

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall, 4600 W 51st Street
January 17, 2023 6:00 PM

- | | | |
|---|--|--|
| <ul style="list-style-type: none">• Michael Poppa, Mayor• Trisha Brauer, Council Member• Benjamin Dickens, Council Member• Jan Faidley, Council Member• Jennifer Hill, Council Member | <ul style="list-style-type: none">• Open, Council Member• Tom Madigan, Council Member• Kate Raglow, Council Member• Michael Rebne, Council Member | <ul style="list-style-type: none">• Keith Moody, City Administrator• Erin Winn, Asst. Admin.• Kelley Nielsen, City Clerk• John Morris, Police Chief• Donnie Scharff, Public Works Director |
|---|--|--|

Admin	Finance	Safety	Public Works
Raglow	Rebne	Poppa	Brauer
Dickens	Hill	Madigan	Faidley

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Citizens Comments

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens Are Requested To Keep Their Comments Under 5 Minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

II. Consent Agenda

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

A. Appropriations Ordinance #1012

- B. City Council Meeting Minutes December 19, 2022
- C. City Council Meeting Minutes January 3, 2023
- D. Approve Agreement with MARC for Traffic Signal Monitoring through Operation Green Light

III. Business From the Floor

A. Applications / Presentations

- 1. 2022 Social Media Report – Katie Garcia (5 min)
- 2. Report from Chamber of Commerce on Progress on Project RISE (10 mn)

IV. Mayor's Report

- A. EcoSquad Proclamation
- B. Shen Yun Performing Arts Proclamation

V. Workshop and Committee Reports

VI. Reports of City Liaisons

VII. Unfinished Business

VIII. New Business

- A. Council Appointments to Standing Committees (10 min)
- B. Approve 2023 CARS agreement with Johnson County for 53rd St (5 min)
- C. Approve Task Order with Lamp Ryneerson for 2023 Surface Treatment Program Design and Inspection (5 min)
- D. Appoint Megan Reavis to the Sustainability Committee and Tim Ross to the Arts Committee (5 min)

IX. Ordinances and Resolutions:

- A. Ordinance 1039 Amending Zoning District Boundaries- Medwise (10min)
- B. Charter Ordinance 39 Authorizing City to Establish Storm Water Utility Policies (10 min)
- C. Ordinance 1040 Establishing a Storm Water Utility Policy (5 min)

X. Workshop Items:

XI. Reports of City Officials:

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

The City Council encourages citizen participation in local governance processes. To that end, and in compliance with the Kansas Open meetings Act (KSA 45-215), you are invited to participate in this meeting. The following rules have been established to facilitate the transaction of

business during the meeting. Please take a moment to review these rules before the meeting begins.

A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

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

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

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

D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in

conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.

- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.
- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: Pledge of Allegiance- -A.
Committee 1/17/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Instructions on Logging into Meeting Remotely**

Item Type:

Recommendation:

See instructions to log in below.

Details:

The City Council Meeting will be held remotely. Below are instructions for joining the meeting by phone, online or both.

Topic: City Council and Governing Body Workshop Meeting

Time: This is a recurring meeting Meet anytime

Join Zoom Meeting

<https://zoom.us/j/97767592270?pwd=VWNXbjNkejVbOJBaStWMDF5WXpoZz09>

Meeting ID: 977 6759 2270

Passcode: council

One tap mobile

+16699006833,,97767592270# US (San Jose)

+12532158782,,97767592270# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 977 6759 2270

Find your local number: <https://zoom.us/j/97767592270>

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Consent Agenda- II.-A.
Committee 1/17/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #1012**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Appropriations Ordinance #1012	Cover Memo

Appropriation Ordinance - 1/17/2023 - #1012

4600 West Fifty-First Street

Roeland Park, Kansas 66205

City Hall (913) 722-2600 – Fax (913) 722-3713

Thursday, January 12, 2023

Appropriation Ordinance - 1/17/2023 - #1012

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

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

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this January 17, 2023.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

396,328.15

Appropriation Ordinance - 1/17/2023 - #1012

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
Vendor	Dept	Account	Account Description	Reference	Date	Distribution Amount	Check #	Check Amount
Advance Auto Parts	115	5302.115	Motor Fuels & Lubricants	5128235723369	12/31/22	64.29	74470	64.29
All City Management Services, Inc.	102	5214.102	Other Contracted Services	82186	12/31/22	488.20	74491	488.20
Alliance For Innovation, Inc	101	5214.101	Other Contracted Services	2022100351	01/11/23	1,020.00	74513	1,020.00
American Public Works Associatio	106	5305.106	Dues, Subscriptions, & Books	3798 10/4/22	01/11/23	800.00	74514	800.00
Aquila Industries	300	5476.300	Community Center Improvement	12/31/22	01/11/23	165,361.28	74515	165,361.28
AT&T	101	5202.101	Telephone	3241 12/21/22	12/31/22	314.50	74471	314.50
Paul L. Benson	101	5216.101	Special Prosecutor Fees	11/4/22	12/30/22	450.00	32807	450.00
Boelte-Hall, LLC	101	5208.101	Newsletter	2245313	12/31/22	1,807.00	74472	1,807.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1076518	12/31/22	307.95	74492	307.95
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1076609	01/11/23	100.00	74516	145.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1076661	01/11/23	45.00		
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	2834 12/23/22	12/31/22	35.02	74473	35.02
The Bullet Hole	102	5206.102	Travel Expense & Training	184883	12/31/22	60.00	74493	60.00
Yolanda Bustamante	103	5209.103	Professional Services	RPMC0018	12/31/22	975.00	74474	975.00
Central Salt	270	5303.270	Sand and Salt	PSI1965059	12/31/22	2,962.91	74494	5,935.00
Central Salt	270	5303.270	Sand and Salt	PSI1965156	12/31/22	2,972.09		
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	143189	01/11/23	20.00	74517	20.00
Columbia Capital Management, LL	101	5209.101	Professional Services	23430001	12/31/22	6,152.49	74495	6,152.49
Occupational Health Centers of the	102	5207.102	Medical Expense & Drug Testing	1014466006	12/31/22	150.00	74496	150.00
Eastern KS Govt., Finance Officers	105	5305.105	Dues, Subscriptions, & Books	2023 Membership	01/11/23	50.00	74518	50.00
Electronic Contracting Company	101	5210.101	Maintenance & Repair Building	37431	01/11/23	300.00	74519	300.00
Every Energy Solutions, Inc.	101	5214.101	Other Contracted Services	12/31/22 X3	12/30/22	2,990.40	32806	6,230.01
Every Energy Solutions, Inc.	220	5214.220	Other Contracted Services	12/31/22 X3	12/30/22	1,370.61		
Every Energy Solutions, Inc.	290	5214.290	Other Contracted Services	12/31/22 X3	12/30/22	1,869.00		
Foley Industries	106	5240.106	Equipment Rental	L2399601	12/31/22	1,124.85	74475	1,124.85
Galls, LLC	102	5308.102	Clothing & Uniforms	2033000	12/31/22	11.96	74497	11.96
Gather Media and Communication	101	5209.101	Professional Services	357	12/31/22	1,670.00	74476	1,670.00
Green For Life Environmental	115	5272.115	Solid Waste Contract	AS0001110276	12/31/22	45,752.50	74498	45,752.50
Frank Gilman	103	5108.103	Salaries - Judge	Recurring Check	01/01/23	1,190.00	74460	1,190.00
Gilmore & Bell, P.C.	101	5214.101	Other Contracted Services	8050338	12/31/22	3,036.00	74499	3,036.00
Goodyear Auto Service	102	5260.102	Vehicle Maintenance	33917	01/11/23	570.72	74520	570.72
Gordon CPA, LLC	101	5213.101	Audit Fees	495221	12/31/22	2,000.00	74500	2,000.00
Habitat Architects	300	5470.300	Park Maint/Infrastructure	HA10821	12/31/22	6,500.00	74477	6,500.00
Johnson County Wastewater	101	5288.101	Waste Water	12/29/22 X3	12/31/22	42.33	74501	126.89
Johnson County Wastewater	106	5288.106	Waste Water	12/29/22 X3	12/31/22	65.41		
Johnson County Wastewater	220	5288.220	Waste Water	12/29/22 X3	12/31/22	19.15		
Johnson & Wyandotte Counties	101	5251.101	Mayor Expenses	12/28/22	12/31/22	380.64	74478	380.64
Keller Fire & Safety	101	5210.101	Maintenance & Repair Building	307524	12/31/22	243.73	74502	243.73

Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	KC206577	12/31/22	2,827.08	74503	2,827.08
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	KC206711	01/11/23	91.55	74521	91.55
Kansas Municipal Insurance Trust	107	5125.107	Worker's Compensation	2023 Work Comp	01/11/23	71,365.00	74522	71,365.00
Kansas Association of City/County	105	5305.105	Dues, Subscriptions, & Books	727	01/11/23	200.00	74523	200.00
KSDE Safe & Supportive Schools C	102	5206.102	Travel Expense & Training	SS2300113	01/11/23	75.00	74524	75.00
Kansas Municipal Judges Associati	103	5305.103	Dues, Subscriptions, & Books	2023 Dues	01/11/23	25.00	74525	25.00
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	2120449	12/31/22	55.20	74504	55.20
Kansas Secretary of State	101	5250.101	Insurance & Surety Bonds	1/6/23	01/06/23	25.00	32810	25.00
The Legal Record	101	5204.101	Legal Printing	L10411	12/31/22	14.01	74479	345.06
The Legal Record	101	5204.101	Legal Printing	L10416	12/31/22	145.74		
The Legal Record	101	5204.101	Legal Printing	L10417	12/31/22	121.45		
The Legal Record	101	5204.101	Legal Printing	L10418	12/31/22	63.86		
The Legal Record	101	5204.101	Legal Printing	L99523	12/31/22	222.98	74505	222.98
Lynda Leonard	101	5230.101	Art Commissioner	Recurring Check	01/01/23	100.00	74461	100.00
Kansas City Series of Lockton Co.,	101	5250.101	Insurance & Surety Bonds	24680836	12/31/22	50.00	74480	50.00
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 1/12/23	12/30/22	7.56	32805	564.30
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 1/12/23	12/30/22	54.98		
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 1/12/23	12/30/22	320.42		
Lowe's Business Acct./GEMB	290	5307.290	Other Commodities	1760 1/12/23	12/30/22	28.49		
Lowe's Business Acct./GEMB	290	5307.290	Other Commodities	1760 1/12/23	12/30/22	85.44		
Lowe's Business Acct./GEMB	290	5307.290	Other Commodities	1760 1/12/23	12/30/22	32.27		
Lowe's Business Acct./GEMB	106	5318.106	Tools	1760 1/12/23	12/30/22	35.14		
Manning NavComp, Inc.	106	5214.106	Other Contracted Services	46219	01/11/23	34.95	74526	34.95
Meyer Construction Specialties, In	300	5470.300	Park Maint/Infrastructure	2327797	01/11/23	580.00	74527	580.00
Missouri Organic	115	5235.115	Disposal Fees	50719	12/31/22	432.60	74481	1,189.65
Missouri Organic	115	5235.115	Disposal Fees	50751	12/31/22	432.60		
Missouri Organic	115	5235.115	Disposal Fees	50801	12/31/22	324.45		
Missouri Organic	115	5235.115	Disposal Fees	50882	12/31/22	324.45	74506	540.75
Missouri Organic	115	5235.115	Disposal Fees	50917	12/31/22	216.30		
NAPA Auto Parts	106	5211.106	Maintenace & Repair Equipment	2138149997	01/11/23	30.99	74528	30.99
Lee Neenan	101	4250.101	Animal Licenses	12/28/22	12/31/22	15.00	74482	15.00
Pro Circuit, Inc.	101	5210.101	Maintenance & Repair Building	1004411	12/31/22	2,025.88	74507	2,025.88
T2 Holdings, LLC	102	5214.102	Other Contracted Services	1096129	01/11/23	26.77	74529	53.54
T2 Holdings, LLC	105	5214.105	Other Contracted Services	1096129	01/11/23	26.77		
Rejis Commission	102	5214.102	Other Contracted Services	498488	12/31/22	238.88	74483	238.88
Ripple Glass, LLC	115	5272.115	Solid Waste Contract	5743	12/31/22	220.00	74484	220.00
Ripple Glass, LLC	115	5272.115	Solid Waste Contract	5761	01/11/23	7,187.50	74530	7,187.50
RSC Communications, Inc.	106	5214.106	Other Contracted Services	106860	01/11/23	1,400.00	74531	1,400.00
Rush Truck Center, Kansas City	106	5211.106	Maintenace & Repair Equipment	3029421417	12/31/22	2,523.98	74508	2,523.98
SFS Architecture	360	5442.360	Building Improvement	15066	12/31/22	10,508.25	74509	33,096.50
SFS Architecture	360	5442.360	Building Improvement	15068	12/31/22	22,588.25		
Staples	101	5301.101	Office Supplies	8068608863	12/31/22	437.72	74485	588.55
Staples	101	5301.101	Office Supplies	8068681173	12/31/22	131.10		
Staples	101	5304.101	Janitorial Supplies	8068608863	12/31/22	19.73		

Strasser True Value	106	5318.106	Tools	421583	12/31/22	39.58	74486	39.58
Strasser True Value	106	5318.106	Tools	421739	12/31/22	68.38	74510	68.38
Strategic Insights Inc.	101	5266.101	Computer Software	23PlanIt009	01/11/23	800.00	74532	800.00
Technology Group Solutions, LLC	360	5315.360	Machinery & Auto Equipment	SVC9136	12/31/22	1,925.00	74487	1,925.00
Karen Torline	103	5108.103	Salaries - Judge	Recurring Check	01/01/23	1,445.00	74462	1,445.00
Town & Country Building Services	101	5214.101	Other Contracted Services	149952	12/31/22	745.00	74488	745.00
US BANK	101	5203.101	Printing & Advertising	Nielsen 1/2023	12/31/22	104.00	74511	2,525.87
US BANK	102	5206.102	Travel Expense & Training	Morris 1/2023	12/31/22	259.00		
US BANK	105	5206.105	Travel Expense & Training	Moody 1/2023	12/31/22	284.08		
US BANK	220	5229.220	Permits	Nielsen 1/2023	12/31/22	60.00		
US BANK	102	5236.102	Community Policing	Morris 1/2023	12/31/22	150.00		
US BANK	101	5237.101	Community Events	Nielsen 1/2023	12/31/22	13.12		
US BANK	102	5260.102	Vehicle Maintenance	Morris 1/2023	12/31/22	372.02		
US BANK	290	5262.290	Grounds Maintenance	Marshall 1/2023	12/31/22	99.30		
US BANK	101	5267.101	Employee Related Expenses	Nielsen 1/2023	12/31/22	182.00		
US BANK	101	5267.101	Employee Related Expenses	Nielsen 1/2023	12/31/22	710.44		
US BANK	101	5267.101	Employee Related Expenses	Nielsen 1/2023	12/31/22	50.00		
US BANK	101	5267.101	Employee Related Expenses	Vandenbos 1/2023	12/31/22	13.74		
US BANK	101	5305.101	Dues, Subscriptions, & Books	Nielsen 1/2023	12/31/22	104.93		
US BANK	106	5306.106	Materials	Vandenbos 1/2023	12/31/22	11.24		
US BANK	109	5316.109	K9 Expenses	Morris 1/2023	12/31/22	112.00		
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	558405	12/31/22	728.62	74512	742.24
USIC Locating Services, LLC	370	5457.370	CARS 2020 - Roe	558405	12/31/22	13.62		
Verizon Wireless	102	5202.102	Telephone	9923684441	12/31/22	321.75	74489	441.78
Verizon Wireless	104	5202.104	Telephone	9923684441	12/31/22	80.02		
Verizon Wireless	106	5202.106	Telephone	9923684442	12/31/22	40.01		
Veterinary Allergy and Dermatolo	109	5316.109	K9 Expenses	12790	12/31/22	397.99	74490	397.99
Capital One	101	5254.101	Miscellaneous Charges	7511 1/13/23	12/31/22	360.77	32808	660.33
Capital One	101	5254.101	Miscellaneous Charges	7511 1/13/23	12/31/22	150.00		
Capital One	101	5267.101	Employee Related Expenses	7511 1/13/23	12/31/22	149.56		
Watchmen Security Services, LLC	106	5210.106	Maintenace & Repair Building	72667	01/11/23	27.00	74533	27.00
Everyy	101	5201.101	Electric	12/30/22	12/30/22	1,476.24	EFT	1,476.24
Everyy	106	5201.106	Electric	12/30/22	12/30/22	493.50	EFT	493.50
Everyy	220	5201.220	Electric	12/30/22	12/30/22	60.51	EFT	60.51
Everyy	101	5222.101	Traffic Signal Expense	12/30/22	12/30/22	99.81	EFT	99.81
Everyy	106	5290.106	Street Light Electric	1/9/23	12/31/22	1,724.26	EFT	1,724.26
Open Edge	101	5214.101	Other Contracted Services	12/31/22	12/31/22	761.87	EFT	761.87
Wex Bank	106	5302.106	Motor Fuels & Lubricants	5226 1/5/23	12/31/22	975.02	EFT	975.02
Wex Bank	102	5302.102	Motor Fuels & Lubricants	6429 1/5/23	12/31/22	1,973.40	EFT	1,973.40

\$ 396,328.15

Item Number: Consent Agenda- II.-B.
Committee 1/17/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **City Council Meeting Minutes December 19, 2022**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> City Council Meeting Minutes December 19, 2022	Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, December 19, 2022, 6:00 P.M.

- Mike Kelly, Mayor
- Trisha Brauer, Council Member
- Benjamin Dickens, Council Member
- Jan Faidley, Council Member
- Jennifer Hill, Council Member

- Tom Madigan, Council Member
- Michael Poppa, Council Member
- Kate Raglow, Council Member
- Michael Rebne, Council Member

- Keith Moody, City Administrator
- Erin Winn, Asst. City Administrator
- Kelley Nielsen, City Clerk
- John Morris, Police Chief
- Donnie Scharff, Public Works Director

Admin
Raglow
Dickens

Finance
Rebne
Hill

Safety
Poppa
Madigan

Public Works
Brauer
Faidley

(Roeland Park Council Meeting Called to Order at 6:00 p.m.)

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. CMBR Rebne was absent. All other Governing Body members were present. Staff members present were City Administrator Moody, City Attorney Mauer, Public Works Director Scharff, Police Chief Morris, and City Clerk Nielsen.

Modification of Agenda

There were no modifications to the agenda.

I. Citizen Comments

Judy Hyde (5113 W. 58th) Ms. Hyde, a representative from the City's Sustainability Committee, said the committee gave considerable thought to the different options for the City's protection of its tree canopy. The committee voted to protect all the trees in Roeland Park. They realize that is not a popular idea and understand the rationale behind it as they themselves are homeowners. She added that there are some things that people do not feel they should be regulated on, but they do believe in this instance that protection of the trees is for the greater good of the City.

Ms. Hyde also thanked Mayor Kelly for his service to the city and for being an advocate for all things climate related and she is looking forward to his service as Johnson County Commission Chair.

Joel Marquardt (5021 Clark) Mayor Emeritus Marquardt thanked them for following up on the Buena Vista sidewalk project and is glad he will not be seeing baby strollers in the street anymore. He is also happy to see at the house across the street from the school does not have trees covering the sidewalk any longer and noted that Wade Holtkamp from Codes is always helpful and receptive. He also added that the art projects in the City are amazing and appreciates the efforts from the Arts Committee and the Governing Body. Mr. Marquardt added that he is looking forward to the development at the Rocks

and that it has been a long time coming. He noted that he lives close to Southridge Presbyterian and is looking forward to development going in on that site, but the neighbors are concerned about the final plans and he is looking forward to seeing those. He concluded by expressing his thanks and appreciation to Mayor Kelly and what he has done, and what the staff and the Governing Body have accomplished through their dedication and focus. He said he is looking forward to the peaceful transition of power.

Mayor Kelly thanked Mr. Marquardt for his service and ongoing dedication to the City.

II. Consent Agenda

- A. Appropriations Ordinance #1010**
- B. City Council Meeting Minutes December 5, 2022**

MOTION: CMBR HILL MOVED AND CMBR FAIDLEY SECONDED TO APPROVE THE CONSENT AGENDA AS PRESENTED. (MOTION CARRIED 7-0.)

III. Business from the Floor - Proclamations/Applications/Presentation

There was no Business from the Floor.

IV. Mayor's Report

No report was given, but the Mayor made some closing comments at the end of the meeting.

V. Reports of City Liaisons and Committee

No reports were given.

VI. Unfinished Business

There was no Unfinished Business

VII. New Business

Mayor Kelly provided some background on The Rocks development project on which they would be discussing and voting. There was a public hearing held December 5, 2022. The Planning Commission made a finding that the TIF 4 project plan is consistent with the City's Comprehensive Plan and staff is recommending approval of the plan.

City Attorney Mauer provided additional project information and was available for questions along with Jeff White from Columbia Capital and Kevin Wempe, Special Finance Counsel, from Gilmore Bell.

Mr. Mauer said The Rocks was originally a part of TIF 3. A special taxing district was created carving out only The Rocks property to become TIF 4. The property within TIF 4 is the Rocks, and TIF 4 only applies to The Rocks. It does not affect any other taxes or jurisdictions in the City.

The Community Improvement District (CID) is a 2 percent sales tax that is only applied within the TIF 4 district. These monies will go into a special fund to help reimburse the developer for their extraordinary development costs.

The City will also issue Industrial Revenue Bonds (IRBs) for the limited purpose of owning the property until such time as the materials to build The Rocks project have been acquired. The materials will be purchased with no sales tax.

Mr. Mauer noted that the Development Agreement was presented at the Council's last meeting. The version presented tonight reflects some minor stylistic changes throughout. The most significant change is that Evergy has preliminarily agreed to relocate the duct bank, the transmission lines parallel to Roe Avenue and along The Rocks towards the future extension of Roe Parkway. He noted this will be a huge cost savings to the taxpayers.

There is also a remedy section that includes penalty numbers and financial impacts. Following discussions, they settled on a strong incentive for the developer to fully comply. They want to avoid the situation that if the developer did not build something, then they would be in a better off position. There is also included what Mr. Mauer calls the "Mission Gateway Clause" giving the City the right to repurchase the site if the developer does nothing from the beginning, does not start, or if the development stalls.

The requirements for the restaurant have stayed the same and will be there at the beginning. It will be up to the patrons of the restaurant to determine if it will stay.

The Governing Body will need to rezone and establish a plat to create a new district for the property as well as approve acceptance of the easements and conveyances within.

There is a modification to the land purchase contract. The final development plan has been pushed back and will come before the Governing Body later in March. The due diligence has been extended until they get their final approvals.

Mayor Kelly thanked Mr. Mauer for his diligent work on this project noting that the Roeland Park team has worked hard. He also thanked Mr. White and Mr. Wempe who were in attendance at the meeting as well as Brendan O'Leary from EPC, Austin Bradley and Bob Johnson from the Polsinelli firm. He thanked everyone for trusting them with the process and he is looking forward to the good times ahead.

CMBR Hill asked what they are anticipating pulling in tax-wise other than from the restaurant. Mr. Mauer said the retail space of 3,500 square feet for the restaurant will provide the sales tax.

City Administrator Moody added that both the commercial and residential spaces will capture the TIF increment. The commercial space is taxable at a higher percentage. The majority of the value will lie around the 300,000 square feet of residential to capture the most tax. Over the anticipated 20-year life, they expect to capture about \$16.4 million in TIF revenue. The restaurant is anticipated to capture \$1 million over its 22-year CID life. Sales tax on materials through the IRBs is expected to be about \$2.1 million and is part of the incentive package being offered, not to exceed 25 percent.

CMBR Hill asked how the taxes are collected on the housing units. City Administrator Moody said the property owner pays the property tax to the county. The county then tracks the increment capture. The City takes those funds and uses them to refund the developer for reimbursable expenses.

CMBR Poppa said he is excited about the project. He noted in the development agreement the annual \$5,000 from the developer for community support to the Northeast Johnson County Chamber or an alternative community initiative. Mr. Poppa asked what those initiatives were and if there weren't any, to maybe remove that phrase as the Chamber does help them continue their business growth.

City Administrator Moody said that they cannot guarantee that the Chamber will stay in place the entire length of time, and would bring into question the \$5,000. By adding alternative community initiative, they can designate the funds to another entity.

CMBR Faidley asked about the electrical duct work by Evergy. City Administrator Moody said that must be completed by October 1, 2023.

A. Ordinance 1036 - Approving TIF 4 Project Plan

A roll call vote was taken for this ordinance motion.

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO ADOPT ORDINANCE 1036 - APPROVING THE TIF 4 PROJECT PLAN. (MOTION CARRIED 8-0 WITH MAYOR KELLY VOTING YES.)

B. Ordinance 1037 - Creating the Rocks CID and Levying a CID Sales Tax

MOTION: CMBR DICKENS MOVED AND CMBR HILL SECONDED TO APPROVE ORDINANCE 1037, CREATING THE ROCKS COMMUNITY IMPROVEMENT DISTRICT AND LEVYING A CID SALES TAX. (MOTION CARRIED 7-0.)

C. Resolution 700 - Intent to Issue IRBs for Sales Tax Exemption for EPC Project

MOTION: CMBR FAIDLEY MOVED AND CMBR RAGLOW SECONDED TO APPROVE RESOLUTION 700 - INTENT TO ISSUE INDUSTRIAL REVENUE BONDS FOR SALES TAX EXEMPTION FOR THE EPC PROJECT. (MOTION CARRIED 7-0.)

D. Resolution 701 - Approving Development Agreement with EPC

MOTION: CMBR POPPA MOVED AND CMBR RAGLOW SECONDED TO APPROVE RESOLUTION 701 - APPROVING THE DEVELOPMENT AGREEMENT WITH EPC. (MOTION CARRIED 7-0.)

E. Ordinance 1038 - Rezoning The Rocks Site

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE ORDINANCE 1038 REZONING THE ROCKS SITE. (MOTION CARRIED 7-0.)

F. Accept Easements, Public Infrastructure, and Right-of-Way Dedication and Vacation for The Rocks Final Plat and Approve Payment in Lieu of Parkland Dedication

CMBR Faidley asked what the standard easement is along Roe Boulevard south of 48th Street. City Administrator Moody responded the right-of-way width continues to vary until 51st Street and tends to be wider north of 51st. They are establishing a commercial standard 11 foot back of curb to the right-of-way line, and is a consistent width adjacent to areas around the site.

MOTION: CMBR DICKENS MOVED AND CMBR BRAUER SECONDED TO APPROVE ACCEPTING THE EASEMENTS, PUBLIC STORM DRAINAGE INFRASTRUCTURE, ROE PARKWAY RIGHT-OF-WAY DEDICATIONS, AND THE ROE BOULEVARD RIGHT-OF-WAY VACATION INCORPORATED INTO THE ROCKS FINAL PLAT. (MOTION CARRIED 7-0.)

G. First Amendment to Land Purchase Agreement with EPC

MOTION: CMBR MADIGAN MOVED AND CMBR HILL SECONDED TO APPROVE THE AMENDMENT TO THE LAND PURCHASE AGREEMENT WITH EPC WHICH CLARIFIES THE END OF THE DUE DILIGENCE PERIOD AND RESETS THE DEADLINE FOR PUTTING A LEASE IN PLACE FOR THE PUBLIC WORKS SITE. (MOTION CARRIED 7-0.)

Mayor Kelly thanked everyone for their diligence and hard work as well as the dedication of staff and their partners at EPC. He said they have been working toward this day and they should be proud of the efforts they have put in thus far.

CMBR Brauer also thanked those who do not live in Roeland Park for their work in putting this project in their community. She asked the developers to remember this means a lot to the residents here in the City and represents a project that has been decades in the works. CMBR Brauer said this will truly change the lives of every person who lives in Roeland Park. She knows that construction is hard and delays happen, and there are unforeseen setbacks, but she asked them to please not throw in the towel and remember that people are counting on them to finish and they as a City are committed to helping them make that happen.

H. Approve Task Order with SFS for Architectural Service Related to Renovations at New Public Works Facility

Mayor Kelly said they have until October 21, 2023, to complete the relocation of Public Works. Phase 1 is the title insurance commitment, building condition assessment, and the ALTA survey has been completed. No issues have been seen that would deter the City from moving forward with the purchase of the site. This task order allows them to complete the renovations and will get them closer to closing at the beginning of next year.

City Administrator Moody said this allows them to continue to make progress for relocation. There will be some prioritization of different components of renovation. Staff will be briefing the Council as they go along. The RFP construction manager at risk process has begun and they will be bringing back a recommendation to the Governing Body and from there, they will be putting together cost numbers and order of construction projects.

MOTION: CMBR DICKENS MOVED AND CMBR POPPA SECONDED TO APPROVE A TASK ORDER WITH SFS FOR ARCHITECTURAL AND PROJECT MANAGEMENT SERVICES RELATED TO THE PUBLIC WORKS FACILITY RENOVATIONS. (MOTION CARRIED 7-0.)

VIII. Ordinances and Resolutions

A. Ordinance 1039 - Establishing a Tree Preservation Policy

CMBR Madigan said he received an email from Ardie and Gretchen Davis, and is in agreement with them, that there is a compelling need for more education regarding the role of trees and the environment. He said the citizenry is responsible for the planting and care of trees and that does not seem to be understood by the public, nor the role the Governing Body takes in this. He motioned that the item needs to be tabled until the concerns were addressed and the public was better informed.

MOTION: CMBR MADIGAN MOVED AND CMBR POPPA SECONDED TO TABLE THE ITEM UNTIL THE PUBLIC IS MORE INFORMATION IS GIVEN TO THE PUBLIC. (MOTION CARRIED 5-2 WITH CMBRS HILL AND FAIDLEY VOTING NO.)

MOTION: CMBR HILL MOVED AND CMBR FAIDLEY SECONDED TO ACCEPT ORDINANCE 1039, VERSION 1 TO GO INTO EFFECT 90 DAYS FOLLOW ITS PASSAGE, TO COVER TREES IN THE FRONT YARD, SIDE YARD, AND THOSE IN THE RIGHT-OF-WAY. (NO VOTE WAS TAKEN AS THE ITEM WAS TABLED.)

IX. Reports of City Officials

A. Mayor's Comments

Mayor Kelly said this was his last formal Council meeting as mayor. He thanked his fellow Governing Body members for their time, trust, and even disagreements, which has made the City a better place. He hoped that change and progress will continue. He asked them to utilize him as a resource and a sounding board, and as a colleague, he will be available to them. He also thanked the staff as the backbone of the City noting that as governing bodies change, they dedicates their lives to the community, and he thanked them for their passion and friendships. He also recognized his family who supports him as he has given up free times and weekends to do the job. Mayor Kelly noted the kindness and generosity of his family and the family of Roeland Park. He said when you take time to get to know your neighbors, good things happen. He said it all started in 2014 with the Citizens Academy, then joining the Sustainability Committee and the Community Foundation Advisory Board. He said it is amazing what citizens and neighbors can do when they collectively work together. He said there is a lot of talent in Roeland Park that already exists and it has been his honor to help and offer his service.

Adjourn:

MOTION: CMBR HILL MOVED AND CMBR RAGLOW SECONDED TO ADJOURN. (THE MOTION CARRIED 7-0.)

(Roeland Park City Council Meeting Adjourned at 6:48 p.m.)

Kelley Nielsen, City Clerk

Michael Poppa, Mayor

Item Number: Consent Agenda- II.-C.
Committee 1/17/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **City Council Meeting Minutes January 3, 2023**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> City Council Meeting Minutes January 3, 2023	Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Tuesday, January 3, 2023, 6:00 P.M.

- | | | |
|--|---|--|
| <ul style="list-style-type: none">○ Mike Kelly, Mayor○ Trisha Brauer, Council Member○ Benjamin Dickens, Council Member○ Jan Faidley, Council Member○ Jennifer Hill, Council Member | <ul style="list-style-type: none">○ Tom Madigan, Council Member○ Michael Poppa, Council Member○ Kate Raglow, Council Member○ Michael Rebne, Council Member | <ul style="list-style-type: none">○ Keith Moody, City Administrator○ Erin Winn, Asst. City Administrator○ Kelley Nielsen, City Clerk○ John Morris, Police Chief○ Donnie Scharff, Public Works Director |
|--|---|--|

Admin
Raglow
Dickens

Finance
Rebne
Hill

Safety
Poppa
Madigan

Public Works
Brauer
Faidley

(Roeland Park Council Meeting Called to Order at 6:00 p.m.)

Pledge of Allegiance

CMBR Dickens called the City Council meeting to order and led everyone in the Pledge of Allegiance.

Roll Call

City Clerk Nielsen called the roll. All Governing Body members were present with CMBR Brauer appearing virtually. Staff members present were City Administrator Moody, City Attorney Felzien, Public Works Director Scharff, Police Sgt. Stamper, and City Clerk Nielsen. Asst. City Administrator Winn also appeared virtually.

Modification of Agenda

There were no modifications to the agenda.

I. Citizen Comments

Aaron Otto (5113 W. 58th) Mr. Otto recognized the quality of work by City staff, the Police Department, the Public Works Departments, and all departments on behalf of Roeland Park. He also thanked the elected officials for their work and for the leadership of Mayor Kelly and said that he is excited Mayor Kelly will be joining the county team. Mr. Otto also spoke to initiative with Ripple Glass begun Roeland Park as well as the improvements to the Council Chambers and throughout the City.

II. Consent Agenda

A. Appropriations Ordinance #1011

MOTION: CMBR HILL MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE CONSENT AGENDA AS PRESENTED. (MOTION CARRIED 8-0.)

III. Business from the Floor - Proclamations/Applications/Presentation

There was no Business from the Floor.

IV. Mayor's Report

No report was given.

V. Reports of City Liaisons and Committee

A. Arts Committee

Before offering his report, Marek Gliniecki from the Arts Committee thanked Mayor Kelly for his service and support for the arts in the City.

Mr. Gliniecki said the committee has created a Gallery Director position. Duties of the director will be to find artists to showcase their work in the Schlagel Art Gallery. They will be expected to coordinate monthly receptions for the artists as well as develop and maintain videos about the current exhibitions. They are to also contact social media outlets and provide information for the City's newsletter current exhibiting artists, gallery events, and receptions.

Mr. Gliniecki also stated the committee desires to increase the current \$100 a month stipend to \$200. The extra \$100 a month will come from the committee's art budget. He added that the duties of the gallery director deserves that if not more.

CMBR Faidley asked if the Arts Committee was asking the Council to modify the ordinance to allow for the increase. Mr. Gliniecki said that is not what they were asking, but if the Governing Body would like to do that, the committee would accept it. City Administrator Moody said it would require an amendment to the City code, but it would not affect the City's budget. CMBR Faidley said she sees incorporating this change into the ordinance to make it a permanent change and suggested this be placed on a Workshop for further discussion. She said that would make a statement about the value they place on art in the gallery space.

CMBR Poppa agreed with CMBR Faidley regarding the changes and did not think the additional \$1,200 should come from the Art budget as that is to be used for the purchase of art. He too would support this as a Workshop item.

CMBR Rebne expressed his appreciation for the Arts Committee and the great works that are going up around the City. He also recommended that the gallery director consider diversity in terms of finding artists as well as the use of medium. Mr. Gliniecki said he would take that recommendation to the committee.

Mr. Gliniecki said they have put out their call for art for the gateway sculpture. The deadline is February 1, 2023 and there have been a couple of responses as well as several inquiries. The committee is also producing a brochure that will show all the art in the City and will be coming out soon.

VI. Unfinished Business

There was no Unfinished Business

VII. New Business

A. Accept Mayor Kelly's Resignation

Mayor Kelly thanked his fellow Governing Body members and wished them the best of luck. He said the City is in great hands with their leadership. He also noted they have a great staff and told them not to be afraid to lean on them that given their expertise and their desire to have Roeland Park be a great community. He said he hopes to continue to serve Roeland Park in his role as county chairman and concluded stating that he is still your neighbor.

(Applause)

MOTION: CMBR MADIGAN MOVED AND CMBR FAIDLEY SECONDED TO ACCEPT MAYOR MIKE KELLY'S RESIGNATION. (MOTION CARRIED 8-0.)

(Mayor Kelly stepped down from the dais.)

B. Elect New Mayor from Existing Council

CMBR Poppa accepted the nomination to serve as mayor and that he has been honored to serve on the Council. He continues to be honored to serve Roeland Park as mayor.

There were no other mayoral nominations.

MOTION: CMBR HILL MOVED AND CMBR FAIDLEY SECONDED TO ELECT CMBR MICHAEL POPPA AS ROELAND PARK MAYOR. (MOTION CARRIED 8-0.)

CMBR Faidley noted this interim mayoral term will be until the next election in November. There is also a process to select his successor on the Council, which will consist of a committee of three, an application review and selection process, with final approval by the entire Council.

CMBR Poppa said the application is now live on the City's website for his Ward 4 position under Volunteer Opportunities.

C. Swear in the New Mayor

Michael Poppa was sworn in as the next Mayor of Roeland Park by City Clerk Nielsen.

(Applause)

(Photos were taken)

Mayor Poppa expressed his appreciation that his fellow Governing Body members have entrusted him with this position. He said it is an honor serving Roeland Park and he looks forward to continuing doing so as mayor. He added that one person does not govern the City, but it is a leadership team that includes staff, the Governing Body, and volunteers. This is what makes the City move forward.

Mayor Poppa also thanked his husband stating it is your partner, family, and loved ones who support them, and he thanked all families for making that sacrifice that allows them to serve Roeland Park.

D. Council President Election

MOTION: CMBR DICKENS MOVED AND CMBR RAGLOW SECONDED TO APPROVE CMBR JEN HILL AS THE NEW COUNCIL PRESIDENT. (MOTION CARRIED 7-0.)

Asked for a comment, she said her OCD and organizational skills are thrilled to get started.

E. Approve Tree Services Agreement

Public Works Director Scharff said staff recommendations for the tree services agreement is Arbor Masters for 2023-2025 time period. Staff does not have the manpower or the equipment to handle all the issues that arises. Mr. Scharff also noted the company is located in Shawnee and their response time is fairly quick.

CMBR Faidley recognized this agreement came about to deal principally with storm damage. She asked what they do for ongoing maintenance and do they do inspections. Public Works Director Scharff responded that is included in the agreement they have. They do tree trimming, have certified arborists on staff, and perform inspections. They also offer a wide variety of services outside the emergency portion of the contract. CMBR Faidley asked if they are on a scheduled inspection of all the trees in the City's right-of-way. Public Works Director Scharff they are not, but they can look at adding that. He did note that when the inventory was conducted, the trees were evaluated. CMBR Faidley asked if a certified arborist oversees any work and Public Works Director Scharff said they do.

MOTION: CMBR HILL MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE TREE SERVICES AGREEMENT WITH ARBOR MASTERS FOR 2023-2025. (MOTION CARRIED 7-0.)

City Administrator Moody said in the past they have used a task order for trees that were trimmed on public property and they will continue to employ that approach in the future. They will also continue to use Public Works' efforts with storm debris, but there are some things that are beyond their capabilities.

F. Approve Mowing Services Agreement

Mayor Poppa noted that Hometown LawnCare came in about \$9,000 less than the other company responding to their RFP.

Public Works Director Scharff said the price was a key point. Hometown has done a lot of work with area corporations and the Bonner Springs School District. They have come highly recommended through his contact. They will also do the preemergent, weed control, and fall fertilizing.

CMBR Faidley asked about the application of weed control and fertilizing if all mowed areas would be receiving those application. Public Works Director Scharff said that Nall Park does not and possibly Cooper Creek.

CMBR Faidley also noted that fuel costs have come down, so the increase must be related to staffing. She also asked about lawncare companies moving towards electric equipment. Public Works Director Scharff said some may be using electric for smaller pieces of equipment, but from a mowing standpoint, they are not seeing that change.

MOTION: CMBR DICKENS MOVED AND CMBR HILL SECONDED TO APPROVE THE 2023 MOWING SERVICES AGREEMENT WITH HOMETOWN LAWN CARE. (MOTION CARRIED 7-0.)

G. Approve Task Order with Lamp Rynearson for Public Works Renovations

City Administrator Moody said the Governing Body previously approved the SFS task order that covers renovations inside the building. This task order will cover the exterior site-related design. Also, the RFP for construction manager at-risk is out, and that will be the next process they go through.

CMBR Faidley asked if the construction manager at-risk will handle the site improvements and also coordinate with SFS. City Administrator Moody said the construction manager at-risk, to the extent they have them, will have their direct employees complete work inside and outside the building. They are also responsible for getting bids. For tradesmen they do not have, they will find those contractors. This keeps the process competitive.

MOTION: CMBR REBNE MOVED AND CMBR RAGLOW SECONDED TO APPROVE TASK ORDER WITH LAMP RYNEARSON FOR SITE (NOT BUILDING) IMPROVEMENTS TO THE NEW PUBLIC WORKS FACILITY. (MOTION CARRIED 7-0.)

H. Approve Community Center Operations Agreement with JCPRD

Mayor Poppa said this is an annual agreement. There is one change that reflects the City will be ordering supplies and services incurring those costs directly rather than JCPRD purchasing the items and the City reimbursing them.

CMBR Madigan asked for the status on the asbestos testing at the Community Center. City Administrator Moody said they are waiting on test results. Terracon, an environmental specialty firm, will be at the site to meet with an environmental remediation firm to go over a draft cleaning plan. Mr. Moody said he is not certain the test results indicate a need to clean, but if so, they want to be able to move forward as quickly as they can.

CMBR Madigan asked if anyone was fired over this as someone was supervising. City Administrator Moody said he does not know the status of the contractor's supervisor, but he will get them that information.

CMBR Poppa said the air tests came back negative. City Administrator Moody said one of the two tests completed was for air quality, which is under the threshold established by Kansas Dept Health and Environment. No asbestos has been detected outside of Room 6, which is where the asbestos-containing drop ceiling tiles were located.

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE THE COMMUNITY CENTER JOINT USE AGREEMENT WITH JCPRD. (MOTION CARRIED 7-0.)

I. Committee Reappointments

CMBR Poppa thanked the volunteers for their dedication to the City. He said they were looking forward to great things from them this year.

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE THE FOLLOWING SLATE OF CANDIDATES FOR REAPPOINTMENT: JUDY HYDE AND RUSSELL MCCORKLE TO THE PARKS COMMITTEE; JUDY HYDE TO THE SUSTAINABILITY COMMITTEE; MICHAEL CALOVICH AND JASON WIENS TO THE AQUATICS COMMITTEE; JIM GREBE, ALLEN FOLEY, AND IAN TOMPKINS TO THE AD-HOC HISTORICAL COMMITTEE; XAVIER COMEAUX, HAILE SIMS, EMILY SCHLITZ, CARRIE PAULETTE, AND DIANE MORA TO THE RACIAL EQUITY COMMITTEE (MOTION CARRIED 7-0.)

VIII. Ordinances and Resolutions

There were no ordinances or resolutions presented.

IX. Reports of City Officials

A. City Administrator's Report

City Administrator Moody said they did look into electric mowing, and it was incorporated as a bid alternate. The two that responded to their RFP did not provide pricing for electric mowing services.

B. Mayor's Comments

Mayor Poppa thanked CMBR Dickens for his service as Council President this past year.

CMBR Dickens said he appreciated the kind words, and it was a good experience.

Mayor Poppa said it was a good experience for them as well.

Adjourn:

MOTION: CMBR MADIGAN MOVED AND CMBR REBNE SECONDED TO ADJOURN. (THE MOTION CARRIED 7-0.)

(Roeland Park City Council Meeting Adjourned at 6:44 p.m.)

Kelley Nielsen, City Clerk

Michael Poppa, Mayor

Item Number: Consent Agenda- II.-D.
Committee 1/17/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/5/2023
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Agreement with MARC for Traffic Signal Monitoring through Operation Green Light**
Item Type: Agreement

Recommendation:

Staff recommend the approval of agreement with MARC for traffic signal monitoring for 3 signals on Roe Blvd for 2023-2026 not to exceed \$9,600

Details:

OGL is a regional program that works to improve traffic flow and reduces vehicle emissions. OGL works with participating municipalities to monitor traffic signal timings that are best suited for traffic flow reducing traffic backups that can occur during the rush hour periods in the mornings and afternoons. MARC will assist the city with responding to citizen complaints regarding signalized intersections concerns from the public.

The attached agreement is for years 2023-2026. The initial term of the agreement is for 2 years for 2023-2024, however the agreement automatically will renew for one additional 2-year period (2025-2026) The traffic signals located at 50th Terr, 51st St, and 48th St are monitored on the OGL network. The cost for each intersection is \$800 or \$2,400 annually. Total amount for 2023-2026 is \$9,600.

OGL manages the regionally shared Advance Traffic Management System software that monitors traffic signals in real time to help diagnose and detect operational issues.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount: \$15,000

Additional Information

Operation Green Light is important for these key reasons:

- It improves the flow of traffic on the most-used arterial roads in the region.
- It helps improve regional air quality.
- It provides a tool for state and local governments to better manage changes in traffic patterns with the Kansas City Scout freeway management system

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> OGL Agreement	Cover Memo

**COOPERATIVE AGREEMENT
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROLS SYSTEM (this "Agreement") is made and entered into by and between Mid-America Regional Council ("MARC"), a consortium of cities in the nine county Kansas City Metropolitan Area, a Regional Planning Commission and a Missouri not for profit corporation and the City of Roeland Park, Kansas ("City")

WHEREAS, MARC performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light" ("OGL"), for the Kansas City Urban Area; and

WHEREAS, the Strategic Plan 2021 established the vision, mission, objectives, and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality, and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, several Missouri agencies and political subdivisions are contracting with MARC to participate in OGL for coordination in the Missouri portions of the Kansas City Urban Area; and

WHEREAS, the Kansas Department of Transportation ("KDOT") is also contracting with MARC to participate in OGL; and

WHEREAS, the Member Agencies which are political subdivisions or agencies of the State of Kansas are authorized pursuant to the provisions of Section 12-2908 of the Kansas Statutes Annotated to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System, and to mutually cooperate regarding the operation of the same; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the Member Agencies (collectively, the "Parties") mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in K.S.A. 12-2908 the parties enter into this Agreement for the funding of the operations of the Regional Traffic Control System for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a regional perspective.

Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached

hereto and incorporated herein by this reference, the following words shall have the meanings set forth herein:

Exhibit 1 – Steering Committee Document

Exhibit 2 – Scope of Services

Exhibit 3 – Compensation

Exhibit 4 – Insurance Requirements

Exhibit 5 – Ownership Matrix

Exhibit 6 – Concept of Operations

Communications Network – all telecommunication infrastructure between Regional Traffic Management Centers and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

Jurisdictional Boundaries – the geographical boundaries of the governmental entities acting as political subdivisions of the States of Kansas.

Jurisdictional Control Center – the site or location designated by the Member Agency containing various equipment, computer hardware, and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

Member Agencies – agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction, and operations of the Regional Traffic Control System.

Private Firms – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2.

Regional Traffic Control System – an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

Regional Traffic Management Center – the site or location designated by the Steering Committee containing various equipment, computer hardware, and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the Traffic Operations Center ("TOC").

Steering Committee – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction, installation, and operation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies, KDOT and participating agencies and political subdivisions of the

State of Missouri which have entered into similar agreements with MARC regarding OGL. The membership structure and policy are set forth in Exhibit 1.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC is hereby designated the administrator and is by virtue of this designation responsible for administering this cooperative undertaking. As administrator, MARC shall perform or cause to be performed the services set forth in Exhibit 2.

(b) Member Agencies. In addition to the obligations set forth in this Agreement, the Member Agencies shall each also perform all the obligations set forth in the document entitled “OGL Concept of Operations: Roles and Responsibilities”, attached hereto as Exhibit 6. Furthermore, the Member Agencies each individually agree that they shall not interfere with MARC’s exercise of its obligations under this Agreement, including, but not limited to MARC’s deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the Member Agencies shall each make payment to MARC the sum set forth in Exhibit 3, which is attached hereto and incorporated by reference as if fully set forth herein. The cost associated with Member Agencies represent each individual agency’s share of the cost for the maintenance and operation of the Regional Traffic Control System, as set forth in said Exhibit 3. The “Operation Green Light Location/ Ownership Matrix” set forth in Exhibit 5 identifies the location and ownership of the software, hardware, and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri and the Member Agencies shall cooperate in sharing information among themselves, KDOT, with the participating agencies and political subdivisions of the State of Missouri and with MARC necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid, or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties.

Sec. 9. TERMINATION FOR CONVENIENCE. Any party to this Agreement may terminate this Agreement by giving one hundred eighty (180) days' written notice to the other party. Financial obligations will be honored up to the effective date of termination. A Member Agency that terminates this Agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the Member Agency terminating the Agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between the parties with respect to this subject matter.

Sec. 11. NO AUTHORITY ON BEHALF OF OTHER PARTIES. This agreement does not give any party hereto authority to take any action or execute any documents on behalf of any other party to this Agreement.

Sec. 12. COMPLIANCE WITH LAWS. All parties to this Agreement shall comply with and shall require any Private Firms contracted pursuant to this Agreement to comply with all federal, state, and local laws, ordinances, and regulations applicable to the work and this Agreement. Pursuant to applicable laws, e.g., K.S.A. §12-2908 and RS Mo. §§70.230 and 70.230, each of the representatives of the City and MARC, on behalf of the party they represent, warrant to the other party that they are authorized by their appropriate governing body to enter into this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If any party of this Agreement is in Default or breach of any provision of this Agreement, any non-defaulting party may terminate their participation and cooperation in this Agreement, withhold payment, or invoke any other legal or equitable remedy after giving written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then any non-defaulting party shall notify the party in default in writing and commence to cure within thirty (30) days.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

Sec. 14. WAIVER. Waiver by the any party to this Agreement of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of all of the Parties to this Agreement, and forbearance or indulgence by any party to this Agreement in any regard whatsoever shall not constitute a waiver of same to be performed by said party to which the same may apply and, until complete performance of the term, covenant, or condition, the Parties to this Agreement shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except in writing signed by each party to this Agreement; provided, however, the Exhibits to this Agreement may be modified by agreement of a majority vote of the Steering Committee without each Member Agency approving and executing an amendment to this Agreement.

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine, or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 17. AUDIT. Each Member Agency shall have the right to audit this Agreement and all books, documents, and records relating thereto upon written request to MARC. MARC shall maintain all its books, documents, and records relating to this Agreement and any contract during the period of this Agreement for three (3) years after the date of final payment of the contract or this Agreement, whichever expires last. The books, documents, and records shall be made available for any and each of the Member Agencies' review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION; NON-DISCRIMINATION.

(a) MARC shall require Private Firms to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation ("USDOT") relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 C.F.R. 21 through Appendix H and 23 C.F.R. 710.405, which are herein incorporated by reference and made a part of this Agreement.

(b) During the performance of this Agreement or any subcontract resulting thereof, MARC, Private Firms, and all subcontractors and vendors (the Private Firms, together with all subcontractors and vendors, shall for purposes of this Section 18 be collectively referred to as the "Other Contractor Parties") shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001 et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income. In all solicitations or advertisements for employees, MARC and the Other Contractor Parties shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission"). If MARC fails to comply with the manner in which MARC reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or if MARC is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, MARC shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated, or suspended, in whole or in part, by any of the Member Agencies.

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

(d) MARC shall include the provisions of paragraphs (b) through (c) above in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign, or transfer any part or all of MARC's obligations or interests without the Member Agencies prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of the Member Agencies, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of any of the Member Agencies, or no spouse of such officer or employee, has or will have a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of any of the Member Agencies, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

MARC
Attention: Executive Director, Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Kansas. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Kansas, and in no other. The Parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

Sec. 24. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the Member Agencies and any of its agencies, officials, officers, agents or employees from and against all claims, damages, liabilities, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services preformed

pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the Member Agencies for the negligent acts of a Member Agency or any of its agencies, officials, officers, or employees.

Sec. 25. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

Sec. 26. INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be two (2) years (“Term”) unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one (1) additional two (2) year period (the “Renewal Term”) on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew as to each individual member agency if such member agency provides written notice to MARC of its intention not to renew within one hundred eighty (180) days prior to the expiration of the Term.

Sec. 27. CASH BASIS LAW & UNFUNDED OBLIGATIONS. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto as it applies to Member Agencies which are agencies or political subdivisions of the State of Kansas. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Member Agencies. This Agreement shall be construed and interpreted so as to ensure that the Member Agencies shall at all times stay in conformity with such laws and, as a condition of this Agreement, each member agency reserves the right to unilaterally sever, modify, or terminate its participation in this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of the Kansas Cash Basis Law to the extent it prohibits unfunded obligations. The Member Agencies are obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Member Agencies’ current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Sec. 28. EXECUTION IN MULTIPLE COUNTER PARTS. This Agreement may be executed by the parties in multiple counterparts which shall be taken together as one complete document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

MID-AMERICA REGIONAL COUNCIL

A handwritten signature in black ink, appearing to read 'David A. Warm', is written over a horizontal line.

David A. Warm
Executive Director, Mid-America Regional Council

Date: 01/06/2023

***Notices:** Notices pursuant to this Agreement to ROELAND PARK, KS shall be sent to:

City of Roeland Park
Attention: Donnie Scharff, Director of Public Works
4600 W. 51St
Roeland Park, KS 66205

EXECUTION OF AGREEMENT

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE,

Responsibility and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including:* approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues rise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of November 2022)

	Participating Agency Non-Funding Agency in Bold	Membership (voting)
1	Belton	1
2	Blue Springs	1
3	Bonner Springs	1
4	Fairway	1
5	FHWA – MO & KS	Ex Officio
6	Gladstone	1
7	Grandview	1
8	Independence	1
9	Kansas City, MO	1
10	KC Scout	Ex Officio
11	KDOT	1
12	Lansing	1
13	Leavenworth	1
14	Leawood	1
15	Lee's Summit	1
16	Lenexa	1
17	Liberty	1
18	MARC	1
19	Merriam	1
20	Mission	1
21	Mission Woods	1
22	MoDOT	1
23	North Kansas City	1
24	Olathe	1
25	Overland Park	1

26	Prairie Village	1
27	Raymore	1
28	Roeland Park	1
29	Shawnee	1
30	Unified Government/KCK	1
31	Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

1.1 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a two-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's two-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating terms.

1.2 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any six of the voting members of the Steering Committee, including at least one member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

EXHIBIT 2

SCOPE OF WORK

1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the program;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the program;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain budgets and schedules;
- Develop and maintain databases;
- Publish and distribute documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

3. Operations and Maintenance

3.1. Computer Software and Databases

MARC will procure all required software and may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. Computer Network

MARC will procure all required hardware and software. Any equipment (e.g., switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. Field Communications System

All field communications equipment purchased by MARC will be maintained by MARC except where specifically transferred to the local agency for ownership. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. Traffic Signal Equipment

Each member agency shall be responsible for all maintenance to the traffic signal related equipment. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal equipment that has been purchased and/or installed as part of an OGL construction project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement equipment that are compatible with the OGL system should the MARC- purchased equipment fail.

EXHIBIT 3
COMPENSATION

- A. The amount the City will pay MARC under this contract will not exceed **NINE-THOUSAND AND SIX-HUNDRED DOLLARS AND 00/100 (\$9,600.00)**. This amount represents the city share of the total program cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoiced, on a yearly basis.

Table 1			
Operation Green Light Program			
Annual Operations Costs			
Total Agency Signals in OGL			3
Cost per Year Subsidized			
Year	No. of Signals	Cost Per Signal	Local Agency Cost
2023	3	\$800	\$2,400
2024	3	\$800	\$2,400
2025	3	\$800	\$2,400
2026	3	\$800	\$2,400
Total			\$9,600

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- D. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers’ Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Fee Minimum Limits</u>	<u>Professional Liability Minimum</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. Cyber Liability Coverage Summary: with \$3,000,000 Annual Aggregate Limit of Liability for each Insured/Member for Information Security & Privacy Liability. Each Member of MPR will have a \$3,000,000 Limit Each

C. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

D. All insurance coverage must be written by companies that have an A.M. Best’s rating of “B+V” or better and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

E. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm’s failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days’ notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

EXHIBIT 5

Operation Green Light Location / Ownership Matrix

Component	Location	Purchased By	Owned By	Maintained By	Comments
Software/Firmware					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Genetec Video System	OGL TOC	MARC	MARC	MARC*	
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
Computer Hardware					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
Field Hardware					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extension of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL may own switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
Miscellaneous					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MARC	MARC	MARC*	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

* MARC maintained components to be maintained by joint-funded agreement

Exhibit 6

OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work, each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR MARC to collect traffic counts as needed.
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies.
- MARC will develop initial timing plans.
- MARC and the member agencies will;
 - Review the regional timing plans developed
 - Review any software models developed
 - Determine if any changes to initial timings need to be made to optimize the operation of the corridor



- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.

Providing Maintenance Timing Plans

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency-maintained traffic signals
- The member agency will develop timing plans for member agency-maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization, if necessary, by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

Incident Management

The member agency will inform MARC about construction and roadway closures to their knowledge in advance of work zones or construction that may require lane closures or require signal timing plan adjustments.

The OGL team monitors the freeways and arterials working closing with KC Scout to locate and respond to incidents that affect signal operations. Traffic signal changes will be initiated by the OGL team in response to incidents by modifying the plan mode of changing timing parameters that aid the movement of traffic.

When appropriate, the OGL team may command pre-developed and agreed to incident timing plans.

The OGL team will also take lead efforts to coordinate special event timing plans for various concerts, sporting events, and other special events.

Citizen Complaints

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.



Dispute Resolution

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, each member agency is responsible for the operation of the signals it owns and thus that agency has final say.

Emergency Provisions

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

Field Communication Operation and Maintenance

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies maintain their own communication infrastructure outside the MARC-owned equipment. MARC will provide technical support for the central system software.

Work inside the Traffic Controller Cabinet

When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.



Item Number: Applications/Presentations- A.-1.
Committee 1/17/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/10/2023
Submitted By: Katie Garcia
Committee/Department: Admin.
Title: **2022 Social Media Report – Katie Garcia (5 min)**
Item Type: Report

Recommendation:

Informational only. Katie Garcia to provide update.

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
2022 Social Media Report

Type
Cover Memo

2022 Marketing Report



Prepared by
KATIE GARCIA
GATHER MEDIA CO. FOUNDER

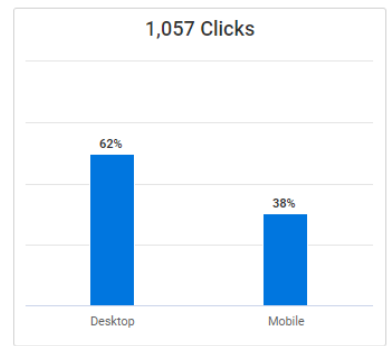
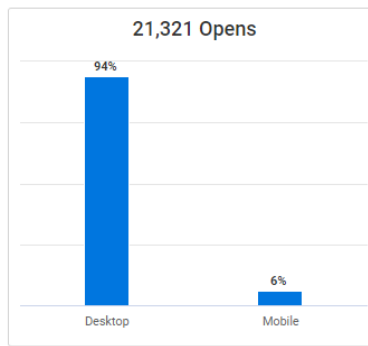
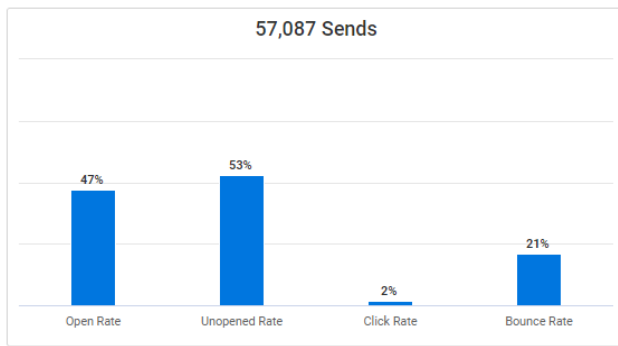
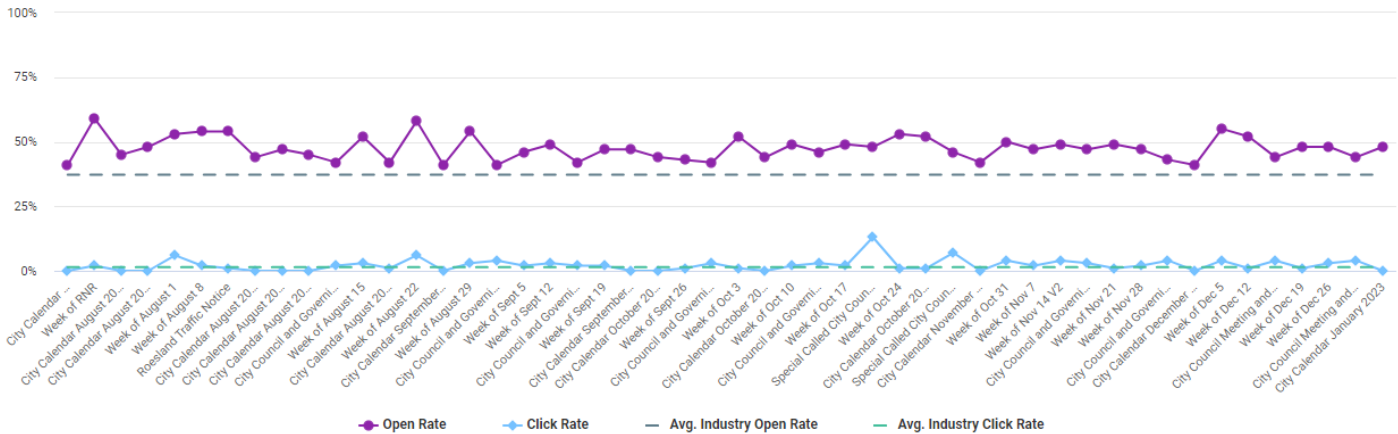
Reports

- Constant Contact Email Report
- Social Media Group Report
- Top Posts
- Social Media Competitor Report

2022 Major Focuses

- Community and Committee News
- Pool News
- COVID-19 News
- Art
- DEI News

Constant Contact Results: 2022

































Average Open Rate: 47%

Industry Average Open Rate: 37%

Average Click Through Rate: 2%

Industry Average Click Through Rate: 1%







Top Posts

<p> City of Roeland Park, KS Tue 6/7/2022 12:39 pm EDT</p> <p>Meet Anthony Marshall the new Superintendent of Parks and Recreation! Anthony is an RP resident and is excited ...</p>  <p>Engagement Rate (per Impression) 31%</p> <p>Impressions 758</p> <p>Engagements 235</p>	<p> City of Roeland Park, KS Thu 8/25/2022 3:30 pm EDT</p> <p>Beginning in January 2023, the City of Roeland Park - in partnership with Ripple Glass - will offer monthly curbside glass...</p>  <p>Engagement Rate (per Impression) 27.4%</p> <p>Impressions 2,260</p> <p>Engagements 619</p>	<p> City of Roeland Park, KS Mon 1/10/2022 1:04 pm EST</p> <p>UPDATE: Due to a line beginning before the distribution time, we have run out of test kits. We gave out our supply of 12 ki...</p>  <p>Engagement Rate (per Impression) 26.1%</p> <p>Impressions 2,891</p> <p>Engagements 754</p>	<p> City of Roeland Park, KS Mon 9/19/2022 1:04 pm EDT</p> <p>A message from the Roeland Park Police Department: A couple of weeks ago officers were dispatched to a call where ...</p>  <p>Engagement Rate (per Impression) 24.2%</p> <p>Impressions 1,157</p> <p>Engagements 280</p>	<p> City of Roeland Park, KS Thu 1/13/2022 11:53 am EST</p> <p>Last night, the City of Roeland Park City Council passed an ordinance, effective January 18th, 2022, requiring face...</p>  <p>Engagement Rate (per Impression) 24%</p> <p>Impressions 3,196</p> <p>Engagements 767</p>
<p> City of Roeland Park, KS Mon 11/28/2022 9:44 am EST</p> <p>Retired City of Roeland Park Neighborhood Services vehicle in good condition with low miles is up for auction...</p>  <p>Engagement Rate (per Impression) 24%</p> <p>Impressions 1,580</p> <p>Engagements 379</p>	<p> City of Roeland Park, KS Wed 9/21/2022 11:04 am EDT</p> <p>Say hello to Roeland Park's new heart sculpture created by Cindy Heller located at the corner of Roe Ave & Skyline Dr! Th...</p>  <p>Engagement Rate (per Impression) 22.9%</p> <p>Impressions 664</p> <p>Engagements 152</p>	<p> City of Roeland Park, KS Thu 6/9/2022 4:53 pm EDT</p> <p>Meet Dean Long the new Roeland Park Facility Maintenance Supervisor! Welcome to the team.</p>  <p>Engagement Rate (per Impression) 22%</p> <p>Impressions 332</p> <p>Engagements 73</p>	<p> City of Roeland Park, KS Tue 9/27/2022 1:14 pm EDT</p> <p>This fall the Roeland Park Community Center will begin construction on phase one of the facility redesign. As a result, a...</p>  <p>Engagement Rate (per Impression) 21.9%</p> <p>Impressions 904</p> <p>Engagements 198</p>	<p> City of Roeland Park, KS Fri 10/28/2022 10:43 am EDT</p> <p>REMINDER LEAF PICK-UP MAPS FOR THE FIRST WEEK October 31 - NOVEMBER 5. Get your leaves ready and behind your...</p>  <p>Engagement Rate (per Impression) 21.4%</p> <p>Impressions 963</p> <p>Engagements 206</p>
<p> City of Roeland Park, KS Wed 4/6/2022 3:43 pm EDT</p> <p>Local artist & Marine Veteran Joe Williams has created a series of sculptures to show solidarity with the Ukrainian people dur...</p>  <p>Engagement Rate (per Impression) 19.4%</p> <p>Impressions 1,621</p> <p>Engagements 315</p>	<p> City of Roeland Park, KS Tue 1/4/2022 4:07 pm EST</p> <p>UPDATE: Our current stock of COVID-19 at home tests have run out. We have another shipment scheduled to arrive in the next...</p>  <p>Engagement Rate (per Impression) 17.8%</p> <p>Impressions 3,745</p> <p>Engagements 668</p>	<p> City of Roeland Park, KS Mon 1/10/2022 11:49 am EST</p> <p>Check out this video from Diane Mora, Member of the Roeland Park Racial Equity Committee, as she gives details on the...</p>  <p>Engagement Rate (per Impression) 17.5%</p> <p>Impressions 605</p> <p>Engagements 106</p>	<p> City of Roeland Park, KS Thu 1/6/2022 11:05 am EST</p> <p>Check out this video from Haile Sims, Chair of the Roeland Park Racial Equity Committee, as he gives details on a...</p>  <p>Engagement Rate (per Impression) 17.5%</p> <p>Impressions 1,479</p> <p>Engagements 259</p>	<p> City of Roeland Park, KS Tue 9/6/2022 12:26 pm EDT</p> <p>Keep your eye out for these environmentally friendly neighborhood service vehicles making their rounds in...</p>  <p>Engagement Rate (per Impression) 17.4%</p> <p>Impressions 995</p> <p>Engagements 173</p>

Social Highlights

Profiles

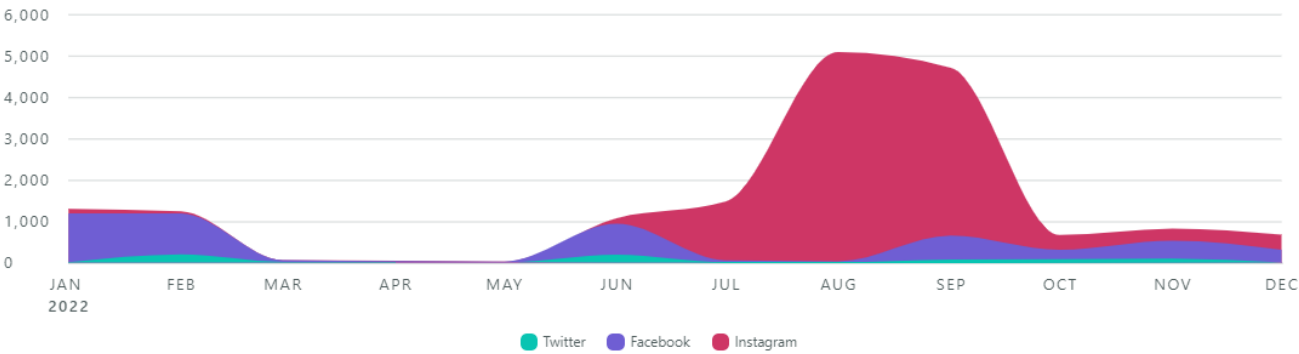
Review your aggregate profile and page metrics from the reporting period.

Profile	Audience	Net Audience Growth	Published Posts	Impressions	Engagements	Engagement Rate (per Impression)	Video Views
Reporting Period	5,293	586	923	501,099	30,546	6.1%	17,129
Jan 1, 2022 – Dec 31, 2022	↗ 13.8%	↗ 3.9%	↘ 16.2%	↘ 14%	↘ 35.6%	↘ 25.1%	↗ 56.6%
Compare to	4,652	564	1,102	582,695	47,400	8.1%	10,935
Jan 1, 2021 – Dec 31, 2021							
  @RoelandParkKS	2,009	60	359	104,184	3,030	2.9%	660
  City of Roeland Park, KS	2,649	196	341	358,043	25,963	7.3%	4,633
  roelandparkks	635	330	223	38,872	1,553	4%	11,836

Video Views

Review how your videos were viewed across networks during the reporting period.

Video Views, by Month



Video Views Metrics	Totals	% Change
Video Views	17,129	↗ 56.6%
Twitter Video Views	660	↘ 66.1%
Facebook Video Views	4,633	↘ 45.4%
Instagram Post Video Views	11,836	↗ 2,267.2%

Summary

Compare your profile performance to your competitors.

Audience Average	Public Engagements Average	Public Engagements per Post
<div><div>Your Average1,764.33</div><div>Competitor Average3,379.67</div></div>	<div><div>Your Average3,236.00</div><div>Competitor Average1,850.44</div></div>	<div><div>Your Average10.55</div><div>Competitor Average7.32</div></div>



Profile Performance

January 1, 2022 - December 31, 2022

Understand growth and health of your social profiles

Included in this Report

 @RoelandParkKS

 roelandparkks

 City of Roeland Park, KS

Performance Summary

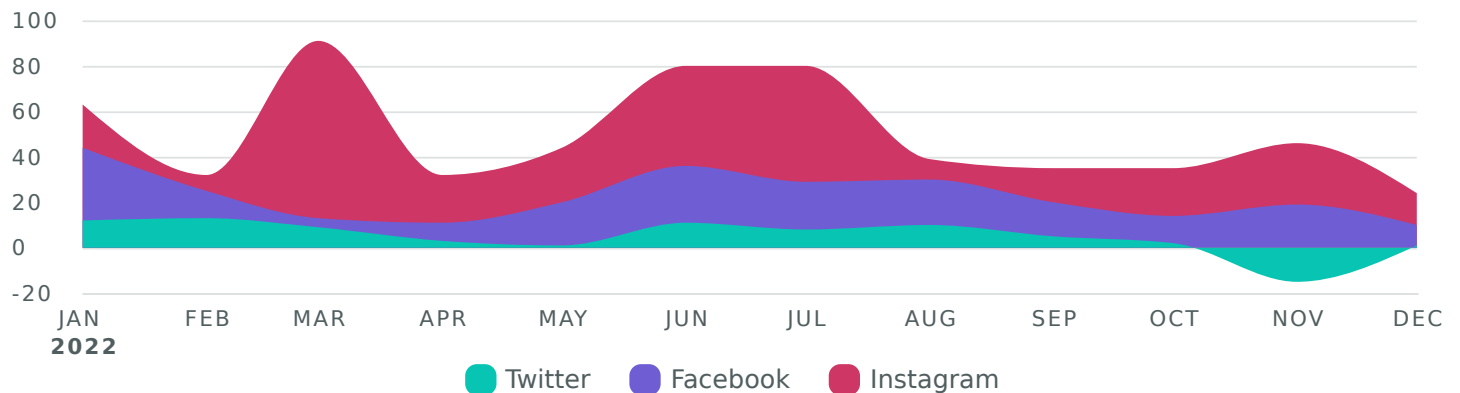
View your key profile performance metrics from the reporting period.

<div>Impressions</div> <div>501,099 ↘14%</div>	<div>Engagements</div> <div>30,546 ↘35.6%</div>	<div>Post Link Clicks</div> <div>2,935 ↘16%</div>
<div>Engagement Rate (per Impression)</div> <div>6.1% ↘25.1%</div>		

Audience Growth

See how your audience grew during the reporting period.

Net Audience Growth, by Month



Audience Metrics

Totals

% Change

Total Audience

5,293

↗13.8%

Total Net Audience Growth

586

↗3.9%

Twitter Net Follower Growth

60

↘29.4%

Facebook Net Page Likes

196

↘24.3%

Instagram Net Follower Growth

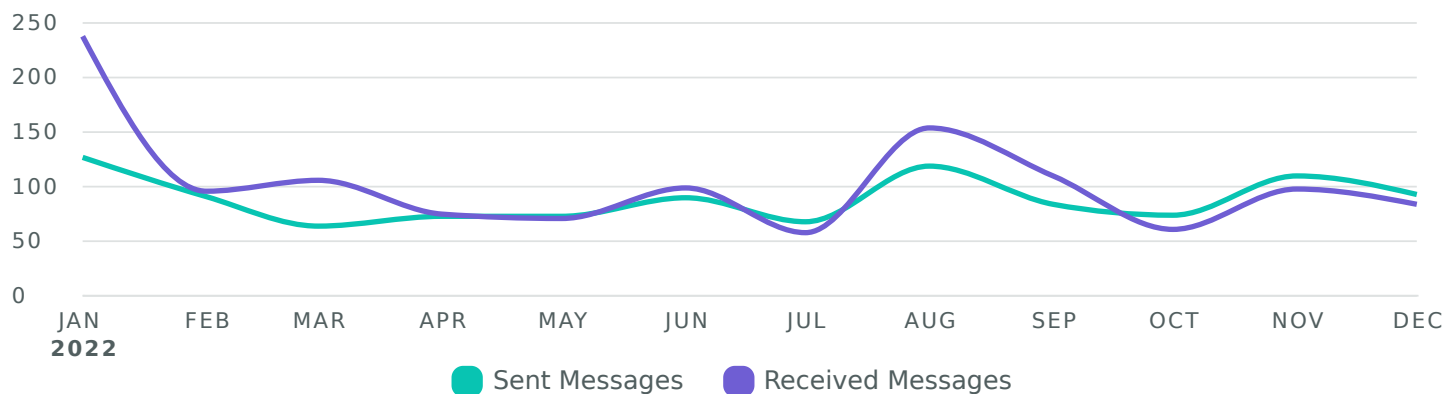
330

↗50%

Message Volume

Review the volume of sent and received messages across networks during the selected time period.

Messages per Month



Sent Messages Metrics

Totals

% Change

Total Sent Messages

1,054**↘18%**

Twitter Sent Messages

360

↘13.5%

Facebook Sent Messages

443

↘18%

Instagram Sent Messages

251

↘23.9%

Received Messages Metrics

Totals

% Change

Total Received Messages

1,238**↘17%**

Twitter Received Messages

547

↘13%

Facebook Received Messages

554

↘29.1%

Instagram Received Messages

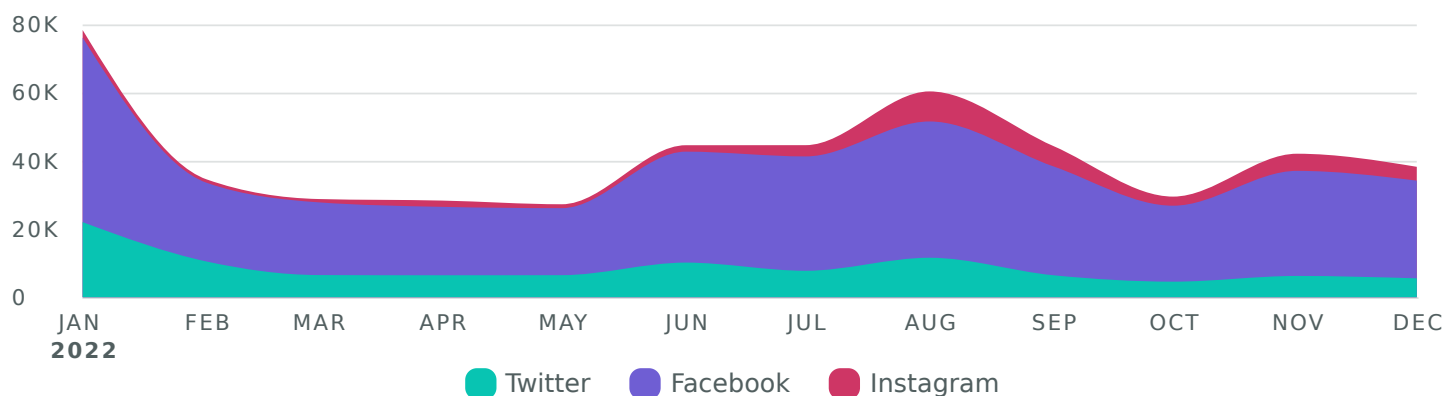
137

↗69.1%

Impressions

Review how your content was seen across networks during the reporting period.

Impressions, by Month



Impression Metrics

Totals

% Change

Total Impressions

501,099

↘14%

Twitter Impressions

104,184

↘27.8%

Facebook Impressions

358,043

↘15%

Instagram Impressions

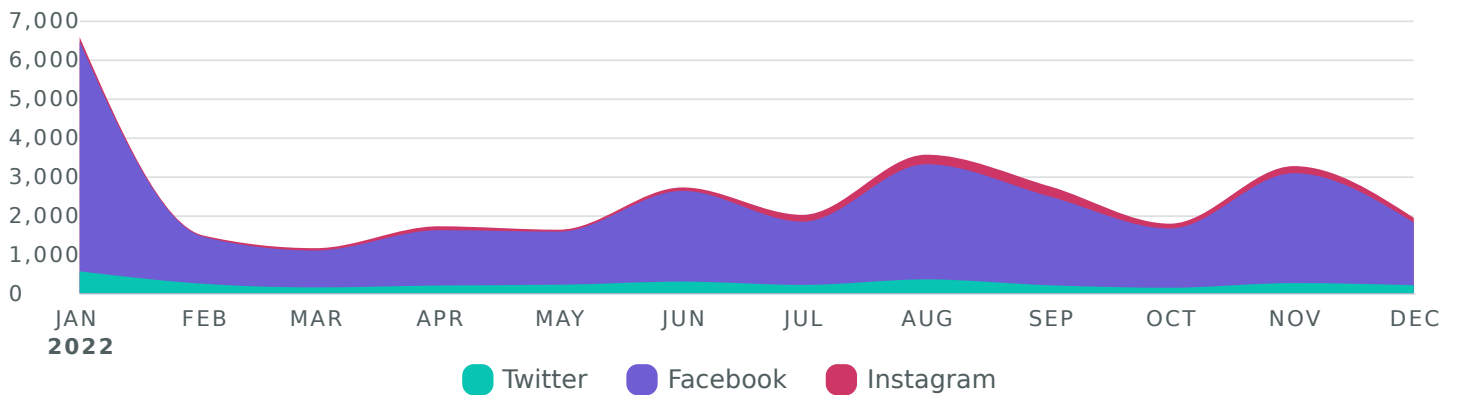
38,872

↗126.9%

Engagement

See how people are engaging with your posts during the reporting period.

Engagements, by Month



Engagement Metrics

Totals

% Change

Total Engagements

30,546**↘35.6%**

Twitter Engagements

3,030

↘37.7%

Facebook Engagements

25,963

↘37.5%

Instagram Engagements

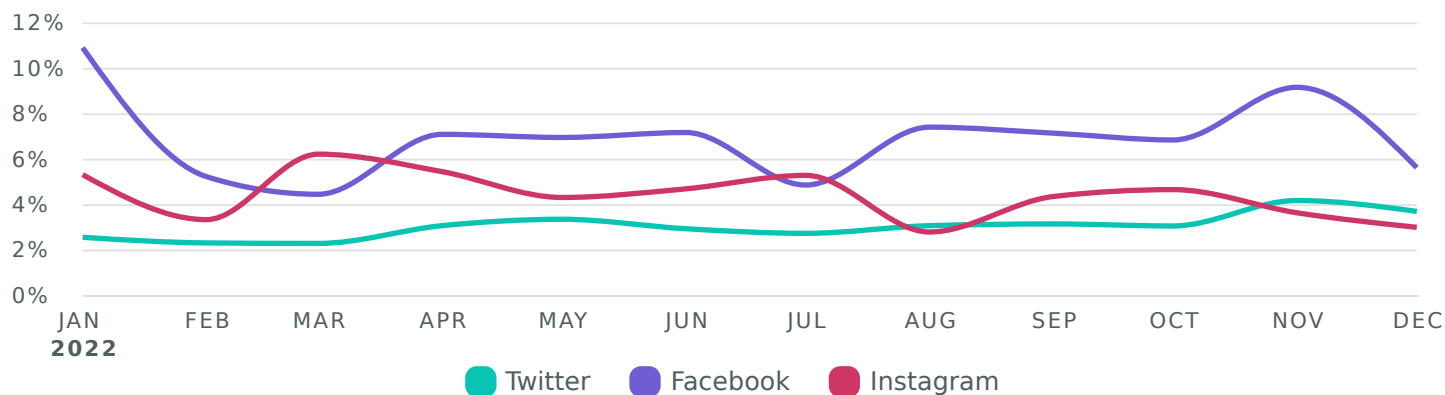
1,553

↗59.6%

Engagement Rate

See how engaged people are with your posts during the reporting period.

Engagement Rate (per Impression), by Month



Engagement Rate Metrics

Rate

% Change

Engagement Rate (per Impression)

6.1%

↘ **25.1%**

Twitter Engagement Rate

2.9%

↘ 13.6%

Facebook Engagement Rate

7.3%

↘ 26.5%

Instagram Engagement Rate

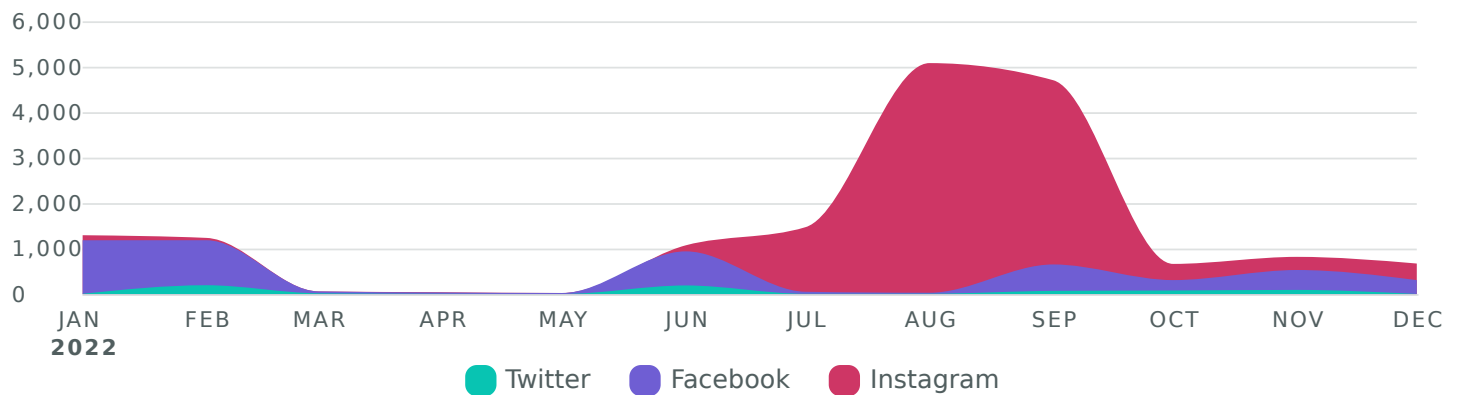
4.0%

↘ 29.7%

Video Views

Review how your videos were viewed across networks during the reporting period.

Video Views, by Month



Video Views Metrics

Totals

% Change

Video Views

17,129

↗56.6%

Twitter Video Views

660

↘66.1%

Facebook Video Views

4,633

↘45.4%







Instagram Post Video Views

11,836

↗2,267.2%

Profiles

Review your aggregate profile and page metrics from the reporting period.

Profile ▲	Audience	Net Audience Growth	Published Posts	Impressions	Engagements	Engagement Rate (per Impression)	Video Views
Reporting Period	5,293	586	923	501,099	30,546	6.1%	17,129
Jan 1, 2022 – Dec 31, 2022	↗ 13.8%	↗ 3.9%	↘ 16.2%	↘ 14%	↘ 35.6%	↘ 25.1%	↗ 56.6%
Compare to	4,652	564	1,102	582,695	47,400	8.1%	10,935
Jan 1, 2021 – Dec 31, 2021							
  @RoelandParkKS	2,009	60	359	104,184	3,030	2.9%	660
  City of Roeland Park, KS	2,649	196	341	358,043	25,963	7.3%	4,633
  roelandparkks	635	330	223	38,872	1,553	4%	11,836




Facebook Competitors

January 1, 2022 - December 31, 2022

Compare your profile to competitors to see how you stack up

Included in this Report

 City of Roeland Park, KS

 City of Merriam, KS - Government

 City of Prairie Village Government

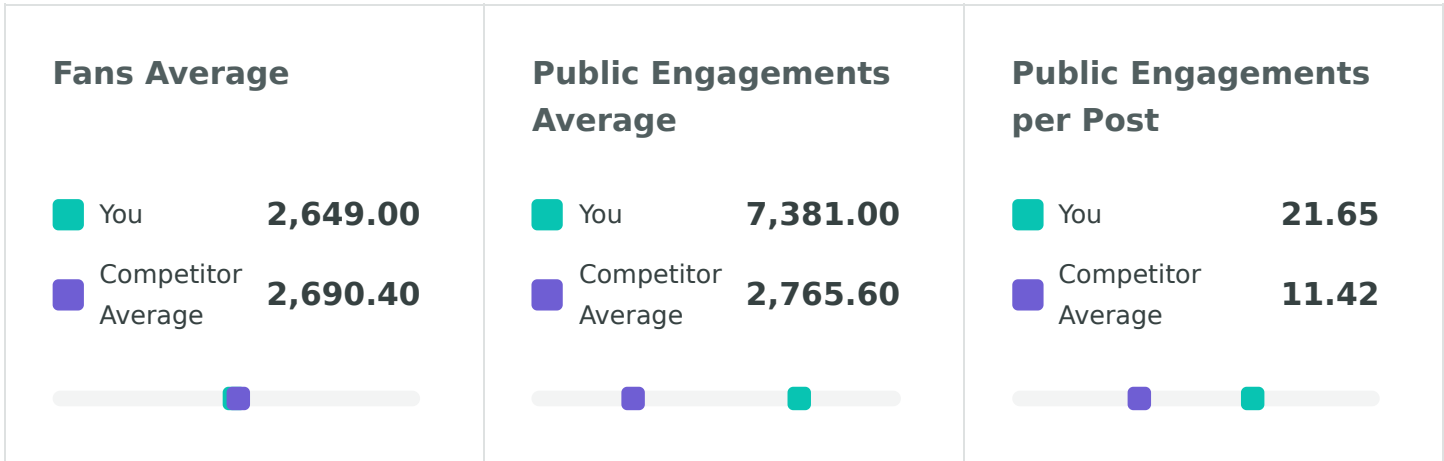
 City of Fairway, KS

 City of Mission, KS - Government

 City of Westwood Kansas - Government

Summary

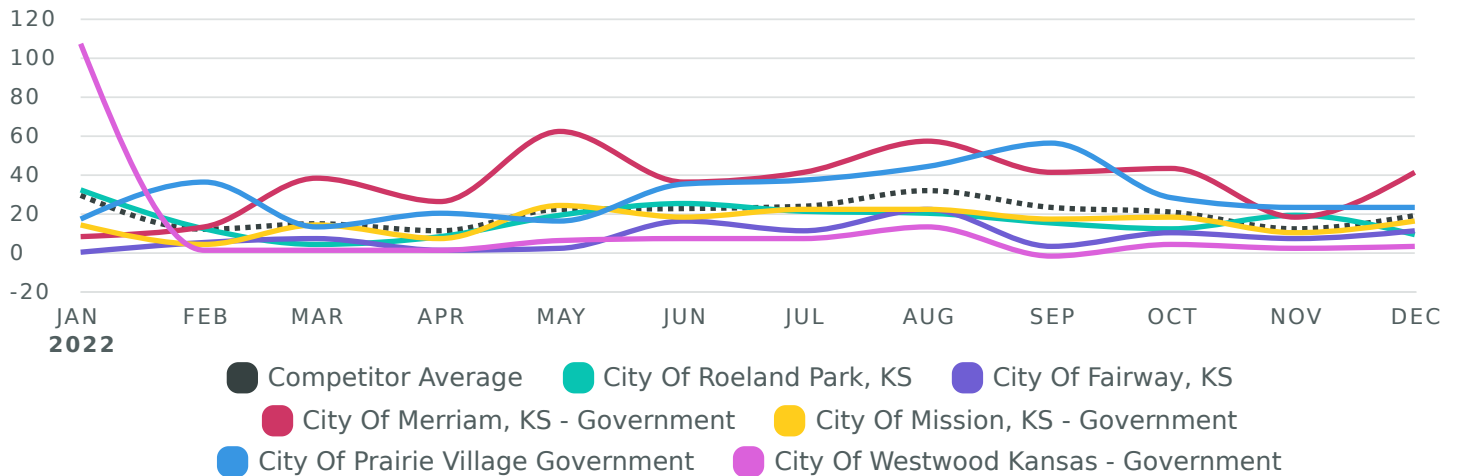
Compare your profile performance to your competitors.



Audience Growth

See how your audience grew compared to your competitors.

Net Fan Growth, by Day



Audience Metrics, by Page

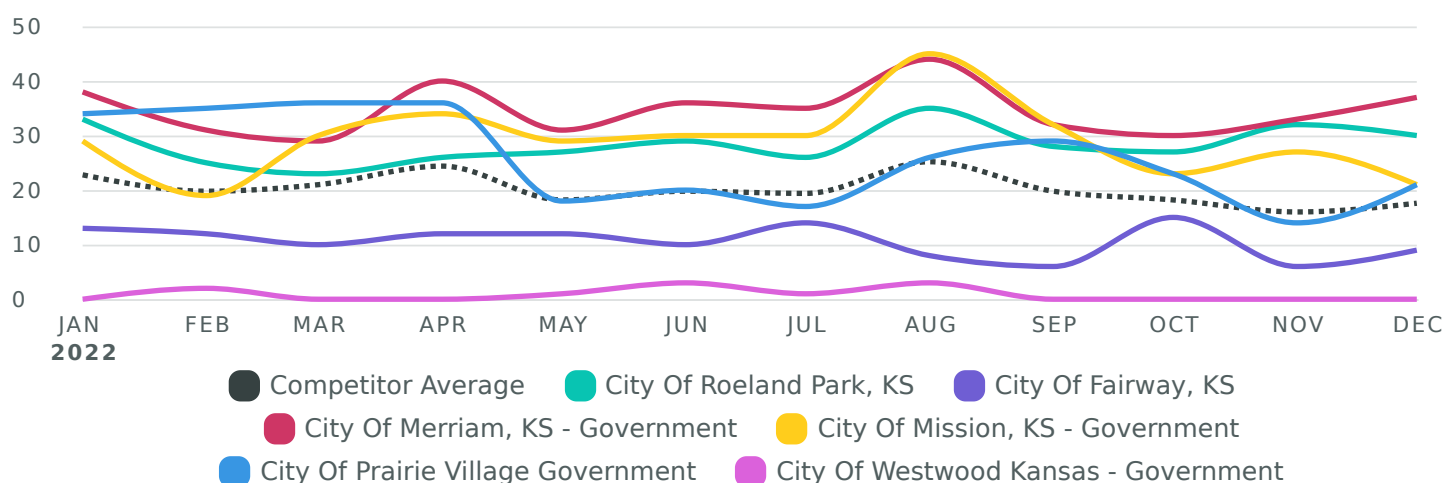
		Fans	Net Fan Growth	% Fan Growth
Your Average	<div><div></div></div>	2,649.00	196.00	7.99%
Competitor Average	<div><div></div></div>	2,690.40	240.60	9.82%
1 City of Merriam, ...	<div><div></div></div>	4,477	424	10.46%
2 City of Mission, K...	<div><div></div></div>	3,526	186	5.57%
3 City of Prairie Vill...	<div><div></div></div>	3,396	348	11.42%
4 City of Roeland...	<div><div></div></div>	2,649	196	7.99%
5 City of Fairway, KS	<div><div></div></div>	1,283	95	8.00%
6 City of Westwoo...	<div><div></div></div>	770	150	24.19%

Fans

Publishing Behavior

View the different types of posts you and your competitors published during the selected time period.

Published Posts, by Day



Published Posts, by Page

Totals







Published Posts, by Page			Totals
Your Average			341.00
Competitor Average			242.20
1 City of Merriam, ...			416
2 City of Mission, K...			349
3 City of Roeland...			341
4 City of Prairie Vill...			309
5 City of Fairway, KS			127
6 City of Westwoo...			10

Published Videos
 Published Photos
 Published Links
 Published Text

Top Posts

Review the top posts published during the selected time period, based on the message's lifetime performance.

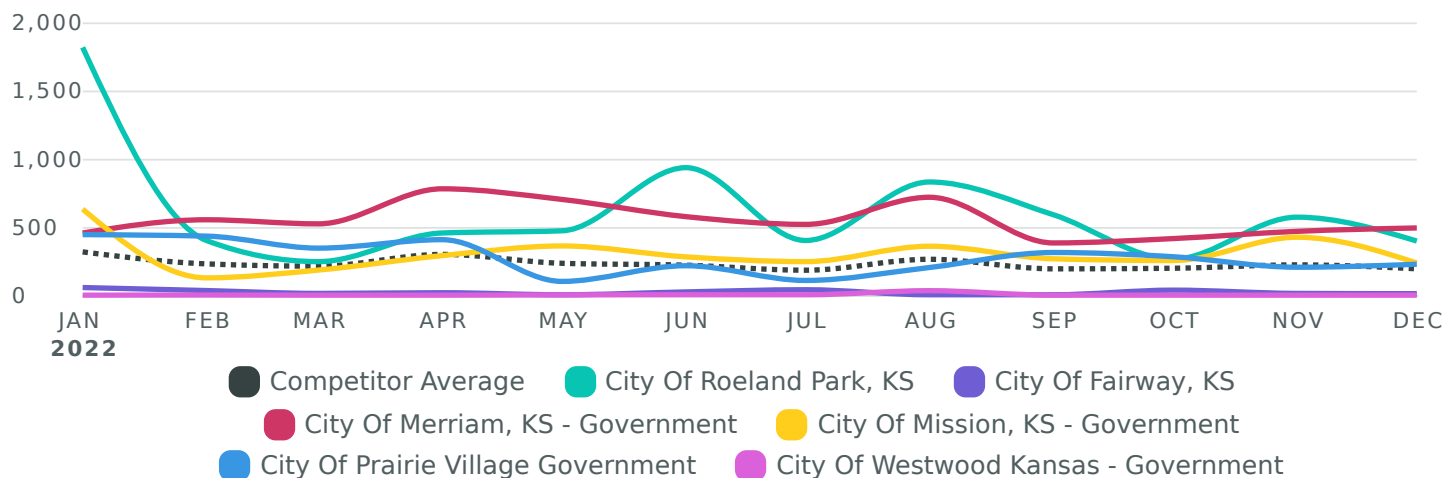
All Profiles By Lifetime Public Engagements

 City of Roeland... Wed 6/15/2022 11:53 a...	 City of Roeland... Thu 1/13/2022 11:53 a...	 City of Roeland... Thu 8/25/2022 3:30 pm ...
The Cities of Fairway, Roeland Park and Westwood are excited to announce the joi...	Last night, the City of Roeland Park City Council passed an ordinance, effective January...	Beginning in January 2023, the City of Roeland Park - in partnership with Ripple Glas...
		
Public Engagements 299	Public Engagements 284	Public Engagements 234
Reactions 242	Reactions 214	Reactions 171
Comments 33	Comments 62	Comments 54
Shares 24	Shares 8	Shares 9

Engagement

Evaluate how people are engaging with posts based on published date.

Lifetime Post Public Engagements, by Day



Lifetime Post Public Engagements, by Page

Totals

Your Average			7,381.00
Competitor Average			2,765.60
1	City of Roeland...	<div><div></div><div></div><div></div></div>	7,381
2	City of Merriam, ...	<div><div></div><div></div><div></div></div>	6,586
3	City of Mission, K...	<div><div></div><div></div><div></div></div>	3,661
4	City of Prairie Vill...	<div><div></div><div></div><div></div></div>	3,284
5	City of Fairway, KS	<div><div></div></div>	255
6	City of Westwoo...	<div><div></div></div>	42

Reactions Comments Shares

Pages

Review aggregate activity for pages and the posts published during the selected time period.

Page		Fans ▼	Net Fan Growth	Published Posts	Public Engagements	Public Engagements per Post	% Fan Growth
Your Pages Average		2,649.00	196.00	341.00	7,381.00	21.65	7.99%
Competitor Pages Average		2,690.40	240.60	242.20	2,765.60	11.42	9.82%
1	City of Merriam, ...	4,477	424	416	6,586	15.83	10.46%
2	City of Mission, K...	3,526	186	349	3,661	10.49	5.57%
3	City of Prairie Vill...	3,396	348	309	3,284	10.63	11.42%
4	City of Roeland...	2,649	196	341	7,381	21.65	7.99%
5	City of Fairway, KS	1,283	95	127	255	2.01	8.00%
6	City of Westwoo...	770	150	10	42	4.20	24.19%

Item Number: Applications/Presentations- A.-2.
Committee 1/17/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/10/2023
Submitted By: Deb Settle and Rebeca Galati
Committee/Department: Admin.
Title: **Report from Chamber of Commerce on Progress on Project RISE (10 mn)**
Item Type: Other

Recommendation:

Informational only. Rebecca Galati and Deb Settle to provide update.

Details:

As part of the \$100,000 ARPA allocation in the 2023 budget, the City is partnering with the NEJC Chamber of Commerce to fund Roeland Park specific business and recruitment efforts.

This is the first quarterly progress report on the initiative.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	Presentation	Cover Memo



Project RISE 1st Quarter Compliance Report

Rebecca Galati

January 17, 2023

Agenda



Introduction



Logo



Project
Launch



Timeline



Focus Areas



Strategic
Plan



Summary

Introduction

“The true start-up of a business is what happens before you start-up.”

Michael E. Gerber

Meet our team



Rebecca Galati

Picture It Consulting, LLC.
Owner/CEO



Deb Settle

NEJC Chamber of Commerce
President/CEO



Project RISE Logo

RECRUIT.

IDENTIFY.

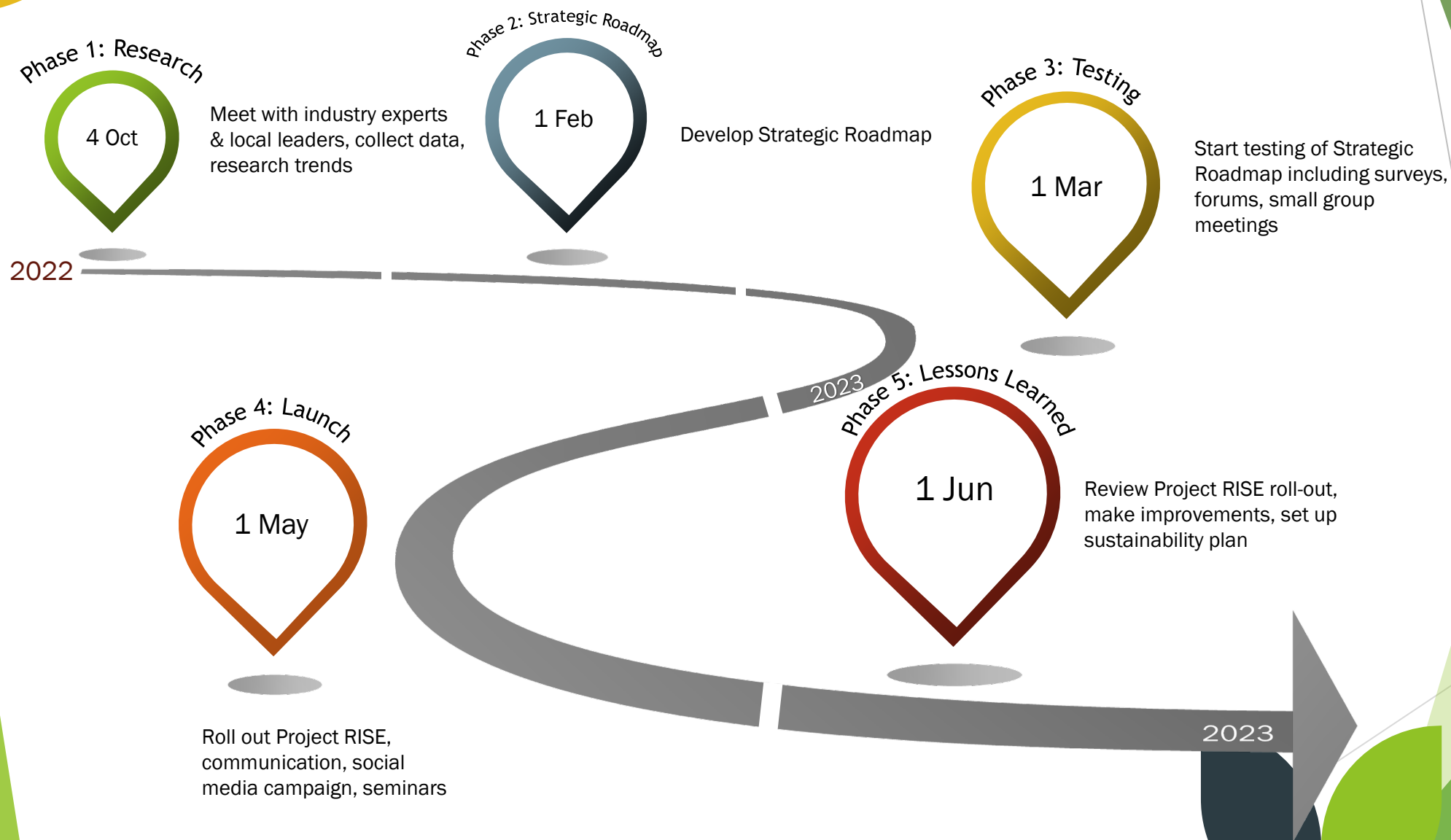
SUPPORT.

ENCOURAGE.

Plan for project launch



Timeline



Areas of focus



Develop a specific strategy to promote redevelopment and tenancing of identified underutilized and vacant commercial and residential sites



Develop and implement a City-specific small business retention toolkit



Develop and implement a City-specific diverse business owner's recruitment toolkit



Develop and foster relationships with commercial and retail development communities

Business breakdown

*Diversity-inclusion
interwoven into each
business sector and
process*

New Business

Focus on starting up a
new business

Funding resources

Networking opportunities

Mentor partnerships

Existing Business

Focus on maintaining
business/community
relationship

Business sustainability

Relocation within City
limits

Networking opportunities

Exit Business

Focus on exit strategies

Buy/Sell opportunities

Support to keep business
within City limits

How we get there

Simplify

Design workflow process to ease the small business experience

Map out the application process to identify improvements

Create Standard Operating Procedure (SOP) documents

Educate

Communicate across various mediums, relevant information to business owners (potential, new & existing)

Host seminars, forums & meeting opportunities

Empower business owners with readily available, easy to find materials

Partner

Identify organizations to boost small business support at each stage

Collaborate with Subject Matter Experts (SMEs)

Customer Experience Mapping - Example: Rezoning & Preliminary Plan Process



Options:

- ▶ Zoning & Plats
- ▶ Available locations
- ▶ City, State & Federal Regulatory & Statutory requirements & laws
 - ▶ Grants, tax savings & incentives
- ▶ Stats: housing, schools, crime, roads
- ▶ Financing opportunities
- ▶ List of small business friendly organizations:
 - ▶ Including but not limited to: banks, legal, insurance, HR organizations, PR agencies, staffing
- ▶ Small business friendly apps: mileage tracker, invoicing, logo creation
- ▶ Seminars & training

Toolkit



Become a Client

Get Started

Click the Get Started button for access to Kansas SBDC services

- **Signing up as a Client is FREE** and provides confidential Advising Services at no cost thanks to Federal, State & Local Funding partners.
- You will be asked to select your nearest SBDC Center so we connect you with experts for your location. For a list of Centers, [click here](#).
- At the end of the questionnaire, you'll be prompted to provide an electronic signature to finalize request. An SBDC advisor will then contact you for next steps. In the event that you have not heard back from an Advisor within 3 business days, please [contact](#) our 7 day per week assistance center.

We look forward to helping you!

Partnership example - SBDC



START a business

Starting a new business? Find out where to begin and how to achieve success.

READ MORE »



GROW your business

Looking to take your business to the next level? The JCCC Kansas SBDC can help you strategize for future growth.

READ MORE »



EXIT/BUY/SELL

Whether you want to buy a business or sell / exit your business and enjoy the proceeds, we can help.

READ MORE »

Become a Client

Pre-requisite: Be a for-profit business with your home address OR business address located in Johnson, Wyandotte, or Miami County in Kansas.

- Located in a different Kansas county? [Click Here](#) to find the closest Kansas SBDC location near you or contact our statewide *virtual* help center!
- For our neighbors in Missouri, the closest SBDC location is [UMKC](#).
- From another state entirely? [America's SBDC](#) network covers all 50 states and U.S. territories!
- Starting a non-profit? Due to our funding we are unable to work with starting a non-profit.

Step 1: Complete short assessment to become a client of our center



[CLICK HERE to Sign Up](#)

The signup is confidential and free of charge. It will take 10-15 minutes to complete, and gives us additional information about your business in order to match you to the best advisor for your needs!

Step 2:

If you are a startup or have been in business less than one year:

You will receive a follow-up email from ksbdc@jccc.edu with the below information:

*For those **not already in business**, you will be asked to complete one of the options below **before unlocking the free consulting resources** available to you. If you are an existing business (or have already completed one of the options below), this requirement does not apply.

- Attend [Business Basics – How to Start a Business](#) (offered every other month)
- If unable to attend our in-person class, you can enroll in [Business Basics On Demand](#)(self-paced, take anytime!)
- If unable to attend either of the above courses, a request for a business plan *draft* may be requested.

After completing one of these options, you will be assigned to an advisor.

Join us to Collaborate
Communicate and Connect

2023 JCCC Supplier Diversity Reverse Expo

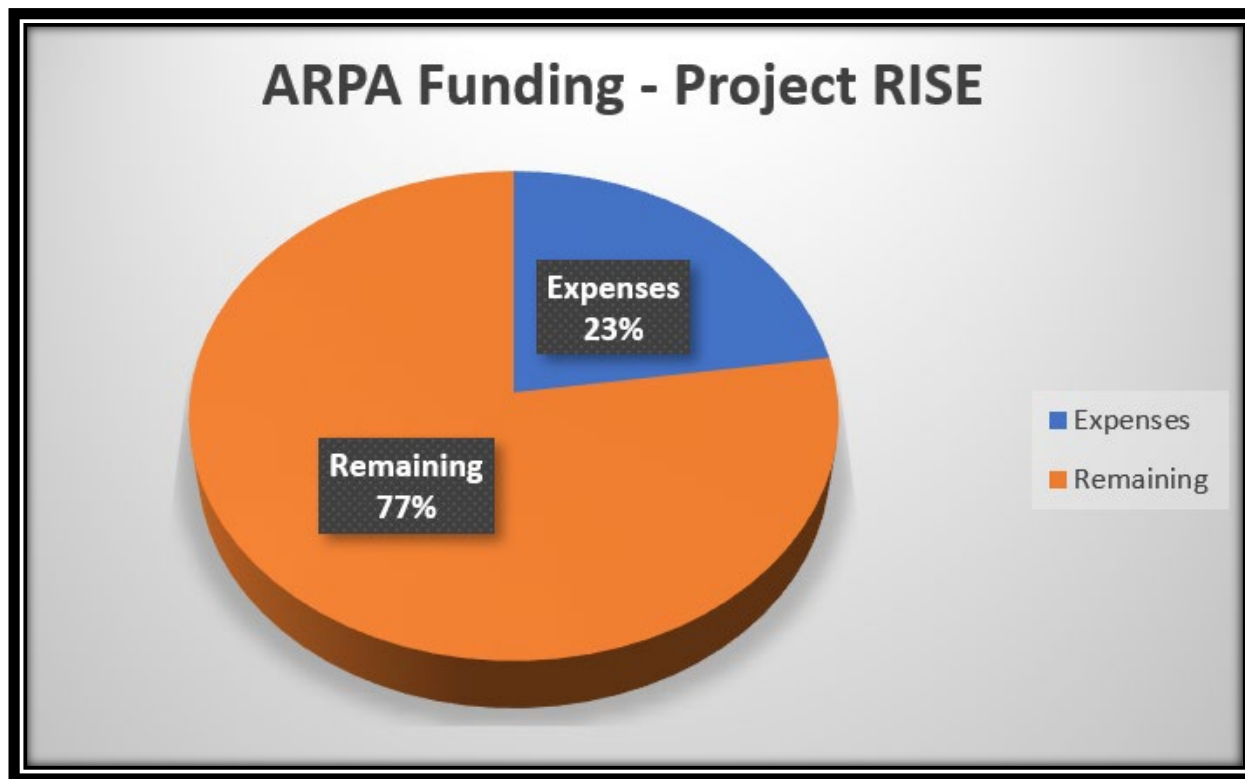
February 1, 2023
10:00am-2:00pm



JCCC Supplier Diversity Reverse Expo was created to assist diverse businesses getting connected with Federal agencies, State of Kansas, local Kansas county/municipal procurement, local educational institutions, local certifying entities, prime contractors and potential opportunities as well as provide our exhibitors leads for more diverse vendor pools.

View more at <https://jcccsbdc.com/supplierdiversity/>

Expense Report - 1st Quarter



Expense overview:

- Industry networking
- Research
- Consultant fee

Next Steps

Develop Strategic Roadmap



Thank you

Rebecca Galati

Rebecca.Galati@PictureItConsulting.com

Item Number: Mayor's Report- IV.-A.
Committee 1/17/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: EcoSquad Proclamation
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 EcoSquad Proclamation	Cover Memo



Proclamation

EcoSquad Recognition

Whereas, the EcoSquad was founded by a passionate group of best friends in Roeland Park with a mission to improve their community, and thus began organizing meetings, goals and plans, and officer elections; and

Whereas the EcoSquad has adopted Sweany Park as a beautification project; and

Whereas the EcoSquad hosted a successful bake sale to raise funds for the Park; and

Whereas the beautification initiative including planting and maintaining flowers in the Park's planter; painted rocks to seek, find, and re-hide; and creating a mailbox for neighbors to leave and find notes for one another; and

Whereas the EcoSquad continued their work by hosting another successful bake sale; and

Whereas the fundraising was donated to the Veterans Community Project, and members had the opportunity to tour the organization and present their donation; and

Whereas the commitment to community service and improvement exemplified by the members of the EcoSquad should be celebrated and recognized as an example to all.

Now, therefore, I, Michael Poppa, Mayor of the City of Roeland Park, Kansas, do hereby proclaim the sincerest congratulations and thanks to the members of the EcoSquad.

Done this 17th day of January, 2023.

MICHAEL POPPA
Mayor

Item Number: Mayor's Report- IV.-B.
Committee 1/17/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: Shen Yun Performing Arts Proclamation
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
Shen Yun Proclamation	Cover Memo



Proclamation

Shen Yun Performing Arts

Whereas, The Falun Dafa Association of Kansas City [FDAKC] is dedicated to the revitalization of 5,000 years of genuine Chinese culture; and

Whereas, the Falun Dafa Association Kansas City is devoted to promoting a higher standard of ethical and moral behavior; and

Whereas, the Falun Dafa Association is determined to preserve the very best of art, in all its forms; and

Whereas, in its endeavors to do all these, the Falun Dafa Association of Kansas City has brought Shen Yun Performing Arts to the Kansas City area nearly every year since 2008; and

Whereas, Shen Yun Performing Arts will perform at the Kauffman Center for the Performing Arts, January 25th, 26th, and 27th, 2023; and

Whereas, Shen Yun is comprised of a unique group of leading artists who share in a vision of cultural renewal; and

Whereas, through the universal language of dance and music, Shen Yun weaves stories of heavenly realms, ancient heroic legends and modern day epics; and

Whereas, evoking themes of virtue, compassion, and courage, Shen Yun leaves millions of viewers from all cultural backgrounds filled with joy, energy, hope and peace in prestigious venues such as the Kennedy Center, London's Royal Festival Hall, New York City's Lincoln Center and Ottawa's National Arts Center.

Now, therefore, I, Michael Poppa, Mayor of the City of Roeland Park, Kansas, do hereby congratulate

SHEN YUN PERFORMING ARTS

for bringing cultural enrichment to the community and its excellent performances on January 25th, 26th, and 27th, 2023.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Roeland Park to be affixed on this 17 day of January, 2023.

MICHAEL POPPA
Mayor

Item Number: New Business- VIII.-A.
Committee 1/17/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/10/2023
Submitted By: Mayor Poppa
Committee/Department: Admin.
Title: **Council Appointments to Standing Committees (10 min)**
Item Type: Other

Recommendation:

The committee opportunities below are annual council appointments.

Arts Advisory Committee - Jan Faidley
Community Engagement - Ben Dickens, Michael Rebne alternate
Parks Advisory Committee - Kate Raglow, Tom Madigan alternate
Sustainability Committee - Jen Hill
Aquatic Advisory Committee - Trisha Brauer, Tom Madigan
Racial Equity Committee - Kate Raglow, Ben Dickens alternate
Ad-Hoc Historical - Kate Raglow, Tom Madigan
MARC - Bike & Pedestrian - Jan Faidley
MARC - First Tier Suburbs - Jan Faidley

Details:

Arts Advisory Committee - 1 Council Person

Meetings are on the 1st Wednesday of the Month 6 pm at City Hall.

The Committee is tasked with providing recommendations to Council on public art.

Community Engagement Committee - 1 Council Person

Meetings are on the 3rd Thursday of the Month 6 pm at City Hall.

The Committee is tasked with providing planning for events and other activities to foster broad and inclusive participation of our residents and highlight city amenities.

Parks and Trees Advisory Committee - 1 Primary and 1 Alternate

Meetings are on the 3rd Wednesday of the Month 6 pm at City Hall.

The Committee is tasked with providing recommendations to Council on the maintenance and

operation of city parks and trees.

Sustainability Committee - 1 Council Person

Meetings are on the 1st Thursday of the month at 6 pm at City Hall.

The Committee is tasked with making recommendations intended to enhance the environmental sustainability of the City.

Aquatic Advisory Committee - 2 Council Persons

Meetings are on the 2nd Tuesday of the month at 6 pm at the Community Center. The Committee is tasked with providing recommendations on the operation of the Aquatic Center.

Racial Equity Committee - 1 Council Person

Meetings are on the 4th Tuesday of the Month 7 pm at City Hall.

The Committee is tasked with providing recommendations to Council.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: New Business- VIII.-B.
Committee 1/17/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/9/2023
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve 2023 CARS agreement with Johnson County for 53rd St (5 min)**
Item Type: Agreement

Recommendation:

Approve CARS agreement for 53rd Street from Mission Road to Chadwick Street

Details:

Attached is the agreement with Johnson County for the 2023 CARS project: 53rd St from Mission Road to Chadwick St. In order to receive the CARS funds allocated to this project JOCO requires the recipient to execute this standard agreement. We do this for each project supported by CARS funds. The amount of CARS funding reflected in the agreement is consistent with the amount requested in our 2022 CARS funding request.

This project entails spot sidewalk and curb repairs, as well as mill & overlay of the street.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 CARS Agreement for 53rd St	Cover Memo

**Agreement among Johnson County, Kansas,
the City of Fairway, Kansas, and
the City of Roeland Park, Kansas, for the Public Improvement of
53rd Street from Mission Road to Chadwick Street
(320001374)**

THIS AGREEMENT, made and entered into this _____ day of _____, 202_, by and among the Board of County Commissioners of Johnson County, Kansas ("Board"), the City of Fairway, Kansas ("Fairway"), and the City of Roeland Park, Kansas ("Roeland Park"). Fairway and Roeland Park are collectively referred to as the "Cities".

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to 53rd Street from Mission Road to Chadwick Street (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of Fairway did approve and authorize its Mayor to execute this Agreement by official vote of said body on the 11th day of November, 2022.

WHEREAS, the governing body of Roeland Park did approve and authorize its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 202_.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe, and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**

- a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement is Two Hundred Seventy Three Thousand Three Hundred Dollars (\$273,300).
- b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.
- c. The Project Costs shall be allocated between the parties as follows:
 - i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed One Hundred Three Thousand Dollars (\$103,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the Cities may be reimbursed through any source other than the general residents or taxpayers of the Cities. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:
 - 1. Land acquisition, right-of-way acquisition, or utility relocation;
 - 2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The Cities shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be

construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.

- b. The Cities shall pay their portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing bodies of the Cities.

4. **Administration of Project.** The Project shall be administered by Fairway acting by and through its designated representative who shall be the Cities' public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the necessary costs and expenses of the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Public Works Director for review prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City of Fairway. If the Project is located in more than one city, then the Project Administrator shall be responsible for determining proper publication. In the solicitation of bids, the appropriate combination of best bids shall be determined by the Project Administrator.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses, in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether

the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas (“Finance Director”), cause payment to be made to the Project Administrator of the Board's portion of the Project Costs within thirty (30) days after receipt of such statement or payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all costs and expenses incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the Cities shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. Each City shall be responsible for the acquisition of any real property, together with improvements thereon, located within such City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. hereinbelow. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The Project Administrator shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to one or both of the Cities' breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that has breached the Agreement that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the Cities have not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the Cities and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the Cities shall cause sufficient copies of this Agreement to be executed to provide each party hereto with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

**Board of County Commissioners of
Johnson County, Kansas**

Ed Eilert, Chairman

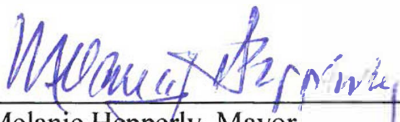
Attest:

Lynda Sader
Deputy County Clerk

Approved as to form:

Robert A. Ford
Assistant County Counselor

City of Fairway, Kansas



Melanie Hepperly, Mayor

Attest:



City Clerk

Approved as to form:



City Attorney

City of Roeland Park, Kansas

Mike Kelly, Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Item Number: New Business- VIII.-C.
Committee 1/17/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/9/2023
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Task Order with Lamp Ryneerson for 2023 Surface Treatment Program Design and Inspection (5 min)**
Item Type: Discussion

Recommendation:

Approve Task Order for 2023 Contracted Surface Treatment Program with Lamp Ryneerson not to exceed \$14,000.

Details:

Attached is a task order for Lamp Ryneerson to provide bidding and inspection services for the 2023 Contracted Surface Treatment Program (UBAS). Staff utilized a contractor to prep streets in 2022 for surface treatment in 2023 as part of our yearly maintenance program. The streets in the attached map will receive a UBAS surface treatment in 2023 under the bid package Larkin will develop and administer as part of this task order.

We do not have any chip seal street prospects for 2023, just UBAS streets.

Staff works to complete base repairs and prepare 10%-12% of the street network each year with surface treatments planned for those streets the following year. Our goal is to provide surface treatment to each street every 8-10 years.

Financial Impact

Amount of Request: \$14,000	
Budgeted Item?	Budgeted Amount: Included in Annual Contracted Street Maintenance Line-Item Budget
Line Item Code/Description: 5421.300- Street Maintenance	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	2023 Street Maintenance Task Order	Cover Memo
	2023 UBAS Map	Cover Memo

City of Roeland Park – 2023 Street Maintenance-UBAS

Contract: 2023 Street Maintenance-UBAS

Ordinance or Resolution:

Task Agreement No: 22-8

Funding Amount: \$14,000.00

Purchase Order No:

Project Title: 2023 Street Maintenance-UBAS

Contractor/Consultant:
Larkin Lamp Rynearson
9001 State Line Road, Suite 200
Kansas City, MO 64114

Division Manager:
Civil Design Group
Daniel G. Miller, P.E. – Civil Design Group Leader

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): None

PROJECT Scope (can be in the form of an attachment):

- UBAS Street Maintenance Project: Contract Documents including a project manual with a map of the project location, Bidding services including a bid recommendation, Construction Administration and Observation Fees. Services will be provided for an hourly rate not to exceed \$14,000.00, including direct expenses. See attachment.

Staff Signatures

Mayor:

Mike Kelly

City Administrator:

Keith Moody

Signature: _____

Date: _____

Signature: _____

Date: _____

Partner Signatures

Division Manager:

Daniel G. Miller, P.E.

Signature: _____

Date: _____

Company Principal (if different):

Tony O'Malley, P.E.

Signature: _____

Date: _____

Project Type: Design ☒ Construction ☒ Property Acquisition _____ Conceptual/Problem Solving _____ Surveying _____

Project Discipline(s): Transportation ☒ Planning _____ Water _____ Wastewater _____ Stormwater _____

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and Lamp Rynearson (Professional), **dated 11/2/2020.**

Attach scope of work, budget, and other supporting material

PROJECT TITLE 2023 Street Maintenance Project - UBAS
 LOCATION Roeland Park, Kansas
 DATE 11/8/2022

PROJECT #
 BY Greg Van Patten

Classification:	Civil Design	Project	Project	Project	Construction	Admin		
	Group Leader	Manger	Engineer	Designer	Observer	Asst.		
Associate:	Miller	Van Patten	Schleicher	McMurry	Bruemmer	Nichols	Subtotal of	Subtotal of Fee
Hourly Rate:	\$252.00	\$141.00	\$138.00	\$131.00	\$108.00	\$104.00	Hrs per Item	per Item

2023 UBAS Street Maintenance Project

Contract Documents

Project Extent Exhibit, Quantities		6	2				8	\$1,122.00
Project Manual	1	6				6	13	\$1,722.00
Specifications	1	3				4	8	\$1,091.00
Cost Estimate		2					2	\$282.00
Bidding		3				2	5	\$631.00
Bid Evaluation and Recommendation		2					2	\$282.00
Contract Documents for Execution		2				2	4	\$490.00

Subtotal of Hours per Associate	2	24	2	0	0	14	42	
---------------------------------	---	----	---	---	---	----	----	--

Subtotal of Fee per Associate	\$504.00	\$3,384.00	\$276.00	\$0.00	\$0.00	\$1,456.00		
-------------------------------	----------	------------	----------	--------	--------	------------	--	--

Labor Fee								\$5,620.00
-----------	--	--	--	--	--	--	--	------------

Reimbursables	5%							\$281.00
---------------	----	--	--	--	--	--	--	----------

Contingency	5%							\$281.00
-------------	----	--	--	--	--	--	--	----------

Subtotal of Engineering Services \$6,182.00

Construction Administration

Attend/ Prep Preconstruction Meeting	2	2			2		6	\$1,002.00
Shop Drawing Review/ Submittals	1	2					3	\$534.00
Field Visits		4					4	\$564.00
Construction Issues /Pay Estimate	1	3			1		5	\$783.00

Subtotal of Hours per Associate	4	11	0	0	3	0	18	
---------------------------------	---	----	---	---	---	---	----	--

Subtotal of Fee per Associate	\$1,008.00	\$1,551.00	\$0.00	\$0.00	\$324.00	\$0.00		
-------------------------------	------------	------------	--------	--------	----------	--------	--	--

Labor Fee								\$2,883.00
-----------	--	--	--	--	--	--	--	------------

Reimbursables	5%							\$144.15
---------------	----	--	--	--	--	--	--	----------

Contingency	5%							\$144.15
-------------	----	--	--	--	--	--	--	----------

Subtotal of Engineering Services \$3,171.30

Construction Observation

Construction Observation								\$0.00
--------------------------	--	--	--	--	--	--	--	--------

Part Time, 20 Hours / Week / 10 Day Construction					40		40	\$4,320.00
--	--	--	--	--	----	--	----	------------

Subtotal of Hours per Associate	0	0	0	0	40	0	40	
---------------------------------	---	---	---	---	----	---	----	--

Subtotal of Fee per Associate	\$0.00	\$0.00	\$0.00	\$0.00	\$4,320.00	\$0.00		
-------------------------------	--------	--------	--------	--------	------------	--------	--	--

Labor Fee								\$4,320.00
-----------	--	--	--	--	--	--	--	------------

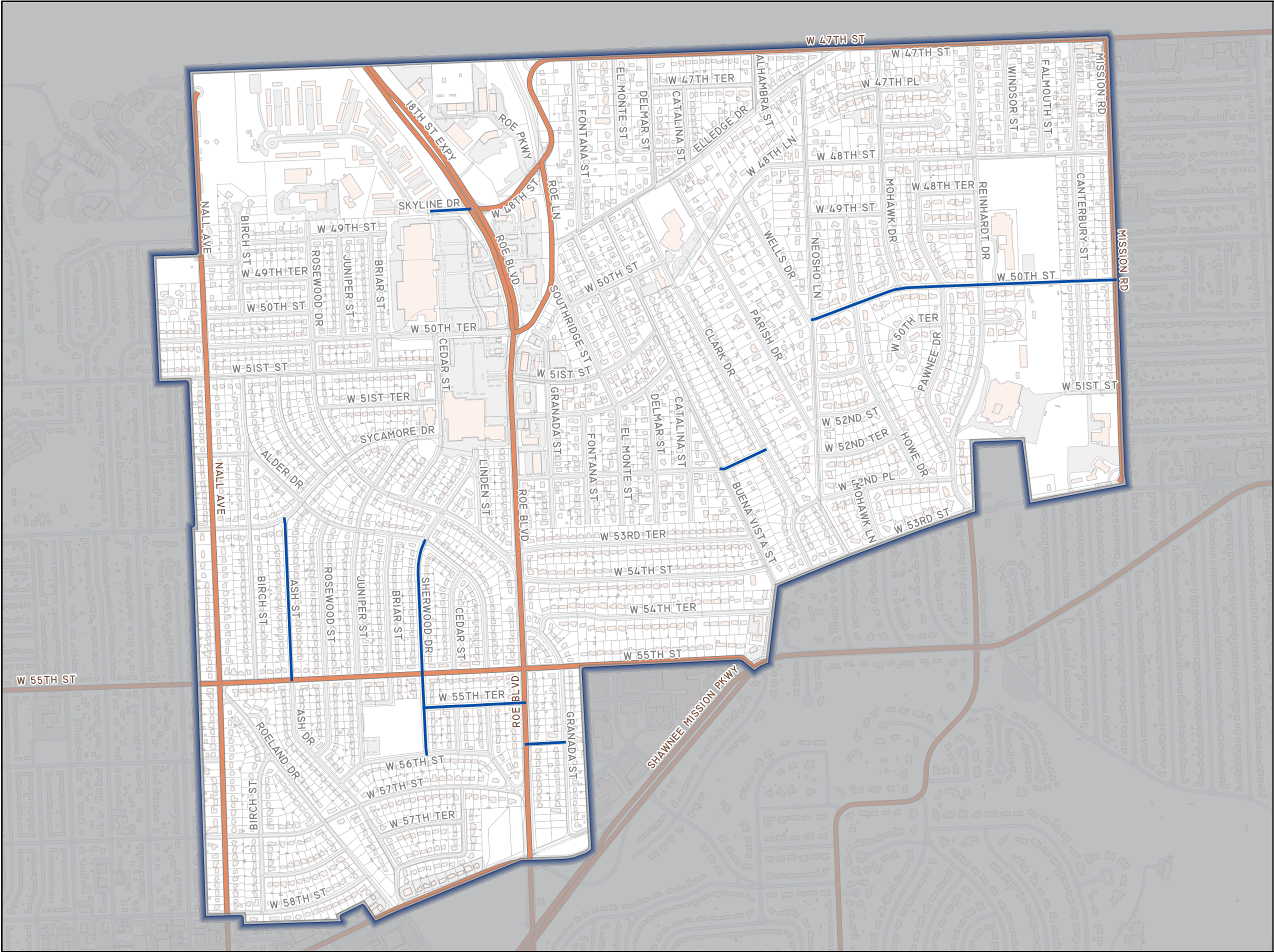
Reimbursables	0.575/mi							\$172.50
---------------	----------	--	--	--	--	--	--	----------

Contingency	0%							\$0.00
-------------	----	--	--	--	--	--	--	--------

Subtotal of Construction Administration \$4,492.50

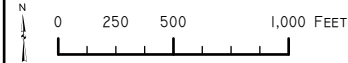
Project Fee Summary

2023 UBAS Street Maintenance Project	
Contract Documents, Bidding, Construction Administration and Observation Fees	\$13,845.80



LEGEND

- CITY LIMITS
- BUILDING
- PROPERTY
- RP_LIMITS
- UBAS_PROJECT_2023



ROELAND PARK 2023 UBAS PROJECT



Item Number: New Business- VIII.-D.
Committee 1/17/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/10/2023
Submitted By: Mayor Poppa
Committee/Department: Admin.
Title: **Appoint Megan Reavis to the Sustainability Committee and Tim Ross to the Arts Committee (5 min)**
Item Type: Other

Recommendation:

To appoint Megan Reavis to the Sustainability Committee and Tim Ross to the Arts Committee.

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description

Type

- 📁 Megan Reavis
- 📁 Tim Ross

- Cover Memo
- Cover Memo

Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com <noreply@civicplus.com>

Thu 10/6/2022 5:16 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Erin Winn <EWinn@roelandpark.org>

Committee Volunteer Form

Date	10/6/2022
First Name	Megan
Last Name	Reavis
Address	5628 Birch Street
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Dairy Farmers of America
How long have you been a resident of Roeland Park?	7 months
How much time do you have to devote per month?	a few hours a month or so
Board & Committee Interest	I have always been interested in sustainability, and now I get to work in sustainability at DFA. My job focuses mainly on corporate sustainability, but I am also interested in city sustainability, which I know is a bit different. Sustainability encompasses more than just the environment or greenhouse gas emissions, which is what people typically think when they hear the word, but it really is so much more, from social justice to healthy communities to balanced ecosystems. I would love to learn more about what sustainability means to Roeland Park and assist in any way that I can to create a healthy, lasting community.
Select a Board or Committee	Sustainability
Are you a high school student between the ages of 14 and 18?	No

Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com <noreply@civicplus.com>

Wed 12/7/2022 3:48 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Erin Winn <EWinn@roelandpark.org>

Committee Volunteer Form

Date	12/7/2022
First Name	TIMOTHY
Last Name	ROSS
Address	5101 Parish Dr
City	Roeland Park
State	Kansas
Zip	66205
Email	
Phone	
Place of Employment	GBA
How long have you been a resident of Roeland Park?	40 years
How much time do you have to devote per month?	4-8 hours?
Board & Committee Interest	Arts
Select a Board or Committee	Arts
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	I will be available beginning in January 2023.
Resume	Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Item Number: **Ordinances and Resolutions:- IX.-**
 A.
Committee **1/17/2023**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/13/2022
Submitted By: John Jacobson
Committee/Department: Neighborhood Services
Title: **Ordinance 1039 Amending Zoning District Boundaries-**
 Medwise (10min)
Item Type: Ordinance

Recommendation:

Staff recommends approval of Ordinance 1039 which amends the zoning district boundaries in the City Code to reflect the rezoning of the site from Single Family Residential and Retail Business to CP-2 Planned General Business as recommended by the Planning Commission on 12/20/22.

The Preliminary Development Plan which is required to accompany a rezoning request was recommended for approval by the Planning Commission on 12/20/22.

Details:

This area was designated as "Mixed Use Commercial" in the Future Land Use map for the area. This is a carry over from the 47th Street Overlay District visioning document formed over a decade ago. The site is bordered on three sides by adjoining roadways. Mission Rd and 48th Street are both collector streets and the intersection is home to intense commercial uses, however this site is adjacent to existing single family uses. For this reason, staff believes a planned general business district is a more appropriate designation for the site, because the "planned" designation requires a proposed use to complete the Preliminary and Final Development Plan process which affords the City greater latitude when considering if a proposed use/development is compatible with surrounding lands uses. The site as it exists is also small for a mixed-use concept, which would generally have multiple stories, there isn't sufficient room to accommodate the parking and buildings associated with a mixed-use approach.

This action is being requested to facilitate the construction of an Urgent Care Clinic on the tract. The development area currently consists of three separate parcels, one of which is currently zoned single family residential. The developer will be required to plat the parcels into a single lot before

construction.

Financial Impact


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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Ordinance 1039 Rezoning District - Medwise Site	Cover Memo
 Medwise Overview	Cover Memo
 Medwise Presentation 12-20-22	Cover Memo

CITY OF ROELAND PARK, KANSAS

ORDINANCE NO. 1039

AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE CITY OF ROELAND PARK FROM SINGLE FAMILY AND GENERAL BUSINESS DISTRICTS, TO CP-2 PLANNED GENERAL BUSINESS DISTRICT; ORDERING THE OFFICIAL ZONING MAP TO BE AMENDED TO REFLECT SUCH REZONING; AND AMENDING AND REPEALING EXISTING SECTION 16-403 OF THE MUNICIPAL CODE OF THE CITY OF ROELAND PARK, KANSAS TO REINCORPORATE THE OFFICIAL ZONING MAP AS AMENDED.

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

SECTION 1. The rezoning application and preliminary development plan for the property located at the southwest corner of 47th Street and Mission Road is hereby approved as submitted to the Planning Commission on December 20, 2022. A final Development Plan must be submitted for final approval, and the following described property is hereby rezoned from Single Family Residential and General Business to CP-2 Planned General Business District:

All that part of the tracts of land as described, together with all adjoining rights of way described as follows:

LEGAL DESCRIPTIONS:

TRACT 1:

LOT 2, SHAWNEE PLACE, A SUBDIVISION IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT FILED IN PLAT BOOK 3, PAGE 15.

TRACT 2:

LOT 44, SHAWNEE PLACE, A SUBDIVISION IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS AND ALL THAT PART OF THE SOUTHERLY HALF OF THE FORMER RIGHT-OF-WAY OF THE MISSOURI AND KANSAS RAILROAD COMPANY WHICH LIES ADJACENT AND AT RIGHT ANGLES TO THE NORTHWESTERLY LINE OF SAID LOT 44, ACCORDING TO THE RECORDED PLAT FILED IN PLAT BOOK 3, PAGE 15.

TRACT 3:

LOT 45, SHAWNEE PLACE, AND ALL OF LOT 1, SHAWNEE PLACE, AND ALL THAT PART OF THE FORMER MISSOURI AND KANSAS INTERURBAN RAILWAY COMPANY RIGHT OF WAY LYING SOUTHEASTERLY OF ITS CENTER LINE AND BETWEEN THE WESTERLY PROLONGATION OF THE NORTH AND SOUTH LINES OF LOT 1, SHAWNEE PLACE, A SUBDIVISION IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS SUBJECT TO THAT PART IN STREET, ACCORDING TO THE RECORDED PLAT FILED IN PLAT BOOK 3, PAGE 15.

SECTION 2. The rezoning approved in Section 1 shall be subject to compliance with the following conditions:

A. A Final Development Plan must be submitted and approved by City Council

There shall be an area reserved at the site for fulfilling the one percent (1 %) for art requirement found in City Resolution No. 601, with the Arts Advisory Committee providing direction on the final design for this area.

B. Facility signage shall be limited to wall signs on the face of the buildings, with no additional monument signs.

C. Noise from the site shall not exceed sixty decibels (60 dBA) at the property line.

D. Any revisions to the preliminary or final development plan which constitute "substantial or significant changes" to the approved plan within the meaning of Section 16-324 of the Code of the City of Roeland Park, Kansas, and amendments thereto, shall be subject to an additional consideration process by the Planning Commission and City Council.

SECTION 3. It is hereby ordered that the Official Zoning Map, as incorporated by reference in Section 16-403 of the Code of the City of Roeland Park, Kansas, be amended to reflect this rezoning.

SECTION 4. Existing Section 16-403 of the Code of the City of Roeland Park, Kansas, is repealed and is hereby amended and readopted to read as follows:

“16-403. OFFICIAL ZONING MAP. The boundaries of the zoning districts enumerated in Section 16-402 shall be shown on a map officially designated as the Official Map, which map is reincorporated by reference as amended.”

SECTION 5. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by a majority of the Governing Body the City of Roeland Park, Kansas this 17th day of January 2023

APPROVED by the Mayor

Michael Poppa, Mayor

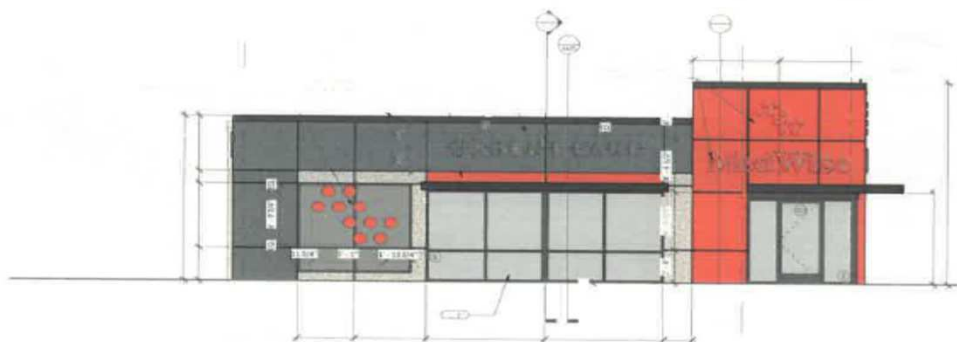
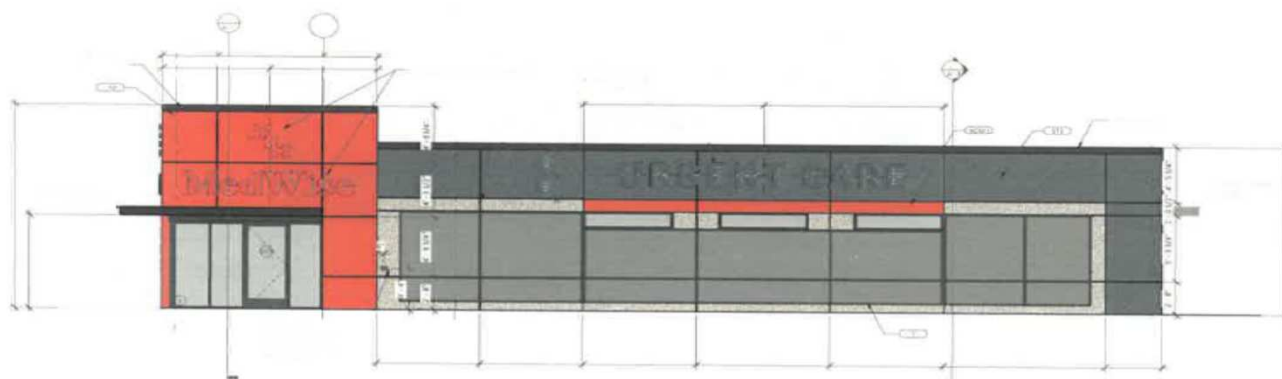
ATTEST:

Kelley Neilsen, City Clerk

APPROVED AS TO FORM:

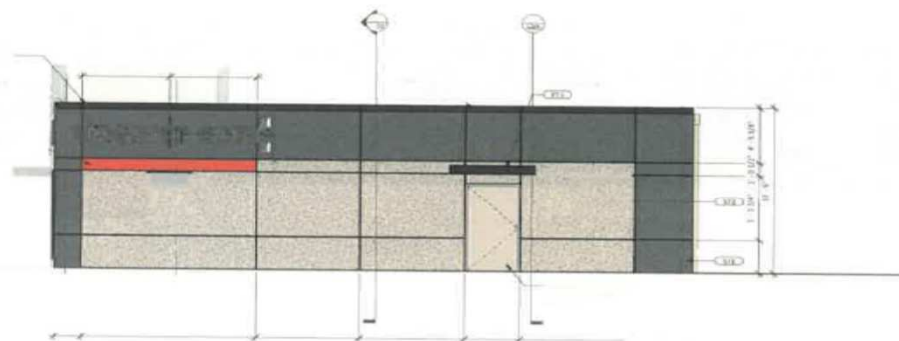
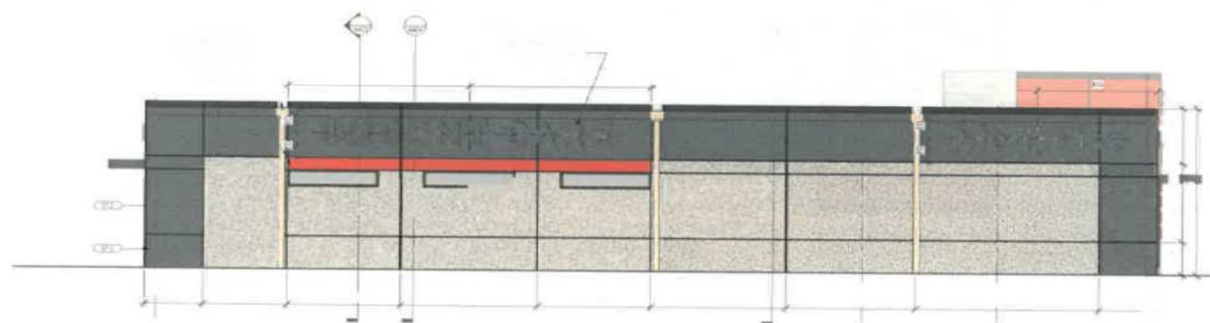
Steven E. Mauer, City Attorney





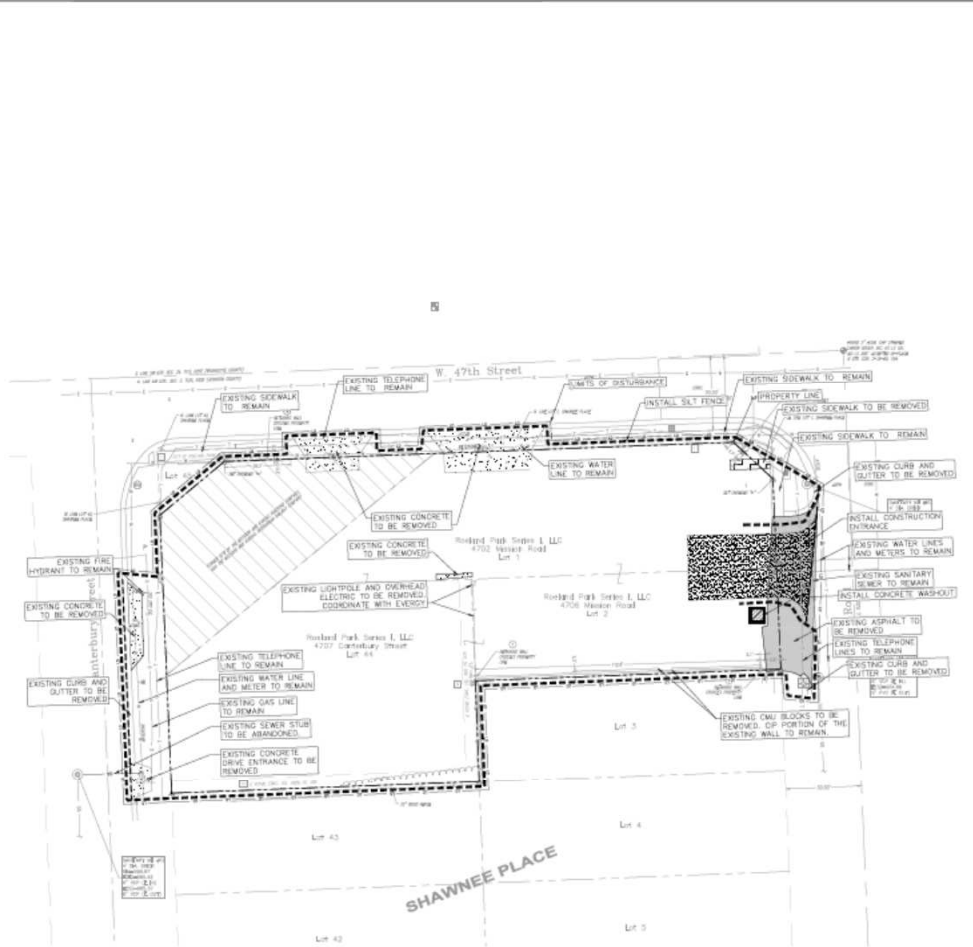
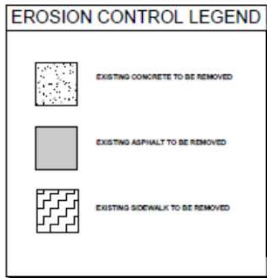
MedWise

A401



MedWi e

A402



- #### EROSION CONTROL NOTES
1. DEMOLITION AND TEMP. PROTECTION SHALL BE MAINTAINED THROUGHOUT THE PROJECT. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 2. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 3. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 4. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 5. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 6. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 7. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 8. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 9. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 10. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. ALL DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
- #### DEMOLITION NOTES
1. THE OWNER OF THE DEMOLITION SHALL BE RESPONSIBLE FOR THE DEMOLITION. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 2. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 3. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 4. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 5. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 6. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 7. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 8. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 9. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.
 10. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT. THE DEMOLITION SHALL BE COMPLETED BY THE END OF THE PROJECT.





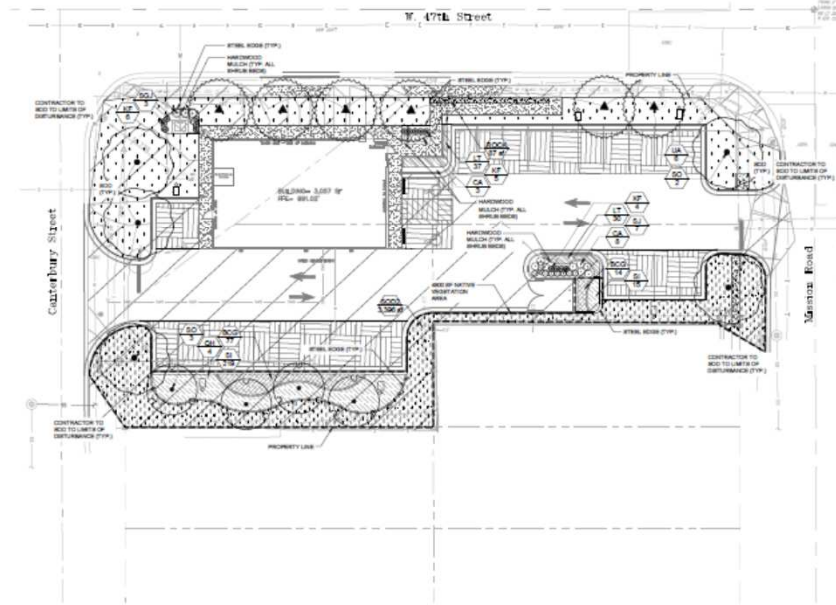



DATE: 11/17/2020
 BY: [Signature]
 CHECKED: [Signature]
 TITLE: [Signature]

DEMOLITION & EROSION CONTROL PLAN

MEDWISE 60207
 PREPARED FOR
QUIKTRIP

HEET 1 OF 1
C-002



PLANTING NOTES

1. ALL PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL MEET ALL STANDARDS AS STATED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERMEN.
2. NO SUBSTITUTIONS IN PLANT MATERIALS SHALL BE MADE WITHOUT WRITTEN AUTHORIZATION FROM OWNER OR LANDSCAPE ARCHITECT. IN THE EVENT OF DISCREPANCIES BETWEEN THE DRAWING AND THE PLANT LIST, THE DRAWING SHALL PREVAIL.
3. LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES INCURRED BY HIS WORK.
4. STAKING AND CUTTING ALTERNATIVES: METHODS INDICATED IN DRAWING DETAILS ARE PREFERRED. CONTRACTOR MAY SUGGEST ALTERNATE METHODS, ASSUMING FULL RESPONSIBILITY FOR THEIR IMPLEMENTATION. CONTRACTOR SHALL REPLACE, PLANT, OR UPRIGHT ANY TREES BLOWN OVER OR DAMAGED DUE TO INADEQUATE STAKING AT NO ADDITIONAL COST TO THE OWNER.
5. PLANTS MAINTAINED IN BEDS SHALL BE ARRANGED USING TRIANGULAR SPACING.
6. PROVIDE A STEEL EDGE BETWEEN ALL PLANTING BEDS AND LAWN AREAS. REFERENCE SITE PLAN.
7. ALL PLANTING BEDS TO BE TOP DRESSED WITH A MINIMUM OF 3" SUBSIDED LANDWOOD MULCH. REFERENCE LANDSCAPE PLAN.
8. LAY TAL PEECE FOR PROPOSED LAWN AREAS TO ALL EDGES OF PAVEMENT AND/OR LIMITS OF DISTURBANCE OUTSIDE R.O.W. OR PROPOSED LANDSCAPE EASEMENT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING UNTIL FINAL ACCEPTANCE. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THE WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT DIES SHALL BE REPLACED WITH THE PLANT MATERIAL OF SIMILAR SIZE AND VARIETY.
10. CONTRACTOR SHALL MAINTAIN PLANT MATERIAL TO REMAIN ALIVE AND HEALTHY FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE. WARRANTY SHALL NOT INCLUDE DAMAGE FOR LOSS OF PLANT MATERIAL DUE TO ACTS OF VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
11. ALL LANDSCAPE BED AREAS TO BE PREPARED USING "ORGANICALLY ENRICHED TOP SOIL" BY MISSOURI ORGANIC (OR APPROVED EQUAL). INSTALL TO DEPTH, PER PLANTING DETAILS (12" DEPTH MIN.). FINISHED GRADES OF PLANTING BEDS TO BE 2" BELOW FINISHED GRADE OF ADJACENT PAVING OR AS SHOWN ON GRADING PLAN.
12. ALL SOD AREAS TO RECEIVE 4" DEPTH (MIN) TOPSOIL PRIOR TO INSTALLATION. TOPSOIL SHALL BE NATURAL, FRABLE, PESTILE, pH RANGE OF 7.0-7.5, AND FREE OF TRASH, DEBRIS, STONES, WEEDS, AND TWIGG BRANCHES.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SP	REMARKS
TREES	QH	4	QUERCUS MUEHLERBERGII CHENAPIN OAK	BASIC	3" CAL	—	SINGLE, STRAIGHT LEADER, FULL & MATCHING
	SO	8	QUERCUS SHUMARDII SHUMARD OAK	BASIC	2" CAL MIN	—	FULL, STRAIGHT, SINGLE LEADER
	UA	8	ULMUS PARVIFOLIA 'ALLEE' ALLEE LACINARIS ELM	BASIC	2" CAL MIN	—	FULL, STRAIGHT, SINGLE LEADER
SHRUBS	CA	11	ARDELIA X 'TOMARD GOUCHET' COMPACT ABELIA	CONTAINER	3 GAL	AS SHOWN	FULL & MATCHING
	SGJ	3	JUNIPERUS CHINENSIS 'SEA GREEN' SEA GREEN JUNIPER	CONTAINER	8 GAL	AS SHOWN	FULL & MATCHING
	SI	7	JUNIPERUS SCOPULORUM 'SKYROCKET' SKYROCKET JUNIPER	CONTAINER	8 HT.	AS SHOWN	FULL & MATCHING
GRASSES	HF	15	CLADOPAGNETIS X ACUTIFLORA 'VARL FOERSTER' FEATHER REED GRASS	CONTAINER	3 GAL	AS SHOWN	FULL & MATCHING
	BOG	81	BOUTELOUA CURTIPENDULA SIDE CATS GRAMA	CONTAINER	1 GAL	24" O.C.	FULL & MATCHING
	B	254	SCHIZANTHRUM SCOPARUM LITTLE BLUESTEM	CONTAINER	1 GAL	24" O.C.	FULL & MATCHING
SOD AREAS	LT	87	LIRIOPE MISCARLY 'BIG BLUE' BIG BLUE LILY TURF	CONTAINER	1 GAL	18" O.C.	FULL & MATCHING
	ROCK	87 SF	DECORATIVE ROCK	ROCK	—	—	4" DEPTH. ROCK TO BE 2" - 4" MULTI-COLORED COBBLESTONE.
	SOD	3,386 SF	BUCHLOE DACTYLOIDES BUFFALO GRASS	SOD	—	—	SOD TO HAVE TIGHT, SAND-FILLED JOINTS. ROLLED SOD TO BE FREE OF WEEDS, PESTS, AND DISEASE.
DECORATIVE ROCK	SOD	4,388 SF	TALL FESCUE FESTUCA ARLUNDOVACEA	SOD	—	—	SOD TO HAVE TIGHT, SAND-FILLED JOINTS. ROLLED SOD TO BE FREE OF WEEDS, PESTS, AND DISEASE.

NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN THE CASE OF A DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.

Code	Requirement	Calculation	Required	Provided
16-1000: Minimum Tree Requirement	1 tree for every 40 feet of public or private street frontage	Carbury St. 130 ft / 40 W. 47th St. 243 ft / 40 Mission Road: 80 ft / 40	3 6 2	3 6 2
16-1000: Minimum Tree Requirement	1 tree shall be required for every 4,000 square feet of landscaped open space	14,346 sf landscape area	4	4
16-1007: Planting Requirements Within Parking and Vehicular Use Areas	not less than 6 percent of the interior parking lot shall be landscaped.	26 spaces x 280 sf = 7,280 x 6%	437 sf	684 sf
16-1010: Screening Requirements	Tech enclosures shall be screened from public view on at three sides with a six foot solid fence constructed of cedar, redwood, masonry or other compatible building material, and shall be appropriately landscaped.	solid fence and landscape	solid fence and landscape	see plans
16-1010: Screening Requirements	Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities, and tanks of meters, shall be screened from public view with landscaping or with an architectural treatment compatible with the building architecture.	architectural treatment or landscape	landscape	see plans
Area of native vegetation	4800 sf (0.11 ac)			



Kimley»Horn
INCORPORATED
SINCE 1945
1000 N. 10TH ST., SUITE 100
DENVER, CO 80202
(303) 733-1111
WWW.KIMLEY-HORN.COM



LANDSCAPE PLAN

MEDWISE 60207
PREPARED FOR
QUICKTRIP

HEET 10.000 E
L-100

NET NAME E-100	MODEL AND TYPE	1-5	PHOTOMETRIC PLAN	DATE 01-18-2010	TIME 17:17:20Z		Kimley»Horn © 2012 H.K. Kimley and Associates, Inc. 866 S. 10th St., Suite 100, Ft. Wadsworth Ft. Worth, TX 76103 H.K. Kimley & Associates, Inc. www.HK-Horn.com	11 10 9 8 7 6 5 4 3 2 1
-------------------	----------------	-----	------------------	--------------------	-------------------	--	--	---



Turning Performance Analysis

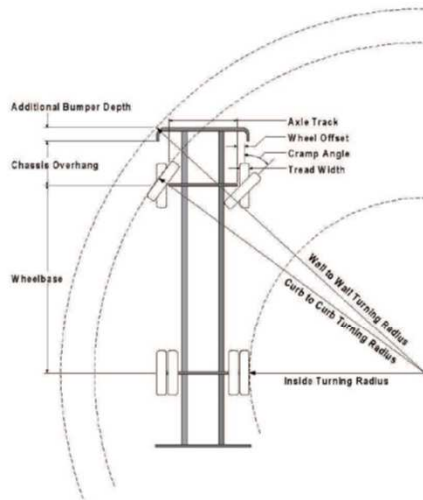
12/05/2016

Bid Number: 294

Chassis: Velocity Chassis, Aerials/Tankers, Tandem, PUC (Big Block), 2010

Department: Consolidated FD #2

Body: Aerial, HD Ladder 105', PUC, Alum Body



Parameters:

Inside Cramp Angle:	45°
Axle Track:	82.92 in.
Wheel Offset:	5.25 in.
Tread Width:	17.4 in.
Chassis Overhang:	78 in.
Additional Bumper Depth:	19 in.
Front Overhang:	97 in.
Wheelbase:	250.5 in.

Calculated Turning Radii:

Inside Turn:	19 ft. 9 in.
Curb to curb:	35 ft. 11 in.
Wall to wall:	40 ft. 11 in.

Comments:

Category	Option	Description
Axle, Front, Custom	0637059	Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Velocity (425 Tires)
Wheels, Front	0001656	Wheels, Front, 22.50" x 12.25", Steel, Hub Pilot
Tires, Front	0677592	Tires, Front, Goodyear, G296 MSA, 425/65R22.50, 20 ply, Fire Service Load Rating
Bumpers	0536235	Bumper, 19" Extended, Steel Painted, Imp/Vel
Aerial Devices	0660264	Aerial, 105' Heavy Duty Ladder, (750 dry/500 water), MUX

Notes:

Actual inside cramp angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for 9.00 inch curb.

Definitions:

Inside CrampAngle	Maximum turning angle of the front inside fire.
Axle Track	King-pin to King-pin distance of front axle.
Wheel Offset	Offset from the center line of the wheel to the King-pin.
Tread Width	Width of the tire tread.
Chassis Overhang	Distance of the center line of the front axle to the front edge of the cab. This does not include the bumper depth.
Additional Bumper Wheel	Depth that the bumper assembly adds to the front overhang.
Wheelbase	Distance between the center lines of the vehicles front and rear axles.
Inside Turning Radius	Radius of the smallest circle around which the vehicle can turn.
Curb to Curb Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures assumes a curb height of 9 inches.
Wall to Wall Turning Radius	Radius of the smallest circle around which the vehicle's tires can turn. This measures takes into account any front overhang due to chassis , bumper extensions and or aerial devices.



Kimley»Horn

MEDWISE



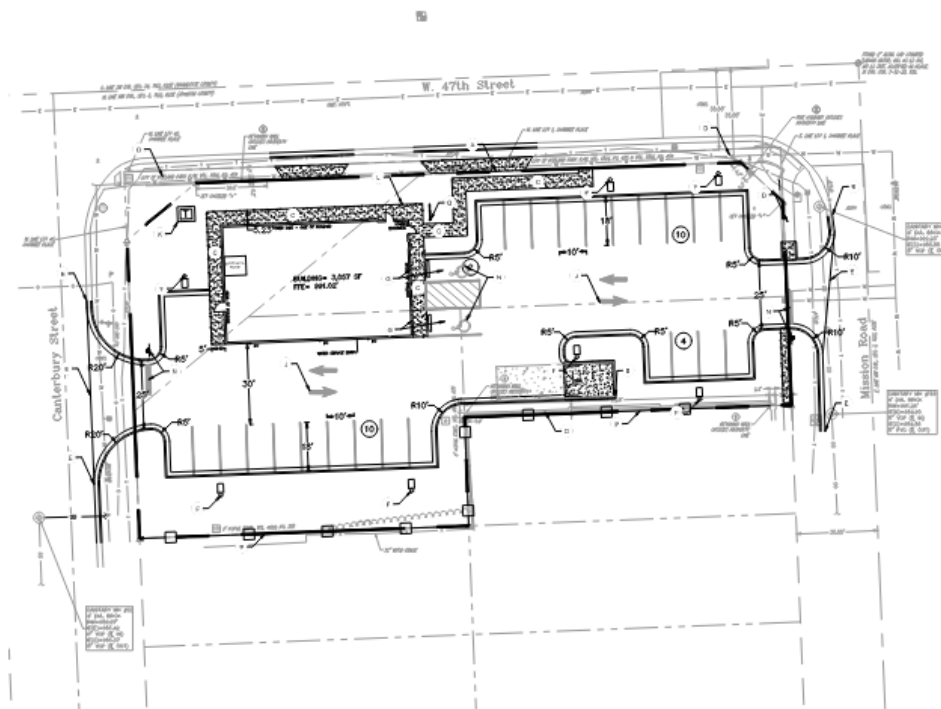
4702 Mission Road, Roeland Park, KS 66205

EXISTING SITE



PROJECT LOCATION

PROPOSED SITE



SYMBOL LEGEND

	ACCESSIBLE PARKING SPACE
	PARKING STALL, SINGLE
	TRANSFORMER PAD
	PROPERTY LINE
	LIGHT POLE
	PROPOSED PROPERTY FENCE

SITE DATA

LOT AREA	81 AC
ZONING	RT-10, BUSINESS COMMERCIAL
PROPOSED USE	

PAVED & UNPAVED SURFACES

PAVED SURF. AREA	SHOWN/NOT SHOWN
PAV. (S. RT. 500,000 SQ. FT.)	3,000 SF
	11,000 SF

PARKING SUMMARY

STANDARD	PROPOSED	PROVIDED
STANDARD	18	24
ACCESSIBLE	1	2
TOTAL	19	26

PARKING CALCULATION

3 SPACES PER 1,000 SF OF BUILDING AREA

1,000 SF OF BUILDING AREA

1,000 (1,000) x 3 SPACES = 3,000 - 18 SPACES REQUIRED

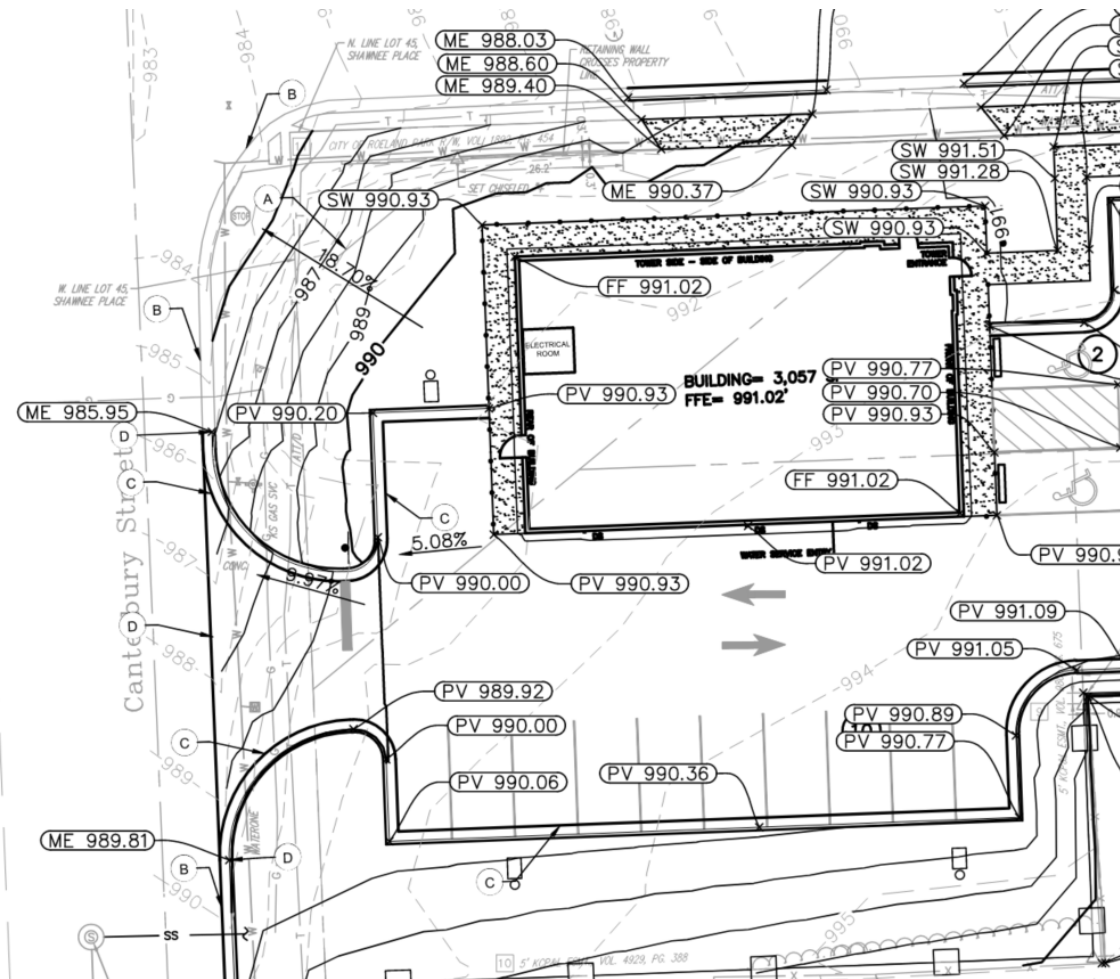
LOT COVERAGE

	OF AC	SQ. FT.	% OF LOT
IMPERVIOUS AREA	35 AC	1,520,000 SF	37.28%
IMPERVIOUS AREA	10 AC	435,600 SF	10.44%
TOTAL LOT AREA	45 AC	1,955,600 SF	

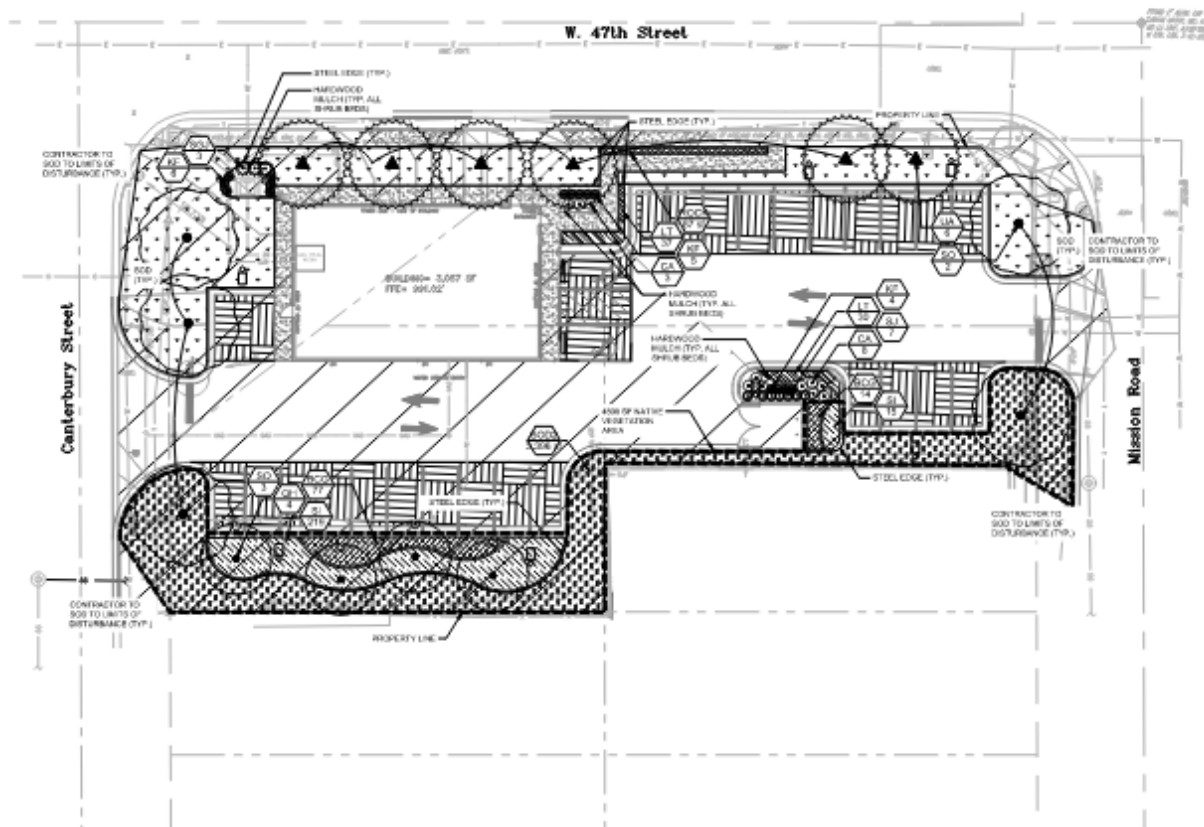
KEYNOTE INDEX

1. PROPERTY LINE
2. EXISTING EXISTING, PROPOSED, CHANGES
3. CONCRETE SIDEWALK, CENTER TO CENTER, SHEET 4-100
4. EXISTING SIDEWALK
5. EXISTING SIDEWALK AND CURB OR
6. EXISTING SIDEWALK AND CURB
7. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
8. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
9. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
10. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
11. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
12. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
13. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
14. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
15. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
16. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
17. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
18. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
19. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
20. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
21. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
22. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
23. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
24. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
25. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
26. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
27. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
28. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
29. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
30. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
31. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
32. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
33. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
34. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
35. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
36. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
37. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
38. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
39. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
40. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
41. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
42. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
43. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
44. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
45. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
46. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
47. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
48. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
49. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
50. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
51. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
52. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
53. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
54. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
55. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
56. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
57. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
58. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
59. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
60. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
61. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
62. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
63. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
64. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
65. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
66. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
67. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
68. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
69. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
70. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
71. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
72. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
73. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
74. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
75. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
76. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
77. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
78. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
79. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
80. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
81. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
82. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
83. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
84. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
85. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
86. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
87. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
88. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
89. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
90. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
91. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
92. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
93. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
94. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
95. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
96. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
97. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
98. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
99. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)
100. PROPOSED LIGHT POLE, SPOT LIGHTING (PLANS 1-10)

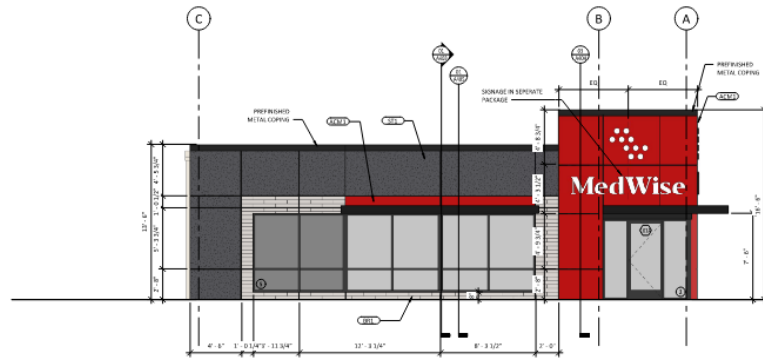
PROPOSED GRADING



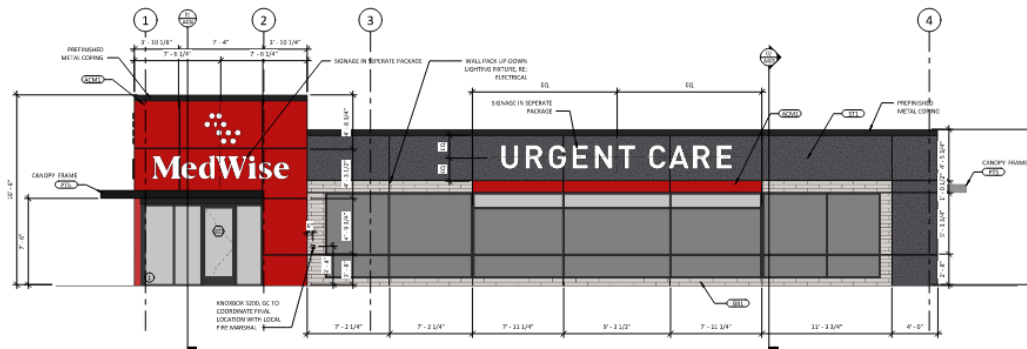
LANDSCAPE PLAN



ARCHITECTURAL ELEVATIONS

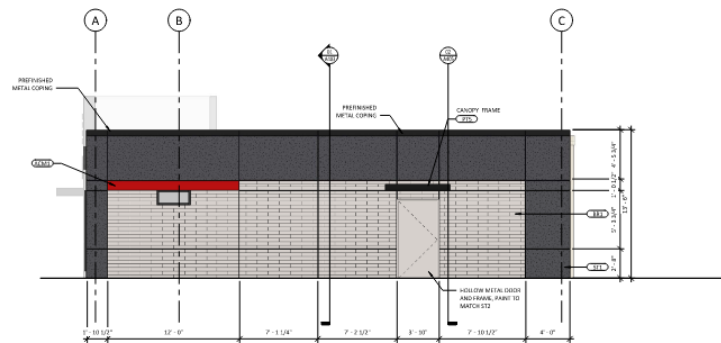


02 EAST BUILDING ELEVATION
1/8" = 1'-0"

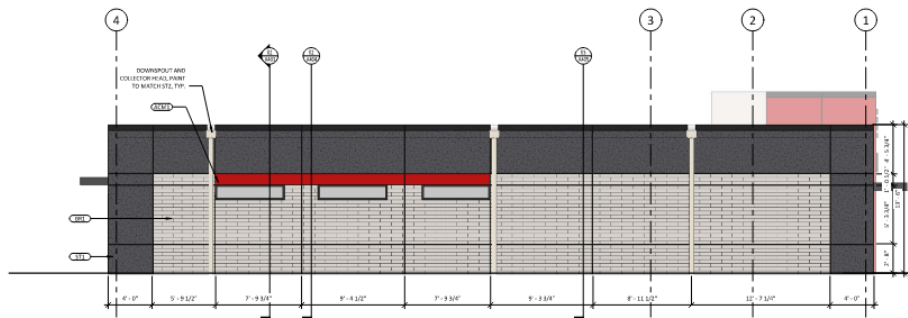


01 NORTH BUILDING ELEVATION
1/8" = 1'-0"

ARCHITECTURAL ELEVATIONS



02 WEST BUILDING ELEVATION
10'-0"



01 SOUTH BUILDING ELEVATION
10'-0"



MEDWISE FACTS

- VISIT MEDWISE FOR:

- Non-life-threatening injuries and illnesses in both adults and children
- A reliable, cost-effective alternative to the emergency room
- When your primary care physician is not available
- Same-day care when you or your loved ones are visiting from out-of-town

- SERVICES OFFERED:

- Treatment of illnesses, injuries, and infections
- Testing for COVID-19, flu, strep, RSV
- Physical exams
- Vaccinations
- Minor procedures
- Workman's comp assessments
- Drug screenings

- SERVICES OFFERED:

- Typical hours of operations are 8am-8pm, 7 days a week (hours may vary based upon location)
- **NOT** a 24 hour operating business
- **NO** overnight hospitalization/care
- **NO** ambulatory services
- **NO** oxygen refill services



Kimley»Horn

QUESTIONS?

Item Number: **Ordinances and Resolutions:- IX.-**
 B.
Committee **1/17/2023**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/1/2022
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Charter Ordinance 39 Authorizing City to Establish Storm Water Utility Policies (10 min)**
Item Type:

Recommendation:

Staff recommends adoption a charter ordinance which allows the City to then adopt a Storm Water Utility policy that will be included in the appropriate section of the City Code.

Details:

Report for 1/17/23 Council Meeting:

Council provided direction at the 1/3/23 workshop to bring forward the ordinances necessary to establish the storm water utility policies at the next council meeting with the policy becoming effective 8/1/2023 to coincide with the timeframe when the City customarily establishes the special assessment amounts for the upcoming year (2024).

Charter Ordinance 39 authorizes the City to exempt itself from state storm water regulations and create its own storm water policy (step 1). Regular Ordinance number 1041 adopts city storm water policy including the storm water utility provisions (step 2). Using this two-step ordinance method will allow the new storm water policies to be incorporated into the appropriate section of the city code vs the policy existing in the "Charter Ordinance" section of the City code. This will make it much easier for residents and staff to reference/search for the policy.

-

-

Report for 1/3/23 Workshop:

During the 12/5/22 workshop discussion staff was asked to inquire what impact implementing the storm water fee would have on Roesland Elementary's budget. Per David Smith (SMSD Communications Officer) "there would be no impact on Roesland's budget, staffing, etc. Stormwater fees are paid from the district's Special Assessment Fund."

The estimated storm water utility fee for the Roesland properties is \$4,888 based upon 169,138 sf of impervious area consisting of playgrounds, roofs, parking, sidewalks, and drives.

Staff is looking for Council to confirm support of the \$.0289/sf storm water rate and move forward an ordinance adopting the storm water utility policy. These steps establish clear direction as well as firm fee estimates for 2024. This information will be provided to each commercial property owner with an impervious area map for their site along with the fee calculation as part of the education effort planned to occur well in advance of the 2024 storm water fee implementation. This extended lead time will provide property owners an extended period to plan for the fiscal impacts that the storm water fee may hold for them.

The attached Utility Fee by Property Owner list reflects the impervious area per lot as well as the storm water utility fee per lot. Properties with a storm water utility fee greater than \$2,000 have been highlighted in green. Some sites contain multiple lots under common ownership, a subtotal is provided for those.

A question was also raised as to why actual impervious area per single family lot is not used vs the estimation approach recommended. In short the impervious area for single family homes captured in the AIMS GIS system we are using only includes the building outline. Decks, patios, sidewalks, pools, sheds and driveways are not reflected and all of these are impervious. In order to include these elements the City would have to pay for a survey of each lot (2,850). Keeping this data up to date would also be a fiscal burden as these site elements do change regularly. The additional cost associated with gathering and maintaining imperious data per single family lot is prohibitive. In addition, the detail would not amount to a significant difference in the utility fee. For example, if a home has a 300 sf pool or 300 sf larger than average home the fee would in theory be \$8.67 more than the \$70.00 on an average lot.

Report for 12/5/22 Workshop:

Council discussed and provided direction on a 2022 Objective concerning implementing a storm water utility. Those discussions occurred as the Council was also working on the 2023 budget. Ultimately the Council's direction was to plan for implementing a stormwater utility with the 2024 budget/calendar year. Council also provided direction that a robust education campaign be implemented early to ensure ample time for property owners to plan for the new fee. The education program has begun.

Developing the policy which will govern the Storm Water Utility is the next step. The assumptions used during council discussions of the topic in 2022 have been incorporated into the attached draft code section. The City Attorney and City Engineer has developed the policy based upon the policies in place with other Johnson County cities.

Council also provided direction that all properties will be subject to the storm water utility fee. That includes government owned property, schools, churches and utilities. A storm water rate of \$.0289/sf of impervious surface was used during Council's initial discussion, this equated to a \$70 annual storm water utility fee for a single-family lot. The stormwater fee per property list attached is based upon the \$.0289/sf assumed rate. As part of the education efforts staff intends to provide each property owner with an estimate of the storm water fee that would be included on their property tax bill. Before providing that information, staff would like Council to confirm the rate will be \$.0289/sf of impervious area. Confirming the rate and establishing the stormwater utility code section are actions that should be coordinated to ensure accuracy. If the Council wants to achieve a larger reduction in the property tax mill they may elect a higher storm water utility rate. If Council

prefers a lower storm water utility rate, then the mill levy reduction will be correspondingly smaller. A reminder that the implementation of a storm water fee as discussed will provide for an equal offsetting reduction in property tax revenue through a planned series of mill levy reductions. Council's direction is to begin implementing the storm water utility in 2024 however properties subject to an existing storm drainage improvement assessment would not be subject to the storm water utility fee until their improvement assessment expires. It will take 3 years to fully implement the storm water utility fee on all properties.

The impervious area data has been updated and reviewed for accuracy by Larkin and staff. Based upon this information staff estimates a 2-mill reduction in the property tax rate would be possible for 2024 if the \$.0289/sf storm water rate is employed. 2025 is estimated to see a .10 mill reduction and 2026 would see an estimated .20 mill reduction as the storm water utility fee is implemented (for a total mill reduction of 2.30 at full implementation). Staff estimates that a 2.30 mill reduction in 2026 will result in \$65,000 less in property taxes from Commercial and Multifamily properties that are subject to property tax with the storm water fees from those properties totaling \$85,000. This results in a net increase of expense to these properties of \$20,000. Properties not subject to property tax (governmental, churches, schools, utilities) would see an increase in expense of \$30,000. Residential Properties should see a reduction in property tax of \$250,000 and an increase of storm water fee of \$200,000 for a net decrease of expense to residential properties of \$50,000.

Please review the list of estimated storm water utility fees attached for commercial, multifamily, governmental, schools, and churches, it is important that Council understand the amount to be paid by these entities.

The assumed method of applying the storm water fee is based upon impervious area (the primary element contributing to storm water run-off) which is consistent with the approach employed by the other JOCO cities with a storm water fee. For single family homes and duplexes a standard fee is calculated based on an average size lot with an average amount of impervious area. This simplifies the administrative process and addresses the limited impervious area information available for single family and two family lots via the AIMS mapping system. Maps reflecting the impervious area on commercial, multifamily, governmental, schools and churches will be sent along with the notice of estimated fee to those properties.

A storm water utility fee can be used to maintain, replace and operate the components of the storm water collection and conveyance system including, curbs, inlets, piping, open drainage ways along with staff, supplies and contractual services dedicated to storm sewer services. Street sweeping, catch basin cleaning, and brush/debris removal from drainage ways are examples of routine maintenance items that would also be eligible for funding through the storm water fee.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: Not until 2024 Budget
Line Item Code/Description:	

Additional Information

Council discussed this topic at their 1/3/22 workshop and indicated that they would like some time to consider and then continue the discussion. No additional information was requested by Council on 1/3/22. Council discussed the topic again on 3/21/22 where council requested a summary indicating how other communities with a storm water utility fee apply the fee to schools, churches, not for profits or other government agencies. Attached is that comparison; only a couple of cities provide exemption opportunities. Also attached are the documents from the 1/3/22 initial workshop discussion item.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Charter Ordinance 39- Authorizing City to Establish Storm Water Utility Policy	Cover Memo
<input type="checkbox"/>	Storm Water Fee Per Property	Cover Memo
<input type="checkbox"/>	Example of Impervious Area Map	Cover Memo
<input type="checkbox"/>	Storm Water Utility Options Presentation	Cover Memo
<input type="checkbox"/>	Comparison of Exemptions Allowed	Cover Memo

**CITY OF ROELAND PARK, KANSAS
CHARTER ORDINANCE NO. 39**

A CHARTER ORDINANCE EXEMPTING THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS, FROM THE PROVISIONS OF THE WATER POLLUTION CONTROL ACT, K.S.A. 12-3101 THROUGH K.S.A. 12-3107, AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS RELATING TO THE ESTABLISHMENT, OPERATION, MAINTENANCE, IMPROVEMENT, AND REGULATIONS OF SEWER SYSTEMS, INCLUDING BUT NOT LIMITED TO, STORM AND SURFACE WATER DRAINAGE SYSTEMS AND FLOOD PROTECTION WORKS, AND TO THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING FOR THE PROPERTY AND IMPROVEMENTS NECESSARY FOR ALL ASPECTS OF THE MANAGEMENT OF THESE SYSTEMS.

WHEREAS, the City of Roeland Park, Johnson County, Kansas, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, may exempt itself from the provisions of statutory enactment that is not uniformly applicable to all cities, and may adopt substitute and additional provisions thereto; and

WHEREAS, the Water Pollution Control Act, K.S.A. 12-3101, et seq., is applicable to the City, but not uniformly applicable to all cities;

WHEREAS, the City of Roeland Park, Kansas desires to exempt itself from the Water Pollution Control Act.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS

SECTION 1. EXEMPTION OF KANSAS STATUTES

- A. The City of Roeland Park, Johnson County, Kansas (the "City"), by virtue of the powers vested in it by Article 12, Section 5, of the Constitution of the State of Kansas, hereby elects to exempt itself and make inapplicable to it Sections 12-3101, 12-3102, 12-3103, 12-3104, 12-3105, 12-3106, and 12-3107 of the Kansas Statutes Annotated, which apply to the City, acting as a city of the second class, and which are not uniformly applicable to all cities, and the City hereby provides further substitute and additional provisions as set forth herein.

SECTION 2. Chapter XV, Article 6. "Stormwater Utility" of the City of Roeland Park, Kansas Municipal Code is established pursuant to this Charter Ordinance No. 39 and City Ordinance No. 1041.

SECTION 3. This Charter Ordinance shall take effect after its publication in the official City newspaper, and shall have an effective date of August 1, 2023.

PASSED by the Governing Body, not less than two-thirds of the elected members voting in favor thereof, this ____ day of _____, 2023.

Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steven E. Mauer, City Attorney

Stormwater Utility Fee Data Used & Methodology

Data:

- Parcel Data from JoCoAIMS – dated 10.11.2022
- 2022 Aerial Imaging from JoCoAims was used to draw in the impervious areas
- Impervious Area Data – Buildings, Recreation and Pavement Data from JoCoAIMS acquired 9-29-2022. This data was modified to capture all impervious surfaces within all Non-Residential Lots.

Methodology Notes:

- Non-Residential Lots – Lots that are not classified as Single Family, Duplex or Multifamily and public right-of-way.
- Residential Lots – Single Family, Duplex, Multifamily (regardless if structure used for renting or owning).
- Impervious Areas Updated using Construction Plans – R Park Phase 3, Community Center, Sunflower Development
- Sidewalks were not added towards the impervious area on commercial parcels with a dedicated sidewalk easement / dedicated ROW.
- Playgrounds, football fields, packed gravel driveways are considered impervious as they are designed to not grow vegetation and contribute to runoff into the storm sewer system.
- No credit provided for sites with detention basins as the collected runoff continues to use the City stormwater system to drain.

Round 2 Modifications – November 2022:

- City comments for impervious areas and non-residential lots were addressed.
- Impervious Areas were rechecked, and some modifications were made to a handful of lots due to cleaning up lines, removing islands, adding sidewalk.
- As a QC, the impervious areas were merged to ensure no overlapping sub areas existed. The Summarize Within tool was used in ArcPro to calculate the impervious areas within each non-residential lot. The merged areas were back checked against the areas calculated using the tool Summarize within to ensure accuracy.

ROELAND PARK'S STORMWATER UTILITY FEE SUMMARY

	# of Lots -or- Sq Ft	Rate	2024	2025	2026
<u>Lots Outside of Benefit District</u>					
Residential Lots Outside of the Benefit Districts (2892 SFR Lots minus RC-12 lots)	1,804	\$70 /Lot	\$126,280	\$126,280	\$126,280
Non-Residential Impervious Square Footage	4,036,996	\$0.0289 /sq ft	\$116,669	\$116,669	\$116,669
City of Roeland Park Impervious Square Footage	457,011	\$0.0289 /sq ft	\$13,208	\$13,208	\$13,208
<u>Benefit District (RC-12) Lots</u>					
RC-12-012 Breakdown (# of Lots = 427) (Expires 12/31/2024)					
Residential Lots (425 Lots)	425	\$70 /Lot		\$29,750	\$29,750
Non-Residential Impervious Square Footage in RC-12-012 (2 Lots)	28,519	\$0.0289 /sq ft		\$824	\$824
RC-12-014 Breakdown (# of Lots = 664) (Expires 12/31/2025)					
Residential Lots (663 Lots)	663	\$70 /Lot			\$46,410
Non-Residential Impervious Square Footage in RC-12-014 (1 Lot)	24,403	\$0.0289 /sq ft			\$705
RESIDENTIAL FEES			\$126,280	\$156,030	\$202,440
NON-RESIDENTIAL FEES			\$129,877	\$130,701	\$131,406
GRAND TOTAL STORMWATER UTILITY FEES			\$256,157	\$286,731	\$333,846

Notes:

Residential Assumption Used: 70'x110' with 30% impervious area, rounded up.

2922 Lots with SFR or Duplex as landuse (minus split lots etc). This number is as close as we can get without having to review each parcel having no situs address or vacant designation and comparing owner names etc.

In 2023 1 mill equals roughly \$120,000 in tax revenue to the City.

Value of 1 mill	\$	128,400	\$	136,104	\$	144,270
Estimated Mill Reduction		\$1.99		\$2.11		\$2.31



ROELAND PARK'S STORMWATER UTILITY FEE BREAKDOWN

	Situs Address (No Address for Lots without a Building					# of Lots -or- Sq Ft	Rate	Subtotal for			
	Tax Property ID	Footprint)	Owner Name	Mailing Name	Address			City State Zip	Owners with Multiple Lots	2024	2025
LOTS OUTSIDE OF THE BENEFIT DISTRICT											
Residential Lots	RESIDENTIAL TOTAL					1,804	\$70 /Lot		\$126,280	\$126,280	\$126,280
City of Roeland Park Impervious Areas	PP59000000 0002	5150 GRANADA ST	CITY OF ROELAND PARK			10,833	\$0.0289 /sq ft		\$313	\$313	\$313
	PF251204-3014	4800 ROE PKWY	CITY OF ROELAND PARK			68,517	\$0.0289 /sq ft		\$1,980	\$1,980	\$1,980
	PF251209-1001	5535 JUNIPER ST	CITY OF ROELAND PARK			81,852	\$0.0289 /sq ft		\$2,366	\$2,366	\$2,366
	PF251209-1003	0 NS NT	CITY OF ROELAND PARK			1,306	\$0.0289 /sq ft		\$38	\$38	\$38
	PP50000000 0001	4801 NALL AVE	CITY OF ROELAND PARK			40,904	\$0.0289 /sq ft		\$1,182	\$1,182	\$1,182
	PP50000000 0002	4850 ROSEWOOD DR	CITY OF ROELAND PARK			199,331	\$0.0289 /sq ft		\$5,761	\$5,761	\$5,761
	PP63000017 0030A	0 NS NT	CITY OF ROELAND PARK			763	\$0.0289 /sq ft		\$22	\$22	\$22
	PP63000017 0031	4812 JOHNSON DR	CITY OF ROELAND PARK			8,219	\$0.0289 /sq ft		\$238	\$238	\$238
	PP63000017 0032	4800 JOHNSON DR	CITY OF ROELAND PARK			9,195	\$0.0289 /sq ft		\$266	\$266	\$266
	PP66000022 0009	0 NS NT	CITY OF ROELAND PARK			4,614	\$0.0289 /sq ft		\$133	\$133	\$133
	PP67010000 0U01	0 NS NT	CITY OF ROELAND PARK			26,129	\$0.0289 /sq ft		\$755	\$755	\$755
	PP67010000 0U03	0 NS NT	CITY OF ROELAND PARK			5,349	\$0.0289 /sq ft		\$155	\$155	\$155
			CITY TOTAL			457,011	\$0.0289 /sq ft		\$13,208	\$13,208	\$13,208
Non-Residential Impervious Areas	PP63000017 0024	5000 JOHNSON DR	5000 JOHNSON DRIVE PROPERTIES LLC		13613 S HWY 71	GRANDVIEW, MO 64030	13,793	\$0.0289 /sq ft	\$399	\$399	\$399
	PP67250000 0002	4960 ROE BLVD	AGREE LIMITED PARTNERSHIP		RYAN LLC PO BOX 460389	HOUSTON, TX 77056	322,024	\$0.0289 /sq ft	\$9,306	\$9,306	\$9,306
	PP67250000 0002A	0 NS NT	AGREE LIMITED PARTNERSHIP		RYAN LLC PO BOX 460389	HOUSTON, TX 77056	103,774	\$0.0289 /sq ft	\$2,999	\$2,999	\$2,999
									\$12,306		
	PP62000000 0004	0 NS NT	ALDI INC.		RYAN TAX COMPLIANCE SERVICES, LLC F	HOUSTON, TX 77056	26,621	\$0.0289 /sq ft	\$769	\$769	\$769
	PP62000000 0005	4801 ROE BLVD	ALDI INC.	STORE #59	RYAN TAX COMPLIANCE SERVICES, LLC F	HOUSTON, TX 77056	49,505	\$0.0289 /sq ft	\$1,431	\$1,431	\$1,431
									\$2,200		
	PP78000000 0003	4710 MISSION RD	ALH ENTERPRISES, LLC		4710 MISSION RD	ROELAND PARK, KS 66205	8,833	\$0.0289 /sq ft	\$255	\$255	\$255
	PF251204-1020	4700 ROE PKWY	ALLIED CONSTRUCTION, INC.		PO BOX 937	DES MOINES, IA 50304	66,834	\$0.0289 /sq ft	\$1,932	\$1,932	\$1,932
	PP63000017 0025	4926 JOHNSON DR	AMOS FAMILY, INC.		10901 JOHNSON DR	SHAWNEE, KS 66203	8,650	\$0.0289 /sq ft	\$250	\$250	\$250
	PP63000017 0029	4900 JOHNSON DR	ASSET COMBINER, LLC		4900 JOHNSON DR	ROELAND PARK, KS 66205	9,488	\$0.0289 /sq ft	\$274	\$274	\$274
	PP67250000 0001	4950 ROE BLVD	BELLA ROE LOTS 1 AND 4 07 A, LLC,		12411 VENTURA BLVD	STUDIO CITY, CA 91604	209,001	\$0.0289 /sq ft	\$6,040	\$6,040	\$6,040
	PP67250000 0004	4980 ROE BLVD	BELLA ROE LOTS 1 AND 4 07 A, LLC,		12411 VENTURA BLVD	STUDIO CITY, CA 91604	36,518	\$0.0289 /sq ft	\$1,055	\$1,055	\$1,055
	PP67250000 0004A	0 NS NT	BELLA ROE LOTS 1 AND 4 07 A, LLC,		12411 VENTURA BLVD	STUDIO CITY, CA 91604	2,224	\$0.0289 /sq ft	\$64	\$64	\$64
	PP67250000 0003	4990 ROE BLVD	BELLA ROE LOTS 2 3 AND 6 07 A LLC	ACF PROPERTY MANAGEMENT	12411 VENTURA BLVD	STUDIO CITY, CA 91604	28,278	\$0.0289 /sq ft	\$817	\$817	\$817
	PP67250000 0T0A	0 NS NT	BELLA ROE LOTS 2 3 AND 6 07 A LLC	ACF PROPERTY MANAGEMENT	12411 VENTURA BLVD	STUDIO CITY, CA 91604	41,282	\$0.0289 /sq ft	\$1,193	\$1,193	\$1,193
	PP67250000 0T0A2	0 NS NT	BELLA ROE LOTS 2 3 AND 6 07 A LLC	ACF PROPERTY MANAGEMENT	12411 VENTURA BLVD	STUDIO CITY, CA 91604	1,525	\$0.0289 /sq ft	\$44	\$44	\$44
	PP67250000 0T0A1	0 NS NT	BELLA ROE LOTS 2 3 AND 6 07 A LLC	ACF PROPERTY MANAGEMENT	12411 VENTURA BLVD	STUDIO CITY, CA 91604	7,632	\$0.0289 /sq ft	\$221	\$221	\$221
	PP67250000 0003A	0 NS NT	BELLA ROE LOTS 2 3 AND 6 19 B LLC		12411 VENTURA BLVD	STUDIO CITY, CA 91604	14,360	\$0.0289 /sq ft	\$415	\$415	\$415
	PP67250000 0003B	0 NS NT	BELLA ROE LOTS 2 3 AND 6 19 B LLC		12411 VENTURA BLVD	STUDIO CITY, CA 91604	1,854	\$0.0289 /sq ft	\$54	\$54	\$54
									\$9,903		
	PF251204-1019	4710 ROE PKWY	B-H ACQUISITION, LLC	SHROPSHIRE, D. GARRETT	4710 ROE PKWY	ROELAND PARK, KS 66205	49,679	\$0.0289 /sq ft	\$1,436	\$1,436	\$1,436
	PP81000019 0018A	5201 ROE BLVD	BINK'M COMPANY LLC		2540 KIPLING ST	LAKEWOOD, CO 80215	7,690	\$0.0289 /sq ft	\$222	\$222	\$222
	PP64000000 0000	4800 SKYLINE DR	BOULEVARD APARTMENTS, LLC	NOLAN REAL ESTATE SERVICES INC	2020 W 89TH ST # 320	LEAWOOD, KS 66206	582,699	\$0.0289 /sq ft	\$16,840	\$16,840	\$16,840
	PF251204-1005	4717 ROE PKWY	CITY OF FAIRWAY		FAIRWAY CITY HALL 5240 BELINDER RD	FAIRWAY, KS 66205	43,267	\$0.0289 /sq ft	\$1,250	\$1,250	\$1,250
	PP09150000 0002	4700 JOHNSON DR	COMMERCE BANK		8000 FORSYTH BLVD APT 1300	ST. LOUIS, MO 63105	25,056	\$0.0289 /sq ft	\$724	\$724	\$724
	PP63000017 0030	4818 JOHNSON DR	D & G BUILDING PARTNERSHIP		4818 JOHNSON DR	ROELAND PARK, KS 66205	7,898	\$0.0289 /sq ft	\$228	\$228	\$228
	PP06000000 0009	4101 W 54TH TER	G & A RENTAL PROPERTIES LLC		5420 PAWNEE LN	FAIRWAY, KS 66205	19,342	\$0.0289 /sq ft	\$559	\$559	\$559
	PP66000009 0006A	0 NS NT	HAINEN PARTNERS LLC		13501 ABERDEEN PKWY	LEAWOOD, KS 66224	483	\$0.0289 /sq ft	\$14	\$14	\$14
	PP06000000 0010A	5500 BUENA VISTA ST	HOEDL PROPERTIES LLC		PO BOX 7016	KANSAS CITY, MO 64113	4,632	\$0.0289 /sq ft	\$134	\$134	\$134



ROELAND PARK'S STORMWATER UTILITY FEE BREAKDOWN

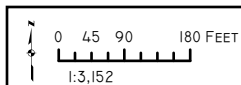
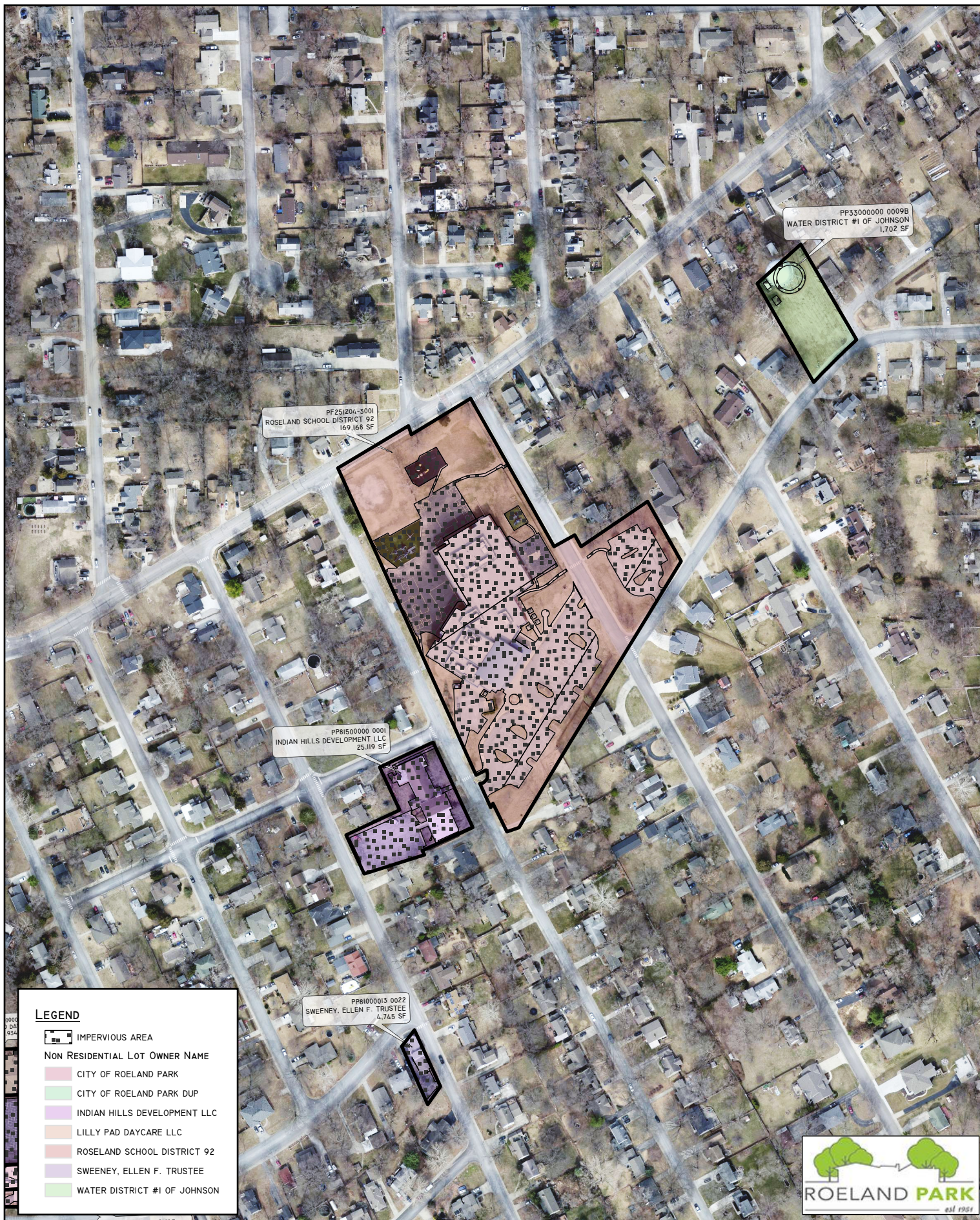
Situs Address (No Address for Lots without a Building)							# of Lots -or- Sq Ft	Rate	Subtotal for Owners with Multiple Lots		
Tax Property ID	Footprint)	Owner Name	Mailing Name	Address	City State Zip				2024	2025	2026
PP66000027 0027	5204 ROE BLVD	IMAGINE ENTERPRISES LLC		5204 ROE BLVD	ROELAND PARK, KS 66205		3,291	\$0.0289 /sq ft	\$95	\$95	\$95
PP81500000 0001	5015 BUENA VISTA ST	INDIAN HILLS DEVELOPMENT LLC		6436 ENSLEY LN	MISSION HILLS, KS 66208		25,119	\$0.0289 /sq ft	\$726	\$726	\$726
PP62000000 0003	4811 ROE BLVD	JL GROUP HOLDINGS I, LLC		3000 EXECUTIVE PKWY APT 515	SAN RAMON, CA 94583		35,313	\$0.0289 /sq ft	\$1,021	\$1,021	\$1,021
PF251204-4001	4050 SHAWNEE MISSION PKWY	JWH PROPERTIES, LLC		2651 N 231ST ST W	ANDALE, KS 67001		13,521	\$0.0289 /sq ft	\$391	\$391	\$391
PF251204-1001	4702 ROE PKWY	K C POWER & LIGHT CO.	SHANNON L. GREEN JR. TAX DEPARTMEN	PO BOX 418679	KANSAS CITY, MO 64141		123,100	\$0.0289 /sq ft	\$3,558	\$3,558	\$3,558
PP03000000 0001B	4700 FONTANA ST	K C POWER & LIGHT CO.	SHANNON L. GREEN JR. TAX DEPARTMEN	PO BOX 418679	KANSAS CITY, MO 64141		21,728	\$0.0289 /sq ft	\$628	\$628	\$628
\$4,186											
PP66000009 0014	5812 ROELAND DR	KELLERMAN, RYAN		5812 ROELAND DR	ROELAND PARK, KS 66205		8,554	\$0.0289 /sq ft	\$247	\$247	\$247
PP66000009 0015	5100 JOHNSON DR	KHETANI, INC.		211 E FLAMING RD	OLATHE, KS 66061		13,763	\$0.0289 /sq ft	\$398	\$398	\$398
PP63000017 0026	4920 JOHNSON DR	LIEMEN, MILDRED N. TRUSTEE		4107 HOMESTEAD DR	PRAIRIE VILLAGE, KS 66208		8,336	\$0.0289 /sq ft	\$241	\$241	\$241
PP63000017 0027	4914 JOHNSON DR	LIEMEN, MILDRED N. TRUSTEE		4107 HOMESTEAD DR	PRAIRIE VILLAGE, KS 66208		8,675	\$0.0289 /sq ft	\$251	\$251	\$251
PP81000009 0015	5023 GRANADA ST	LILLY PAD DAYCARE LLC		5023 GRANADA ST	ROELAND PARK, KS 66205		10,934	\$0.0289 /sq ft	\$316	\$316	\$316
PP83000000 0001	5675 ROE BLVD	LIPT ROE BOULEVARD LLC		333 W WACKER DR FL 23	CHICAGO, IL 60606		59,635	\$0.0289 /sq ft	\$1,723	\$1,723	\$1,723
PP83000000 001A	0 NS NT	LIPT ROE BOULEVARD LLC		333 W WACKER DR FL 23	CHICAGO, IL 60606		16,799	\$0.0289 /sq ft	\$485	\$485	\$485
\$2,209											
PP59000000 0001	5103 ROE BLVD	MCDONALDS CORPORATION		16332 MONROVIA ST	OVERLAND PARK, KS 66221		31,370	\$0.0289 /sq ft	\$907	\$907	\$907
PP62000000 0002	4815 ROE BLVD	MINIT MART LLC		165 FLANDERS RD	WESTBOROUGH, MA 01581		35,046	\$0.0289 /sq ft	\$1,013	\$1,013	\$1,013
PP63500000 0001	5115 ROE BLVD	MISSION BANK (THE)		5201 JOHNSON DR	MISSION, KS 66205		48,382	\$0.0289 /sq ft	\$1,398	\$1,398	\$1,398
PP09150000 0001	4720 JOHNSON DR	MPT OF ST LUKE'S ROELAND PARK LLC		1000 URBAN CENTER DR STE 501	BIRMINGHAM, AL 35242		44,166	\$0.0289 /sq ft	\$1,276	\$1,276	\$1,276
PF251204-1021	4715 ROE PKWY	NEW CASTLE ENTERPRISE LLC		9739 SUNSET CIR	LENEXA, KS 66220		40,772	\$0.0289 /sq ft	\$1,178	\$1,178	\$1,178
PP63350000 0002	4707 ROE PKWY	PI REAL ESTATE LLC		PO BOX 6821	LEAWOOD, KS 66206		10,778	\$0.0289 /sq ft	\$311	\$311	\$311
PP58000001 0T0I	0 NS NT	QUIKTRIP CORPORATION		4705 S 129TH AVE E	TULSA, OK 74134		17,137	\$0.0289 /sq ft	\$495	\$495	\$495
PP58000001 0T0II	5055 ROE BLVD	QUIKTRIP CORPORATION		4705 S 129TH AVE E	TULSA, OK 74134		12,933	\$0.0289 /sq ft	\$374	\$374	\$374
PP58000001 0T0III	0 NS NT	QUIKTRIP CORPORATION		4705 S 129TH AVE E	TULSA, OK 74134		20,924	\$0.0289 /sq ft	\$605	\$605	\$605
PP81000010 0001	5031 ROE BLVD	QUIKTRIP CORPORATION		PO BOX 3475	TULSA, OK 74101		7,009	\$0.0289 /sq ft	\$203	\$203	\$203
\$1,676											
PP63500000 0002	5125 ROE BLVD	ROE MARKETPLACE, LLC		11228 DELMAR ST	LEAWOOD, KS 66211		36,190	\$0.0289 /sq ft	\$1,046	\$1,046	\$1,046
PP78000000 0001	4702 MISSION RD	ROELAND PARK SERIES I LLC		3002 W 47TH AVE	KANSAS CITY, KS 66103		2,072	\$0.0289 /sq ft	\$60	\$60	\$60
PP78000000 0002	4706 MISSION RD	ROELAND PARK SERIES I LLC		3002 W 47TH AVE	KANSAS CITY, KS 66103		184	\$0.0289 /sq ft	\$5	\$5	\$5
\$65											
PP66000014 000A1	5110 CEDAR ST	ROELAND PARK UNITED METHODIST CHURCH		5110 CEDAR ST	ROELAND PARK, KS 66205		15,410	\$0.0289 /sq ft	\$445	\$445	\$445
PP66000014 0029	4910 W 51ST TER	ROELAND PARK UNITED METHODIST CHURCH		5110 CEDAR ST	ROELAND PARK, KS 66205		4,526	\$0.0289 /sq ft	\$131	\$131	\$131
PP66000014 000A1	5110 CEDAR ST	ROELAND PARK UNITED METHODIST CHURCH		5110 CEDAR ST	ROELAND PARK, KS 66205		3,342	\$0.0289 /sq ft	\$97	\$97	\$97
\$673											
PP82000000 0001	5041 REINHARDT DR	ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS		12615 PARALLEL PKWY	KANSAS CITY, KS 66109		730,670	\$0.0289 /sq ft	\$21,116	\$21,116	\$21,116
PP82000000 0002	3224 W 53RD ST	ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS		12615 PARALLEL PKWY	KANSAS CITY, KS 66109		1,354	\$0.0289 /sq ft	\$39	\$39	\$39
PP82000000 0003	0 NS NT	ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS		12615 PARALLEL PKWY	KANSAS CITY, KS 66109		21,265	\$0.0289 /sq ft	\$615	\$615	\$615
PP82000000 0004	4901 REINHARDT DR	ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS		12615 PARALLEL PKWY	KANSAS CITY, KS 66109-3748		93,614	\$0.0289 /sq ft	\$2,705	\$2,705	\$2,705
\$24,475											
PF251204-3001	4900 PARISH DR	ROSELAND SCHOOL DISTRICT 92	UNIFIED SCHOOL DIST #512, ROESLAND I	4900 PARISH DR	ROELAND PARK, KS 66205		169,138	\$0.0289 /sq ft	\$4,888	\$4,888	\$4,888
PP81000013 0022	4301 W 51ST ST	SWEENEY, ELLEN F. TRUSTEE		10123 PAWNEE LN	LEAWOOD, KS 66206		4,745	\$0.0289 /sq ft	\$137	\$137	\$137
PP74000000 0001	5150 ROE BLVD	TMM ROELAND PARK CENTER, LLC	KESSINGER/HUNTER & COMPANY, LC	2600 GRAND BLVD APT 700	KANSAS CITY, MO 64108		402,804	\$0.0289 /sq ft	\$11,641	\$11,641	\$11,641
PP74000000 0001A	0 NS NT	TMM ROELAND PARK CENTER, LLC	KESSINGER/HUNTER & COMPANY, LC	2600 GRAND BLVD APT 700	KANSAS CITY, MO 64108		11,932	\$0.0289 /sq ft	\$345	\$345	\$345
PP74000000 0002	4701 SYCAMORE DR	TMM ROELAND PARK CENTER, LLC	KESSINGER/HUNTER & COMPANY, LC	2600 GRAND BLVD APT 700	KANSAS CITY, MO 64108		50,943	\$0.0289 /sq ft	\$1,472	\$1,472	\$1,472
PP74000000 0003	5000 ROE BLVD	TMM ROELAND PARK CENTER, LLC	KESSINGER/HUNTER & COMPANY, LC	2600 GRAND BLVD APT 700	KANSAS CITY, MO 64108		25,153	\$0.0289 /sq ft	\$727	\$727	\$727
PP74000000 0004	5010 ROE BLVD	TMM ROELAND PARK CENTER, LLC	KESSINGER/HUNTER & COMPANY, LC	2600 GRAND BLVD APT 700	KANSAS CITY, MO 64108		25,196	\$0.0289 /sq ft	\$728	\$728	\$728
\$14,913											
PP63000017 0028	4908 JOHNSON DR	TOLLIE INVESTMENTS LLC		4908 JOHNSON DR	ROELAND PARK, KS 66205		8,760	\$0.0289 /sq ft	\$253	\$253	\$253
PP67250000 0005	4970 ROE BLVD	U S BANK NATIONAL ASSOCIATION	U S BANK CORP REAL ESTATE TAX DEPAR	RYAN PTS DEPT 908 PO BOX 460169	HOUSTON, TX 77056		16,547	\$0.0289 /sq ft	\$478	\$478	\$478
PP67250000 0005A	0 NS NT	U S BANK NATIONAL ASSOCIATION	CRE TAX DEPARTMENT	RYAN PTS DEPT 908 PO BOX 460169	HOUSTON, TX 77056		1,160	\$0.0289 /sq ft	\$34	\$34	\$34
\$512											
PP62000000 0001	4951 ROE BLVD	WG DST 1		PO BOX 1159	DEERFIELD, IL 60015		91,664	\$0.0289 /sq ft	\$2,649	\$2,649	\$2,649
PP63350000 0001	4705 ROE PKWY	XTIERRA PROPERTIES LLC		4705 ROE PKWY	ROELAND PARK, KS 66205		10,103	\$0.0289 /sq ft	\$292	\$292	\$292
NON-RESIDENTIAL TOTAL									\$116,669	\$116,669	\$116,669
Commercial Only											\$87,621
TOTAL FEE FOR ALL LOTS OUTSIDE OF BENEFIT DISTRICT AREA									\$256,157	\$256,157	\$256,157



ROELAND PARK'S STORMWATER UTILITY FEE BREAKDOWN

Situs Address (No Address for Lots without a Building)							# of Lots -or- Sq Ft	Rate	Subtotal for Owners with Multiple Lots		
Tax Property ID	Footprint	Owner Name	Mailing Name	Address	City State Zip				2024	2025	2026
RC-12-012 Breakdown (Expires 12/31/2024)											
Residential Lots (425 Lots)		RESIDENTIAL TOTAL					425	\$70 /Lot		\$29,750	\$29,750
Non-Residential Impervious Areas											
PP45000000 0068A	4740 MOHAWK DR	OAK GROVE ASSEMBLY		4740 MOHAWK DR	ROELAND PARK, KS 66205		26,816	\$0.0289 /sq ft		\$775	\$775
PP33000000 0009B	4104 W 48TH ST	WATER DISTRICT #1 OF JOHNSON	ATTN: ACCOUNTING	10747 RENNER BLVD	LENEXA, KS 66219		1,702	\$0.0289 /sq ft		\$49	\$49
BENEFIT DISTRICT RC-12-012 NON-RESIDENTIAL TOTAL							28,519	\$0.0289 /sq ft		\$824	\$824
RC-12-014 Breakdown (Expires 12/31/2025)											
Residential Lots (663 Lots)		RESIDENTIAL TOTAL					663	\$70 /Lot			\$46,410
Non-Residential Impervious Areas											
PP66000015 000A	5120 CEDAR ST	BD DIR JO CO LIBRARY		PO BOX 2933	SHAWNEE MISSION, KS 66201		24,403	\$0.0289 /sq ft			\$705
BENEFIT DISTRICT RC-12-014 NON-RESIDENTIAL TOTAL							24,403	\$0.0289 /sq ft			\$705
TOTAL FEE FOR ALL LOTS INSIDE OF BENEFIT DISTRICT AREA										\$30,574	\$77,689
TOTAL RESIDENTIAL FEES									\$126,280	\$156,030	\$202,440
TOTAL NON-RESIDENTIAL FEES									\$129,877	\$130,701	\$131,406
GRAND TOTAL OF STORMWATER UTILITY FEE FOR EACH YEAR									\$256,157	\$286,731	\$333,846





ROELAND PARK STORMWATER UTILITY FEE ASSESSMENT

LAMP
RYNEARSON

STORM WATER UTILITY DISCUSSION

1/5/22

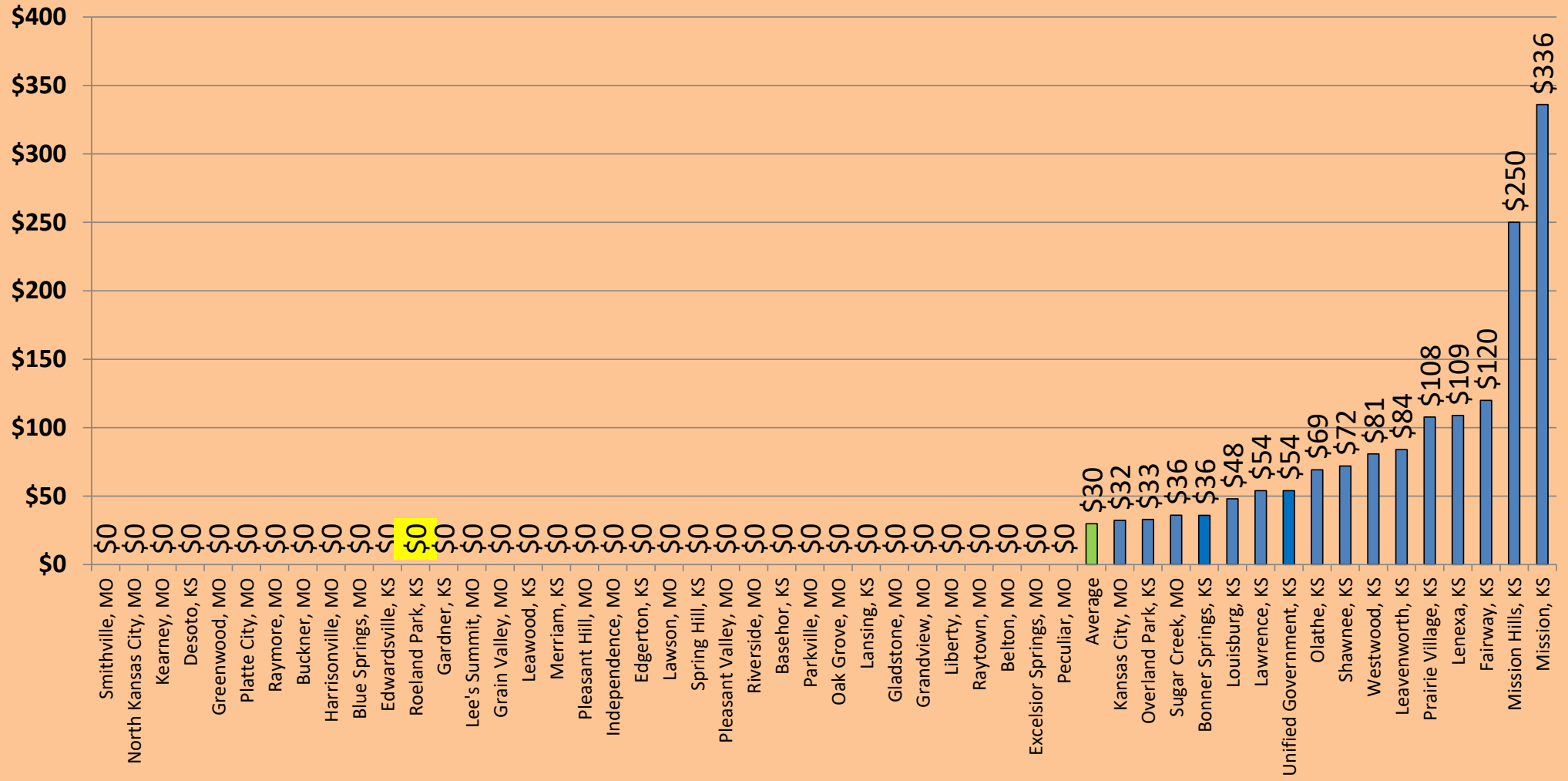
STORM WATER UTILITY ASSUMPTIONS & OVERVIEW

- Presumed fee of \$.0289/ impervious square foot.
- Presumed average \$70/yr. fee per single family lot.
- Utility fee would not be applied to lots currently subject to storm water improvement assessment. (Average Assessment for RC12= \$224, RC13= \$245, RC14= \$150; assessment lasts for 10 years, 1,339 lots currently pay an assessment, roughly half of the single family lots)
- Fee applied to all types of uses. The total fees by type of land use:
 - Single Family Lots= \$199,500
 - Multifamily/Commercial/Office/Industrial Sites= \$72,600
 - Churches and Schools= \$21,000
 - City Owned Facilities= \$12,500
- Total Estimated Annual Utility Fee Revenues Based Upon these Assumptions= \$305,600

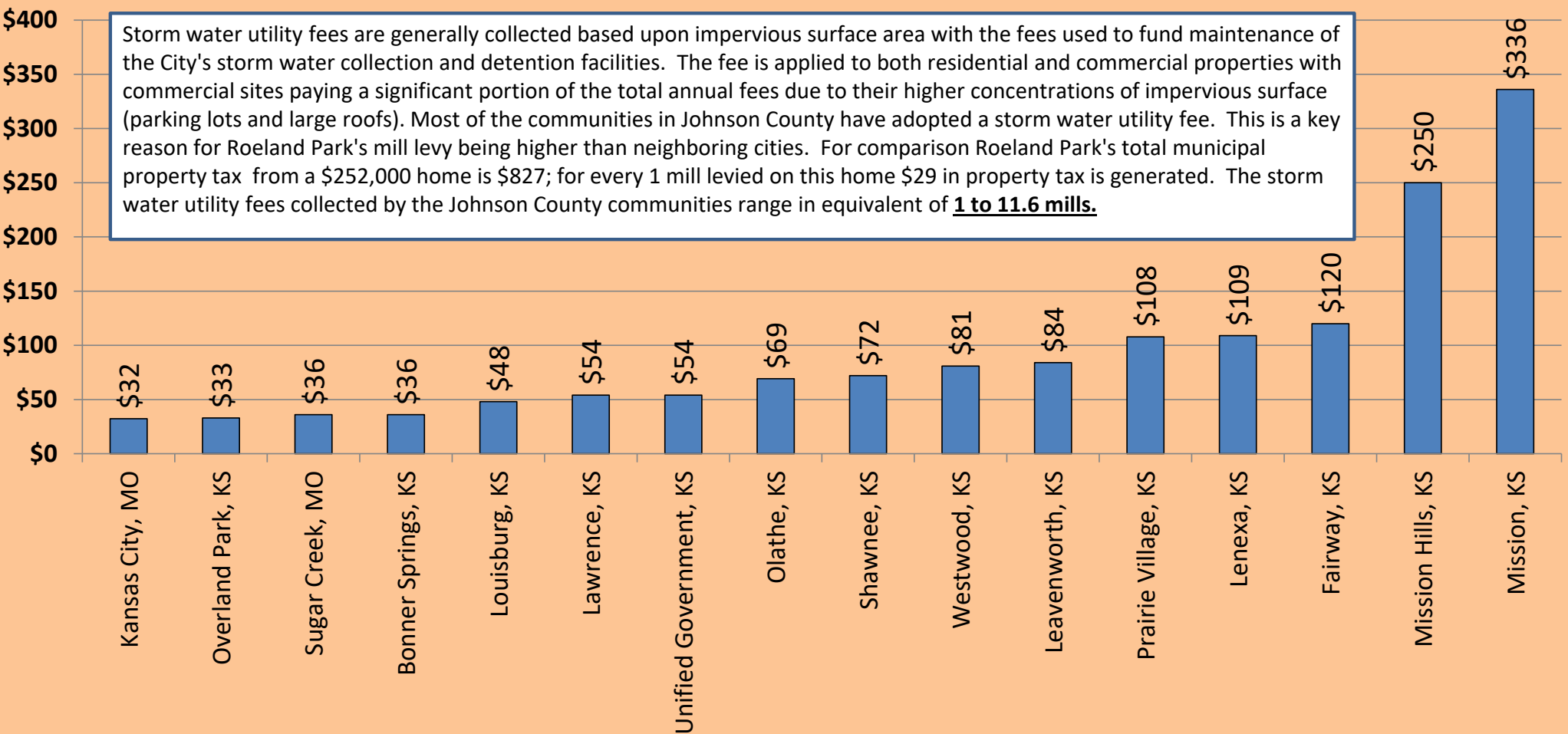
PROPERTY TAX AND STORM WATER ASSESSMENT INFORMATION

- 18% of property tax revenues come from commercial and 82% comes from residential properties.
- Each 1 mill equals \$103,000 in tax revenue, \$18.5k from commercial property and \$84.5k from residential property.
- Cities with a storm water utility in JOCO have fees that range from \$33 to \$336 per single-family lot, the average is \$131/yr./lot.
- The assumed \$70/yr./lot fee is less than half of the lowest current storm water improvement assessment in Roeland Park and 53% of the average storm water utility fee collected in JOCO per single family lot.

Storm Water Utility Cost for a Single Family- 2020



Storm Water Utility Cost for a Single Family- 2020



INITIAL IMPLEMENTATION

- Schools, churches, the City, and the Library do not pay property taxes but would generally be subject to a storm water utility fee imposed by a City.
- RC12 has 427 lots (equal to \$30k in utility fees), RC13 has 248 (equal to \$17k in utility fees) and RC 14 has 664 (equal to \$46k in utility fees) for a total of 1,339 lots currently subject to a storm water improvement assessment which would reduce the utility revenue by \$93k from the \$305,600 estimate; roughly 1/3 of the total.
- The initial implementation could generate around \$200k in storm water fees.
- Initial implementation could entail around a 2-mill reduction in the tax levy netting the budget impact to zero.

FULL IMPLEMENTATION

- Once all of the single family lots are paying the utility fee (2027) the mill could be reduced by 3 (from the current levy) and the net impact would be around a \$12 savings to an average home based upon the 2022 average home value of \$236,800.
- A 3-mill reduction would reduce property taxes paid by commercial property \$55.5k and reduce residential property taxes paid by \$253.5k.
- Commercial Property would see a net increase in taxes/fees paid of \$17,100 (\$72,600 in new storm sewer fees - \$55,500 in fewer property taxes).
- Residential Property would see a net decrease in taxes/fees paid of \$54,000 (\$199,500 in new storm sewer fees - \$253.,500 in fewer property taxes).
- Schools, Government Entities and Churches would see an increase in fees paid of \$33,500
- Net change in taxes and fees to the City of -\$3,400.

STEP IMPLEMENTATION ALTERNATIVES

- 6-year Implementation- If implementation occurred in 2022 initially excluding the lots subject to the storm improvement assessment but adding the utility fee to them as those assessments retire a six-year implementation could be planned where the mill is reduced by .5 each year from 2022 through 2027 with a total mill reduction of 3 over this period.
- 3-year Implementation- If implementation occurred in 2025 where the fee is applied to all lots and the storm improvement assessments would not be collected and instead most of the utility fees collected would be used to make the remaining three years of related debt service payments. This scenario could include a 1 mill reduction in 2025, 2026 and 2027 for a total reduction of 3 mill.
- If schools, churches and other tax-exempt entities were exempted, either the mill reduction would need to be smaller or the storm water fee larger.

ADDITIONAL CONSIDERATIONS

- If the storm water utility fee is not increased annually by the amount that property taxes would have increased on the presumed 3 mill reduction, the net decline in taxes and fees will grow from the initial -\$3,400. Future Councils will need to act on an annual basis to manage this delta.
- The Storm water utility revenue is restricted for use on maintenance and operation of the storm water system including street sweeping, curbs, inlets, piping, detention facilities, and drainage courses. For comparison, property taxes are not restricted to a specific use.
- If property taxes are reduced in an amount equal to storm water utility fees there is no change in service level provided.
- It can be argued that the cost of storm water services are accounted for with greater transparency through implementation of a storm water fee.

TAX VS FEE BURDEN COMPARISON

- Commercial properties have a higher property tax burden than residential properties. 25% of each \$1 of taxable commercial property is subject to the property tax mill, where only 11.5% of each \$1 of taxable residential property is subject to property tax. Commercial property pays 2.17 times the tax that residential property does on the same \$1 of property value.
- Land uses other than single family lots average 42% of impervious area per lot compared to single family lots which average 25% of impervious area. Based upon the averages per land use category the commercial properties would pay on average 1.68 times more storm water utility fees per square foot than single family properties.
- Based upon this comparison a property tax is a greater burden to commercial properties than a storm water fee.

PROS OF A STORM WATER FEE

- Pro- Implementing a storm water fee and reducing the mill rate will bring Roeland Park's mill rate down.
- Pro- A storm water fee would make Roeland Park comparable to other JOCO cities.
- Pro- A storm water fee diversifies the city's revenue sources.
- Pro- A storm water fee can stabilize revenues compared to property taxes (although property taxes are historically stable).
- Pro- A storm water fee arguably creates improved accuracy in accounting for the cost of the storm water system.

CONS OF A STORM WATER FEE

- Con- A storm water fee does not represent as great of a fee burden to commercial properties as the property tax it would be replacing (it is more of a burden to commercial than residential, just not as much of a burden as property tax).
- Con- If future councils choose not to increase the storm water fee to keep pace with increases in taxable value, this will result in less revenue. Consequently, the tax/fee burden will shift from commercial to residential properties.
- Con- Implementation could take years, potentially up to six years. This long runway poses a challenge because residents, newly elected officials and new staff will lack history and potentially question/debate/challenge full implementation.
- Con- A storm water fee has restrictive uses compared to property taxes.
- Con- Applying the storm water fee to uses that are currently exempt from property tax could bring objection from schools, churches, and other tax-exempt entities.

QUESTIONS AND DIRECTION

- Questions?
- Is implementing a storm water utility fee something Council would like to consider further?
- If so, would you like to consider initial implementation with only those properties currently not subject to a storm water improvement assessment?
- If so, would you want to employ an approach that results in a neutral impact upon revenues?



Stormwater Fee Program Comparisons

Schools, Churches, and Other Governmental Agencies

Kansas & Missouri Communities	SWU Fee?	Exemption Policy?	Comments
Bonner Springs, KS	YES	NO	Bonner Springs currently collects \$3 for all residential property and \$5.50 for non-residential property, <u>including schools, churches, governments, and non-profits</u> . However, these fees and procedures will be reviewed during the 2022 budget session.
Fairway, KS	YES	NO	Fairway <u>collects SWUF from their only church in town</u> . In addition, they also collect SWUF for two buildings owned by the KS Board of Regents (KU research facilities).
Kansas City, MO	YES	YES	Nearly every property within the City limits is charged a Stormwater fee, which is based upon the amount of impervious surface area on the property. Stormwater fees are not applied to properties that do not have impervious surfaces. In order to receive an exemption from the fee, a customer must complete our Stormwater Utility Impervious Surface Fee Exemption form and provide a copy of the State of Missouri tax exemption letter/documentation and <u>include the use of the exemption, i.e. church school, etc.</u> The Missouri State tax exemption is one of the criteria used to determine if a customer can be exempt from paying Stormwater fees. The other criteria are- ownership of the property, use of the property for tax exemption purpose and if the customer was paying Stormwater fees. There are no taxes associated with Stormwater accounts (the Stormwater fee has been called taxes).
Lawrence, KS	YES	NO	The City of Lawrence charges SWU Fee on their utility bill, therefore anyone who has a water account pays the fee. <u>There are no exemptions for non-profits or governments</u> . The City of Lawrence pays the fee as well on the City's properties in order to help support stormwater control.
Leavenworth, KS	YES	YES	Leavenworth charges schools, churches and non-profits. They also charge county facilities; however, <u>they do not charge state or federal properties</u> .
Lenexa, KS	YES	NO	
Louisburg, KS	YES	NO	Louisburg charges every utility account a flat \$4 fee on each bill. Utility customers include their gas, water, and sewer customers. Regardless of whether the customer is served gas, water or sewer, or any combination of the three, the \$4 fee applies. <u>There are no variances or exceptions to for any organizational/property type</u> .
Mission Hills, KS	YES	NO	



Stormwater Fee Program Comparisons Schools, Churches, and Other Governmental Agencies

Kansas & Missouri Communities	SWU Fee?	Exemption Policy?	Comments
Mission, KS	YES	NO	Revenue consists of an annual fee collected from each property in the City as an assessment on the property tax bill. The fee is set as a dollar amount per equivalent residential unit (ERU), which equals 2,600 sq. ft., the amount of impervious surface that an average single-family residential parcel is estimated to have. For FY 2022, the annual fee remains at \$28 per ERU/per month. A single-family parcel of property pays a storm water utility fee of \$336 per year. A larger parcel of property will pay a higher amount, determined by taking the total impervious surface for the parcel and dividing by 2,600 sq. ft. to determine the appropriate ERU multiplier. <u>The City collects the fee on all property – residential, commercial, non-profit, and government (including city owned property).</u>
Olathe, KS**	YES	YES	<u>Charitable, nonprofit organizations located in Olathe may qualify for a monthly discount on City non-residential stormwater service charges.</u> Any nonprofit organization located in Olathe and exempt from taxation under § 501(c)(3) of the Internal Revenue Code (IRS) are encouraged to apply. Upon receipt of needed information and approval of the discount, future monthly bills will be based on the nonprofit rate as stated in the most current Comprehensive Listing of Fees and Charges.
Overland Park, KS	YES	NO	Overland Park has a hybrid revenue structure in their Stormwater Utility Fund to address this issue. They use both a property tax component of about one mill, which tax-exempt properties are not subject to. They also have <u>a user fee component, which tax-exempt properties are subject to.</u>
Prairie Village, KS	YES	NO	Prairie Village uses a 0.100% stormwater utility fee, and <u>all properties are subject to it, including schools, churches, nonprofits, and other government organizations.</u> For residential properties, the City counts roof area and driveway area for the calculations. On commercial properties, (anything non-residential) the City counts all impervious surfaces.
Shawnee, KS	YES	YES	Shawnee charges all organizations, including internal departments, for their impervious area. <u>At times, the City has issued refunds (very few), only if the owner removes significant impervious area since the last calculation.</u>
Unified Government, KS	YES	NO	Currently, all property owners, from single -family units to schools and nonprofits, pays a flat \$6.00 monthly fee. However, the Unified Government is looking to revise their procedures. Two proposals are listed on their website .
Westwood, KS	YES	NO	

**Information obtained from City website

Item Number: **Ordinances and Resolutions:- IX.-**
 C.
Committee **1/17/2023**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/1/2022
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Ordinance 1040 Establishing a Storm Water Utility Policy (5 min)**
Item Type:

Recommendation:

Staff supports adopting a Storm Water Utility policy to take effect 7/1/23 in order to have this policy in place at the time when Council is establishing special assessments for the 2024 budget year.

Details:

Report for 1/17/23 Council Meeting:

Council provided direction at the 1/3/23 workshop to bring forward the ordinances necessary to establish the storm water utility policies at the next council meeting with the policy becoming effective 8/1/2023 to coincide with the timeframe when the City customarily establishes the special assessment amounts for the upcoming year (2024).

Charter Ordinance 39 authorizes the City to exempt itself from state storm water regulations and create its own storm water policy (step 1). Regular Ordinance number 1041 adopts city storm water policy including the storm water utility provisions (step 2). Using this two-step ordinance method will allow the new storm water policies to be incorporated into the appropriate section of the city code vs the policy existing in the "Charter Ordinance" section of the City code. This will make it much easier for residents and staff to reference/search for the policy.

-

-

Report for 1/3/23 Workshop:

During the 12/5/22 workshop discussion staff was asked to inquire what impact implementing the storm water fee would have on Roesland Elementary's budget. Per David Smith (SMSD Communications Officer) "there would be no impact on Roesland's budget, staffing, etc. Stormwater fees are paid from the district's Special Assessment Fund."

The estimated storm water utility fee for the Roesland properties is \$4,888 based upon 169,138 sf of impervious area consisting of playgrounds, roofs, parking, sidewalks, and drives.

Staff is looking for Council to confirm support of the \$.0289/sf storm water rate and move forward an ordinance adopting the storm water utility policy. These steps establish clear direction as well as firm fee estimates for 2024. This information will be provided to each commercial property owner with an impervious area map for their site along with the fee calculation as part of the education effort planned to occur well in advance of the 2024 storm water fee implementation. This extended lead time will provide property owners an extended period to plan for the fiscal impacts that the storm water fee may hold for them.

The attached Utility Fee by Property Owner list reflects the impervious area per lot as well as the storm water utility fee per lot. Properties with a storm water utility fee greater than \$2,000 have been highlighted in green. Some sites contain multiple lots under common ownership, a subtotal is provided for those.

A question was also raised as to why actual impervious area per single family lot is not used vs the estimation approach recommended. In short the impervious area for single family homes captured in the AIMS GIS system we are using only includes the building outline. Decks, patios, sidewalks, pools, sheds and driveways are not reflected and all of these are impervious. In order to include these elements the City would have to pay for a survey of each lot (2,850). Keeping this data up to date would also be a fiscal burden as these site elements do change regularly. The additional cost associated with gathering and maintaining imperious data per single family lot is prohibitive. In addition, the detail would not amount to a significant difference in the utility fee. For example, if a home has a 300 sf pool or 300 sf larger than average home the fee would in theory be \$8.67 more than the \$70.00 on an average lot.

Report for 12/5/22 Workshop:

Council discussed and provided direction on a 2022 Objective concerning implementing a storm water utility. Those discussions occurred as the Council was also working on the 2023 budget. Ultimately the Council's direction was to plan for implementing a stormwater utility with the 2024 budget/calendar year. Council also provided direction that a robust education campaign be implemented early to ensure ample time for property owners to plan for the new fee. The education program has begun.

Developing the policy which will govern the Storm Water Utility is the next step. The assumptions used during council discussions of the topic in 2022 have been incorporated into the attached draft code section. The City Attorney and City Engineer has developed the policy based upon the policies in place with other Johnson County cities.

Council also provided direction that all properties will be subject to the storm water utility fee. That includes government owned property, schools, churches and utilities. A storm water rate of \$.0289/sf of impervious surface was used during Council's initial discussion, this equated to a \$70 annual storm water utility fee for a single-family lot. The stormwater fee per property list attached is based upon the \$.0289/sf assumed rate. As part of the education efforts staff intends to provide each property owner with an estimate of the storm water fee that would be included on their property tax bill. Before providing that information, staff would like Council to confirm the rate will be \$.0289/sf of impervious area. Confirming the rate and establishing the stormwater utility code section are actions that should be coordinated to ensure accuracy. If the Council wants to achieve a larger reduction in the property tax mill they may elect a higher storm water utility rate. If Council

prefers a lower storm water utility rate, then the mill levy reduction will be correspondingly smaller. A reminder that the implementation of a storm water fee as discussed will provide for an equal offsetting reduction in property tax revenue through a planned series of mill levy reductions. Council's direction is to begin implementing the storm water utility in 2024 however properties subject to an existing storm drainage improvement assessment would not be subject to the storm water utility fee until their improvement assessment expires. It will take 3 years to fully implement the storm water utility fee on all properties.

The impervious area data has been updated and reviewed for accuracy by Larkin and staff. Based upon this information staff estimates a 2-mill reduction in the property tax rate would be possible for 2024 if the \$.0289/sf storm water rate is employed. 2025 is estimated to see a .10 mill reduction and 2026 would see an estimated .20 mill reduction as the storm water utility fee is implemented (for a total mill reduction of 2.30 at full implementation). Staff estimates that a 2.30 mill reduction in 2026 will result in \$65,000 less in property taxes from Commercial and Multifamily properties that are subject to property tax with the storm water fees from those properties totaling \$85,000. This results in a net increase of expense to these properties of \$20,000. Properties not subject to property tax (governmental, churches, schools, utilities) would see an increase in expense of \$30,000. Residential Properties should see a reduction in property tax of \$250,000 and an increase of storm water fee of \$200,000 for a net decrease of expense to residential properties of \$50,000.

Please review the list of estimated storm water utility fees attached for commercial, multifamily, governmental, schools, and churches, it is important that Council understand the amount to be paid by these entities.

The assumed method of applying the storm water fee is based upon impervious area (the primary element contributing to storm water run-off) which is consistent with the approach employed by the other JOCO cities with a storm water fee. For single family homes and duplexes a standard fee is calculated based on an average size lot with an average amount of impervious area. This simplifies the administrative process and addresses the limited impervious area information available for single family and two family lots via the AIMS mapping system. Maps reflecting the impervious area on commercial, multifamily, governmental, schools and churches will be sent along with the notice of estimated fee to those properties.

A storm water utility fee can be used to maintain, replace and operate the components of the storm water collection and conveyance system including, curbs, inlets, piping, open drainage ways along with staff, supplies and contractual services dedicated to storm sewer services. Street sweeping, catch basin cleaning, and brush/debris removal from drainage ways are examples of routine maintenance items that would also be eligible for funding through the storm water fee.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: Not until 2024 Budget
Line Item Code/Description:	

Additional Information

Council discussed this topic at their 1/3/22 workshop and indicated that they would like some time to consider and then continue the discussion. No additional information was requested by Council on 1/3/22. Council discussed the topic again on 3/21/22 where council requested a summary indicating how other communities with a storm water utility fee apply the fee to schools, churches, not for profits or other government agencies. Attached is that comparison; only a couple of cities provide exemption opportunities. Also attached are the documents from the 1/3/22 initial workshop discussion item.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
▣ Ordinance 1040 Establishing a Storm Water Utility Policy	Cover Memo
▣ Storm Water Fee Per Property	Cover Memo
▣ Example of Impervious Area Map	Cover Memo
▣ Storm Water Utility Options Presentation	Cover Memo
▣ Comparison of Exemptions Allowed	Cover Memo

**CITY OF ROELAND PARK, KANSAS
ORDINANCE NO. 1040**

AN ORDINANCE ESTABLISHING A STORMWATER UTILITY IN THE CITY OF ROELAND PARK, KANSAS AND PROVIDING ADDITIONAL PROVISIONS RELATING TO THE ESTABLISHMENT, OPERATION, MAINTENANCE, IMPROVEMENT, AND REGULATION OF SEWER SYSTEMS INCLUDING STORM AND SURFACE WATER DRAINAGE SYSTEMS AND FLOOD PROTECTION WORKS AND ALL ASPECTS OF THE MANAGEMENT OF THESE SYSTEMS.

WHEREAS, the City of Roeland Park, Kansas has exempted itself from the provisions of the Water Pollution Control Act by and through Charter Ordinance No. 39; and

WHEREAS, the City of Roeland Park, Kansas desires to establish its own rules and regulations regarding the establishment, operation, maintenance, and improvement of the City's storm water utility.

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

Section 1. Chapter XV, Article 6. "Stormwater Utility" of the City of Roeland Park, Kansas Municipal Code is hereby established to read as follows:

"15-601. PURPOSE AND FINDINGS.

- (a) Pursuant to K.S.A. 12-3101, et seq., as modified by City Charter Ordinance No. 39 and City Ordinance No. 1041, the City does hereby create a stormwater management program and does hereby establish a stormwater utility and declares its intention to operate the same.
- (b) A stormwater management program will provide both general and specific benefits to all property within the city and will include the provision of adequate systems of collection, conveyance, detention, retention, treatment and release of stormwater; the reduction of hazards to property and life resulting from stormwater runoff; improvement in general health and welfare through reduction of undesirable stormwater conditions; improvement of water quality in the stormwater system and its receiving waters; the provision of a planned and orderly system for managing and mitigating the effects of new development on stormwater and appropriate balancing between development and preservation of the natural environment.
- (c) The stormwater management program will also initiate innovative and proactive approaches to stormwater management within the city to address problems in areas of the city that currently are prone to frequent major flooding, protect property in the city from stream bank erosion and the attendant loss of natural resources and the reduction of property values, conserve natural stream assets within the city, enhance water quality, and assist in complying with the mandates of the National Pollutant Discharge Elimination System as created under the Federal Clean Water Act and associated state and federal laws and their supporting regulations.

- (d) Both standard and innovative stormwater management is necessary in the interest of the public health, safety and general welfare of the residents, businesses and visitors of the city.
- (e) Implementation of the stormwater management program will require the expenditure of significant amounts of public money.
- (f) All developed property in the city will benefit from the stormwater management program.
- (g) The city desires to distribute fairly costs of the stormwater management program implementation among all developed property.
- (h) The city has determined that the establishment of a stormwater utility is an appropriate method of funding the costs of implementing the stormwater management program.
- (i) The city has adopted Charter Ordinance No. 39, which grants to the city the authority to adopt, by ordinance, rules and regulations providing for the management and operation of a stormwater utility, fixing a stormwater service fee, requiring security for the payment thereof, providing methods and rules relating to the calculation and collection of the fees and for credits against the fees, and providing for the disposition of the revenues derived therefrom.
- (j) The stormwater service fee imposed by this article, is calculated by calculating the impervious area on the property multiplied by square footage rate, and such fee is neither a tax nor a special assessment, but a charge (in the nature of tolls, fees or rents) for services rendered or available.
- (k) The city has researched collection options and hereby determines that in order to promote efficiency, eliminate duplication of services, and utilize the most economically feasible method of fee collection, the stormwater service fee should be included on City of Roeland Park ad valorem real property tax bills issued by Johnson County, in accordance with an agreement to be negotiated with the County, which will be placed on file in the office of the city clerk.

15-602. DEFINITIONS.

- (a) In addition to the words, terms and phrases elsewhere defined in this Code, the following words, terms and phrases, as used in this article, shall have the following meanings:
 - a. *Bonds* means obligations of the city, for which the principal of and the interest on is paid in whole or in part from special assessments, service fees, sales tax, general ad valorem taxes, or any available city or stormwater utility fund revenues heretofore or hereafter issued to finance the costs of capital improvements.
 - b. *Building permit* means a permit issued by the building official of the City of Roeland Park that permits structure construction.
 - c. *Certificate of occupancy* means a certificate issued by the building official of the City of Roeland Park that permits a newly constructed or a new addition to real property to be occupied.
 - d. *City* means the City of Roeland Park, Kansas.
 - e. *Costs of capital improvements* means costs incurred by the stormwater utility in providing capital improvements as part of the stormwater management program, including, without limitation, alteration, enlargement, extension, improvement,

construction, reconstruction, and development of the stormwater system, professional services and studies connected therewith; principal and interest on bonds heretofore or hereafter issued, including payment of any delinquencies; studies related to the operation of the system; costs related to water quality enhancements, costs related to complying with federal, state or local regulations; acquisition of real and personal property by purchase, lease, donation, condemnation or otherwise; and for the costs associated with purchasing equipment, computers, furniture and all other items necessary or convenient for the operations of the stormwater utility.

- f. *Debt service means* an amount equal to the sum of all issuance costs, any interest payable on bonds during any fiscal year or years, and any principal installments payable on the bonds during such fiscal year or years.
- g. *Developed property means* real property, other than undeveloped land.
- h. *Director means* the director of public works department of the City of Roeland Park or the director's designee.
- i. *Extension and replacement means* cost of extensions, additions and capital improvements in, or the renewal and replacement of capital units of, or purchasing and installing of equipment for, the stormwater management program, or land acquisition for the stormwater management program and any related costs thereto, or paying extraordinary maintenance and repairs, including the costs of capital improvements or any other expense that is not costs of operation and maintenance or debt service.
- j. *Fiscal year means* a twelve-month period commencing on the first day of January of any year.
- k. *Governing body means* the governing body of the City of Roeland Park, Kansas.
- l. *Impervious area means* the total number of square feet of hard surface on a given property that either prevents or retards the entry of water into the soil matrix, and/or causes water to run off the surface in greater quantities or at an increased rate of flow, than it would enter under conditions similar to those on undeveloped land. Impervious area includes but is not limited to, roofs, roof extensions, driveways, pavement, swimming pools, sidewalks, porches, decks, patios and athletic courts.
- m. *Non-single family residential property means* all property that is not classified as single family residential property by the Johnson County, Kansas Appraiser's Office.
- n. *Operating budget means* the annual budget established for the stormwater utility for the succeeding fiscal year.
- o. *Operations and maintenance means*, without limitation, the current expenses, paid or secured, of operation, maintenance and repair and replacement of the stormwater management program or for implementing the stormwater management program as calculated in accordance with generally accepted accounting practices, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses including professional services, equipment costs, labor costs, and the cost of materials and supplies used for current operations.
- p. *Person shall mean* any person, firm, corporation, association, partnership, political unit, or organization.

- q. *Revenues* means all rates, fees, assessments, rentals, or other charges or other income received by the stormwater utility in connection with the management and operation of the stormwater management program, including amounts received from investment or deposit of monies in any fund or account, as calculated in accordance with sound accounting practices.
- r. *Service fee rate* means the fee rate per square foot of impervious area as established in the Fee Resolution adopted and periodically updated by the governing body.
- s. *Sewer, sewer system* shall mean surface water and storm sewers that exist at the time this Charter Ordinance is adopted or that are hereafter established and all appurtenances necessary in the maintenance, operation, regulation, and improvements of the same, including, but not limited to, pumping stations; enclosed sewer systems; outfall sewers; surface drains; street, curb and alley improvements associated with storm or surface water improvements; natural and manmade wetlands; channels; ditches; rivers; streams; other Stormwater conveyances; detentions and retention facilities; and other flood control facilities and works for the collection, conveyance, pumping, treating, controlling, managing and disposing of water carried pollutants or storm or surface water.
- t. *Single family residential property* means property used primarily for one-family intended for occupancy as separate living quarters for one family, with a kitchen plus sleeping and sanitary facilities in single family detached residential unit or a two family attached residential unit located thereon within the city limits, as established by the governing body of the city.
- u. *Stormwater management program* means all aspects of work necessary to perform and provide storm and surface water services in the city, including but not limited to administration, planning, engineering, operations, maintenance, best management practices, control measures, public education, citizen participation, regulation and enforcement, protection, and capital improvements, plus such non-operating expenses as reserves and bond debt service coverage as are associated with provision of the stormwater management program.
- v. *Stormwater service fee* means a fee authorized by this article and the City's Fee Resolution, as amended, charged to owners of property served and benefited by the stormwater utility and shall be the product of multiplying the impervious area by the service fee rate.
- w. *Stormwater system* means surface water and storm sewers and all appurtenances necessary in the maintenance, operation, regulation, and improvement of the same, including, but not limited to, pumping stations; enclosed storm sewers; outfall sewers; surface drains; street, curb and alley improvements associated with storm or surface water improvements; natural and manmade wetlands; channels; ditches; rivers; streams; detention and retention of facilities; and other flood control facilities and works for the collection, conveyance, pumping, infiltration, treating, controlling, managing and disposing of water carried pollutants or storm or surface water.
- x. *Stormwater utility* means the utility created by this article for the purpose of implementing and funding the stormwater management program.

- y. *Undeveloped land* means land that has not been built upon or altered from its natural condition in a manner that disturbed or altered the topography or soils on the property to the degree that the entrance of water into the soil matrix is prevented or retarded.

15-603. ADMINISTRATION.

- (a) The public works director shall manage the stormwater utility. Public works director shall be responsible for developing and implementing stormwater management plans and solely managing facilities, stormwater systems and storm sewers. This utility shall charge a stormwater service fee based on individual contribution of runoff to the system, benefits enjoyed and service received. The stormwater utility shall be administered by Director under the direction and supervision of the City Administrator and shall have the power to undertake the following activities to implement the stormwater management program:
 - a. Advise the governing body on matters relating to the stormwater management program and to make recommendations to the governing body concerning the adoption of ordinances, resolutions, policies, guidelines and regulations in furtherance of the objectives of the stormwater management program.
 - b. Undertake studies, acquire data, prepare master plans, analyze policies or undertake such other planning and analyses as may be needed to address concerns related to stormwater with the city and to further the objectives of the stormwater management program, and to undertake activities designed to communicate, educate and involve the public and citizens in addressing these issues or in understanding and abiding by the elements of the stormwater management program.
 - c. Acquire, design, construct, operate, maintain, expand, or replace any element or elements of the stormwater system, including funding the acquisition of easements by eminent domain, and obtaining title or easements (or real property) other than by eminent domain, over any real or personal property that is part of, will become part of or will protect the stormwater system, or is necessary or convenient for the implementation of the stormwater management program.
 - d. Regulate, establish standards, review, and inspect the design, construction or operation and maintenance of any stormwater system that is under the control of private owners, whether or not such systems are required or intended for dedication to the public storm sewer system, when such systems have the potential to impact, enhance, damage, obstruct or affect the operation and maintenance of the stormwater system or the implementation of the stormwater management program.
 - e. Regulate, establish standards, review and inspect land use or property owner activities when such activities have the potential to affect the quantity, timing, velocity, erosive forces, quality, environmental value or other characteristics of stormwater which would flow into the stormwater system or in any way effect the implementation of the stormwater management program.
 - f. Undertake any activities related to stormwater management when such activities are recommended by applicable federal, state or local agencies or when such activities are required by any permit, regulation, ordinance, or statute governing stormwater or water quality concerns.

- g. Analyze the cost of services and benefits provided by the stormwater utility and the structure of fees, service charges, credits, and other revenues on an annual basis and make recommendations to the governing body regarding the same.
- h. Undertake expenditures as required to implement these activities, including all costs of capital improvements, operations and maintenance, debt service, and other costs as required.

15-604. BUDGET.

The city shall, as part of its annual budget process, adopt capital and operating budget for the stormwater utility. The operating budget shall conform to state law, city policy and generally accepted accounting practices. The initial operating budget will commence January 1, 2024.

15-605. STORMWATER SERVICE FEE.

- (a) Subject to the provisions of this article, a stormwater service fee is imposed on all real property located within the city. City owned property and city maintained property that is constructed and/or located on public right-of-way, public trails, public streets, public alleys, and public sidewalks will be exempt from the imposition of the stormwater utility fee. The governing body, upon recommendation of the director, shall, from time to time, by resolution establish the service fee rate for each square foot of impervious area consistent with the benefits to be provided.
- (b) The stormwater service fee for single family residential property shall be the product of the service fee rate multiplied by an assumed average single family lot size of 7,700 square feet with an assumed average impervious area of 30% or 2,310 square feet. The stormwater service fee for a duplex to be 150% of the single-family fee.
- (c) Stormwater service fee for non-single family residential property shall be the product of the service fee rate multiplied by the number of impervious square feet calculated by the sum of the building roofs, roof extensions, driveways, parking lots, swimming pools, athletic courts and other impervious area(s).
- (d) In the event of a newly constructed unit, the charge for the stormwater service fee attributable to that unit shall commence upon the issuance of the building permit for that unit, or additional development to property that is already developed, or if construction is at least 50 percent complete and is halted for period of three months, then that unit shall be deemed complete and the stormwater service fee shall commence at the end of the three month period.
- (e) Any increase or decrease in the impervious square feet associated with new or remodeling construction shall commence upon the issuance of the certificate of occupancy. The stormwater service fee shall be based on the status of the property on May 31 of each year.
- (f) In performing this calculation, the numerical factor for the impervious square feet shall be rounded to the nearest hundred square feet.
- (g) For common property, the director shall calculate and allocate the stormwater service fee pro-rata among the owners of record of the common property.
- (h) The director shall make initial calculations in accordance with the methods established in this section to determine the number of impervious square feet is located on all property and may

from time to time change this calculation from the information and data deemed pertinent. With respect to new construction, the director may require that the applicant for development approval submit square footage impervious area calculations.

- (i) A property subject to an existing storm drainage improvement assessment will not be subject to the stormwater utility fee until the storm drainage improvement assessment has expired.
- (j) If the owner of property, for which a stormwater service fee has been imposed, disagrees with the calculation of the stormwater service fee imposed upon such owner's property, the owner may request a recalculation of the fee to the director.
- (k) The fee for single and two family residential properties and the rate per square foot of impervious surface shall be established in the Fee Resolution adopted by Council.

15-606. APPEAL PROCEDURE.

- (a) Owners of property other than single and two family homes, for which a stormwater service fee has been imposed, who disagree with the calculation of the stormwater service fee may appeal the calculation or finding to the city administrator or his or her designee.
- (b) The appellant, who must be the property owner, must file a written notice of appeal, including the basis of the appeal, with the city clerk within 30 days following distribution of Johnson County ad valorem tax bills. The appellant shall provide information including a land survey prepared by a surveyor registered in the State of Kansas showing total property square foot area, type of surface material, and impervious square foot area. Based on the information provided, the city administrator shall make a determination as to whether the stormwater service fee should be adjusted or eliminated for the subject property. The city administrator shall notify the appellant in writing of the decision.
- (c) A person shall have the right to appeal the decision of the city administrator to the Public Works Committee. Such appeal shall be made within ten days of the date of the city administrator's written decision and shall be presented in the same manner as the original appeal. The Public Works Committee shall consider the appeal and issue a written decision on the appeal within 30 days of the receipt of the presented appeal.
- (d) The burden of proof shall be on the appellant to demonstrate, by clear and convincing evidence, that the determination of the stormwater service fee is erroneous.
- (e) The filing on a notice of appeal shall not stay the imposition, calculation or duty to pay the fee. The appellant shall pay the stormwater service fee to Johnson County as stated in the billing. If either the city administrator or the Public Works Committee determines that the appellant should pay a fee, pay a fee amount less than the amount appealed, or receive a credit, the city shall issue a check to the appealing party in the appropriate amount within ten days of the date of the applicable written decision.
- (f) The decision of the Public Works Committee shall be final, and any further appeal of this decision shall be to the Tenth Judicial Court of the State of Kansas by way of the K.S.A. 60-201 et seq.

15-607. STORMWATER SERVICE FEE COLLECTION.

- (a) The stormwater service fee shall be billed by the Johnson County Clerk and collected by the Johnson County Treasurer. The stormwater service fee shall be shown as a separate item on the county's annual ad valorem real property tax statement, in accordance with the procedures established in an agreement, pursuant to K.S.A. 12-2908, between the city and the county, as hereby authorized. The payment of stormwater service fee bills for any given property shall be the responsibility of the owner of the property.
- (b) To the extent permitted by applicable law, a stormwater service fee shall be subject to interest for late payment at a rate that is the same as the rate prescribed in K.S.A. 79-2004, as amended and K.S.A. 79-2968, as amended, shall constitute a lien on the applicable property, and shall be collected in the same manner as ad valorem real property taxes collected by the county, regardless of whether the stormwater service fee was incurred when a property owner was in possession of the property or a non-owner was in possession of the property.

15-608. STORMWATER UTILITY FUND.

Stormwater service fees, dedicated ad valorem taxes and other available revenues shall be paid into a fund that is hereby created and shall be known as the Stormwater Utility Fund. This fund shall be used for the purpose of paying the costs of capital improvements, extension and replacement, operations and maintenance, debt service and any other costs associated with the implementation and operation of the stormwater management program.

15-609. FLOODING LIABILITY.

Floods from stormwater runoff may occur which exceed the capacity of the storm drainage facilities constructed, operated, or maintained by funds made available under this chapter. This chapter shall not be construed or interpreted to mean that property subject to the fees and charges established herein will always (or at any time) be free from stormwater flooding or flood damage, or the stormwater systems capable of handling all storm events can be cost-effectively constructed, operated, or maintained. Nor shall this chapter create any liability on the part of, or cause of action against, the city, or any official or employee thereof, for any flood damage that may result from such storms or stormwater runoff. Nor does this chapter purport to reduce the need of the necessity for obtaining flood insurance by individual property owner.

15-610. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this article is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.”

SECTION 2. This Charter Ordinance shall take effect after its publication in the official City newspaper, and shall have an effective date of August 1, 2023.

PASSED by the Governing Body, a majority of the elected members voting in favor thereof, this ____ day of _____, 2023.

Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steven E. Mauer, City Attorney

Stormwater Utility Fee Data Used & Methodology

Data:

- Parcel Data from JoCoAIMS – dated 10.11.2022
- 2022 Aerial Imaging from JoCoAims was used to draw in the impervious areas
- Impervious Area Data – Buildings, Recreation and Pavement Data from JoCoAIMS acquired 9-29-2022. This data was modified to capture all impervious surfaces within all Non-Residential Lots.

Methodology Notes:

- Non-Residential Lots – Lots that are not classified as Single Family, Duplex or Multifamily and public right-of-way.
- Residential Lots – Single Family, Duplex, Multifamily (regardless if structure used for renting or owning).
- Impervious Areas Updated using Construction Plans – R Park Phase 3, Community Center, Sunflower Development
- Sidewalks were not added towards the impervious area on commercial parcels with a dedicated sidewalk easement / dedicated ROW.
- Playgrounds, football fields, packed gravel driveways are considered impervious as they are designed to not grow vegetation and contribute to runoff into the storm sewer system.
- No credit provided for sites with detention basins as the collected runoff continues to use the City stormwater system to drain.

Round 2 Modifications – November 2022:

- City comments for impervious areas and non-residential lots were addressed.
- Impervious Areas were rechecked, and some modifications were made to a handful of lots due to cleaning up lines, removing islands, adding sidewalk.
- As a QC, the impervious areas were merged to ensure no overlapping sub areas existed. The Summarize Within tool was used in ArcPro to calculate the impervious areas within each non-residential lot. The merged areas were back checked against the areas calculated using the tool Summarize within to ensure accuracy.

ROELAND PARK'S STORMWATER UTILITY FEE SUMMARY

	# of Lots -or- Sq Ft	Rate	2024	2025	2026
<u>Lots Outside of Benefit District</u>					
Residential Lots Outside of the Benefit Districts (2892 SFR Lots minus RC-12 lots)	1,804	\$70 /Lot	\$126,280	\$126,280	\$126,280
Non-Residential Impervious Square Footage	4,036,996	\$0.0289 /sq ft	\$116,669	\$116,669	\$116,669
City of Roeland Park Impervious Square Footage	457,011	\$0.0289 /sq ft	\$13,208	\$13,208	\$13,208
<u>Benefit District (RC-12) Lots</u>					
RC-12-012 Breakdown (# of Lots = 427) (Expires 12/31/2024)					
Residential Lots (425 Lots)	425	\$70 /Lot		\$29,750	\$29,750
Non-Residential Impervious Square Footage in RC-12-012 (2 Lots)	28,519	\$0.0289 /sq ft		\$824	\$824
RC-12-014 Breakdown (# of Lots = 664) (Expires 12/31/2025)					
Residential Lots (663 Lots)	663	\$70 /Lot			\$46,410
Non-Residential Impervious Square Footage in RC-12-014 (1 Lot)	24,403	\$0.0289 /sq ft			\$705
RESIDENTIAL FEES			\$126,280	\$156,030	\$202,440
NON-RESIDENTIAL FEES			\$129,877	\$130,701	\$131,406
GRAND TOTAL STORMWATER UTILITY FEES			\$256,157	\$286,731	\$333,846

Notes:

Residential Assumption Used: 70'x110' with 30% impervious area, rounded up.

2922 Lots with SFR or Duplex as landuse (minus split lots etc). This number is as close as we can get without having to review each parcel having no situs address or vacant designation and comparing owner names etc.

In 2023 1 mill equals roughly \$120,000 in tax revenue to the City.

Value of 1 mill	\$	128,400	\$	136,104	\$	144,270
Estimated Mill Reduction		\$1.99		\$2.11		\$2.31



ROELAND PARK'S STORMWATER UTILITY FEE BREAKDOWN

	Situs Address (No Address for Lots without a Building					# of Lots -or- Sq Ft	Rate	Subtotal for				
	Tax Property ID	Footprint)	Owner Name	Mailing Name	Address			City State Zip	Owners with Multiple Lots	2024	2025	2026
LOTS OUTSIDE OF THE BENEFIT DISTRICT												
Residential Lots						RESIDENTIAL TOTAL	1,804	\$70 /Lot		\$126,280	\$126,280	\$126,280
City of Roeland Park Impervious Areas	PP59000000 0002	5150 GRANADA ST	CITY OF ROELAND PARK				10,833	\$0.0289 /sq ft		\$313	\$313	\$313
	PF251204-3014	4800 ROE PKWY	CITY OF ROELAND PARK				68,517	\$0.0289 /sq ft		\$1,980	\$1,980	\$1,980
	PF251209-1001	5535 JUNIPER ST	CITY OF ROELAND PARK				81,852	\$0.0289 /sq ft		\$2,366	\$2,366	\$2,366
	PF251209-1003	0 NS NT	CITY OF ROELAND PARK				1,306	\$0.0289 /sq ft		\$38	\$38	\$38
	PP50000000 0001	4801 NALL AVE	CITY OF ROELAND PARK				40,904	\$0.0289 /sq ft		\$1,182	\$1,182	\$1,182
	PP50000000 0002	4850 ROSEWOOD DR	CITY OF ROELAND PARK				199,331	\$0.0289 /sq ft		\$5,761	\$5,761	\$5,761
	PP63000017 0030A	0 NS NT	CITY OF ROELAND PARK				763	\$0.0289 /sq ft		\$22	\$22	\$22
	PP63000017 0031	4812 JOHNSON DR	CITY OF ROELAND PARK				8,219	\$0.0289 /sq ft		\$238	\$238	\$238
	PP63000017 0032	4800 JOHNSON DR	CITY OF ROELAND PARK				9,195	\$0.0289 /sq ft		\$266	\$266	\$266
	PP66000022 0009	0 NS NT	CITY OF ROELAND PARK				4,614	\$0.0289 /sq ft		\$133	\$133	\$133
	PP67010000 0U01	0 NS NT	CITY OF ROELAND PARK				26,129	\$0.0289 /sq ft		\$755	\$755	\$755
	PP67010000 0U03	0 NS NT	CITY OF ROELAND PARK				5,349	\$0.0289 /sq ft		\$155	\$155	\$155
						CITY TOTAL	457,011	\$0.0289 /sq ft		\$13,208	\$13,208	\$13,208
Non-Residential Impervious Areas	PP63000017 0024	5000 JOHNSON DR	5000 JOHNSON DRIVE PROPERTIES LLC		13613 S HWY 71	GRANDVIEW, MO 64030	13,793	\$0.0289 /sq ft		\$399	\$399	\$399
	PP67250000 0002	4960 ROE BLVD	AGREE LIMITED PARTNERSHIP		RYAN LLC PO BOX 460389	HOUSTON, TX 77056	322,024	\$0.0289 /sq ft		\$9,306	\$9,306	\$9,306
	PP67250000 0002A	0 NS NT	AGREE LIMITED PARTNERSHIP		RYAN LLC PO BOX 460389	HOUSTON, TX 77056	103,774	\$0.0289 /sq ft		\$2,999	\$2,999	\$2,999
									\$12,306			
	PP62000000 0004	0 NS NT	ALDI INC.		RYAN TAX COMPLIANCE SERVICES, LLC F HOUSTON, TX 77056		26,621	\$0.0289 /sq ft		\$769	\$769	\$769
	PP62000000 0005	4801 ROE BLVD	ALDI INC.	STORE #59	RYAN TAX COMPLIANCE SERVICES, LLC F HOUSTON, TX 77056		49,505	\$0.0289 /sq ft		\$1,431	\$1,431	\$1,431
									\$2,200			
	PP78000000 0003	4710 MISSION RD	ALH ENTERPRISES, LLC		4710 MISSION RD	ROELAND PARK, KS 66205	8,833	\$0.0289 /sq ft		\$255	\$255	\$255
	PF251204-1020	4700 ROE PKWY	ALLIED CONSTRUCTION, INC.		PO BOX 937	DES MOINES, IA 50304	66,834	\$0.0289 /sq ft		\$1,932	\$1,932	\$1,932
	PP63000017 0025	4926 JOHNSON DR	AMOS FAMILY, INC.		10901 JOHNSON DR	SHAWNEE, KS 66203	8,650	\$0.0289 /sq ft		\$250	\$250	\$250
	PP63000017 0029	4900 JOHNSON DR	ASSET COMBINER, LLC		4900 JOHNSON DR	ROELAND PARK, KS 66205	9,488	\$0.0289 /sq ft		\$274	\$274	\$274
	PP67250000 0001	4950 ROE BLVD	BELLA ROE LOTS 1 AND 4 07 A, LLC,		12411 VENTURA BLVD	STUDIO CITY, CA 91604	209,001	\$0.0289 /sq ft		\$6,040	\$6,040	\$6,040
	PP67250000 0004	4980 ROE BLVD	BELLA ROE LOTS 1 AND 4 07 A, LLC,		12411 VENTURA BLVD	STUDIO CITY, CA 91604	36,518	\$0.0289 /sq ft		\$1,055	\$1,055	\$1,055
	PP67250000 0004A	0 NS NT	BELLA ROE LOTS 1 AND 4 07 A, LLC,		12411 VENTURA BLVD	STUDIO CITY, CA 91604	2,224	\$0.0289 /sq ft		\$64	\$64	\$64
	PP67250000 0003	4990 ROE BLVD	BELLA ROE LOTS 2 3 AND 6 07 A LLC	ACF PROPERTY MANAGEMENT	12411 VENTURA BLVD	STUDIO CITY, CA 91604	28,278	\$0.0289 /sq ft		\$817	\$817	\$817
	PP67250000 0T0A	0 NS NT	BELLA ROE LOTS 2 3 AND 6 07 A LLC	ACF PROPERTY MANAGEMENT	12411 VENTURA BLVD	STUDIO CITY, CA 91604	41,282	\$0.0289 /sq ft		\$1,193	\$1,193	\$1,193
	PP67250000 0T0A2	0 NS NT	BELLA ROE LOTS 2 3 AND 6 07 A LLC	ACF PROPERTY MANAGEMENT	12411 VENTURA BLVD	STUDIO CITY, CA 91604	1,525	\$0.0289 /sq ft		\$44	\$44	\$44
	PP67250000 0T0A1	0 NS NT	BELLA ROE LOTS 2 3 AND 6 07 A LLC	ACF PROPERTY MANAGEMENT	12411 VENTURA BLVD	STUDIO CITY, CA 91604	7,632	\$0.0289 /sq ft		\$221	\$221	\$221
	PP67250000 0003A	0 NS NT	BELLA ROE LOTS 2 3 AND 6 19 B LLC		12411 VENTURA BLVD	STUDIO CITY, CA 91604	14,360	\$0.0289 /sq ft		\$415	\$415	\$415
	PP67250000 0003B	0 NS NT	BELLA ROE LOTS 2 3 AND 6 19 B LLC		12411 VENTURA BLVD	STUDIO CITY, CA 91604	1,854	\$0.0289 /sq ft		\$54	\$54	\$54
									\$9,903			
	PF251204-1019	4710 ROE PKWY	B-H ACQUISITION, LLC	SHROPSHIRE, D. GARRETT	4710 ROE PKWY	ROELAND PARK, KS 66205	49,679	\$0.0289 /sq ft		\$1,436	\$1,436	\$1,436
	PP81000019 0018A	5201 ROE BLVD	BINK'M COMPANY LLC		2540 KIPLING ST	LAKEWOOD, CO 80215	7,690	\$0.0289 /sq ft		\$222	\$222	\$222
	PP64000000 0000	4800 SKYLINE DR	BOULEVARD APARTMENTS, LLC	NOLAN REAL ESTATE SERVICES INC	2020 W 89TH ST # 320	LEAWOOD, KS 66206	582,699	\$0.0289 /sq ft		\$16,840	\$16,840	\$16,840
	PF251204-1005	4717 ROE PKWY	CITY OF FAIRWAY		FAIRWAY CITY HALL 5240 BELINDER RD	FAIRWAY, KS 66205	43,267	\$0.0289 /sq ft		\$1,250	\$1,250	\$1,250
	PP09150000 0002	4700 JOHNSON DR	COMMERCE BANK		8000 FORSYTH BLVD APT 1300	ST. LOUIS, MO 63105	25,056	\$0.0289 /sq ft		\$724	\$724	\$724
	PP63000017 0030	4818 JOHNSON DR	D & G BUILDING PARTNERSHIP		4818 JOHNSON DR	ROELAND PARK, KS 66205	7,898	\$0.0289 /sq ft		\$228	\$228	\$228
	PP06000000 0009	4101 W 54TH TER	G & A RENTAL PROPERTIES LLC		5420 PAWNEE LN	FAIRWAY, KS 66205	19,342	\$0.0289 /sq ft		\$559	\$559	\$559
	PP66000009 0006A	0 NS NT	HAINEN PARTNERS LLC		13501 ABERDEEN PKWY	LEAWOOD, KS 66224	483	\$0.0289 /sq ft		\$14	\$14	\$14
	PP06000000 0010A	5500 BUENA VISTA ST	HOEDL PROPERTIES LLC		PO BOX 7016	KANSAS CITY, MO 64113	4,632	\$0.0289 /sq ft		\$134	\$134	\$134



ROELAND PARK'S STORMWATER UTILITY FEE BREAKDOWN

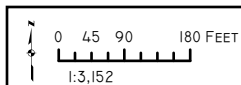
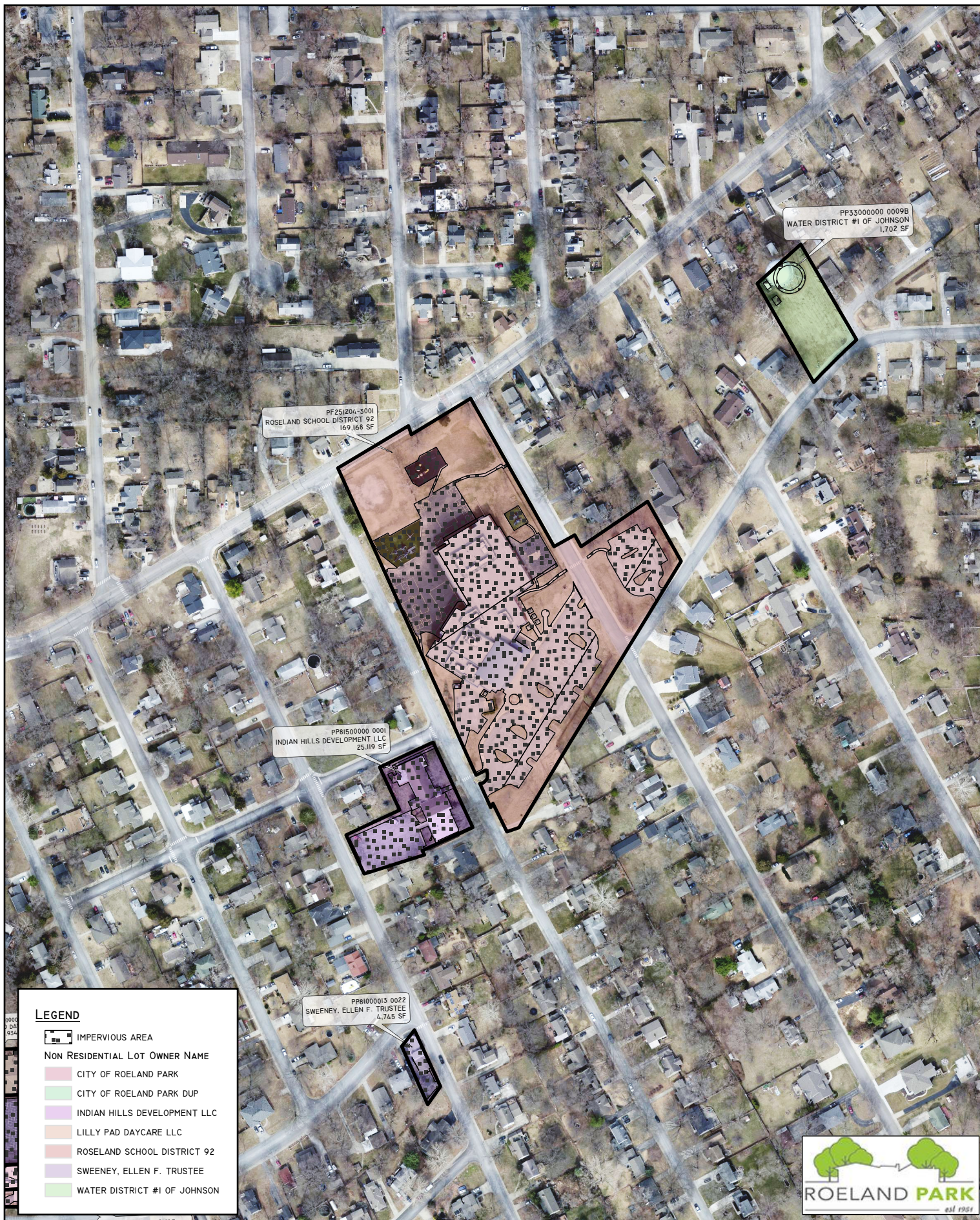
Situs Address (No Address for Lots without a Building)							# of Lots -or- Sq Ft	Rate	Subtotal for Owners with Multiple Lots		
Tax Property ID	Footprint)	Owner Name	Mailing Name	Address	City State Zip				2024	2025	2026
PP66000027 0027	5204 ROE BLVD	IMAGINE ENTERPRISES LLC		5204 ROE BLVD	ROELAND PARK, KS 66205		3,291	\$0.0289 /sq ft	\$95	\$95	\$95
PP81500000 0001	5015 BUENA VISTA ST	INDIAN HILLS DEVELOPMENT LLC		6436 ENSLEY LN	MISSION HILLS, KS 66208		25,119	\$0.0289 /sq ft	\$726	\$726	\$726
PP62000000 0003	4811 ROE BLVD	JL GROUP HOLDINGS I, LLC		3000 EXECUTIVE PKWY APT 515	SAN RAMON, CA 94583		35,313	\$0.0289 /sq ft	\$1,021	\$1,021	\$1,021
PF251204-4001	4050 SHAWNEE MISSION PKWY	JWH PROPERTIES, LLC		2651 N 231ST ST W	ANDALE, KS 67001		13,521	\$0.0289 /sq ft	\$391	\$391	\$391
PF251204-1001	4702 ROE PKWY	K C POWER & LIGHT CO.	SHANNON L. GREEN JR. TAX DEPARTMEN	PO BOX 418679	KANSAS CITY, MO 64141		123,100	\$0.0289 /sq ft	\$3,558	\$3,558	\$3,558
PP03000000 0001B	4700 FONTANA ST	K C POWER & LIGHT CO.	SHANNON L. GREEN JR. TAX DEPARTMEN	PO BOX 418679	KANSAS CITY, MO 64141		21,728	\$0.0289 /sq ft	\$628	\$628	\$628
\$4,186											
PP66000009 0014	5812 ROELAND DR	KELLERMAN, RYAN		5812 ROELAND DR	ROELAND PARK, KS 66205		8,554	\$0.0289 /sq ft	\$247	\$247	\$247
PP66000009 0015	5100 JOHNSON DR	KHETANI, INC.		211 E FLAMING RD	OLATHE, KS 66061		13,763	\$0.0289 /sq ft	\$398	\$398	\$398
PP63000017 0026	4920 JOHNSON DR	LIEMEN, MILDRED N. TRUSTEE		4107 HOMESTEAD DR	PRAIRIE VILLAGE, KS 66208		8,336	\$0.0289 /sq ft	\$241	\$241	\$241
PP63000017 0027	4914 JOHNSON DR	LIEMEN, MILDRED N. TRUSTEE		4107 HOMESTEAD DR	PRAIRIE VILLAGE, KS 66208		8,675	\$0.0289 /sq ft	\$251	\$251	\$251
PP81000009 0015	5023 GRANADA ST	LILLY PAD DAYCARE LLC		5023 GRANADA ST	ROELAND PARK, KS 66205		10,934	\$0.0289 /sq ft	\$316	\$316	\$316
PP83000000 0001	5675 ROE BLVD	LIPT ROE BOULEVARD LLC		333 W WACKER DR FL 23	CHICAGO, IL 60606		59,635	\$0.0289 /sq ft	\$1,723	\$1,723	\$1,723
PP83000000 001A	0 NS NT	LIPT ROE BOULEVARD LLC		333 W WACKER DR FL 23	CHICAGO, IL 60606		16,799	\$0.0289 /sq ft	\$485	\$485	\$485
\$2,209											
PP59000000 0001	5103 ROE BLVD	MCDONALDS CORPORATION		16332 MONROVIA ST	OVERLAND PARK, KS 66221		31,370	\$0.0289 /sq ft	\$907	\$907	\$907
PP62000000 0002	4815 ROE BLVD	MINIT MART LLC		165 FLANDERS RD	WESTBOROUGH, MA 01581		35,046	\$0.0289 /sq ft	\$1,013	\$1,013	\$1,013
PP63500000 0001	5115 ROE BLVD	MISSION BANK (THE)		5201 JOHNSON DR	MISSION, KS 66205		48,382	\$0.0289 /sq ft	\$1,398	\$1,398	\$1,398
PP09150000 0001	4720 JOHNSON DR	MPT OF ST LUKE'S ROELAND PARK LLC		1000 URBAN CENTER DR STE 501	BIRMINGHAM, AL 35242		44,166	\$0.0289 /sq ft	\$1,276	\$1,276	\$1,276
PF251204-1021	4715 ROE PKWY	NEW CASTLE ENTERPRISE LLC		9739 SUNSET CIR	LENEXA, KS 66220		40,772	\$0.0289 /sq ft	\$1,178	\$1,178	\$1,178
PP63350000 0002	4707 ROE PKWY	PI REAL ESTATE LLC		PO BOX 6821	LEAWOOD, KS 66206		10,778	\$0.0289 /sq ft	\$311	\$311	\$311
PP58000001 0T0I	0 NS NT	QUIKTRIP CORPORATION		4705 S 129TH AVE E	TULSA, OK 74134		17,137	\$0.0289 /sq ft	\$495	\$495	\$495
PP58000001 0T0II	5055 ROE BLVD	QUIKTRIP CORPORATION		4705 S 129TH AVE E	TULSA, OK 74134		12,933	\$0.0289 /sq ft	\$374	\$374	\$374
PP58000001 0T0III	0 NS NT	QUIKTRIP CORPORATION		4705 S 129TH AVE E	TULSA, OK 74134		20,924	\$0.0289 /sq ft	\$605	\$605	\$605
PP81000010 0001	5031 ROE BLVD	QUIKTRIP CORPORATION		PO BOX 3475	TULSA, OK 74101		7,009	\$0.0289 /sq ft	\$203	\$203	\$203
\$1,676											
PP63500000 0002	5125 ROE BLVD	ROE MARKETPLACE, LLC		11228 DELMAR ST	LEAWOOD, KS 66211		36,190	\$0.0289 /sq ft	\$1,046	\$1,046	\$1,046
PP78000000 0001	4702 MISSION RD	ROELAND PARK SERIES I LLC		3002 W 47TH AVE	KANSAS CITY, KS 66103		2,072	\$0.0289 /sq ft	\$60	\$60	\$60
PP78000000 0002	4706 MISSION RD	ROELAND PARK SERIES I LLC		3002 W 47TH AVE	KANSAS CITY, KS 66103		184	\$0.0289 /sq ft	\$5	\$5	\$5
\$65											
PP66000014 000A1	5110 CEDAR ST	ROELAND PARK UNITED METHODIST CHURCH		5110 CEDAR ST	ROELAND PARK, KS 66205		15,410	\$0.0289 /sq ft	\$445	\$445	\$445
PP66000014 0029	4910 W 51ST TER	ROELAND PARK UNITED METHODIST CHURCH		5110 CEDAR ST	ROELAND PARK, KS 66205		4,526	\$0.0289 /sq ft	\$131	\$131	\$131
PP66000014 000A1	5110 CEDAR ST	ROELAND PARK UNITED METHODIST CHURCH		5110 CEDAR ST	ROELAND PARK, KS 66205		3,342	\$0.0289 /sq ft	\$97	\$97	\$97
\$673											
PP82000000 0001	5041 REINHARDT DR	ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS		12615 PARALLEL PKWY	KANSAS CITY, KS 66109		730,670	\$0.0289 /sq ft	\$21,116	\$21,116	\$21,116
PP82000000 0002	3224 W 53RD ST	ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS		12615 PARALLEL PKWY	KANSAS CITY, KS 66109		1,354	\$0.0289 /sq ft	\$39	\$39	\$39
PP82000000 0003	0 NS NT	ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS		12615 PARALLEL PKWY	KANSAS CITY, KS 66109		21,265	\$0.0289 /sq ft	\$615	\$615	\$615
PP82000000 0004	4901 REINHARDT DR	ROMAN CATHOLIC ARCHDIOCESE OF KANSAS CITY IN KANSAS		12615 PARALLEL PKWY	KANSAS CITY, KS 66109-3748		93,614	\$0.0289 /sq ft	\$2,705	\$2,705	\$2,705
\$24,475											
PF251204-3001	4900 PARISH DR	ROSELAND SCHOOL DISTRICT 92	UNIFIED SCHOOL DIST #512, ROESLAND I	4900 PARISH DR	ROELAND PARK, KS 66205		169,138	\$0.0289 /sq ft	\$4,888	\$4,888	\$4,888
PP81000013 0022	4301 W 51ST ST	SWEENEY, ELLEN F. TRUSTEE		10123 PAWNEE LN	LEAWOOD, KS 66206		4,745	\$0.0289 /sq ft	\$137	\$137	\$137
PP74000000 0001	5150 ROE BLVD	TMM ROELAND PARK CENTER, LLC	KESSINGER/HUNTER & COMPANY, LC	2600 GRAND BLVD APT 700	KANSAS CITY, MO 64108		402,804	\$0.0289 /sq ft	\$11,641	\$11,641	\$11,641
PP74000000 0001A	0 NS NT	TMM ROELAND PARK CENTER, LLC	KESSINGER/HUNTER & COMPANY, LC	2600 GRAND BLVD APT 700	KANSAS CITY, MO 64108		11,932	\$0.0289 /sq ft	\$345	\$345	\$345
PP74000000 0002	4701 SYCAMORE DR	TMM ROELAND PARK CENTER, LLC	KESSINGER/HUNTER & COMPANY, LC	2600 GRAND BLVD APT 700	KANSAS CITY, MO 64108		50,943	\$0.0289 /sq ft	\$1,472	\$1,472	\$1,472
PP74000000 0003	5000 ROE BLVD	TMM ROELAND PARK CENTER, LLC	KESSINGER/HUNTER & COMPANY, LC	2600 GRAND BLVD APT 700	KANSAS CITY, MO 64108		25,153	\$0.0289 /sq ft	\$727	\$727	\$727
PP74000000 0004	5010 ROE BLVD	TMM ROELAND PARK CENTER, LLC	KESSINGER/HUNTER & COMPANY, LC	2600 GRAND BLVD APT 700	KANSAS CITY, MO 64108		25,196	\$0.0289 /sq ft	\$728	\$728	\$728
\$14,913											
PP63000017 0028	4908 JOHNSON DR	TOLLIE INVESTMENTS LLC		4908 JOHNSON DR	ROELAND PARK, KS 66205		8,760	\$0.0289 /sq ft	\$253	\$253	\$253
PP67250000 0005	4970 ROE BLVD	U S BANK NATIONAL ASSOCIATION	U S BANK CORP REAL ESTATE TAX DEPAR	RYAN PTS DEPT 908 PO BOX 460169	HOUSTON, TX 77056		16,547	\$0.0289 /sq ft	\$478	\$478	\$478
PP67250000 0005A	0 NS NT	U S BANK NATIONAL ASSOCIATION	CRE TAX DEPARTMENT	RYAN PTS DEPT 908 PO BOX 460169	HOUSTON, TX 77056		1,160	\$0.0289 /sq ft	\$34	\$34	\$34
\$512											
PP62000000 0001	4951 ROE BLVD	WG DST 1		PO BOX 1159	DEERFIELD, IL 60015		91,664	\$0.0289 /sq ft	\$2,649	\$2,649	\$2,649
PP63350000 0001	4705 ROE PKWY	XTIERRA PROPERTIES LLC		4705 ROE PKWY	ROELAND PARK, KS 66205		10,103	\$0.0289 /sq ft	\$292	\$292	\$292
NON-RESIDENTIAL TOTAL									\$116,669	\$116,669	\$116,669
Commercial Only											\$87,621
TOTAL FEE FOR ALL LOTS OUTSIDE OF BENEFIT DISTRICT AREA									\$256,157	\$256,157	\$256,157



ROELAND PARK'S STORMWATER UTILITY FEE BREAKDOWN

Situs Address (No Address for Lots without a Building)							# of Lots -or- Sq Ft	Rate	Subtotal for Owners with Multiple Lots		
Tax Property ID	Footprint	Owner Name	Mailing Name	Address	City State Zip				2024	2025	2026
RC-12-012 Breakdown (Expires 12/31/2024)											
Residential Lots (425 Lots)		RESIDENTIAL TOTAL					425	\$70 /Lot		\$29,750	\$29,750
Non-Residential Impervious Areas											
PP45000000 0068A	4740 MOHAWK DR	OAK GROVE ASSEMBLY		4740 MOHAWK DR	ROELAND PARK, KS 66205		26,816	\$0.0289 /sq ft		\$775	\$775
PP33000000 0009B	4104 W 48TH ST	WATER DISTRICT #1 OF JOHNSON	ATTN: ACCOUNTING	10747 RENNER BLVD	LENEXA, KS 66219		1,702	\$0.0289 /sq ft		\$49	\$49
BENEFIT DISTRICT RC-12-012 NON-RESIDENTIAL TOTAL							28,519	\$0.0289 /sq ft		\$824	\$824
RC-12-014 Breakdown (Expires 12/31/2025)											
Residential Lots (663 Lots)		RESIDENTIAL TOTAL					663	\$70 /Lot			\$46,410
Non-Residential Impervious Areas											
PP66000015 000A	5120 CEDAR ST	BD DIR JO CO LIBRARY		PO BOX 2933	SHAWNEE MISSION, KS 66201		24,403	\$0.0289 /sq ft			\$705
BENEFIT DISTRICT RC-12-014 NON-RESIDENTIAL TOTAL							24,403	\$0.0289 /sq ft			\$705
TOTAL FEE FOR ALL LOTS INSIDE OF BENEFIT DISTRICT AREA										\$30,574	\$77,689
TOTAL RESIDENTIAL FEES									\$126,280	\$156,030	\$202,440
TOTAL NON-RESIDENTIAL FEES									\$129,877	\$130,701	\$131,406
GRAND TOTAL OF STORMWATER UTILITY FEE FOR EACH YEAR									\$256,157	\$286,731	\$333,846





ROELAND PARK STORMWATER UTILITY FEE ASSESSMENT

LAMP
RYNEARSON

STORM WATER UTILITY DISCUSSION

1/5/22

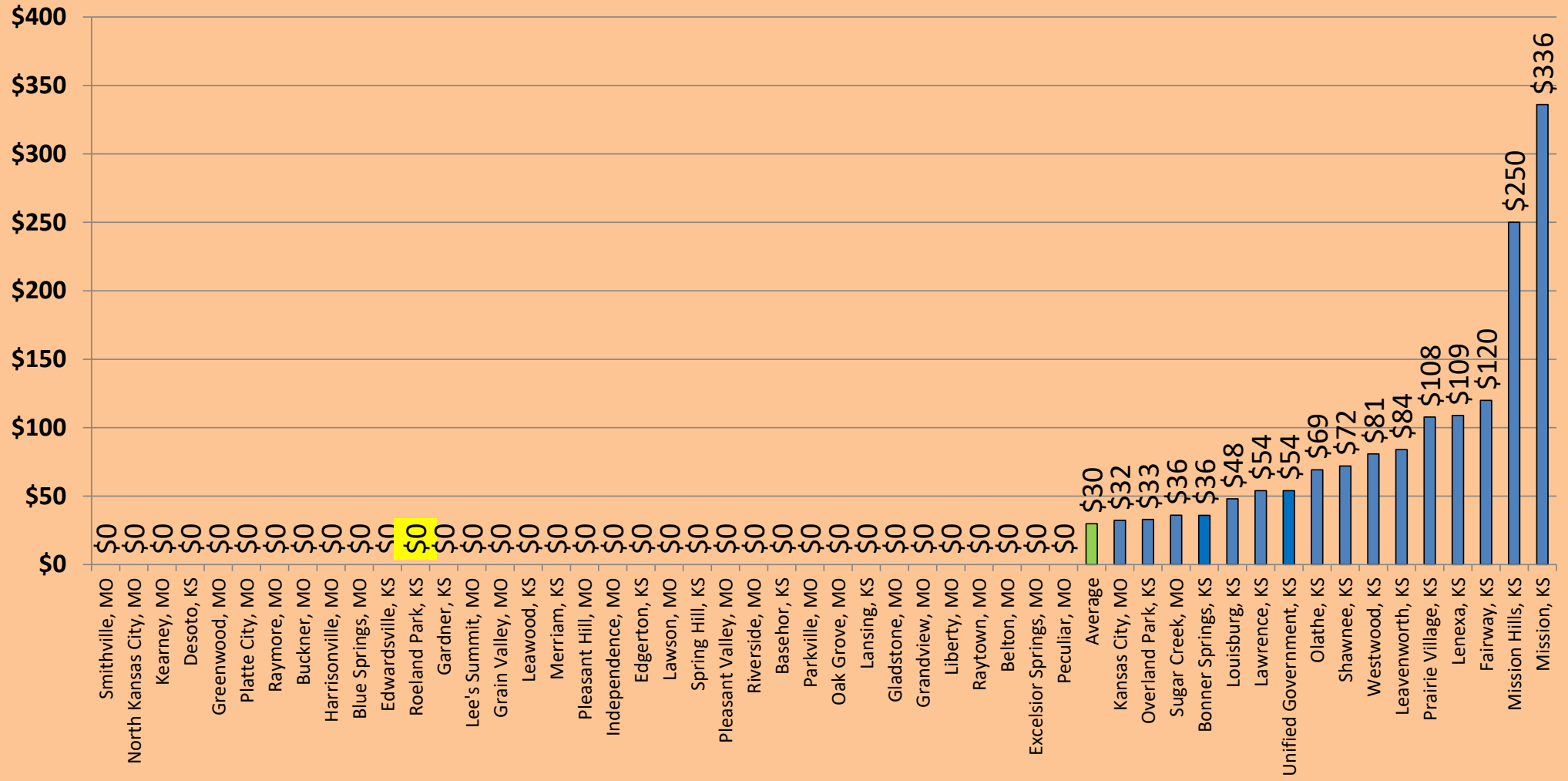
STORM WATER UTILITY ASSUMPTIONS & OVERVIEW

- Presumed fee of \$.0289/ impervious square foot.
- Presumed average \$70/yr. fee per single family lot.
- Utility fee would not be applied to lots currently subject to storm water improvement assessment. (Average Assessment for RC12= \$224, RC13= \$245, RC14= \$150; assessment lasts for 10 years, 1,339 lots currently pay an assessment, roughly half of the single family lots)
- Fee applied to all types of uses. The total fees by type of land use:
 - Single Family Lots= \$199,500
 - Multifamily/Commercial/Office/Industrial Sites= \$72,600
 - Churches and Schools= \$21,000
 - City Owned Facilities= \$12,500
- Total Estimated Annual Utility Fee Revenues Based Upon these Assumptions= \$305,600

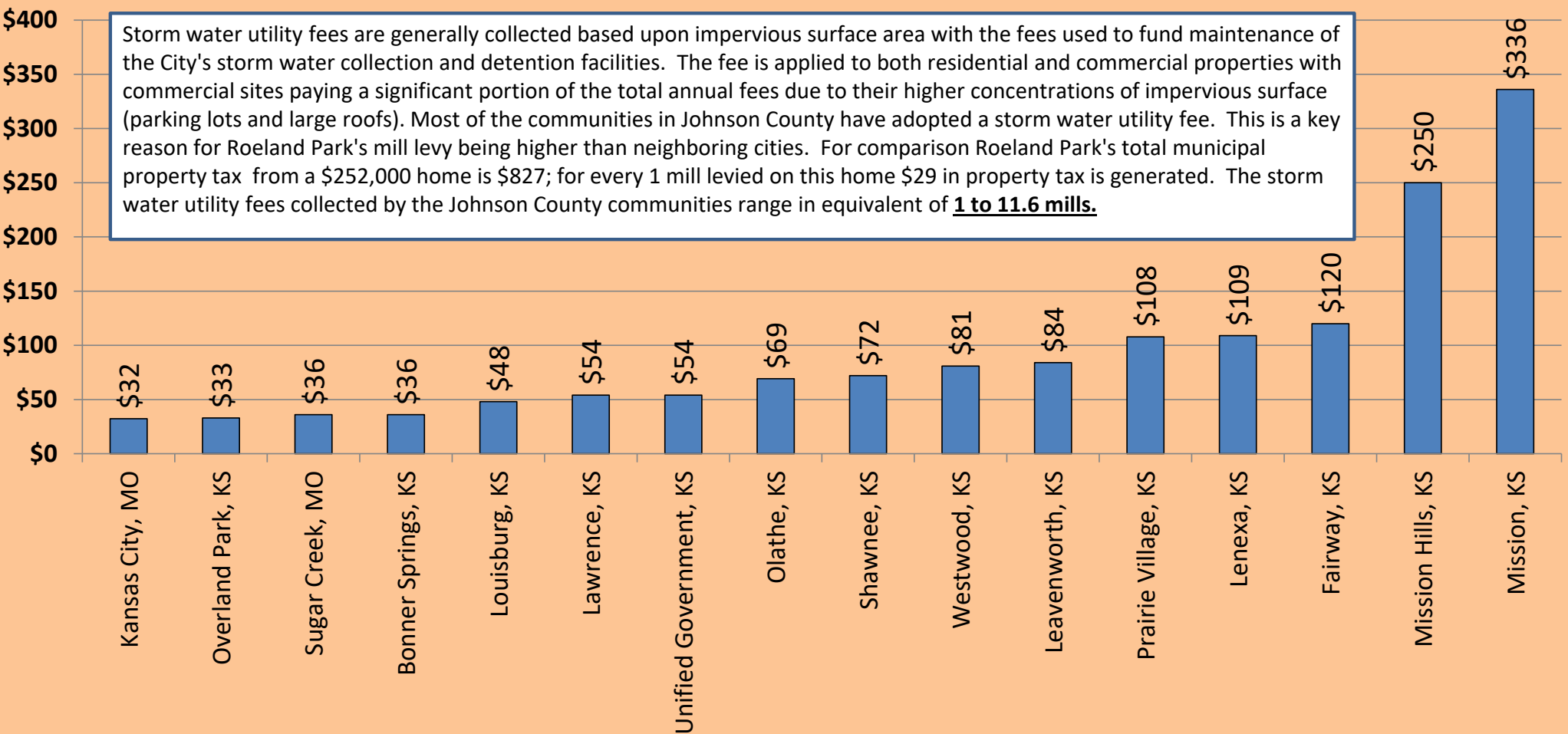
PROPERTY TAX AND STORM WATER ASSESSMENT INFORMATION

- 18% of property tax revenues come from commercial and 82% comes from residential properties.
- Each 1 mill equals \$103,000 in tax revenue, \$18.5k from commercial property and \$84.5k from residential property.
- Cities with a storm water utility in JOCO have fees that range from \$33 to \$336 per single-family lot, the average is \$131/yr./lot.
- The assumed \$70/yr./lot fee is less than half of the lowest current storm water improvement assessment in Roeland Park and 53% of the average storm water utility fee collected in JOCO per single family lot.

Storm Water Utility Cost for a Single Family- 2020



Storm Water Utility Cost for a Single Family- 2020



INITIAL IMPLEMENTATION

- Schools, churches, the City, and the Library do not pay property taxes but would generally be subject to a storm water utility fee imposed by a City.
- RC12 has 427 lots (equal to \$30k in utility fees), RC13 has 248 (equal to \$17k in utility fees) and RC 14 has 664 (equal to \$46k in utility fees) for a total of 1,339 lots currently subject to a storm water improvement assessment which would reduce the utility revenue by \$93k from the \$305,600 estimate; roughly 1/3 of the total.
- The initial implementation could generate around \$200k in storm water fees.
- Initial implementation could entail around a 2-mill reduction in the tax levy netting the budget impact to zero.

FULL IMPLEMENTATION

- Once all of the single family lots are paying the utility fee (2027) the mill could be reduced by 3 (from the current levy) and the net impact would be around a \$12 savings to an average home based upon the 2022 average home value of \$236,800.
- A 3-mill reduction would reduce property taxes paid by commercial property \$55.5k and reduce residential property taxes paid by \$253.5k.
- Commercial Property would see a net increase in taxes/fees paid of \$17,100 (\$72,600 in new storm sewer fees - \$55,500 in fewer property taxes).
- Residential Property would see a net decrease in taxes/fees paid of \$54,000 (\$199,500 in new storm sewer fees - \$253.,500 in fewer property taxes).
- Schools, Government Entities and Churches would see an increase in fees paid of \$33,500
- Net change in taxes and fees to the City of -\$3,400.

STEP IMPLEMENTATION ALTERNATIVES

- 6-year Implementation- If implementation occurred in 2022 initially excluding the lots subject to the storm improvement assessment but adding the utility fee to them as those assessments retire a six-year implementation could be planned where the mill is reduced by .5 each year from 2022 through 2027 with a total mill reduction of 3 over this period.
- 3-year Implementation- If implementation occurred in 2025 where the fee is applied to all lots and the storm improvement assessments would not be collected and instead most of the utility fees collected would be used to make the remaining three years of related debt service payments. This scenario could include a 1 mill reduction in 2025, 2026 and 2027 for a total reduction of 3 mill.
- If schools, churches and other tax-exempt entities were exempted, either the mill reduction would need to be smaller or the storm water fee larger.

ADDITIONAL CONSIDERATIONS

- If the storm water utility fee is not increased annually by the amount that property taxes would have increased on the presumed 3 mill reduction, the net decline in taxes and fees will grow from the initial -\$3,400. Future Councils will need to act on an annual basis to manage this delta.
- The Storm water utility revenue is restricted for use on maintenance and operation of the storm water system including street sweeping, curbs, inlets, piping, detention facilities, and drainage courses. For comparison, property taxes are not restricted to a specific use.
- If property taxes are reduced in an amount equal to storm water utility fees there is no change in service level provided.
- It can be argued that the cost of storm water services are accounted for with greater transparency through implementation of a storm water fee.

TAX VS FEE BURDEN COMPARISON

- Commercial properties have a higher property tax burden than residential properties. 25% of each \$1 of taxable commercial property is subject to the property tax mill, where only 11.5% of each \$1 of taxable residential property is subject to property tax. Commercial property pays 2.17 times the tax that residential property does on the same \$1 of property value.
- Land uses other than single family lots average 42% of impervious area per lot compared to single family lots which average 25% of impervious area. Based upon the averages per land use category the commercial properties would pay on average 1.68 times more storm water utility fees per square foot than single family properties.
- Based upon this comparison a property tax is a greater burden to commercial properties than a storm water fee.

PROS OF A STORM WATER FEE

- Pro- Implementing a storm water fee and reducing the mill rate will bring Roeland Park's mill rate down.
- Pro- A storm water fee would make Roeland Park comparable to other JOCO cities.
- Pro- A storm water fee diversifies the city's revenue sources.
- Pro- A storm water fee can stabilize revenues compared to property taxes (although property taxes are historically stable).
- Pro- A storm water fee arguably creates improved accuracy in accounting for the cost of the storm water system.

CONS OF A STORM WATER FEE

- Con- A storm water fee does not represent as great of a fee burden to commercial properties as the property tax it would be replacing (it is more of a burden to commercial than residential, just not as much of a burden as property tax).
- Con- If future councils choose not to increase the storm water fee to keep pace with increases in taxable value, this will result in less revenue. Consequently, the tax/fee burden will shift from commercial to residential properties.
- Con- Implementation could take years, potentially up to six years. This long runway poses a challenge because residents, newly elected officials and new staff will lack history and potentially question/debate/challenge full implementation.
- Con- A storm water fee has restrictive uses compared to property taxes.
- Con- Applying the storm water fee to uses that are currently exempt from property tax could bring objection from schools, churches, and other tax-exempt entities.

QUESTIONS AND DIRECTION

- Questions?
- Is implementing a storm water utility fee something Council would like to consider further?
- If so, would you like to consider initial implementation with only those properties currently not subject to a storm water improvement assessment?
- If so, would you want to employ an approach that results in a neutral impact upon revenues?



Stormwater Fee Program Comparisons Schools, Churches, and Other Governmental Agencies

Kansas & Missouri Communities	SWU Fee?	Exemption Policy?	Comments
Bonner Springs, KS	YES	NO	Bonner Springs currently collects \$3 for all residential property and \$5.50 for non-residential property, <u>including schools, churches, governments, and non-profits</u> . However, these fees and procedures will be reviewed during the 2022 budget session.
Fairway, KS	YES	NO	Fairway <u>collects SWUF from their only church in town</u> . In addition, they also collect SWUF for two buildings owned by the KS Board of Regents (KU research facilities).
Kansas City, MO	YES	YES	Nearly every property within the City limits is charged a Stormwater fee, which is based upon the amount of impervious surface area on the property. Stormwater fees are not applied to properties that do not have impervious surfaces. In order to receive an exemption from the fee, a customer must complete our Stormwater Utility Impervious Surface Fee Exemption form and provide a copy of the State of Missouri tax exemption letter/documentation and <u>include the use of the exemption, i.e. church school, etc.</u> The Missouri State tax exemption is one of the criteria used to determine if a customer can be exempt from paying Stormwater fees. The other criteria are- ownership of the property, use of the property for tax exemption purpose and if the customer was paying Stormwater fees. There are no taxes associated with Stormwater accounts (the Stormwater fee has been called taxes).
Lawrence, KS	YES	NO	The City of Lawrence charges SWU Fee on their utility bill, therefore anyone who has a water account pays the fee. <u>There are no exemptions for non-profits or governments</u> . The City of Lawrence pays the fee as well on the City's properties in order to help support stormwater control.
Leavenworth, KS	YES	YES	Leavenworth charges schools, churches and non-profits. They also charge county facilities; however, <u>they do not charge state or federal properties</u> .
Lenexa, KS	YES	NO	
Louisburg, KS	YES	NO	Louisburg charges every utility account a flat \$4 fee on each bill. Utility customers include their gas, water, and sewer customers. Regardless of whether the customer is served gas, water or sewer, or any combination of the three, the \$4 fee applies. <u>There are no variances or exceptions to for any organizational/property type</u> .
Mission Hills, KS	YES	NO	



Stormwater Fee Program Comparisons Schools, Churches, and Other Governmental Agencies

Kansas & Missouri Communities	SWU Fee?	Exemption Policy?	Comments
Mission, KS	YES	NO	Revenue consists of an annual fee collected from each property in the City as an assessment on the property tax bill. The fee is set as a dollar amount per equivalent residential unit (ERU), which equals 2,600 sq. ft., the amount of impervious surface that an average single-family residential parcel is estimated to have. For FY 2022, the annual fee remains at \$28 per ERU/per month. A single-family parcel of property pays a storm water utility fee of \$336 per year. A larger parcel of property will pay a higher amount, determined by taking the total impervious surface for the parcel and dividing by 2,600 sq. ft. to determine the appropriate ERU multiplier. <u>The City collects the fee on all property – residential, commercial, non-profit, and government (including city owned property).</u>
Olathe, KS**	YES	YES	<u>Charitable, nonprofit organizations located in Olathe may qualify for a monthly discount on City non-residential stormwater service charges.</u> Any nonprofit organization located in Olathe and exempt from taxation under § 501(c)(3) of the Internal Revenue Code (IRS) are encouraged to apply. Upon receipt of needed information and approval of the discount, future monthly bills will be based on the nonprofit rate as stated in the most current Comprehensive Listing of Fees and Charges.
Overland Park, KS	YES	NO	Overland Park has a hybrid revenue structure in their Stormwater Utility Fund to address this issue. They use both a property tax component of about one mill, which tax-exempt properties are not subject to. They also have <u>a user fee component, which tax-exempt properties are subject to.</u>
Prairie Village, KS	YES	NO	Prairie Village uses a 0.100% stormwater utility fee, and <u>all properties are subject to it, including schools, churches, nonprofits, and other government organizations.</u> For residential properties, the City counts roof area and driveway area for the calculations. On commercial properties, (anything non-residential) the City counts all impervious surfaces.
Shawnee, KS	YES	YES	Shawnee charges all organizations, including internal departments, for their impervious area. <u>At times, the City has issued refunds (very few), only if the owner removes significant impervious area since the last calculation.</u>
Unified Government, KS	YES	NO	Currently, all property owners, from single -family units to schools and nonprofits, pays a flat \$6.00 monthly fee. However, the Unified Government is looking to revise their procedures. Two proposals are listed on their website .
Westwood, KS	YES	NO	

**Information obtained from City website