

**GOVERNING BODY WORKSHOP AGENDA  
ROELAND PARK  
Roeland Park City Hall - 4600 W 51st St  
Monday, August 20, 2018 6:00 PM**

- |  |   |   |
|--|---|---|
| <ul style="list-style-type: none"><li>• Mike Kelly, Mayor</li><li>• Becky Fast, Council Member</li><li>• Jennifer Hill, Council Member</li><li>• Tim Janssen, Council Member</li></ul> | <ul style="list-style-type: none"><li>• Jim Kelly, Council Member</li><li>• Tom Madigan, Council Member</li><li>• Claudia McCormack, Council Member</li><li>• Michael Poppa, Council Member</li><li>• Erin Thompson, Council Member</li></ul> | <ul style="list-style-type: none"><li>• Keith Moody, City Administrator</li><li>• Jennifer Jones-Lacy, Asst. Admin.</li><li>• Kelley Bohon, City Clerk</li><li>• John Morris, Police Chief</li><li>• Jose Leon, Public Works Director</li></ul> |
|--|---|---|

Admin	Finance	Safety	Public Works
Kelly	Thompson	McCormack	Poppa
Madigan	Fast	Janssen	Hill

**I. APPROVAL OF MINUTES**

A. July 16, 2018

**II. DISCUSSION ITEMS:**

1. Presentation from Johnson County on 5-year Solid Waste Plan
2. Review Agreement with Johnson County for Administration of Stormwater Best Management Practices Program
3. Review Bids for Shade Structures at Granada Park
4. Review Fall Leaf Pickup Schedule and Marketing Materials
5. Verizon Wireless Franchise Agreement

**III. NON-ACTION ITEMS:**

**IV. 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](http://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: APPROVAL OF MINUTES- I.-A.  
Committee 8/20/2018  
Meeting Date:



## City of Roeland Park

Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: July 16, 2018  
Item Type:

### Recommendation:

### Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

### ATTACHMENTS:

Description	Type
July 16, 2018	Cover Memo



**GOVERNING BODY WORKSHOP MINUTES**  
**Roeland Park City Hall**  
**4600 W 51st Street, Roeland Park, KS 66205**  
**Monday, July 16, 2018, 6:00 P.M.**

- Mike Kelly, Mayor
- Becky Fast, Council Member
- Jennifer Hill, Council Member
- Tim Janssen, Council Member

- Jim Kelly, Council Member
- Tom Madigan, Council Member
- Claudia McCormack, Council Member
- Michael Poppa, Council Member
- Erin Thompson, Council Member

- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Bohon, City Clerk
- John Morris, Police Chief
- Jose Leon, Public Works Director

**Admin**

Kelly  
Madigan

**Finance**

Thompson  
Fast

**Safety**

McCormack  
Janssen

**Public Works**

Poppa  
Hill

CMBR Poppa called the meeting to order. CMBR Fast arrived after the start of the meeting.

**I. MINUTES**

**A. June 4, 2018**

The minutes were approved as submitted.

**II. DISCUSSION ITEMS**

**1. Bella Roe Fountain/Sign Discussion**

Joshua Gatewood, owner of the Bella Roe Center, requested to amend the TIF-1 development agreement currently in place. The agreement states there are to be four fountains. Currently there are three. Mr. Gatewood would like to remove them and replace them with other elements such as signage, plantings and an artistic mosaic piece. The goal is to have something that is lower maintenance and allow for a year-round appearance. The fountains have consistent issues and have not been operating for quite a while. The Planning Commission supports the amendment and Mr. Gatewood has been working with the Arts Committee on incorporating mosaic art into the sign. He is also asking for preliminary approval of the general concept. This change only requires an amendment, which the City attorney put together, as it is not a change of use for the property itself.

Ms. Jones-Lacy showed artistic examples of mosaic designs that could be similar to ones for Bella Roe.

CMBR Janssen requested that whatever mosaic they use that it hold up to the four seasons.

CMBR Madigan said he supported dressing up the shopping center and would recommend approval of the amendment, but he would like to see the walkway between the parking lot and Price Chopper repaired or updated. He also said he would like to see defined crosswalks as it is a dragstrip through the parking lot and you take your life in your hands.

Mr. Gatewood said they have a plan for this fall for the lot. He added that the Roe 2020 project is what spurred the idea of the changes and sees it as a good opportunity to tie into that design.

CMBR Poppa thanked Mr. Gatewood for working closely with the Planning Commission and the Arts Committee to come up with good ideas.

There was consensus to move this to New Business at the August 20<sup>th</sup> City Council where they will approve the preliminary project with designs to come before Council for final approval.

## **2. Discuss Naming R Park Pavilion**

Jennifer Provyn from the Parks Committee asked for support of the Governing Body for them to move ahead with the grant writing process for a family grant that could quite potentially be a large amount of funds. The family has deep ties to Roeland Park and has an ongoing vested interest in community support and has taken on such endeavors as the trail in R Park.

The Council adopted a naming rights policy of City assets in 2015 and this pavilion falls under that purview. One caveat of the requested grant is that they be allowed to recommend a name for the facility. If approved for the grant, they would submit a name for final approval by the Council.

The large shelter (pavilion) is in the 2020 CIP and has an estimated cost of \$200,000. The grant provides a 50 percent match of the project.

Mayor Kelly thanked Ms. Provyn for all that Parks Committee does for the City and is supportive of the request.

The Governing Body agreed to move forward with the grant process.

## **3. Update on Leaf Pick-Up for Westwood and Westwood Hills**

City Administrator Moody said the City of Westwood has indicated that they will be providing leaf pick-up service to their residents in-house. Westwood Hills relies on Westwood for their public works services and has asked Roeland Park for an estimate. The City's approach would be to use the trackless machine for Westwood Hills. They already know the time and costs involved and will be submitting a figure to them. Westwood Hills has said they have taken the resources out of their budget and will determine if this is something they wish to do in 2018.

CMBR Poppa thanked Mr. Leon and Mayor Kelly and City Administrator Moody for speaking with Westwood and Westwood Hills.

## **4. 5000 Johnson Drive Rezoning Update**

Ms. Jones-Lacy said a public hearing will be held July 17th at 6:00 p.m. at the Planning Commission meeting regarding rezoning the Johnson Drive property from Office Building District to Mixed Use. She encouraged the Council to attend the meeting.

## **5. Review On-Street Parking Draft Policy**

City Administrator Moody presented the edited parking policy to incorporate the direction that was taken at the last Workshop. There is a threshold of 51 percent of property owners who must be on board. Each lot is counted as one owner. They have also added length requirements for a street and that a street must contain an intersection or dead-end.

CMBR Kelly said he appreciates the work that has gone into this but still has concerns. He wants residents to know they can always bring their concerns before the Council and would recommend a disclaimer stating such in the policy.

CMBR Hill asked if the 51 percent is defined as who responded to the request or the properties affected. City Administrator Moody said it would be total properties within the corridor. Each property would be counted as one and would not apply to the number of owners.

Mayor Kelly agreed with CMBR Kelly and said a disclaimer would be a reminder that people are always welcome to come and provide public comment, even if it is a matter affecting only their house. He added that residents can speak to their ward representatives, who can put an item on the agenda.

CMBR Poppa said he understands the reasoning for the disclaimer but that it invalidates the intent of the policy.

CMBR Thompson said they always have a process where a certain number of Councilmembers can bring something forward to Council.

CMBR Hill asked if residents would be given choices or be able to state reasons for their request. City Administrator Moody said they are on the application form to state the reason for making the request.

Mayor Kelly said he would like to see that people can always come directly to Council.

CMBR Madigan said he finds it unnecessary and confusing and CMBR Fast said she did not think it was needed.

CMBR Janssen said disclaimer language could be integrated into Section C-1 of the policy.

CMBR Hill agreed with incorporating the language there.

CMBR McCormack and CMBR Thompson were fine with adding the disclaimer.

CMBR Kelly recommended adding the disclaimer to the application as opposed to the policy.

It was unanimous to add the disclaimer to the application itself and not to the policy. This item will be added to New Business on the August 20th City Council meeting.

#### **6. Consideration of a Resolution Providing Notice of Roeland Park's Intent to Withdraw from NEAC Effective 1/1/2019.**

City Administrator Moody said their NEAC agreement states they need to give notice within a certain time frame to withdraw and they need to take action by August 2018.

CMBR Madigan would like to see this on the agenda for the Council meeting tonight. City Administrator Moody said they could draw up a resolution.

This item will be moved to New Business at the Council meeting following the Workshop.

#### **7. Appointment of Ward I Planning Commissioner**

Pete Davis is asking for Council approval to fill the Ward 1 Planning Commission vacancy. His resumé and application are attached for Council review. Ms. Jones-Lacy said this has been a long-time vacancy and they are eager to get it filled.

CMBR Madigan said it was his fault Mr. Davis was not at the meeting, as he forgot to e-mail Mr. Davis and tell him to be at the meeting.

CMBR Fast said Mr. Davis has great experience working with the EPA on renewable energy in buildings and believes that this is a great background to have.

Ms. Jones-Lacy added that he has served on the ad hoc aquatics committee and has experience working with the City.

There was consensus to move this to the Consent Agenda.

### **III. NON-ACTION ITEMS**

City Administrator Moody said Marshall McKinney is putting together a press release concerning the different projects that are underway at the pool. The installation of the diving boards is still pending. The repair of the drain valve for the vortex pool is complete. There is a hold on replacing the slide in the kiddie area due to how late in the season it would be. Water's Edge will make a presentation at the July 10th Pool Advisory Committee meeting at the Community Center where they will discuss the engagement process they will use. Light poles also need to be replaced at the pool, but this does not affect operations.

City Clerk Bohon said there will be fireworks July 3rd at Bishop Miege High School.

### **IV. ADJOURN**

CMBR Poppa adjourned the meeting.

(Roeland Park Governing Body Workshop Adjourned at 8:40 p.m.)

Item Number: DISCUSSION ITEMS- II.-1.  
Committee 8/20/2018  
Meeting Date:



## City of Roeland Park

Action Item Summary

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Date: 8/16/2018  
Submitted By: Megan England  
Committee/Department: Admin.  
Title: **Presentation from Johnson County on 5-year Solid Waste Plan**  
Item Type: Presentation

### Recommendation:

Informational, no action anticipated.

### Details:

Presentation from Johnson County on 5-year Solid Waste Plan  
How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> JoCo Solid Waste Committee	Cover Memo



# Johnson County Solid Waste Management Committee (SWMC)

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# Recycling in the KC Metro

- <https://www.kshb.com/news/local-news/changes-in-china-affecting-kansas-city-recycling>

# Purpose of SWMC

- Preparation and Oversight of JoCo Solid Waste Management 5-Year Plans
  - 65-3405. Solid waste management plan required; solid waste management committee; process for adoption and revision of plan; contents of plan.  
(a) Each county of this state, or a designated city, shall submit to the secretary a workable plan for the management of solid waste in such county.

Attached Documents: Full state statute, 2013 SWMC Plan



# SWMC Members

## Council of Mayors Appointees:

Cities of the 1st class:

Kent Seyfried (Olathe)  
Lisa McDaniel (Shawnee)  
Don Seifert (Olathe)  
Maggie Roby (Overland Park)  
Ruth Hopkins (Prairie Village)

Cities of the 2nd class:

Debra Kring (Mission)  
Megan England (Roeland Park)  
Dave Drovetta (Gardner)

Cities of the 3rd class:

\*Vacant\*

## County Commission Appointees:

Raymond Manley (General Public)  
Scott Martin (Private Industry)  
Anne Melia (Citizen Organization)  
Daniel Jones (Solid Waste Industry)  
Mike Hey (Recycling Industry)  
\*Vacant\* (Unincorporated)

# Past Plan Successes

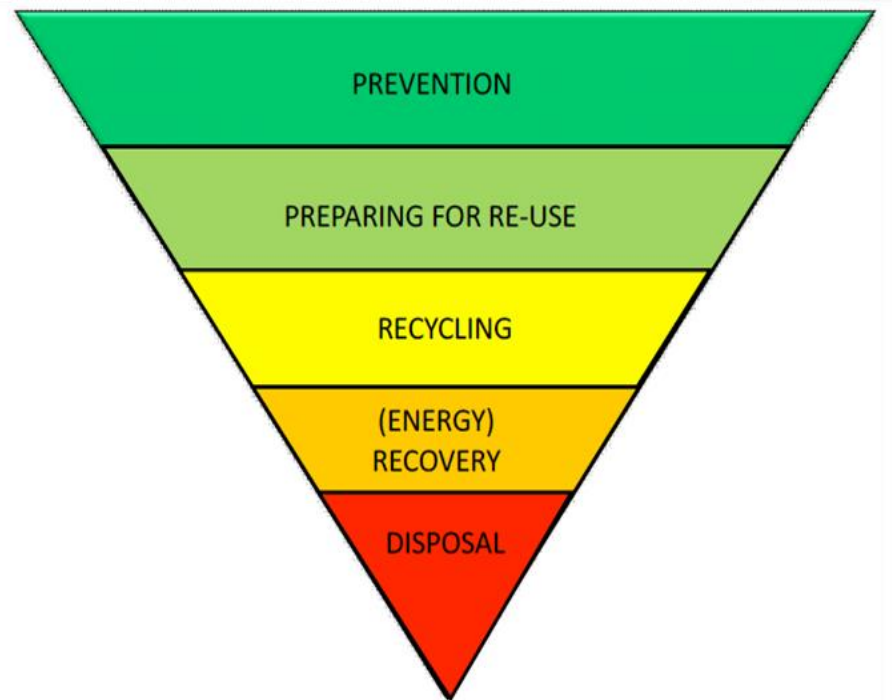
- Code of Hauler Regulations:
  - Yard waste diversion
  - Recycling for all
  - Pay-as-you-throw stickers for over 96 gal.
- Extended landfill use permit from the City of Shawnee
  - From 2027 to 2043

# Curbside Recycling Survey Results

City	Total houses	Total participating	Participation Rate	Total bagged recyclables	Bagging rate	Other notable contaminants	Plastic rate	% of loads that contained bags or were bagged
Gardner	80	54	67.5%	5	9.3%	Plastic bags and film- 6	11.1%	20.4%
Lenexa	75	67	89.3%	4	6.0%	Plastic bags and film- 3	4.5%	10.4%
Merriam	75	61	81.3%	6	9.8%	Plastic bags and film- 9	14.8%	24.6%
Mission	75	64	85.3%	11	17.2%	Plastic bags and film- 8	12.5%	29.7%
Mission Hills	75	71	94.7%	8	11.3%	Plastic bags and film- 10	14.1%	25.4%
Olathe	75	64	85.3%	5	7.8%	Plastic bags and film- 8	12.5%	20.3%
Overland Park- North	75	66	88.0%	4	6.1%	Plastic bags and film- 9	13.6%	19.7%
Overland Park- South	75	67	89.3%	8	11.9%	Plastic bags and film- 10	14.9%	26.9%
Prairie Village	75	70	93.3%	7	10.0%	Plastic bags and film- 16	22.9%	32.9%
Roeland Park	75	61	81.3%	5	8.2%	Plastic bags and film- 5	8.2%	16.4%
Shawnee	75	70	93.3%	7	10.0%	Plastic bags and film- 20	28.6%	38.6%
Spring Hill	75	39	52.0%	6	15.4%	Plastic bags and film- 4	12.1%	27.5%
Westwood Hills	60	47	78.3%	10	21.3%	Plastic bags and film- 3	6.4%	27.7%
Total	965	801	83.0%	86	11.1%		13.5%	24.6%

# Major Plan Update: 2018/19

- Stakeholder meetings
- Goal setting
  - Infrastructure needs after 2043
- Ensuring a sustainable waste management future



# How can cities help?

- Participate in stakeholder meetings in early 2019
  - Burns & McDonnell will be conducting
    - Look for invite
  - Promote participation (Sustainability Committees, interested members of community, etc)
- Support waste reduction, reuse and recycling in your city and promote in resident communications

# Life of a Strawberry

- <https://www.youtube.com/watch?v=WREXBUZBrS8>

# References

- [Solid Waste Management Plan 2013](#)
- [KS Statute](#)

Item Number: DISCUSSION ITEMS- II.-2.  
Committee 8/20/2018  
Meeting Date:



## City of Roeland Park

### Action Item Summary

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Date: 8/17/2018  
Submitted By: Jose Leon, Director of Public Works  
Committee/Department: Public Works  
Title: **Review Agreement with Johnson County for Administration of Stormwater Best Management Practices Program**  
Item Type: Agreement

#### Recommendation:

**Staff recommends for Council to approve the Stormwater Best Management Practices (BMP) Cost-Share Program Agreement with Johnson County.**

#### Details:

The County's BMP reimbursement program was initiated in 2011. The program acts as resource to assist Johnson County residents to use stormwater friendly methods on their property to manage stormwater such as: Rain Barrels, Native Tree Plantings, Rain Gardens, and Pollinator Plant Gardens. The City participated in the program in the years 2012-2015.

The program requires staff to review residents plans, approve them, make field visits for inspection, and provide administrative assistance for reimbursement. Staff decided not to participate in 2016 and 2017 because of the time it takes to manage the program properly. In 2017, Director of Public Works, Jose Leon, asked the County if there is a way for the County to provide staff assistance to help manage the program so Roeland Park can continue to use the program.

The County negotiated services with Bridging The Gap (BTG) to provide assistance to Roeland Park, Fairway, and Westwood to manage the program with BTG staff. Staff will work in coordination with BTG staff to provide reimbursements to the residents based on their application and work completed within the program.



Reimbursements to the residents come from the City, but the City is reimbursed from the County. The cap dollar the County provide the City is \$5,000.00 for reimbursements. The most the City has ever reimbursed residents in a single year through this program was \$1,118 in 2014.

Project Type Project Reimbursement Cap

Rain Barrel \$75 per barrel, up to two

Native tree planting \$150 per tree, up to two

Pollinator/Native plant garden \$1000

(Minimum purchase of pollinator/native plants must be \$50, which is \$25 reimbursement)

Rain Garden (must have pre-approval) \$1000

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Additional Information

County staff has worked with Bridging the Gap staff to develop a website for the program. This website answers many of the questions residents would ask and provides several details about the program:

[www.containtherainjoco.com](http://www.containtherainjoco.com)

**ATTACHMENTS:**

Description	Type
 2018 Cost Share Agreement	Cover Memo

## **Agreement**

### **For Stormwater BMP Cost-Share Program**

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Johnson County Kansas by Public Works Department (hereinafter “the County”) and the city of Roeland Park, Kansas, (hereinafter “the City”) (hereinafter collectively “the Parties”) as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

### **Recitals**

A. The City and the County cooperate, in general, and have entered into numerous beneficial arrangements in the past for the control of stormwater runoff to reduce the amount of pollutants in local streams, prevent stream bank erosion, and reduce flooding caused by stormwater.

B. The Stormwater Management Advisory Council determined that it is in the best interests of the residents of Johnson County for the County’s Stormwater Management Program to participate in a cost-share program with the City that promotes the use of rain barrels, rain gardens, native trees, and native plantings on residential property to reduce stormwater runoff as well as increase public awareness of stormwater-related issues, all as required by federal NPDES stormwater rules and regulations.

C. The City has developed BMP cost-share program (“Program”) which allows its residents to seek and receive reimbursement for a portion of costs related to the installation of certain BMPs.

D. The County, with the concurrence of the Stormwater Management Advisory Council, hereby agrees to provide \$5,000.00 to the City for its Program upon the following terms and conditions:

### **Agreement**

1. **Purpose of Agreement.** The Parties enter into this Agreement for the purpose of providing City residents the opportunity to receive partial reimbursement for implementing certain stormwater best management practices. The Parties acknowledge that residents shall be allowed to apply for funding in accordance with the Program requirements set forth in the attached Exhibit A.
2. **County Contribution.** The County agrees to contribute up to \$5,000 towards the Program. Not more than once each calendar quarter, the City shall submit to the County a statement satisfactory in form and content to the Manager of the Stormwater Management Program detailing the expenditure of funds during the preceding calendar quarter.
3. **Administration of Program.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Program in its own name and not as an agent of the County. The City agrees to be solely responsible for the administration of all other contracts for the Program. Any contract disputes shall be resolved by the City at the City’s sole cost and expense.
4. **Reporting Requirements.** The City agrees to provide a final report to the County summarizing the projects completed under the Program.

5. **Duration and Expiration of Agreement.** This Agreement shall be effective as of August 1, 2018, and shall expire on January 31, 2019. The Parties acknowledge and agree that any prior agreements on the same subject matter have expired and neither party has any unfilled obligations under that agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by each of the Parties hereto.

**City of Roeland Park, Kansas**

**Johnson County Public Works Department**

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Keith Moody  
City Administrator

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Brian Pietig  
Director of Public Works

Approved as to form:

Approved as to form:

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Steve E. Mauer  
City Attorney

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Robert A. Ford  
Asst. County Counselor

Attest:

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Kelley Bohon,  
City Clerk

## EXHIBIT A

# Contain the Rain in Johnson County 2018 Stormwater Best Management Practices Program Requirements

The City encourages individual homeowners and businesses to incorporate Stormwater Best Management Practices (BMP) on their property to aid in the improvement of local and regional water quality. At the same time, the city encourages planting native plants and trees to support the natural ecosystem and provide food for pollinators like bees and butterflies. The program will reimburse applicants up to 50% of eligible expenses, not to exceed a project reimbursement cap for the proper installation of the following best management practices:

Project Type	Project Reimbursement Cap
Rain Barrel	\$75 per barrel, up to two
Native tree planting	\$150 per tree, up to two
Pollinator/Native plant garden (Minimum purchase of pollinator/native plants must be \$50, which is \$25 reimbursement)	\$1000
Rain Garden (must have pre-approval)	\$1000

### Program Applicant Conditions

1. All native plants and trees planted must be included on the list of approved natives.
2. Trees must not be planted where it will interfere with traffic sight lines or in the right-of-way.
3. Know the space where you are planting a tree. Homeowner is responsible for verifying the species of tree will work in the space. Visit <https://www.arborday.org/trees/righttreeandplace/> for more information.
4. The City is not liable for personal injury or property damage resulting from work related to the project.
5. The funded project must be maintained for a minimum of three years. All maintenance costs are the sole responsibility of the applicant and/or property owner. The City is not responsible for trees or plants that do not survive.
6. The applicant is responsible for obtaining all applicable permits, **including notifying Kansas One-Call before digging**. The Dig Safe phone number is 811.
7. To be reimbursed:
  - a. The City will reimburse after all costs have been incurred, final receipts are submitted, and final approval is obtained.
  - b. All reimbursements are on a first come, first serve basis until funding runs out.
  - c. Applicant is responsible for all project costs.
  - d. All projects and/or installations must be completed with all final documentation submitted by November 30, 2018.
8. For Rain Gardens Only:
  - a. Pre-approval is required before any work can begin.
  - b. The City requires access to the property for evaluation of the application prior to the start of the project, during installation, and after the project is complete for final inspection.
  - c. Projects pre-approved for funding carry no implied warranty or guarantee of reimbursement by the City.
  - d. Implementation of the approved project is the sole responsibility of the applicant.

### **Instructions to Apply for Reimbursement for Rain Gardens**

1. Complete pre-approval application. Applicant will need to provide:
  - a. Completed online or paper application
  - b. Description of the work to be completed
  - c. Photos of project location on the property
  - d. Cost summary and/or contractor's estimate for project
  - e. Contractor's Certificate of Insurance listing the City name as additional insured
  - f. Anticipated project schedule and completion date
2. Submit form and supporting documents/photos online or mail to contact below.
3. A site visit will be scheduled by Bridging The Gap. This inspection must be complete before any work on the rain garden can begin.
4. After inspection, the pre-approval decision will be determined.
5. Contact Bridging The Gap for final inspection of rain garden once the work is complete.
6. Submit final receipts and photos, if applicable, to Bridging The Gap for final approval.
7. Approval decision will be received within five business days of completed final application.
8. Payment of approved projects will be complete in approximately 6-8 weeks.

### **Instructions to Apply for Reimbursement for Pollinator/Native plants, Native trees, or Rain Barrels**

1. Complete the online reimbursement form.
2. Submit supporting documentation (all receipts/invoices, before and after photos of project)
3. Approval decision will be received within five business days of completed applications.
4. Reimbursement will be complete in approximately 6-8 weeks.

**All reimbursements are made on a first come, first served basis until funding runs out. Pre-approval of your project does not guarantee reimbursement.**

### **Contact Information:**

Jerri Miller  
Bridging The Gap  
1427 W 9<sup>th</sup> Street, Ste 201  
Kansas City, MO 64101  
[jerri.miller@bridgingthegap.org](mailto:jerri.miller@bridgingthegap.org)  
816.561.1085

Common Name	Botanical Name	Mature Height (ft)	Mature Sp	Growth Ra	Soil Moisture			Sun Exposure			Characteristics
					Wet	Moist	Dry	Full Sun	Part Sun	Shade	
American Hornbeam	Carpinus caroliniana	Small, 30	30	Slow		X				X	Tolerant of many conditions; will tolerate light shade. Can take full sun but may scorch in extremely dry locations under drought conditions.
Basswood	Tilia americana	Medium, 60	35	Moderate	X	X	X	X	X	X	Very versatile tree with leaves turning yellow in fall. Small yellow flowers attract bees.
Black Cherry	Prunus Serotina	Medium, 50	45	Fast		X	X	X	X		High salt tolerance. Dark green leaves turn yellow/red in the fall. White tassel-like flowers develop into small red fruits that then turn black in the fall.
Black Gum	Nyssa sylvatica	Medium, 50	30	Slow	X	X			X		Beautiful tree known for lustrous green leaves in summer and consistent colorful red fall foliage. Indiscript flowers are an excellent nectar source for bees.
Bur Oak	Quercus macrocarpa	Large, 75	75	Slow	X	X	X	X			High drought tolerance. Produces large acorns.
Downy Hawthorn	Crataegus mollis	Small, 20	20	Slow		X	X	X			White showy flowers give way to red fruits. Tree does have thorns.
Downy Serviceberry	Amelanchier arborea	Small, 25	15	Moderate			X		X	X	White star shaped flowers in early spring, yellow to red fall color.
Fringe Tree	Chionanthus virginicus	Small, 15	15	Slow		X		X	X		Has lovely flower fragrance from fringe-like, fleecy flowers that hang in panicles from the branches. Very adaptable small flowering tree; tolerant of air pollution and adapts well in an urban setting. Full to part shade. Could be susceptible to the Emerald Ash Borer.
Hackberry	Celtis occidentalis	Medium, 45	45	Moderate		X	X	X	X	X	High drought tolerance. Yellow fall color with distinctive corky ridges on bark.

Hophornbeam	Ostraya virginiana	Small, 30	20	Slow		X	X	X	X	X	Leaves turn a yellowish color in fall and often drop early. Its fruits resemble hops used in the production of beer, hence its name.
Kentucky Coffee Tree	Gymnocladus dioicus	Large, 70	20	Slow		X	X	X	X	X	Short trunk shade tree with open canopy and long cilindrical seed pods. Male trees will not produce seeds. Very tough tree.
Pawpaw	Asimina triloba	Small, 25	15	Moderate		X		X	X	X	Deep red flower in April/May, large leaves turning yellow in fall and fruits that resemble a banana.
Pecan	Carya illinoensis	Large, 60	40	Slow		X				X	Large shade tree with yellow fall color, nuts great for wildlife.
Redbud	Cercis canadensis	Small, 25	25	Slow		X		X	X	X	High drought tolerance. Clusters of bright pink blooms in spring and yellow fall color. Great understory tree.
River Birch	Betula nigra	Medium, 60	10	Fast		X		X	X		Features traditional bark of birch trees, with reddish brown bark peeling back revealing lighter. Leathery, diamond-shaped, medium to dark green leaves turn yellow in fall.
Roughleaf Dogwood	Cornus drummondii	Small, 12	12	Fast		X	X		X	X	Bright red fall color and great clusters of white flowers in late spring.
Shumard Oak	Quercus shumardii	Large, 90	50	Moderate		X		X	X		Shiny, dark green leaves often turns a brownish red in late fall. Acorns are usually not produced until the tree reaches maturity.
Sugar Maple	Acer saccharum	Medium, 60	50	Slow		X	X	X	X		Great shade tree with tremendous fall color. Produces small "helicopter" seeds.
Swamp White Oak	Quercus bicolor	Medium, 50	50	Slow	X	X	X		X		Interesting bark with dark green leaves. Faster growing for the oak family and good source of food for wildlife.
Western Soapberry	Sapindus drummondii	Small, 25	20	Slow		X	X	X			High drought tolerance. Glossy green leaves turning yellow in the fall. Produces yellow grape-like fruit.
White Oak	Quercus alba	Medium, 60	60	Slow		X		X	X	X	Rounded lobed leaves and scaly bark. Very long life!

**Item Number:** DISCUSSION ITEMS- II.-3.  
**Committee** 8/20/2018  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

---

**Date:** 8/17/2018  
**Submitted By:** Jose Leon, Director of Public Works  
**Committee/Department:** Public Works  
**Title:** **Review Bids for Shade Structures at Granada Park**  
**Item Type:** Agreement

**Recommendation:**

**Staff recommends for Council to approve an agreement with Play By Design, Inc to design and construct a shade structure at Granada Park at a cost not to exceed \$12,185.00**

**Details:**

A 2018 Council objective is to provide a shade shade structure at Granada Park. Staff issued a Design/Build RFP for the design and construction of a shade structure at Granada Park. Staff worked with the Park's Committee prior to RFP being issued and favored the Hyperbolic style shade structure.

In all, we received bids from 3 different design firms, with each providing 3 different styles. Staff reviewed and discussed the submittals with the Parks Committee on August 8th and the Parks Committee strongly recommends the Hyperbolic Style Shade Structure provided by Play By Design, Inc with Onyx Pearl color shade sail. The material sample will be available at the meeting for Council to see and feel.

The shade structure will be placed over the picnic table area of Granada Park. The shade structure will be designed and constructed so it does not impact the tree adjacent to the picnic concrete pad. The charcoal grill locations will need to be moved out from under the shade structure and Public Works can perform that work.

The shade sail themselves are supposed to last 10 years and are designed for easy replacement. They can actually be removed during the winter to help preserve them.

\$30,000 was budgeted for shade structures at Granada Park. This savings will go to offset the higher than expected cost of shade structures at R Park.



How does item relate to Strategic Plan?

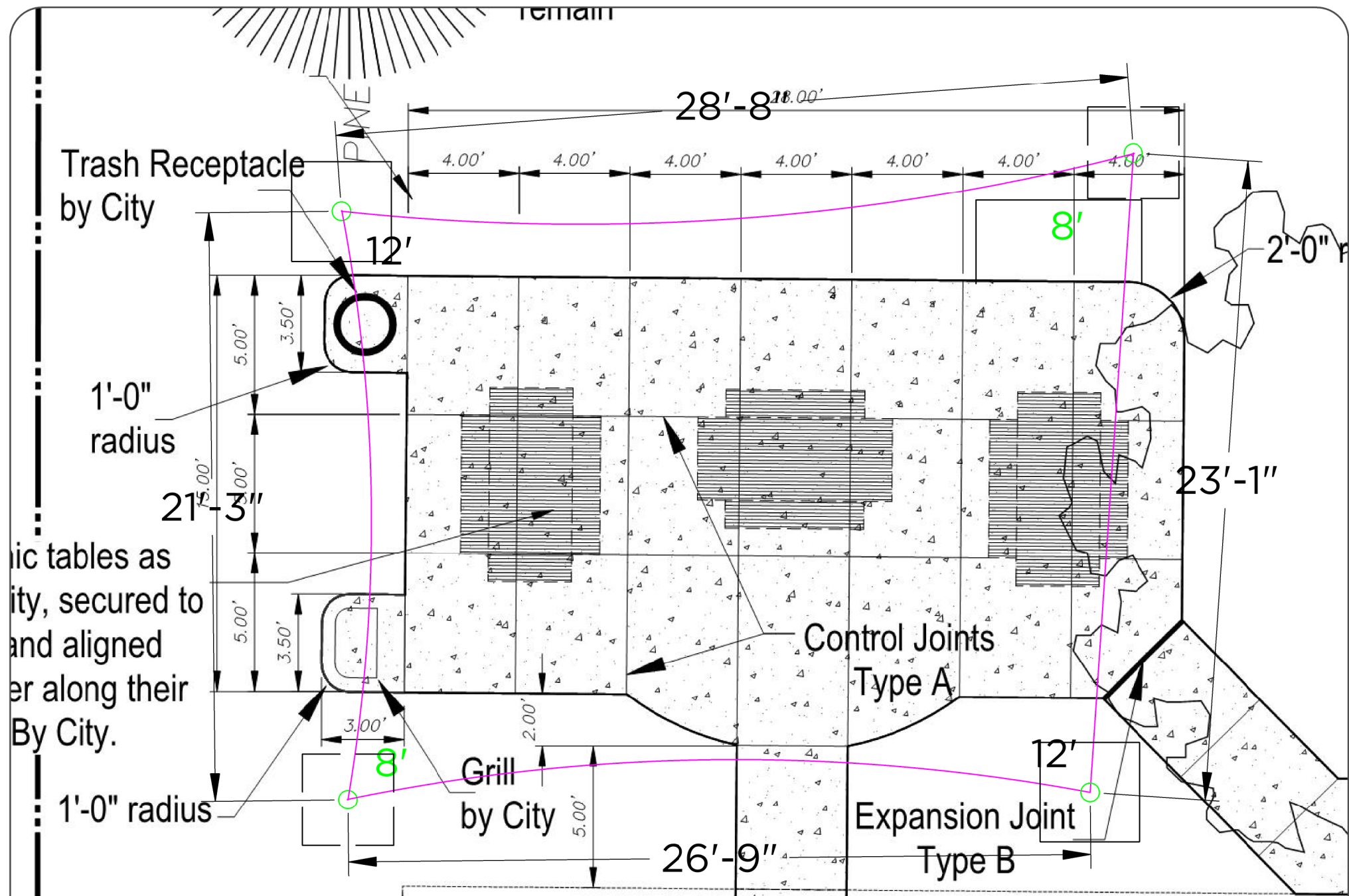
How does item benefit Community for all Ages?

Additional Information

Upon Council approval, staff will work to finalize agreement documents with Play By Design, Inc.

**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Plan Layout	Cover Memo
<input type="checkbox"/>	Hyperbolic Rendering (without Park)	Cover Memo
<input type="checkbox"/>	Hyperbolic Rendering (With Park)	Cover Memo



**SHADE**  
BY SUPERIOR RECREATIONAL PRODUCTS

PROJECT NAME  
**GRANADA PARK**

QUOTE  
**QUO0158014**

TITLE  
**Proposal**

DATE  
**08/13/18**

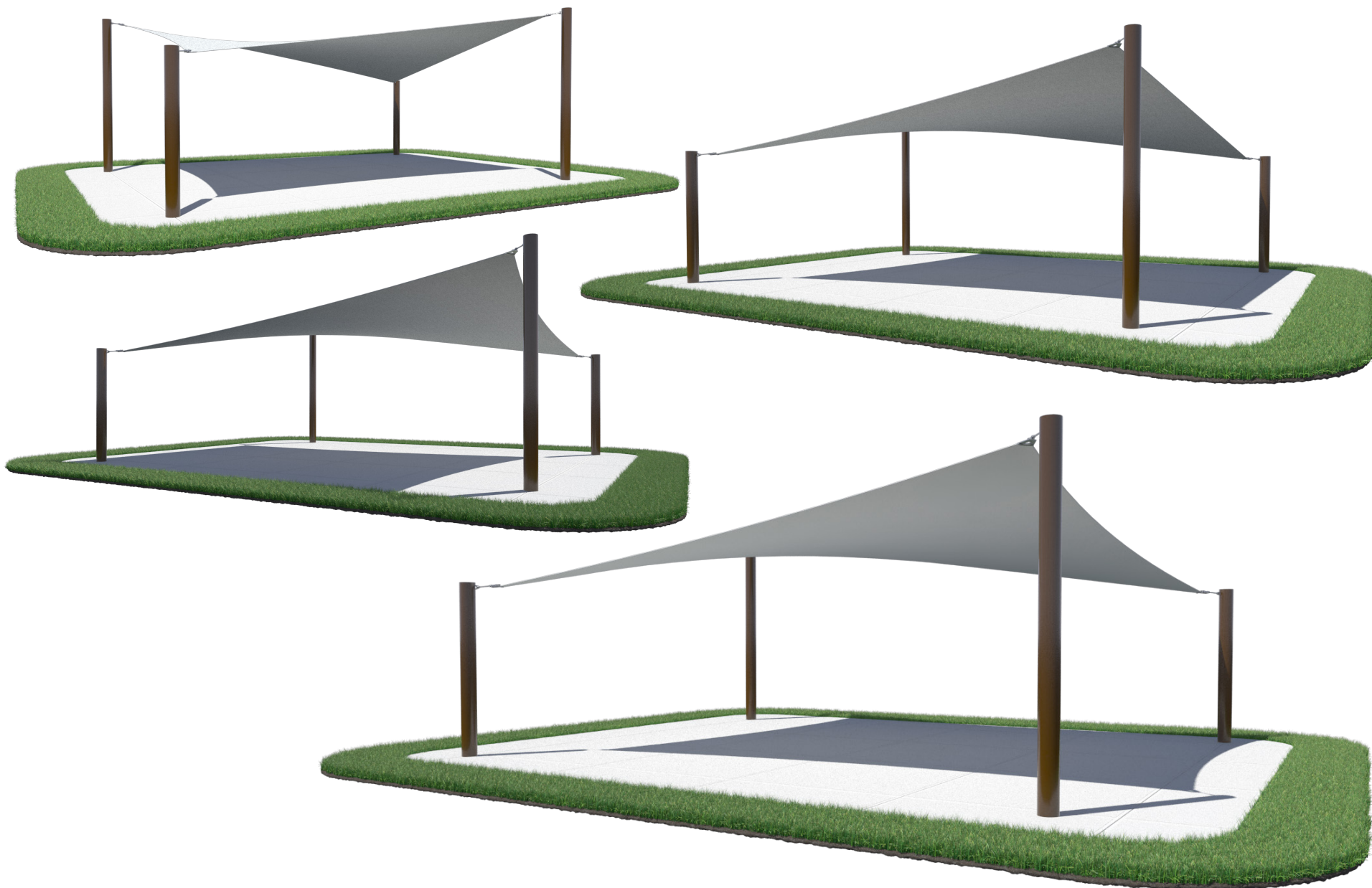
SCALE  
**Not to Scale**

DRAWN BY  
**JSJ**

SHEET  
**1 of 1**

*These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.*





## CUSTOM HYPERBOLIC SAIL SHADE

FRAME **BROWN** | FABRIC **PEARL ONYX**

*For illustration purposes only. Colors may vary.*





## CUSTOM HYPERBOLIC SAIL SHADE

FRAME **BROWN** | FABRIC **PEARL ONYX**

*For illustration purposes only. Colors may vary.*

Item Number: DISCUSSION ITEMS- II.-4.  
Committee 8/20/2018  
Meeting Date:



## City of Roeland Park

### Action Item Summary

Date: 8/17/2018  
Submitted By: Jose Leon, Director of Public Works  
Committee/Department: Public Works  
Title: **Review Fall Leaf Pickup Schedule and Marketing Materials**  
Item Type: Agreement

#### Recommendation:

**Staff recommends for Council to approve the 2018 Leaf Pickup Schedule and placement of leaves on sidewalk during the program.**

#### Details:

Staff has developed the 2018 Leaf Pickup Schedule which continues to provide (3) three opportunities for leaf pickup for our residents. The 1st and 3rd pick ups provide for two weeks of collection on each side of Roe Boulevard for each pick up. The 2nd pickup is tied to the map and is purposely placed within the time frame a majority of leaves tend to fall. Please see map for details.

The schedule proposed is as follows:

#### **2018 Fall Leaf Pickup Schedule**

November 5<sup>th</sup> – November 17<sup>th</sup> (1<sup>st</sup> Collection East side of Roe Blvd.)  
November 19<sup>th</sup> – December 1<sup>st</sup> (1<sup>st</sup> Collection West side of Roe Blvd.)  
December 3<sup>rd</sup> – December 8<sup>th</sup> (2<sup>nd</sup> Collection See Map – Blue Area)  
December 9<sup>th</sup> – December 15<sup>th</sup> (2<sup>nd</sup> Collection See Map – Orange Area)  
December 17<sup>th</sup> – December 22<sup>nd</sup> (2<sup>nd</sup> Collection See Map – Green Area)  
December 24<sup>th</sup> – December 29<sup>th</sup> (2<sup>nd</sup> Collection See Map – Yellow Area)  
December 31<sup>st</sup> – January 5<sup>th</sup> (2<sup>nd</sup> Collection See Map – Purple Area)  
January 7<sup>th</sup> – January 19<sup>th</sup> (3<sup>rd</sup> Collection West side of Roe Blvd.)

January 21st – February 2nd (3<sup>rd</sup> Collection Eat side of Roe Blvd.)

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

#### Additional Information

Staff is working to complete a video along with the brochure to market the new program and raise understanding as to why changes/enhancements have been made to the program. The largest change being that leaves are no longer placed in the street, they should be placed behind the curb in all instances and including where there is sidewalk adjacent to the curb. Although leaves on the sidewalk can impede use and be a hazard, the placement is only periodic during the program. Allowing placement of leaves on the sidewalk increases the volume of leaves we can reach with the vacuum boom (10' out from truck) which is an issue for homes that have heavy leaf fall. Having staff get out of the vehicle and blow leaves to within reach of the boom is simply not practical in a program on this scale.

The last two years, public works picked up leaves along Roe Blvd with the leaves being placed on the sidewalk and received no complaints.

We would like direction from Council on this issue so we have it on the record.

#### **ATTACHMENTS:**

Description	Type
 Leaf Program Brochure	Exhibit



# Leaf Collection Schedule

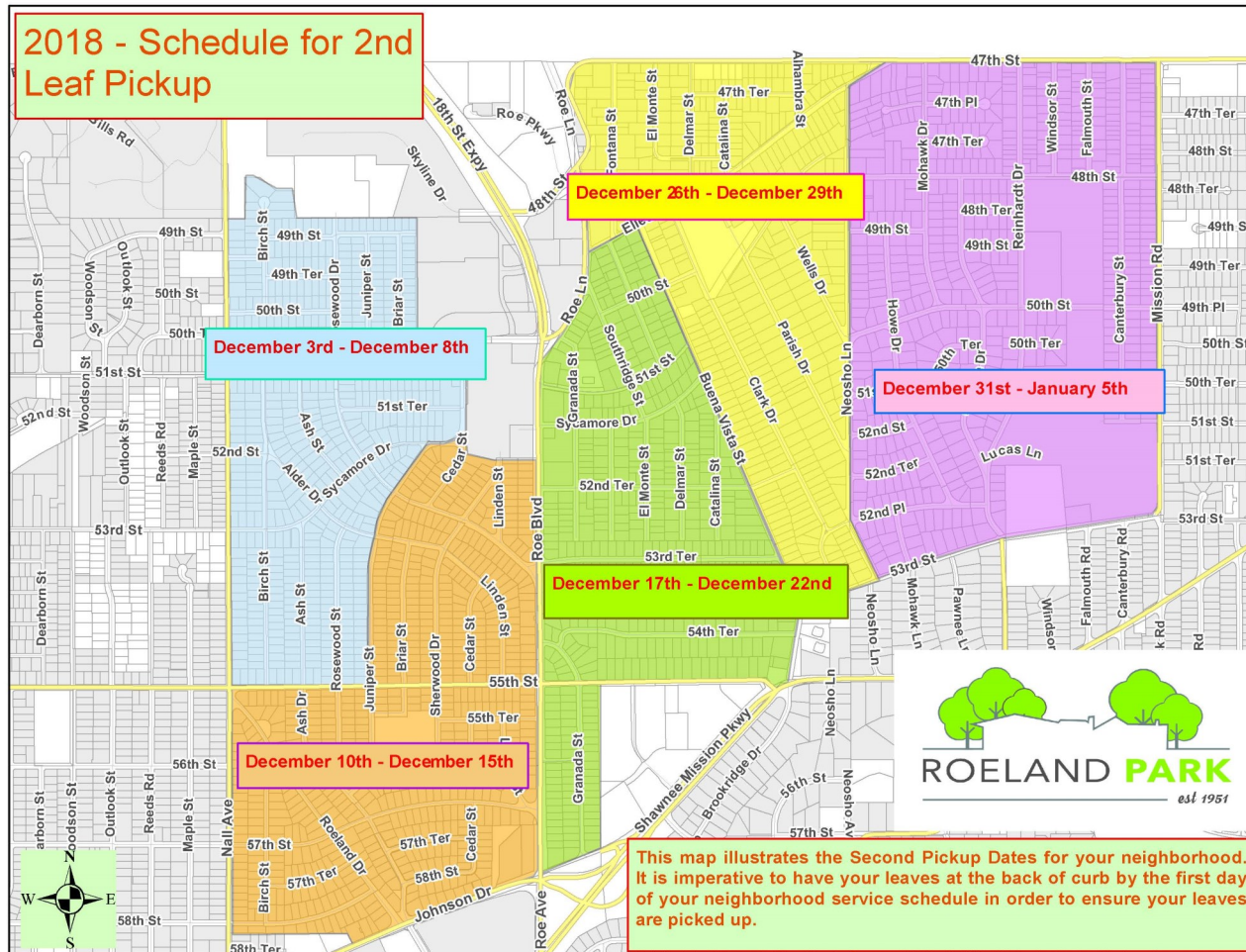
Monday—Friday: 7 a.m. - 5 p.m. and Saturday 7:30 a.m. - 3:30 p.m.

November 5 <sup>th</sup> - November 17 <sup>th</sup>	<b>1st Collection</b> for homes East of Roe Blvd
November 19 <sup>th</sup> - December 1 <sup>st</sup>	<b>1st Collection</b> for homes West of Roe Blvd
December 3 <sup>rd</sup> - December 8 <sup>th</sup>	<b>2nd Collection</b> —See Map, Blue Area
December 10 <sup>th</sup> - December 15 <sup>th</sup>	<b>2nd Collection</b> —See Map, Orange Area
December 17 <sup>th</sup> - December 22 <sup>nd</sup>	<b>2nd Collection</b> —See Map, Green Area
December 26 <sup>th</sup> - December 29 <sup>th</sup>	<b>2nd Collection</b> —See Map, Yellow Area
December 31 <sup>st</sup> - January 5 <sup>th</sup>	<b>2nd Collection</b> —See Map, Purple Area
January 7 <sup>th</sup> - January 19 <sup>th</sup>	<b>3rd and Final Collection</b> for homes West of Roe Blvd
January 21 <sup>st</sup> - February 2 <sup>nd</sup>	<b>3rd and Final Collection</b> for homes East of Roe Blvd

## City of Roeland Park Kansas

*Are you ready  
for Leaf Season?*

### Leaf Collection Instructions and Schedule



4600 W. 51st Street  
Roeland Park, Kansas 66205  
Phone 913.722.2600

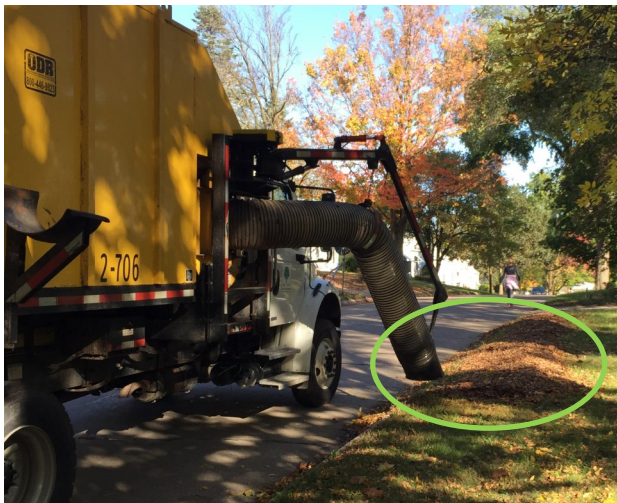
Jose Leon Jr, Director of Public Works  
jleon@roelandpark.org

# Leaf Program Information for the City of Roeland Park

## Vacuum Removal at the Curb

Beginning Fall 2018, Roeland Park will begin vacuum leaf removal. Please refer to the instructions below for a seamless removal.

- Rake leaves in long piles behind the curb. Leaves must be kept out of the street. **Leaves in the street will not be collected and must be removed by the resident.**
- Leaves should be placed within 6 feet of the back of curb.
- Keep leaf piles free of limbs and litter. Our ability to use the vacuum and compost the leaves is dependent on a leaf only collection stream.
- Keep leaves away from obstacles like your collection carts, mailboxes, cars and utility poles.
- **Do not park your vehicle in front of leaves during collection hours of M-F 7a-5p and Sat 7:30-3:30p.**
- Refer to the photo below for ideal placement



## Vacuum Leaf Placement

DO

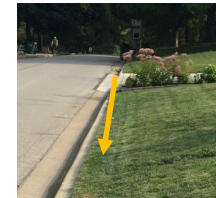
Sidewalk with grass divider: Place between sidewalk and street



Sidewalk next to the street: Place on sidewalk



No Sidewalk: No more than 6 ft. from the street, behind the back of curb



DO NOT

Do Not place leaves in the street



Do Not mix limbs/leaves



## Lawn Bag or Container Leaf Pickup

The City's waste hauler WCA will continue to offer leaf pickup via paper yard bags and containers with a "yard waste" label. This service is available year-round, including during the City's leaf pickup time. WCA composts all yard waste collected. As a reminder, here are a few tips for successful leaf pickup using this option:

- Place leaves in bags and/or properly labeled containers and place by the curb on your regular trash collection day.
- Ensure yard waste is free from trash or debris
- Bags must be biodegradable—**no plastic bags allowed.**
- Containers must be marked with a yard waste label on the side facing the street. Stickers are available free of charge at City Hall, 4600 W. 51st Street.
- Limbs should be in bundles secured with twine or string not exceeding 4 feet long or 18 inches in diameter. Bundles should not weigh more than 50 pounds.



**2018 marks the first year of using the vacuum truck to continue the City's popular leaf program. Benefits of this new method include:**

- More environmentally friendly; keeps leaves and debris out of storm sewers.
- More dependable; less likely to be taken out of service due to foreign objects.
- Enhanced safety for motorists and bicyclists by keeping streets free from leaf piles.
- Cleaner—less dust created through the collection process.
- No delays with minor snow fall. The leaf vacuum's sole purpose is to pickup leaves, whereas previous equipment was also used for snow removal.



Item Number: DISCUSSION ITEMS- II.-5.  
Committee 8/20/2018  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 8/17/2018  
Submitted By: Keith Moody  
Committee/Department: Admin.  
Title: **Verizon Wireless Franchise Agreement**  
Item Type: Ordinance

**Recommendation:**

**Staff recommends approval of the franchise agreement with Verizon as presented.**

**Details:**

Staff along with the City Attorney has worked with Verizon on the attached franchise agreement. The format is consistent with other telecommunications franchises recently approved by the City. A city cannot prohibit access to public rights of way and easements, this and the other franchise agreements provide access to these spaces according to specific terms and conditions. In exchange for use of these public areas the franchisee pays the city. This "franchise fee" has customarily been 5% of the gross receipts that the company generates from the facilities located within our City. The fee from Verizon is proposed to be 5%.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

**Additional Information**

Because Roeland Park already has multiple telecom providers operating within the City no net increase in revenue is anticipated. Customers may choose to leave their current service provider, resulting in merely a shift in the amount of franchise fee we receive from the competing telecom

companies.

**ATTACHMENTS:**

Description	Type
 Verizon Franchise Ordinance 969	Cover Memo

## **ORDINANCE NO. 969**

**AN ORDINANCE GRANTING TO MCIMETRO ACCESS TRANSMISSION SERVICES CORP. D/B/A VERIZON ACCESS TRANSMISSION SERVICES, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF ROELAND PARK, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.**

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

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

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

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

franchise to Grantee to provide telecommunications services within the City.

- g. "Facilities" - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication services.
- h. "Grantee" - means MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a telecommunications local exchange service provider providing local exchange service and/or leasing or operating facilities within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- i. "Gross Receipts" - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/busy interrupt revenue; (5) Local operator assistance revenue; and (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications

or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.

1. "Telecommunication services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

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

- a. There is hereby granted to Grantee this nonexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of supplying Telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City or leasing all or a part of Grantee's Facilities to affiliates or third parties, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.
- b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of- way, for the purposes and for the period stated in this Contract franchise. This Contract franchise does not:
  - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
  - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
  - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public right-of-way or other public property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In

particular, this Contract franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.

- e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

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

- a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract franchise, Grantee shall have the right to construct, maintain and operate it Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to, Chapter 13, Article 2 and 8 of the City's Code and amendments thereto.
- c. Grantee shall participate in the Kansas One Call utility location program.

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

- a. In consideration of this Contract franchise, Grantee agrees to remit to the City a franchise fee in the sum of \$1.20 per Access Line per month for each residential service Access Line served by Grantee for local exchange service within the City limits of the City and a franchise fee in the sum of \$2.00 per Access Line per month for each commercial service Access Line served by Grantee for local exchange service within the City limits of the City. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to \$1.20 per Access Line per month for each residential service Access Line and \$2.00 per Access Line per month for commercial service Access Line, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to a Gross Receipts fee in the following calendar year; provided, such Gross Receipts fee shall not exceed 5% of Gross Receipts. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.

- b. Beginning January 1, 2013, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.
- c. Grantee shall pay on a monthly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the month for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City either a 9K2 (gross receipts) or 9KN (access lines) statement showing the manner in which the franchise fee was calculated.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12- 2001, and amendments thereto.
- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- g. Unless previously paid, within sixty (60) days of the effective date of this Contract franchise, Grantee shall pay to the City a one-time application fee of one thousand dollars (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract franchise.
- h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.
- i. Grantee shall remit an access line (franchise) fee or gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance.

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

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

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

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

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

- a. During the term of this Contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the state of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:
  - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
  - (2) Commercial general liability, including coverage for contractual liability



and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract franchise. Grantee may utilize primary and umbrella liability insurance policies to satisfy insurance policy limit requirements in this section.

- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than one millions dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.
- c. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Grantee shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, at a mutually agreed upon location within ten (10) miles of the City, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.
- d. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of fifty thousand dollars (\$50,000), payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

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

In case of failure on the part of Grantee to comply with any of the provisions of this Contract franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have

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

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

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

take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances (e.g. the City's right-of-way ordinance referenced in Section 3b of this Contract franchise, and 47 U.S.C.A. 253), and/or rulings.

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

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

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

- a. This Contract franchise shall be effective for a term beginning on the effective date of this Contract franchise and ending on \_\_\_\_\_, 2028. Thereafter, this Contract franchise will automatically renew for up to eight (8) additional one (1) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- d. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract franchise upon the termination date of this Contract franchise, the parties by written mutual agreement may extend the termination date of this Contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract franchise and not as a new contract franchise ordinance or amendment.

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

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and

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

**The City:**

The City of Roeland Park  
Attn: City Clerk  
4600 W. 51st Street  
Roeland Park, KS 66205

**Grantee:**

MCImetro Access Transmission Services, Corp.  
d/b/a Verizon Access Transmission Services  
600 Hidden Ridge, Irving, TX 75038  
Mail Code: HQE02E102

**With a copy (except for invoices) to:**

Verizon Business Services  
1320 N. Court House Road, Suite 900  
Arlington, VA 22201  
Attn: General Counsel, Network & Technology

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

**SECTION 12. TRANSFER AND ASSIGNMENT.**

This Contract franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to an entity with which Grantee is under common ownership or control, upon written notice to the City. In the event of any transfer or assignment of either this Contract franchise or Grantee's business or assets, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract franchise with regard to indemnity, bonding and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment.

**SECTION 13. CONFIDENTIALITY.**

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

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

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

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

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

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

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

#### **SECTION 17. FORCEMAJEURE.**

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

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

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

**PASSED** by the City Council of the City of Roeland Park, Kansas this \_\_\_\_ day of \_\_\_\_\_, 2018.

**APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

CITY OF ROELAND PARK, KANSAS

\_\_\_\_\_  
Mike Kelly, Mayor

ATTEST:

APPROVED AS TO FORM:

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Kelley Bohon, City Clerk

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Steven E. Mauer, City Attorney