

**GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
Monday, May 2, 2016 6:00 PM**

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

Admin	Finance	Safety	Public Works
Janssen	Rhoades	McNeil	Fast
Poppa	Kelly	Thompson	Kellerman

I. DISCUSSION ITEMS:

1. Branding – Benedictine (est. time 30 min.)
2. Ordinance Formalizing Workshop Procedures (est. time 15 min.)
3. Review of New Council Committees Positions (est. time 5 min.)
4. Discussion of Change in Election Dates (est. time 10 min.)
5. Review Council President Nomination Procedure and Timeline (est. time 10 min.)
6. Proposed Change of Special Permit for Chickens (est. time 10 min.)
7. Committee Reappointment (est. time 5 min.)
8. Ordinance for Citywide Block Party (est. time 5 min.)

II. NON-ACTION ITEMS:

III. ADJOURN

Welcome to this meeting of the Committee of the Whole of Roeland Park.

Below are the Procedural Rules of the Committee

The governing body encourages citizen participation in local governance processes. To that end, and in compliance with the Kansas Open meetings Act (KSA 45-215), you are invited to participate in this meeting. The following rules have been established to facilitate the transaction of business during the meeting. Please take a moment to review these rules

before the meeting begins.

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the Committee of the Whole meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. **Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.**
- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the Committee of the Whole during Public Comments and/or before consideration of any agenda item; however, no person shall address the Committee of the Whole without first being recognized by the Chair or Committee Chair. Any person wishing to speak at the beginning of an agenda topic, shall first complete a Request to Speak form and submit this form to the City Clerk before discussion begins on that topic.
- C. **Purpose.** The purpose of addressing the Committee of the Whole is to communicate formally with the governing body with a question or comment regarding matters that are on the Committee's agenda.
- D. **Speaker Decorum.** Each person addressing the Committee of the Whole, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the committee meeting. Any person, who so disrupts the meeting shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or be subject to removal from that meeting.
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the Committee of the Whole, each speaker shall limit comments to two minutes per agenda item. If a large number of people wish to speak, this time may be shortened by the Chair so that the number of persons wishing to speak may be accommodated within the time available.
- F. **Speak Only Once Per Agenda Item.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time

requested but not used by another.

- G. **Addressing the Committee of the Whole.** Comment and testimony are to be directed to the Chair. Dialogue between and inquiries from citizens and individual Committee Members, members of staff, or the seated audience is not permitted. Only one speaker shall have the floor at one time. Before addressing Committee speakers shall state their full name, address and/or resident/non-resident group affiliation, if any, before delivering any remarks.
- H. **Agendas and minutes** can be accessed at www.roelandpark.org or by contacting the City Clerk

The governing body welcomes your participation and appreciates your cooperation. If you would like additional information about the Committee of the Whole or its proceedings, please contact the City Clerk at (913) 722.2600.

Item Number: DISCUSSION ITEMS- I.-1.
Committee 5/2/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 4/29/2016
Submitted By: City Administrator
Committee/Department: Branding Committee
Title: **Branding – Benedictine (est. time 30 min.)**
Item Type: Agreement

Recommendation:

Staff recommends moving the agreement forward for Council approval. Approval of the scope of services for the citizen survey should occur in concert with the branding agreement as completing the survey is a commitment reflected in the branding agreement.

Details:

The attached branding agreement is in the basic agreement form used by the City Attorney. He has reviewed and approved the agreement as to form. Councilor Rhoades and Poppa have provided review as well. Much detail has been incorporated into the agreement to address questions that have been raised concerning process, deliverables, time line and responsible parties. Benedictine was involved in the development of the agreement as well.

Also attached is a scope of services from ETC for the citizen survey. This is included as this is a commitment of the City included in the branding agreement. ETC completed the citizen survey for Roeland Park in 2013, completing the survey in 2016 will allow us to compare results for trends, and we will be provided benchmarking data for the nation and the region. The cost of the survey is \$15,000. Roeland Park paid ETC \$20,000 for the 2013 survey. Chris Tathem, the owner of ETC has agreed to extend the initial direction finder pricing to us.

ATTACHMENTS:

Description

Type

- 📁 Branding Agreement
- 📁 Citizen Survey Proposal

- Backup Material
- Backup Material

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the ____ day of April, 2016, by and between the City of Roeland Park, Kansas, its successors and assigns, hereinafter called the CITY, and Benedictine College, hereinafter called the CONSULTANT.

The CITY issued a request for proposals for qualified consultants interested in helping the CITY research, create and develop an identity/brand position and a new brand image that can be used by the CITY (the Project);

The CITY is authorized and empowered to contract with the CONSULTANT for the purpose of providing branding services in connection with the Project;

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

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

After the CITY issues a notice to proceed, the CONSULTANT shall proceed with the following services.

1.0 Research –The CITY will coordinate the execution of a scientific and statistically valid citizen satisfaction survey with the CONSULTANT's research step. The CITY will pay an independent party to complete the survey, the CONSULTANT and CITY will work in concert with the survey company to develop questions designed to gather information from residents that will be used in developing community image and identity as well as marketing and branding strategies.

CONSULTANT will also conduct data gathering face to face to identify the advantages and disadvantages of the city based on the perceptions of key demographic segments: 1.) those who live and work in Roeland Park, 2.) those who live in Roeland Park and work outside the city, and 3.) live outside Roeland Park and work within the city. Identify how the above mentioned demographic segments weigh the value of those advantages and disadvantages. A 3-phase approach will be employed on the face to face data collection: **Phase 1** will consist of open house “town hall” events. These will be hosted at the Benedictine College executive MBA classroom, the Roeland Park Community Center, or other mutually agreed-upon space located within Roeland Park. Residents, property owners and business owners will be incentivized to participate with refreshments. The discussion guide will seek participants’ insights to questions approved by the Branding Committee, examples of such questions are below:

- What do you think about today’s Roeland Park?
- What about Roeland Park keeps you here?
- What would you say is Roeland Park's main attractions?
- What changes have you seen in Roeland Park since you moved here? Which of these changes do you view as positive? Which do you see as negative? Why?
- Do you see yourself still living in Roeland Park in 5 years? 10 years? If not, what changes would Roeland Park need to make to keep you here?
- Where do you see Roeland Park in 10 years?

Phase 2 will target employees that do not currently live within the city limits, but instead commute to Roeland Park for work. This survey will be sent by email to participants we identify so that we do not take away from their time at work and they are able to fill out this survey when time is available. This survey will collect insights including:

- From which city do you commute?
- How long is your home to work commute?
- What are your thoughts of Roeland Park?

- What about Roeland Park is attractive to you?
- Do you see yourself working here in Roeland Park in 5 years? 10 years? If not, what changes would Roeland Park need to make to keep you here?
- Where do you see Roeland Park in 10 years?

Phase 3 consists of one-on-one interviews. Each member of the elected body will provide the consultant a list of three people they would like interviewed to get their vision as well as their insight of the town. These interviews will have many of the questions like the ones listed above, but this one-on-one interview allows for the interviewer to dig deeper into the individual's insights. These in-depth interviews will play a key role in determining the Roeland Park brand.

2.0 The **CONSULTANT** will review the CITY's recently completed Strategic Plan as well as the CITY's Comprehensive Plan. The direction established within these documents shall be synthesized with the information gathered in the Citizen Satisfaction Survey as well as the in person data gathering. A report reflecting the results of the in person data gathering shall be delivered that provides comparative analysis between the information contained within the Strategic Plan, Comprehensive Plan, Citizen Satisfaction Survey and in person data collection.

3.0 Branding Committee – The **CONSULTANT** will work with a group of representatives (Branding Committee). The **CONSULTANT** will attend three (3) pre-scheduled meetings during the project with the Branding Committee. The Branding Committee will serve as an advisory body for the CITY and consultant to gain feedback on the research, creation/development, and implementation phases. The **CONSULTANT** will be expected to engage the Branding Committee in such a way that “buy-in” is achieved and the Branding Committee members become advocates for the project. The Branding Committee will consist of three council members and four non-elected individuals

appointed by the Council. The Branding Committee shall elect a chairman to preside over meetings and serve as the primary point of contact with city staff and the CONSULTANT. The CONSULTANT will work with the Branding Committee chairman and staff to set meeting dates and times for the Branding Committee.

4.0 Creation/Development of Brand Image – The CONSULTANT will produce and submit to the Branding Committee a detailed action plan with deliverables and timeline for their approval at the first scheduled meeting between the Branding Committee and the Consultant. Deliverables shall include but not be limited to options for a brand position statement (identified through research), key message and collateral items (logo, tag line color palette) necessary to convey the overall identity/brand position. The CONSULTANT shall employ a process that affords external parties to submit artwork and tag line concepts for consideration with the understanding that submittals are to be pro-bono contributions. The CONSULTANT will present a minimum of 3 collateral item concepts to the Branding Committee for consideration. The Branding Committee may request revisions and alternatives to these concepts.

5.0 Implementation Strategies – CONSULTANT will develop and recommend an implementation strategy that incorporates a central marketing/branding theme that permits flexibility for the targeted audience and that ensures the integrity of the campaign. Implementation is anticipated to be phased.

A new logo or tagline does not build a brand and alone will not change the perception and image of Roeland Park. To create a successful alteration to Roeland Park's current image the following 5 elements will be employed:

1. The name, sign, or symbol
2. The source of a promise

3. Distinctive or added value
4. Personality and character
5. The sum of the customer's thoughts and perceptions.

In addition, the implementation strategy should include cost estimates and a sequencing plan to employ the logo/tag line/color palette as part of community events, on literature, website, signs, monuments, buildings and vehicles throughout the community. The CONSULTANT will guide the Branding Committee through options and their respective costs. It is anticipated that the CONSULTANT will serve in an on-call capacity to the CITY during implementation, these services would be charged a negotiated fee per project. This could include developing promotional materials and advertising plans.

6.0 Final Approvals – The Branding Committee and CONSULTANT will make a recommendation for approval of the branding Research and Report, the Collateral Items (key message, logo, tagline, color palette) and the Implementation Strategy to the City Council for final approval. The Council may request revisions as they deem appropriate.

7.0 Time Line - The following is the projected timeline:

July 11, 2016-	Intern Begins Working on Branding Survey Questions Each elected official to provide Intern with three local representatives to be interviewed Date and location of “town hall” event(s) set, intern to work with staff to distribute this information to the public
July 12, 2016-	Branding Committee Meets (6 pm at City Hall) with Intern and Professor to review survey questions, timeline, process and deliverables.
July 18, 2016-	Branding Survey Questions Completed (citizen survey must be in final form and to the survey company 45 days prior to final report being available) Survey Printed Intern and Benedictine Professor do what begin researching city media assets to identify assets affected by rebrand.
July 25, 2016	Intern, under direction of Benedictine Professor continues to research and catalog city media assets affected by rebrand.

August 1, 2016-	Survey mailed to all residents and notifications sent through constant contact, Notify JoCo and newsletter that the survey can also be completed on line. Intern, under direction of Benedictine Professor completes media asset report.
August 9, 2016-	Intern, under direction of Benedictine Professor researches and catalogs key stakeholders in community to be included in qualitative research.
August 16, 2016-	Branding Committee meets at City Hall at 6 pm, Consultant to provide an update on status of projects and report on Interview process. Intern, under direction of Benedictine Professor completes report of key stakeholders in community to be included in qualitative research.
August 22, 2016-	Intern, under direction of Benedictine Professor researches advertising and publicity media for inclusion in launch phase of rebranding.
August 29, 2016- September 5, 2016-	Citizen Survey Report Complete Intern completes media report. Research class analyzes Citizen Survey Report and begins preparation of Focus Group Discussion Guide (DG) and Interview Questionnaire (IQ). MBA class prepares Sample Plan (SP)
September 12, 2016-	Research class completes IQ and DG and submit to Branding Committee. MBA class completes and submits SP. MBA and Research classes invite participants to Focus Groups/Interviews
September 19, 2016-	Benedictine Professor, assisted by MBA class, begins Focus Groups/Interviews. MBA class begins brand competition design.
September 26, 2016-	Focus Groups/Interviews complete, Transcriptions submitted to Branding Committee. MBA class continues brand competition design.
October 3, 2016-	Research report completed. MBA class, Integrated Marketing class begin Positioning Statement and Creative Brief.
October 10, 2016-	Positioning Statement and Creative Brief are submitted to Branding Committee.
October 17, 2016-	Brand Design Competition begins. MBA and Integrated Marketing class begin implementation plan.
October 24, 2016-	Brand Design Competition continues. MBA and Integrated Marketing class continue implementation plan.
November 7, 2016-	November 7, 2016- Brand Design Competition completed. Preliminary judging begins. Top designs identified, and all designs submitted to Branding Committee. MBA and Integrated Marketing class continue implementation plan.
November 14, 2016-	Winning design chosen. Implementation plan completed and submitted.

November 21, 2016- Branding Committee Chair and Consultant Present Synthesized Report and Implementation Plan to Council at Workshop along with a preferred logo/tagline

December 19, 2016- Council Adopt Implementation Plan and Logo/tagline

Intern may assist/direct execution of Implementation Plan.

8.0 CONSULTANT Team Members - W. Clay Johnston will serve as the project director and primary point of contact for the CONSULTANT. He shall be available for Branding Committee meetings, the one on one interviews of the council selected individuals and the open house events. He will be the primary point of contact for the Branding Committee Chair and city staff.

An intern selected by Mr. Johnston and approved by CITY staff shall be a key administrative member of the CONSULTANT team coordinating meetings, processing data and assisting with keeping tasks on schedule.

Master's in Business Administration students shall facilitate interviews and data collection activities. They shall review and synthesize the information contained in planning documents of the CITY with the data collected by Benedictine and through the citizen survey.

Undergraduate Marketing and Design students shall assist in the design of the logo and tagline as well as with development of the branding implementation plan.

9.0 Deliverables from CONSULTANT - The following are the deliverables from the CONSULTANT:

1. A report synthesizing the City Strategic Plan, Comprehensive Plan, Citizen Survey into the basis for a branding strategy.
2. Logo and tagline and color palette options in a digital file format that can be used to deploy on a variety platforms.
3. A comprehensive phased branding strategy and deployment plan with cost estimates and timeline.

PART B — INSPECTIONS, CONFERENCES, AND APPROVALS:

Representatives of the CITY shall have the right to inspect and review the work being done by the CONSULTANT and consult with the CONSULTANT at any time. Conferences are to be held at the request of the CITY or CONSULTANT.

PART C — COMPENSATION:

C-1 Hourly Charge Rates Plus Direct Non-Salary Costs:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PARTS A and B herein as follows:

CONSULTANT shall submit all invoices for out-of-pocket expenses and Intern services on forms provided by the CITY.

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

All invoices for services shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include Intern personnel by hourly rate and number of hours.

Payment will be made monthly on the basis of statements submitted by the CONSULTANT, subject to the CITY'S review thereof.

The term "direct non-salary costs" shall include the CONSULTANT'S payments to others in connection with the Project, transportation, and reproduction work.

Transportation, including use of automobiles in connection with the Project will be charged at the rate of ___ cents per mile for personal vehicles and ___ cents per mile for survey vehicles. Reproduction work and materials required will be charged at actual cost. All "direct non-salary costs" shall be included in the maximum compensation.

C-2 Maximum Compensation: The maximum compensation for all Intern services and out-of-pocket expenses described in Parts A and B shall be \$3,000.00.

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

C-3 Change Order: The maximum compensation stated in Sub Part C-2 may be adjusted by Change Order. A Change Order, if required, will be based on major changes in scope, character or complexity of the work. Said Change Order may provide for changes in compensation, either upward or downward. As provided in Sub Part C-2 any Change Order must be mutually agreed upon in writing by both the CITY and CONSULTANT.

PART D – OBLIGATIONS OF CITY:

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

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

such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

PART E — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed work product prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them in accordance with the provisions in Part G, Section 4 of this Agreement.

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

PART F — COMMISSIONS AND FEES:

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon resulting from the award or

making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

PART G — GENERAL CONSIDERATIONS:

1. Insurance

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

The insurance provided shall contain provisions that it cannot be canceled or modified or fail to be renewed except upon 30 days prior written notice to the CITY from the insurer(s) at risk, and shall be in at least the following minimum amounts:

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

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

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

- (b) Comprehensive Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000.00), combined single limit, covering personal injury, bodily injury, death and property damage.
- (c) Workers Compensation Insurance (and to the extent such is not applicable, Employers Liability Insurance) which shall fully comply with applicable law, and employer's liability insurance with limits of not less than the greater of (i) statutory requirements or (ii) One Hundred Thousand Dollars (\$100,000.00) per occurrence. CONSULTANT shall provide a valid waiver executed by workers compensation and employer's liability insurance carrier(s) of any right of subrogation against CITY or its employees for any injury to a covered employee working on CITY'S premises.

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

CONSULTANT shall insure specifically the indemnification by it contained in this Agreement, and shall include the Indemnitees as additional insureds on the Commercial General Liability Insurance and the Comprehensive Automobile Liability Insurance policies described above. The insurance coverage afforded under these policies shall be (i) primary to any insurance carried independently by the Indemnitees and (ii) not deemed to limit CONSULTANT'S liability under this Agreement. Prior to CITY'S execution of this Agreement, CONSULTANT shall provide to CITY Certificates of Insurance reflecting the required coverages. The Certificate shall specify the date when such insurance expires. The insurance policies shall provide that CITY shall be given not less than thirty (30) days written notice from the insurer(s) at risk before cancellation, non-renewal or material modification of coverage of such insurance. A renewal certificate shall be furnished to CITY prior to the expiration date of any coverage, and CONSULTANT shall give CITY written notice of any proposed reduction or

other material modification in such insurance no later than thirty (30) days prior to such change. Cancellation, non-renewal or material modification of coverage of any such insurance shall constitute a failure to perform within the meaning of this Agreement.

2. **Indemnification**: CONSULTANT hereby agrees to indemnify, defend and hold CITY, its officers, employees and agents (collectively the “Indemnitees”) harmless from and against any and all losses, claims, demands, actions, suits, judgments, liabilities, injuries, damages and expenses (including but not limited to reasonable attorney’s fees, expenses of litigation, fines and penalties) that the Indemnitees, or any one or more of them, may incur by reason of any injury, sickness, disease or death to any person or any damage or injury to any property (including but not limited to property of any one or more of the Indemnitees) to the extent arising out of or occurring in connection with the services performed by CONSULTANT under this Agreement or any of CONSULTANT’S acts or omissions. CONSULTANT further agrees that its obligation to indemnify and defend the Indemnitees shall include, but not be limited to, liability for damages resulting from the personal injury, sickness, disease or death of any of CONSULTANT’S employees, regardless of whether CONSULTANT has paid the employee under the provisions of any workers compensation statute or law, or any similar federal or state legislation with protection of employees and that CONSULTANT’S obligation to indemnify and defend the Indemnitees shall apply regardless of any contributory or concurrent negligence of any Indemnitee or Indemnitees. Nothing in this section shall be deemed to impose liability on

CONSULTANT to indemnify the Indemnitees to the extent the cause of any loss is the negligence or other actionable fault of one or more of the Indemnitees. In the event the loss is caused by the joint or concurrent negligence of CONSULTANT and one or more of the Indemnitees, the loss shall be borne by each party in proportion to its negligence.

3. Successor and Assigns

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

4. Ownership of Documents

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

irrevocable exclusive right and license to use thereof by CITY without payment of any additional compensation.

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

PART H – NON DISCRIMINATION

1. CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination as well Chapter 5 Article 12 of the City of Roeland Park Code of Ordinances and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status. In all solicitations or advertisements for employees, CONSULTANT shall include the phrase “Equal Opportunity Employer” or a similar phrase approved by the Kansas Human Rights Commission.
2. If CONSULTANT fails to comply with the manner in which CONSULTANT reports to the Kansas Human Rights Commission in accordance with the Provisions of K.S.A. 44-1031 and amendments thereto, and Chapter 5 Article 12 of the City of Roeland Park Code of Ordinances, CONSULTANT shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
3. If CONSULTANT is found guilty of violation of the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission which has become final, or Chapter 5 Article 12 of the City of Roeland Park Code

of Ordinances, CONSULTANT shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.

4. CONSULTANT shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.
5. Notwithstanding anything expressed or implied elsewhere in this AGREEMENT, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, CONSULTANT shall have no right to recompense or additional payments by reason of such action by CITY.

PART I – MISCELLANEOUS

1. Severability

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

2. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or

by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

3. Controlling Law

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

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

By _____
Title _____
Address: _____

Facsimile: _____

CITY OF ROELAND PARK, KANSAS

By _____
Joel Marquardt, Mayor
Address:
4600 W. 51st Street
Roeland Park, Kansas 66205
Facsimile: (913) 722-3713

ATTEST:

City Clerk

Approved as to form:

City Attorney



ETC INSTITUTE

MARKETING RESEARCH, DEMOGRAPHY, STATISTICAL APPLICATIONS

725 W. FRONTIER CIRCLE, OLATHE, KANSAS 66061
(913) 829-1215 FAX: (913) 829-1591

April 25, 2016

Keith Moody
Roeland Park City Administrator
4600 W 51st Street
Roeland Park, KS 66205
913-722-2600

Subject: Proposal to Conduct a Community Survey for Roeland Park, Kansas

Dear Mr. Moody:

ETC Institute is pleased to submit a quote to conduct a DirectionFinder® survey for the City of Roeland Park, Kansas. It is my understanding that the survey will be used to (1) assess citizen satisfaction with City services and (2) identify ways to re-brand the community. The scope of services described below are similar to the services provided by ETC Institute for the City's last DirectionFinder® Survey, which was conducted three years ago.

Task 1: Design the Survey and Conduct Pilot Test. Task 1 will include the following services:

- Working with City staff to develop the content of the survey. It is anticipated that many of the questions will be similar to the City's last survey DirectionFinder® Survey, but new questions will be added to help the City identify ways to re-brand the community.
- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

Task 2: Administer the Survey. Task 2 will include the following services:

- ETC Institute will administer by the survey by a combination of mail, Internet and phone.

- ETC Institute will mail the survey and a cover letter (on City letterhead) to all residential households in the City. The list of residential households will be provided to ETC Institute by the City. For the last survey, the City provided a list with 3,278 households.
- Residents who receive the survey will have the option of returning the printed survey by phone or completing it on-line. Households that do not respond within 10 days will be contacted by phone and asked to complete the survey by phone. ETC Institute will also send emails to some households for which e-mail addresses are available. These emails will contain a link to the on-line version of the survey.
- ETC Institute will guarantee the completion of at least 400 surveys. The result for a sample of 400 completed surveys will provide results that have a precision of at least $\pm 5\%$ at the 95% level of confidence. If more than 400 surveys are returned by mail, ETC Institute will process the data from all completed surveys. Last time, ETC Institute processed data from more than 900 households.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, ethnicity and other factors. If one or more population groups responds at a significantly higher rate than other groups, ETC Institute will weight the data as needed to ensure that all population groups are properly represented.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

Task 3: Analysis and Final Report. ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of survey methodology, a description of major findings, and charts that show the overall results of each survey
- Benchmarking analysis that shows how the results for the City compare to national and regional norms
- Trends from the previous survey
- A copy of the survey instruments
- Importance-Satisfaction/Quadrant Analysis that will identify the areas where the greatest opportunities exist to enhance overall satisfaction with City services.
- GIS maps that show geocoded survey results for selected questions on the survey
- A presentation of the survey results on a date and time that is mutually agreed upon by ETC Institute and the City

Deliverable Task 3: ETC Institute will submit the final report in an electronic format and 5 hard copies.

Project Schedule

A preliminary schedule is provided below. We can adjust the schedule to meet your needs.

- **Month 1**
Design Survey Instrument
- **Month 2**
Administer Survey; provide the overall results to the City
- **Month 3**
Prepare and Deliver the Final Report

Fee

The total fee for the services described in this proposal will be \$15,000, which reflects the a discount of more than 25% from the fee ETC Institute charged the City of Roeland Park in 2013. Keith Moody gets a life-long discount from ETC Institute because he was one of the charter members of ETC Institute's DirectionFinder®.

Survey Pricing Options	
Task	Fee
Survey Design/Pilot Test	\$2,500.00
Administration of the Survey	\$11,000.00
Formal Report	\$1,500.00
Benchmarking Analysis with other cities	No charge
Importance/Satisfaction Analysis	No charge
GIS Mapping	No charge
TOTAL	\$15,000.00

CLOSING: We appreciate your consideration of our proposal and look forward to your decision. If you have any questions, please do not hesitate to call me at (913) 254-4512.

Sincerely,



Christopher Tatham
CEO

Item Number: DISCUSSION ITEMS- I.-2.
Committee 5/2/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 3/31/2016
Submitted By: Tim Janssen & Michael Poppa
Committee/Department: Admin
Title: **Ordinance Formalizing Workshop Procedures (est. time 15 min.)**
Item Type: Other

Recommendation:

To formalize the workshop structure for holding Governing Body meetings outside of City Council meetings.

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

Details:

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

There appear to be some conflicts in the City Code regarding the duties of the Council and Mayor that possibly conflict with the City's form of government. We would like to bring this to a future meeting as a point of discussion.

ATTACHMENTS:

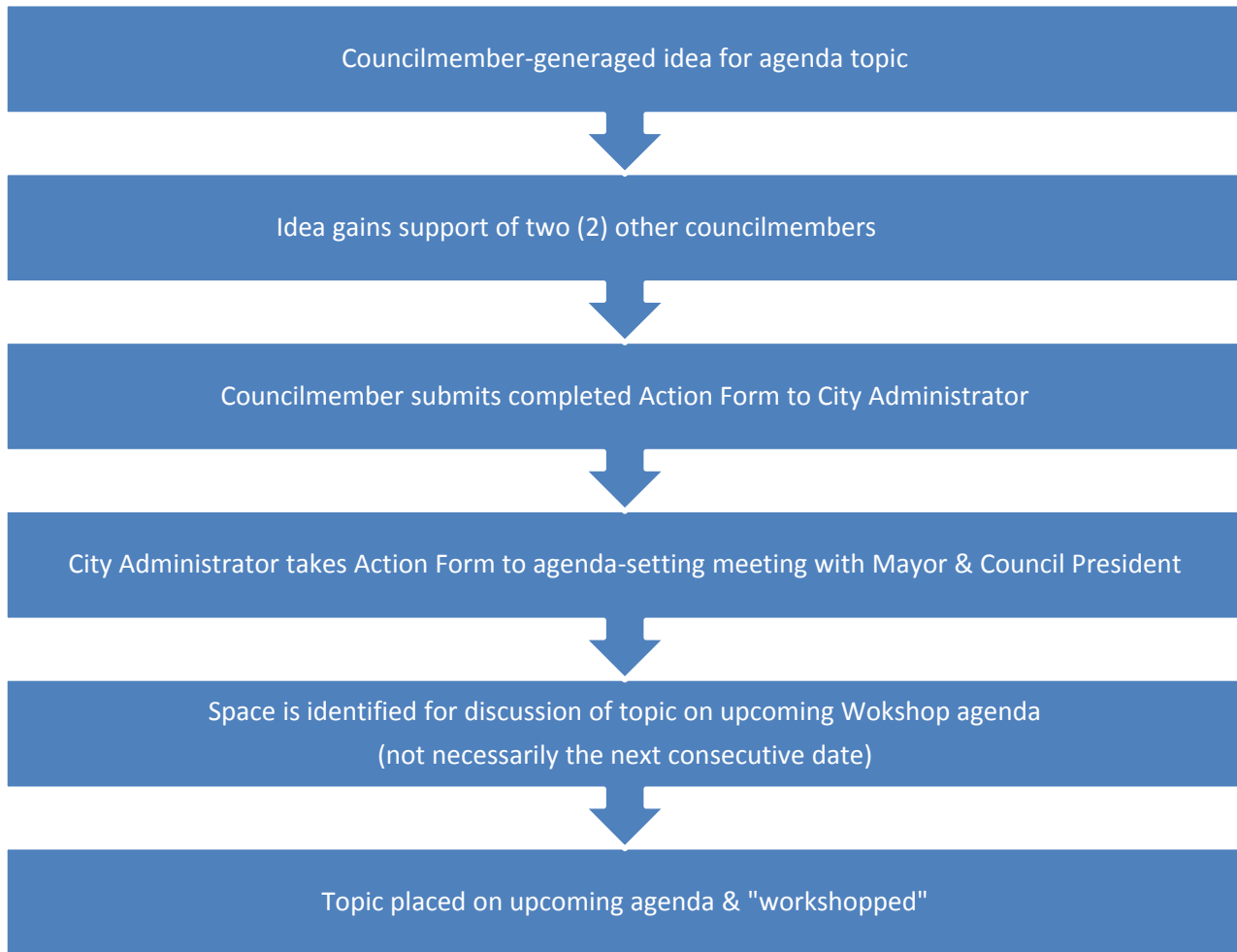
Description	Type
📎 Updated Committee Structure	Cover Memo
📎 council agenda process flow chart	Cover Memo
📎 redline version duties	Cover Memo
📎 UpdeatedOrdinance 931	Cover Memo
📎 council service area rotation service	Cover Memo

PILOT WORKSHOP STRUCTURE (FORMERLY COMMITTEE OF THE WHOLE)

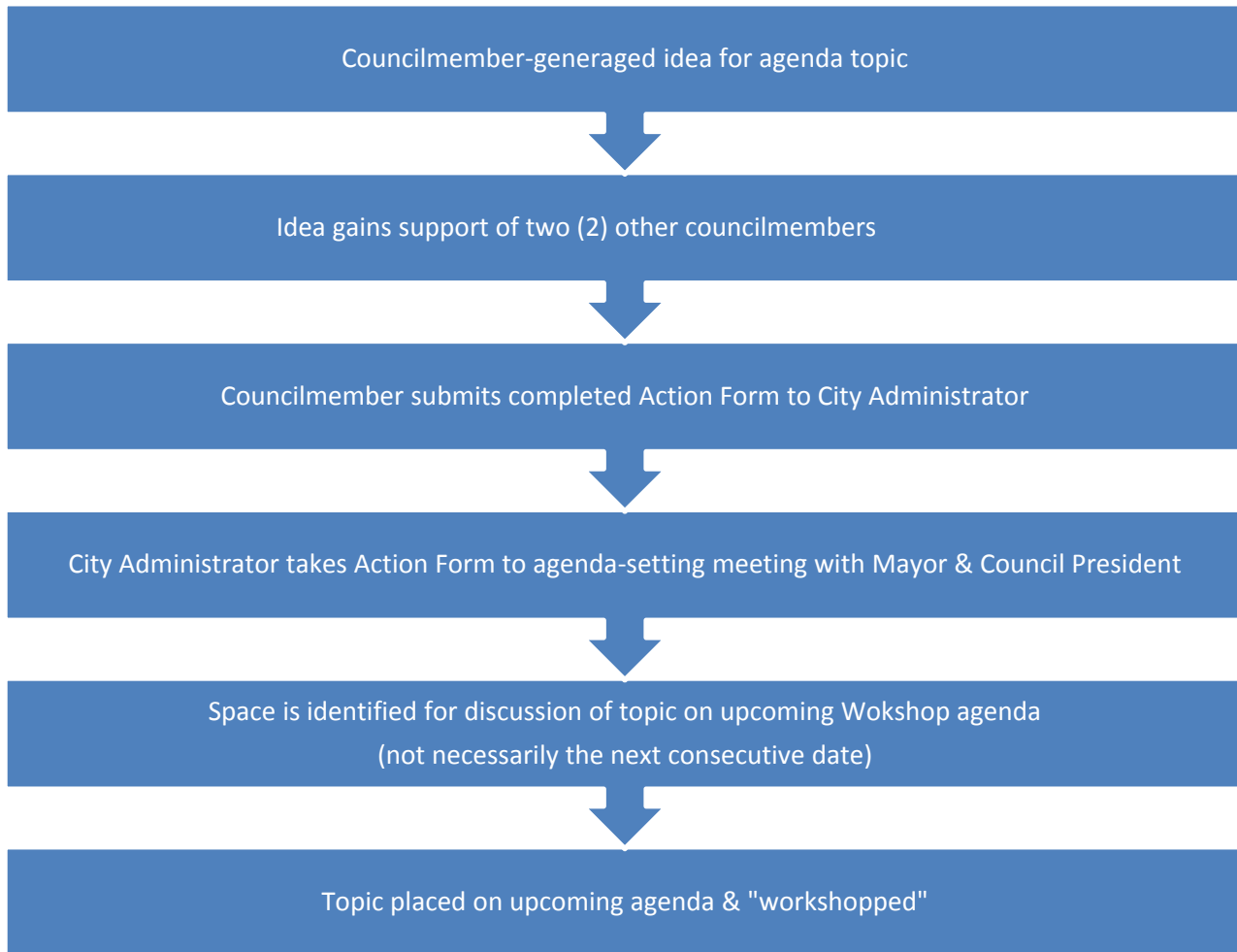
RECOMMENDATIONS OUTLINE

- 6 month pilot program
- COW to be renamed: “Workshop”
- 1 Work Workshop per month (1st Monday) / 1 Council Meeting per month (3rd Monday)
 - o Workshop before Council, as needed
 - o 4th Monday reserved for possible Workshop. Reflected on City Calendar as “TBD”.
- It is the responsibility of the City Administrator, with Mayor and Council President, to set Workshop agendas
- Council President will preside over Workshop & present regular business agenda items across all City departments
 - o Mayor to preside over Workshop in Council President’s absence
- Dissolve Standing Committees/Chairs
 - o Former “Chairs/Co-Chairs” to be “Representatives” (Sr. & Jr.) to respective City departments of former Standing committees (i.e., Admin, Finance, Public Works & Safety)
 - o Maintain current rotation into Representative slots to give direction for appointment of representatives to “special” projects
- Any councilmember, along with two (2) sponsoring members of the City Council, shall submit a completed Action Form to the City Administrator for consideration as a future Workshop agenda item.
- Council President to present “Workshop Report” at City Council Meetings, to replace current “Standing Committee Reports”

COUNCIL-DRIVEN AGENDA ITEM PROCESS (REVISED)



COUNCIL-DRIVEN AGENDA ITEM PROCESS (REVISED)



ARTICLE 2. - GOVERNING BODY

Sec. 1-201. - Governing Body.

The Governing Body shall consist of a Mayor and eight Councilmembers, all of whom shall be elected in the manner provided by Charter Ordinance No. 5, as set out in Chapter 6 and Appendix A of this Code. (Code 1986)

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

The Mayor shall:

- (a) Preside at all meetings of the Governing Body, except as set forth below in Sec. 1-203(b)(2); (b) Have the tie-breaking vote on all questions when the members present are equally divided;
- (b) Take care that the ordinances of the City are complied with;
- (c) Have the Superintending control of all officers elected or appointed.
- (d) Sign the commissions and appointments of all officers elected or appointed;
- (e) Endorse the approval of the Governing Body on all official bonds;
- (f) From time to time communicate to the City Council such information and recommend such measures as he or she may deem advisable;
- (g) Have the power to approve or veto any ordinance as the laws of the state shall prescribe; and
- (g) Sign all orders and drafts drawn upon the City Treasurer for money.

(Code 1977, § 1-102; Code 1986)

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

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

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

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

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

Commented [MP1]: INSERT: ",except as set forth below in Sec.1-203(b)(2)"

Deleted: ¶

Deleted: (c) Have the superintending control of all officers elected or appointed;¶

Deleted: d

Deleted: e

Deleted: f

Deleted: g

Deleted: h

Deleted: i

Commented [MP2]: REPLACE: "Council" with "Governing Body" (in all Workshop references) **Commented [MP3]:** INSERT: ",given that"

Deleted: meetings of the Committee of the Whole

Deleted: Council **Deleted:** .

Deleted: ¶

Commented [MP4]: INSERT: "for Service Areas

Commented [MP5]: REPLACE: "shall" with "may" **Deleted:**

Deleted: shall

Deleted: at the Council Workshops **Deleted:**

Deleted: except for discussion of a

Deleted: pic which falls under

Deleted: purview of the

Deleted: Committees, during which discussion the Committee Chair shall preside

Editor's note— Chart. Ord. No. 26, §§ 2—5, adopted Jan. 21, 2014, repealed the former § 1203, and enacted a new § 1-203. The former § 1-203 pertained to President of the Council

and Acting President and derived from original codification.

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

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

In the absence of both the Mayor and the President of the Council at a meeting of the Governing Body, the Council shall elect one of its members to serve as Acting President of the Council who shall preside at the meeting. While presiding at a meeting of the Council, the Acting President of the Council shall retain all the privileges of a Councilmember. (Chart. Ord. No. 26, § 4, 1-21-2014)

Sec. 1-204. - Administrative Powers.

The Governing Body may designate whether the administration of a policy or the carrying out of any order shall be performed by a committee, an appointive officer, or the Mayor. If no administrative authority is designated it shall be vested in the Mayor. (Code 1986)

Sec. 1-205. - Meetings.

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

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

Sec. 1-206. - Special Meetings.

Special meetings of the Governing Body shall be called by the Mayor at any time upon written request of not fewer than three members of the City Council. (Ord. 786, § 1; Code 2007)

Sec. 1-207. - Workshops.

The regular meetings of the Governing Body Workshop shall be held on the first and third Mondays of each month at 6:00 p.m. in or adjacent to the Council Chambers of the Roeland Park City Hall, 4600 W. 51st Street, Roeland Park, Kansas, or at such other location as may be designated in a notice of meeting.

Deleted: Council

Commented [MP7]: REPLACE: "Council" with "Governing Body" (x1).

Deleted: second

In case the first or third Monday of any month falls on a holiday, the regular meeting may be held on the next secular day thereafter that is not a legal holiday.

(Ord. XXX, § X; Code XXXX)

State Law reference— K.S.A. 14-111.

Sec. 1-207. - Adjourned Meetings.

Regular or special meetings may be adjourned by the Governing Body for the purpose of finishing business begun at any meeting to a time certain to be held at the same place from which the meeting was adjourned or such other location within the City which shall be designated at time of adjournment. (Code 1986)

Sec. 1-208. - Quorum.

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

(Code 1977, 1-103)

State Law reference— K.S.A. 14-111.

Sec. 1-209. - Compensation.

- (a) The Mayor shall receive a salary of \$510.00 per month for his or her services. Each Councilmember shall receive a salary of \$425.00 per month for his or her services.
- (b) The Mayor or any Councilmember may elect to receive monthly compensation in amounts less than the amounts set forth in this section. Such election may be made by the Mayor or any Councilmember irrespective of any election made by any other member of the Governing Body.
- (c) Any election made pursuant to subsection (b) shall be effective beginning the pay period following the submission of a written request therefore, and shall remain in effect for a period of one year or the end of that

Governing Body member's term of office, whichever occurs first. If, at the expiration of any such period, the Governing Body member does not renew such election in writing, the Governing Body member shall automatically be compensated in the monthly amount specified in this section.

(Ord. No. 852, §§ 1—4)

Sec. 1-210. - Expenses.

Members of the Governing Body shall be reimbursed for all expenses incurred in the performance of their official duties. However, no expense shall be reimbursed until an itemized accounting shall have been presented and approved by the Governing Body in a regular meeting of the Council. (Code 1986)

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

Deleted: second

Deleted: or the fourth Monday of the same month

Commented [MP8]: INSERT: "Sec. 1-207 –Workshops."

Commented [MP9]: REPLACE: "Council" with "Governing Body" **Commented [MP10]:** REPLACE: "Councilmembers" with "members"

Deleted: Council

Deleted: Council

There is hereby incorporated by reference for the purpose of regulating Governing Body procedures, that certain standard code known as the "Code of Procedure for Kansas Cities, Second Edition," prepared and published in pamphlet form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections as are hereafter modified or changed, such incorporation being authorized by K.S.A. 12-3009 through 12-3012, inclusive, and K.S.A. 12-3301 and 12-3302, as amended. At least one copy of said Code of Procedure for Kansas Cities shall be marked or stamped "Official Copy as Adopted by Ordinance No. 899," with all sections or portions thereof intended to be changed clearly marked to show any such change, and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The City Attorney, Police Department, Municipal Judge and all administrative departments of the City charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of such Code of Procedure for Kansas Cities similarly marked, as may be deemed expedient.

(Ord. No. 899, § 1, 9-22-2014)

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

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

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

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

(Ord. No. 899, § 2, 9-22-2014)

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

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

Motion to Refer; Motion to Table; Motion to Take From Table. If the Governing Body deems it appropriate, it may refer an ordinance, resolution, contract, or any other matter back to staff, committee, board, or other appropriate location for further review and consideration. A Motion to Refer may or may not contain a time certain for the item to be returned to the Governing Body. A pending Section 35 of the Code of Procedure for Kansas Cities is hereby amended to read as follows:

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

(Ord. No. 899, § 5, 9-22-2014)

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

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

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

question may also be tabled. A Motion to Table is non-debatable. A Motion to Table may or may not contain a time certain for the item to be returned to the Governing Body; however, once tabled, the question shall not be discussed until a Motion to Take From Table is passed. A Motion to Take From Table is non-debatable.

(Ord. No. 899, § 3, 9-22-2014)

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

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

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

(Ord. No. 899, § 4, 9-22-2014)

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

(Ord. No. 899, § 6, 9-22-2014)

Sec. 1-217. - Same; Addition to Code of Procedure for Kansas Cities ([Council Representatives for Service Areas](#)).

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

Council Representatives for Service Areas. All members of the City Council shall serve as service area representatives. Two members shall be appointed annually each May to serve one-year terms as Senior and Junior service area representatives for the following year. The first Council position listed on the schedule below shall hold the Senior position thereof, and the second Council position listed shall hold

the Junior position. Service Area representation shall rotate annually each May in accordance with the schedule set forth below. The following shall be the standing service areas:

Administrative_(1)

Finance_(2)

Safety_(3)

Public Works_(4)

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

Ward	Term Expiring	Position
1	2015_(2019)	1
1	2017_(2021)	2
2	2017_(2021)	3

Deleted: Standing Committees of the City Council

Deleted: Standing Committees of the City Council

Deleted: The standing committees shall consist of a

Deleted: chairperson and vice-chairperson

Deleted: of each standing committee **Deleted:** be chairperson

Commented [MP11]: REPLACE: "Junior" with "Junior"

Deleted: Junion

Deleted: be vice-chairperson

Deleted: Committee membership **Deleted:** No Councilmember shall serve as Chair of the same committee in succeeding years.

Deleted: committees **Deleted:**

Committee

Deleted: Committee

Deleted: Committee

Commented [MP12]: INSERT: add correlating service area numbers

Deleted: Committee

Deleted: Committee chair

Deleted: Committee chair

Deleted: a

2	2015 (2019)	4
3	2017 (2021)	5
3	2015 (2019)	6
4	2017 (2021)	7
4	2015 (2019)	8

Service Area	Year 1 (2011)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
		▼	▼	↓				
(1)	2-6	6-3	3-5	5-4	4-8	8-1	1-7	7-2
(2)	1-5	5-2	2-8	8-3	3-7	7-4	4-6	6-1
(3)	4-8	8-1	1-7	7-2	2-6	6-3	3-5	5-4
(4)	3-7	7-4	4-6	6-1	1-5	5-2	2-8	8-3

↓	▼	▼	▼	▼
▼	▼	▼	▼	▼
▼	▼	▼	▼	▼
▼	▼	▼	▼	▼
▼	▼	▼	▼	↓

Commented [MP13]: INSERT: update correlating "Term Expiring" years

Deleted:

Deleted: Committee

Formatted Table

Commented [MP14]: DELETE: years 2012, 2013, 2014

Deleted: (2012)

Deleted: (2013)

Deleted: (2014)

Commented [MP15]: INSERT: append year 5-8 rotations to year 1-4 rotations table

Deleted: CommitteeService Area

Formatted Table

Deleted: Year 5 .
(2015)

Deleted: Year 6 .
(2016)

Deleted: Year 7 .
(2017)

Deleted: Year 8 .
(2018)

Deleted: (1)

Deleted: 4-8

Deleted: 8-1

Deleted: 1-7

Deleted: 7-2

Deleted: (2)

Deleted: 3-7

Deleted: 7-4

Deleted: 4-6

Deleted: 6-1

Deleted: (3)

Deleted: 2-6

Deleted: 6-3

Deleted: 3-5

Deleted: 5-4

Commented [MP16]: DELETE: previous year 5-8 rotations table

Deleted: (4)

Deleted: 1-5

Deleted: 5-2

Deleted: 2-8

Deleted: 8-3

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

Deleted: committee

(Ord. No. 899, § 7, 9-22-2014)

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

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

(Ord. No. 899, § 8, 9-22-2014)

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

Section 23 of the Code of Procedure for Kansas Cities is hereby amended to read as follows: Motion to Call the Previous Question. A Motion to Call the Previous Question is not debatable and, if passed by a majority of the City Council present and voting at a meeting, calls for an immediate vote on the substantive motion. This motion requires a vote.

(Ord. No. 900, § 2, 11-17-2014)

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

Section 27 of the Code of Procedure for Kansas Cities is hereby amended to read as follows: Form of Vote. All votes shall be by voice vote, a "show of hands," or a roll call vote. No vote shall be by secret ballot.

(Ord. No. 900, § 3, 11-17-2014)

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

Section 42 of the Code of Procedure for Kansas Cities is hereby amended to read as follows: Rules. For those matters not covered by these rules, the procedure shall be as decided by a majority vote of the City Council. These rules may be amended after their adoption by a subsequent ordinance amending the specific rules as identified in the amending ordinance. Such ordinance amends the adopting ordinance.

(Ord. No. 900, § 4, 11-17-2014)

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

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

Point of Order; Appeal. When a member of the Governing Body believes that any person is violating one of these rules of procedure or any procedural guidelines adopted pursuant to section 7 of these rules of procedure, or any amendments thereto, he or she may raise a Point of Order, thereby calling upon the Chair of the meeting for a ruling and an enforcement of the rules. Any two members of the Governing Body may appeal from the decision of the Chair on a Point of Order. By one member taking the appeal and the second member seconding it, the question is taken from the Chair and vested in the Governing Body for final decision. The question on an Appeal is whether the ruling of the

Chair shall be upheld. The Chair does not vote on an Appeal. An Appeal is not debatable, and a majority or tie vote sustains the ruling of the Chair.

(Ord. No. 900, § 5, 11-17-2014)

ORDINANCE NO. 931

**AN ORDINANCE RELATING TO THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS;
AMENDING AND REPEALING EXISTING SECTIONS 1-201, 1-202, 1-203, 1-203.1, 1-207, 1-208 AND 1-217
OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS**

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

SECTION 1. Existing Section 1-202 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

1-202. - Mayor; Powers and Duties.

The Mayor shall:

- (a) Preside at all meetings of the Governing Body, except as set forth below in Sec. 1-203(b)(2); (b) Have the tie-breaking vote on all questions when the members present are equally divided;
- (b) Take care that the ordinances of the City are complied with;
- (c) Have the Superintending control of all officers elected or appointed.
- (d) Sign the commissions and appointments of all officers elected or appointed;
- (e) Endorse the approval of the Governing Body on all official bonds;
- (f) From time to time communicate to the City Council such information and recommend such measures as he or she may deem advisable;
- (g) Have the power to approve or veto any ordinance as the laws of the state shall prescribe; and Sign all orders and drafts drawn upon the City Treasurer for money.

SECTION 2. Existing Section 1-203 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

1-203. - President of the Council.

- (a) Beginning on May 1, 2014, there shall be a President of the Council who shall serve a one-year term and who shall be selected in accordance with the following procedure. At the first Council meeting in May of each year, nominations shall be made and an election shall be held not later than the second Council meeting in May. Once the nominations are made, a brief five-minute speech will be allowed from each candidate. Upon election by the majority of a quorum present, the President shall be elected for the next term. This process will be repeated annually each May.
- (b) The President of the Council shall have the following duties:
 - (1) Preside at meetings of the City Council in the absence of the Mayor while retaining all the privileges of a Councilmember;

- (2) Preside at all Governing Body Workshops, given that Council Representatives for Service Areas(both Junior and Senior) may present items specific to their assigned service area (i.e. Administration, Public Works, Public Safety or Finance);
- (3) Participate in meetings or events on behalf of the Mayor when the Mayor cannot attend due to a schedule conflict; and
- (4) Advise and consult with City staff when an urgent issue arises and the Mayor cannot be reached in a reasonable period of time after attempts to reach the Mayor have been made.

SECTION 3. Existing Section 1-203.1 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

1-203.1 - Acting President of the Council.

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

SECTION 4. Existing Section 1-207 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

1-207. - Workshops.

The regular meetings of the Governing Body Workshop shall be held on the first and third Mondays of each month at 6:00 p.m. in or adjacent to the Council Chambers of the Roeland Park City Hall, 4600 W. 51st Street, Roeland Park, Kansas, or at such other location as may be designated in a notice of meeting. In case the first or third Monday of any month falls on a holiday, the regular meeting may be held on the next secular day thereafter that is not a legal holiday.

SECTION 5. Existing Section 1-208 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

1-208. - Quorum.

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

SECTION 6. Existing Section 1-207 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

1-217. - Same; Addition to Code of Procedure for Kansas Cities (Council Representatives for Service Areas).

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

Council Representatives for Service Areas. All members of the City Council shall serve as service area representatives. Two members shall be appointed annually each May to serve one-year terms as Senior and Junior service area representatives for the following year. The first Council position listed on the schedule below shall hold the Senior position thereof, and the second Council position listed shall hold the Junior position. Service Area representation shall rotate annually each May in accordance with the schedule set forth below. The following shall be the standing service areas:

Administrative (1)

Finance (2)

Safety (3)

Public Works (4)

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

Ward	Term Expiring	Position
1	2015 (2019)	1
1	2017 (2021)	2
2	2017 (2021)	3
2	2015 (2019)	4
3	2017 (2021)	5
3	2015 (2019)	6
4	2017 (2021)	7
4	2015 (2019)	8

Service Area	Year 1 (2011)	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
(1)	2-6	6-3	3-5	5-4	4-8	8-1	1-7	7-2

(2)	1-5	5-2	2-8	8-3	3-7	7-4	4-6	6-1
(3)	4-8	8-1	1-7	7-2	2-6	6-3	3-5	5-4
(4)	3-7	7-4	4-6	6-1	1-5	5-2	2-8	8-3

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

SECTION 7. Existing Sections 1-202, 1-203, 1-203.1, 1-207, 1-208 and 1-217 of the Code of the City of Roeland Park, Kansas are hereby repealed.

SECTION 8. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this 18th day of April, 2016. APPROVED by the Mayor.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM

Neil R. Shortlidge, City Attorney

Council Representatives for Service Areas - Rotation Schedule

		Year Appointed						
		2011	2012	2013	2014	2015	2016	2017
		2019	2020	2021	2022	2023	2024	2025
Position	AD-1	SM	ET	MR	RK	TJ	MP	BF
	AD-2	ET	MR	RK	TJ	MP	BF	TK
	FI-1	BF	RK	SM	MP	MR	TK	TJ
	FI-3	RK	SM	MP	MR	TK	TJ	ET
	SA-1	TJ	MP	BF	TK	SM	ET	MR
	SA-2	MP	BF	TK	SM	ET	MR	RK
	PW-1	MR	TK	TJ	ET	BF	RK	SM
	PW-2	TK	TJ	ET	BF	RK	SM	MP

2018
<i>2026</i>
TK
SM
ET
BF
RK
TJ
MP
MR

	Term Expiring	Position	Member
Ward #1	2019	1	BF
	2017	2	SM
Ward #2	2017	3	MR
	2019	4	TJ
Ward #3	2017	5	RK
	2019	6	ET
Ward #4	2017	7	TK
	2019	8	MP

		Year Appointed					
		2011	2012	2013	2014	2015	2017
		<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2025</i>
Position	AD-1	2	6	3	5	4	1
	AD-2	6	3	5	4	8	7
	FI-1	1	5	2	8	3	4
	FI-3	5	2	8	3	7	6
	SA-1	4	8	1	7	2	3
	SA-2	8	1	7	2	6	5
	PW-1	3	7	4	6	1	2
	PW-2	7	4	6	1	5	8

2018 <i>2026</i>
7
2
6
1
5
4
8
3

Item Number: DISCUSSION ITEMS- I.-3.
Committee 5/2/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 4/27/2016
Submitted By: Staff
Committee/Department: Admin.
Title: **Review of New Council Committees Positions (est. time 5 min.)**
Item Type: Other

Recommendation:

New council committee positions

Admin - Poppa and Fast
Finance - Kelly and Janssen
Safety - Thompson and Rhoades
Public Works - Kellerman and McNeil

Details:

Item Number: DISCUSSION ITEMS- I.-4.
Committee 5/2/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 4/15/2016
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Discussion of Change in Election Dates (est. time 10 min.)**
Item Type: Discussion

Recommendation:

The City Attorney recommends the Council approve a policy addressing the change in election dates to comply with recent changes in the state law.

If the Council feels a more detailed procedure for filling a vacancy is needed, such policy can be adopted subsequent to adoption of this charter ordinance. With all of the other Johnson County communities currently appointing vacancies, finding sample policies to consider should be not be a problem.

Details:

The attached charter ordinance was developed by the City attorney based on recommendations by the Kansas League. Moving forward with the ordinance at this time ensures that we have ample time to prepare for the election date changes.

The ordinance reflects using an appointment process to fill vacancies on the governing body with in 60 days of the vacancy. Specifically it states that vacancies in the office of Mayor or Councilmember shall be filled according to Subsection (c) of Section 71 of Chapter 88, 2015 Kansas Session Laws, that section of state law reads:

Chapter 88. Sec. 71. (a) The purpose of this section is to provide an orderly and prompt means of filling vacancies in the governing body of a municipality. Prolonged vacancies in the governing body of a municipality deprive citizens of their right to representation and act as impediments to

the orderly function of government of municipalities.

(b) As used in this section, the following terms are defined as follows:

(1) “Governing body” shall include the mayor and members of the council, the mayor and commissioners or the chairperson and members of the board of supervisors, depending on the form of government of the city or the consolidated city and county.

(2) “Municipality” means any city or any consolidated city and county.

(c) Except as provided in subsection (d), the governing body of any municipality where a vacancy exists shall appoint, by a majority vote of the remaining members, a person to fill the vacancy within 60 days of the vacancy. If the appointment is not made within the 60-day time frame, the governing body shall pass a resolution calling for a special election to fill such vacancy to be held within 45 days of the passage of such resolution. Candidates for the vacant office shall file for such office as provided in K.S.A. 25-2110a, and amendments thereto. The special election shall be conducted by the county election officer. The candidate receiving the highest number of votes for the vacant position shall assume such office upon certification of the election results.

(d) The provisions of subsection (c) shall not apply to any municipality which has a procedure for filling vacancies in its governing body and which has filled such vacancies within 60 days of the vacancy.

If the governing body has not filled the vacancy within 60 days of the vacancy then the seat shall be filled through a special election (within 45 days, following the initial 60 days). If the City adopts a procedure for filling the vacancy then section C, does not apply so long as the vacancy has been filled within the 60 day time limit.

Additional Information

The ordinance reflects the default language of the state statute concerning filling council vacancies, which provides for filling the vacancy through appointment within 60 days and if not filled in 60 days then through a special election. A special election cost around \$5,000.

17 out of the 18 Johnson County communities fill council vacancies through an appointment process.

The Johnson County Election Commission was asked for their opinion on the ability to meet the 45 day timeline spelled out in the state law, as of the writing of this report we have not received a response.

ATTACHMENTS:

Description	Type
☐ Charter Ordinance 32	Cover Memo
☐ elections	Cover Memo

CHARTER ORDINANCE NO. 32

A CHARTER ORDINANCE EXEMPTING THE CITY OF ROELAND PARK, KANSAS FROM THE PROVISIONS OF K.S.A. 14-103, K.S.A. 14-201, K.S.A. 14-204, K.S.A. 14-205 AND K.S.A. 14-308, RELATING TO THE NONPARTISAN ELECTION OF OFFICERS, THEIR TERMS OF OFFICE, VACANCIES IN OFFICES, TRANSITIONS TO NOVEMBER ELECTIONS AND THE APPOINTMENT OF OFFICERS; PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECTS; AND REPEALING CHARTER ORDINANCE NO. 5, SECTION 2 OF CHARTER ORDINANCE NO. 23, AND CHARTER ORDINANCE NO. 24.

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

SECTION 1. The City of Roeland Park, Kansas, by the power vested in it by Article 12, Section 5 of the Kansas Constitution hereby elects to and does exempt itself and make inapplicable to it the provisions of K.S.A. 14-103, K.S.A. 14-201, K.S.A. 14-204, K.S.A. 14-205 and K.S.A. 14-308 that apply to this city, but are parts of enactments which do not apply uniformly to all cities, and to provide substitute and additional provisions therefor.

SECTION 2. (a) The Governing Body shall consist of a Mayor and 8 Councilmembers to be elected to terms as set forth herein. The Mayor shall be a resident and qualified elector of the City of Roeland Park, Kansas. The Councilmembers shall be residents and qualified electors of the City of Roeland Park, Kansas, and shall reside in the ward from which they are elected. The Council shall by ordinary ordinance specify the compensation of the Mayor and the Councilmembers.

(b) The Governing Body of the City may, by ordinance, divide the City into wards and precincts, establish the boundaries thereof, and number the same. No ordinance redefining wards and precincts shall become effective less than 30 days prior to the next regular City election.

SECTION 3. Those Governing Body positions with terms expiring in April 2017, shall expire on the second Monday in January of 2018, when the City officials elected in the November 2017 general election take office. Those Governing Body positions with terms expiring in April 2019, shall expire on the second Monday in January of 2020, when the City officials elected in the November 2019 general election take office.

SECTION 4. A general election of City officers shall take place on the Tuesday succeeding the first Monday in November 2017. Succeeding elections will be held every two years for all such Governing Body positions whose terms have expired. One Councilmember from each ward shall be elected at one election, and the other Councilmember from that ward shall be elected at the succeeding election. The Councilmembers shall have four year terms. The Mayor shall have a four year term. All elections in the City shall be nonpartisan.

SECTION 5. A vacancy in the office of Mayor shall occur because of death, resignation, removal from office for cause, or change of residency to outside the limits of the City. A

vacancy in the office of Councilmember shall occur because of death, resignation, removal from office for cause, or change of residency to outside the limits of the ward from which the Councilmember was elected. Vacancies in the office of Mayor or Councilmember shall be filled in the manner set forth in Subsection (c) of Section 71 of Chapter 88, 2015 Kansas Session Laws, or pursuant to any charter ordinance on the subject that may be passed in the future by the Governing Body.

SECTION 6. The Mayor shall appoint, by and with the consent of the Council, a Judge of the Municipal Court, a City Attorney, a City Prosecutor, an Ethics Attorney and a City Engineer. Prior to any initial appointment, a committee of the Governing Body appointed by the City Council shall interview candidates for the position and recommend one for appointment by the Mayor. Any officers appointed and confirmed shall hold an initial term of office of not to exceed one year and until their successors are appointed and qualified. Any officers who are reappointed shall hold their offices for a term of one year and until their successors are appointed and qualified. The Council shall by ordinary ordinance specify the duties and compensation of the office holders, and by ordinary ordinance may abolish any office created by the Council whenever deemed expedient.

SECTION 7. Charter Ordinance No. 5, Section 2 of Charter Ordinance No. 23 and Charter Ordinance No. 24 are hereby repealed.

SECTION 8. This Charter Ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

SECTION 9. This Charter Ordinance shall take effect 61 days after the final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided by Article 12, Section 5, Subsection (c)(3) of the Kansas Constitution, in which case this Charter Ordinance shall become effective upon approval by the majority of the electors voting thereon.

PASSED by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, this ____ day of _____, 2016.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM

Neil R. Shortlidge, City Attorney

Sec. 6-101. - Election of Governing Body.

- (a) There shall be elected on the first Tuesday succeeding the first Monday in April, 1989, and every four years thereafter, a Mayor. Each ward of the City shall be represented by, and shall elect, two Councilmembers. There shall be elected on the first Tuesday succeeding the first Monday in April, 1987, and every four years thereafter, one Councilmember from each of the wards of the City and there shall be elected on the first Tuesday, succeeding the first Monday in April, 1989, and every four years thereafter, one Councilmember from each of the wards of the City. The Mayor and Councilmembers shall hold their offices for a term of four years.
- (b) Candidates for the office of Mayor shall be at least 21 years of age on the date of the election and shall be a resident and qualified elector of and within the City. Candidates for Councilmember shall be at least 21 years of age on the date of the election and shall be a resident and qualified elector of the ward from which they stand for election. Should any person be elected to the office of Mayor and thereafter move his/her place of domicile to outside the limits of the City, then such person shall cease to be Mayor and a vacancy shall be deemed to exist and said vacancy shall be filled as herein provided. In the event that any person elected to the Council should change his/her place of domicile to outside the ward from which he/she was elected, then a vacancy shall be deemed to exist for such position of Councilmember and said vacancy shall be filled as herein provided.
- (c) In the event that a vacancy in the office of Councilmember should occur by reason of resignation, with or without acceptance by the Mayor, death, removal from office for cause, or change of residency to outside the ward from which said Councilmember was elected, the vacancy shall be filled in the following manner:

- (1) In the event that the vacancy occurs more than 60 days prior to the filing deadline for the next regular City Council election, the City Clerk shall, within ten days of the occurrence of the vacancy, cause notice of such vacancy to be mailed to every residence in the ward in which the vacancy occurred. The notice of the vacancy shall be in substantially the following form:

"A vacancy exists in the position of Councilmember from your ward. A special election will be held to elect a successor to fill the vacancy. Candidates for the position of Councilmember must be at least 21 years of age on the date of the election and a resident and qualified elector of the ward for which they stand for election from. Anyone wishing to be a candidate for the remaining term which expires _____, 20____ should contact the City Clerk and obtain a statement of candidacy. In order to be a candidate, the statement of candidacy together with a filing fee of \$10.00, or in lieu of such filing fee, a petition signed by 50 qualified electors of the ward or by at least one percent of the number of ballots cast in the ward in the last general City election, whichever is less, must be filed with the City Clerk by _____, 20____."

Notice of the vacancy shall be published once in the official City newspaper not later than 14 days after the vacancy occurs.

The City Clerk shall, within five days of the occurrence of the vacancy, notify the County Election Officer that a special election will need to be held within the City and shall obtain from the County Election Officer a date for such election consistent with the time provided in subsection (3) hereof.

- (2) Any person desiring to be a candidate must file the statement of candidacy and pay the filing fee or submit the proper petition by 5:00 p.m. on the 20th day following the mailing of the notice.
 - (3) The City shall hold a special election for the purpose of electing a Councilmember from among those persons who has properly filed a statement of candidacy as hereinbefore set forth. Such special election shall be held not less than 60 days nor more than 70 days following the date upon which such vacancy occurred. Only qualified electors within the ward in which the vacancy occurred shall be entitled to vote. The candidate receiving the greatest number of votes upon certification of the results by the County Election Officer shall assume the position of

Councilmember at the first regular meeting of the Governing Body following certification of the election.

- (4) Failure to follow the precise procedure provided herein shall not invalidate the results of any election held hereunder.
- (5) In the event that the vacancy occurs less than 60 days prior to the filing deadline for the next regular City Council election, the vacancy shall not be filled prior to the next regular City Council election and the candidate receiving the greatest number of votes for the vacant position at the next regular City Council election shall fill the vacancy for the remaining term.
- (6) If at any time there are more than two vacancies existing in the office of Councilmember, or in the event no person files a statement of candidacy as provided herein to fill the vacant Council position, the Mayor, upon the advice and consent of a majority of the remaining Council members, shall appoint a suitable resident and qualified elector of the ward in which said vacancy occurs to complete the unexpired term of office.
- (d) No person shall hold or occupy more than one office of the City, whether elective or appointive, at the same time.
- (e) For purposes of this section, the phrase "removal from office for cause" shall refer to removal pursuant to section 1-318(h) of the Code.
- (f) In the event that a vacancy in the office of the Mayor should occur because of death, resignation, removal from office for cause, change of residency to outside the limits of the City, then, if the President of the Council has executed a non-candidacy statement as hereinafter set forth, he or she shall become the Mayor until his or her successor is elected as hereinafter provided. If the President of the Council has not executed a non-candidacy statement, then the most senior Councilmember (determined by most recent continuous time in office) who has executed a non-candidacy statement shall serve as Mayor until his or her successor is elected. In the event there is not one Councilmember who is the most senior then the Council shall choose the Mayor from among the most senior Councilmembers who have executed non-candidacy statements. A successor to the Mayor shall be selected in the following manner:

- (1) In the event that the vacancy occurs more than 60 days prior to the filing deadline for the next regular City election at which a Mayor would be elected, the City Clerk shall, within ten days of the occurrence of the vacancy cause a notice to be mailed to every residence in the City. The notice shall be in substantially the following form:

"A vacancy existed in the office of Mayor of the City; such vacancy has been temporarily filled. However, a special election will be held to elect a successor to fill the unexpired term of the Mayor candidates for the position of Mayor must be at least 21 years of age on the date of the election and a resident and qualified elector of the City. Anyone wishing to be a candidate for the remaining term which expires _____, 20____, should contact the City Clerk and obtain a statement of candidacy. In order to be a candidate, the statement of candidacy together with a filing fee of \$10, or in lieu of such filing fee, a petition signed by 50 qualified electors of the City or by at least one percent of the number of ballots cast and counted in the last general City election, whichever is less, must be filed with the City Clerk by _____, 20____."

A copy of the notice shall be published once in the official City newspaper not later than 14 days after the vacancy occurs.

The City Clerk shall, within five days of the occurrence of the vacancy, notify the County Election Officer that a special election will need to be held within the City and shall obtain from the County Election Officer a date for such election consistent with the time provided in (3) hereof.

- (2) Any person desiring to be a candidate must file the statement of candidacy and pay the filing fee or submit the proper petition by 5:00 p.m. on the 20th day following the mailing of the notice.

- (3) The City shall hold a special election for the purpose of electing a Mayor from among those persons who have properly filed a statement of candidacy as hereinbefore set forth. Such special election shall be held not less than 60 days nor more than 70 days following the date upon which such vacancy occurred. Only qualified electors of the City shall be entitled to vote. The candidate receiving the greatest number of votes upon certification of the results by the County Election Officer shall assume the position of Mayor at the first regular meeting of the Governing Body following certification of the election.
- (4) Failure to follow the precise procedure provided herein shall not invalidate the results of any election held hereunder.
- (5) In the event that the vacancy occurs less than 60 days prior to the filing deadline for the next regular City election at which a Mayor would be elected, the procedure provided herein shall not apply and the candidate receiving the greatest number of votes for the position of Mayor at such regular City election shall succeed to the office of Mayor.

The non-candidacy statement shall be in substantially the following form:

"The undersigned Councilmember of the City of Roeland Park hereby states that I will not be a candidate for the position of Mayor to fill the unexpired term caused by the vacancy in office of the Mayor occurring more than 60 days prior to the filing deadline for the next regular City election at which the Mayor would be elected or if such vacancy has occurred within 60 days of such filing deadline, I will not be a candidate for the position of Mayor in the next regular City election at which a Mayor would be chosen. I agree not to file a statement of candidacy for such position and further agree that any such statement filed by me or on my behalf shall be void and of no force or effect and that the County Election Officer shall not include my name on any list of candidates for the position of Mayor at any election conducted under the provisions of this subsection."

(Chart Ord. No. 24, §§ 1, 2)

Item Number: DISCUSSION ITEMS- I.-5.
Committee 5/2/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 4/25/2016
Submitted By: Staff
Committee/Department: Admin.
Title: **Review Council President Nomination Procedure and Timeline
(est. time 10 min.)**
Item Type: Other

Recommendation:

At the first Council meeting in May of each year, nominations shall be made and an election shall be held not later than the second Council meeting in May.

Details:

Beginning on May 1, 2014, there shall be a President of the Council who shall serve a one-year term and who shall be selected in accordance with the following procedure. At the first Council meeting in May of each year, nominations shall be made and an election shall be held not later than the second Council meeting in May. Once the nominations are made, a brief five-minute speech will be allowed from each candidate. Upon election by the majority of a quorum present, the President shall be elected for the next term. This process will be repeated annually each May.

(b)

The President of the Council shall have the following duties:

- (1) Preside at meetings of the City Council in the absence of the Mayor while retaining all the privileges of a Councilmember;
- (2) Preside at meetings of the Committee of the Whole, except for discussion of a specific topic which falls under the purview of the Administration, Public Works, Public Safety or Finance Committees, during which discussion the Committee Chair shall preside;
- (3) Participate in meetings or events on behalf of the Mayor when the Mayor cannot attend

due to a schedule conflict; and

(4)

Advise and consult with City staff when an urgent issue arises and the Mayor cannot be reached in a reasonable period of time after attempts to reach the Mayor have been made.

Item Number: DISCUSSION ITEMS- I.-6.
Committee 5/2/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 3/7/2016
Submitted By: Sheri McNeil, Teresa Kelly, Erin Thompson
Committee/Department: Admin.
Title: **Proposed Change of Special Permit for Chickens (est. time 10 min.)**
Item Type: Ordinance

Recommendation:

To remove the keeping of chickens from being a special permit to simply being allowed.

Details:

Removing chickens from a special permit to simply being allowed would eliminate the need for residents to come before council. Paying the fee for a license could be handled by the City Clerk, the same as paying for a license for a dog or cat.

ATTACHMENTS:

Description	Type
☐ article 4 chickens	Cover Memo

ARTICLE 4. - CHICKENS

Sec. 2-401. - Registration and ~~and Special Permit Required~~; Fee.

~~(a) Any person who keeps chickens in the City shall obtain a special permit from the City Council prior to acquiring chickens.~~

~~(b)~~ (a) The principal use of the person's property must be a single-family use dwelling or duplex-family dwelling as defined in Chapter 16.

~~(c)~~ (b) The property must be occupied by the person requesting the permit.

~~(d) Applications for special permits shall be made to the City Clerk, and shall be accompanied by a permit fee in an amount established by resolution of the City Council. Special permits expire and become invalid one year after the date of issuance.~~

(c) Every owner of chickens over 16 weeks of age shall annually register with the City Clerk his or her name and address.

Sec. 2-402. - Renewal of Registration ~~and Special Permit Required; Fee; Refusal to Renew, Revocation or Suspension of Special Permit.~~

~~(a) A person who wishes to continue keeping chickens shall obtain a renewal permit on or before the expiration date of the previous permit. The application for a renewal permit shall be accompanied by a permit fee in an amount established by resolution of the City Council.~~

~~(b) Renewal applications shall be approved by the City Clerk, unless a complaint has been filed with the City or its representatives. If complaints are received, renewal applications may only be approved by the City Council.~~

~~(c) The City Council may refuse to renew or revoke a special permit if, following a public hearing, it finds any of the following:~~

~~(1) The premises are being maintained in violation of any applicable law of the State of Kansas, or of the City.~~

~~(2) The premises are being maintained so as to be a public nuisance.~~

~~(3) The premises are being maintained so as to be detrimental to the health, safety or peace of mind of persons residing in the immediate vicinity.~~

It shall be the duty of the City Clerk or designated agent, upon receipt of the registration fee hereinbefore required to keep a record suitable for the registration of chickens, the time of the registration, the name of the owner or keeper, the number of the registration and the amount paid therefore.

The City Clerk shall deliver to the owner or keeper of the chickens a certificate in writing, stating that the person has registered the chickens and the number by which the chickens are registered.

Sec. 2-403. - Same; Number and Type of Chickens Allowed.

- (a) No person or household shall own or harbor more than six chickens of 16 weeks of age or older or more than one clutch (eight) chicks per tract of land regardless of how many dwelling units are on the tract.
- (b) Only female chickens are allowed.

Sec. 2-404. - Enclosures.

- (a) Chickens must be kept in a clean, safe and healthy environment.
- (b) Chickens must be kept in a coop, run or chicken tractor at all times.
- (c) All coops shall be inspected and approved by the Building Inspector.
 - (1) The coop must be built with a minimum of 12 square feet per chicken, not to exceed 85 square feet total (minimum two square feet of coop per chicken).
 - (2) The coop shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked. Opening windows and vents must be covered with predator- and bird-proof wire of less than one-inch openings.
 - (3) The coop, run and chicken tractor shall consist of sturdy wire or wooden fencing.
 - (4) The coop, run and chicken tractor shall be designed so as to be easily maintained.
 - (5) The coop, run and chicken tractor shall be constructed with durable materials that will hold up to weather and environment.
 - (6) Used materials (reclaimed material) for enclosures must be approved by the Building Inspector as referenced in the adopted International Residential Code. The use of scrap, waste board, sheet metal, or similar materials is prohibited.
- (d) Coops, runs and chicken tractors may only be located in the rear yard of the property, as defined in Chapter 16.
- (e) Coops must be located at least ten feet from the property line and at least 40 feet from any adjacent residential dwelling, church, school or place of business.
- (f) Chicken runs and chicken tractors must be located at least ten feet from the property line.

Sec. 2-405. - Odor and Noise Impact.

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

(Ord. No. 857, § 14; Ord. No. 903, § 24, 1-26-2015)

Sec. 2-406. - Waste Storage and Removal.

Chicken waste is the responsibility of the owner; no more than three cubic feet of chicken manure can accumulate. The coop and surrounding area must be kept free from trash and accumulated droppings. Composting of manure must follow City Code Section 15-105 - Composting.

(Ord. No. 857, § 15)

Sec. 2-407. - Feed and Water.

- (a) Chickens shall be provided with access to feed and clean water at all times.
- (b) All feed and other items associated with the keeping of chickens shall be protected from or to prevent rats, mice, or other rodents from gaining access to or coming into contact with the feed.

(Ord. No. 857, § 16)

Sec. 2-408. - Predators and Rodents.

The chicken owner shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. ;hn0; (Ord. No. 857, § 17)

Sec. 2-409. - Non-Commercial Use.

- (a) Chickens are not to be kept for profit.
- (b) Commercial chicken operations are prohibited.

(Ord. No. 857, § 18)

Sec. 2-410. - Reserved.

Editor's note— Ord. No. 903, § 25, adopted January 26, 2015, repealed the former § 2-410 in its entirety, which pertained to chickens harmed by dogs or cats, and derived from Ord. No. 857, § 19.

Sec. 2-411. - Unlawful Acts.

- (a) No person shall publicly slaughter any chicken.
- (b) It shall be unlawful for any person to keep chickens in violation of any provision of this article.
- (c) It shall be unlawful for any owner, renter or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this article.
- ~~(d) If the requirements of this section are not complied with, the City may revoke any special permit granted under this section and/or initiate prosecution for a civil infraction violation.~~

(Ord. No. 857, § 20)

Sec. 2-412. - Enforcement

- (a) Lack of care, illness issues and abuse complaints will be handled through code enforcement, police and protection ordinances.
- ~~(b) A person who had been issued a special permit shall submit it for examination upon demand by any police officer or code enforcement officer.~~
- (c) Where chickens are found running at large, the City will seek assistance from a person with expertise in catching chickens.

(Ord. No. 857, § 21)

Sec. 2-413. - Nuisances.

Any violation of this article that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under the general nuisance abatement provisions of Chapter 8, Article 3.

(Ord. No. 857, § 22)

Item Number: DISCUSSION ITEMS- I.-7.
Committee
Meeting Date: 5/2/2016



City of Roeland Park Action Item Summary

Date: 4/28/2016
Submitted By: Staff
Committee/Department: Admin.
Title: **Committee Reappointment (est. time 5 min.)**
Item Type: Other

Recommendation:

To reappoint Duane Daugherty to sustainability and Tim Churchman to Board of Zoning Appeals.

Details:

ATTACHMENTS:

Description	Type
📎 Duane Daugherty	Cover Memo
📎 Tim Churchman	Cover Memo

Committee Volunteer Application

wordpress@roelandpark.net on behalf of

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

Wed 4/27/2016 1:23 PM

Inbox

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

📎 1 attachment (41 KB)

DuaneDaughertyResume.pdf;

Committee Volunteer Application Form

Email:	- - -
Date:	04/27/2016
Name:	Duane A Daugherty
Daytime Phone Number:	
Evening Phone Number:	
Address:	5229 Howe Drive Shawnee Mission, KS 66205 United States of America
Place of Employment:	Progressive Environmental & Safety Group.
How long have you been a resident of Roeland Park?:	23 years
How much time do you have to devote per month?:	4 to 6 hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I have a keen interest personally and professionally in issues involving the environment and liveability of my community. I believe I have broad-based perspective to bring to discussions on these matters.
Select which Board or Committees you are interested in serving on: (only one per application):	Sustainability
Additional, comments: (If any):	

Committee Volunteer Application

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

Fri 4/29/2016 1:03 PM

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

Committee Volunteer Application Form

Email:	
Date:	04/29/2016
Name:	Tim Churchman
Daytime Phone Number:	
Evening Phone Number:	
Address:	5057 Parish Drive ROELAND PARK United States of America
Place of Employment:	Self
How long have you been a resident of Roeland Park?:	35 years or so
How much time do you have to devote per month?:	a few
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I want to help keep Roeland Park a desirable place to live in, own a house, and raise a family.
Select which Board or Committees you are interested in serving on: (only one per application):	Board of Zoning Appeals
Additional, comments: (If any):	
File Upload:	
HTML:	

Item Number: DISCUSSION ITEMS- I.-8.
Committee 5/2/2016
Meeting Date:



City of Roeland Park Action Item Summary

Date: 4/29/2016
Submitted By: Staff
Committee/Department: Admin.
Title: **Ordinance for Citywide Block Party (est. time 5 min.)**
Item Type: Ordinance

Recommendation:

Allowing Consumption of Alcohol for the Citywide Block Party

Ordinance 929 AN ORDINANCE ALLOWING CONSUMPTION OF ALCOHOL ON CERTAIN PUBLIC PROPERTY FOR A LIMITED TIME AND PURPOSE, PURSUANT TO K.S.A. 2013 SUPP. 41-719(d).

Details:

City Code requires an ordinance be passed if there is an event involving alcohol on public property. The Community Events Committee has asked for permission to have this event that may include the consumption of alcohol.

ATTACHMENTS:

Description	Type
☐ Ordinance 929	Cover Memo

ORDINANCE NO 929

AN ORDINANCE ALLOWING CONSUMPTION OF ALCOHOL ON CERTAIN PUBLIC PROPERTY FOR A LIMITED TIME AND PURPOSE, PURSUANT TO K.S.A. 2013 SUPP. 41-719(d).

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

SECTION 1. Purpose. The purpose of this ordinance is to allow for consumption of alcoholic liquor at the City of Roeland Park's "R Park" (located at 5535 Juniper) for a Community Block Party on June 4, 2016.

SECTION 2. Exemption of City Property. Pursuant to K.S.A. 2013 Supp. 41-719(d), the City hereby exempts for a limited time and purpose the following property ("Exempted Property"), title of which is vested in the City, from K.S.A. 2013 Supp. 41-719(c), which prohibits the drinking or consumption of alcoholic liquor by any person on public property:

A tract of land in the Northwest Quarter of Section 9, Township 12, Range 25, in the City of Roeland Park, Johnson County, Kansas, described as follows:

Beginning at a point which is 906.14 feet West and 215 feet South of the Northeast corner of said Northwest Quarter, thence West 510; thence South 512.7 feet to the North line of 56th Street; thence Northeasterly along the North line of 56th Street to a point which is 465.54 feet South of the point of beginning; thence North 465.54 feet to the point of beginning, except that part in any road.

The exemption of the foregoing property from the provisions of K.S.A. 2013 Supp. 41-719(c) shall be limited to June 4, 2016, and thereafter, the exemption and all other sections of this ordinance shall be of no force or effect.

SECTION 3. Limited Suspension of Certain City Ordinances Pertaining to Alcoholic Liquor. Notwithstanding any provisions in the Code of the City of Roeland Park, Kansas to the contrary, including but not limited to Sections 3-102 and 12-108 of the Code, the City may allow the possession, drinking and consumption of alcoholic liquor by persons twenty-one (21) years of age or older on June 4, 2016 on the Exempted Property in conjunction with the Community Block Party for residents; provided that nothing contained in this ordinance shall constitute a suspension of any ordinances prohibiting drunkenness, disturbing the peace, or disorderly conduct on the Exempted Property.

SECTION 4. Take Effect. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED by the City Council the 16th day of May 2016. APPROVED by the Mayor.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Neil R. Shortlidge, City Attorney