

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
February 17, 2020 6:00 PM

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| <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"> • Jim Kelly, Council Member • Tom Madigan, Council Member • Claudia McCormack, Council Member • Michael Rebne, Council Member | <ul style="list-style-type: none"> • Keith Moody, City Administrator • Jennifer Jones-Lacy, Asst. Admin. • Kelley Nielsen, City Clerk • John Morris, Police Chief • Donnie Scharff, Public Works Director |
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Admin	Finance	Safety	Public Works
Madigan	Faidley	Dickens	Hill
Brauer	McCormack	Rebne	Kelly

Pledge of Allegiance

Roll Call

Modification of Agenda

I. Citizens Comments

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens Are Requested To Keep Their Comments Under 5 Minutes. 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 #944
- B. February 3, 2020 Council Minutes

III. Business From the Floor

A. Applications / Presentations

1. Carbon Emissions Inventory and Tracking Software
2. Discussion about Glass Recycling
3. 2018 Certificate of Achievement for Excellence in Financial Reporting

IV. Mayor's Report

- A. Miego Champions Proclamation

V. Workshop and Committee Reports

VI. Reports of City Liaisons

- A. MARC – First Tier Suburbs (Jan Faidley and Claudia McCormack)

VII. Unfinished Business

- A. Mowing Agreement for 2020
- B. Traffic Signal Pole Color Selection for Roe 2020 Project

VIII. New Business

- A. Parental Leave Policy
- B. 2020 Super Pass Agreement and Swim Meet Letter of Understanding
- C. Agreement with Gather Media for PIO Services
- D. Discuss Ordinance to Eliminate Discriminatory Language Included in Home Owner's Association Covenants
- E. Appoint Lisa Brunner to the Planning Commission

IX. Ordinances and Resolutions:

- A. Resolution 673 - City Purchasing Policy

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: Consent Agenda- II.-A.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #944**
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 #944	Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, February 13, 2020

Appropriation Ordinance -2/17/2020 - #944

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 17th day of February, 2020.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	133,108.19
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There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance -2/17/2020 - #944

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT		Amount	Chk #	Check Amount
					Date				
ADP, LLC	101	5214.101	Other Contracted Services		1/27/20	02/05/20	234.44	70414	234.44
Advance Auto Parts	102	5260.102	Vehicle Maintenance	5128003038766		02/05/20	18.99	70415	85.95
Advance Auto Parts	106	5260.106	Vehicle Maintenance	5128001727740		02/05/20	66.96		
Advance Auto Parts	115	5302.115	Motor Fuels & Lubricants	5128001327461		02/12/20	15.24	70436	105.55
Advance Auto Parts	115	5302.115	Motor Fuels & Lubricants	5128003138789		02/12/20	90.31		
Airgas USA, LLC	106	5318.106	Tools	9968399195		02/12/20	22.36	70437	22.36
American Fidelity Assurance Co.	101	2052.101	Supplemental Insurance Payable	2060929		02/05/20	416.66	70416	416.66
Shawnee Mission Tree Service, Inc	106	5263.106	Tree Maintenance	37647		02/12/20	680.00	70438	680.00
AT&T	101	5202.101	Telephone	3241 1/21/20		02/05/20	46.59	70417	46.59
Batteries Plus Bulbs	102	5301.102	Office Supplies	P24030197		02/12/20	48.00	70439	48.00
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761070342		02/12/20	1,807.85	70440	1,807.85
Blue Sky Cleaners	102	5224.102	Laundry Service	Jan. 2020		02/12/20	150.75	70441	150.75
Boelte-Hall, LLC	101	5208.101	Newsletter	2020752		02/12/20	1,253.00	70442	1,253.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1053517		02/05/20	753.40	70418	1,625.15
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1053522		02/05/20	766.75		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1053689		02/05/20	105.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1053714		02/12/20	80.00	70443	230.90
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1053780		02/12/20	100.90		
Breeden Holdings, LLC	106	5260.106	Vehicle Maintenance	1053878		02/12/20	25.00		
Breeden Holdings, LLC	106	5308.106	Clothing & Uniforms	1053862		02/12/20	25.00		
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	130658		02/12/20	35.00	70444	35.00
City of Olathe	250	5303.250	Sand and Salt	2002		02/12/20	2,871.46	70445	2,871.46
Occupational Health Centers of the	102	5207.102	Medical Expense & Drug Testing	1012168832		02/05/20	136.50	70419	136.50
Occupational Health Centers of the	290	5207.290	Medical Expense & Drug Testing	1012186462		02/12/20	63.00	70446	63.00
There are sufficient funds in the G	106	5308.106	Clothing & Uniforms	2032012052		02/12/20	247.50	70447	247.50
Emery Sapp & Sons, Inc.	300	5421.300	Street Maintenance	202000173		02/12/20	95.20	70448	319.20
Emery Sapp & Sons, Inc.	300	5421.300	Street Maintenance	202000185		02/12/20	106.40		
Emery Sapp & Sons, Inc.	300	5421.300	Street Maintenance	202000188		02/12/20	117.60		
Everygy	106	5290.106	Street Light Electric	1275 2/3/20		02/12/20	1,804.22	70449	1,804.22
Fastenal Company	106	5211.106	Maintenance & Repair Equipment	MOKC476215		02/12/20	172.55	70450	172.55
Gilmore & Bell, P.C.	400	5209.400	Professional Services	8040700		02/05/20	700.00	70420	1,400.00
Gilmore & Bell, P.C.	410	5209.410	Professional Services	8040701		02/05/20	700.00		
Goodyear Auto Service	102	5260.102	Vehicle Maintenance	190130		02/05/20	814.32	70421	814.32
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	INV0749327		02/05/20	9.75	70422	9.75
Johnson County Wastewater	101	5288.101	Waste Water	1/30/20 Multiple		02/12/20	40.40	70451	485.32
Johnson County Wastewater	106	5288.106	Waste Water	1/30/20 Multiple		02/12/20	427.86		
Johnson County Wastewater	220	5288.220	Waste Water	1/30/20 Multiple		02/12/20	17.06		
Johnson County Wastewater	300	5472.300	R Park Development Plan	202050005 RRPark		02/10/20	1,465.00	32505	1,465.00
Johnson County Park & Recreation	290	5255.290	JoCo Management Fee	2/6/19		02/12/20	12,532.25	70459	12,532.25

Jennifer Jones-Lacy	105	5206.105	Travel Expense & Training	5/14/20 Airfare	02/05/20	303.96	70423	303.96
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	8346 1/27/20	02/05/20	34.31	70424	34.31
Kansas City First Aid	102	5207.102	Medical Expense & Drug Testing	6148	02/05/20	73.63	70425	73.63
Keller Fire & Safety	101	5210.101	Maintenance & Repair Building	241140	02/05/20	70.59	70426	70.59
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	258300	02/05/20	77.36	70427	77.36
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	10434	02/12/20	127.20	70452	127.20
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	51689	02/12/20	1,800.50	70453	1,800.50
League of Kansas Municipalities	101	5203.101	Printing & Advertising	20862	02/12/20	100.00	70454	100.00
The Legal Record	101	5204.101	Legal Printing	L84351	02/05/20	52.14	70428	68.25
The Legal Record	101	5204.101	Legal Printing	L84454	02/05/20	16.11		
The Legal Record	101	5204.101	Legal Printing	L84461	02/12/20	21.17	70455	21.17
LE Upfitter	102	5308.102	Clothing & Uniforms	7357	02/05/20	148.98	70429	148.98
LE Upfitter	102	5308.102	Clothing & Uniforms	7412	02/12/20	118.00	70456	118.00
Lippert Mechanical Service Corp	106	5210.106	Maintenace & Repair Building	SI2062580	02/12/20	278.11	70457	278.11
Lowe's Business Acct./GEMB	290	5210.290	Maintenace And Repair Building	1760 2/4/20	02/04/20	72.14	32502	1,212.06
Lowe's Business Acct./GEMB	106	5259.106	Traffic Control Signs	1760 2/4/20	02/04/20	29.00		
Lowe's Business Acct./GEMB	106	5304.106	Janitorial Supplies	1760 2/4/20	02/04/20	95.25		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 2/4/20	02/04/20	45.39		
Lowe's Business Acct./GEMB	290	5307.290	Other Commodities	1760 2/4/20	02/04/20	199.47		
Lowe's Business Acct./GEMB	106	5318.106	Tools	1760 2/4/20	02/04/20	541.04		
Lowe's Business Acct./GEMB	300	5470.300	Park Maint/Infrastructure	1760 2/4/20	02/04/20	229.77		
Mike McMurray	101	4265.101	Business Occupational Licenses	1/17/20 Duplicat	02/05/20	80.00	70430	80.00
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	1/2020	02/10/20	45,239.24	32507	45,239.24
Precision Concrete Cutting Midwest	270	5454.270	Sidewalk Improvements	13776	02/12/20	10,213.00	70458	10,213.00
Riteway Maintenance & Supply, LLC	101	5214.101	Other Contracted Services	20052	02/05/20	930.00	70431	930.00
George Schlegel	101	5230.101	Art Commissioner	Recurring Check	02/01/20	100.00	70410	100.00
Staples	101	5301.101	Office Supplies	8057212523	02/05/20	243.69	70432	334.46
Staples	101	5304.101	Janitorial Supplies	8057212523	02/05/20	90.77		
Strasser True Value	106	5318.106	Tools	347907	02/12/20	100.94	70460	100.94
Strick & Co., Inc.	220	5214.220	Other Contracted Services	44732	02/12/20	380.00	70461	380.00
Sturges Word Communications, Inc.	101	5209.101	Professional Services	1395	02/12/20	1,250.00	70462	1,250.00
Tyler Technologies, Inc.	103	5410.103	Technology Upgrades	25285676	02/05/20	750.00	70433	750.00
US BANK	510	5203.510	Printing & Advertising	Jones-Lacy 2/20	02/12/20	104.00	70463	2,449.68
US BANK	101	5206.101	Travel Expense & Training	Scharff 2/7/20	02/12/20	305.00		
US BANK	102	5206.102	Travel Expense & Training	Nielsen 2/7/20	02/12/20	2.55		
US BANK	106	5211.106	Maintenace & Repair Equipment	Vandenbos 2/20	02/12/20	56.80		
US BANK	101	5254.101	Miscellaneous Charges	Jones-Lacy 2/20	02/12/20	(6.49)		
US BANK	101	5254.101	Miscellaneous Charges	Nielsen 2/7/20	02/12/20	577.50		
US BANK	101	5256.101	Committee Funds	Nielsen 2/7/20	02/12/20	9.99		
US BANK	106	5262.106	Grounds Maintenance	Vandenbos 2/20	02/12/20	67.48		
US BANK	106	5304.106	Janitorial Supplies	Mootz 2/7/20	02/12/20	7.00		
US BANK	101	5305.101	Dues, Subscriptions, & Books	Jones-Lacy 2/20	02/12/20	42.87		
US BANK	102	5305.102	Dues, Subscriptions, & Books	Morris 2/7/20	02/12/20	290.00		

US BANK	106	5305.106 Dues, Subscriptions, & Books	Jones-Lacy 2/20	02/12/20	42.87		
US BANK	106	5305.106 Dues, Subscriptions, & Books	Scharff 2/7/20	02/12/20	740.00		
US BANK	108	5305.108 Dues, Subscriptions, & Books	Nielsen 2/7/20	02/12/20	44.95		
US BANK	101	5307.101 Other Commodities	Jones-Lacy 2/20	02/12/20	14.65		
US BANK	290	5307.290 Other Commodities	Mootz 2/7/20	02/12/20	69.00		
US BANK	106	5308.106 Clothing & Uniforms	Mootz 2/7/20	02/12/20	39.60		
US BANK	300	5470.300 Park Maint/Infrastructure	Vandenbos 2/20	02/12/20	41.91		
USIC Locating Services, LLC	101	5220.101 Street Light Repair & Maintenance	354963	02/10/20	1,812.86	32506	1,812.86
USIC Locating Services, LLC	101	5220.101 Street Light Repair & Maintenance	367343	02/12/20	1,477.77	70464	1,477.77
US Postal Service	101	5208.101 Newsletter	20752	01/31/20	876.28	32501	876.28
Savant Learning Systems, Inc.	102	5206.102 Travel Expense & Training	VA4758	02/05/20	1,035.00	70434	1,035.00
Verizon Wireless	102	5202.102 Telephone	9846956704	02/05/20	326.66	70435	446.69
Verizon Wireless	104	5202.104 Telephone	9846956704	02/05/20	80.02		
Verizon Wireless	106	5202.106 Telephone	9846956705	02/05/20	40.01		
Forte	101	5214.101 Other Contracted Services	1/31/20 All Acct	02/01/20	294.67		294.67
KPERS	101	2040.101 KPERS Accrued Employee	1/31/20	01/31/20	2,498.10		2,498.10
KPERS	101	2040.101 KPERS Accrued Employee	2/6/2020	02/06/20	2,425.95		2,425.95
KPERS	101	2050.101 Insurance Withholding Payable	2/6/2020	02/06/20	187.36		187.36
KPERS	107	5123.107 KPERS City Contribution	1/31/20	01/31/20	4,001.08		4,001.08
KPERS	107	5123.107 KPERS City Contribution	2/6/2020	02/06/20	3,885.54		3,885.54
KPERS	107	5131.107 KP&F City Contribution	1/31/20	01/31/20	5.41		5.41
KP&F	101	2045.101 KP&F Employee Withholding Payab	1/31/20	01/31/20	2,280.76		2,280.76
KP&F	101	2045.101 KP&F Employee Withholding Payab	2/6/2020	02/06/20	2,326.85		2,326.85
KP&F	101	2050.101 Insurance Withholding Payable	2/6/2020	02/06/20	97.02		97.02
KP&F	107	5131.107 KP&F City Contribution	1/31/20	01/31/20	6,995.35		6,995.35
KP&F	107	5131.107 KP&F City Contribution	2/6/2020	02/06/20	7,136.79		7,136.79
					\$	133,108.19	

Item Number: Consent Agenda- II.-B.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **February 3, 2020 Council Minutes**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
February 3, 2020 Council Minutes	Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, February 3, 2020 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">○ Jim Kelly, Council Member○ Tom Madigan, Council Member○ Claudia McCormack, Council Member○ Michael Rebne, Council Member | <ul style="list-style-type: none">○ Keith Moody, City Administrator○ Jennifer Jones-Lacy, Asst. Admin.○ Kelley Nielsen, City Clerk○ John Morris, Police Chief○ Donnie Scharff, Public Works Director |
|--|---|--|

Admin
Madigan
Brauer

Finance
Faidley
McCormack

Safety
Dickens
Rebne

Public Works
Hill
Kelly

(Roeland Park Council Meeting Called to Order at 6:01 p.m.)

PLEDGE OF ALLEGIANCE

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

ROLL CALL

City Clerk Nielsen called the roll. CMBR Madigan was absent. Staff members present were City Administrator Moody, Assistant City Administrator Jones-Lacy, Public Works Director Scharff, Police Chief Morris, City Clerk Nielsen, and City Attorney Hampton.

MODIFICATION TO THE AGENDA

There was a request to remove the mowing and fertilizing agreement from the Consent Agenda. It was placed under New Business as Item F.

I. CITIZEN COMMENTS

Marek Gliniecki (5229 Reinhart) Mr. Gliniecki, as Chair of the Arts Advisory Committee, spoke in regard to the purchasing policy. He believed the term “maintenance” is a little misleading as to what is required for the City’s purchased art and would recommend the word “conservation.” Conservation of the art is part of the City’s purchasing policy and he would like to see it clarified as to how that will work in relation to public art purchases. He did say the Arts Committee is having a special call meeting on 2/6 and invited everyone to attend the public meeting at which time they will discuss details of the policy as it pertains to art.

Mayor Kelly said the purchasing policy is on the agenda and invited Mr. Gliniecki to stay for that portion of the meeting.

II. CONSENT AGENDA

A. Appropriations Ordinance #943

B. January 21, 2020 Council Minutes

C. ~~Mowing Agreement for 2020~~ - Moved to New Business, Item F

MOTION: CMBR KELLY MOVED AND CMBR BRAUER SECONDED TO APPROVE THE CONSENT AGENDA AS MODIFIED. (MOTION CARRIED 7-0)

III. BUSINESS FROM THE FLOOR

A. Applications/Presentations

There was no business presented.

IV. Mayor's Report

Mayor Kelly offered his congratulations to the Kansas City Chiefs. He said it is amazing to see how a community can come together over something like sports. In a time where many are politically divided, he said it is nice to see the community come together for something greater than itself, and this is a theme they can continue to utilize as they work together to make their community a better place. On behalf of Roeland Park, he again congratulated Coach Reid and the Kansas City Chiefs for bringing the Lombardi Trophy back to the Kansas City metropolitan area as we are all a part of the Chiefs Kingdom. He looks forward to the continued bonds of community that the goodwill will continue to grow within the City.

V. Workshop and Committee Reports

No reports were given.

VI. Reports of City Liaisons

No reports were given.

VII. Ordinances and Resolutions

No ordinances or resolutions were presented.

VIII. New Business

A. Updates to the City Purchasing Policy

Mayor Kelly said at the last Workshop meeting they discussed spending authority limits and amendments to the purchasing policy including the removal of sealed bids from the purchasing policy except when it is required by either state or federal law.

Ms. Jones-Lacy added the City engineer recommended, when bidding a heavy construction project, to go ahead and have a sealed bid process to waylay the possibility that some contractors would not see the process as fair if not done in that fashion. She said this is an easy amendment to make to read that, "unless required by state or federal law" and add, "or at staff direction," to cover the heavy construction projects.

Ms. Jones-Lacy also noted that there have been concerns by the Arts Committee Chair and its committee members regarding the art component. They did update the policy that cleaning would occur every one to two years. She also wanted to state that other cities are more robust in their schedules. She said if the

Arts Committee would like to look into this further, she has no problem with holding off on the policy and staff wants to make certain the policy does not cut out any essential component.

The only other change was to change the directors' spending authority from \$7,500 to \$15,000, and that was changed in the policy as well.

City Administrator Moody said he also did not have an issue with waiting until after the Arts Committee meeting. He said there is language in the policy that the City is able to deviate from the policy with Council direction and the policy has flexibility built into it.

CMBR Faidley said she felt they should take advice from their experts in the field and they should let the Arts Committee discuss this until they are comfortable with the language.

CMBR Rebne asked about eliminating the sealed bid process. Ms. Jones-Lacy said that staff was proposing sealed bids up to \$100,000. At the Workshop there was a recommendation to eliminate the sealed bids altogether. She added that as a City they want to be as transparent as possible.

MOTION: CMBR REBNE MOVED AND CMBR KELLY SECONDED TO TABLE THE PURCHASING POLICY.
(MOTION CARRIED 7-0)

B. 2020 Street Maintenance - Engineering Task Order

Public Works Direct Scharff provided a recommendation at the last Workshop for the funding mechanism to cover the overage of \$20,000 in the upcoming street maintenance budget. City Engineer Dan Miller said their intent when doing cost estimates for street maintenance is typically on conservative side. They have expect to be able to do all the streets within budget. Public Works Director Scharff added that it is easier to award a bid with all the improvements and then remove a street then it is to add a street at the last minute.

MOTION: CMBR HILL MOVED AND CMBR MCCORMACK SECONDED TO APPROVE THE ENGINEERING SERVICES TASK ORDER FOR THE 2020 STREET MAINTENANCE BID SPECIFICATIONS. (MOTION CARRIED 7-0)

C. Appointments to Arts, Parks, Sustainability and Ad-Hoc Development Committees

MOTION: CMBR HILL MOVED AND CMBR KELLY SECONDED TO APPOINT MICHAEL POPPA TO THE ARTS COMMITTEE, TIM JANSSEN TO THE AD-HOC DEVELOPMENT COMMITTEE, TO REAPPOINT CAROL FIELDS TO SUSTAINABILITY AND RUSSELL MCCORKLE TO PARKS. (MOTION CARRIED 7-0.)

D. Approve Credit Card Services Agreement

Mayor Kelly said based on a new software program being utilized for the court and Aquatics Center, there is a recommendation from staff to adopt a new credit card services agreement with Open Edge.

Ms. Jones-Lacy added that their current processor is not accepted by Tyler Technology as a compatible credit card processor. The rates are comparable and she believes that customer service will be better.

MOTION: CMBR FAIDLEY MOVED AND CMBR HILL SECONDED TO APPROVE THE AGREEMENT WITH OPEN EDGE FOR CREDIT CARD PROCESSING AT CITY HALL AND THE AQUATIC CENTER. (MOTION CARRIED 7-0)

E. Special Event Permit for Seasonal Sales at Wal-Mart

Mayor Kelly said this is an annual request from Wal-Mart and requires a public hearing before they can issue the special use permit. The permit request is through the fourth of July.

Ms. Jones-Lacy said they will present this item at the February 18th Planning Commission meeting when they will hold the public hearing. They will actually change the code so that with this type of seasonal sales it would not have to come before the Council in the future and would be administratively approved. The tentative proposal is to allow up to six months of display of seasonal sales in, as an example, the business district, and would include Wal-Mart, Lowe's and Aldi to name a few.

CMBR Rebne asked if they would be able to host a Ripple Glass bin for recycling in exchange for issuing the permit. Justin Ramsey, manager of Wal-Mart, said that he leases the property and they would have to speaker to the property owner. Ms. Jones-Lacy added that Ripple has tried to worked with the different businesses in the City.

Mayor Kelly thanked Mr. Ramsey for coming to the meetings and added that Wal-Mart has been a good neighbor on this program. He recommended to the Planning Commission that they should take into account that these special permit areas do not affect parking.

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE THE SPECIAL USE PERMIT APPLICATION FOR WAL-MART TO DISPLAY SEASONAL MERCHANDISE IN THEIR PARKING LOT BETWEEN MARCH 1 AND JULY 4, 2020. (MOTION CARRIED 7-0)

F. Mowing Agreement for 2020

This item was previously discussed at the 1/21 Governing Body Workshop. Public Works Director Scharff said the agreement should include both mowing and fertilizing. The agreement states that they are not obligated to use Jake's for fertilizer treatments, but pricing for that is included in the contract. Mr. Scharff said that at the last Workshop he was asked to look into more eco-friendly and greener fertilization methods. The mowing contractor said there are alternatives out there, but the pricing is different. Standard treatments are \$2,500 a treatment. The more eco-friendly with a more organic product is \$4,700 a treatment. He also reached out to other landscape companies on pricing and whether more people were trying to go greener. The consensus he got is it all comes down the cost factor.

CMBR McCormack asked when they need to make a choice on whether they will do the treatments. Public Works Director Scharff said the first application should go on during last two weeks in April. CMBR McCormack said her concern is should the grass not be walked on after the application. She also asked for specific directions after application and the pricing for more green options.

Mayor Kelly said that is information he too would like to have. If they are talking a couple of hundred dollars over the period of year, then it is minimal to be using products that go to the long-term health and the public health of the City. He would like to have that information to help them make an informed

decision. He did state that he supported going forward with the agreement as presented but before fertilizing in April he would like to see a greener option.

CMBR Hill said she would also be interested in seeing if there are other options as far as types of grass they can begin planting moving forward that might not require the same type of maintenance.

CMBR Faidley said she didn't remember that the City always did the weed control and fertilizer. Public Works Director Scharff said this program began last year.

Public Works Director Scharff added that if they went through the greener option the cost for three treatments in a year would be \$17,100 versus the traditional fertilizer which would be \$7,500. The traditional fertilizer has a 95 effective rate whereas the organic type is 60 percent.

CMBR Kelly said he would be interested to know what the products contain.

CMBR Rebne said he did not know about the different ingredients to know how they impact both the environment and the people and knowing that would help him make his decision.

Mayor Kelly said that in working with the Climate Action Coalition they do have some of that information available and between that and the Sustainability Committee they can work with staff to provide a little bit of an education process so they can discuss what chemicals they choose to use.

Public Works Director Scharff said the safety data sheets show the ingredients and percentages on the actual proposed treatments.

City Administrator Moody reiterated that the City had not been treating prior to last year and the appearance of the grass became an issue of conversation and so the request was made for options. Staff and the Governing Body investigated the cost of a more environmentally friendly fertilization treatment versus the traditional approach. At that time, after reviewing the information, the Council decided to try the approach that was more affordable.

CMBR McCormack said she is not comfortable approving this with the understanding the fertilizer will be the cheaper, more poisonous version. She asked if this would require an amendment to increase the budget amount. CMBR McCormack amended the original motion to include green alternatives at the Council discretion.

Mayor Kelly said the amendment would be to provide additional funds up to \$8,000 at the discretion of Council to use the more eco-friendly product.

CMBR Rebne agreed with CMBR McCormack's statement of avoiding poison in their fertilization treatments. He added that given the recent lawsuits and proof of this it adds a certain gravity to what CMBR McCormack stated.

MOTION: CMBR KELLY MOVED AND CMBR REBNE SECONDED TO APPROVE THE 2020 MOWING AGREEMENT FOR JAKE'S LAWN AND LANDSCAPING AS AMENDED. (MOTION CARRIED 7-0)

MOTION: CMBR MCCORMACK MOVED AND CMBR HILL SECONDED TO AMEND THE PROPOSED AMENDMENT WITH JAKE'S LAWN AND LANDSCAPING TO INCREASE THE POTENTIAL AMOUNT

BUDGETED BY \$8,000 AT THE DISCRETION FOR MORE GREEN ALTERNATIVE TREATMENTS.
(MOTION CARRIED 7-0)

IX. Unfinished Business

No Workshop Items were discussed.

X. Workshop Items

No Ordinances or Resolutions were presented.

XI. Reports of City Officials

A. November Financials - read only

Mayor Kelly said the November Financials are attached to the agenda packet for review.

City Administrator Moody said he would be putting in an order in for Option 2 and 3 for chairs. Members said they would like to try them out first and they should hopefully be available by the next meeting.

CMBR Faidley asked if there are any eco-friendly new chair options. City Administrator Moody said he has not investigated that option.

CMBR Hill said they could look into how they dispose of the chairs they currently have and get creative. City Administrator Moody said generally office furniture has been sold using an online system such as eBay, Purple Wave, and Craigslist. They do try to repurpose the furniture.

Ms. Jones-Lacy said Katie Garcia, the City's Public Information Officer, is leaving Sturges Word to start her own business. It will be called Gather Media. She has gotten approval from Sturges to keep Roeland Park as a client. She will bring that new agreement before the Council. She also has a letter from Melissa Sturges in support of Ms. Garcia keeping Roeland Park as her client.

Mayor Kelly said his preference would be to continue working with Ms. Garcia as she has done a nice job and the metrics they have seen have proven that point.

There was consensus to forward the new agreement with Ms. Garcia to the next Council meeting.

XII. Adjournment

MOTION: CMBR KELLY MOVED AND CMBR DICKENS SECONDED TO ADJOURN. (MOTION CARRIED 7-0)

(Roeland Park City Council Meeting Adjourned at 6:56 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Applications/Presentations- A.-1.
Committee 2/17/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/17/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Carbon Emissions Inventory and Tracking Software**
Item Type: Presentation

Recommendation:

Sunny Sanwar, CEO of Dynamhex, will present his carbon emissions and inventory tracking software for Council consideration. Staff recommends considering a purchase of the tool and discussing at a future workshop or council meeting for further review.

Details:

Dynamhex helps cities measure their greenhouse gas emissions for the entire community, set nuanced reduction targets and track progress by engaging the local citizens for climate action on a web application.

It's a unique tool developed in Kansas City to give communities the tools to help combat climate change. Sunny Sanwar will provide a presentation that explains how the tool works and how it can benefit Roeland Park. Dynamhex, as a cloud-based platform, would be available for use by any resident of Roeland Park and can provide suggestions to reduce carbon emissions for each individual, local businesses and the City.

The cost of this platform would be discounted for Roeland Park as an early adopter. It would cost \$6,000 in year one and subsequent years would cost \$2,000 - \$4,000 depending on the level of intervention needed from the staff at Dynamhex in future years (or any new service or feature requested by Roeland Park city staff). The presentation is attached.

The discount would be provided by the National Resource Defense Council (NRDC), which would not require any further recognition or payment from the City.

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
 Dynamhex Presentation	Cover Memo

City of Roeland Park **Climate Action Plan**

Feb 17, 2020

Sunny Sanwar, Ph.D.



@dynamhex | dynamhx.io

Climate change mitigation is complex

Transportation

- Traffic intensity and activity
- Fuel economy
- Alternative fuel infrastructure / EVs
- Biking and walking

Gals, therms, gge, VMT
Regional planning org.

Buildings

- Building types & codes
- Envelope design
- Occupancy levels
- End-use system & equipment, time-of-use
- On-site fuel, solar

kBTU/sq. ft.
Cities and counties

Power and utility

- Fuel mixes (purchased RE/integration)
- Capacity, Demand flexibility
- Boiler efficiencies, T&D losses

mm BTU, MW, MWh
States

Environmental scientist(s)

- Emissions factors, GWP
- Multi-GHG assessment of emissions (CH₄, N₂O, CO₂, CF₄, SF₆)
- Community resilience

MT CO₂e (Scope 1, 2 and 3)
Technical consultants

Financial analyses

- Cost-benefit analysis
- Monetary savings
- Economic damages
- Job creation
- Scenario planning

Investments, savings (\$, y, r%)
Municipal advisors + vendors

Engagement & implementation

- Stakeholders involvement + targeted outreach
- Hierarchical impact assessment
- By blocks, zip-code + parcel/tax-lot
- GIS and data-specialists

Assets, entities, individuals
Community groups + data scientists

City of Roeland Park, KS

56,214

mt CO₂e

Commercial buildings

2019

Petroleum (fuel oil)	US gal	1,232
Natural gas	M MCF	32,451
Electricity	MWh	18,934

25%

Industrial facilities

2019

Petroleum (fuel oil)	US gal	2,308
Natural gas	M MCF	15,182
Electricity	MWh	1,260

3%

Residential buildings

2019

Petroleum (fuel oil)	US gal	1,712
Natural gas	M MCF	198,342
Electricity	MWh	30,559

54%

Transportation

2019

Aviation	US gal (jet fuel, aviation gasoline)	442,133
Railway	US gal (diesel fuel and electricity)	2,314
Waterborne	US gal (motor gasoline and diesel)	136
On-road	US gal (motor gasoline and diesel)	992,800

19%

Preliminary data based on Dynamhcx proprietary model on city-wide greenhouse gas emissions (as of 11/2018). For methodology, see

Renewable sources of energy, such as onsite solar or biofuels are not shown in above estimates due to negligible emissions factors.

SPNO (SPP North) aggregates used for regional power and heat footprinting

Transportation intensity is shown in aggregates for on-road vehicles

Non-energy based emissions (steam, waste, etc.) not shown

Simplify sustainability

Visualize complex emission sources

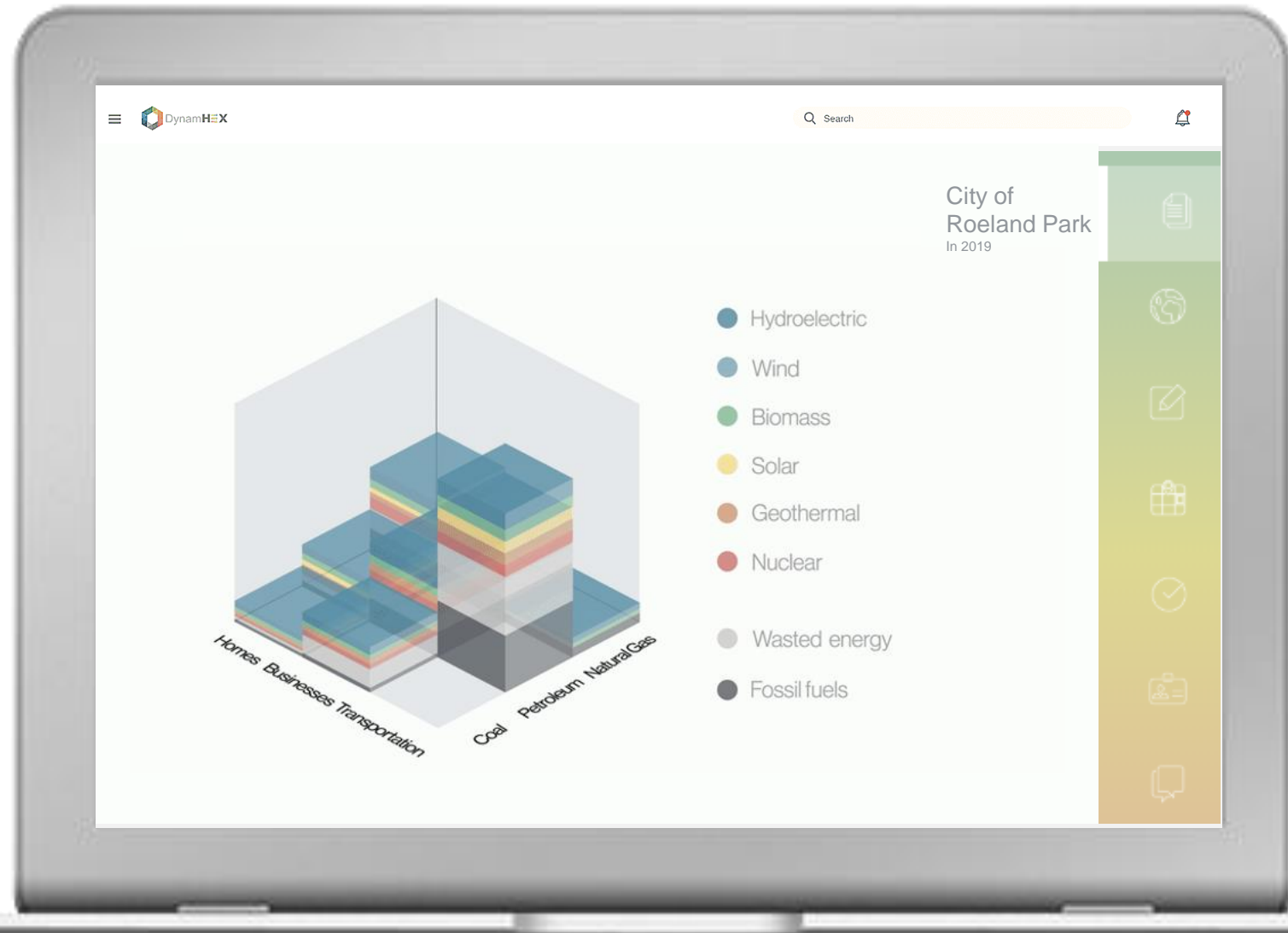
- Boils down RP footprint into a single visual:
 - Fossil fuels use mitigation opportunity
 - Improve efficiencies in energy delivery

Evaluate low-carbon solutions

- Switch from fossil-fuels and electrify
- Adopt more renewables at grid and on-site

What does
clean RP mean?

Colored city visual

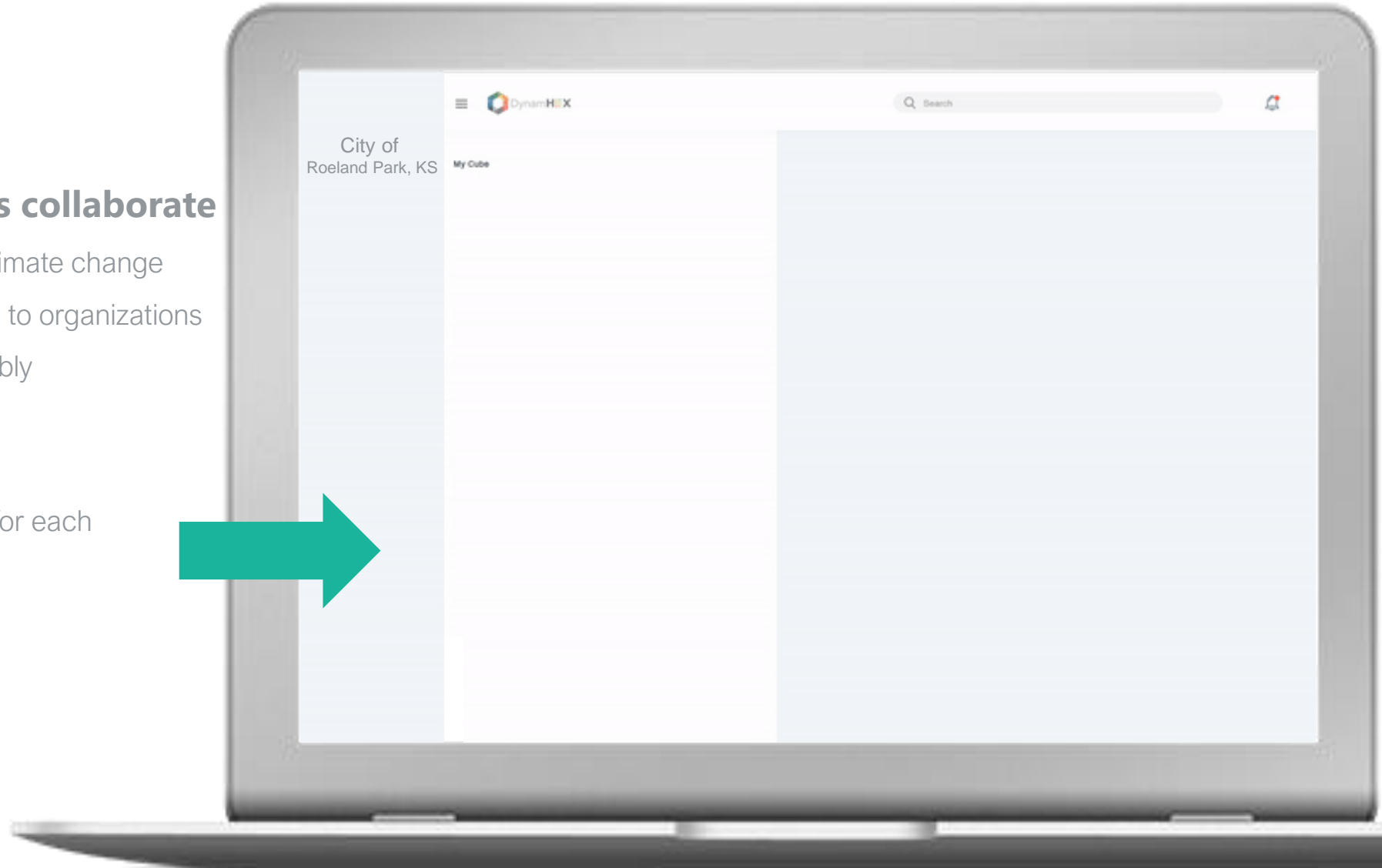


Engage sustainably

- **City and her stakeholders collaborate**

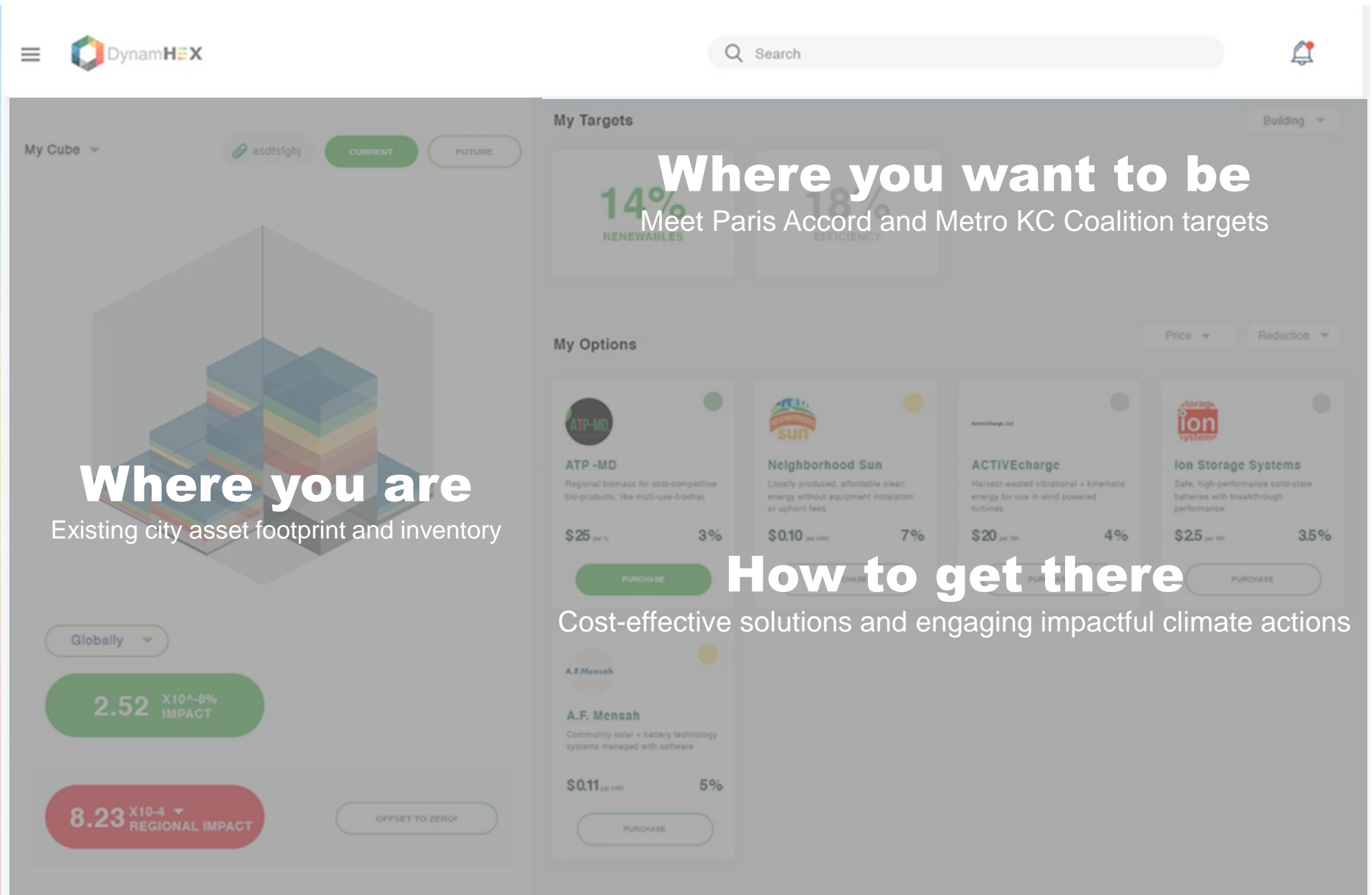
- Help communities mitigate climate change
 - From individual citizens to organizations
 - Work with utilities tangibly

- Show and measure impacts for each action or strategy



Welcome back

City of Roeland Park,
KS



* Visual representation for example purposes only

Meet targets

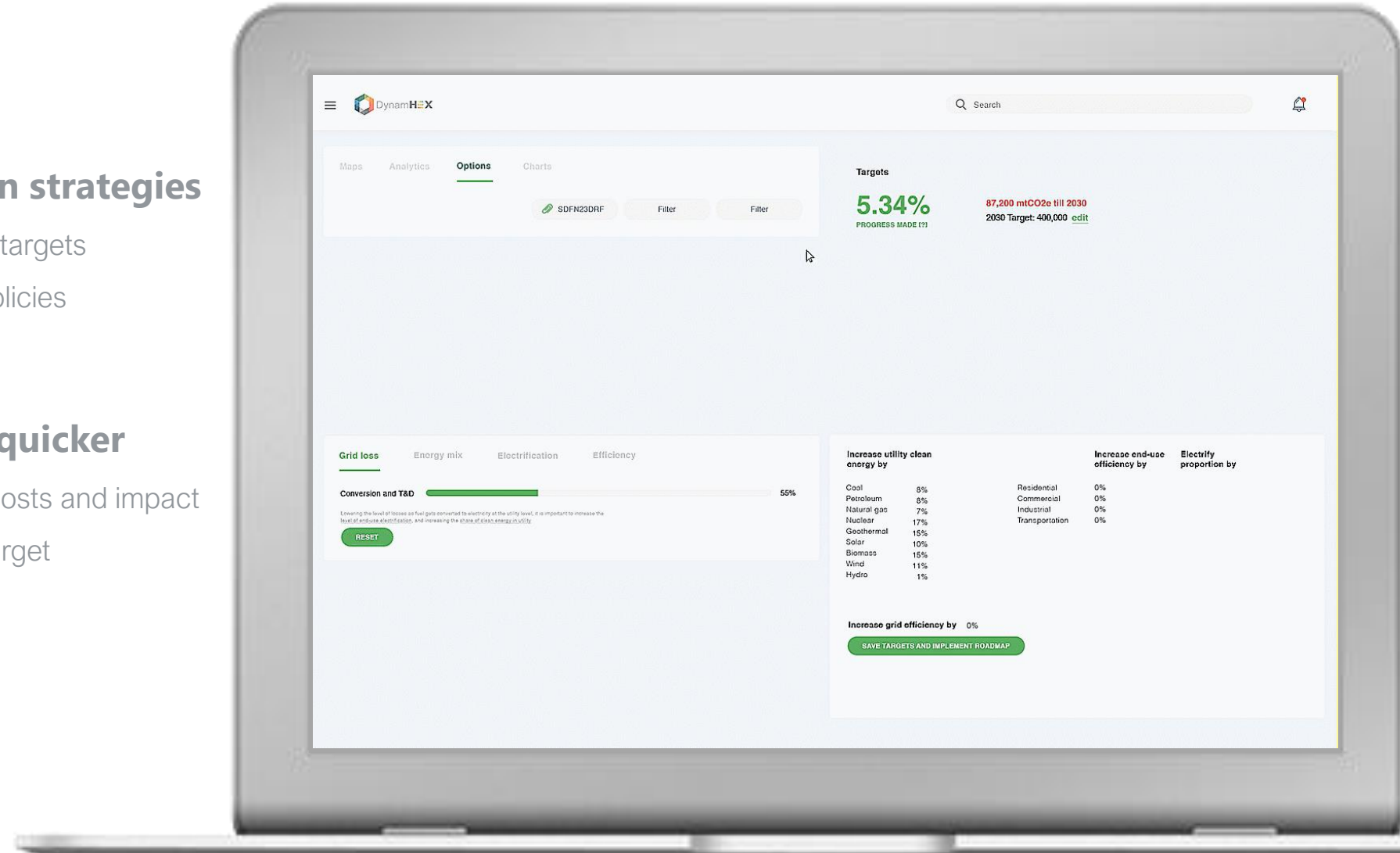
Plan actions

- **Personalized decarbonization strategies**

- Set and meet city and community targets
- Plan infrastructure projects and policies

- **Plan city-targets better and quicker**

- Maintain projects visual KPIs like costs and impact
- Engage stakeholders and be on target



Engagement

Households

City goals

- How to decarbonize residential buildings sector?
- *How much* emissions to be reduced, *where* and *when*?

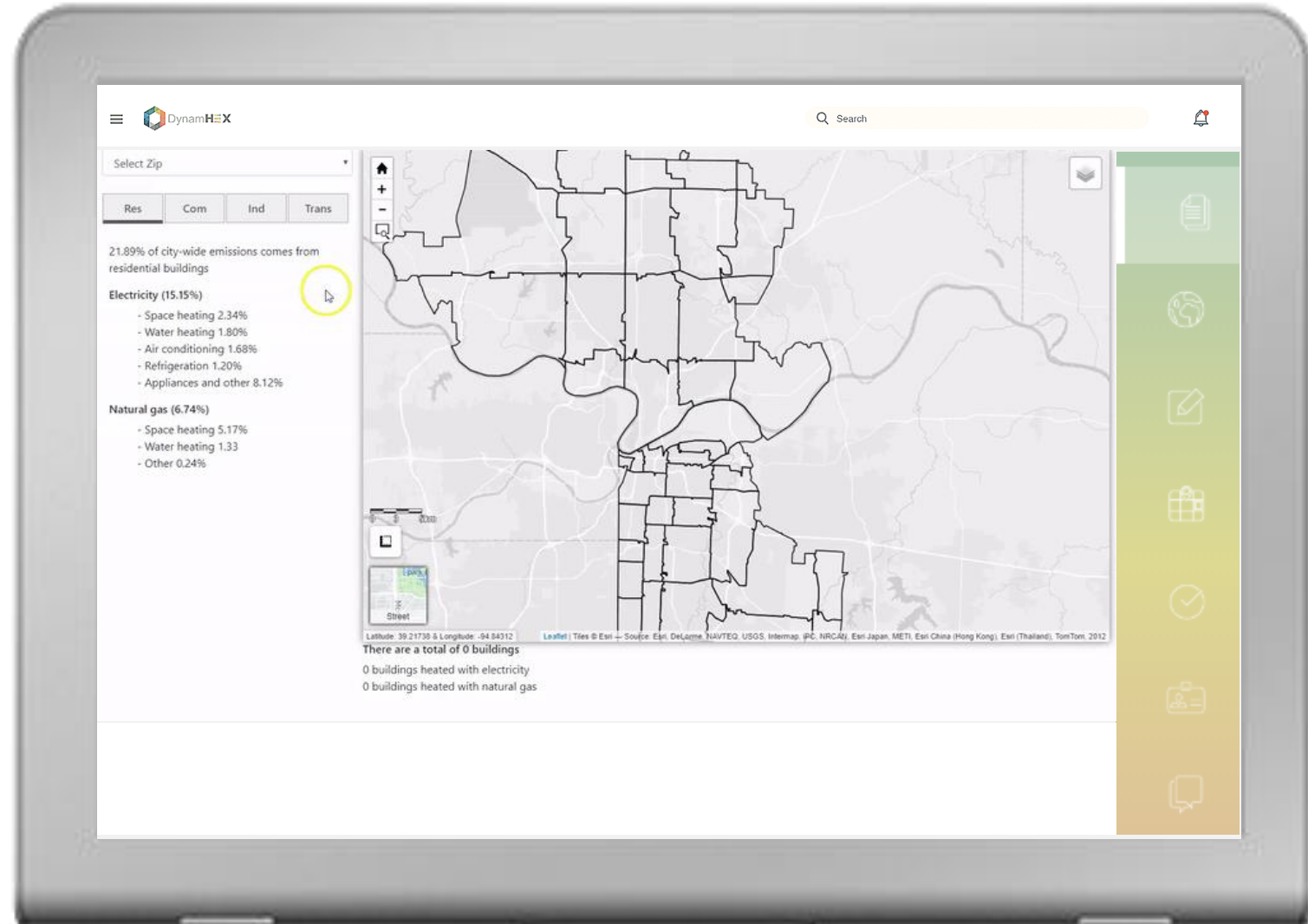
- **Residential buildings (54%)**

- Distribution of fuel-based vs. electric heating
- Target energy efficiency retrofits and savings

- **Community impact and engagement**

- Climate risks in underserved communities
- Housing stock by block, on-site DER potential

54% of city's footprint



Engagement

Local businesses

City goals

- How to decarbonize commercial/industrial stock?
- *How much* emissions to be reduced, *where* and *when*?

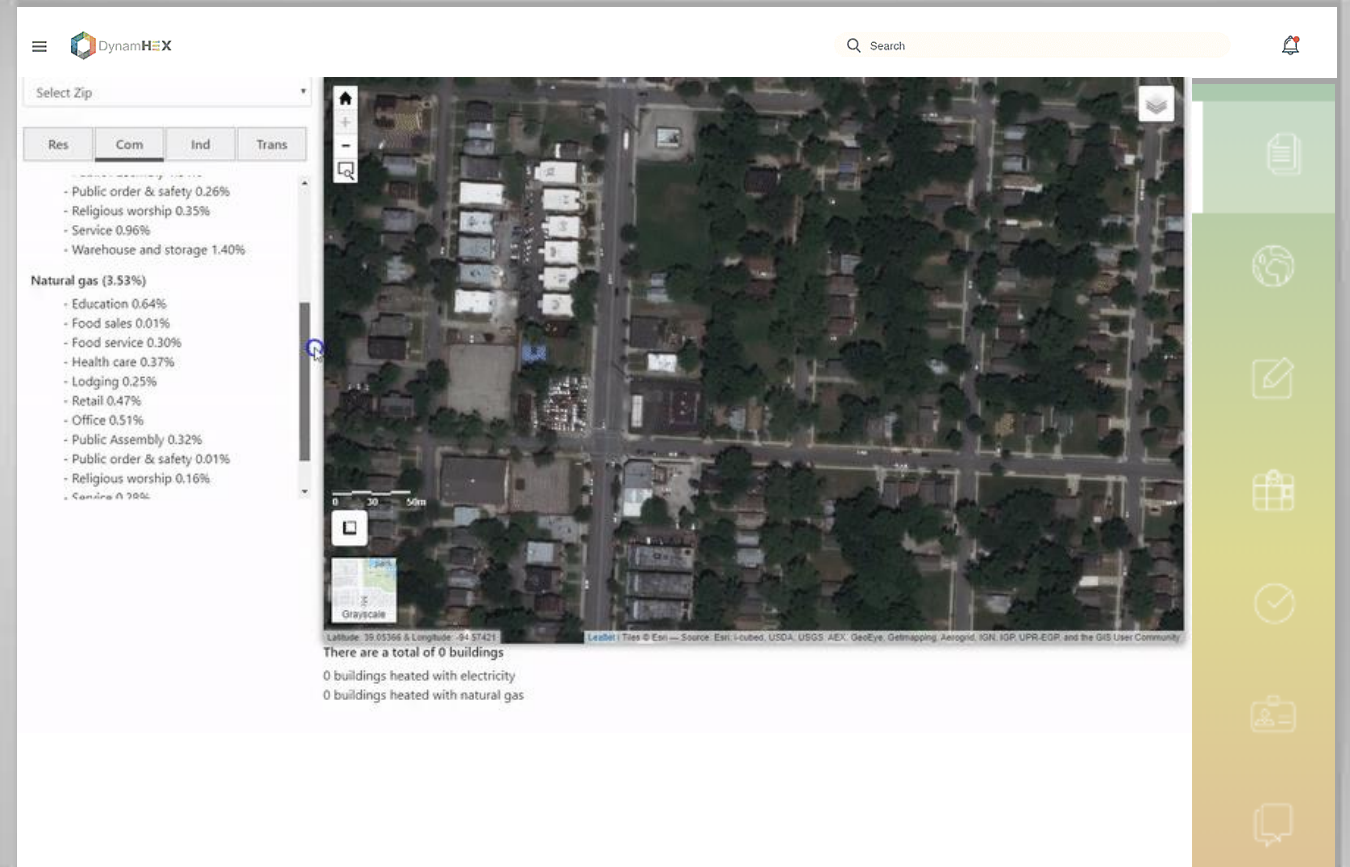
- **Commercial buildings (25.31%)**

- Building types - University, vs. retail, vs. offices
- Industrial processes + systems (3.19%)

- **Engagement**

- Corporate emissions targets and sustainability
- Each business can help reach climate goals

82% of city's footprint



Engagement

Both

City goals

- How to decarbonize transportation?
- *How much* emissions to be reduced, *where* and *when*?

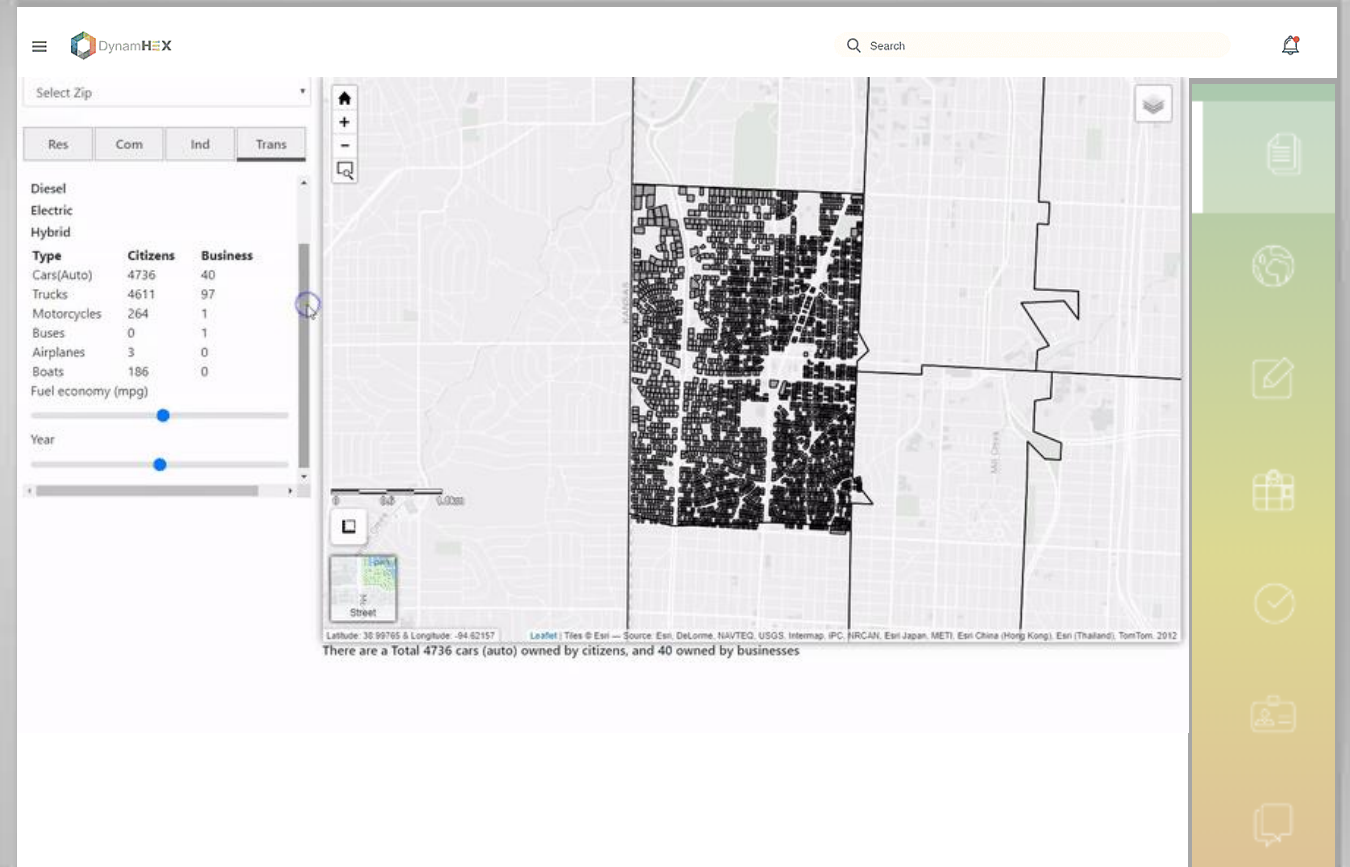
• Transportation (17.69%)

- Gasoline and diesel vehicles, vs. electric
- Passenger vehicles and trucks, vs. fleet

• Engagement

- Vehicles owned by citizens and local businesses
 - Commuters, bicyclists, public-transit riders
- Corporate fleets and new mobility models

98% of city's footprint



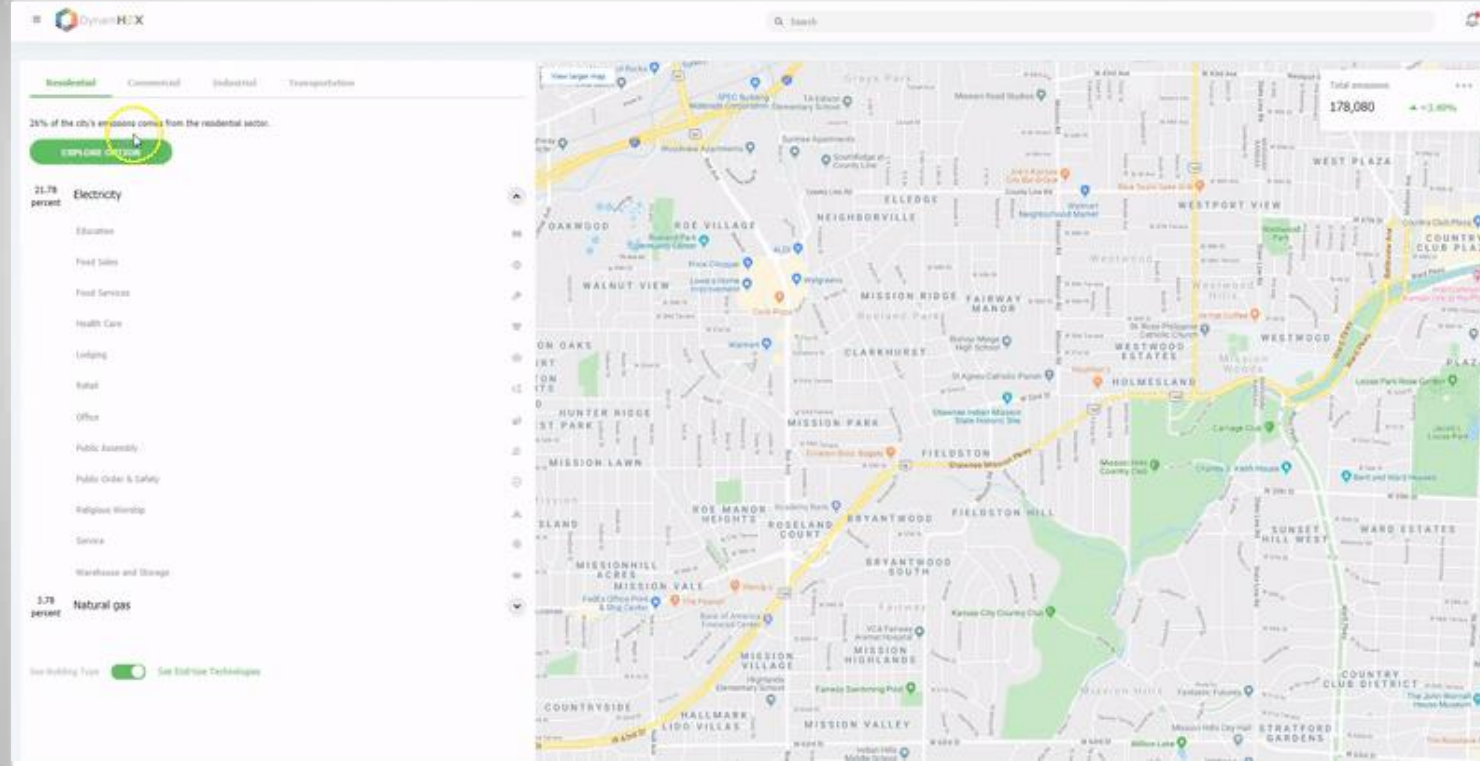
How does it work?

Roeland Park meets Paris Climate Targets



Start now

Claim City of Roeland Park **today**



Item Number: Applications/Presentations- A.-2.
Committee 2/17/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/30/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Discussion about Glass Recycling**
Item Type: Discussion

Recommendation:

Staff is seeking direction concerning glass recycling.

Details:

The attached memo from Ripple Glass provides some history surrounding their glass recycling drop off location in Roeland Park as well as notes concerning the different sites they have considered as alternates. Keith Moody made contact with Aldi following the 2/17/20 council meeting to assist with the discussion between Ripple and Aldi. Aldi has expressed willingness to consider hosting a drop off site. They requested locations options from Ripple as well as details concerning clean up responsibilities and standard agreement terms.

For your consideration, the City could coordinate a curbside recycling service on either a subscription basis (customers enroll) or by including it as part of our solid waste service package (all single family homes would be enrolled). Staff is not advocating for either of these options, merely raising them as options. Currently Mission Woods includes this service as part of their solid waste services, they pay roughly \$4.81/house/month to GlassBandit for weekly collection service.

Prairie Village recently implemented a pilot program for curbside recycling (the City is covering the cost with no charge to the residents during the pilot program). Prairie Village is being charged \$2.00/house/month during the pilot. GlassBandit is the service provider during the pilot. Collection is every other week. The City provided GlassBandit a \$7 deposit for each collection bin, the City owns the bins and is entitled to a 50% refund if they do not continue the pilot program and the bin is returned.

The information above is provided to give Council an idea of what curbside service may cost. If there is interest in pursuing a City organized service a request for proposals process is recommended. The project would be appropriate for the Sustainability Committee to marshal.

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"/> Ripple Drop Off Glass Recycling Location Options Summary	Cover Memo

Ripple Glass in Roeland Park

LOWE'S

- Original purple bin removed September 2018
- Revisited location in September 2019
- Property manager approved bin placement dependent upon Lowe's support
- Lowe's staff/store manager were supportive of bin re-placement
- Lowe's store manager directed Ripple staff to several individuals on the Lowe's Facilities team and Real Estate team who made it clear that under no circumstance could their corporate policy legally support a Ripple Glass bin (or any other container) in the Lowe's parking lot

WALGREENS

- Local staff was excited about the prospect of hosting a purple bin
- Spoke with Regional Manager who was unable to get legal clearance from Walgreens corporate

WALMART/CVS

- Ripple staff reached out to the property manager of the Roeland Park Shopping Center (Walmart/CVS) in September 2018. Property manager felt the bin's "visibility was too high" in the vacant lot, and after speaking with the owner, they would "have to pass"
- Revisited location and reached out to same property manager in September 2019...no response

ALDI

- Parking lot has limited space

PRICE CHOPPER

- Parking lot has limited space

"THE ROCKS"

- Recently, we have received several inquiries from Roeland Park residents about placing a purple bin at this location
- Potential issues with location:
 - Illegal dumping
 - Popular sledding spot for kids
 - Not overly visible
 - No business associated with the lot
 - City is trying to sell the land
- Despite these potential issues, "the rocks" may be a location we need to explore further considering the desire from residents, and the ongoing struggles we've had convincing businesses in Roeland Park to serve as a "bin host"

Item Number: Applications/Presentations- A.-3.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/17/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **2018 Certificate of Achievement for Excellence in Financial Reporting**
Item Type: Report

Recommendation:

For informational purposes

Details:

The City of Roeland Park received the Certificate for Achievement for Excellence in Financial Reporting for the FY 2018 Comprehensive Annual Financial Report (CAFR) from the Governmental Finance Officers Association (GFOA). This is the 25th consecutive year the City has received this award. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

The City was also recently recognized by GFOA for the Distinguished Budget Award for the first time with the submission of the 2019 budget. Staff submitted for the award again in 2020 and hopes this will be the start of a long tenured award program for that award as well.

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
 2018 Award Certificate and Press Release	Cover Memo



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

01/02/2020

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Roeland Park** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 20,500 members and the communities they serve.



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Roeland Park
Kansas**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

December 31, 2018

Christopher P. Morill

Executive Director/CEO



**The Government Finance Officers Association
of the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Jennifer Jones-Lacy

Assistant City Administrator / Finance Director
City of Roeland Park, Kansas

The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Merrill

Date January 2, 2020



Item Number: Mayor's Report- IV.-A.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Miege Champions 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
☐ Miege Champions Proclamation	Cover Memo



Proclamation

“Bishop Miege High School State Champions Week”

WHEREAS, The Bishop Miege High School Academic and Athletic Teams for Debate – Four Speaker, Girls’ Basketball, Girls’ Soccer, Boys’ Soccer and Football won State Championships in 2019; and

WHEREAS, Coaches, along with assistant coaches, helped teach these young men and women that they are students first and athletes second. These coaches taught and continue to teach these young student athletes sportsmanship, self-discipline, self-confidence, and help to give them the tools to develop their Faith. They taught them what “TEAM” really means; Together Everyone Achieves More; and

WHEREAS, as a result of their successes, the Bishop Miege High School teams and coaches now serve as role models to younger members of the community to also participate in productive endeavors such as athletics and other extra-curricular activities.

NOW THEREFORE, I, Mike Kelly, Mayor of the City of Roeland Park, along with members of the City Council do hereby proclaim the week of February 17th – 21st, 2020 as

“Bishop Miege High School State Champions Week”

FURTHER, I urge all residents of Roeland Park to join me in recognizing and celebrating the teams’ achievements and wish the members of the Teams, Coaching Staff, Faculty, and Student Body continued success.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

MIKE KELLY
Mayor

Item Number: Reports of City Liaisons- VI.-A.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **MARC – First Tier Suburbs (Jan Faidley and Claudia McCormack)**

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Unfinished Business- VII.-A.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/13/2020
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Mowing Agreement for 2020**
Item Type: Agreement

Recommendation:

Approve the 2020 mowing agreement with Jake's Lawn & Landscape.

Details:

In 2019, staff put out an RFP for mowing services for the 2020 mowing season. In total we received 2 bids from companies. The breakdown of cost for each company to complete a mowing of all locations is as follows:

<u>Jake's Lawn & Landscape</u>	<u>Green Outdoors Inc</u>
\$1,305 per mowing/trim	\$1,562 per mowing
\$2,500 per application	\$3,527 per application

PW has budgeted for contracted mowing services for the past 4 years. In all prior years, the contractor was able to complete the mowing season within budget or just slightly under.

Cost per mowing 2020 - \$1,305, assuming all 30 mowing's are needed. As it states in the agreement, the PW Director can decide to suspend a mowing or not depending on weather conditions and grass not growing due to drought, excess rainfall, etc. This will allow flexibility in the mowing schedule to keep within our budgeted amount for 2020 of \$35,658. For reference, the mowing contractor mowed 24 times in 2019. In previous years, our mowing contractor has averaged 22-24 mowing per season.

We also asked for prices to provide weed control and fertilizer applications. Those prices are reflected above. These fertilization applications will be charged to the Grounds Maintenance budget (5262.110). There are 3 weed control and fertilization applications planned per season. Pre-emergent is placed in the spring followed by a weed control in the summer. The final

application is a winterizer.

Updated information on fertilizer products used

Staff reached out to the mowing contractor to get information on the ingredients of the fertilizers used in city parks and greenspace areas. There are 3 applications for the parks and greenspaces. Safety Data sheets are attached.

1. The Anderson's - 12-0-4 Fertilizer with 0.38% Prodiamine Herbicide. This product is a pre-emergent herbicide that is a granular product that is put out in the spring to keep crabgrass and broad leaf weed from germinating. This product contains nitrogen(12%) and soluble potash(4%). This product has a low solubility in water, however the correct application rates and weather conditions will have low effect on aquatic organisms

2. Winfield Strike 3 - This product is put down in the form of a liquid that is mixed with water. Strike 3 is used to treat broad leaf weeds in greenspaces areas. The main ingredient is Dimethylamine salt. This product has the potential to be toxic to fish. Special care is needed to ensure any spills don't enter sewer systems or waterways. It is recommended to stay off the treated areas for 48 hours after application.

3. Award 18-0-3 40% Blended Organic - This turf fertilizer has milorganite(slow releasing nitrogen) which allows for the spreading of a unique blend of plant nutrients to allow for the growth of plant life with the addition of Soluble Potash nitrogen in the formula. This product is non-burning, long-lasting, eco-friendly fertilizer that Includes non-staining iron and non-leaching phosphorus

Currently, if the direction was to proceed with an all organic approach, the cost quote from our mowing contractor would be \$4,700 per treatment. Staff were told that the organic approach is roughly 60% effective versus a 95% efficiency with standard applications. Staff researched several lawn companies and the feedback received was that an organic approach can be done, however it can take up to 3 years to see the full result. Also, the research shows that there is not an organic product that is as effective in treating broad leaf weeds as a standard weed control liquid.

Currently, the agreement stated that if a application is ineffective, then the contractor will re-apply a second treatment at their cost. Our mowing contractor is not comfortable agreeing to this due to the less effective products and would recommend that the verbiage be removed from the agreement, if the direction was to proceed forward with an all organic approach.

Total Cost - Hybrid Program (2 standard applications, 1 organic application) would cost \$9,700

Cost of All Organic Applications(3) \$14,100

Cost of 3 Standard Apps - \$7,500

Financial Impact

Amount of Request: \$35,658	
Budgeted Item?	Budgeted Amount: \$35,658
Line Item Code/Description: 5214.106	

Additional Information

Jake's Lawn & landscape was the cities mowing contractor for 2019. Staff feel the service they provided was satisfactory and would recommend there services for the 2020 mowing season. Jake's Lawn & Landscape have always been very responsive to additional mowing requests and fulfilled our expectations in 2019.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> 2020 Mowing Agreement	Cover Memo
<input type="checkbox"/> 2020 Mowing Maps	Cover Memo
<input type="checkbox"/> Anderson Pre-Emergent SDS	Cover Memo
<input type="checkbox"/> Strike 3 Herbicide	Cover Memo
<input type="checkbox"/> Organic Blended Fertilizer	Cover Memo

**CITY OF ROELAND PARK, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS
AGREEMENT BETWEEN CITY AND CONTRACTOR
BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Roeland Park, Kansas, "Owner" and

Hereinafter "Contractor".

WHITNESSETH:

WHEREAS, the Owner has caused to be prepared in accordance with law, Instructions to Bidders, General Conditions, specifications, plans and other documents, all collectively declared the 'Contract Documents', for the work herein described and has approved and adopted these Contract Documents and has caused to be public the manner and for the time required by law, an advertisement inviting sealed bids for furnishing materials, labor and equipment for, and connection with, the project stated herein for: Traffic Island and Right of Way Maintenance.

WHEREAS, Contractor, in response to the advertisement inviting sealed Bids, has submitted to Owner a sealed Bid in accordance with the terms of the Contract; and

WHEREAS, the Owner has publicly opened, examined and reviewed the bids submitted, and as a result has determined and declared this Contractor the best bidder for the Traffic Island and Right of Way Maintenance and has awarded to the Contractor, a Contract upon the terms and conditions set forth in this Contract and for the sum or sums named in the Bid, attached hereto and made a part of this Contract.

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties agree, the Owner for itself, and its successors, and the Contractor for itself, or themselves, its, or their successors and assigns, or its, or executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at its own cost and expense all labor, tools, equipment, transportation and any accessories and materials required, to complete in good first-class and workmanlike manner the work as described and required by the Contract Documents as being included in, and covered by, the following items of the said Bid, to wit:

Contractor shall complete thorough mowing, string trimming and litter removal in all areas indicated in the Contract Documents.

All in accordance with the Contract Documents and other specified contract documents on file, all of which form the Contract and are as fully a part hereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the City of Roeland Park, the State of Kansas, and the United States of America. All terms used herein shall have the meaning ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the contract) of

_____, referred to as the Contract Price, for all work covered by and included in the contract and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the Contract Documents hereto attached.

ARTICLE III. The Contractor will commence work on a date to be specified in the Notice to Proceed, and will complete all work in a timely fashion and as set forth in the Contract Documents. Time is of the essence.

ARTICLE IV. Contractor specifically acknowledges and confirms that: [1] Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; [2] Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier[s] and its surety[ies]; and [3] Contractor's insurance carrier[s] and surety[ies] agree to be bound as specified in this Contract, in the Contract Documents, as set forth in the insurance policy[ies] and bonds pertaining to liability and surety coverage.

ARTICLE V. Owner and Contractor specifically agree that by executing this Contract, the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract; the duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

ARTICLE VI. This Contract, together with the other Contract Documents, constitutes the entire Contract between the parties and supersedes all prior contracts, whether oral or written, covering the same subject matter. This contract may not be modified or amended except as provided herein and the Contract Documents.

ARTICLE VII. This Contract is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

ARTICLE VIII. All local, state, and federal laws and requirements as described in the Contract Documents and General Conditions, which apply to this Contract, shall be incorporated herein by reference.

ARTICLE IX. Should any provision of this Contract or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision[s] shall be null and void; provided, however, that the remaining provisions of this Contract and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Roeland Park, Johnson County, Kansas, Owner, has caused this Contract to be executed in its behalf, and Contractor, through Contractor's dully authorized officer or representative, has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF ROELAND PARK, OWNER

Keith Moody, City Administrator

[SEAL]

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steven E Mauer, City Attorney

CONTRACTOR

[Name of Contractor]

BY: _____
Signature

Title (SEAL)

Address

City, State, Zip

Phone No.

Facsimile No. (If available)

(If the Contract is not executed by the president of the corporation or general partner of the partnership, Contractor must provide documentation, which authorizes the signer to bind the corporation or partnership.)

BID TABULATION SHEET
BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING
2020

- #1 **Roeland Park City Hall**
Price per mowing and trimming \$ 25⁰⁰
- #2 **Nall Park**
Price per mowing and trimming \$ 360⁰⁰
- #3 **Roeland Park Community Center**
Price per mowing and trimming \$ 165⁰⁰
- #4 **North Roe Blvd**
Right of Way Green Space
Price per mowing and trimming \$ 50⁰⁰
- #5 **4800 Roe Parkway**
Right of Way Green Space
Price per mowing and trimming \$ 165⁰⁰
- #6 **Right of Way Green Space**
Price per mowing and trimming \$ 40⁰⁰
- #7 **Right of Way Green Space**
Price per mowing and trimming \$ 20⁰⁰
- #8 **Roe Blvd Traffic Island Median**
Price per mowing and trimming \$ 30⁰⁰
- #9 **R Park**
Price per mowing and trimming \$ 165⁰⁰
- #10 **Cooper Creek Park**
Price per mowing and trimming \$ 80⁰⁰
- #11 **Carpenter Park**
Price per mowing and trimming \$ 40⁰⁰
- #12 **Juniper Park**
Price per mowing and trimming \$ 20⁰⁰
- #13 **Granada Park**
Price per mowing and trimming \$ 20⁰⁰
- #14 **Sweaney Park**

Price per mowing and trimming \$ 15.00

#15 Right of Way Greenspace

Price per mowing and trimming \$ 15.00

#16 Right of Way Greenspace

Price per mowing and trimming \$ 15.00

#17 Island A

Price per mowing and trimming \$ 10.00

#18 Island B

Price per mowing and trimming \$ 10.00

#19 Island C

Price per mowing and trimming \$ 10.00

#20 Island D

Price per mowing and trimming \$ 10.00

#21 Island E

Price per mowing and trimming \$ 10.00

#22 Island F

Price per mowing and trimming \$ 10.00

#23 Island G

Price per mowing and trimming \$ 10.00


#24 Island H

Price per mowing and trimming \$ 10.00

TOTAL BID \$ 1305.00

Cost Per Seasonal Lawn Application \$ 2500.00

Sake's Lawn & Landscape LLC
COMPANY

 Sake Coady
OWNER/AGENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

American Family Insurance - Business Insurance
PO Box 5316
Binghamton, NY 13902

CONTACT NAME: American Family Insurance - Business Insurance

PHONE (A/C, No, Ext): 866-908-0626

FAX (A/C, No):

E-MAIL

ADDRESS: service@amfambusinessinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Midvale Indemnity Company

27138

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

JAKES LAWN & LANDSCAPING LLC
1210 SOUTH 8TH STREET
ATCHISON KS 66002

COVERAGES**CERTIFICATE NUMBER: 1194250142919****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	N	N	GLP1023962	06/13/2019	06/13/2020	EACH OCCURRENCE
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$100,000
	OTHER:						MED EXP (Any one person)
							\$5,000
							PERSONAL & ADV INJURY
							\$1,000,000
							GENERAL AGGREGATE
							\$2,000,000
							PRODUCTS - COMP/OP AGG
							\$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						
	OWNED AUTOS ONLY						BODILY INJURY (Per person)
	HIRED AUTOS ONLY						BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						
	EXCESS LIAB						EACH OCCURRENCE
	DED						AGGREGATE
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						OTH-ER
	(Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
	PROFESSIONAL LIABILITY						OCCURRENCE
							AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawn Care Services

CERTIFICATE HOLDER

DEPT. OF PUBLIC WORKS CITY OF ROELAND PARK,
KANSAS 4600 W. 51ST ST. ROELAND PARK, KS 66205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles G. Goss

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ACORD 25 (2016/03)

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American Family Mutual Insurance Company, 5115 Q Operating Companies, American Family Life Insurance Company, 6000 American Parkway, Madison, WI 53783

Granada St

51st St

51st St

1

N

Area 1
4600 W 51st Street
Approx Acres = .25



Area 2
4800 Nall Avenue
Approx Acres = 6.5



Skyline Dr

Rosewood Dr

3

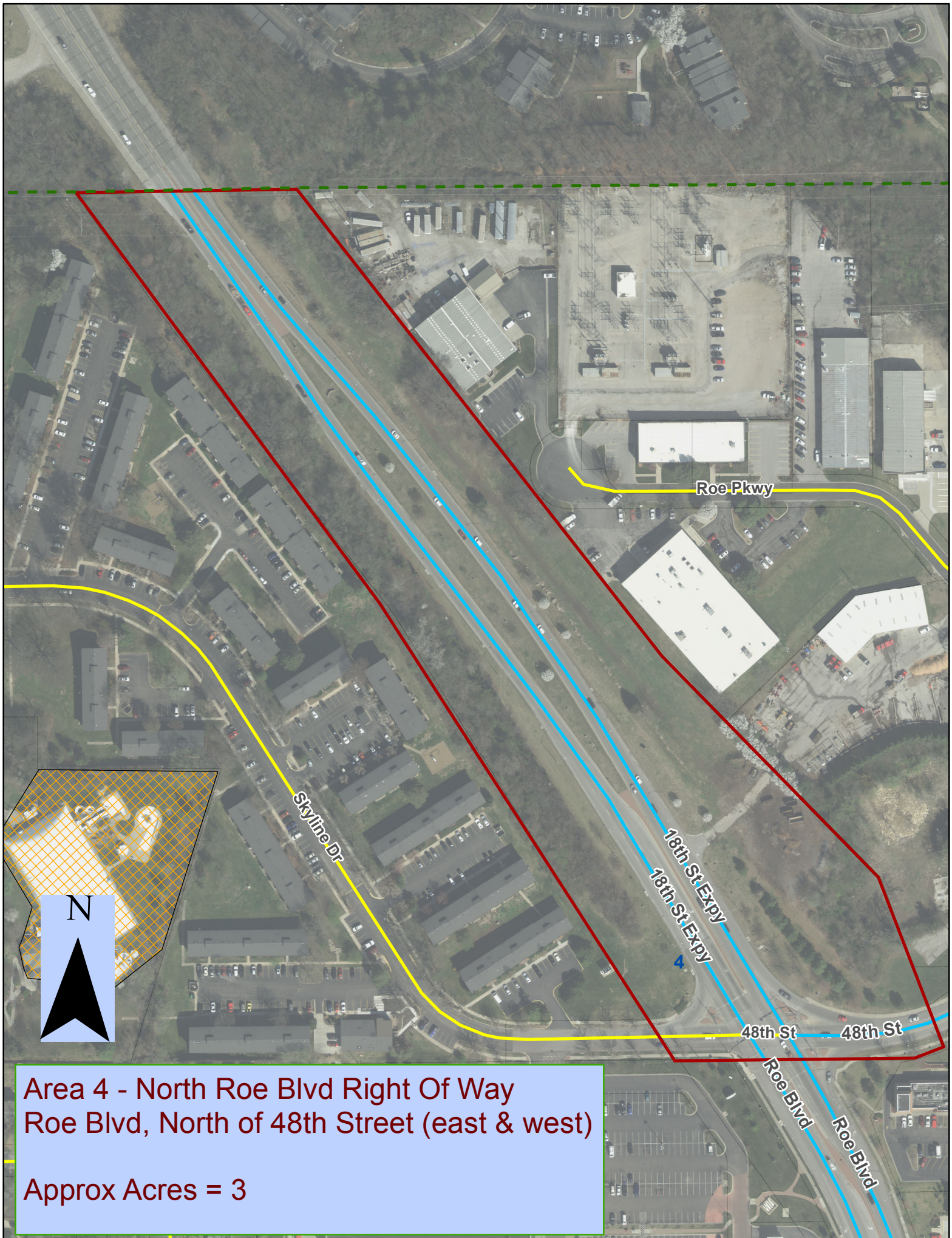
49th St

Area 3- Roeland Park Community Center
4850 Rosewood Drive

Approx Acres = 3

CommunityCenter





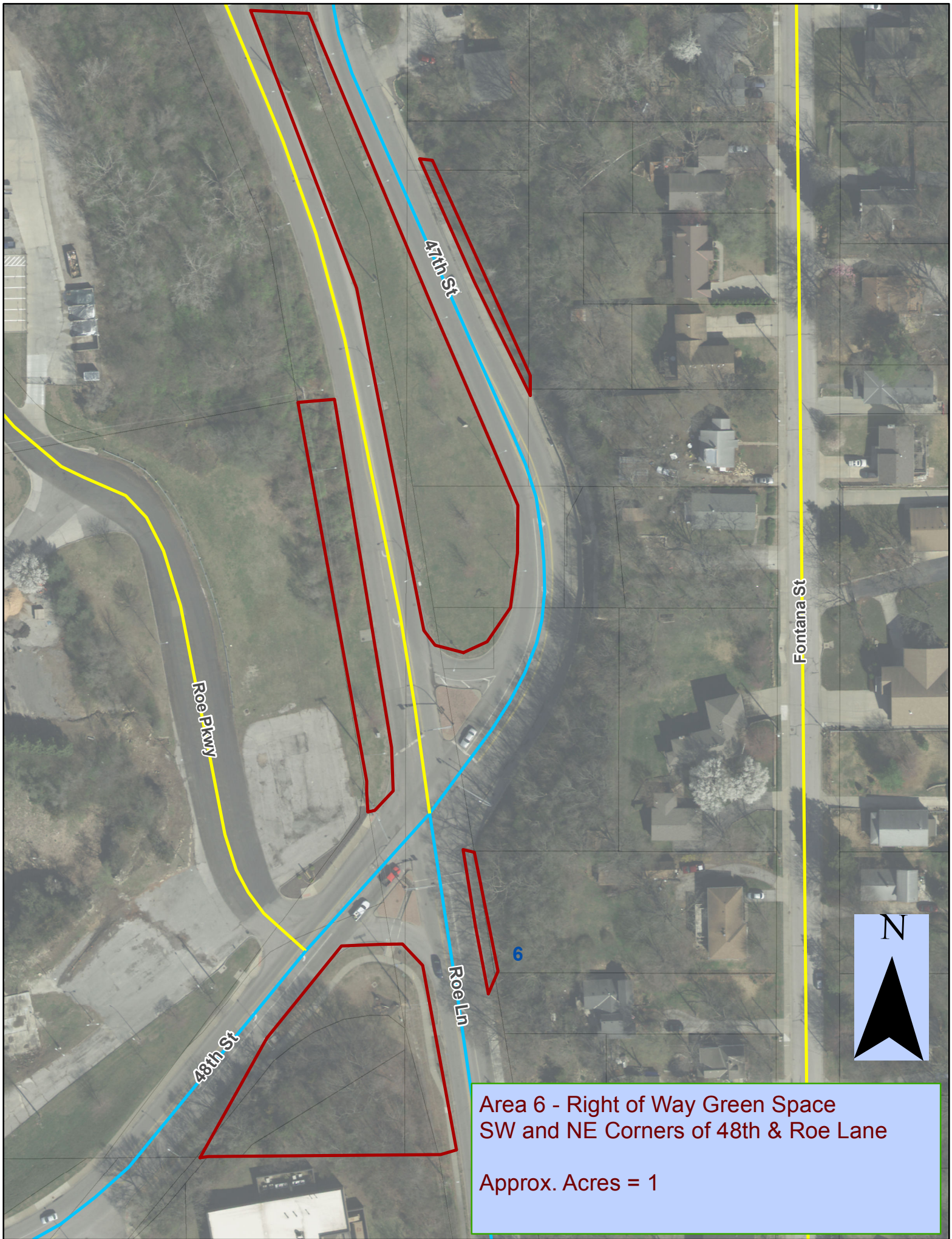


Public Works Building

N

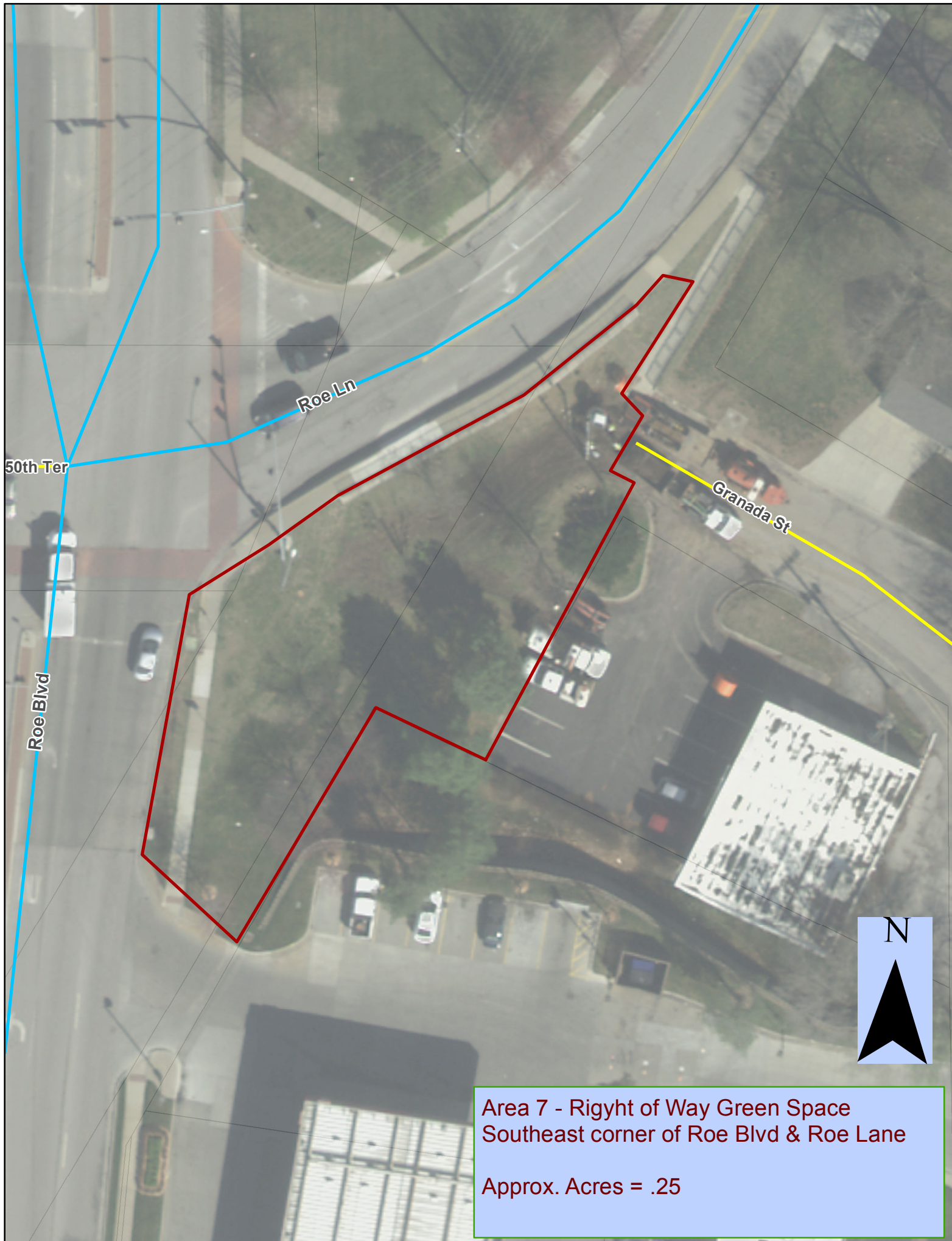
Area 5 - Public Works & City Property
4800 Roe Parkway

Approx. Acres = 5.5 Acres



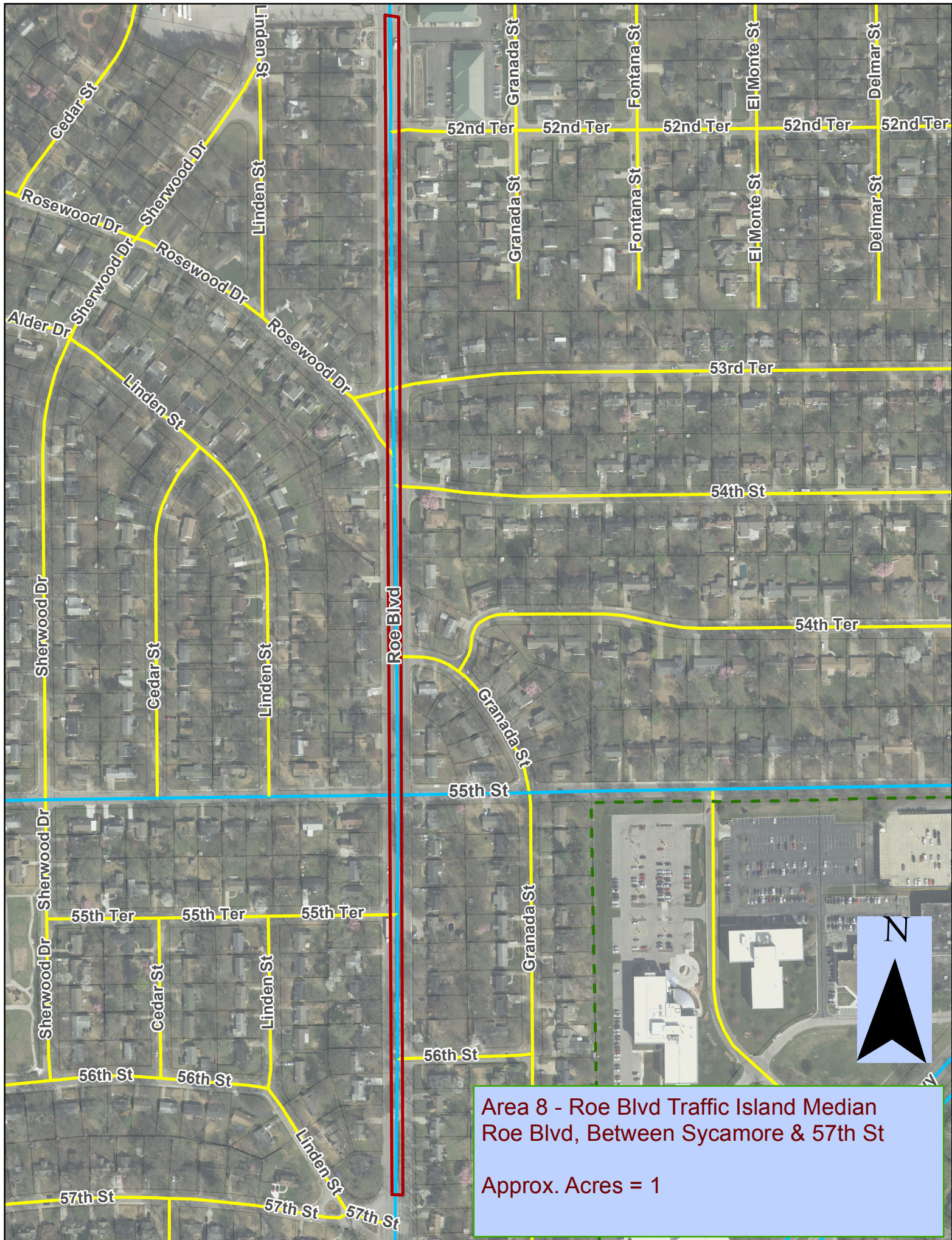
Area 6 - Right of Way Green Space
SW and NE Corners of 48th & Roe Lane

Approx. Acres = 1



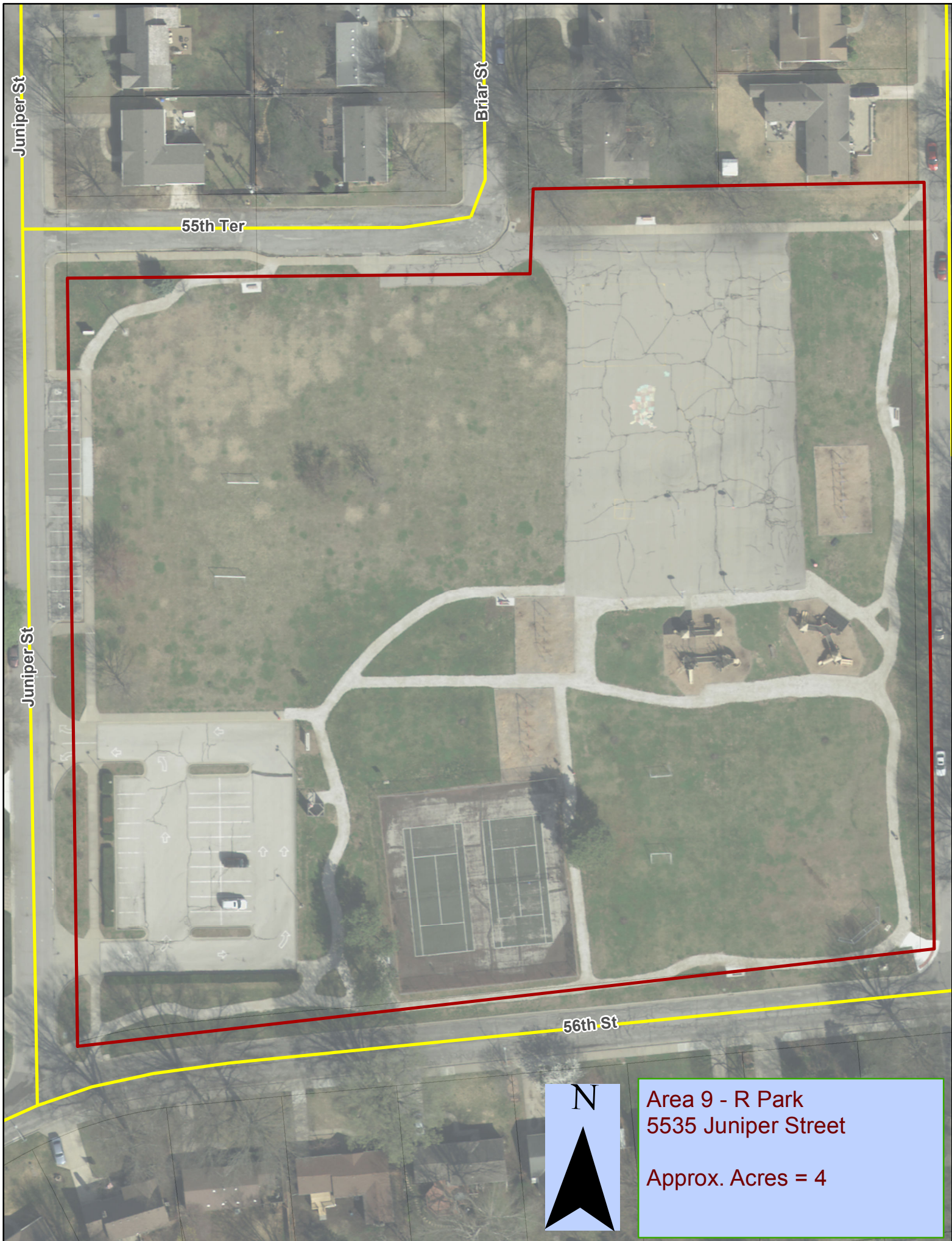
Area 7 - Righbt of Way Green Space
Southeast corner of Roe Blvd & Roe Lane

Approx. Acres = .25



Area 8 - Roe Blvd Traffic Island Median
Roe Blvd, Between Sycamore & 57th St

Approx. Acres = 1



Juniper St

Briar St

55th Ter

Juniper St

56th St



Area 9 - R Park
5535 Juniper Street

Approx. Acres = 4



Area 10 - Cooper Creek Park
58th S & Roeland Drive
Approx. Acres = 1

Sycamore Dr

13

Cedar St



Area 11 - Carpenter Park
Sycamore Dr & Cedar St

Approx. Acres = .65



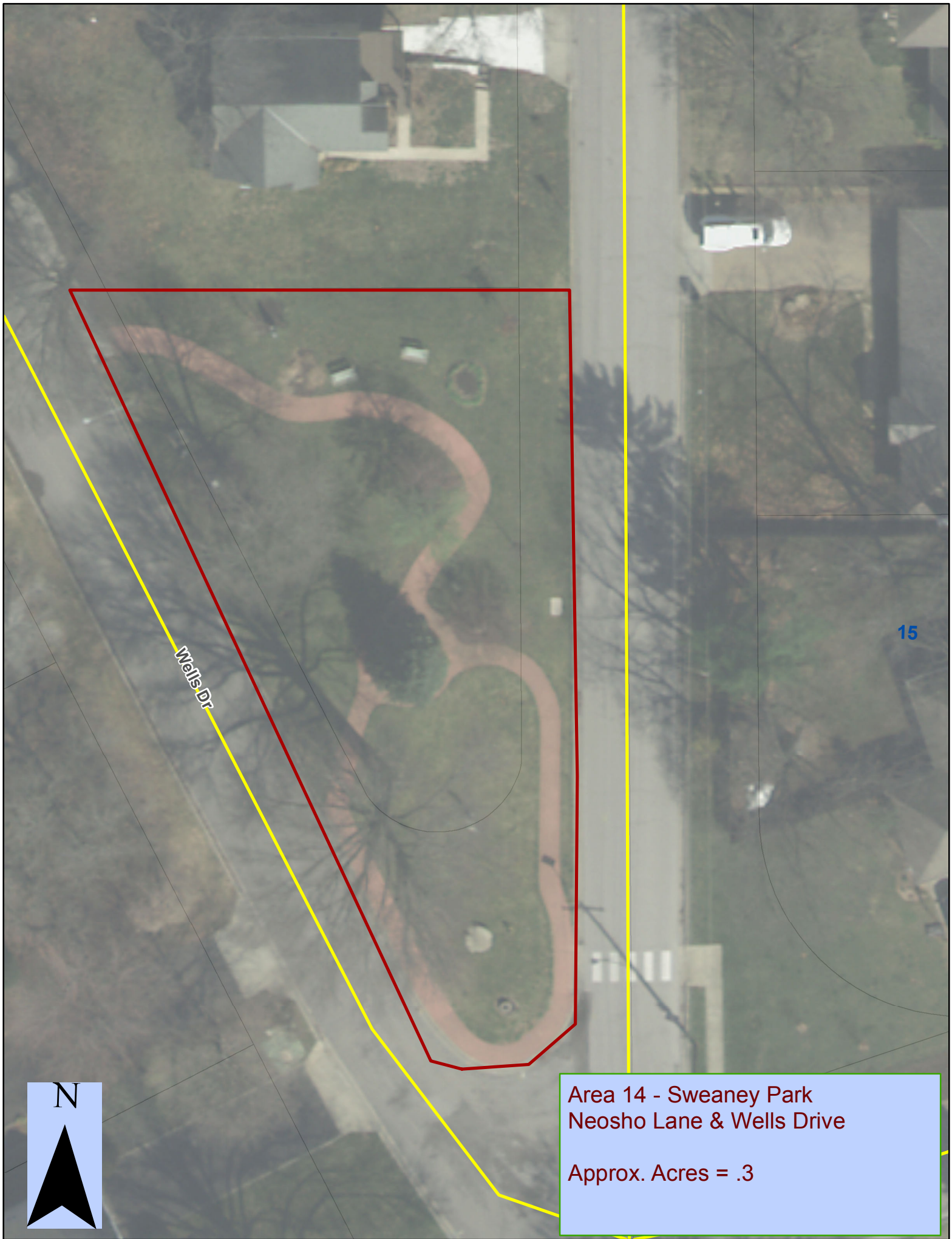
Juniper St



Area 12 - Juniper Park
Juniper St, Between Alder & Rosewood
Approx. Acres = .2



Area 13 - Granada Park
5150 Granada St
Approx. Acres = .2



Wells Dr

15



Area 14 - Sweaney Park
Neosho Lane & Wells Drive
Approx. Acres = .3



#15 Right of Way
Greenspace 52 Pl &
Neosho Ln
Approx. Acres = .1 Acres



Roe Ln

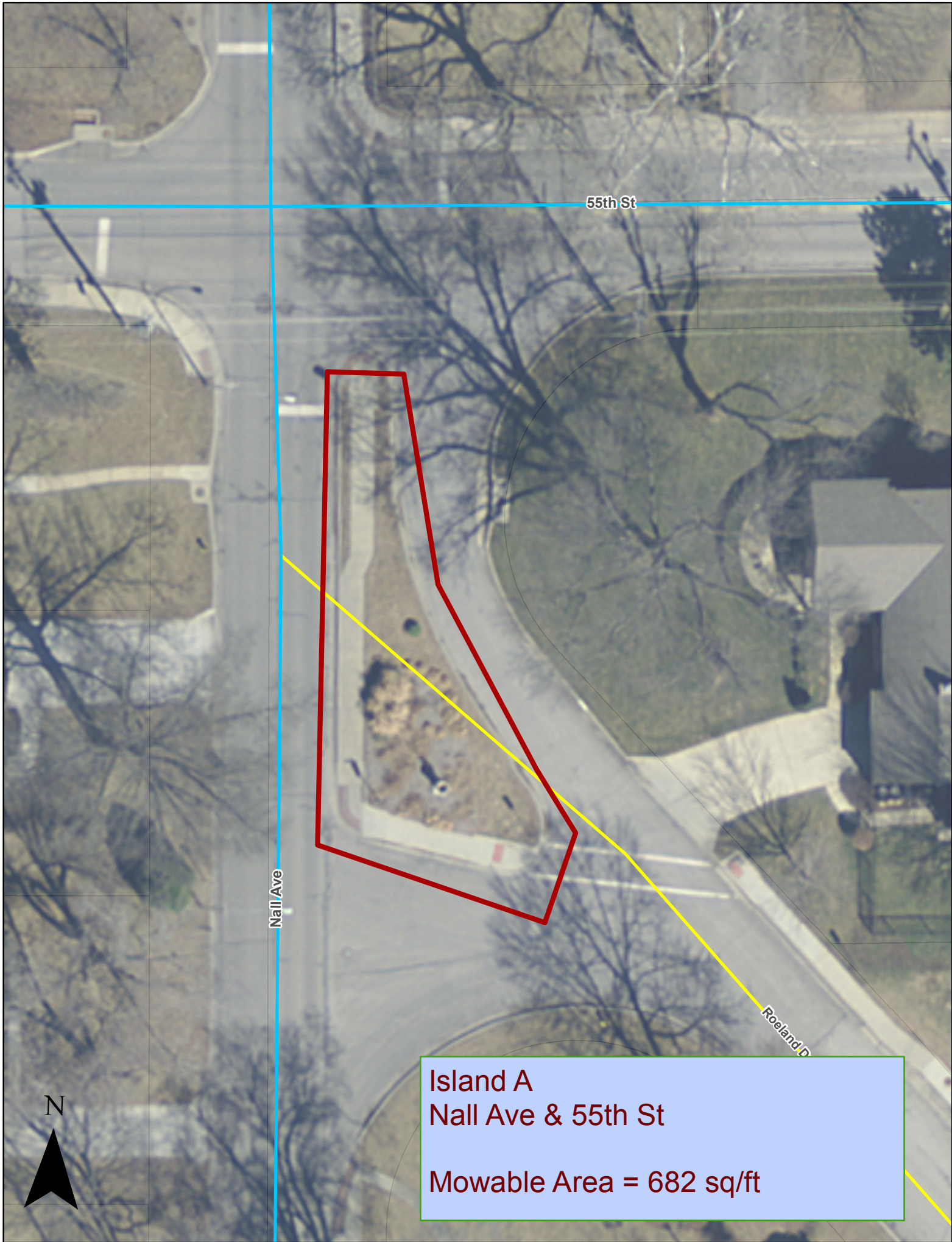
Southridge Dr

7

50th St

#16 Right of Way Greenspace
Intersection of Southridge & Roe
Lane

Approx. Acres = .14 Acres



55th St

Nall Ave

Roeland D



Island A
Nall Ave & 55th St
Mowable Area = 682 sq/ft

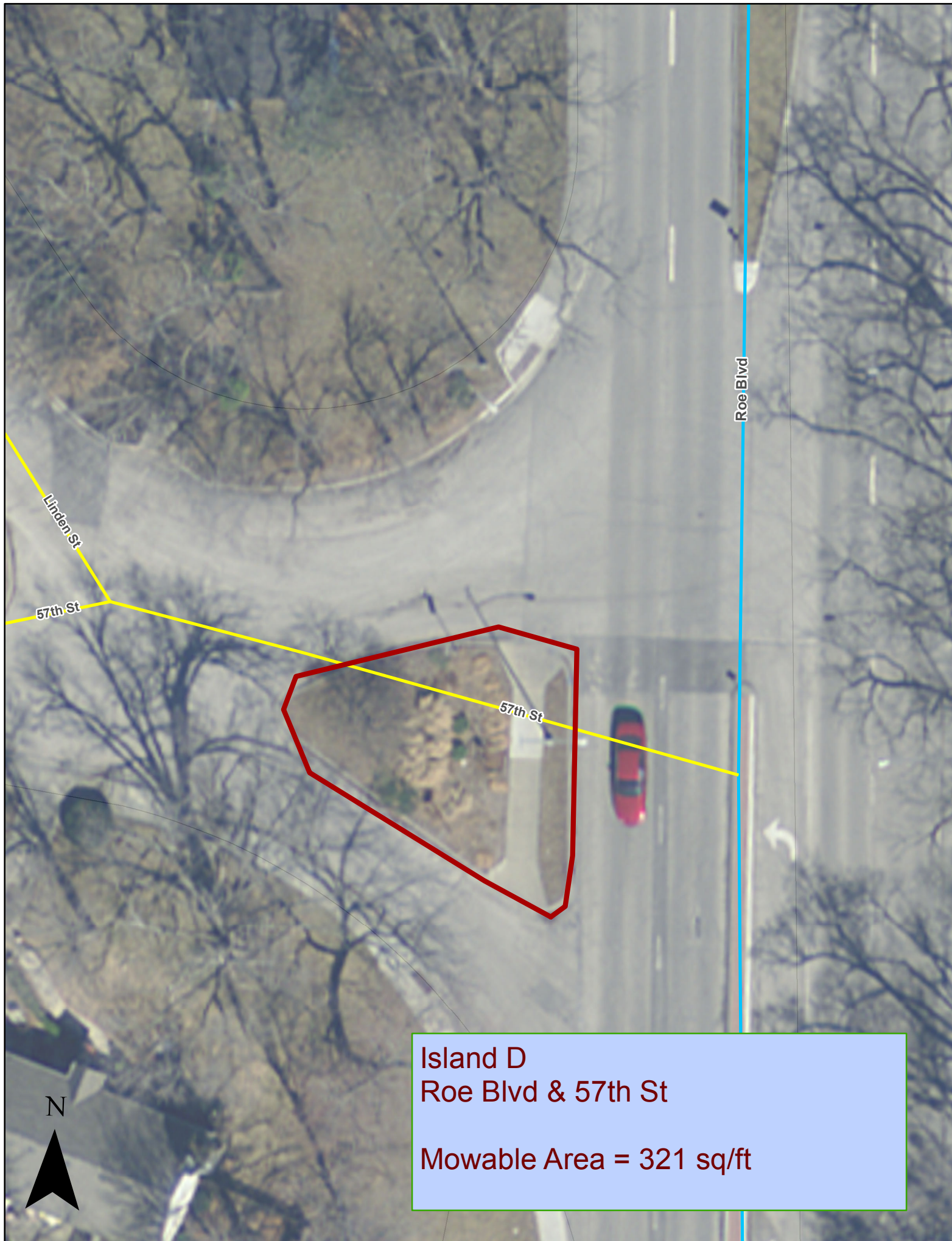


Roeland Dr

Island B
Infront of 5517 Roeland Dr
Mowable Area = 2,880 sq/ft



Island C
Infront of 4701 W 57th St
Mowable Area = 465 sq/ft



Roe Blvd

Linden St

57th St

57th St

Island D
Roe Blvd & 57th St
Mowable Area = 321 sq/ft

N



53rd Ter

53rd Ter

Roe Blvd

Rosewood Dr

Island E
Roe Blvd & Rosewood
Mowable Area = 1140 sq/ft

N

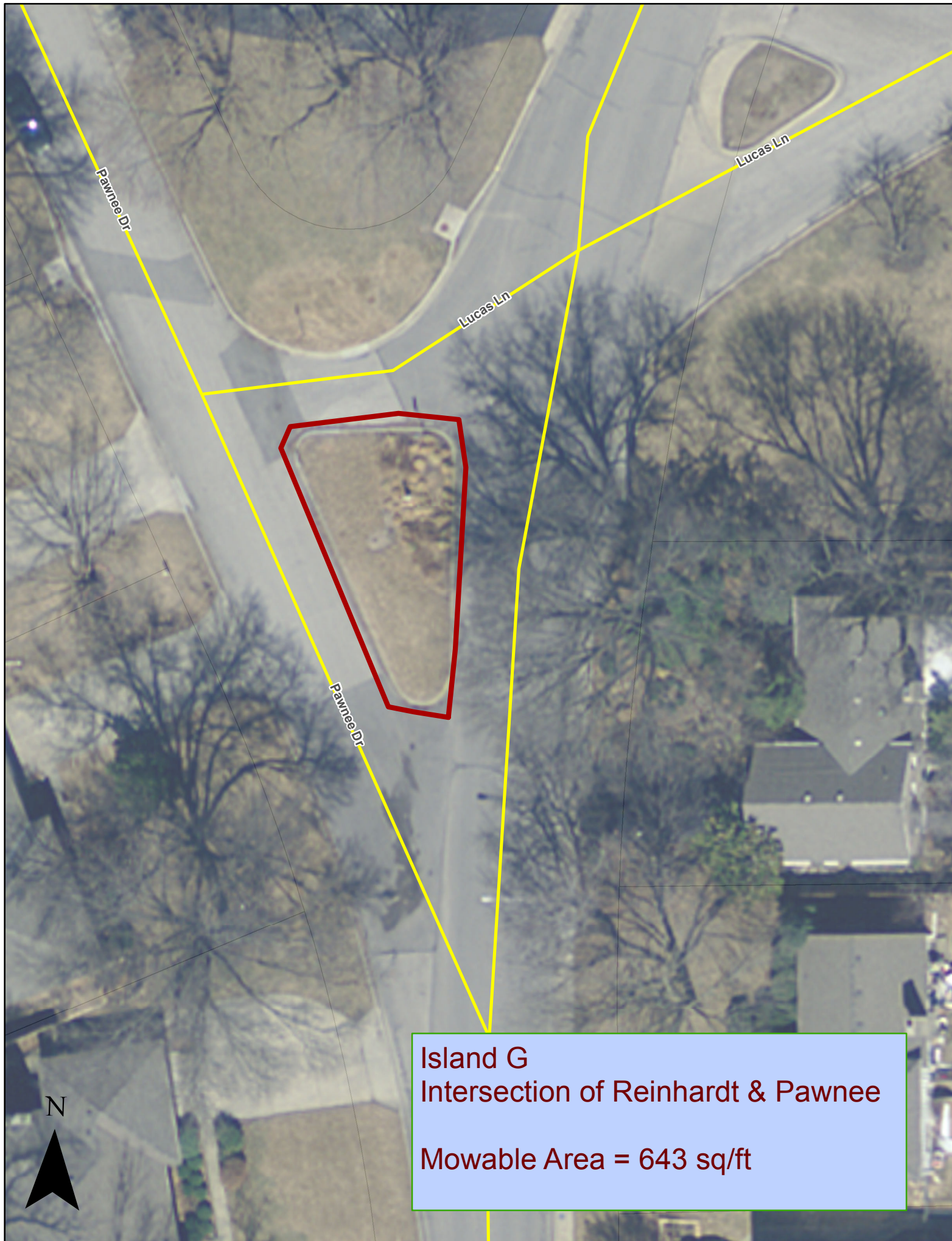


Sherwood Dr

Linden St

N

Island F
Intersection of Sherwood & Linden
Mowable Area = 775 sq/ft



Pawnee Dr

Lucas Ln

Lucas Ln

Pawnee Dr

Island G
Intersection of Reinhardt & Pawnee
Mowable Area = 643 sq/ft

N



50th Ter

Island H
Infront of 3629 W 50th Ter

Mowable Area = 630 sq/ft

1. PRODUCT AND COMPANY IDENTIFICATION

Product Code: 544-2450
Product Name: Award Turf Fertilizer 18-0-3 40% Organic
Company Name: Eau Claire Coop Oil Company
P.O. Box 837
Eau Claire, WI 54702
Emergency Contact: Chemtrec (800)424-9300
Information: Product Related (715)876-6422
Part Number: 544-2455

2. HAZARDS IDENTIFICATION

Serious Eye Damage/Eye Irritation, Category 2A

Acute Toxicity: Inhalation, Category 4

Acute Toxicity: Oral, Category 4

Skin Corrosion/Irritation, Category 2



GHS Signal Word: Warning

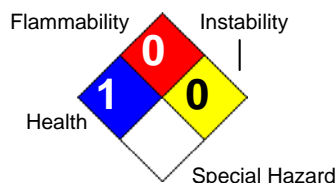
GHS Hazard Phrases: Causes serious eye irritation.
Harmful if inhaled.
Harmful if swallowed.
Causes skin irritation.

GHS Precaution Phrases: Wash hands thoroughly after handling.
Wear protective gloves/protective clothing/eye protection/face protection.
Use only outdoors or in a well-ventilated area.
Avoid breathing dust/fume/gas/mist/vapours/spray.
Do not eat, drink or smoke when using this product.
Take off contaminated clothing and wash it before reuse.
Keep out of reach of children.

GHS Response Phrases: IF IN EYES: Rinse cautiously with water for 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
If eye irritation persists, get medical advice/attention.
IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
Call a POISON CENTER or doctor/physician if you feel unwell.
IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell.
Rinse mouth.
IF ON SKIN: Wash with plenty of soap and water. If skin irritation persists, get medical advice/attention.

GHS Storage and Disposal Phrases: Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard Rating System:

**Potential Health Effects
(Acute and Chronic):**

Acute: May cause respiratory tract irritation.
Chronic: Not expected to be a chronic hazard.

Inhalation:

May be harmful if inhaled. Inhalation of dust may cause respiratory tract irritation.

Skin Contact:

May cause skin irritation. May be harmful if absorbed through the skin.

Eye Contact:

Dust may cause mechanical irritation. May cause eye irritation.

Ingestion:

May cause gastrointestinal irritation with nausea, vomiting and diarrhea. May be harmful if swallowed.

3. COMPOSITION/INFORMATION ON INGREDIENTS

CAS #	Hazardous Components (Chemical Name)	Concentration
NA	Other Non-Hazardous Ingredients	2.0 -85.0 %
57-13-6	Urea	11.0 -92.0 %
7447-40-7	Potassium chloride	4.0 -70.0 %
16389-88-1	Dolomitic limestone	2.0 -85.0 %

4. FIRST AID MEASURES

Emergency and First Aid**Procedures:**

Remove from exposure and move to fresh air immediately. If not breathing, give artificial respiration. Get medical aid.

In Case of Inhalation:**In Case of Skin Contact:**

Flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Get medical aid if irritation develops and persists. Wash clothing before reuse.

In Case of Eye Contact:

Flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower eyelids. Get medical aid if irritation develops and persists.

In Case of Ingestion:

If swallowed, do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. For further assistance, contact your local Poison Control Center 1-800-222-1222.

Note to Physician:

Treat symptomatically and supportively.

5. FIRE FIGHTING MEASURES

Flash Pt: No data.

Explosive Limits: LEL: No data. UEL: No data.

Autoignition Pt: No data.

Suitable Extinguishing Media: Substance is noncombustible; use agent most appropriate to extinguish surrounding fire. Use water spray, dry chemical, carbon dioxide, or appropriate foam.

Fire Fighting Instructions: As in any fire, wear a self-contained breathing apparatus in pressure-demand, MSHA/NIOSH (approved or equivalent), and full protective gear. During a fire, irritating and highly toxic gases may be generated by thermal decomposition or combustion. Use extinguishing media appropriate to surrounding fire conditions. Substance is noncombustible. Decomposes at high temperatures, resulting in toxic and corrosive products. Water runoff can cause environmental damage. Dike and collect water used to fight fire.

Flammable Properties and Hazards: No data available.

6. ACCIDENTAL RELEASE MEASURES

Steps To Be Taken In Case Material Is Released Or Spilled: Use proper personal protective equipment as indicated in Section 8.
Spills/Leaks: Vacuum or sweep up material and place into a suitable disposal container.
Clean up spills immediately, observing precautions in the Protective Equipment section.
Avoid generating dusty conditions. Provide ventilation.

7. HANDLING AND STORAGE

Precautions To Be Taken in Handling: Wash hands thoroughly after handling. Minimize dust generation and accumulation.
Avoid contact with eyes, skin, and clothing. Keep container tightly closed. Avoid ingestion and inhalation. Use with adequate ventilation. Wash clothing before reuse.
Avoid breathing dust, mist, or vapor.

Precautions To Be Taken in Storing: Keep container closed when not in use. Store in a cool, dry, well-ventilated area away from incompatible substances, inaccessible to children and domestic animals.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

CAS #	Partial Chemical Name	OSHA TWA	ACGIH TWA	Other Limits
NA	Other Non-Hazardous Ingredients	No data.	No data.	No data.
57-13-6	Urea	PEL: PNOR 15 Total 5 Resp. mg/m3	TLV: PNOS 10 Inhalable 3 Resp. mg/m3	No data.
7447-40-7	Potassium chloride	PEL: PNOR 15 Total 5 Resp. mg/m3	TLV: PNOS 10 Inhalable 3 Resp. mg/m3	No data.
16389-88-1	Dolomitic limestone	PEL: 15 Total 5 Respirable mg/m3	TLV: 10 total 5 Respirable mg/m3	No data.

Respiratory Equipment (Specify Type): A respiratory protection program that meets OSHA's 29 CFR 1910.134.

Eye Protection: Safety glasses with side-shields conforming to ANSI Z-87.

Protective Gloves: Wear appropriate protective gloves to prevent skin exposure.

Other Protective Clothing: Wear appropriate protective clothing to prevent skin exposure.

Engineering Controls (Ventilation etc.): Facilities storing or utilizing this material should be equipped with an eyewash facility and a safety shower. Use adequate ventilation to keep airborne concentrations low.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical States: [] Gas [] Liquid [X] Solid

Appearance and Odor: Various Colors.

Melting Point: No data.

Boiling Point: No data.

Autoignition Pt: No data.

Flash Pt: No data.

Explosive Limits: LEL: No data. UEL: No data.

Specific Gravity (Water = 1): No data.

Vapor Pressure (vs. Air or mm Hg): No data.

Vapor Density (vs. Air = 1): No data.

Evaporation Rate: No data.

Solubility in Water: No data.

Percent Volatile: No data.

10. STABILITY AND REACTIVITY

Stability: Unstable [] Stable [X]

Conditions To Avoid - dust generation, Incompatible materials.

Instability:

Incompatibility - Materials To Avoid: Strong bases, Strong oxidizing agents, DICHROMATES, liquid chlorine, nitrates, permanganates, chromyl chloride.

Hazardous Decomposition Or Byproducts: oxides of phosphorus, nitrogen oxides (NOx) and ammonia (NH3). oxides of sulfur, Oxides of potassium, Carbon monoxide, oxides of nitrogen, Carbon dioxide.

Possibility of Hazardous Reactions: Will occur [] Will not occur [X]

Conditions To Avoid - No data available.

Hazardous Reactions:

11. TOXICOLOGICAL INFORMATION

Toxicological Information: No data available.

Carcinogenicity/Other Information: OSHA: No component of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA. Additional studies are needed to determine whether the cell transforming activity of quartz is related to its carcinogenic potential.

CAS #	Hazardous Components (Chemical Name)	NTP	IARC	ACGIH	OSHA
NA	Other Non-Hazardous Ingredients	n.a.	n.a.	n.a.	n.a.
57-13-6	Urea	n.a.	n.a.	n.a.	n.a.
7447-40-7	Potassium chloride	n.a.	n.a.	n.a.	n.a.
16389-88-1	Dolomitic limestone	n.a.	n.a.	n.a.	n.a.

12. ECOLOGICAL INFORMATION

General Ecological Information: Environmental: No information available.

Physical: No information available.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Method: Chemical waste generators must determine whether a discarded chemical is classified as a hazardous waste. US EPA guidelines for the classification determination are listed in 40 CFR Parts 261. Additionally, waste generators must consult state and local hazardous waste regulations to ensure complete and accurate classification.

RCRA P-Series: None listed.

RCRA U-Series: None listed.

14. TRANSPORT INFORMATION

GHS Classification: Serious Eye Damage/Eye Irritation, Category 2A - Warning! Causes serious eye irritation
Acute Toxicity: Inhalation, Category 4 - Warning! Harmful if inhaled
Acute Toxicity: Oral, Category 4 - Warning! Harmful if swallowed
Skin Corrosion/Irritation, Category 2 - Warning! Causes skin irritation

LAND TRANSPORT (US DOT):

DOT Proper Shipping Name: Not Regulated.

DOT Hazard Class:

UN/NA Number:

LAND TRANSPORT (Canadian TDG):

TDG Shipping Name: Not Regulated.

15. REGULATORY INFORMATION

CAS #	Hazardous Components (Chemical Name)	Other US EPA or State Lists
NA	Other Non-Hazardous Ingredients	CAA HAP,ODC: No; CWA NPDES: No; TSCA: No; CA PROP.65: No; CA TAC, Title 8: No; WI Air: No
57-13-6	Urea	CAA HAP,ODC: No; CWA NPDES: No; TSCA: Inventory, 8A CAIR; CA PROP.65: No; CA TAC, Title 8: No; WI Air: No
7447-40-7	Potassium chloride	CAA HAP,ODC: No; CWA NPDES: No; TSCA: Inventory; CA PROP.65: No; CA TAC, Title 8: No; WI Air: No
16389-88-1	Dolomitic limestone	CAA HAP,ODC: No; CWA NPDES: No; TSCA: Inventory; CA PROP.65: No; CA TAC, Title 8: No; WI Air: No

16. OTHER INFORMATION

Revision Date: 11/19/2014

Additional Information About No data available.

This Product:**Company Policy or****Disclaimer:**

This Safety Data Sheet (SDS) is to be used as a reference to address the safe handling of the product. All statements, technical information and recommendations contained herein are to the best of our knowledge, reliable and accurate. This SDS is not intended to make any representation as to how the product will perform when used as intended. Nothing in this SDS is intended to be a representation or warranty by the manufacturer with regard to accuracy, safety, usefulness, technical information, materials, techniques, or practices. This product is sold "AS IS" and nothing in this SDS should be deemed to be a representation or warranty of any injury, loss, or damage of any kind sustained by, or arise from, the use of this product.

Item Number: Unfinished Business- VII.-B.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/13/2020
Submitted By: Donnie Scharff
Committee/Department: Public Works
Title: **Traffic Signal Pole Color Selection for Roe 2020 Project**
Item Type: Other

Recommendation:

Direction on no coating, basic black or custom black paint for the Roe traffic signal poles and mast arms is required at the time the order is entered.

Details:

Lemac, the company awarded the bid for the signals now states that the signal order cannot be changed once entered, otherwise the order will be moved to the end of the production sequence. Waiting until after the March 20, 2020 bid date for the main project to decide on color for the poles will push delivery to ???/20.

Lemac was the low bid at \$133,551 for a standard galvanized finish. The price reflecting a standard black color coating is \$172,803 and the price reflecting an anthracite black metallic coating (custom color) is \$212,164. estimated lead time of 18-20 weeks after shop drawing are submitted and approved.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount: \$800,000 budget for all traffic signal-related items including the poles and mast arms
Line Item Code/Description: 5457.370	

Additional Information

The second bid was submitted by Mid American Signal Inc. The overall bid was \$158,870. Bid

Alternate #1 - \$188,768. Bid Alternate #2 - none provided.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Traffic Signal Pole Memo - Dan Miller	Cover Memo

January 17, 2020

Ms. Kelly Nielsen
City Clerk
City of Roeland Park, KS
4600 W. 51st Street
Roeland Park, KS 66205

Re: Roe Boulevard Traffic Signal Pole Bids

Dear Ms. Nielsen:

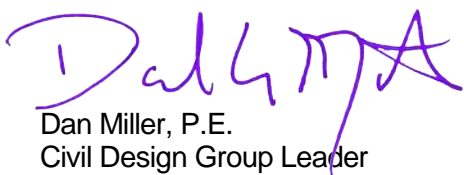
Bids were received for the above referenced project on Friday, January 16, 2020. A total of two bids were received. The low bid was submitted by Lemac Co. Inc. with a base bid of amount of \$133,551.00. Attached is a completed bid tabulation including the bid alternates.

Lamac Co. Inc. has represented Valmont, the pole and mast arm manufacturer, for some time. Communities in the metropolitan area extensively use Valmont equipment. After consultation with City staff we recommend that Lemac Co. Inc. be awarded the contract to supply traffic signal poles and mast arms for the project. We further recommend that the contract be awarded for the base bid. Staff will make a recommendation regarding adding either alternate 1 or alternate 2 to the contract after the KDOT project has been bid, and an overall project budget is determined.

If you have any questions, or need additional information, please contact me at 816-361-0440.

Sincerely,

LAMP RYNEARSON



Dan Miller, P.E.
Civil Design Group Leader

CC: Project File
Email C: Keith Moody, City Administrator
Jennifer Jones-Lacy, Assistant City Administrator/Finance Director
Donnie Scharff, Director of Public Works

COMPLETED BID TAB
ROE BOULEVARD TRAFFIC SIGNAL POLES
ROELAND PARK, KANSAS
January 17, 2020

Cross Street	Pole #	Signal Arm Length	No. of Signals on Arm	Valmont Pole Designation	Union Pole Designation	Lemac Company, Inc	Mid American Signal Inc.
55th St.	1	39	3	OP40	50915-B19-Y11		
55th St.	3	31	2	OP32	50915-B19-Y7		
55th St.	6	46	3	OP46	50915-B19-Y14		
55th St.	8	31	2	OP32	50915-B19-Y7		
51st St.	1	42	3	OP42	50915-B19-Y12		
51st St.	3	31	2	OP32	50915-B19-Y7		
51st St.	7	47	3	OP48	50915-B19-Y15		
51st St.	9	36	2	OP36	50915-B19-Y9		
50th Terr./Roe Ln.	1	28	2	OP28	50915-B19-Y5		
50th Terr./Roe Ln.	3	50	2	OP50	50915-B19-Y16		
50th Terr./Roe Ln.	7	46	3	OP46	50915-B19-Y14		
50th Terr./Roe Ln.	9	47	3	OP48	50915-B19-Y15		
48th St./Skyline Dr.	1	36	3	OP36	50915-B19-Y9		
48th St./Skyline Dr.	3	27	2	OP28	50915-B19-Y5		
48th St./Skyline Dr.	5	38	3	OP38	50915-B19-Y10		
48th St./Skyline Dr.	7	26	2	OP26	50915-B19-Y4		
Lump Sum Bid						\$ 133,551.00	\$ 158,870.00
Bid Alternate 1						\$ 172,803.00	\$ 188,786.00
Bid Alternate 2						\$ 212,164.00	None Provided

CITY OF ROELAND PARK, KANSAS
PUBLIC WORKS DEPARTMENT

INSTRUCTIONS TO BIDDERS

Sealed bids for **ROE BOULEVARD TRAFFIC SIGNAL POLES** will be received by the City of Roeland Park, at the office of the City Clerk, City Hall, 4600 W. 51st Street, Roeland Park, Kansas 66205, until 10:30 a.m. local time on **January 17, 2020**. At the time all sealed bids will be transferred to the City Council Chamber, City Hall, where they will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened. Bidders having questions regarding the specifications should contact Donnie Scharff at (913) 722-2600.

Bidders shall submit nomenclature and specifications of their equipment. Bidders agree to guarantee their equipment to be new 2019, or current production models, and free from defects in workmanship and material for the period stated in the standard manufacturer's warranty for equipment offered from date of delivery to the City, and to replace or repair defective parts at no cost to the City.

The vendor shall enclose with his bid the conditions of the standard warranty as provided by the manufacturer.

The equipment specifications shall not be construed as recommending any manufacturer's equipment over any other make, provided that equal quality, parts supply and availability, reliability and durability may be expected in performance.

The City reserves the right to hold all bids for a period of forty-five (45) days from the date set for opening thereof before action thereon; likewise, the City reserves the right to reject any or all bids. The City also reserves the right to waive any or all technicalities on bids. Bids cannot be altered or changed after they have been received by the City and opened.

Bidders submitting bids on equipment not conforming to the detailed specifications must **state variances on the Bid**. All bids shall be made on the form provided with the specifications, and shall be delivered to the City Clerk, City Hall, 4600 W 51st Street, Roeland Park, Kansas, 66205. **If more than one bid is submitted, please submit each bid in a separate envelope.** Each bid must be enclosed in separate sealed envelopes and the outside of the envelope plainly marked: "**BID FOR ROE BOULEVARD TRAFFIC SIGNAL POLES.**"

CITY OF ROELAND PARK, KANSAS
PUBLIC WORKS DEPARTMENT

GENERAL CONDITIONS

1. All equipment shall be new 2019 or current production models.
2. Appurtenances and/or accessories for the equipment not herein mentioned, but necessary to furnish a complete unit ready for use upon delivery, shall be included.
3. These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and furnished.
4. The City reserves the right to waive or take exception to these specifications, if it be to the City's greatest advantage or best interest.
5. Bidders must submit with their bid the latest printed specifications and advertising literature on the units they propose to furnish.
7. The accepted bidder shall supply all printed documentation for all components of the equipment with the equipment.
8. Bidder shall be prepared to give a complete demonstration of the merits of the equipment offered as directed by the City. The equipment so demonstrated shall be complete as offered by the Bidder for this bid.

1020 – Traffic Signal Poles

1020.1 DESCRIPTION

a. Work

This work shall consist of furnishing all labor, materials and equipment to provide the traffic signal equipment as shown on the plans (including standard details), as specified in the following specifications, as directed by the Engineer, and in those sections of the standard specifications of the City of Overland Park, Kansas, and the Kansas Department of Transportation, that are either directly or by reference included herewith.

Whenever these specifications conflict with the plans, the General Specifications or the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction, current edition, (hereinafter referred to as "Standard Specifications") these traffic signal specifications shall govern.

b. Regulations and Code

All electrical equipment shall conform to the standards of the National Electrical Manufacturers Association (NEMA). In addition to the requirement of these specifications and the plans, all material and work shall conform to the requirements of the National Electrical Code (NEC), the Standards of the American Society for Testing Materials (ASTM), the American Standards Association (ASA), and local ordinances. Requirements of Underwriters' Laboratories, Incorporated shall be followed for all items installed where applicable. Pertinent requirements of the local utility company shall be followed.

Wherever reference is made in these specifications or in the standard provisions to the code, the safety orders, the general order, or the standards mentioned above, the reference shall be construed to mean the code, order, or standard that is in effect at the date of advertising of these specifications.

1020.2 MATERIALS

All materials used in the fabrication or assembly of the items listed below shall comply with the applicable parts of Section 1703, "Electric Lighting and Traffic Signal Equipment" of the "Standard Specifications" with the additions as stated herein. Unless specifically noted otherwise, all signalization equipment shall be new and similar to the best grade of this type of equipment and shall be approved by the Engineer.

a. Approved Materials List

All material for traffic signals used by the Contractor shall be from the City of Overland Park approved list of vendors. It is important that users be completely knowledgeable of all application requirements and procedures prior to product application. It is the responsibility of the installer to contact the supplier of all materials if questions regarding application procedures or conditions arise. A complete list of pre-qualified materials is maintained by the Traffic Services Engineering Division, the Department of Public Works, City of Overland Park, KS.

b. Steel Traffic Signal Poles and Mast Arms

Steel poles and mast arms shall conform to Section 1608 of the "Standard Specification," the 2013 edition of the American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Structural Supports for Signs, Luminaires and Traffic Signals, and the requirements on the plans. The poles and arms shall be round, tapered monotube made of one length of the best grade, structural steel sheet of not less than #7 Manufacturing Standard Gauge. Only one longitudinal weld, and no transverse welds, shall be permitted in the fabrication of the shaft or arm.

The steel anchor base of adequate strength, shape and size shall be secured to the lower

end of the shaft by welding in such manner as to develop the full strength of the adjacent shaft section to resist bending action.

The tapered steel shaft shall include high strength anchor bolts and nuts, conforming to Section 1615 of the "Standard Specifications" and shall be capable of attaching mast arms as shown on the detail sheets.

All poles shall be detailed on shop drawings by the manufacturer indicating pole and arm dimensions and attachment method along with signal weight, projected areas, and type of mounting that it is designed to accommodate.

The type of pole shall be as specified on the plans. This pole specification is in addition to the pole detail sheet included in the plans. Refer to the pole detail sheet, which describes the pertinent design details.

(1) Steel Pole Material

The steel pole, including anchorage and arms shall be in accordance with the following material requirements:

Component	ASTM Designation	Minimum Yield Strength (ksi)
Tapered Tube	A595 GR. A or A572	55
Pole Base	A572	50
Arm Attachment	A572	50
Arm Connection Bolts	A325	NA
Anchor Bolts	F1554 GR 55	55
Galvanized Hardware	ASTM 123	NA

(2) Pole Dimensions

Pole dimensions shall be as specified in the City of Overland Park Standard Details. It is the responsibility of the fabricator to verify and attest that the material sizes proposed are structurally adequate and in full compliance with this specification and the pole detail sheet. The bolt circle and other pole and arm dimensions are provided in the table as specified in the City of Overland Park Standard Details. The base shall be cast with four (4) slotted holes to receive the anchor bolts and shall have tapped holes for attaching the two arms.

(3) Handhole Opening and Cover

The handhole cover shall attach to the frame centered 18" above the bottom of the shaft. It shall be a minimum of 6 ½" wide and 4 ½" tall and be secured with two ¼" stainless steel hex head screws. The handhole shall be reinforced with a frame. The handhole opening shall be ground smooth and free of all burrs and sharp edges. Handholes shall be located 180 degrees from the plane of the mast arms as viewed from the top.

(4) Ground Lug

Each pole shall contain an internal ground lug welded inside the pole adjacent to the handhole for the purpose of attaching a grounding connector. The ground lug shall have a ½" diameter tapped hole.

(5) Cable Hook

Each pole shall also contain a ½" diameter hot rolled C-hook cable support welded inside the pole near the top of the pole shaft.

(6) Pole and Arm Caps

Each pole and both arms shall include end caps which shall be fastened to the shaft or

arms by means of stainless steel set screws.

(7) Finish – Base Bid

The steel poles and arms shall be galvanized to ASTM A-123 standards.

(8) Finish – Add Alternates 1 and 2

The add alternates finish includes coating all exposed surfaces of the poles and mast arms with Valmont V-PROtm 32 or equivalent. The manufacturer shall provide a minimum 3-year warranty on the coating system:

- a. Base Coat: Hot-Dip Galvanized to ASTM A-123 per base bid.
- b. Prime Coat: Polyamidoamine or polyamide epoxy
- c. Finish Coat: Aliphatic Acrylic Polyurethane
- d. Color:
 - i. **Add Alternate 1** – Federal Standard Color #27038 Black (Semi-Gloss), or manufacturer's standard Black as approved by the Engineer.
 - ii. **Add Alternate 2** - Federal Standard Color #25042 with Metallic Additive.
 - iii. The Contractor is responsible for providing sample of the color prior to fabrication.

c. Anchor Bolts and Anchor Bolt Covers

All signal poles that are mounted on concrete foundations shall have anchor bolts with covers conforming to the following specifications.

(9) Anchor Bolts for Mast Arm Poles

A set of four steel anchor bolts, sized according to the standard details with a 6" hook shall be supplied with each signal pole. Anchor bolts shall meet ASTM F1554, Grade 55 or AASHTO M314-90, Grade 55 with a minimum yield strength of 55,000 psi and tensile strength from 75,000 to 95,000 psi. They shall have Unified National Coarse (UNC) rolled threads, per ANSI B1.1, Class 2A. A minimum of the last 12" of the threaded end shall be hot dipped galvanized per ASTM A153. No welding is allowed on anchor bolts. Hardware shall include two ASTM A563, ANSI B18.2.2 heavy hex head nuts, two ASTM F436 flat washers, and covers. All hardware shall be galvanized per ASTM A153.

(10) Luminaires and Luminaire Arms

Luminaires and luminaire arms shall not be included. The steel pole luminaire attachment point shall be designed to accommodate a luminaire arm as manufactured by Structura, 19922 W. 162nd Street, Olathe, KS 66062. Representative is Kate Wimer, Mercer Zimmerman, (913) 488-6444, kwimer@mzltg.com.

1020.3 MEASUREMENT AND PAYMENT

a. Unit Bid Price

The Engineer will measure the traffic signal equipment as indicated herein, including shipping and delivery.

Payment for "Traffic Signal Poles" at the contract price bid is full compensation for the specified work.

**CITY OF ROELAND PARK, KANSAS
PUBLIC WORKS DEPARTMENT**

**BID FOR
TRAFFIC SIGNAL POLES – REVISION 1**

The undersigned proposes to furnish and deliver to the City of Roeland Park, Kansas traffic signal poles, mast arms, covers, anchor bolts, and related equipment as described above and as indicated below and in accordance with the general conditions and specifications.

BASE BID ITEM - TRAFFIC SIGNAL POLES

Pole heights are 27'. Signal Arm Mounting Heights are 19'.

Luminaire Arm Lengths are 3.5' except that 55th St. Pole 8 has no luminaire.

Luminaire Mounting Heights are 26.5', except that 55th St. Pole 8 has no luminaire.

Cross Street	Pole #	Signal Arm Length	No. of Signals on Arm	Valmont Pole Designation	Union Pole Designation
55th St.	1	39	3	OP40	50915-B19-Y11
55th St.	3	31	2	OP32	50915-B19-Y7
55th St.	6	46	3	OP46	50915-B19-Y14
55th St.	8	31	2	OP32	50915-B19-Y7
51st St.	1	42	3	OP42	50915-B19-Y12
51st St.	3	31	2	OP32	50915-B19-Y7
51st St.	7	47	3	OP48	50915-B19-Y15
51st St.	9	36	2	OP36	50915-B19-Y9
50th Terr./Roe Ln.	1	28	2	OP28	50915-B19-Y5
50th Terr./Roe Ln.	3	50	2	OP50	50915-B19-Y16
50th Terr./Roe Ln.	7	46	3	OP46	50915-B19-Y14
50th Terr./Roe Ln.	9	47	3	OP48	50915-B19-Y15
48th St./Skyline Dr.	1	36	3	OP36	50915-B19-Y9
48th St./Skyline Dr.	3	27	2	OP28	50915-B19-Y5
48th St./Skyline Dr.	5	38	3	OP38	50915-B19-Y10
48th St./Skyline Dr.	7	26	2	OP26	50915-B19-Y4

LUMP SUM BASE BID (Traffic Signal Poles) \$ 133,551.00
Figures

ONE HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED FIFTY ONE Dollars and ZERO Cents.
Words

The undersigned further agrees to deliver the traffic signal equipment, if this base bid is accepted, no later than 18-20 weeks after approved drawings received with official release, based on award of the contract on or prior to February January 21, 2020. Time is of the essence and will be a factor considered in determining the lowest and best responsible bidder.

ADD ALTERNATE 1 – FEDERAL STANDARD COLOR #27038 BLACK

All poles, mast arms, and exposed surfaces (caps, bolt covers, handhole covers etc.) shall be coated with a coating as specified herein.

LUMP SUM ADD ALTERNATE 1 (Black) \$ 172,803.00
Figures

ONE HUNDRED SEVENTY TWO THOUSAND EIGHT HUNDRED THREE
Words Dollars and ZERO Cents.

The undersigned further agrees to deliver the traffic signal equipment, if this base bid plus add alternate 1 is accepted, no later than 19-21 weeks after approved drawings received with official release, based on award of the contract on or prior to January 21, 2020. Time is of the essence and will be a factor considered in determining the lowest and best responsible bidder.

ADD ALTERNATE 2 – FEDERAL STANDARD COLOR #25042 WITH METALLIC ADDITIVE

All poles, mast arms, and exposed surfaces (caps, bolt covers, handhole covers etc.) shall be coated with a coating as specified herein.

LUMP SUM ADD ALTERNATE 2 (Color #25042 with Metallic additive) \$ 212,164.00
Figures

TWO HUNDRED TWELVE THOUSAND ONE HUNDRED SIXTY FOUR
Words Dollars and ZERO Cents.

The undersigned further agrees to deliver the traffic signal equipment, if this base bid plus add alternate 2 is accepted, no later than 19-21 weeks after approved drawings received with official release, based on award of the contract on or prior to January 21, 2020. Time is of the essence and will be a factor considered in determining the lowest and best responsible bidder.

The contract will be awarded to the lowest and best responsible bidder(s). The City reserves the right to award the contract with the base bid, or with the base bid and either of the two add alternates.

Delivery of the traffic signal equipment will be to the Contractor that is awarded the contract for KDOT project 46 N-0661-01, Roe Boulevard from Johnson Drive to the County Line. For bidding purposes delivery should be considered FOB Roeland Park, KS. The City of Roeland Park will provide contact information for coordination with the Roe Boulevard Contractor after that contract is awarded in approximately May 2020. The undersigned understands that if awarded the bid, he/she shall contact Donnie Scharff at (913) 722-2600 to coordinate delivery prior to shipment.

It is understood that the City pays no Federal or State taxes and the net price quoted includes all transportation, dealer preparation, and handling charges. The City will pay promptly upon delivery and acceptance of the equipment included in this bid, and submittal of appropriate invoice.

Bids cannot be altered or changed after they have been received by the City and opened. The City of Roeland Park, Kansas reserves the right to reject any and all bids submitted.

A. The undersigned agrees that:

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

The provisions of this section shall not apply to a contract entered into by the undersigned:

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

B. The undersigned further agrees that the undersigned shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision 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 to furnish any certification required by any federal, state or local governmental agency in connection therewith.

VARIANCES: (Please state variances if equipment differs from specifications.)

Signature of Bidder



Typed or Printed Name of Bidder Kelly J. Hoss

Title President

Company Name Lemac Company, Inc.

Telephone Number 913-384-3848

Address 1507 Lake Ave.

City, State, Zip Kansas City, KS 66103

Date 1/15/2020

CHART A SIGNAL SUMMARY		
Signal Face Arrangement	Signal Mounting Type	Quantity
H	4	4
A	3	6
	4	
A	3	4
H	2	6
	Side-of-Pole	
	Side-of-Pole	

- NOTES:
- * Shall not be displayed when operating in the protected only mode.
 - All lenses are L.E.D. unless otherwise noted.
 - Subscript "P" indicated programmed signals.
 - The traffic signal system shall be complete and the contractor shall furnish and install all equipment and materials necessary for the satisfactory operation of electrical apparatus and for complete operation of the traffic signal system whether specifically mentioned or not.

CHART B TRAFFIC SIGNAL POLES

Pole #	Pole Height	Signal Arm Length	Signal Arm Mounting Height	No. of Signals on Arm	Signal Spacing	Luminaire Arm Length	Luminaire Mounting Height	Quantity
1	27	39	19	3		3.5	26.5	1
2	27	31	19	2		3.5	26.5	1
6	27	46	19	3		3.5	26.5	1
8	27	31	19	2				

SIGNAL POLES AND MAST ARMS WERE ORDERED AND PAID FOR BY THE CITY OF ROELAND PARK. THE CITY WILL ARRANGE FOR MATERIALS TO BE DELIVERED FROM THE MANUFACTURER. SIGNAL POLES AND MAST ARMS WILL BE SUPPLIED TO THE CONTRACTOR BY THE CITY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE POLE PICKUP WITH THE CITY. THERE WILL BE NO DIRECT PAY FOR THIS WORK.

CHART C OVERHEAD STREET NAME SIGNS

Sign	Legend	Length	Quantity
B	Red Blvd	7'0"	2
C	55th St	6'6"	2

NOTE: See Plan Sheet for Overhead Street Name Sign Layouts



KR10-12

BILL OF MATERIALS

Item	Unit	Quant.	Spec. No.	Note
Controller Unit	Each	1	32.2.2	Esconville Cabinet 21003
Multi-Action Management Unit	Each	1	32.2.3	MMU2
Surge Protector	Each	1	32.2.4.3	
Lead Switch	Each	52	32.2.5.1	
Fiber	Each	2	32.2.5.2	
Flash Transfer Relay	Each	6	32.2.5.3	
Detector, 4-Chained	Each	1	32.4.1	
Pole Mounted Cabinet	Each	1	32.2.6.2	
Pad Mounted Cabinet	Each	1	32.2.6.3	
Bus Interface Unit	Each	1	32.2.7	
Battery Backup System (BBS/UPS)	Each	1	34.1	
Video Detection Camera	Each	4	32.4.2	Video Detection System (L.S.)
Radar Detection Device	Each	4	32.4.3	Radar Detection System (L.S.)
Radar Cable	Each	610	32.4.2, 32.4.3	Video / Radar Detection Sys (L.S.)
Concealation Video / Radar Detection Device	Each	1	32.5	
Traffic Signal Head	Each	1	32.6	
Signal Head Mounting Bracket	Each	1	32.7	
Vehicle Traffic Signal LED Modules	Each	46	32.5	
Pedestrian Traffic Signal LED Modules	Each	16	32.5	
Pedestrian Pedestrian & Sign	Each	8	32.8, 32.9	
APS Distribution System	Each	8	32.5.3	
Traffic Signal Pole	Each	1	32.10	
Traffic Signal Pedestal Aluminum	Each	1	32.11	
Terminal Block	Each	5	32.12	
Junction Box	Each	4	32.13, 32.14	
Service Box	Each	1	32.15	
Pedestrian Pedestal (S)	Each	4	32.16	
Luminaire	Each	3	32.17	NO.609 Luminaire, 95W LED, Type III Distribution
LED Luminaire (150 or 250 Watt)	Each	3	32.18	
Photocell	Each	1	32.19	
Upward Street Light Connector Kit	Each	3	32.20	
Forward Street Light Connector Kit	Each	3	32.21	
Overhead Street Name Sign	Each	1	32.22	
KR10-12 Sign (30" X 36")	Each	4	32.23	
Blank Out Sign	Each	1	32.24	
Entrance Sign	Each	1	32.25	
Service Enclosure, Amp	Each	1	32.26	
Circuit Breaker, Traffic Signal, 50 Amp	Each	1	32.26	
Circuit Breaker, Luminaire, 20 Amp	Each	3	32.26	
Ground Rod & Clamp	Each	6	32.27, 32.28	
Service Wire No. 3 AWG 1/C	Each	1469	32.28	
Lighting Distribution Wire No. 14 AWG 1/C	Each	1	32.30	
Pole & Bracket Wire No. 10 AWG 1/C	Each	1	32.31	
Ground Wire No. 6 AWG 1/C	Each	859	32.32	
Emergency Vehicle Preemption Cable	Each	740	32.33	
Multi-Conductor Cable No. 14 AWG 5/C	Each	3116	32.33	
Multi-Conductor Cable No. 14 AWG 7/C	Each	770	32.34	
Shielded Detector Leach Cable No. 14 AWG 2/C	Each	1	32.35	
Detector Loop Wire No. 14 AWG 1/C	Each	As Req'd	32.36	
Loop Station	Each	1	32.37	
Pre-terminated Loop	Each	1	32.38	
Cable, 1/2" x 1/2" x 1/2"	Each	1	32.39	
Cable, 1/2" x 1/2" x 1/2"	Each	1	32.39	
Cable, 1/2" x 1/2" x 1/2"	Each	1	32.39	
Cable, 1/2" x 1/2" x 1/2"	Each	1	32.39	

BID ITEM		
Item	Unit	Quantity
Traffic Signal	L.S.	1.5
Radar Detection System	L.S.	1.5

-Quantities for Information Only-

KANSAS DEPARTMENT OF TRANSPORTATION		
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
13	13	13
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
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35	35	35
36	36	36
37	37	37
38	38	38
39	39	39
40	40	40
41	41	41
42	42	42
43	43	43
44	44	44
45	45	45
46	46	46
47	47	47
48	48	48
49	49	49
50	50	50
51	51	51
52	52	52
53	53	53
54	54	54
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56	56	56
57	57	57
58	58	58
59	59	59
60	60	60
61	61	61
62	62	62
63	63	63
64	64	64
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66	66	66
67	67	67
68	68	68
69	69	69
70	70	70
71	71	71
72	72	72
73	73	73
74	74	74
75	75	75
76	76	76
77	77	77
78	78	78
79	79	79
80	80	80
81	81	81
82	82	82
83	83	83
84	84	84
85	85	85
86	86	86
87	87	87
88	88	88
89	89	89
90	90	90
91	91	91
92	92	92
93	93	93
94	94	94
95	95	95
96	96	96
97	97	97
98	98	98
99	99	99
100	100	100

NEMA SYSTEM
TRAFFIC SIGNAL QUANTITIES SHEET
ROE BLVD AND 55th St

TE1300A

Sh. No. 131

CHART A SIGNAL SUMMARY			
Signal Face	No Sections (per Face)	Signal Mounting Type	Quantity
14	4	Mast Arm w/ Backplate	4
A	3	Mast Arm w/ Backplate	6
		Mast Arm w/ Backplate	
A	3	Side-of-Pole	4
K	2	Side-of-Pole	8
		Side-of-Pole	

NOTES. *
1) *

- 1) * Shall not be displayed when operating in the protected only mode.
- 2) All lenses are L.E.D. unless otherwise noted.
- 3) Subscript "p" indicated programmed signals.
- 4) The traffic signal system shall be complete and the contractor shall furnish and install all equipment and materials necessary for the satisfactory operation of electrical apparatus and for complete operation of the traffic signal system whether specifically mentioned or not.

CHART B TRAFFIC SIGNAL POLES

[illegible]

SIGNAL POLES AND MAST ARMS WERE ORDERED AND PAID FOR BY THE CITY OF ROELAND PARK. THE CITY WILL ARRANGE FOR MATERIALS TO BE DELIVERED FROM THE MANUFACTURER. SIGNAL POLES AND MAST ARMS WILL BE SUPPLIED TO THE CONTRACTOR BY THE CITY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE POLE PICK-UP WITH THE CITY. THERE WILL BE NO DIRECT PAY FOR THIS WORK.

CHART COVERHEAD STREET NAME SIGNS

Sign	Legend	Length	Quantity
③	Ree Blvd	70'	2
C	514 SRT	76'	1
D	LT 514 S	76'	1

NOTE: See Plan Sheet for Overhead Street Name Sign Layouts

KR10-12

LEFT TURN
YIELD
ON
FLASHING
YELLOW
ARROW

BILL OF MATERIALS

BILL OF MATERIALS					
Item		Quant.	Unit	Spec. No.	Note
Controller Unit					
Multi-Action Management Unit		1	Each	3.2.2.2	Excludes Cabinet IP09 MMU2
Signal Processor		1	Each	3.2.2.3	
Load Switch		12	Each	3.2.2.4.3	
Flasher		2	Each	3.2.2.5.1	
Flash Transfer Relay		6	Each	3.2.2.5.2	
Detector, 2-Channel		2	Each	3.2.4.1	
Detector, 4-Channel		1	Each	3.2.4.2	
Pole Mounted Cabinet		1	Each	3.2.2.6.2	
Pole Mounted Cabinet		1	Each	3.2.2.6.3	
Bus Interface Unit		1	Each	3.2.2.7	
NEWA EV					
Battery Backup System (BBS/LPS)					
Video Detection Camera		1	Each	3.4.1	
Video Detection Device		4	Each	3.2.4.2	
Video Detection Device		4	Each	3.2.4.3	
Radar Cable					
Combination Video / Radar Detection Device		500	Each	3.2.2.2, 3.2.4.3	
Traffic Signal Head					
Signal Head Mounting Bracket		Chert A	Each	3.2.5	
Signal Head Mounting Bracket		Chert A	Each	3.2.6	
Retro-reflective Backplate		Chert A	Each	3.2.7	
Vehicle Traffic Signal LED Modules		46	Each	3.2.5	
Pedestrian Traffic Signal LED Modules		16	Each	3.2.5	
Pre-Illumination Publication & Sign		8	Each	3.2.8, 3.2.9	
APS Publication System		8	Each	3.2.5.2.3	
Traffic Signal Pole					
Traffic Signal Pedestal 30'-mmom		Chert B	Each	3.2.10	
Traffic Signal Pedestal 30'-mmom		3	Each	3.2.11	
Terminal Block		7	Each	3.2.12	
Junction Box		4	Each	3.2.13, 3.2.14	
Service Box		1	Each	3.2.15	
Pedestrian Pedestal (5' Luminaire)					
HPS Luminaire Lamp (150 or 250) Watt		3	Each	3.2.16	
LED Luminaire		4	Each	3.2.16.1	
Photocell		1	Each	3.2.17	
Unifused Street Light Connector Kit		4	Each	3.2.18	
Fused Street Light Connector Kit		4	Each	3.2.19	
Overhead Street Name Sign		8	Each	3.2.20	
RTD-10 Sign (SD X-867)		Chert C	Each	3.2.21	
RTD-12 Sign (SD X-867)		4	Each	3.2.22	
Blank Out Sign		4	Each	3.2.22	
Entrance Head		1	Each	3.2.23	
Service Enclosure, Amp		1	Each	3.2.24	
Circuit Breaker, Traffic Signal, 50 Amp.		1	Each	3.2.25	
Circuit Breaker, Luminaire, 20 Amp.		1	Each	3.2.26	
Cylinder Luminaire Mounting Bracket		4	Each	3.2.26	
Ground Rod & Clamp		8	Each	3.2.27, 3.2.28	
Service Wire No. 3 AWG 1/C		1870	Lm Ft	3.2.29	
Laying Distribution Wire No. 14 AWG 1/C		1870	Lm Ft	3.2.30	
Pole & Bracket Wire No. 10 AWG 1/C		1870	Lm Ft	3.2.31	
Ground Wire No. 6 AWG 1/C		750	Lm Ft	3.2.32	
Emergency Vehicle Promotion Cable		600	Lm Ft	3.2.33	
Multi-Conductor Cable No. 14 AWG 5/C		2940	Lm Ft	3.2.33	
Multi-Conductor Cable No. 14 AWG 7/C		2940	Lm Ft	3.2.33	
Multi-Conductor Cable No. 14 AWG 1/C		720	Lm Ft	3.2.33	
Traverse Wire 14 AWG 1/C		720	Lm Ft	3.2.34	
Shielded Detector Lead-In Cable No. 14 AWG 2/C		1	Lm Ft	3.2.35	
Detector Loop Wire No. 14 AWG 1/C		As Req'd	Lm Ft	3.2.36	
Loop Sealant		As Req'd	Each	3.2.37	
Pre-Formed Loop			Each	3.2.37	
Conduit, 1" x 8' lengths			Lm Ft	3.2.38	
Conduit, 1-1/2" x 8' lengths			Lm Ft	3.2.38	
Conduit, 2" x 8' lengths			Lm Ft	3.2.38	
Conduit, 3" x 8' lengths		720	Lm Ft	3.2.38	
Conduit, 4" x 8' lengths			Lm Ft	3.2.38	

OGL EQUIPMENT

Item - Model Number	Quantity	Unit
Substation Units - RW-3800E258	1	EA
Substation Units - RW-3800E258	1	EA
Wireless Station - WISCOM-1000-IRI	1	EA
IRCE INJECTOR - RW-9921-101X	1	EA
Lapriming Protector - RW-92240106	2	EA
Power Supply - RW-92240101	1	EA
PTZ Camera - AMX OM16754E	1	EA
PTZ Cable	155	LF
PTZ Camera Wall & Pade Mount - T9116L	1	EA
CA15E Cable	669	LF

OGLE Equipment quantities are for information only.
The OGLE Equipment listed shall be considered subsidiary
to Traffic Signal bid item.

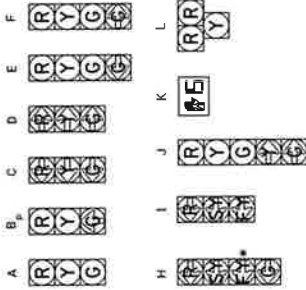
BID ITEM

Item	Unit	Quantity
Traffic Signal	L.S.	L.S.

-Quantiles for Information Only-

1	REVISED	REVISION	DATE	BY	APP'D
2	REVISION	DATE	BY	APP'D	
3	REVISION	DATE	BY	APP'D	
4	REVISION	DATE	BY	APP'D	
5	REVISION	DATE	BY	APP'D	
6	REVISION	DATE	BY	APP'D	
7	REVISION	DATE	BY	APP'D	
8	REVISION	DATE	BY	APP'D	
9	REVISION	DATE	BY	APP'D	
10	REVISION	DATE	BY	APP'D	
11	REVISION	DATE	BY	APP'D	
12	REVISION	DATE	BY	APP'D	
13	REVISION	DATE	BY	APP'D	
14	REVISION	DATE	BY	APP'D	
15	REVISION	DATE	BY	APP'D	
16	REVISION	DATE	BY	APP'D	
17	REVISION	DATE	BY	APP'D	
18	REVISION	DATE	BY	APP'D	
19	REVISION	DATE	BY	APP'D	
20	REVISION	DATE	BY	APP'D	
21	REVISION	DATE	BY	APP'D	
22	REVISION	DATE	BY	APP'D	
23	REVISION	DATE	BY	APP'D	
24	REVISION	DATE	BY	APP'D	
25	REVISION	DATE	BY	APP'D	
26	REVISION	DATE	BY	APP'D	
27	REVISION	DATE	BY	APP'D	
28	REVISION	DATE	BY	APP'D	
29	REVISION	DATE	BY	APP'D	
30	REVISION	DATE	BY	APP'D	
31	REVISION	DATE	BY	APP'D	
32	REVISION	DATE	BY	APP'D	
33	REVISION	DATE	BY	APP'D	
34	REVISION	DATE	BY	APP'D	
35	REVISION	DATE	BY	APP'D	
36	REVISION	DATE	BY	APP'D	
37	REVISION	DATE	BY	APP'D	
38	REVISION	DATE	BY	APP'D	
39	REVISION	DATE	BY	APP'D	
40	REVISION	DATE	BY	APP'D	
41	REVISION	DATE	BY	APP'D	
42	REVISION	DATE	BY	APP'D	
43	REVISION	DATE	BY	APP'D	
44	REVISION	DATE	BY	APP'D	
45	REVISION	DATE	BY	APP'D	
46	REVISION	DATE	BY	APP'D	
47	REVISION	DATE	BY	APP'D	
48	REVISION	DATE	BY	APP'D	
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68	REVISION	DATE	BY	APP'D	
69	REVISION	DATE	BY	APP'D	
70	REVISION	DATE	BY	APP'D	
71	REVISION	DATE	BY	APP'D	
72	REVISION	DATE	BY	APP'D	
73	REVISION	DATE	BY	APP'D	
74	REVISION	DATE	BY	APP'D	
75	REVISION	DATE	BY	APP'D	
76	REVISION	DATE	BY	APP'D	
77	REVISION	DATE	BY	APP'D	
78	REVISION	DATE	BY	APP'D	
79	REVISION	DATE	BY	APP'D	
80	REVISION	DATE	BY	APP'D	
81	REVISION	DATE	BY	APP'D	
82	REVISION	DATE	BY	APP'D	

CHART A SIGNAL SUMMARY		
Signal Face Arrangement	Signal Mounting Type	Quantity
H	4	2
A	3	6
C	3	2
F	4	1
H	4	1
A	3	3
K	2	8



- NOTES:
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 - All lenses are LED unless otherwise noted.
 - Subscript "p" indicated programmed signals.
 - The traffic signal system shall be complete and the contractor shall furnish and install all equipment and materials necessary for the satisfactory operation of electrical apparatus and for complete operation of the traffic signal system whether specifically mentioned or not.

CHART B TRAFFIC SIGNAL POLES

Pole #	Pole Height	Signal Arm Length	Signal Spacing	No. of Signals on Arm	Luminaire Arm Length	Luminaire Mounting Height	Quantity
1	27	28		2	3.5	26.5	1
3	27	50		2	3.5	26.5	1
7	27	46		3	3.5	26.5	1
9	27	47		3	3.5	26.5	1

SIGNAL POLES AND MAST ARMS WERE ORDERED AND PAID FOR BY THE CITY OF ROELAND PARK. THE CITY WILL ARRANGE FOR MATERIALS TO BE DELIVERED FROM THE MANUFACTURER. SIGNAL POLES AND MAST ARMS WILL BE SUPPLIED TO THE CONTRACTOR BY THE CITY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE POLE PICK-UP WITH THE CITY. THERE WILL BE NO DIRECT PAY FOR THIS WORK.

CHART C OVERHEAD STREET NAME SIGNS			
Sign	Legend	Length	Quantity
B	Roof Bird	70"	2
C	LT 50th Terr/Roa Ln RT	96"	1
D	50th Terr RT/LT Roe Ln	96"	1

NOTE: See Plan Sheet for Overhead Street Name Sign Layouts



KR10-12

BILL OF MATERIALS

Item	Unit	Spec. No.	Quant.	Note
Control Unit	Each	3.2.2	1	Escondido Cobalt 2100
Malfunction Management Unit	Each	3.2.2.3	1	MMU2
Supp Processor	Each	3.2.2.3	1	
Lead Switch	Each	3.2.2.5.1	11	
Flasher	Each	3.2.2.5.2	2	
Flash Transfer Relay	Each	3.2.2.5.3	6	
Detector, 4-Channel	Each	3.2.4.1	1	
Pole Mounted Cabinet	Each	3.2.2.6.2	1	NEIMA EV
Pole Mounted Cabinet	Each	3.2.2.6.3	1	
Bus Interface Unit	Each	3.2.2.7	1	
Battery Backup System (BBS/UPS)	Each	3.4.1	1	
Video Detection Camera	Each	3.2.4.2	4	Video Detection System (L.S.)
Radial Detection Device	Each	3.2.4.3	4	Radial Detection System (L.S.)
Resistor Cable	Each	3.2.4.2, 3.2.4.3	420	
Combination Video / Radar Detection Device	Each	3.2.5	1	Video / Radar Detection Sys (L.S.)
Traffic Signal Unit	Each	3.2.6	1	
Signal Head Mounting Bracket	Each	3.2.7	1	
Remote Active Base Unit	Each	3.2.5	1	
Vehicle Traffic Signal LED Modules	Each	3.2.5	49	
Pedestrian Traffic Signal LED Modules	Each	3.2.5	16	
Pedestrian Pushbutton & Sign	Each	3.2.6, 3.2.9	8	
APS Prohibition System	Each	3.2.5.2.3	8	
Traffic Signal Pole	Each	3.2.10	1	
Traffic Signal Pedestal Aluminum	Each	3.2.11	2	
Terminal Block	Each	3.2.12	6	
Junction Box	Each	3.2.13, 3.2.14	4	
Service Box	Each	3.2.15	1	
Prohibition Pedestal (P)	Each	3.2.16	5	
Luminaire	Each	3.2.17	1	
IPS Luminaire Lamp (150 or 250 Watt)	Each	3.2.18	4	
LED Luminaire	Each	3.2.19	1	
Proteccol	Each	3.2.20	4	
Deferred Street Light Connector Kit	Each	3.2.21	1	
Fused Street Light Connector Kit	Each	3.2.21	1	
Overhead Street Name Sign	Each	3.2.21	1	
R10-10 Sign (20" X 36")	Each	3.2.22	2	
R10-12 Sign (20" X 36")	Each	3.2.22	2	
Blank Out Sign	Each	3.2.23	1	
Entrance Head	Each	3.2.24	1	
Service Enclosure, Arm	Each	3.2.25	1	
Circle Breaker, Traffic Signal, 50 Amp	Each	3.2.26	1	
Circle Breaker, Luminaire, 20 Amp	Each	3.2.26	1	
Circle Breaker, Mounting Bracket	Each	3.2.26	1	
Ground Rod & Clamp	Each	3.2.27, 3.2.28	7	
Service Wire No. 3 AWG 1/C	Each	3.2.29	2000	
Lighting Distribution Wire No. 14 AWG 1/C	Each	3.2.30	1	
Pole & Bracket Wire No. 10 AWG 1/C	Each	3.2.31	1	
Ground Wire No. 4 AWG 1/C	Each	3.2.32	800	
Emergency Vehicle Perpendicular Cable	Each	3.2.33	720	
Multi-Conductor Cable No. 14 AWG 5/C	Each	3.2.33	3115	
Multi-Conductor Cable No. 14 AWG 7/C	Each	3.2.33	100	
Multi-Conductor Cable No. 14 AWG 2/C	Each	3.2.34	835	
Traverse Wire 14 AWG 1/C	Each	3.2.34	1	
Shielded Detector Lead-in Cable No. 14 AWG 2/C	Each	3.2.35	1	
Detector Loop Wire No. 14 AWG 1/C	Each	3.2.36	1	
Loop Solenoid	Each	3.2.37	1	
Pre-Formed Loop	Each	3.2.37	1	
Conduit, 1" & fittings	Each	3.2.38	1	
Conduit, 1 1/2" & fittings	Each	3.2.38	1	
Conduit, 2" & fittings	Each	3.2.38	1	
Conduit, 3" & fittings	Each	3.2.38	1	

YEAR	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
2019	46 N-0661-01	2019	140	428

OGL EQUIPMENT		
Item - Model Number	Quantity	Unit
Suppressor Unit - RW-M4000-0948	1	EA
Access Unit - HES 1000 Series	1	EA
Wireless Switch - SIGCAM1000-1405-1487	1	EA
PCE INJECTOR - 5049201-101X	2	EA
Upstream Detector - RW-9240106	2	EA
Power Supply - SP5-0A120H1	1	EA
PTZ Camera - ANTIS 04125-LE	1	EA
PTZ Camera Wall & Pole Mount - T011.61	1	EA
CAT5C Cable	315	LF

OGL Equipment quantities are for information only. The OGL Equipment listed shall be considered subsidiary to Traffic Signal bid item

BID ITEM		
Item	Unit	Quantity
Traffic Signal	L.S.	1
Radial Detection System	L.S.	1

-Quantities for Information Only-

KANSAS DEPARTMENT OF TRANSPORTATION		
NEMA SYSTEM		
TRAFFIC SIGNAL QUANTITIES SHEET		
ROE BLVD AND 50TH TERR/ROE LN		
TE130A		
DATE: 11/11/2019	BY: J. L. L. L.	SCALE: 1" = 10'
PROJECT: 46 N-0661-01	SHEET: 140	TOTAL: 428

CHART A SIGNAL SUMMARY			
Signal Arrangement	No Sections (per Face)	Signal Mounting Type	Quantity
H	4	Nest Arm w/ Backplate	2
A	3	Nest Arm w/ Backplate	6
		Nest Arm w/ Backplate	
A	3	Side-CP Pole	4
K	2	Side-CP Pole	8
		Side-CP Pole	

NOTES:

- 1) * Shall not be displayed when operating in the protected only mode.
- 2) All lenses are LED, unless otherwise noted.
- 3) Subscript "p" indicated programmed signals.
- 4) The traffic signal system shall be complete and the contractor shall furnish and install all equipment and materials necessary for the satisfactory operation of electrical apparatus and for complete operation of the traffic signal system whether specifically mentioned or not.

CHART B TRAFFIC SIGNAL POLES

Pole #	Pole Height	Signal Arm Length	Signal Arm Mounting Height	No. of Signals on Arm	Signal Spacing	Luminaire Arm Length	Luminaire Mounting Height	Quantity
1	27	36		3		3.5	26.5	1
3	27	27		3		3.5	26.5	1
5	27	38		3		3.5	26.5	1
7	27	26		2		3.5	26.5	1

SIGNAL POLES AND MAST ARMS WERE ORDERED AND PAID FOR BY THE CITY OF ROELAND PARK. THE CITY WILL ARRANGE FOR MATERIALS TO BE DELIVERED FROM THE MANUFACTURER. SIGNAL POLES AND MAST ARMS WILL BE SUPPLIED TO THE CONTRACTOR BY THE CITY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE POLE PICK-UP WITH THE CITY. THERE WILL BE NO DIRECT PAY FOR THIS WORK.

CHART COVERHEAD STREET NAME SIGNS

Sign	Legend	Length	Quantity
B	Roe Blvd	70"	2
C	LT 4th St/Seydine Dr RT	106"	1
D	4th St/RT LT Seydine Dr	106"	1

NOTE: See Plan Sheet for Overhead Street Name Sign Layouts



KR10-12

BILL OF MATERIALS

BILL OF MATERIALS				
Controller Unit	Item	Quant.	Unit	Spec. No.
Multi-Function Management Unit	Each	1	Each	3.2.2.2
	Each	1	Each	3.2.2.3
Surge Protection	Surge Protector	1	Each	3.2.2.4.3
Load Switch	Load Switch	12	Each	3.2.2.5.1
	Flasker	2	Each	3.2.2.5.2
Flash Transfer Relay	Flash Transfer Relay	6	Each	3.2.2.5.3
	Diodes: 24-Channel		Each	3.2.4.1
Detector: 4-Channel	Pole Mounted Cabinet		Each	3.2.2.6.2
Pole Mounted Cabinet	Pole Mounted Cabinet	1	Each	3.2.2.6.3
Pole Mounted Cabinet	Bus Interface Unit	1	Each	3.2.2.7
Bus Interface Unit				
Battery Backup System (BES/APS)	Battery Backup System (BES/APS)	1	Each	3.2.4.1
	Video Detection Camera		Each	3.2.4.2
Video Detection Camera	Radar Detection Device	4	Each	3.2.4.3
Radar Detection Device	Radar Cable	770		
Combination Video / Radar Detection Device	Combination Video / Radar Detection Device		Each	3.2.4.3.3.24.3
	Traffic Signal Head	Chart A	Each	3.2.5
Signal Head Mounting Bracket	Signal Head Mounting Bracket	Chart A	Each	3.2.6
Retrospective Circuitor	Chart A	46	Each	3.2.7
Vehicle Traffic Signal LED Modules	Vehicle Traffic Signal LED Modules	16	Each	3.2.5
	Pedestrian Traffic Signal LED Modules	16	Each	3.2.5
Pedestrian Traffic Signal LED Modules	Pedestrian Pedestrian & Sign	8	Each	3.2.6.3.2.9.9
APIS Pedestrian System	APIS Pedestrian System	8	Each	3.2.5.2.3
Traffic Signal Pole	Chart B	4	Each	3.2.10
Traffic Signal Pedestal Aluminum	Traffic Signal Pedestal Aluminum	8	Each	3.2.11
Terminal Block	Terminal Block	8	Each	3.2.12
Junction Box	Junction Box	4	Each	3.2.13.3.2.14
Service Box	Service Box		Each	3.2.15
Pedestrian Pedestal (S)		3		
Luminaire			Each	3.2.16
IPS Luminaire Lamp (150 or 250) Watt	IPS Luminaire Lamp (150 or 250) Watt	6	Each	3.2.17
LED Luminaire	LED Luminaire	1	Each	3.2.18
Protocol	Protocol	1	Each	3.2.19
Unlisted Street Light Connector Kit	Unlisted Street Light Connector Kit	5	Each	3.2.19
Fused Street Light Connector Kit	Fused Street Light Connector Kit	10	Each	3.2.20
Overhead Street Name Sign	Overhead Street Name Sign	Chart C	Each	3.2.21
RTD-10 Sign (DR X 36")	RTD-10 Sign (DR X 36")		Each	3.2.22
RTD-12 Sign (DR X 36")	RTD-12 Sign (DR X 36")	4	Each	3.2.22
Blank Out Sign	Blank Out Sign		Each	3.2.23
Frontage Hood	Frontage Hood		Each	3.2.24
Service Enclosure - Amp	Service Enclosure - Amp		Each	3.2.25
Circuit Breaker, Traffic Signal - 50 Amp.	Circuit Breaker, Traffic Signal - 50 Amp.	1	Each	3.2.26
Circuit Breaker, Lamp Pole - 20 Amp.	Circuit Breaker, Lamp Pole - 20 Amp.	1	Each	3.2.26
Cutout Lamp Pole Mounting Bracket	Cutout Lamp Pole Mounting Bracket	3		
Ground Rod & Clamp	Ground Rod & Clamp	9	Each	3.2.27.3.2.28
Service Wire No. 3 AWG 1/2"	Service Wire No. 3 AWG 1/2"	2510	Lin Ft	3.2.29
Lighting Distribution Wire No. - AWG 1/2"	Lighting Distribution Wire No. - AWG 1/2"		Lin Ft	3.2.30
Pole & Bracket Wire No. 10 AWG 1/2"	Pole & Bracket Wire No. 10 AWG 1/2"		Lin Ft	3.2.31
Ground Wire No. 6 AWG 1/2"	Ground Wire No. 6 AWG 1/2"	1035	Lin Ft	3.2.32
Emergency Vehicle Presentation Cable	Emergency Vehicle Presentation Cable	750		
Multi-Conductor Cable No. 14 AWG 5/C	Multi-Conductor Cable No. 14 AWG 5/C		Lin Ft	3.2.33
Multi-Conductor Cable No. 14 AWG 7/C	Multi-Conductor Cable No. 14 AWG 7/C	3070	Lin Ft	3.2.33
Multi-Conductor Cable No. 14 AWG 2/C	Multi-Conductor Cable No. 14 AWG 2/C		Lin Ft	3.2.33
Traverse Wire 14 AWG 1/C	Traverse Wire 14 AWG 1/C	1005	Lin Ft	3.2.34
Shielded Electrical Coaxial Cable No. 14 AWG 2/C	Shielded Electrical Coaxial Cable No. 14 AWG 2/C		Lin Ft	3.2.35
Detector Loop Wire No. 14 AWG 1/C	Detector Loop Wire No. 14 AWG 1/C		Lin Ft	3.2.36
Loop Station	Loop Station		Each	3.2.37
Pre-Formed Loop	Pre-Formed Loop			
Conduit, 1" & Fittings	Conduit, 1" & Fittings		Lin Ft	3.2.38
Conduit, 1-1/2" & Fittings	Conduit, 1-1/2" & Fittings		Lin Ft	3.2.38
Conduit, 2" & Fittings	Conduit, 2" & Fittings		Lin Ft	3.2.38
Conduit, 3" & Fittings	Conduit, 3" & Fittings	1005	Lin Ft	3.2.38
Conduit, 4" & Fittings	Conduit, 4" & Fittings		Lin Ft	3.2.38

STATE	PROJECT NO	YEAR	SHEET NO	TOTAL SHEETS
KANSAS	46 N-0661-01	2019	145	428

OGL EQUIPMENT

Item • Model Number	Quantity	Unit
Submarine line - RW-4000-010-58	1	EA
Access Unit - HBS 5200 Series	1	EA
Wireless Switch - R1500 10/100/1000 RJ45/LPT	1	EA
IPSE - INALC-2000 - Rev-9921-101X	2	EA
Lighting Projector - RW-9922-03106	3	EA
Power Supply - DPS-400/12001H	1	EA
P17 Camera - AVIS-001754LE	1	EA
P17 Cable	200	LF
P17 Camera With S & P - MSQUI - T01161	1	EA
C3135E Cable	400	LF

OGL Equipment quantities are for information only.
The OGL Equipment listed shall be considered subsidiary
to Traffic Signal bid item.

BID ITEM

Item	Unit	Quantity
Traffic Signal	L.S.	L.S.
Signal Detection System	L.S.	L.S.

-Quantiles for Information Only-

[illegible]

LEMAC CO., INC QUOTATION

Quote Number: 472187-01

Lemac Company, Inc.
1507 Lake Ave.
Kansas City, KS 66103

Created: 1/14/2020 9:48:08 AM

Revised: 1/14/2020 9:57:54 AM

Prepared for: City of Roeland Park, KS

Attention: Donnie Scharff



Budgetary: No

RFQ:

Project: Roe Blvd Traffic Signal Poles KDOT Project

NOTICE

Quoted prices will be held firm for 30 days. Prices are subject to change if the order is not released within 60 days from the date of the purchase order.

ITEM	DESCRIPTION	QTY	UNIT PRICE
1	55TH ST // OP-39-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$9,945
2	55TH ST // OP-31-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$5,590
3	55TH ST // OP-46-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$10,160
4	55TH ST // OP-31-LR-LESS SPCL MOUNTING PLATE-GV-HH-LAB	1	\$5,483
5	51ST ST // OP-42-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$9,823
6	51ST ST // OP-31-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$5,590
7	51ST ST // OP-47-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$10,165
8	51ST ST // OP-36-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$7,411
9	50TH TERR // OP-28-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$5,125
10	50TH TERR // OP-50-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$10,091
11	50TH TERR // OP-46-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$10,160
12	50TH TERR // OP-47-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$10,165
13	48TH ST // OP-36-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$7,411
14	48TH ST // OP-27-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$5,120

LEMAC CO., INC QUOTATION

Quote Number: 472187-01



15	48TH ST // OP-38-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$8,242
16	48TH ST // OP-26-LR-SPCL MOUNTING PLATE-GV-HH-LAB	1	\$5,115
17	ANCHOR BOLTS: 13 SETS 1.75" & 3 SETS 1.5"	1	\$7,955
			\$133,551

NOTES

* Freight Allowed

FINISH SYSTEM

Galvanized (GV) Base Coat: Hot-Dip Galvanized to ASTM A123 Spec: F-1.

GENERAL

Quoted Lead time is an estimate and is subject to change as business conditions change.

Unit prices reflected on this quote are for this project's bill of material only, and should not be used individually on other projects without approval from Valmont.

Anchor Bolts included

Nut Covers are included.

Sign/signal hangers are not included

The pricing on this quote is valid for a single release with all items shipping together at one time. Pricing will be subject to review and revision if multiple releases are required.

Sized per City of Overland Park Standards DB01086

ALL LINES (Except Line 4) include a spcl plate welded to the pole to support luminaire arm (spcl)

Pricing is valid for a single release PO with all items shipping at once to the same location

- * Based on current business conditions, the lead time is 18-20 weeks after acceptable approval and release of the order. This lead time may be different at time of release, confirm with the factory.
- * Quote is subject to Valmont's standard terms and conditions. See attached copy.
- * City of Roeland Park is responsible for verification of bill of materials.
- * All quotations subject to acceptance by Valmont at time of order placement.
- * With Specifications
- * F.O.B Valmont Factory
- * Terms: NET 30 Days (upon approved credit)



**VALMONT INDUSTRIES, INC.
STANDARD TERMS AND CONDITIONS OF SALE**

AGREEMENT: This document ("Document") contains the standard terms and conditions of sale by Valmont Industries, Inc. ("Supplier"), to Purchaser, of products, materials, other goods, equipment, operations, or services ("Product"). If this Document is a quotation, then the offer contained herein shall remain open for thirty (30) days from the date it was issued, unless otherwise specified, and Purchaser shall be deemed to have accepted the offer and terms and conditions contained herein upon the earlier of: (1) Purchaser's signature and return of this Document to Supplier by fax or any other means; (2) Supplier's receipt of any order or any other writing from Purchaser indicating Purchaser's acceptance and agreement to the terms hereof; or (3) Purchaser's acceptance of any shipment of Product. Whether this Document is a quote, an invoice, or otherwise, the terms and conditions of the parties' agreement shall consist solely of the terms and conditions contained in this Document, together with any separate written agreement previously executed by both Purchaser and Supplier, any invoices generated in connection herewith, and any written addenda to the foregoing that are signed by Purchaser and Supplier (all of which are hereinafter collectively referred to as the "Agreement"). Any additional or different terms contained in any order or other document submitted by Purchaser to Supplier shall be deemed rejected, unless expressly accepted in writing by Supplier. In no event shall Supplier's silence or failure to respond to any such additional or different terms be deemed to constitute acceptance or approval thereof. If this Document is a quotation, then failure of the Purchaser to reject these terms and conditions in writing upon the first to occur of the receipt of this or any other document from or on behalf of the Supplier containing these terms and conditions or the delivery of Product pursuant to the Agreement shall constitute final acceptance of the terms and conditions hereof. To the extent this invoice is in any way deemed to be an acceptance of an offer of the Purchaser, any such acceptance of the Supplier is expressly conditioned upon the consent of the Purchaser to the terms and conditions of the Agreement.

MODIFICATIONS, RESCISSION & CANCELLATION: The Agreement may be modified or rescinded only in writing signed by duly authorized representatives of the parties. For any changes requested by Purchaser to the specification, style, or quantity of the Product, Purchaser shall pay the Supplier a charge equal to the actual additional cost incurred by the Supplier as a result of such change plus a reasonable percentage of such actual cost for overhead and profit. Orders may be canceled only with Supplier's written consent and upon terms which will save Supplier from loss, including all out-of-pocket costs and lost profits.

LIMITED WARRANTY: Supplier warrants the Product to be free of material and workmanship defects for a period of one year from the date of shipment, but said warranty is limited to material and workmanship of Product designed and manufactured by the Supplier. For any product manufactured using items supplied by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the design, fabrication, or manufacture of the items supplied. Such items shall carry only the respective designer's, fabricator's, or manufacturer's warranty, if any. For product manufactured or fabricated by Supplier according to specifications or designs provided by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the adequacy or sufficiency of the specifications or designs themselves. All warranty claims alleging defects of materials or workmanship must be submitted in writing within seven (7) days after the discovery of the defect or such claim shall be considered waived. Supplier will not accept Product returned to it for repair or replacement, unless Supplier is previously notified of the defect in writing and the return or correction is authorized by Supplier in writing. Any Product deemed by Supplier, in its sole discretion, to be defective in material or workmanship will be repaired or replaced, at Supplier's option, F.O.B. Supplier's plant. Supplier's obligation to repair or replace any defective Product shall not include any obligation to reimburse the Purchaser for transportation, installation, removal, unauthorized repairs, or any other expenses that may be incurred by the Purchaser or others in relation to any Product defect. **THIS WARRANTY EXCLUDES (I) FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE ASSOCIATED WITH MOVEMENT OF AIR CURRENTS AROUND THE PRODUCT. FURTHER, LABOR REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS SHALL BE THE RESPONSIBILITY OF THE CUSTOMER; (II) DAMAGE CAUSED BY IMPROPER INSTALLATION, OVERLOADING, MISUSE, ABUSE, ACCIDENT OR NEGLIGENCE.** In addition, this warranty does not cover alterations, modifications, or additions unless the change is acknowledged and accepted, in advance in writing, by Valmont; and (iii) if the products are to be used on an existing foundation or on other structures, the customer assumes all responsibility for the structural integrity of the existing foundation, anchorage or structures and all the consequences arising therefrom.

THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES GIVEN BY SUPPLIER, AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT SET FORTH IN THE FOREGOING WARRANTIES SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE, OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHERWISE (INCLUDING LOST PROFITS, LOSS OF CONSTRUCTION BONUS OR INCENTIVES), RESULTING FROM THE POSSESSION, INSTALLATION, ERECTION, START-UP, USE, MAINTENANCE, OPERATION, REMOVAL, OR RESALE OF SUPPLIER'S PRODUCT OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE. NO PERSON HAS THE AUTHORITY TO BIND THE SUPPLIER TO ANY REPRESENTATION OR WARRANTY OTHER THAN THE FOREGOING LIMITED WARRANTIES AS DISCLAIMED.

DELIVERY, FREIGHT & RISK OF LOSS: All products are sold F.O.B. factory, full freight allowed within the continental United States, consisting of the lower 48 contiguous states, unless otherwise specified in writing. For shipment destinations outside the continental U.S., freight charges will be prepaid to the nearest port of exit with all other applicable charges from said point of delivery being the responsibility of the customer, unless otherwise noted. The method of shipment will be solely determined by Valmont, using a common carrier of Valmont's choice and delivered to the nearest destination. The customer assumes and will pay all charges for special services such as cartage, airfreight, express deliveries, parcel post and multiple deliveries on one order. For orders less than \$1,500, freight may not be included and may be prepaid and charged to the customer. Orders below \$500 may incur a processing fee. Freight charges for anchor bolts or accessories shipped independent of the structures (at the customer's request) may be billed separately and paid by the customer, unless otherwise specified in writing. Risk of Loss, including transportation delays and losses, shall pass to Purchaser upon the earlier of (i) completion of the Product's manufacture, if shipment is delayed by Purchaser, (ii) delivery of the Product to the Purchaser in cases where shipment is F.O.B. destination, or (iii) delivery of the Product to the carrier in cases where shipment is collect or is F.O.B. point of shipment.

PRICING: All prices and discounts are subject to change without advance notice except those shown on a specific quotation indicating the prices to be firm for thirty (30) days from the date of the quotation. For quotations accepted by Purchaser, Purchaser agrees that if the contract documents or designs or the prices of raw materials change from that contained in the quotation, Supplier has a right to charge additional compensation for increased costs, including, without limitation, costs related to freight and raw materials, as well as for increased margin associated therewith. Orders delayed or put on customer hold may not be price protected beyond the date of a general price increase announcement.



RETURNS & CLAIMS FOR SHORTAGES: Supplier will not accept returns for custom-made Product for any reason, provided that Supplier will accept returns made solely for repair or replacement under the foregoing express warranties, but only if Supplier has previously authorized said returns in writing. Standard (non-custom) Product may not be returned without the written consent of Supplier obtained within thirty (30) days after shipment, and only upon the following conditions: (i) all returned Product must be in excellent and merchantable condition and in the original packaging; (ii) the outbound and return freight must be pre-paid; and (iv) the return is subject to certain charges depending on current pricing and product. All claims for shortages must be made in writing within 30 days of receipt of shipment at destination.

PRODUCT SHIPPED WITH PROTECTIVE COVERING: Product received at the point of destination with protective covering should be unwrapped immediately and inspected. Any exposure to moisture during transportation or storage may cause the wrapping materials to stain the Product. Product is wrapped for protection during shipment.

INSTALLATION: Purchaser shall be solely responsible at its cost for the installation and erection of the Product purchased. Although Supplier may, in some cases, provide data, manuals, instructions, designs, drawings or specifications to aid Purchaser with installation or start-up, **SUPPLIER ASSUMES NO RESPONSIBILITY FOR PROPER INSTALLATION OR SUPPORT OF THE PRODUCT WHEN ERECTED AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH INSTALLATION OR SUPPORT, WHETHER OR NOT DATA, MANUALS, INSTRUCTIONS, DESIGNS, DRAWINGS OR SPECIFICATIONS ARE PROVIDED.**

DELAYS: Supplier will deliver or ship with reasonable promptness, but shall not be liable for delays for any reason beyond the Supplier's reasonable control, including, but not limited to, delays caused by acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortages of cars, fuel, labor or materials. **IN ANY SUCH EVENT, SUPPLIER SHALL HAVE SUCH ADDITIONAL TIME WITHIN WHICH TO PERFORM AS MAY BE REASONABLE AND NECESSARY UNDER THE CIRCUMSTANCES, AND SUPPLIER SHALL NOT BE LIABLE TO PURCHASER FOR ANY DAMAGES ARISING FROM SUCH DELAYS, LOSS OF USE OR FOR OTHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR RESULTING FROM FAILURE OR DELAY IN DELIVERY.**

CREDIT APPROVAL & SECURITY FOR PAYMENT: Acceptance of any offer of Supplier is subject to Supplier's approval of Purchaser's credit, and Supplier may at any time decline to make any shipment or delivery, or to perform any services, except upon receipt of payment or security, or upon such other terms as may be satisfactory to Supplier. To secure the payment of any and all amounts due Supplier under this Agreement or any other contract between the parties, Supplier retains and the Purchaser grants to Supplier a security interest in the Product purchased hereunder and agrees to execute and deliver to Supplier such financing statements or to take any other action necessary to perfect Supplier's security interest as Supplier may reasonably request.

TERMS, INVOICES, PAYMENT, LATE CHARGE & TAXES: Payment terms are NET thirty (30) days from the date of Supplier's invoice, unless otherwise specified and approved in advance in writing from the Valmont Credit Department. Invoices will be rendered upon delivery of each order to Purchaser. All payments shall be made to the "remit to" location as stated on the Supplier's invoice. Supplier reserves the right to invoice, and Purchaser agrees to pay for, any or all Product ready for shipment, together with expenses, costs, and losses associated therewith, whenever shipment is delayed pursuant to Purchaser's written instructions or for other reasons beyond Supplier's control. Invoices for anchor bolts shipped in advance of the structures may be billed at the time of such anchor bolt shipment. A monthly late charge of 1.5% of the invoice amount or \$50, whichever is greater, will be assessed on all past-due amounts. Any tax or other charge imposed by law on the sale of goods or the performance of services shall be paid by the Purchaser, unless the law specifically provides that such payment must be absorbed by Supplier. Purchaser shall inform the Supplier, in advance in writing, of such taxes or other charges imposed by state, municipal, or other law that are to be paid by the Supplier.

DEFAULT OF PURCHASER: In the event that (i) Purchaser fails to pay any invoice when due; (ii) Purchaser breaches this Agreement or any other contract with Supplier or any of its affiliated companies; or (iii) Purchaser's financial strength becomes unsatisfactory, Purchaser shall thereby be in default, and Supplier reserves the right, in its sole discretion, to do any one or more of the following: (i) cancel this Agreement and any work in progress, shipments, and pending orders without further notice; (ii) declare all sums owing from Purchaser to Supplier to be due and payable; (iii) require payment in advance of performance, in certified funds; (iv) foreclose any security interest; (v) require other security satisfactory to Supplier. Purchaser shall be liable to Supplier for any and all damages, whether direct, indirect, consequential, special or any other kind of damages, caused by or arising out of any breach of this agreement, provided that the exercise of any rights under this contract shall not bar Supplier from exercising its rights under the UCC or any other applicable law. The Purchaser waives any applicable statutory exemptions and shall pay all expenses incurred by Supplier in the collection of the amounts due under the Agreement, including attorneys' fees.

INDEMNIFICATION & GOVERNING LAW: Purchaser shall indemnify and hold Supplier harmless from all expenses (including attorneys' fees), claims, demands, suits, judgments, actions, costs, and liabilities (including without limitation those alleging Supplier's own negligence) which may arise from, relate to, or be connected with the Purchaser's possession, installation, erection, start-up, use, maintenance, operation, removal, or resale of the Product described herein and any manuals, instructions, designs, drawings or specifications related thereto. All disputes relating to the execution, interpretation, construction or enforcement of the rights and obligations of the parties hereto shall be governed by the laws of, and resolved in the State and Federal courts in the State of Nebraska, and the parties hereby consent to venue in Omaha, Nebraska. **THE PURCHASER AND SUPPLIER EACH HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY CLAIM (INCLUDING COUNTERCLAIMS) ARISING WITH RESPECT TO THE GOODS PURCHASED HEREUNDER.** Any lawsuit based on or related in any way to the Agreement or the Product described therein must be commenced within one (1) year after delivery of the Product or other goods to the Purchaser or it shall be barred.

LEMAC CO., INC QUOTATION

Quote Number: 472187-02

Lemac Company, Inc.
1507 Lake Ave.
Kansas City, KS 66103

Created: 1/14/2020 9:58:22 AM

Revised: 1/14/2020 9:59:21 AM

Prepared for: City of Roeland Park, KS

Attention: Donnie Scharff



Budgetary: No

RFQ:

Project: Roe Blvd Traffic Signal Poles KDOT Project - Vpro

NOTICE

Quoted prices will be held firm for 30 days. Prices are subject to change if the order is not released within 60 days from the date of the purchase order.

ITEM	DESCRIPTION	QTY	UNIT PRICE
1	55TH ST // OP-39-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$12,816
2	55TH ST // OP-31-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$7,454
3	55TH ST // OP-46-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$13,309
4	55TH ST // OP-31-LR-LESS SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$7,340
5	51ST ST // OP-42-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$12,854
6	51ST ST // OP-31-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$7,454
7	51ST ST // OP-47-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$13,323
8	51ST ST // OP-36-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$9,558
9	50TH TERR // OP-28-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$6,885
10	50TH TERR // OP-50-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$13,291
11	50TH TERR // OP-46-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$13,309
12	50TH TERR // OP-47-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$13,323
13	48TH ST // OP-36-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$9,558
14	48TH ST // OP-27-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$6,874

LEMAC CO., INC QUOTATION

Quote Number: 472187-02



15	48TH ST // OP-38-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$10,636
16	48TH ST // OP-26-LR-SPCL MOUNTING PLATE-VPRO32 BLACK-HH-LAB	1	\$6,864
17	ANCHOR BOLTS: 13 SETS 1.75" & 3 SETS 1.5"	1	\$7,955
			\$172,803

NOTES

* Freight Allowed

FINISH SYSTEM

V-PRO 32 (VP32) Liquid

Base Coat: Hot-Dip Galvanized to ASTM A123

Prime Coat: Polyamidoamine or Polyamide Epoxy

Finish Coat: Aliphatic Acrylic Polyurethane

Color: (See Spec Page for Standard Colors Available)

Pricing includes Limited 3 Year Warranty. See attached document.

Spec: F-306.

Valmont standard powder paint colors are: Black(BK), Dark Bronze(DB), Medium Bronze(MB), White(WH), Bronze(CB), Dark Green(DG), Hunter Green(HG), Light Gray(LG), Sandstone(ST), and Slate Gray(SG). If an alternate finish color is required, price will need to be reviewed and revised appropriately.

Valmont standard powder paint colors ONLY. If alternate finish specification or non-standard color required, price will need to be reviewed and revised.

GENERAL

Quoted Lead time is an estimate and is subject to change as business conditions change.

Unit prices reflected on this quote are for this project's bill of material only, and should not be used individually on other projects without approval from Valmont.

Anchor Bolts included

Nut Covers are included.

Sign/signal hangers are not included

The pricing on this quote is valid for a single release with all items shipping together at one time. Pricing will be subject to review and revision if multiple releases are required.

Sized per City of Overland Park Standards DB01086

ALL LINES (Except Line 4) include a spcl plate welded to the pole to support luminaire arm (spcl)

Pricing is valid for a single release PO with all items shipping at once to the same location

* Based on current business conditions, the lead time is 19-21 weeks after acceptable approval and release of the order. This lead time may be different at time of release, confirm with the factory.

* Quote is subject to Valmont's standard terms and conditions. See attached copy.

* City of Roeland Park is responsible for verification of bill of materials.

* All quotations subject to acceptance by Valmont at time of order placement.

* With Specifications

* F.O.B Valmont Factory

* Terms: NET 30 Days (upon approved credit)



**VALMONT INDUSTRIES, INC.
STANDARD TERMS AND CONDITIONS OF SALE**

AGREEMENT: This document ("Document") contains the standard terms and conditions of sale by Valmont Industries, Inc. ("Supplier"), to Purchaser, of products, materials, other goods, equipment, operations, or services ("Product"). If this Document is a quotation, then the offer contained herein shall remain open for thirty (30) days from the date it was issued, unless otherwise specified, and Purchaser shall be deemed to have accepted the offer and terms and conditions contained herein upon the earlier of: (1) Purchaser's signature and return of this Document to Supplier by fax or any other means; (2) Supplier's receipt of any order or any other writing from Purchaser indicating Purchaser's acceptance and agreement to the terms hereof; or (3) Purchaser's acceptance of any shipment of Product. Whether this Document is a quote, an invoice, or otherwise, the terms and conditions of the parties' agreement shall consist solely of the terms and conditions contained in this Document, together with any separate written agreement previously executed by both Purchaser and Supplier, any invoices generated in connection herewith, and any written addenda to the foregoing that are signed by Purchaser and Supplier (all of which are hereinafter collectively referred to as the "Agreement"). Any additional or different terms contained in any order or other document submitted by Purchaser to Supplier shall be deemed rejected, unless expressly accepted in writing by Supplier. In no event shall Supplier's silence or failure to respond to any such additional or different terms be deemed to constitute acceptance or approval thereof. If this Document is a quotation, then failure of the Purchaser to reject these terms and conditions in writing upon the first to occur of the receipt of this or any other document from or on behalf of the Supplier containing these terms and conditions or the delivery of Product pursuant to the Agreement shall constitute final acceptance of the terms and conditions hereof. To the extent this invoice is in any way deemed to be an acceptance of an offer of the Purchaser, any such acceptance of the Supplier is expressly conditioned upon the consent of the Purchaser to the terms and conditions of the Agreement.

MODIFICATIONS, RESCISSION & CANCELLATION: The Agreement may be modified or rescinded only in writing signed by duly authorized representatives of the parties. For any changes requested by Purchaser to the specification, style, or quantity of the Product, Purchaser shall pay the Supplier a charge equal to the actual additional cost incurred by the Supplier as a result of such change plus a reasonable percentage of such actual cost for overhead and profit. Orders may be canceled only with Supplier's written consent and upon terms which will save Supplier from loss, including all out-of-pocket costs and lost profits.

LIMITED WARRANTY: Supplier warrants the Product to be free of material and workmanship defects for a period of one year from the date of shipment, but said warranty is limited to material and workmanship of Product designed and manufactured by the Supplier. For any product manufactured using items supplied by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the design, fabrication, or manufacture of the items supplied. Such items shall carry only the respective designer's, fabricator's, or manufacturer's warranty, if any. For product manufactured or fabricated by Supplier according to specifications or designs provided by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the adequacy or sufficiency of the specifications or designs themselves. All warranty claims alleging defects of materials or workmanship must be submitted in writing within seven (7) days after the discovery of the defect or such claim shall be considered waived. Supplier will not accept Product returned to it for repair or replacement, unless Supplier is previously notified of the defect in writing and the return or correction is authorized by Supplier in writing. Any Product deemed by Supplier, in its sole discretion, to be defective in material or workmanship will be repaired or replaced, at Supplier's option, F.O.B. Supplier's plant. Supplier's obligation to repair or replace any defective Product shall not include any obligation to reimburse the Purchaser for transportation, installation, removal, unauthorized repairs, or any other expenses that may be incurred by the Purchaser or others in relation to any Product defect. **THIS WARRANTY EXCLUDES (I) FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE ASSOCIATED WITH MOVEMENT OF AIR CURRENTS AROUND THE PRODUCT. FURTHER, LABOR REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS SHALL BE THE RESPONSIBILITY OF THE CUSTOMER; (II) DAMAGE CAUSED BY IMPROPER INSTALLATION, OVERLOADING, MISUSE, ABUSE, ACCIDENT OR NEGLIGENCE.** In addition, this warranty does not cover alterations, modifications, or additions unless the change is acknowledged and accepted, in advance in writing, by Valmont; and (iii) if the products are to be used on an existing foundation or on other structures, the customer assumes all responsibility for the structural integrity of the existing foundation, anchorage or structures and all the consequences arising therefrom.

THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES GIVEN BY SUPPLIER, AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT SET FORTH IN THE FOREGOING WARRANTIES SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE, OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHERWISE (INCLUDING LOST PROFITS, LOSS OF CONSTRUCTION BONUS OR INCENTIVES), RESULTING FROM THE POSSESSION, INSTALLATION, ERECTION, START-UP, USE, MAINTENANCE, OPERATION, REMOVAL, OR RESALE OF SUPPLIER'S PRODUCT OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE. NO PERSON HAS THE AUTHORITY TO BIND THE SUPPLIER TO ANY REPRESENTATION OR WARRANTY OTHER THAN THE FOREGOING LIMITED WARRANTIES AS DISCLAIMED.

DELIVERY, FREIGHT & RISK OF LOSS: All products are sold F.O.B. factory, full freight allowed within the continental United States, consisting of the lower 48 contiguous states, unless otherwise specified in writing. For shipment destinations outside the continental U.S., freight charges will be prepaid to the nearest port of exit with all other applicable charges from said point of delivery being the responsibility of the customer, unless otherwise noted. The method of shipment will be solely determined by Valmont, using a common carrier of Valmont's choice and delivered to the nearest destination. The customer assumes and will pay all charges for special services such as cartage, airfreight, express deliveries, parcel post and multiple deliveries on one order. For orders less than \$1,500, freight may not be included and may be prepaid and charged to the customer. Orders below \$500 may incur a processing fee. Freight charges for anchor bolts or accessories shipped independent of the structures (at the customer's request) may be billed separately and paid by the customer, unless otherwise specified in writing. Risk of Loss, including transportation delays and losses, shall pass to Purchaser upon the earlier of (i) completion of the Product's manufacture, if shipment is delayed by Purchaser, (ii) delivery of the Product to the Purchaser in cases where shipment is F.O.B. destination, or (iii) delivery of the Product to the carrier in cases where shipment is collect or is F.O.B. point of shipment.

PRICING: All prices and discounts are subject to change without advance notice except those shown on a specific quotation indicating the prices to be firm for thirty (30) days from the date of the quotation. For quotations accepted by Purchaser, Purchaser agrees that if the contract documents or designs or the prices of raw materials change from that contained in the quotation, Supplier has a right to charge additional compensation for increased costs, including, without limitation, costs related to freight and raw materials, as well as for increased margin associated therewith. Orders delayed or put on customer hold may not be price protected beyond the date of a general price increase announcement.



RETURNS & CLAIMS FOR SHORTAGES: Supplier will not accept returns for custom-made Product for any reason, provided that Supplier will accept returns made solely for repair or replacement under the foregoing express warranties, but only if Supplier has previously authorized said returns in writing. Standard (non-custom) Product may not be returned without the written consent of Supplier obtained within thirty (30) days after shipment, and only upon the following conditions: (i) all returned Product must be in excellent and merchantable condition and in the original packaging; (ii) the outbound and return freight must be pre-paid; and (iv) the return is subject to certain charges depending on current pricing and product. All claims for shortages must be made in writing within 30 days of receipt of shipment at destination.

PRODUCT SHIPPED WITH PROTECTIVE COVERING: Product received at the point of destination with protective covering should be unwrapped immediately and inspected. Any exposure to moisture during transportation or storage may cause the wrapping materials to stain the Product. Product is wrapped for protection during shipment.

INSTALLATION: Purchaser shall be solely responsible at its cost for the installation and erection of the Product purchased. Although Supplier may, in some cases, provide data, manuals, instructions, designs, drawings or specifications to aid Purchaser with installation or start-up, **SUPPLIER ASSUMES NO RESPONSIBILITY FOR PROPER INSTALLATION OR SUPPORT OF THE PRODUCT WHEN ERECTED AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH INSTALLATION OR SUPPORT, WHETHER OR NOT DATA, MANUALS, INSTRUCTIONS, DESIGNS, DRAWINGS OR SPECIFICATIONS ARE PROVIDED.**

DELAYS: Supplier will deliver or ship with reasonable promptness, but shall not be liable for delays for any reason beyond the Supplier's reasonable control, including, but not limited to, delays caused by acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortages of cars, fuel, labor or materials. **IN ANY SUCH EVENT, SUPPLIER SHALL HAVE SUCH ADDITIONAL TIME WITHIN WHICH TO PERFORM AS MAY BE REASONABLE AND NECESSARY UNDER THE CIRCUMSTANCES, AND SUPPLIER SHALL NOT BE LIABLE TO PURCHASER FOR ANY DAMAGES ARISING FROM SUCH DELAYS, LOSS OF USE OR FOR OTHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR RESULTING FROM FAILURE OR DELAY IN DELIVERY.**

CREDIT APPROVAL & SECURITY FOR PAYMENT: Acceptance of any offer of Supplier is subject to Supplier's approval of Purchaser's credit, and Supplier may at any time decline to make any shipment or delivery, or to perform any services, except upon receipt of payment or security, or upon such other terms as may be satisfactory to Supplier. To secure the payment of any and all amounts due Supplier under this Agreement or any other contract between the parties, Supplier retains and the Purchaser grants to Supplier a security interest in the Product purchased hereunder and agrees to execute and deliver to Supplier such financing statements or to take any other action necessary to perfect Supplier's security interest as Supplier may reasonably request.

TERMS, INVOICES, PAYMENT, LATE CHARGE & TAXES: Payment terms are NET thirty (30) days from the date of Supplier's invoice, unless otherwise specified and approved in advance in writing from the Valmont Credit Department. Invoices will be rendered upon delivery of each order to Purchaser. All payments shall be made to the "remit to" location as stated on the Supplier's invoice. Supplier reserves the right to invoice, and Purchaser agrees to pay for, any or all Product ready for shipment, together with expenses, costs, and losses associated therewith, whenever shipment is delayed pursuant to Purchaser's written instructions or for other reasons beyond Supplier's control. Invoices for anchor bolts shipped in advance of the structures may be billed at the time of such anchor bolt shipment. A monthly late charge of 1.5% of the invoice amount or \$50, whichever is greater, will be assessed on all past-due amounts. Any tax or other charge imposed by law on the sale of goods or the performance of services shall be paid by the Purchaser, unless the law specifically provides that such payment must be absorbed by Supplier. Purchaser shall inform the Supplier, in advance in writing, of such taxes or other charges imposed by state, municipal, or other law that are to be paid by the Supplier.

DEFAULT OF PURCHASER: In the event that (i) Purchaser fails to pay any invoice when due; (ii) Purchaser breaches this Agreement or any other contract with Supplier or any of its affiliated companies; or (iii) Purchaser's financial strength becomes unsatisfactory, Purchaser shall thereby be in default, and Supplier reserves the right, in its sole discretion, to do any one or more of the following: (i) cancel this Agreement and any work in progress, shipments, and pending orders without further notice; (ii) declare all sums owing from Purchaser to Supplier to be due and payable; (iii) require payment in advance of performance, in certified funds; (iv) foreclose any security interest; (v) require other security satisfactory to Supplier. Purchaser shall be liable to Supplier for any and all damages, whether direct, indirect, consequential, special or any other kind of damages, caused by or arising out of any breach of this agreement, provided that the exercise of any rights under this contract shall not bar Supplier from exercising its rights under the UCC or any other applicable law. The Purchaser waives any applicable statutory exemptions and shall pay all expenses incurred by Supplier in the collection of the amounts due under the Agreement, including attorneys' fees.

INDEMNIFICATION & GOVERNING LAW: Purchaser shall indemnify and hold Supplier harmless from all expenses (including attorneys' fees), claims, demands, suits, judgments, actions, costs, and liabilities (including without limitation those alleging Supplier's own negligence) which may arise from, relate to, or be connected with the Purchaser's possession, installation, erection, start-up, use, maintenance, operation, removal, or resale of the Product described herein and any manuals, instructions, designs, drawings or specifications related thereto. All disputes relating to the execution, interpretation, construction or enforcement of the rights and obligations of the parties hereto shall be governed by the laws of, and resolved in the State and Federal courts in the State of Nebraska, and the parties hereby consent to venue in Omaha, Nebraska. **THE PURCHASER AND SUPPLIER EACH HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY CLAIM (INCLUDING COUNTERCLAIMS) ARISING WITH RESPECT TO THE GOODS PURCHASED HEREUNDER.** Any lawsuit based on or related in any way to the Agreement or the Product described therein must be commenced within one (1) year after delivery of the Product or other goods to the Purchaser or it shall be barred.

LEMAC CO., INC QUOTATION

Quote Number: 472187-03

Lemac Company, Inc.
1507 Lake Ave.
Kansas City, KS 66103

Created: 1/14/2020 10:32:41 AM

Revised: 1/14/2020 10:35:33 AM

Prepared for: City of Roeland Park, KS

Attention: Donnie Scharff



Budgetary: No

RFQ:

Project: Roe Blvd Traffic Signal Poles KDOT Project - Vpro Spcl

NOTICE

Quoted prices will be held firm for 30 days. Prices are subject to change if the order is not released within 60 days from the date of the purchase order.

ITEM	DESCRIPTION	QTY	UNIT PRICE
1	55TH ST // OP-39-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$15,744
2	55TH ST // OP-31-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$9,336
3	55TH ST // OP-46-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$16,409
4	55TH ST // OP-31-LR-LESS SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$9,213
5	51ST ST // OP-42-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$15,759
6	51ST ST // OP-31-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$9,336
7	51ST ST // OP-47-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$16,440
8	51ST ST // OP-36-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$11,904
9	50TH TERR // OP-28-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$8,548
10	50TH TERR // OP-50-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$16,531
11	50TH TERR // OP-46-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$16,409
12	50TH TERR // OP-47-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$16,440
13	48TH ST // OP-36-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$11,904
14	48TH ST // OP-27-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$8,525

LEMAC CO., INC QUOTATION

Quote Number: 472187-03



15	48TH ST // OP-38-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$13,210
16	48TH ST // OP-26-LR-SPCL MOUNTING PLATE-VPRO32 SPCL METALLIC FINISH-HH-LAB	1	\$8,501
17	ANCHOR BOLTS: 13 SETS 1.75" & 3 SETS 1.5"	1	\$7,955
			\$212,164

NOTES

* Freight Allowed

FINISH SYSTEM

V-PRO 32 (VP32) Liquid

Base Coat: Hot-Dip Galvanized to ASTM A123

Prime Coat: Polyamidoamine or Polyamide Epoxy

Finish Coat: Aliphatic Acrylic Polyurethane

Color: (See Spec Page for Standard Colors Available)

Pricing includes Limited 3 Year Warranty. See attached document.

Spec: F-306.

*** PLEASE NOTE ***

Pricing covers metallic STANDARD finishes (Metallic Black, Metallic Bronze, etc). If a very unique color (Gold, Blue, etc) is needed metallic, a color sample will need to be provided before we can review pricing.

SPCL FINISH (Example - providing XXX/XXX to match paint specification requested on project or providing an alternate to paint specification which includes...). Please confirm color at order entry.

GENERAL

Quoted Lead time is an estimate and is subject to change as business conditions change.

Unit prices reflected on this quote are for this project's bill of material only, and should not be used individually on other projects without approval from Valmont.

Anchor Bolts included

Nut Covers are included.

Sign/signal hangers are not included

The pricing on this quote is valid for a single release with all items shipping together at one time. Pricing will be subject to review and revision if multiple releases are required.

Sized per City of Overland Park Standards DB01086

ALL LINES (Except Line 4) include a spcl plate welded to the pole to support luminaire arm (spcl)

Pricing is valid for a single release PO with all items shipping at once to the same location

* Based on current business conditions, the lead time is 19-21 weeks after acceptable approval and release of the order. This lead time may be different at time of release, confirm with the factory.

* Quote is subject to Valmont's standard terms and conditions. See attached copy.

* City of Roeland Park is responsible for verification of bill of materials.

* All quotations subject to acceptance by Valmont at time of order placement.

* With Specifications

* F.O.B Valmont Factory

* Terms: NET 30 Days (upon approved credit)



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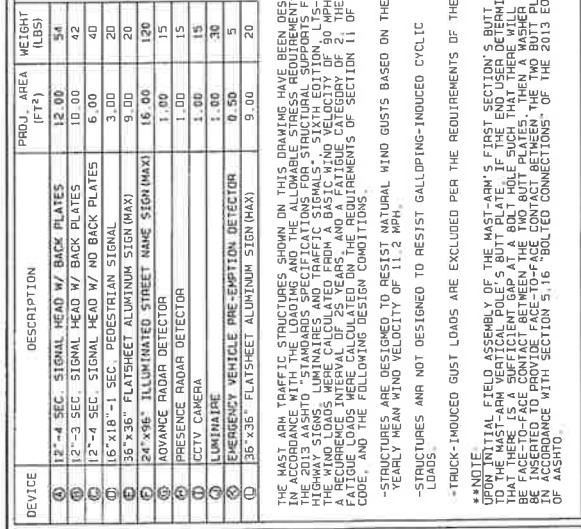
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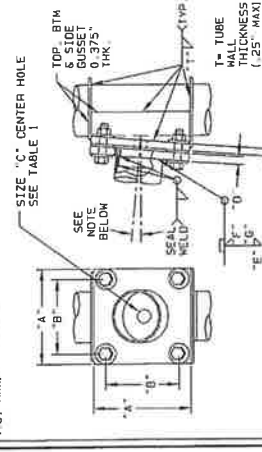
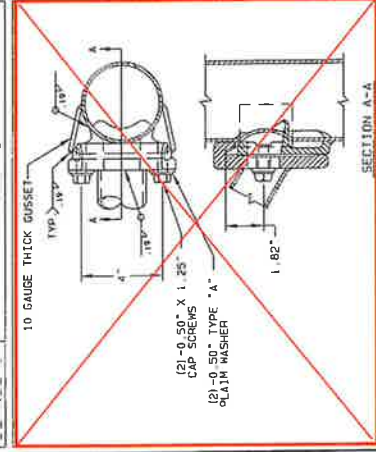
TERMS, INVOICES, PAYMENT, LATE CHARGE & TAXES: Payment terms are NET thirty (30) days from the date of Supplier's invoice, unless otherwise specified and approved in advance in writing from the Valmont Credit Department. Invoices will be rendered upon delivery of each order to Purchaser. All payments shall be made to the "remit to" location as stated on the Supplier's invoice. Supplier reserves the right to invoice, and Purchaser agrees to pay for, any or all Product ready for shipment, together with expenses, costs, and losses associated therewith, whenever shipment is delayed pursuant to Purchaser's written instructions or for other reasons beyond Supplier's control. Invoices for anchor bolts shipped in advance of the structures may be billed at the time of such anchor bolt shipment. A monthly late charge of 1.5% of the invoice amount or \$50, whichever is greater, will be assessed on all past-due amounts. Any tax or other charge imposed by law on the sale of goods or the performance of services shall be paid by the Purchaser, unless the law specifically provides that such payment must be absorbed by Supplier. Purchaser shall inform the Supplier, in advance in writing, of such taxes or other charges imposed by state, municipal, or other law that are to be paid by the Supplier.

DEFAULT OF PURCHASER: In the event that (i) Purchaser fails to pay any invoice when due; (ii) Purchaser breaches this Agreement or any other contract with Supplier or any of its affiliated companies; or (iii) Purchaser's financial strength becomes unsatisfactory, Purchaser shall thereby be in default, and Supplier reserves the right, in its sole discretion, to do any one or more of the following: (i) cancel this Agreement and any work in progress, shipments, and pending orders without further notice; (ii) declare all sums owing from Purchaser to Supplier to be due and payable; (iii) require payment in advance of performance, in certified funds; (iv) foreclose any security interest; (v) require other security satisfactory to Supplier. Purchaser shall be liable to Supplier for any and all damages, whether direct, indirect, consequential, special or any other kind of damages, caused by or arising out of any breach of this agreement, provided that the exercise of any rights under this contract shall not bar Supplier from exercising its rights under the UCC or any other applicable law. The Purchaser waives any applicable statutory exemptions and shall pay all expenses incurred by Supplier in the collection of the amounts due under the Agreement, including attorneys' fees.

INDEMNIFICATION & GOVERNING LAW: Purchaser shall indemnify and hold Supplier harmless from all expenses (including attorneys' fees), claims, demands, suits, judgments, actions, costs, and liabilities (including without limitation those alleging Supplier's own negligence) which may arise from, relate to, or be connected with the Purchaser's possession, installation, erection, start-up, use, maintenance, operation, removal, or resale of the Product described herein and any manuals, instructions, designs, drawings or specifications related thereto. All disputes relating to the execution, interpretation, construction or enforcement of the rights and obligations of the parties hereto shall be governed by the laws of, and resolved in the State and Federal courts in the State of Nebraska, and the parties hereby consent to venue in Omaha, Nebraska. **THE PURCHASER AND SUPPLIER EACH HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY CLAIM (INCLUDING COUNTERCLAIMS) ARISING WITH RESPECT TO THE GOODS PURCHASED HEREUNDER.** Any lawsuit based on or related in any way to the Agreement or the Product described therein must be commenced within one (1) year after delivery of the Product or other goods to the Purchaser or it shall be barred.

[illegible]

REV	DATE	BY	DESCRIPTION
1	05/08/17	BD4	05/08/17 ADDED ID TAG
2	02/28/17	KMS	02/28/17 REMOVED NUT COVERS
3	05/07/14	NCL	05/07/14
TRAFFIC SIGNAL STRUCTURES			
THE RIGHT TO INSTALL VARIOUS, ENGINEER APPROVED, MATERIAL HANGING ACCESSORIES SHALL REMAIN THE MANUFACTURING PROCESS.			
Vaimonty 9811st NE 58064 (402) 559-2201			
DB01085			G



ARM SHAFT WALL THK.	ARM-TO-PLATE WELD "E"	BEVEL "F" X "G"
ALL	(ARM THK. + .25") X ARM THK.	.19" X 30°
DETAIL 3	SIGNAL ARM ATTACHMENT	

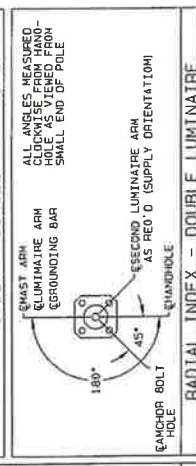
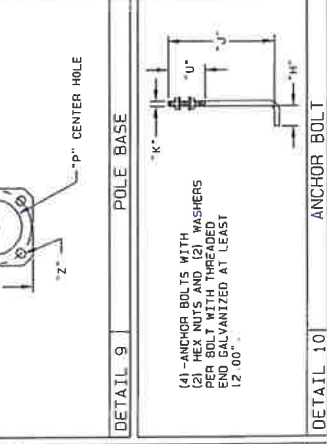
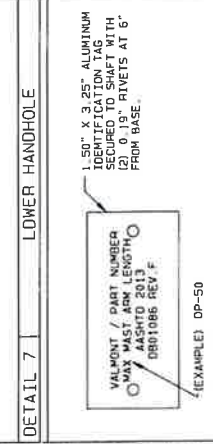
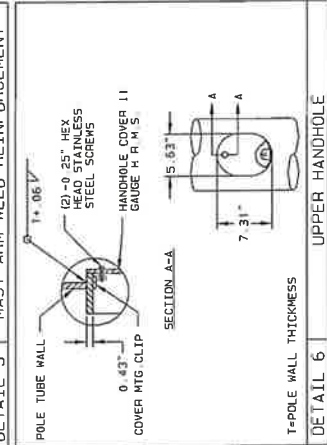
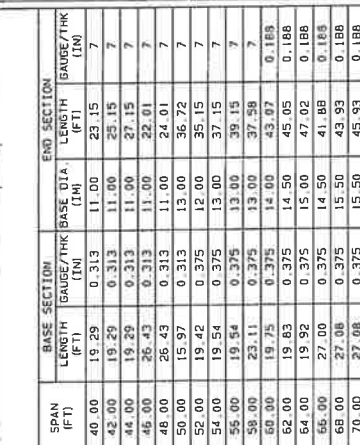


TABLE 3: MATERIAL DATA			MIN
COMPONENT	ASTM DESIGNATION	YIELD	ASTM
ALL LABELED SHAFTS	A508 GR. 80	452	55
ALL LABELED BOLTS	A325	58	55
ALL LABELED NUTS	A325	58	55
ALL LABELED PLATE	A36	58	50
ALL LABELED ANCHOR	A307 GR. 55-30	436	35
ALL LABELED ATTACHMENT	A36	58	50
ALL LABELED WELD	A501	58	50
LABORATORY AIR	ASTM A500, A513, A518	36	36
LABORATORY WATER	ASTM D1591, D1595, D1596	36	36
LABORATORY CONCRETE	ASTM C1501, C1502, C1503	36	36
ANCHOR BOLTS	F1554 GR. 55	55	55
ANCHOR BOLTS	F1554 GR. 55	55	55
ANCHOR CONNECTING HARDWARE	A325	58	55

FINISH DATA	STANDARD FINISH	OPTION
SYSTEM: BASE COAT: PRIME COAT: FINISH COAT: COLOR: SPEC:	GALVANIZED (GV) HOT-DIP GALVANIZED TO ASTM A123 PRIME COAT: NONE FINISH COAT: NONE COLOR: F-1 SPEC:	V H A P P F F

11/27/19

Lineal

Installation Instructions

STRUCTURA

Warnings

CAUTION—risk of fire and this product must be installed in accordance with the applicable installation code by a person familiar with the construction and operation of the product and the hazards involved.

Suitable for wet locations.

Mounting orientation must have light source facing down.

Electrical service must be disconnected during installation.

Proper grounding is required to protect against shock and proper operation.

Fasteners Provided

(2) 3/8"-16 x 1" stainless steel bolts

(2) 3/8" stainless steel washers

Tools Required

9/16" wrench or socket for 3/8" mounting bolts

Wiring tools and connectors

Single Fixture Mounting

Step 1: Ensure drill pattern on pole matches drill pattern in Diagram A.

Step 2: Route SJEOOW wire whip from fixture through 1.25" hole in pole.

Step 3: Fasten (2) 3/8"-16 bolt with lock washer as shown in Diagram B. Torque bolts to 20lb-ft.

Step 4: Connect 5 conductor wire to 5 wire whip from fixture as shown in Diagram C. If 0-10V dimming is not required, terminate ends from wire whip.

Step 5: Install pole top cap.

Diagram A

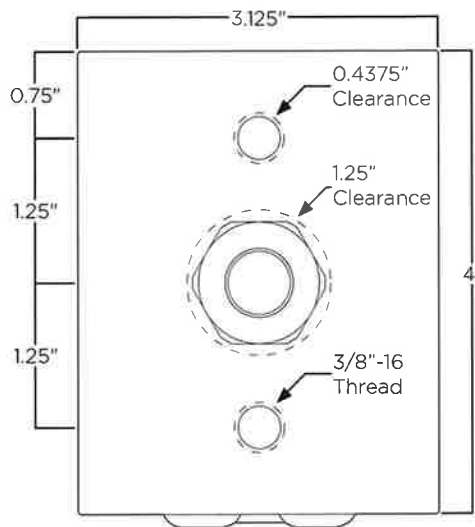


Diagram B

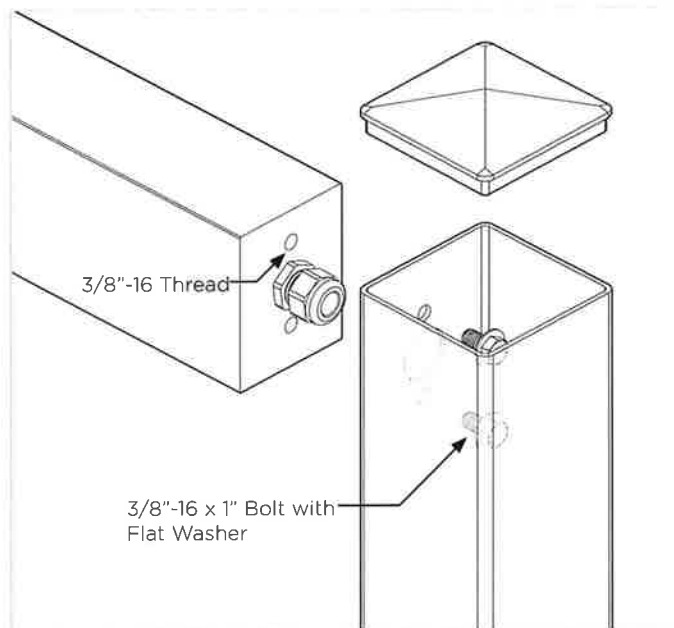


Diagram C



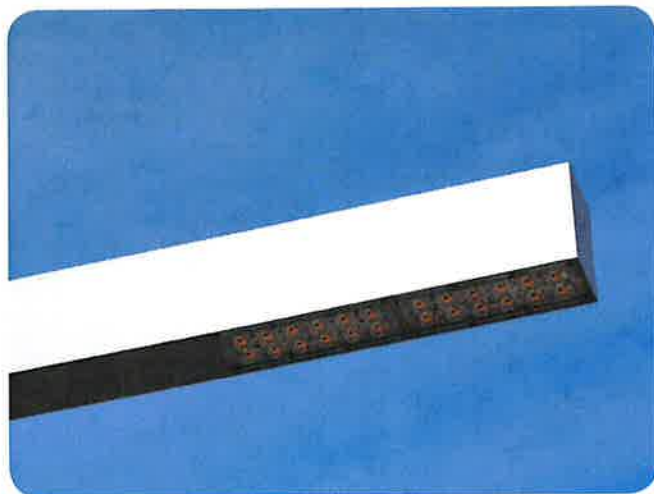
STRUCTURA

19922 W. 162nd St., Olathe, KS 66062 913.390.8787 www.structura.com

Lineal LED Luminaire

FIXTURE TYPE: _____

PROJECT NAME: _____



Lineal mounted on Structura Tilt pole.

SPECIFICATIONS:

CONSTRUCTION: Seamless aluminum housing comprised of 600SA-T61 extrusion and 6061-T6 end plates. Gasketed aluminum electrical access cover attached with captive stainless steel hardware and safety cable.

ELECTRICAL: Integral Class P, universal voltage, dimmable constant current driver. 347 and 480V input available with step down transformer in pole. Luminaire is pre-wired with watertight S conductor 18 gauge SJEOOW whip. 10kA surge suppression is standard with optional external 20kA surge suppression.

OPTICAL SYSTEM: LED boards have solderless connections for field upgradability. Available in CCT of 3000K and 4000K, >80 CRI. Optics are UV resistant molded PMMA in type II and III distributions. Consult factory for additional lumen output, CCT, and optical distribution options.

CONTROLS: Dimming through 0-10V input is standard. Available with integral motion sensor with photocell providing on/off and full light to dim control. Also available with wireless smart city control. See [SmartCity](#) control documentation for more information.

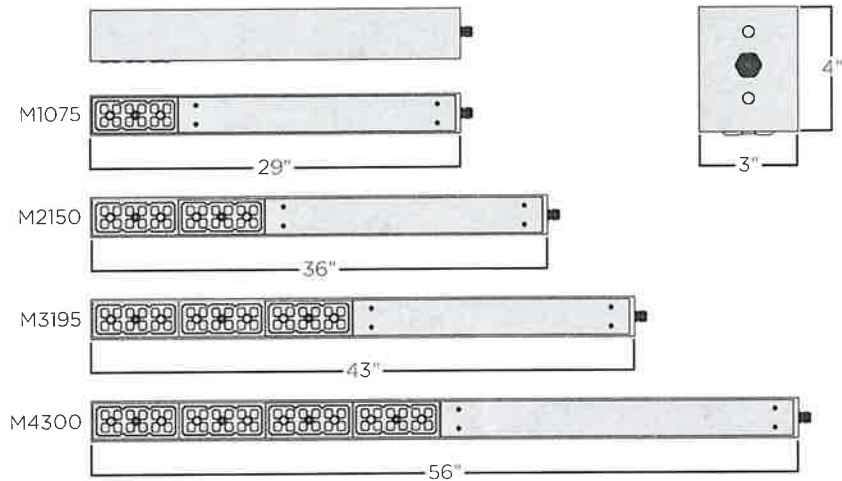
FINISHES: All aluminum parts are polyester powder coat painted to meet AAMA 2604 standards. See Structura's finish options for available colors.

LISTINGS & RATINGS: UL 1598 CSA listed, IP6S rating, luminaire tested to IESNA LM-79 and LM-80 standards. Reported L70 > 50,000 hours. Calculated L70 > 100,000 hours. Bug rating: B1-U0-G1.

WARRANTY: 5-year warranty on LED and drivers.



Lineal mounted on Structura Tilt pole.



	3000K				4000K					
mA	Lumen ⁽¹⁾	Wattage	CRI	Efficacy	Lumen ⁽¹⁾	Wattage	CRI	Efficacy	EPA	Weight
750	4081	40	>80	101.3	4407	40	>80	109.4	0.81ft ²	12.3lbs.
1500	8162	76	>80	107.4	8856	76	>80	116.5	1.00ft ²	14.2lbs.
1950	10611	95	>80	111.7	11508	95	>80	121.1	1.19ft ²	16.2lbs.
3000	16324	152	>80	107.4	17671	152	>80	116.3	1.55ft ²	20.7lbs.

ORDERING GUIDE: EXAMPLE: LIN-M2150-UNV-L30-3-C4-SP-WC-MS/L3-STD

LIN								
1	2	3	4	5	6	7	8	9

1	Series	4	Color Temperature⁽⁴⁾	7	Mounting
LIN	Lineal	L30 L40	3000K 4000K	SP ST NA	Structura Pole ⁽⁶⁾ Square Steel Pole by Structura ⁽⁷⁾ Pole by Others
2	Output⁽²⁾	5	Distribution⁽⁵⁾	8	Options
M1075 M2150 M3195 M4300	750mA 1500mA 1950mA 3000mA	2 3 4	Type II Type III Type IV	WC MS/L* SS HSS	Wireless Contro ⁽⁸⁾ Motion Sensor/Photocell ⁽⁹⁾ 20kA Surge Suppressor ⁽¹⁰⁾ House-Side Shield
3	Voltage	6	Metal Finish	9	Special
UNV 347 480	120-277V 347V ⁽²⁾ 480V ⁽²⁾	C* CSM	See color options on finishes technical sheet Custom Color	STD MOD	Standard Modified

- Lumen output based upon Type IV distribution.
- Contact factory for alternative output options.
- Step down transformer required and only available with Structura supplied pole.
- Contact factory for other color temperature options.
- Contact factory for other distribution options.
- Structura pole specification sheet must be completed showing mounting locations and quantities as a separate item.
- Specify steel pole on page 158 as separate item.
- Synapse Wireless site gateway controller must be ordered separately. Please contact factory for design assistance.
- Specify coverage pattern (see page 157 for detail).
- 20kA surge suppressor is only available when pole is supplied by Structura. 10kA surge suppressor supplied as standard in the fixture.

Lineal LED Luminaire

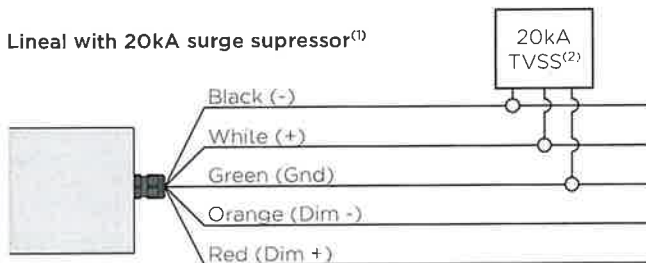
Lineal with standard wiring⁽¹⁾



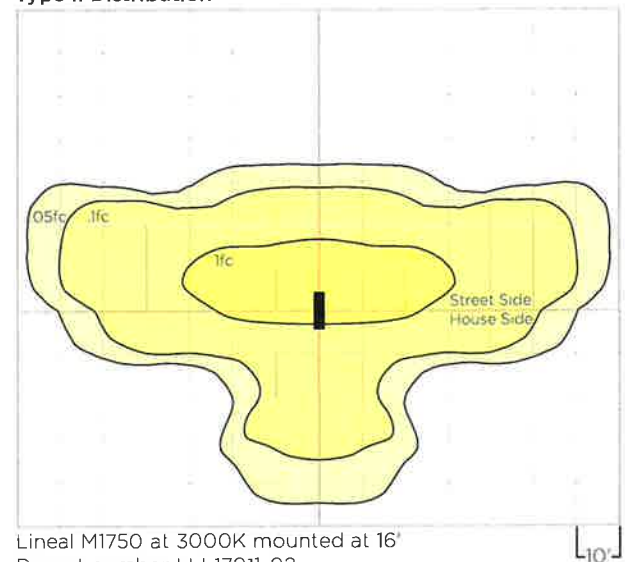
Lineal with step down transformer⁽¹⁾



Lineal with 20kA surge supressor⁽¹⁾

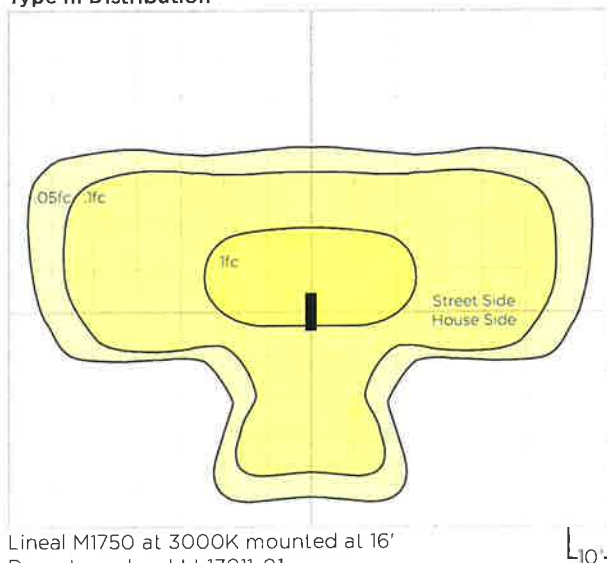


Type II Distribution



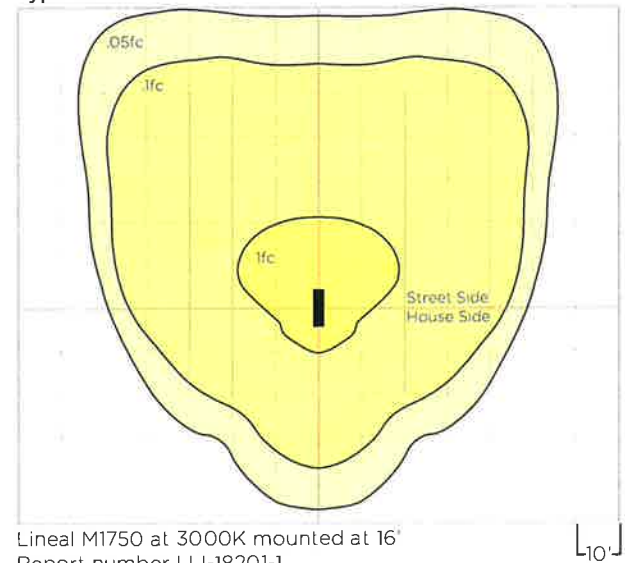
Lineal M1750 at 3000K mounted at 16'
Report number LLI-17011-02

Type III Distribution



Lineal M1750 at 3000K mounted at 16'
Report number LLI-17011-01

Type IV Distribution



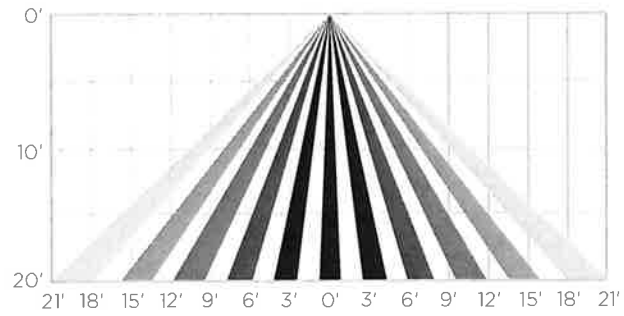
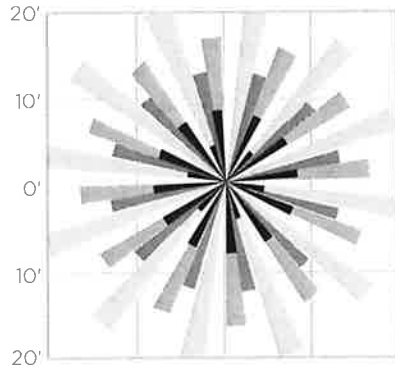
Lineal M1750 at 3000K mounted at 16'
Report number LLI-18201-1

[IES file download](#)

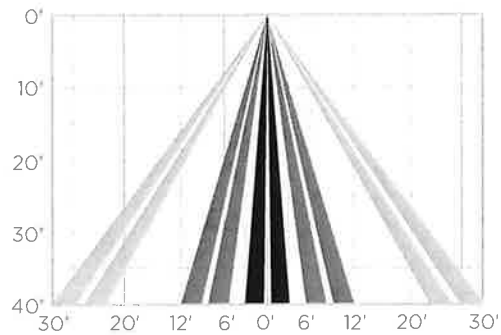
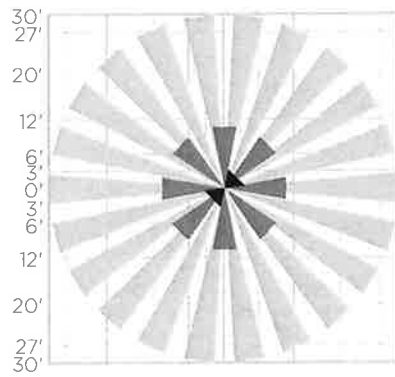
1. All fixtures are provided with 5 conductor 18ga. SJEOOW whip based upon pole height. Cap dimming if it is not required.
2. 20kA surge suppressors and step down transformers are mounted in pole base when pole is supplied by Structura.

Lineal Motion Sensor Coverage

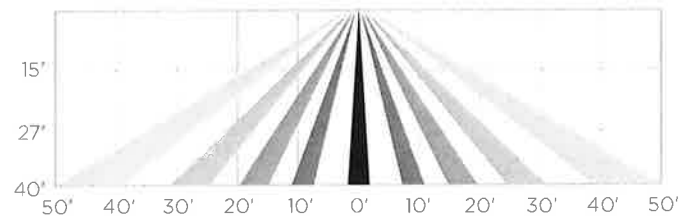
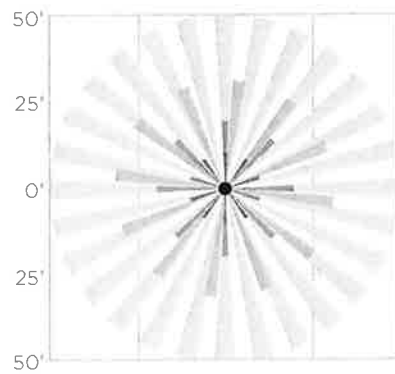
Motion Sensor Type L3 (ordering code MS/L3)



Motion Sensor Type L4 (ordering code MS/L4)



Motion Sensor Type L7 (ordering code MS/L7)



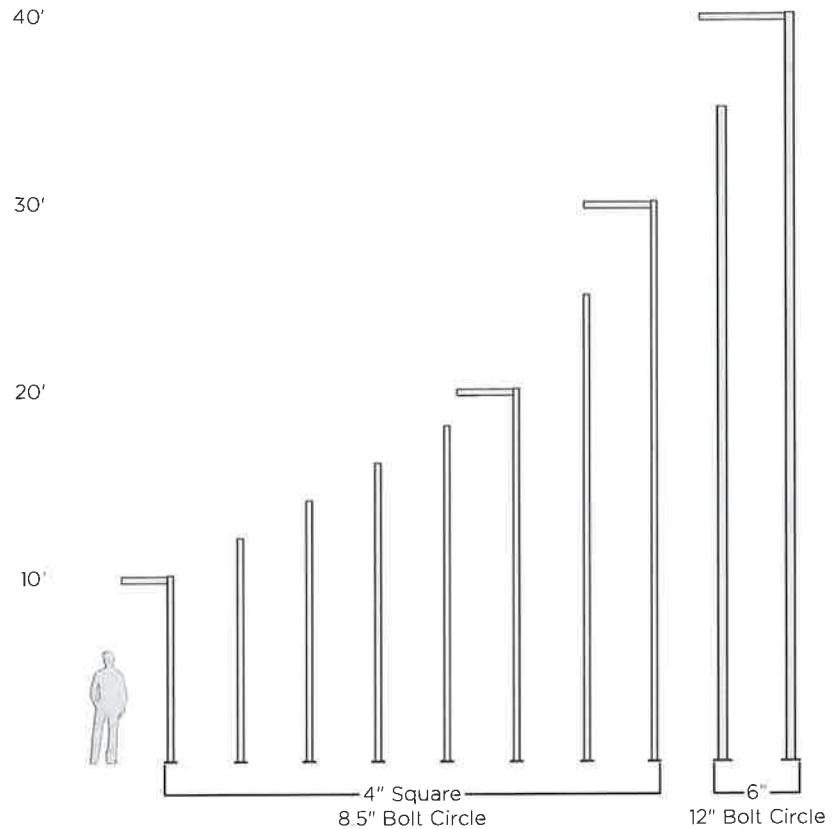
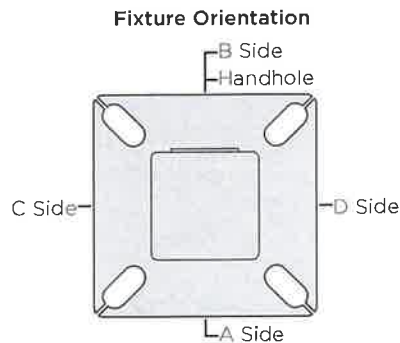
ST Straight Square Steel Pole

FIXTURE TYPE: _____

PROJECT NAME: _____

FEATURES:

- Heights available from 10 to 40'
- Galvanized then polyester powder coat painted (AAMA 2604 standard)
- Supplied with a two piece casted aluminum base cover
- Multiple mounting options



ORDERING GUIDE: EXAMPLE: ST-20-C7-A20-B12-STD

ST								
1	2	3	4	5	6	7	8	9

1	Series
ST	Square Steel Pole
2	Pole Height
10	10'
40	40'
**	Specify
3	Pole Finish
****	See color options on finishes technical sheet
CSM	Custom Color

4	A Side Fixture Mounting Height
Blank	No fixture on this side
A10	10' A Side
A12	12' A Side
A**	Specify
5	B Side Fixture Mounting Height
Blank	No fixture on this side
B**	Specify
6	C Side Fixture Mounting Height
Blank	No fixture on this side
C**	Specify

7	D Side Fixture Mounting Height
Blank	No fixture on this side
D**	Specify
8	Options
BNR	Banner ⁽¹⁾
GFCI	GFCI Box
VD	Vibration Dampener
9	Special
STD	Standard
MOD	Modified

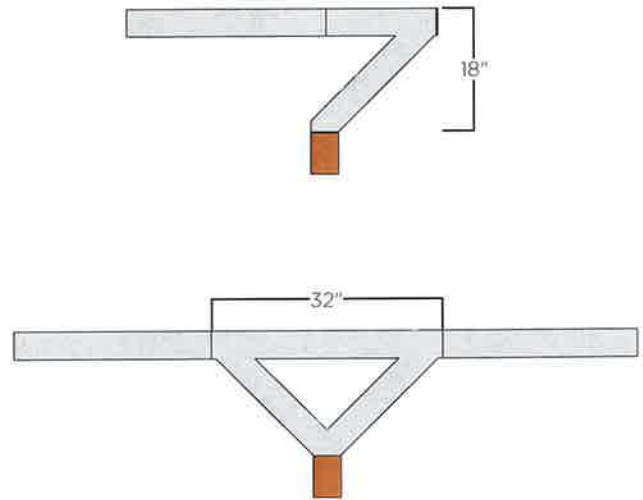
1. Consult factory for allowable EPA for banners.

Lineal

Lineal Post Top Mounting Arm

FIXTURE TYPE: _____

PROJECT NAME: _____



Aluminum mounting arm designed to mount the Lineal luminaire to Structura wood poles.

FEATURES:

- Easy bolt plate mounting attachment
- Pole top connection with two different connection appearances and styles
- Smooth transition from luminaire® to mounting arm

SPECIFICATIONS:

CONSTRUCTION: Welded aluminum 6061-T6 extrusion and plates.

FINISHES AND MATERIALS: All metal parts are polyester powder coat painted.

HARDWARE: All fasteners are stainless steel.

ELECTRICAL: Electrical raceway through center of arm connecting to pole.

ORDERING GUIDE: EXAMPLE: LIN PT-SNGL

1	2

1	Series	2	Arm
LIN PT	Lineal Post Top	SNGL DBL	Single Double

1. For use with Lineal M1075, M2150, and M3195

**CITY OF ROELAND PARK, KANSAS
PUBLIC WORKS DEPARTMENT**

**BID FOR
TRAFFIC SIGNAL POLES – REVISION 1**

The undersigned proposes to furnish and deliver to the City of Roeland Park, Kansas traffic signal poles, mast arms, covers, anchor bolts, and related equipment as described above and as indicated below and in accordance with the general conditions and specifications.

BASE BID ITEM - TRAFFIC SIGNAL POLES

Pole heights are 27'. Signal Arm Mounting Heights are 19'.

Luminaire Arm Lengths are 3.5' except that 55th St. Pole 8 has no luminaire.

Luminaire Mounting Heights are 26.5', except that 55th St. Pole 8 has no luminaire.

Cross Street	Pole #	Signal Arm Length	No. of Signals on Arm	Valmont Pole Designation	Union Pole Designation
55th St.	1	39	3	OP40	50915-B19-Y11
55th St.	3	31	2	OP32	50915-B19-Y7
55th St.	6	46	3	OP46	50915-B19-Y14
55th St.	8	31	2	OP32	50915-B19-Y7
51st St.	1	42	3	OP42	50915-B19-Y12
51st St.	3	31	2	OP32	50915-B19-Y7
51st St.	7	47	3	OP48	50915-B19-Y15
51st St.	9	36	2	OP36	50915-B19-Y9
50th Terr./Roe Ln.	1	28	2	OP28	50915-B19-Y5
50th Terr./Roe Ln.	3	50	2	OP50	50915-B19-Y16
50th Terr./Roe Ln.	7	46	3	OP46	50915-B19-Y14
50th Terr./Roe Ln.	9	47	3	OP48	50915-B19-Y15
48th St./Skyline Dr.	1	36	3	OP36	50915-B19-Y9
48th St./Skyline Dr.	3	27	2	OP28	50915-B19-Y5
48th St./Skyline Dr.	5	38	3	OP38	50915-B19-Y10
48th St./Skyline Dr.	7	26	2	OP26	50915-B19-Y4

LUMP SUM BASE BID (Traffic Signal Poles)

\$ 158870⁰⁰
Figures

ONE HUNDRED AND FIFTY-EIGHT THOUSAND AND EIGHT HUNDRED^{SEVENTY} DOLLARS AND ZERO CENTS.
Words

The undersigned further agrees to deliver the traffic signal equipment, if this base bid is accepted, no later than JULY 21, 2020, based on award of the contract on or prior to February January 21, 2020. Time is of the essence and will be a factor considered in determining the lowest and best responsible bidder.

ADD ALTERNATE 1 – FEDERAL STANDARD COLOR #27038 BLACK

All poles, mast arms, and exposed surfaces (caps, bolt covers, handhole covers etc.) shall be coated with a coating as specified herein.

LUMP SUM ADD ALTERNATE 1 (Black)

\$ 188,786⁰⁰
Figures

ONE HUNDRED AND EIGHTY-EIGHT THOUSAND AND SEVEN HUNDRED EIGHTY-SIX Dollars and ZERO Cents.
Words

The undersigned further agrees to deliver the traffic signal equipment, if this base bid plus add alternate 1 is accepted, no later than JULY 21, 2020, based on award of the contract on or prior to January 21, 2020. Time is of the essence and will be a factor considered in determining the lowest and best responsible bidder.

ADD ALTERNATE 2 – FEDERAL STANDARD COLOR #25042 WITH METALLIC ADDITIVE

All poles, mast arms, and exposed surfaces (caps, bolt covers, handhole covers etc.) shall be coated with a coating as specified herein.

LUMP SUM ADD ALTERNATE 2 (Color #25042 with Metallic additive) \$ NO BID
Figures

NO BID Dollars and Cents.
Words

The undersigned further agrees to deliver the traffic signal equipment, if this base bid plus add alternate 2 is accepted, no later than _____, based on award of the contract on or prior to January 21, 2020. Time is of the essence and will be a factor considered in determining the lowest and best responsible bidder.

The contract will be awarded to the lowest and best responsible bidder(s). The City reserves the right to award the contract with the base bid, or with the base bid and either of the two add alternates.

Delivery of the traffic signal equipment will be to the Contractor that is awarded the contract for KDOT project 46 N-0661-01, Roe Boulevard from Johnson Drive to the County Line. For bidding purposes delivery should be considered FOB Roeland Park, KS. The City of Roeland Park will provide contact information for coordination with the Roe Boulevard Contractor after that contract is awarded in approximately May 2020. The undersigned understands that if awarded the bid, he/she shall contact Donnie Scharff at (913) 722-2600 to coordinate delivery prior to shipment.

It is understood that the City pays no Federal or State taxes and the net price quoted includes all transportation, dealer preparation, and handling charges. The City will pay promptly upon delivery and acceptance of the equipment included in this bid, and submittal of appropriate invoice.

Bids cannot be altered or changed after they have been received by the City and opened. The City of Roeland Park, Kansas reserves the right to reject any and all bids submitted.

A. The undersigned agrees that:

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

The provisions of this section shall not apply to a contract entered into by the undersigned:

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

- B. The undersigned further agrees that the undersigned shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-111 et seq.) and the applicable provision 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 to furnish any certification required by any federal, state or local governmental agency in connection therewith.

VARIANCES: (Please state variances if equipment differs from specifications.)

CLARIFICATION: OUR ADD ALT#1 PRICE IS FOR BASE BID PILES PLUS BLACK COATING PER SPECIFICATION

VARIANCE: UNION METAL HAS DECLINED TO QUOTE ADD ALT#2 AT THIS TIME; HOWEVER, WITH MORE DISCUSSION ON FINISH DETAILS, MAY CONSIDER PRICING THIS AT A LATER DATE WITH BETTER CLARIFICATION.

Signature of Bidder



Typed or Printed Name of Bidder

WILLIAM C DROESSLER

Title

PRESIDENT, SALES & MARKETING

Company Name

MID AMERICAN SIGNAL, INC.

Telephone Number

913 229 3034

Address

2429 S Mill St

City, State, Zip

KANSAS CITY KS 66103

Date

JAN 16, 2020

Item Number: New Business- VIII.-A.
Committee 2/17/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/17/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Parental Leave Policy**
Item Type: Other

Recommendation:

To review the draft Paid Parental Leave Policy developed in cooperation with the Admin Committee and City Staff.

Details:

Update from 2/3/20 Meeting:

The majority of the governing body elected to look at the policy considering six weeks of paid parental leave with an evaluation after one year of implementation. The Governing Body said it would like to see what other communities are doing. We checked with other Johnson County Communities and found that the cities of Lenexa, Mission, and Merriam have had councils that expressed interest in pursuing such a policy. However, only the City of Shawnee has approved such a policy. Kansas City, Missouri is the only local government in the metro that has a policy that provides for six weeks of fully paid leave for their employees. The City of Shawnee's policy provides for six weeks of paid parental leave for full-time mothers giving birth, and three weeks of paid leave for parents not giving birth (in the case of adoption, foster placement, male/female listed as the parent on an adoption certificate). It also provides a smaller provision for part-time staff. The policy is attached.

I've attached a summary developed by the National Partnership for Women and Families which includes 71 communities with paid parental leave policies. Of the 70 city policies that they have data available (one community was still developing their policy), 34% provide less than 6 weeks of paid leave for all employees, 46% provide 6 weeks, and 20% provide greater than 6 weeks. A total of 9% of communities provide 12 weeks for all employees. Several cities provide more leave for birth mothers than others, and cities within the same state tend to have similar policies.

Establishing a paid parental leave policy was a 2020 objective submitted by Council member Erin Thompson. The attached draft policy was developed by staff using the City of Saint Paul, Minnesota as a template and incorporating other sections to fit with the unique characteristics of Roeland Park's city workforce. The policy was reviewed by the Admin committee who made suggestions, which were incorporated and included in the attached draft policy. This policy would be incorporated into the Employee Handbook, which is attached. This section begins on page 22 of that document.

The key components of the paid parental leave policy include:

1. Employees are only eligible if they are full time and employed by the City for at least 12 months prior to taking paid parental leave.
2. Policy applies to new mothers, fathers and caretakers who are birthing, adopting or fostering a child.
3. Eligible employees will receive six continuous weeks of pay and this is in addition to, not replacement for any other leave for which an employee is eligible.
4. Employees can receive the benefit once per 12 month period and only once per child.
5. Eligible employees must also apply for short-term disability benefits as a condition of receiving leave. These benefits will offset and not be in addition to salary continuation as described in this policy. Short term disability is a benefit the City already pays for and provides 60% of an employee's salary up to \$500/week for mothers who give birth to a child. The benefit is six to twelve weeks depending on the type of birth.
6. Paid parental leave must be used within 12 weeks following the birth, foster placement or adoption of a child and must be taken first if paired with other types of paid time off.

Additionally, employees are expected to return to work for at least six weeks following the conclusion of their parental leave. All employees requesting such leave must complete a form requesting the use of leave which will state that they intend to return to work upon completion of the leave and if they fail to do so, any unused paid leave may be forfeited. The goal of this is to reduce misuse of the benefit. The policy also states that a fraudulent request for leave is grounds for dismissal.

Staff did an analysis of what the cost of such leave might be under a six and twelve week scenario using the 2019 staffing roster. At that time, there were 15 employees who were between the ages of 18 and 45 years of age which we classified as "most likely" to adopt, foster or give birth. The Police Department is the only department that would be guaranteed to back fill an employee on parental leave. Other departments would most likely use current staff to cover the shortfall. The analysis also considered the number of employees who had children or fostered in the prior three year period which averaged out to 8% of the workforce in a given year.

Considering this, and assuming a 16% annual utilization (doubling the average for the prior three years), under a twelve-week paid parental leave program the City could be expected to have an additional \$17,000 in salary expenses paid in the form of part-time and overtime. Under a six week paid leave program, that annual expense would be approximately \$8,500.

The Admin Committee discussed whether to propose six or twelve weeks paid leave. It was determined that due to Roeland Park's small staff size, 12 weeks may place too much of a burden on the existing workforce. For example, if two Public Works employees used the benefits at the same time, almost one third of their staff would be absent, putting a strain on the remaining employees. Keeping that to six weeks makes the shortfall more manageable. Additionally, six weeks is less stress on the budget. The policy can always be revisited after implementation and

the term increased at a future date after some analysis of how the program is operating.

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"/> Paid Parental Leave Request Form King County Example	Exhibit
<input type="checkbox"/> Comparative Community's Policies	Exhibit
<input type="checkbox"/> Paid Parental Leave Policy - updated 2.17.20	Cover Memo
<input type="checkbox"/> Shawnee's Parental Leave Policy	Exhibit

Leave Administration Form | Protected Leave Request Form



Department of Human Resources Leaves Administration Team

Instructions

Employees must submit this completed request form to their agency Human Resources professional at least 30 calendar days before leave begins (if the leave is foreseeable) or as soon as possible (if the leave is unforeseeable). **A medical certification form is required for each requested leave of absence and serious health condition and must be submitted within 15 calendar days of the request.**

Employee Name _____
Phone _____ Email _____
Home Address _____ City _____ State _____ Zip _____
Employee ID# _____ Supervisor Name _____ Work location _____
Name of spouse/domestic partner that works for King County (if applicable) _____

Indicate Covered Family Member and Expected Leave Schedule

☐ Self ☐ Other Name/relationship _____ Date of Event: _____

Leave Reason (do not provide medical details) _____

Leave Start Date _____ Anticipated return to work date _____

Briefly describe how leave will be taken (e.g., full-time for one week and then intermittent leave for two weeks, etc.)

Order of Paid Leave Accrual Use (indicate by inserting 1, 2, 3, 4, etc.)

Reason for Leave	Sick	Vacation	Unpaid	Other	Paid Parental Lv.
Employee's Health Condition	Must use first	____	____	____ (____)	NA
Bonding Leave (newborn, adoption, foster-to-adopt)	____	____	____	____ (____)	____
Family Member Health Condition	____	____	____	____ (____)	NA
<input type="checkbox"/> KCFML Only: I opt to reserve _____ hours (1-80) of my sick leave for later use (family member leave only)					

Employee acknowledgement of request – read carefully

The information I have provided is true, correct and complete. I understand that if I have falsified any information related to my Protected Family and Medical Leave Request, it may lead to disciplinary action up to and including discharge from employment. I understand that I am required to follow the usual and customary procedure for calling in. I will notify my supervisor and/or department human resources contact or designee if and when there are changes to the circumstances of my leave and provide updated medical certification as required. I understand that my supervisor or department human resources contact or designee may contact me during my leave period to verify my status and obtain updates as to my estimated date of return to work. I understand that for me to return to work from my own serious health condition, my health care provider may need to provide a release for return to full-time, part-time or transitional duty and that any release other than a full release must be reviewed and approved by my supervisor and/or department human resources contact or designee before I report to work. **I understand that if I do not return to work for at least six months of continuous service after my paid parental leave, I will be required to reimburse King County for the paid parental leave funds received.**

Employee signature _____ Date _____

Medical Certification form: ☐ Attached ☐ Not attached, but will be provided within seven calendar days on ☐ Documentation attached for baby/child bonding

Paid Family/Parental Leave Policies for Municipal Employees (*Not Exhaustive*)¹

Updated May 2018

California

San Francisco
Sacramento County

Colorado

Boulder County

District of Columbia

Washington, D.C.†

Florida

Doral
Miami Beach
St. Petersburg
Tampa
Wellington
West Palm Beach
Hillsborough County
Leon County
Miami-Dade County
Palm Beach County

Georgia

Atlanta
Clarkston
Fort Valley
Marietta
Warner Robins
Macon-Bibb County

Illinois

Chicago
Cook County

Indiana

Lake County*

Massachusetts

Boston
Cambridge

Michigan

Ferndale

Minnesota

Brooklyn Park
Minneapolis
Richfield
St. Louis Park
Saint Paul
Hennepin County

Missouri

Kansas City

Montana

Missoula
Missoula County

New Hampshire

Hopkinton

New Jersey

Hoboken*
Jersey City

New York

New York City

North Carolina

Cary
Chapel Hill
Charlotte
Durham
Greensboro†
Hillsborough
Morrisville
Rolesville
Durham County
Mecklenburg County†
Orange County
Wake County

Ohio

Cincinnati
Columbus†
Dayton
Newburgh Heights
Lucas County

Summit County

Oregon

Portland
Multnomah County

Pennsylvania

Philadelphia
Pittsburgh
Allegheny County

Tennessee

Nashville†

Texas

Austin
Lake Jackson
San Antonio

Utah

Salt Lake City
Salt Lake County

Virginia

Fairfax County

Washington

Seattle†
Shoreline†
Kings County

Wisconsin

Dane County

¹The policies summarized in this chart are those that have been reported or that the National Partnership is aware of as of May 2018. Some of the information contained herein is from secondary sources.

* Policy approved, but details not yet available.

† Policy includes coverage for family caregiving and/or military exigency purposes.

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
California					
San Francisco, Calif. (2003, amended 2015)	Birth, adoption, foster placement; employees unable to work due to pregnancy, childbirth, related condition	City employees who work 20+ hours/week and have completed either six months of continuous service or worked 1,040 hours in the previous year; parents and spouses or domestic partners	Leave to care for new child: 12 weeks Pregnancy/childbirth/related disability: Additional four weeks	Supplements state benefits up to full amount of employee's salary; funded from the city budget	Must be taken concurrently with FMLA leave; employee must first exhaust all accrued paid leave (but may retain 40 hours) or the compensation amount will be reduced by the amount of accrued paid leave the employee chooses to retain, less 40 hours
Sacramento County, Calif. (2010)	Birth, adoption	Full- and part-time county employees with at least one year of continuous service; parents	All purposes: 160 hours used within four months (prorated for part-time employees)	Full salary; funded from the county budget	Must be used before employee takes unpaid leave to care for a new child; counts toward employee's 12-week entitlement to medical leave for a serious health condition and/or family leave to care for a new child (not including pregnancy leave)
Colorado					
Boulder County, Co. (2016)	Birth, adoption, foster-to-adopt placement	Full-time employees who have successfully completed initial introductory period; parents, including adoptive foster-to-adopt parents and domestic partners ineligible to adopt and listed as a parent on the child's birth certificate	All purposes: Up to 160 hours (part-time employees will be paid a percentage of the maximum allowed based on time worked)	Regular pay; funded by the county	Must run concurrently with FMLA leave and Short Term Disability for eligible employees; vacation, holiday and medical leave continue to accrue during paid parental leave

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
District of Columbia					
Washington, D.C. (2014)[†]	Birth, adoption, foster placement, guardianship placement, permanent assumption of parental responsibilities for a child, care for family member with serious health condition	District government employees who are neither temporary nor working an intermittent schedule); parents, spouses, domestic partners and family members	All purposes: Eight weeks	Full salary; each agency absorbs the cost	Must be taken concurrently with FMLA and D.C. FMLA leave
Florida					
Doral, Fla. (2016)	Birth, adoption, foster placement	Full-time regular employees not covered by a collective bargaining agreement; been employed by the city for at least 12 months; have worked at least 1,250 hours during the 12 months preceding the leave; parents	All purposes: Four weeks	100 percent of straight-time, regular pay; funded by the city	Will run concurrently with FMLA leave; after paid parental leave or other short-term disability leave for employees giving birth is exhausted, the balance of FMLA leave (if applicable) will be compensated through the employee's accrued sick, vacation or personal time; once accrued leave is exhausted, any remaining leave will be unpaid; if a city holiday occurs during the period of paid parental leave, such day will be charged to holiday pay but will not extend the total paid parental leave entitlement;

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
					if the city offers administrative leave during the period of paid parental leave, that time will be recorded as paid parental leave and the entitlement will not be extended; an employee who takes paid parental leave that does not qualify for FMLA leave will still be afforded the same level of job protection available under the FMLA while on paid parental leave
Miami Beach, Fla. (2016)	Birth, adoption, foster placement, recovery from stillbirth	<p>Employees who have worked for the city for one continuous year; parents regardless of gender, same-sex couples</p> <p>Implementation for employees covered by collective bargaining agreements is contingent upon collective bargaining and union approval to the extent that union approval is necessary</p>	All purposes: Six weeks	100 percent of base wages for first two weeks, 75 percent of base wages for following two weeks, 50 percent of base wages for remaining two weeks; employee may use accrued leave to receive compensation up to 100 percent during weeks reimbursed at rates of 75 percent and 50 percent; funded by the city	Will run concurrently with FMLA leave and any other unpaid leave offered by the city for childbirth or adoption
St. Petersburg, Fla. (2015)	Birth, adoption, foster placement	Full-time city employees; parents	All purposes: Six weeks	Full pay of regular base salary; funded from the city budget	Must run concurrently with FMLA

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
Tampa, Fla. (2017)	Birth, adoption, foster placement	Employees who are assigned at least 40 of hours of work per week and who have worked for the city for at least one continuous year	Primary caregivers: Eight consecutive weeks Secondary caregivers: Two consecutive weeks	100 percent of pay; funded by the city	Will run concurrently with FMLA leave; sick and annual leave continue to accrue during the period of paid parental leave; if a holiday occurs during paid parental leave, the employee receives holiday pay
Wellington, Fla. (2016)	Birth, adoption, foster placement	Employees who have worked for the village for at least 12 consecutive months and have worked at least 1,250 hours during the 12 months preceding the leave; parents	All purposes: Six consecutive weeks	100 percent of base wages; funding not specified	Will run concurrently with FMLA leave; Short Term Disability (STD) must be used (as applicable) concurrently with paid parental leave, and paid parental leave will offset any pay not covered by STD
West Palm Beach, Fla. (2016)	Birth, adoption, foster placement	Full-time employees who have worked for the city at least 12 months and worked at least 1,250 hours during the 12 months preceding the leave; parents	All purposes: Six weeks	Base hourly rate of pay; funded by the city	Will run concurrently with FMLA leave
Hillsborough County, Fla. (2018)	Birth, adoption, foster placement	Employees who have at least one year of continuous service and either occupy a full-time position or are a benefits-eligible employee within the classified or unclassified service; parents	All purposes: 240 hours (pro-rated for employees in reduced-hour positions)	100 percent of regular, straight-time weekly pay; funded by the county	Will run concurrently with FMLA leave for employees who qualify for FMLA leave; annual and sick leave continue to accrue during the period of paid parental leave; if a holiday occurs during paid parental leave, the employee will receive holiday pay instead

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
					<p>of paid parental leave, but a holiday does not extend the duration of the leave.</p> <p>Employees who are eligible for short term disability (STD) or long term disability (LTD) benefits must apply for those benefits; if an employee receives STD benefits, the county will compensate the difference in benefit amount to ensure the employee receives a total of 100 percent of regular pay.</p>
Leon County, Fla. (2017)	Birth, adoption	Regular full-time and part-time employees who meet the hours and service eligibility requirements under the Family and Medical Leave Act (FMLA); an employee must have worked for the county for at least 12 months and worked at least 1,250 hours during the 12 month period preceding the leave; parents (incl. birth and adoption)	All purposes: Six continuous weeks following the qualifying event. If both employees work for the county, under FMLA there is a combined 12 week limit. Additionally, each employee is entitled to a six week paid parental leave period; the two six week periods cannot be shared between each spouse; however, spouses are permitted to stagger the start of their	For Week 1 and 2: 100 percent of base hourly rate of pay; For Week 3 and 4: 75 percent of base hourly rate of pay; For Week 5 and 6: 50 percent of base hourly rate of pay; funded by the city	Will run concurrently with FMLA leave; annual and sick leave continue to accrue during the period of paid parental leave; if a holiday occurs during paid parental leave, the employee will receive holiday pay instead of paid parental leave, but a holiday does not extend the duration of the leave

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
			continuous six week periods as long as the combined period does not extend past 12 weeks.		
Miami-Dade County, Fla. (2016)	Birth, adoption, foster placement, recovery from stillbirth, surrogacy	Employees who have worked for the city for at least one year; parents regardless of gender; same-sex couples Includes employees covered by collective bargaining agreements whose agreement explicitly provides for this benefit	All purposes: Six weeks	100 percent of base wages for first two weeks, 75 percent of base wages for following two weeks, 50 percent of base wages for remaining two weeks; employee may use accrued leave to receive compensation up to 100 percent during weeks reimbursed at rates of 75 percent and 50 percent; funded by the city	Will run concurrently with FMLA leave and any other unpaid leave offered by the city for childbirth or adoption
Palm Beach County, Fla. (2017)	Birth, adoption or foster placement	Full-time employees with at least one year of service; parents	All purposes: Six weeks	100 percent of base pay; funded by the city	Will run concurrently with FMLA leave; vacation and sick leave continue to accrue during period of paid parental leave
Georgia					
Atlanta, Ga. (2015)	Birth, adoption, foster placement	City employees; primary caregivers, domestic partners and spouses	Primary caregiver: Six weeks Non-primary caregiver who is a domestic partner or spouse: Two weeks	Full salary; funded from the city budget	Must run concurrently with FMLA leave

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
Clarkston, Ga. (2016)	Birth, adoption, foster placement, pregnancy, childbirth recovery	Employees who have worked for the city for at least six consecutive months preceding the leave; biological, adoptive, and foster parents, legal guardians, domestic partners, spouses	All purposes: Eight weeks	67 percent of then-prevailing salary; funded by the city	Will run concurrently with FMLA leave; annual leave and sick leave continue to accrue during the period of paid parental leave, but will only be credited upon return from paid parental leave
Fort Valley, Ga. (2017)	Birth, adoption	Employees of the city who have accrued at least six months of full-time service at the time leave is granted; parents (birth or adoption)	Parent who gives birth: Four weeks (or shift equivalent) Other purposes: One week (or shift equivalent)	Not specified; funded by the city	Will run concurrently with FMLA leave
Marietta, Ga. (2016)	Birth	Full-time employees who have worked for the city for at least one year; parents who have given birth	Parent who gives birth: Four weeks	Full salary, provided the employee has at least four weeks of FMLA remaining; funded by the city	Will run concurrently with FMLA leave; employees must have at least 21 hours of accruals used during a weekly pay period in order to continue accruing vacation and sick leave
Warner Robins, Ga. (2017)	Birth, adoption	Employees who have accrued at least one year of full-time service; biological and adoptive parents	Parent who gives birth: Four weeks (or shift equivalent) Other purposes: One week	Full salary; funded by the city	Will run concurrently with FMLA leave; annual and sick leave continue to accrue during period of paid parental leave
Macon-Bibb County, Ga. (2017)	Birth, adoption	Employees who have accrued at least one year of full-time service; biological and adoptive parents	Parent who gives birth: Four weeks Other purposes: One week	Not specified; funded by the city	Will run concurrently with FMLA leave

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
Illinois					
Chicago, Ill. (2011)	Birth, adoption, recovery from childbirth	Non-union city employees who are FMLA-eligible (have worked for the city for at least 12 months and for 1,250 hours in the previous year); parents and spouses or domestic partners	Parent who gives birth: Six weeks for employee who gives birth via C-section; Four weeks for vaginal birth Other purposes: Two weeks	Full salary; funded from the city budget	Must be taken concurrently with FMLA leave; can extend leave with other earned paid time off
Cook County, Ill. (2013)	Birth, adoption	Full-time, non-union county employees who are FMLA-eligible; parents and spouses of domestic/civil union partners	Parent who gives birth: Six weeks for employee who gives birth via C-section; Four weeks for vaginal birth Other purposes: Two weeks	Full salary; funded from the county budget	Must run concurrently with FMLA leave; may be combined with other accrued paid vacation, personal and/or sick time to achieve the maximum paid time off
Massachusetts					
Boston, Mass. (2015)	Birth, adoption, surrogacy, recovery from stillbirth	Exempt/non-union city employees with at least one year of service and employees covered by a collective bargaining agreement providing for this benefit; parents, spouses and domestic partners	All purposes: Six weeks	Full base wages for first two weeks; 75 percent for next two weeks; 50 percent for final two weeks; funded from the city budget	Must run concurrently with leaves under FMLA, Massachusetts Parental Leave Act and the city's unpaid leave due to childbirth or adoption; can receive full pay for final four weeks of leave by supplementing with vacation and sick time
Cambridge, Mass. (2015)	Birth, adoption, foster placement, surrogacy, stillbirth	Non-union employees in regular, benefitted positions who have worked for the city for at least three	All purposes: Eight weeks	Not specified; not specified	Must run concurrently with leaves under FMLA and Massachusetts Parental Leave Act; policy provides for up to 24 weeks of leave

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
		continuous months in a regular, non-union position budgeted to work at least 20 hours per week; union employees are covered only if specifically provided for in collective bargaining agreements; parents regardless of gender			with first eight weeks paid through paid parental leave policy; In addition, women who have given birth may use up to eight weeks of accumulated sick time immediately following birth; all new parents may use up to four weeks of accumulated sick time to bond with new child; employees can also use accrued vacation, personal, compensatory and/or administrative time; service credit, sick leave, vacation leave and personal time continue to accrue during paid portion of leave
Michigan					
Ferndale, Mich. (2016)	Birth, adoption	Permanent full-time employees who work at least 35 hours per week or permanent full-time employees on a leave of absence (incl. but not limited to extended sick leave) who ordinarily work 35+ hours per week; biological parents of a newborn and legal guardians of a newly adopted/placed minor child	All purposes: 12 weeks (six weeks of city paid parental leave, immediately followed by up to three weeks of employee's own accrued, vacation, sick and/or personal time, to be matched by the city for up to three weeks of additional paid parental leave)	Full salary; up to nine weeks – six initial weeks of city paid parental leave and three weeks of city matched parental leave – are funded from the city budget and up to three weeks are paid by the employee through banked time	Must run concurrently with FMLA leave; employee must exhaust banked leave being used for the up to three weeks of employee-paid leave matched by the city

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
Minnesota					
Brooklyn Park, Minn. (2014)	Birth, adoption	City employees who have worked an average of 20 hours/week for six consecutive months, excluding independent contractors or employees covered by a collective bargaining agreement; parents	All purposes: Two weeks	Full salary; funded from the city budget	One week (five consecutive days) is immediately available, and a second week may be taken immediately after the employee has used 12 weeks of FMLA or state parenting leave, which will also require the employee to use accumulated sick leave until 80 hours remain
Minneapolis, Minn. (2015)	Birth, adoption	Regular or seasonal full-time or regular part-time city employees who are eligible to accrue sick leave and have no disciplinary action in the previous two years for tardiness, absenteeism or the misuse of sick leave; parents, domestic partners and spouses	All purposes: 120 hours (three weeks) for regular or seasonal full-time employees 60 hours for regular part-time employees who work 20 hours per week 163.8 hours for sworn fire personnel working a 24-hour shift Prorated leave for eligible employees not described above	Wages and fringe benefits; funded by the city	Must run concurrently with FMLA, Minnesota Pregnancy and Parenting Leave and paid holiday leave; vacation and sick leave continue to accrue while employee is out on paid parental leave
Richfield, Minn. (2016)	Birth, adoption	Regular benefit-earning employees who have been employed by the city and are benefit earning for a minimum	All purposes: Ten consecutive working days (80 hours; prorated hours for	100 percent of regular base wage; funded by the city	Holidays count as regularly scheduled work days and are included in the 10 days; must run concurrently with FMLA leave, Minnesota

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
		of one continuous year (12 months); adoptive or biological parents regardless of gender; does not cover foster parents, surrogate mothers or sperm or egg donors	part-time employees)		Parental Leave and/or Short Term Disability (STD); other leave continues to accrue during paid parental leave
St. Louis Park, Minn. (2015)	Birth, adoption	Regular benefit-earning city employees who worked at least 20 hours/week for one continuous year; parents (excludes sperm or egg donors and surrogate mothers)	All purposes: 21 calendar days	Full regular base wage; funded by the city	For birthing parents, must run concurrently with short-term disability coverage and FMLA; ER benefit contribution and leave accrual continues during leave
Saint Paul, Minn. (2015)	Birth, adoption	Certified, provisional and appointed city employees who are FMLA-eligible; parents (excludes sperm donors and surrogate mothers)	Parent who gives birth: Four weeks Other purposes: Two weeks	Full certified normal rate of pay for full-time employees; part-time employees paid according to average hours worked in past 12 months; funded through the city's general fund, which largely comes from property taxes	Must be taken concurrently with FMLA leave; can extend leave with vacation and sick time
Hennepin County, Minn. (2015)	Birth, adoption	County employees, including those covered by collective bargaining agreements; parents, spouses and domestic partners	All purposes: 120 hours for full-time employees (prorated for part-time employees)	Full salary; funded by the county	Must be taken concurrently with FMLA leave; can use sick time and short-term disability before leave and vacation donation program after leave

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
Missouri					
Kansas City, Mo. (2016)	Birth, adoption	Regular and appointed city employees who have been employed by the city for at least 12 months and have worked a minimum of 1,250 hours in the 12 months prior to the leave; parents	<p>All purposes: Six weeks</p> <p>Parent who gives birth: Additional two weeks if medically necessary to recover from a C-section delivery and/or other birth complication</p>	Full base pay; city general fund	Must run concurrently with family and medical leave under the city's Family and Medical Leave Policy; does not reduce eligibility for other types of paid and unpaid leaves (sick leave, vacation, personal leave, holiday, short-term disability, etc.)
Montana					
Missoula, Mont. (2016)	Pregnancy, childbirth	Full- and part-time employees who have worked for the city for at least 90 days; individuals with physical limitations imposed by pregnancy or childbirth	Parent who gives birth: Six continuous weeks	Current hourly rate of pay; part-time employees' pay is prorated based on average weekly hours worked during six weeks before leave; funded by the city	Will run concurrently with FMLA leave; sick and vacation leave continue to accrue during period of pregnancy-related medical leave (PRML); if a holiday occurs during paid parental leave, the employee receives holiday pay in lieu of PRML pay, but a holiday does not extend the duration of PRML
Missoula County, Mont. (2016)	Birth, adoption	Regular or probationary status county employees who have been employed for at least 180 consecutive calendar days; parents and established domestic partners	All purposes: Six continuous weeks (based on average hours worked in six weeks preceding leave for part-time employees)	Full salary; funded by the county	Will count concurrently against family and medical leave for FMLA-eligible employees; employee must exhaust paid parental leave before using other paid or unpaid leave; holidays that occur during leave will be paid as such and not counted as leave

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
New Hampshire					
Hopkinton, N.H. (2015)	Birth, adoption	Full- and part-time city employees who work at least 20 hours/week, excluding call/per diem and temporary employees; parents, spouses and partners	Parent who gives birth: Six weeks for employee who gives birth via C-section or vaginal birth Other parents: Two weeks	Full base rate of pay for full-time employees; part-time employees paid according to regular weekly work schedule prior to leave; funded by the city	Must run concurrently with FMLA; vacation, personal time and sick time benefits will continue during parental leave
New Jersey					
Jersey City, N.J. (2018)	Birth, adoption	City employees who have one year of full-time service at the time of application for leave, are approved for parental leave under the FMLA and/or New Jersey Family Leave Act, and are approved for leave under the Family Leave Insurance provision of the New Jersey Temporary Disability Benefits Law; parents	Policies to be determined	City will supplement weekly wages provided to the employee through New Jersey Family Leave Insurance to bring the employee to full weekly wages; funded by the city	Policies to be determined
New York					
New York City, N.Y. (2015)	Birth, adoption, foster placement	Managerial and non-managerial city employees not represented by a union (original jurisdiction workers) in active status; parents	All purposes: 30 work days (pro-rated for part-time employees)	Full salary; funded from the city budget, to be completely offset by capping the accrual of annual leave for certain employees and eliminating a minor	Must run concurrently with FMLA leave; employee need not use accrued sick or annual leave and will continue to accrue such leave during the period of paid parental leave, but will only be credited with it

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
				scheduled wage increase for managers	upon employee's return from paid parental leave
North Carolina					
Cary, N.C. (2017)	Birth, adoption, foster or guardianship placement	Regular employees who have worked for the city for at least 12 months and are eligible for FMLA leave	All purposes: Six weeks	Regular salary; funded by the city	Not required to run concurrently with FMLA leave; other forms of leave continue to accrue during the period of paid parental leave
Chapel Hill, N.C. (2017)	Birth, adoption or foster placement	Regular full or part-time employees who have been in pay status for the prior 12 month period; parents (incl. birth parent, spouse, qualifying domestic partner, adoptive and foster parents; excl. those adopting a stepchild or partner's child)	All purposes: Six continuous weeks; must be taken immediately following the qualifying event. If both parents are employed by the town, each parent will receive six weeks of paid parental leave and must use it at the same time.	Full regular salary; funded by the city	Will run concurrently with FMLA leave; other forms of leave continue to accrue during the period of paid parental leave
Charlotte, N.C. (2017)	Birth, adoption, foster or guardianship placement	Employees who have completed a total of 12 months of employment (does not have to be concurrent) and 1,250 compensable hours during the 12-month period preceding leave; parents (incl. birth, adoptive, foster and legal guardian)	All purposes: Six weeks	Information not provided; funded by the city	Will run concurrently with FMLA leave

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
Durham, N.C. (2017)	Birth, adoption or guardianship placement	Non-probationary, full-time and temporary with benefits employees who have completed one year of service and who qualify under the Family and Medical Leave Act (FMLA); parents (incl. birth, adoptive or legal guardian; excl. adoption of a spouse's or certified dependent's children)	All purposes: Twelve consecutive weeks within 12 months of the qualifying event. If both parents are employed by the town and are FMLA-eligible they will be eligible for a combined total of 12 weeks of paid parental leave	Full salary; funded by the city	Will run concurrently with FMLA leave; vacation and sick leave continue to accrue during the period of paid parental leave
Greensboro, N.C. (2016)[†]	Birth; adoption, foster, <i>in loco parentis</i> or guardianship placement, or care of adult child incapable of self-care due to physical or mental disability	Benefit-eligible full- and part-time employees who have worked for the city for at least 12 months; parents (including biological parents, legal custodians, persons acting as a child's guardian regardless of legal status, aunts, uncles and grandparents); and spouses of any of the foregoing	All purposes: Six consecutive weeks	Full salary; funded by the city	Will run concurrently with FMLA leave; employee may exhaust all available Planned Leave Without Pay, Fair Labor Standards Act compensatory time, holiday leave, other compensatory time, annual leave or sick leave after Paid Parental Leave has been exhausted; annual leave and sick leave continue to accrue during the period of paid parental leave
Hillsborough, N.C. (2016)	Birth, adoption, foster, guardianship or <i>in loco parentis</i> placement	Regular full-time or part-time, benefit-eligible employees who qualify under the Family and Medical Leave Act (FMLA); parents (incl. birth,	All purposes: Six continuous weeks within 12 months of the qualifying event. If both parents are employed by the town and have one	Full salary; funded by the city	Will run concurrently with FMLA leave; vacation and sick leave continue to accrue during the period of paid parental leave

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
		adoptive, foster, legal guardian and those standing <i>in loco parentis</i> to a child)	qualifying event, each parent is eligible for the six weeks of paid parental leave, either consecutively or intermittently.		
Morrisville, N.C. (2017)	Birth, adoption, foster or guardianship placement	Regular, full-time employees who have worked for the town for at least 12 months and have worked at least 1,250 hours over the previous 12 months; parents and legal guardians	All purposes: Six weeks. If both parents and/or legal guardians work for the town, the combined maximum amount of paid parental leave is six weeks.	100 percent of regular, straight-time pay; funded by the city	Will run concurrently with FMLA leave; employees who are enrolled in a voluntary short-term disability benefit associated with childbirth may use paid parental leave during the waiting period and short-term disability for the qualifying medical period for recovery after childbirth, and may request to use any remaining paid parental leave at the conclusion of short-term disability leave; paid parental leave may be taken in weekly increments
Rolesville, N.C. (2017)	Birth, adoption, foster, guardianship or <i>in loco parentis</i> placement	Regular full-time or part-time employees who have worked for the town for at least 12 months and who qualify for family and medical leave; parents (incl. biological, adoptive, foster, legal guardian and those	All purposes: Six weeks within 12 months of the date of the qualifying event. If both parents are employed by the town and have one qualifying event, each parent is eligible for six weeks	Normal rate of pay; funded by the city	Will run concurrently with FMLA leave; other forms of leave continue to accrue during the period of paid parental leave

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
		standing <i>in loco parentis</i> to a child)	of paid parental leave, either consecutively or intermittently.		
Durham County, N.C. (2016)	Birth, adoption, foster or <i>in loco parentis</i> placement	County employees who accrue and use sick leave covered by the Personnel Ordinance and those pursuant to a Memorandum of Understanding; biological, adoptive, step-, and foster parents, and those standing <i>in loco parentis</i> to a child	All purposes: 12 weeks	Full pay; funded by the county	Will not run concurrently with FMLA leave; other forms of leave continue to accrue during the period of paid parental leave
Mecklenburg County, N.C. (2017)[†]	Birth, adoption or foster care placement or to care for a spouse, son, daughter or parent who has a serious health condition	<p>Full-time benefit-eligible employees who are qualified under the Family and Medical Leave Act (FMLA) and on approved FMLA leave for qualifying leave purposes</p> <p>Parental leave: Parents (incl. birth, adoption and foster)</p> <p>Family care leave: Employees providing care for a spouse, son, daughter or parent who has a serious health condition</p>	All purposes: Six continuous weeks within 12 months of the qualifying event. If both parents are employed by the county, each parent is eligible for the six weeks of paid leave.	100 percent of employee's salary; funded by the city	Will run concurrently with FMLA leave; other forms of leave continue to accrue during the period of paid parental or family leave

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
Orange County, N.C. (2017)	Birth, adoption, guardianship or foster care placement	Full-time and part-time benefit-eligible employees who qualify for family medical leave under the Family Medical Leave Act; parents (incl. birth, adoption, guardian and foster)	All purposes: Six consecutive weeks. If both parents are employed by the county, each parent is eligible for the six weeks of paid leave.	Information not provided; funded by the city	Will run concurrently with FMLA leave; vacation and sick leave continue to accrue during the period of paid parental leave
Wake County, N.C. (2016)	Birth, adoption, foster, <i>in loco parentis</i> or guardianship placement	Employees who have worked for the county for at least 12 months and qualify for FMLA leave; parents, legal guardians, individuals who permanently assume and discharge parental responsibilities (<i>in loco parentis</i>)	All purposes: Six weeks Medical complications or cesarean delivery: Additional two weeks	Not specified; funded by the city	Will run concurrently with FMLA leave; annual leave and sick leave continue to accrue during the period of paid parental leave; employees who have elected Short Term Disability (STD) may choose to use STD first before receiving paid parental leave Employees who are not eligible for FMLA leave may be approved for a leave of absence to use other paid leave or leave without pay
Ohio					
Cincinnati, Ohio (2016)	Birth, adoption	Permanent full-time employees working at least $\frac{3}{4}$ time ¹ ; parents	All purposes: Six weeks (two weeks during which employee may use paid sick or vacation time, followed by four weeks of paid parental leave)	70 percent of regular rate of pay after unpaid 14-day waiting period, pro-rated for fewer than 40 hours/week; funded by the city	Must run concurrently with FMLA leave; during 14-day waiting period, employee may use accumulated paid sick time, and if insufficient, accumulated vacation time and/or up to 80 hours (pro-rated for

¹ The ordinance states that permanent part-time employees are also covered, but the city's personnel policy only mentions coverage for employees working at least $\frac{3}{4}$ time.

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
					part-time employees) of future paid sick time; employee may receive full pay during parental leave period by supplementing accumulated sick or vacation time
Columbus, Ohio (2017)[†]	Birth, adoption, care for a family member with a serious health condition	<p>Employees who have worked for the city for at least 12 months, who have worked for at least 1,250 hours over the 12 months preceding the leave, and who have requested and received FMLA leave.</p> <p>Parental leave: Parents (incl. biological parent, adoptive parent, spouse or domestic partner of biological or adoptive parent, or legal guardian; must reside in the same household as the child); must not have taken paid parental leave in the preceding 12 months</p> <p>Caregiver leave: Employees providing care for a parent, spouse, son or daughter with a serious health</p>	<p>Parental leave: Up to a total of six weeks, including an initial two weeks of leave for which employee may use accrued leave time or take unpaid, followed by four weeks of paid parental leave</p> <p>Caregiver leave: Up to a total of four weeks, including an initial two weeks of leave for which employee may use accrued leave time or take unpaid, followed by two weeks of paid caregiver leave</p>	70 percent of current salary; employee may use accrued leave to supplement income up to 100 percent of current salary; funded by the city	Will run concurrently with FMLA leave; paid parental leave is in addition to, but runs concurrent with, any short-term disability benefit associated with childbirth; during leave, employee may not accrue additional leave or receive pay or credit for unworked holidays

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
		condition; must not have taken paid caregiver leave in the preceding 12 months			
Dayton, Ohio (2015)	Birth, adoption	Permanent full-time or part-time employees who work at least 35 hours per week; biological parents of newborn or legal guardians of newly adopted child residing in same household	All purposes: Six weeks (two weeks during which employee may use paid sick, personal or vacation time, followed by four weeks of paid parental leave)	70 percent of regular rate of pay after unpaid 14-day waiting period; funded from the city budget	Unpaid or partially paid parental leave counts toward FMLA entitlement if employee is not working; EE can receive full pay during 14-day waiting period and parental leave by supplementing sick, personal or vacation leave or compensatory time balance; since parental leave is designated as FMLA leave, employees need not exhaust accrued paid leave prior to going on unpaid leave
Newburgh Heights, Ohio (2016)	Birth, adoption	Full-time employees who have been employed by the village for at least one continuous year and are not elected officials; biological or adoptive parents, same-sex domestic partners	All purposes: Six months	100 percent of straight-time, regular pay; funded by the village	Will run concurrently with FMLA leave if employee is eligible; if an official holiday occurs during paid parental leave, the employee receives holiday pay in lieu of a paid parental leave day
Lucas County, Ohio (2017)	Birth, adoption	An employee who has completed 180 days of work for Lucas County; parents (including birth and adoptive parents and same-sex	All purposes: Twelve weeks (480 hours) during the first 12 weeks following birth or adoption. If both parents work	75 percent of straight-time, regular pay (based on full-time equivalency); employee may use	Will run concurrently with FMLA leave, if the employee meets eligibility requirements of the FMLA; if a holiday occurs during paid parental leave, the

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
		domestic partners of birth and adoptive parents)	for the county, each may receive up to 240 hours of paid parental leave.	accrued paid time off to supplement the remaining 25 percent; funded by the city	employee receives holiday pay in lieu of paid parental leave pay; paid parental leave may be taken on an intermittent or reduced schedule basis with supervisory approval
Summit County, Ohio (2016)	Birth, adoption, recovery from stillbirth or late-term miscarriage	Employees who have worked for the county for at least 12 months and have worked at least 1,250 hours during the 12 months preceding the leave; biological and adoptive parents that reside in the same residence as the child	Birth or adoption: Six consecutive weeks Stillbirth or death during third trimester of pregnancy: Three weeks	100 percent of straight-time, regular pay; funding not specified	Will run concurrently with FMLA leave; if a holiday occurs during paid parental leave, the employee receives holiday pay in lieu of a paid parental leave day, but a holiday does not extend the duration of paid parental leave; all other forms of paid leave continue to accrue during the period of paid parental leave
Oregon					
Portland, Ore. (2016)	Birth, adoption, foster placement	Regular, probationary, limited duration and temporary city employees in budgeted positions with 180 consecutive calendar days of employment; Bureau Directors and “at will” employees in elected official offices; parents	All purposes: Six weeks	Full salary; city general fund and non-general fund bureaus	Must run concurrently with FMLA and/or OFLA Leaves or parental leave under a collective bargaining agreement, and must be used during the approved FMLA and/or OFLA parental leave; must also be exhausted prior to use of sick leave, personal holidays, vacation leave, deferred holiday, management leave, compensatory time or unpaid leave during

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
					parental leave not covered under this policy
Multnomah County, Ore. (2015)	Birth (including post-pregnancy disability), adoption, foster placement	Regular, probationary and limited duration county employees with at least 180 days of employment; parents (including biological, adoptive, foster and step parents, legal guardians, and individuals standing in loco parentis), domestic partners and spouses	All purposes: 240 hours (six weeks) for full-time employees (prorated for part-time employees)	Regular pay rate, not including overtime; funded from the county budget	Must run concurrently with FMLA, Oregon Family Leave Act (OFLA) and/or contractual leaves; must be used during the approved FMLA and/or OFLA parental leave; must be used before other accrued leave (sick leave, vacation, compensatory time, saved holiday, etc.) or an unpaid leave of absence
Pennsylvania					
Philadelphia, Pa. (2014)	Birth, adoption, foster placement of children under 18	Non-civil service employees and/or non-represented employees with six months of service; parents and life partners	All purposes: Four weeks	Full salary; funded by the city	Must be taken concurrently with FMLA leave; can extend leave with other accrued time; birth mothers may also use up to eight weeks of accrued sick time immediately following the birth of a child
Pittsburgh, Pa. (2015)	Birth, adoption, foster placement	Non-union full-time city employees who have worked for at least 12 months and 1,250 hours in the previous year; parents	All purposes: Six weeks	Full base rate at 40 hours/week; funded by the city	Must be taken concurrently with FMLA leave; can extend leave with available benefitted time
Allegheny County, Pa. (2015)	Birth, adoption, foster placement	Non-union, permanent and full-time county employees who have worked for at least 12 months and at least 1,250 hours in the previous year; parents	All purposes: Six weeks	Full base rate at 40 hours/week; funded from the county budget	Does not need to be taken concurrently with FMLA leave; can extend leave with vacation time

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
		without regard to gender, marital status or sexual orientation			
Tennessee					
Nashville, Tenn. (2017)[†]	Birth or adoption placement or to care for a spouse, son, daughter or parent who has a serious health condition	<p>Full-time employees (32 hours per week or more) who have worked for the city for six continuous months</p> <p>Parental leave: Parents (incl. birth and adoption)</p> <p>Family care leave: Employees providing care for a spouse, son, daughter or parent who has a serious health condition</p>	All purposes: Thirty work days within 12 months of the qualifying event. For spouses who are both employed by the city, each spouse shall be entitled to 30 days of paid leave	Full salary; funded by the city	<p>Will run concurrently with FMLA leave if the employee is eligible for FMLA leave; other forms of leave continue to accrue during the period of paid parental leave</p> <p>The Tennessee Maternity Leave Act shall apply to paid family leave. An employee may begin childbirth or bonding leave by using paid family leave for 30 days and may follow such leave by using regular FMLA leave for a combined total not exceeding 12 weeks pursuant to the FMLA; the employee may then use an additional four weeks of paid or unpaid leave, provided they are determined eligible to take leave under the Tennessee Maternity Leave Act</p>
Texas					
Austin, Texas (2013)	Birth, adoption, foster placement	FMLA-eligible city employees in regularly budgeted positions (excludes city safety	All purposes: 240 hours (prorated based on budgeted workweek)	Full salary; funded from the city budget	Must be taken concurrently with FMLA leave; must exhaust vacation and sick time first

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
		workers, temporary employees and employees covered by a collective bargaining agreement or meet and confer agreement); parents without regard to marital status or sexual orientation			
Lake Jackson, Texas (2016)	Birth, adoption, foster placement	Employees who have worked for the city for at least 12 months and have worked at least 1,250 hours for the city in the 12 months preceding the leave; parents without regard to the marital status or sexual orientation of the parenting individual	Employees who are pregnant with a child: Six consecutive weeks (240 hours) All other employees who qualify for parental leave: Three consecutive weeks (120 hours)	Regular pay; funded by the city	Will run concurrently with FMLA leave
San Antonio, Texas (2016)	Birth, adoption, foster placement	Full-time civilian employees are eligible upon hire; does not apply to uniformed employees covered by a collective bargaining agreement or trainees attending the police or fire academies; birthing and non-birthing parents	All purposes: Six consecutive weeks	100 percent of compensation; funded by the city	Will run concurrently with FMLA leave; annual and personal leave continue to accrue; the employee receives holiday pay where eligible
Utah					
Salt Lake City, Utah (2017)	Birth, adoption, foster placement	All full-time employees	All purposes: Six weeks	100 percent of regular salary; funded by the city	Will run concurrently with FMLA leave; Short Term Disability (STD) must be

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
					used (as applicable) concurrently with paid parental leave; other forms of leave continue to accrue during the period of paid parental leave
Salt Lake County, Utah (2017)	Birth, adoption, recovery from pregnancy and childbirth	All employees who are approved for FMLA leave due to birth or adoption, including time-limited employees; parents	<p>Parental leave: Six consecutive weeks (prorated for employees who work less than 40 hours per week)</p> <p>Recovery from pregnancy and childbirth: Additional six consecutive weeks. Birth mothers are eligible for six weeks of recovery leave in the event of a stillbirth</p>	Not specified; funded by the city	Will run concurrently with FMLA leave; employees who qualify for short term disability may receive those payments while receiving paid parental leave
Virginia					
Fairfax County, Va. (2012)	Birth, adoption, foster placement	"Merit" employees (excludes part-time employees who work less than 20 hours/week and other limited-term employees), full time 24-hour shift fire protection employees; parents	All purposes: 80 hours for merit employees (prorated for part-time employees); 120 hours for full time 24-hour shift fire protection employees	Full salary; funded from the county budget	Must be taken concurrently with FMLA leave; however, if FMLA leave has been exhausted, paid parental leave can still be used

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
Washington					
Seattle, Wash. (2015, expanded 2017)†	Birth, adoption, foster placement, care for a family member with a serious health condition	<p>Full- or part-time city employees who have worked at least six months and temporary workers who: have been in interim and short-term assignments for 1,040 hours, are in term-limited assignments, or have been converted to a regular position;</p> <p>Parental leave: Parents (incl. biological, adoptive, foster and step parents, legal guardians and individuals standing in loco parentis)</p> <p>Family care leave: Employees providing care for a parent, spouse/domestic partner, son or daughter</p>	<p>Parental leave (birth, adoption or foster placement): Twelve weeks, including eight weeks of paid parental leave (prorated for part-time employees), after which the city will supplement the employee's accrued paid vacation and sick leave balances so that total available paid parental, vacation and sick leave is 12 weeks. One week of paid vacation and two weeks of sick leave are set aside.</p> <p>Family care leave: Four weeks. Employee must reduce paid sick leave to two weeks and paid vacation leave to one week prior to taking paid family care leave.</p>	Full straight-time rate of pay; funded by the city	<p>Parental leave: Can be used in addition to available unpaid city family medical leave (may run concurrently for library employees, however)</p> <p>Family care leave: Runs concurrently with employee's family medical leave entitlement</p>
Shoreline, Wash. (2017)†	Birth, adoption, foster placement,	Regular employees who have worked for the	All purposes: Up to a total of 12 weeks of	Full salary; regular part-time employees	Will run concurrently with FMLA leave, state family

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
	care for a family member with a serious health condition, military exigency (as defined by the FMLA), employee's own serious health condition, qualifying event under the Victims of Domestic Violence policy	city continuously for at least 12 months and for 1,250 hours over the previous 12 months, and who lack enough accrued leave to pay for a leave of absence of up to 12 weeks while maintaining a balance of two weeks Parental leave: Parents (incl. biological, adoptive and foster parents) Family care leave: Employees providing care for a parent, spouse/domestic partner, son or daughter	supplemental paid leave, when combined with employee's accrued leave (vacation, sick leave, personal holiday, compensatory time and management leave) while maintaining two weeks of accrued leave. Parental leave: If both parents work for the city, the total supplemental paid leave available to them is 12 weeks and the city may grant leave to only one parent at a time.	will receive the benefit on a pro-rate basis relative to their normal work week; funded by the city	and medical leave and city family and medical leave; vacation and sick leave continue to accrue during period of supplemental paid family leave; supplemental paid leave is limited to a maximum of 12 weeks per year; supplemental paid leave may be taken on an intermittent or part-time basis if certain conditions are met
King County, Wash. (pilot) (2016)	Birth, adoption, foster-to-adopt placement	County employees with at least six months of continuous service that are either non-represented or represented by a union that has signed a paid parental leave memorandum of agreement; parents	All purposes: 12 weeks, may be used on a part-time basis	Full base pay; funded from county agencies' budgets	Must run concurrently with county, state and federal FMLA; employee must reserve one week of accrued vacation and one week of accrued sick leave, and may use any unreserved accrued paid leave in combination with paid leave under this policy to reach 12 weeks, but is not so required

Location (appx. effective date)	Purpose	Covered Workers	Max. Leave Duration	Benefit Amount and Funding Source	Interaction with Other Forms of Leave
Wisconsin					
Dane County, Wis. (2016)	Birth, adoption	County employees who are entitled to accrue leave balances and have a qualifying event, not including limited term employees; parents	All purposes: 240 hours (prorated for part-time employees), may be used intermittently. If both parents are county employees, each employee receives a paid parental leave benefit	Full regular pay; funded by the county	Must run concurrently with FMLA leave if an employee is eligible for FMLA; non-salary fringe benefits continue to accrue while an employee is on paid parental leave; if a county holiday occurs while the employee is on paid parental leave, the employee will receive holiday pay and the holiday does not count against approved paid parental leave



City of Roeland Park
Employee Handbook
Adopted 05/20/2019
Effective 05/21/2019



The City of Roeland Park, Kansas

R.I.C.T.E.R. Scale

- **Respect:** We show consideration for all persons with whom we have contact; both our customers and fellow employees.
- **Integrity:** We have the courage to consistently do what is right and fair.
- **Creativity:** We find better ways to do things. We are innovative in achieving excellence.
- **Team Work:** We support and encourage others as we work toward a common goal.
- **Excellence:** We strive to exceed expectations for the results we produce, the quality of our services and the interactions with our customers.
- **Responsibilities:** We embrace the opportunity to do the right thing in carrying out commitments and obligations.

Management Team Leadership Philosophy

We believe that the employees are the most valuable assets. We are an organization of diverse individuals with integrity who trust each other to make right decisions. We value all staff and recognize that improvements derive from the people providing the services. We work together to produce excellent results. To this end we foster an environment that maximizes talent, skills and creativity.

Employee Mission Statement

Staff members work with elected leaders and citizens to make our community the best it can be.

Realizing the balance between diverse interests and desires, we, as employees, pledge to provide outstanding services for the residents and customers of the community every time.

We are an organization committed to provide the necessary support and opportunities for each staff member to honor this pledge.

City of Roeland Park
Employee Handbook



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A. GENERAL GUIDELINES

1. Policies Established-

The following policies, guidelines and other provisions for personnel administration in the City of Roeland Park are established to:

- a) Promote and increase the efficiency and effectiveness of City service;
- b) Develop a program of recruitment and advancement which will make City service attractive as an employment opportunity; and
- c) Establish and maintain a uniform plan of performance evaluation and compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.

2. City Employment and Personnel Policies-

The policies in this Employee Handbook are not intended to cover every situation or question that might arise during the course of your employment, but rather, serve as general information and guidelines to provide a framework for day-to-day practices. While this Employee Handbook describes certain policies, procedures and benefits, it is subject to change from time to time, with or without notice to employees, and at the sole discretion of the City.

This Employee Handbook supersedes any and all past handbooks, policies, procedures, understandings and standards, written or verbal, express or implied.

3. At-Will Employment-

This Employee Handbook does not create express or implied contractual employment rights to continued employment or employment benefits. Employment at the City is at will, which means that either the employee or employer may terminate the employment at any time, for any reason not prohibited by law, with or without notice. All employees are considered to be at-will employees for the purposes of City employment, and no supervisor or other management personnel has the authority to change, either orally or in writing, the at-will status of any employee or create an employment contract. Only the Governing Body has the authority to create an employment contract and such contract must be in writing.

4. Application of Policies-

The policies and guidelines in this Employee Handbook shall apply to all employees in the service of the City except elected and appointed officials.

5. Departmental Guidelines-

The head of any City department may formulate, in writing, reasonable guidelines for the conduct of the operations of his or her department, such as those relating to safety or operational procedures, which shall be available to all departmental employees. Such department guidelines shall not be less stringent than, in violation of, or in conflict with this Employee Handbook. When

a conflict exists between this Employee Handbook and guidelines set by a department, the Employee Handbook shall govern.

6. Amendment of Policies-

These policies may be amended from time-to-time in the same manner as they were adopted. Any such amendment shall become effective upon adoption by the Governing Body. The most recent version of this policy can be located online or by contacting the City Clerk.

B. WORKPLACE GUIDELINES

1. Equal Opportunity Statement-

It shall be the policy of the City to provide fair and equal employment opportunity to all qualified applicants and employees, and not discriminate on the basis of race, color, sex, disability, religion, age, national origin, military and/or veteran status, citizenship status, genetic information or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to all terms and conditions of employment, including but not limited to: recruitment, hiring, placement, promotion, transfer, demotion, layoff, termination, training, recruitment, advertising, compensation, benefits, employee activities, all other terms and conditions, and general treatment during employment. In most cases, vacant positions shall be advertised, except those that fall under the internal promotion policy and those exempted by the Governing Body on an emergency basis.

The City Administrator has overall responsibility for this policy and maintains any required reporting and monitoring procedures. Employees' questions or concerns should be referred to the City Administrator.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the City Administrator. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy may lead to discipline, up to and including discharge.

2. Non-Discrimination and Anti-Harassment Policy-

The City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the City expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

- a) The City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the City expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

Sexual harassment constitutes discrimination and is illegal under federal and Employer laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such 174 conduct is made either explicitly or implicitly a term or condition of an individual's employment; ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; repeated requests for social engagement or interactions when prior social invitations have been refused or when the employee has otherwise indicated such invitations are unwelcome; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

b) Other Prohibited Harassment

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, national origin, religion, age, disability, creed, marital status, ancestry, sexual orientation or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

c) Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the City (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work related setting outside the workplace, such as during business trips, business meetings and business-related social events.

d) Retaliation is Prohibited

The City prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, may be subject to disciplinary action up to and including discharge.

e) Complaint Procedure

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, federal and state discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

The Employer strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should file their complaints with their immediate supervisor or the City Administrator before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the City Administrator.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the City strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The City will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged Conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the City believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the Governing Body.

Individuals who have questions or concerns about these policies should talk with the City Administrator.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the City prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

f) Policy Relating to Persons with Disabilities

It is the City's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the City will provide reasonable accommodations to a qualified individual with a disability, as defined under applicable law, who has made the City aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the City.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the City Administrator. The City encourages individuals with disabilities to come forward and request reasonable accommodation.

On receipt of an accommodation request, the City Administrator and your supervisor, if other than the City Administrator, will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations.

The City will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the City's overall financial resources and organization, and the accommodation's impact on the operation of the City, including its impact on the ability of other employees to perform their duties and on the City's ability to conduct business.

The City will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision to the Governing Body by submitting a written request within ten business days of the decision explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The law does not require the City to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the City Administrator, or, if necessary, the Mayor. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

3. Drug, Alcohol and Controlled Substance Abuse Policy-

a) General Rules

- i. The Alcohol and Controlled Substance Abuse Policy applies to all City Employees.
- ii. The Federal Department of Transportation (DOT) and various other Federal Programs specifically require additional prohibitions, notices, testing and training for employees involved with the operations of mass transit, aviation and commercial motor vehicles. Each agency of the DOT issues regulations specific to their industry. The City Administrator or designee is responsible for developing and implementing procedures for compliance with such regulations and shall issue copies of the procedures to covered employees as appendices of this Employee Handbook. In the event of any conflict between rules and regulations, the stricter rule or regulation shall govern.
- iii. The City has an obligation to its employees to take reasonable steps to ensure a drug-free and safe place to work. The City also has an obligation to the citizens of Roeland Park and the public at large to provide quality and safe services through a policy and program prohibiting alcohol, illegal drugs, and controlled substances in the workplace.
- iv. The City prohibits the unlawful manufacture, distribution, dispensing, possession or use of alcohol/intoxicants, illegal drugs, and illegal controlled substances in the workplace. Any employee who violates this policy may be subject to disciplinary action including termination.
- v. The Mayor, City Council and City Administrator of the City affirm the City's policy that, as a condition of employment, all employees will abide by the policy for a drug-free workplace and adhere to the following prohibitions:
- vi. No employee shall report to work under the influence of alcohol/intoxicants, illegal drugs, or illegal controlled substances.
- vii. Employees shall not unlawfully manufacture, distribute, dispense, possess, or use illegal drugs or controlled substances in any manner (1) on City premises or in City vehicles at any time, whether or not performing City business, or (2) while performing City business at any location. An employee convicted of violating any criminal drug statute on or off City property may be subject to disciplinary action, including termination. This section does not apply to any employee performing law enforcement responsibilities.

- viii. Employees shall not use City property or their position with the City in any way to make or traffic alcohol/intoxicants, illegal drugs, or illegal controlled substances for their own purposes.
- ix. Employees shall not engage in any other illegal use, possession, or trafficking of alcohol/intoxicants, illegal drugs, or controlled substances in a manner which is detrimental to the interest of the City.

b) Notice of Conviction-

Any employee convicted of a criminal drug statute violation occurring in the workplace will notify the City Administrator of such conviction no later than five days after conviction.

c) Notice of Legal Drugs or Medications-

Employees taking medication must inform his or her supervisor if they believe they will be impaired or need a reasonable accommodation. Employees shall not commence or continue work if they are uncertain whether they can perform their duties safely.

d) City's Right to Search-

When the City has reason to believe an employee is violating any aspect of this policy, the City may ask the employee to submit immediately to a search of any locker, lunch box, briefcase, purse, wallet, personal belongings, desk, vehicles, or other receptacle the employee uses or has access to. Entry on City premises constitutes consent to searches and inspections. Refusal to consent to a search or inspection when requested by the City constitutes insubordination and is a violation of City policy which may result in disciplinary action, including termination.

e) City's Right to Test-

- i. An individual may not be hired to perform a safety sensitive function unless the individual passes a drug test of urine for evidence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.
- ii. All new hires and re-hires of full-time, part-time, or temporary/ seasonal employees may be required to take urine or other medical test, so long as directly related to the employee's ability to perform his or her job responsibilities, and to agree in writing to allow the results of those tests to be furnished to and used by the City.
- iii. Those persons who do not pass such test(s) shall not be employed.
- iv. An employee performing a safety sensitive function who is reasonably suspected of using alcohol or a prohibited drug, may be required to take a drug or alcohol test(s) or both. A supervisor's reasonable suspicion must be based on specific contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the employee. Alcohol testing

may also be performed at any time prior, during or following an employee's work shift.

- v. An employee who performs a safety-sensitive function that either contributed to an accident, or cannot be completely discounted as a contributing factor to an accident, may be required to take a drug test(s).
- vi. Employees who perform safety sensitive functions are subject to drug testing on an unannounced and random basis.
- vii. Except as otherwise required by law, all information from an employee's drug or alcohol test shall be treated as confidential. All information related to the drug or alcohol test of an employee will be maintained in his restricted file. Anyone disclosing drug test results, in violation of this policy, will be subject to disciplinary action. Drug and alcohol testing is not genetic testing and no genetic testing will be performed on any blood, urine, or other samples provided for drug and/or alcohol testing.

f) Disciplinary Action for Violation of the Policy-

Any employee who violates any aspect of this policy, including refusal to submit to any of the above described searches, inspections, or testing when requested by the City, may be subject to disciplinary action up to and including discharge. Failure to provide adequate breath or urine may constitute a refusal to test if a medical evaluation determines there is no medical condition preventing the employee from providing the sample. When the City has reason to believe the employee is violating this policy, the employee may be suspended immediately pending investigation.

g) Response to Questions about the Policy-

The City Administrator has been designated as the person responsible to answer questions about the alcohol and drug testing program.

4. Nepotism-

In order to avoid favoritism or the appearance of favoritism based on family relationships, no one shall be employed in a department where the supervisor or department head is a member of their immediate family. "Immediate family" is defined to include only an employee's:

- a) Parents or stepparents;
- b) Spouse or children;
- c) Sister or brother;
- d) Grandparents or grandchildren;
- e) Mother or father-in-law; or
- f) Brothers or sisters-in-law.

In addition to the above, no person shall usually be employed in a position in any department if that person is a member of the immediate family of another employee within that department. However, members of immediate families may be employed within the same department if one or more family members are employed only as a part-time, temporary or seasonal employee for not to exceed six months in any 12 consecutive month period.

If two employees within the same department marry or otherwise obtain a relationship whereby they become members of each other's immediate family, one of the employees shall usually be transferred to another department, if possible, without loss of pay or other benefits. However, in most cases, the establishment of such a relationship alone shall not be the basis for termination of employment.

5. Employment Eligibility-

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

On your first day of work, new employees must complete Section 1 of the Federal Form I-9 and, within three business days of commencement of employment, you must show acceptable documentation, pursuant to those listed in the Form I-9, proving that you are eligible to work in the United States. This is required by federal law.

6. Political Activity-

It is the right of every employee to register and vote on all political issues. Employees are permitted to join political organizations, civic associations or groups and become involved in political activities subject to the following restrictions:

- a) As private citizens, employees may participate in all political activities, including holding public office, except for activities involving the election of candidates for any City office and where holding an appointive or elective public office is incompatible with the employee's City employment.
- b) City employees are not prohibited from supporting candidates for office or from contributing labor to candidates and organizations that endorse candidates. Employees are not permitted to be candidates for City elective office in Roeland Park.
- c) Political activity must not interfere with job attendance or performance. Employees are not permitted to solicit or handle political contributions in City elections. They are not permitted to wear or display political badges, buttons or signs on their person or on City property during on-duty hours.
- d) No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for any candidate for elective office, or otherwise compel, or attempt to compel, any employee to support a candidate for elective office or to engage in any political activity.

The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in, the City's service on the basis of their political affiliations or activities.

7. Residency-

Residency requirements, if any, are determined by the Governing Body.

8. Outside Employment-

Full-time City employees shall not be employed in outside employment without the approval of his or her department head and the City Administrator. This applies to any significant form of non-City employment activity, whether part-time, temporary or permanent, for which the employee receives money, goods, services or other forms of compensation. An employee wishing to hold an outside job shall apply the City Administrator. The employee, when interested in securing outside employment, must furnish the City, by filing with the City Administrator, a full disclosure of the outside employment including the employer's name and address, the nature of work to be performed and the approximate hours per week that the employee will engage in outside employment. Outside employment by a full-time employee shall only be permitted when such outside employment:

- a) Is considered secondary to service with the City;
- b) Does not interfere with the performance of duties for the City; and
- c) No legal, financial or ethical conflict of interest results from such dual employment.

Approval to perform continuous outside employment must be renewed and re-authorized annually by the department head and City Administrator.

9. Gift Restriction –

There will be a general prohibition against gifts, services or things of value to City staff with the following exceptions: (A) An occasional non-pecuniary gift, service or thing of value, insignificant in value (\$50.00 or less); (B) An award publicly presented in recognition of public services.

C. COMPENSATION AND PAY PRACTICES

1. Position classification-

Position classification is a system of identifying and describing different kinds of work in the organization. In most cases, each City position shall, on the basis of the duties, responsibilities, skills, experience, education and training required of the position, be allocated to an appropriate class, which may include either a single position or two or more positions.

2. Pay Range Plan-

The Governing Body shall adopt a pay plan, with minimum and maximum amounts of pay for each class of positions. The pay ranges assigned to each class of positions shall be periodically reviewed and revised by the Governing Body.

3. Maintenance of the Classification Plan-

It shall be the duty of each department head to report to the City Administrator any and all organization changes which will significantly alter or affect changes in existing positions or proposed positions. The Governing Body shall approve all new or revised job descriptions and pay ranges for such positions.

4. Categories of Employment-

Full-Time Employee-

One employed to regularly work at least 40 hours per work week who was not hired on a short-term or temporary basis. The work week is any consecutive seven-day period, except as otherwise provided in Section E-1.

Part-Time Employee-

One employed to regularly work less than 40 hours per work week on a regular and continuing basis.

Seasonal or Temporary Employee-

One employed to work on a regular and/or recurring basis during a specific season or portion of a year.

Volunteer-

Is a non-paid individual in the position he or she holds. When acting as a volunteer an individual is not an employee regardless of other City employment.

5. Pay Periods and Paydays-

The City shall pay all employees on a bi-weekly basis, every other week, for work performed for the previous two-week period. Should the regular payday fall on a City holiday, pay shall be distributed on the working day immediately preceding that day.

6. Hours of Work-

The work week is a period of seven consecutive days beginning at the nearest shift change on Sunday (or 12:01 a.m. on Sunday) and ending at the nearest shift change on the following Saturday (or 12:00 midnight on the following Saturday).

General Employees-

The normal work period for general employees, which includes all employees other than police officers, is 80 hours.

Police Officers-

The normal work period for full-time police officers shall average 80 hours.

Normal Work Hours-

No employee shall be permitted to work in excess of their normal work period except when so directed by the employee's department head. Work in excess of 40 hours per week for non-law enforcement employees, without prior written permission, constitutes insubordination which may result in discipline, up to and including termination.

Employees should see their supervisor for information regarding their meal break.

7. Employment Classification-

Positions are classified according to the responsibilities of the job, the number of hours worked each week and length of service. Employees may be eligible for different benefits and governed by different regulations dependent upon their job classification. The following definitions have been established in order to standardize terminology purposes of federal and state wage and hour laws:

- a) Exempt-
Employees whose positions are exempt from the Fair Labor Standards Act and do not receive overtime pay and/or compensatory time. Exempt employees are paid on a salary basis and generally receive the same weekly salary regardless of hours worked, subject to certain, limited and legally permitted deductions.
- b) Non-Exempt-
Non-Exempt Employees are employees who are paid on an hourly basis and who are subject to overtime/compensatory pay and minimum wage provisions of the Fair Labor Standards Act (FLSA). Non-exempt employees will be paid overtime at the rate of one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in a work week, unless otherwise specified by state law.

You will be informed of your classifications upon hire and informed of any subsequent changes to your classification.

8. Overtime Work-

- a) Compensation for authorized overtime work shall be paid at the rate of one and one-half times the employee's regular rate of pay for all hours worked over 40 per work week for non-emergency service employees.
- b) A work period for police and firefighters has been established under the Fair Labor Standards Act. Full-time police officers shall be eligible to receive overtime compensation only for work hours in a work period which exceed 80 hours per 14-day work period.
- c) Overtime compensation shall usually be paid not later than the first payday following the work week in which it was earned. However, at the discretion of the department head, an employee may be given compensatory time off in lieu of cash payments for the overtime worked. Any compensatory time off shall be at the rate of one and one-half times the hours of overtime worked and is accruable up to 80 hours (53.3 actual hours worked) for all employees.
- d) All overtime work must have prior authorization by the employee's department head. At the time of authorization, the department head shall advise the employee whether the overtime compensation shall be in the form of additional wages or compensatory time off. The department head shall maintain records of any overtime worked.

- e) For purposes of calculating overtime, hours worked include holiday, scheduled vacation (defined as vacation scheduled at least two (2) weeks prior to the first day of vacation leave) and actual hours worked.

9. Call Back Time-

- a) A Department Head may call an employee in to work on a regular day off or may call an employee back to work after a regular work schedule.
- b) All employees who are eligible to receive overtime, and who are called in to work on a regular day off or are called back to work after a regular work schedule shall be paid at the appropriate rate of pay for the hours worked, except such employee shall be paid a minimum of two hours at their overtime rate. The employee may choose to add these hours as compensatory time off.
- c) The minimum of two hours shall not apply if the employee was called in or called back during the two hour period immediately prior to the beginning of the employee's next regularly scheduled work shift. Pay for call back begins at the time the employee reports for duty.

10. Pay Plan-

The salary of each employee of the City, except those appointed officers whose salary is specifically set by ordinance, shall usually be set, at least annually, at an amount within the pay range of the position class the employee is assigned as determined by the Governing Body, with the advice of the City Administrator.

Employees working on a part-time basis shall receive that portion of the salary assigned to their position to be determined by the actual time they work. The hourly wage for persons employed on a monthly salary basis is computed as follows: Monthly wage times 12 divided by (hours worked per week times 52) equals wage per hour for full-time employees.

11. Pay Increases-

- a) In most cases, pay increases shall not be automatic and such increases are subject to approval by the City Administrator.
- b) Annual cost-of-living pay increases may be given as approved by the Governing Body. Subject to the approval of the City Administrator, a department head may award a pay increase to an employee based on an annual performance evaluation submitted by the employee's immediate supervisor.
- c) Annual longevity pay may be given at the discretion of the Governing Body.
- d) Annual bonuses may be given at the discretion of the Governing Body.

D. PERFORMANCE MANAGEMENT

1. Performance Evaluations-

An evaluation of the performance of each full-time and part-time employee based on his or her duties and responsibilities shall usually be prepared by the employee's immediate supervisor at least annually.

2. Qualifications of Employment-

Applications for any open position with the City shall usually be accepted from applicants who meet the stated minimum qualifications established for that position, subject to the following conditions:

- a) Each applicant shall complete a job application form.
- b) A medical examination or other testing, including drug testing, may be required only after an offer of employment has been made contingent upon the applicant passing the drug test, provided that, such exams or testing are required of all such applicants who are offered employment in similar positions or position classifications.

3. Promotion-

All employees seeking promotion shall usually be expected to meet the minimum qualifications for the position to which they seek promotion.

A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made contingent upon the applicant passing the drug test, provided that, such exams or testing are required of all such employees who are offered promotions in similar positions or position classifications.

E. TIME OFF POLICIES

1. Holidays-

The following will be the fixed holidays:

1. New Year's Day - always January 1. When January 1 falls on a Saturday, then Friday, December 31 of the previous year is observed. When January 1 falls on a Sunday, then Monday January 2 is observed.
2. Martin Luther King, Jr. Day – always the third Monday in January
3. Memorial Day Monday – always the last Monday in May

4. Independence Day– always July 4. When July 4 falls on a Saturday, then Friday, July 3 is observed. When July 4 falls on a Sunday, then Monday, July 5 is observed.
5. Labor Day Monday – always the first Monday in September
6. Veterans' Day – always November 11. When November 11 falls on a Saturday, then Friday, November 10 is observed. When November 11 falls on a Sunday, then Monday, November 12 is observed.
7. Thanksgiving Day – always the fourth Thursday in November
8. Day after Thanksgiving – always the Friday immediately following the fourth Thursday in November.
9. Christmas Day – always December 25. When December 25 falls on a Saturday, then Friday, December 24 is observed. When December 25 falls on a Sunday, then Monday, December 26 is observed.

And in some years:

10. When December 25 falls on a Tuesday then, Monday, December 24 is observed as a holiday. When December 25 falls on a Thursday, then Friday, December 26 is observed as a holiday.
 - a) Employees required to work on a City observed holiday usually receive 8 hours holiday pay or an alternative day off.

To be eligible to receive pay for a City holiday, an employee must not have been absent without approved leave either on the workday before or the workday after the holiday.

2. Vacation Leave-

Vacation leave shall be earned beginning with the date of employment under the conditions hereinafter stated. An employee who works fewer than 12 days in any month shall not accrue vacation credit for such month of service; provided that this restriction of 12 days shall not apply where the employee has worked fewer than 12 days due to authorized paid leave. No employee shall be permitted to use vacation time for any period spent on unauthorized leave.

a) Full-Time Employees-

Full-time employees are entitled to paid vacation leave time according to the following schedule, provided no paid vacation leave time may be taken during the first six months of employment.

Years of Continuous Employment	0-4	5-9	10-15	15+
Hours Earned Per Month	8	10.67	12	16
Equivalent Work Days	12	16	18	24
Maximum Hours Accumulation	240	240	240	240

Maximum Hours for One Time Leave	80	120	120	120
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Employees on Medical leave are not subject to the maximum hours for one time leave.

Training Period-

Employees-in-training during their initial employment shall be credited with vacation leave for each month of employment but shall not be permitted to use any vacation credit prior to the completion of their training period. Training employees terminated during the training period shall be paid for any accrued vacation leave.

Scheduling-

The dates for the taking of vacation leave shall be scheduled in consultation with the employee's supervisor and department head.

Holiday During Vacation-

City holidays which occur during the taking of an employee's authorized vacation leave will not be counted as a day of vacation.

b) **Minimum Hours-**

Exempt employees may use vacation leave in full day increments and non-exempt employees may use vacation leave in half-hour increments, subject to the approval of their supervisor.

c) **Termination –**

Upon termination, an employee shall be compensated for all earned but unused vacation leave at their final rate of pay, subject to the maximum hours of accumulation authorized in the schedule with the exception outlined in the separation of service section.

3. Sick Leave-

Full-time employees who are employed to work at least 40 hours or more per work period, shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents, or other physical incapacity, occurring either on or off the job. Sick leave with pay may also be used for absences resulting from illness, injuries, accidents, or other physical incapacity of the employee's spouse, child, or parent. A spouse is defined as a husband or wife as defined by the state of residence of the employee, as well as domestic partner. A child is a son or daughter, in addition to a biological child, adopted, foster or step-child. The definition of son or daughter also includes a legal ward or child of someone standing in loco parentis. A qualifying daughter or son must be under the age of 18, unless the daughter or son has a physical or mental disability that makes self-care impossible. In such cases, there is no age limit. A parent is defined as a biological, foster, adoptive or step-parent, or any person who served in loco parentis (served as a parent) to an employee. It does not include a parent-in-law.

No employee shall be permitted to use sick leave for any period spent on unauthorized leave. Full-time employees are entitled to sick leave with pay for physical examinations and dental work if they have provided at least one day's notice to their immediate supervisor.

a) **Amount of Sick Leave-**

Full-time employees shall earn eight hours of sick leave for each full month of service.

Part-time employees who are employed to work not less than 40 hours per work week shall receive four hours of sick leave for each month of employment.

b) Accumulation of Sick Leave-

An employee hired prior to March 1, 2013, may accrue no more than 960 hours of sick leave. An employee hired after March 1, 2013, may accrue no more than 480 hours of sick leave.

c) Computing Sick Leave-

Any absence for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than one hour.

d) Doctor's Certificate-

For sick leave in excess of three consecutive work days, a department head may require a signed statement from a health care provider verifying the employee's inability to perform his or her assigned duties because of illness and/or his or her ability to return to work.

e) Notification-

To be eligible for paid sick leave, an employee, or his or her representative, shall notify his or her immediate supervisor and give the reason for the absence no later than two hours after the beginning of the first work day for which sick leave is taken, or as soon as practical under the circumstances.

f) Termination of Employment-

An employee shall not be paid for any unused sick leave upon termination of his or her employment with the City with the exception outlined in the separation of service section.

4. ~~Pregnancy Paid Parental Leave-~~

~~An employee may claim leave for pregnancy in the same manner as provided for sick leave; provided, however, that the employee may elect to utilize any accrued vacation leave if, and to the extent, such leave is available. An employee may also take leave without pay in the same manner as any other employee on leave without pay status.~~

The Paid Parental Leave Policy will apply to eligible employees due to the birth of an employee's child or the placement within an employee's home of an adopted or foster child. The policy is in effect for childbirth, foster placements or adoptions occurring on or after the effective date of this policy.

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a) Purpose

To establish uniform guidelines for how paid parental leave policy will work for all eligible employees, establishing eligibility criteria, and terms of leave for which someone can received paid benefits. The goal of the policy is to give parents additional flexibility and time to bond with their new child, adjust to their new family situation and balance their work obligations. The City of Roeland Park prides itself on being a flexible, family friendly workplace and this

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policy, adopted as part of the 2020 Budget Objectives, is another step toward giving our employees the additional flexibility they need when adding a new family member. These policies will help the City of Roeland Park attract and retain quality employees, as well as work toward increasing diversity.

b) Policy

1. Eligibility

- i. Paid parental leave is available to full-time regular and appointed employees who have worked for the City of Roeland Park for at least twelve (12) months, at least 2,080 hours.
- ii. Surrogate mothers and sperm donors are excluded from coverage under this policy.
- iii. The adoption of a child by a new spouse is excluded from this policy.
- iv. Respite placement, or when one foster family temporarily cares for the foster children of another family, is not eligible for paid parental leave under this policy.
- v. The child being fostered or adopted must be age 17 or younger.

2. Term of leave – Eligible employees will receive six continuous weeks of pay. Paid parental leave is in addition to, and not a replacement for, any other leave for which an employee is eligible.

3. Employees can utilize paid parental leave only once in a twelve-month period and only once per child.

4. Paid leave will be based on the employee's certified normal rate of pay.

5. Eligible employees must apply for short-term disability benefits as a condition of receiving the salary continuation as addressed under this policy. Short-term disability benefits will offset, and not be in addition to, the salary continuation provided under this policy. Short-term disability benefits are provided to mothers who give birth to a child and provides 60% of the employee's salary with a maximum of \$500/week. These benefits provide six (6) weeks for vaginal births and twelve (12) weeks for a caesarian birth.

6. Employees receiving paid parental leave are expected to return to work for at least six (6) weeks following the conclusion of their paid parental leave. If the employee fails to return to work, they will be required to reimburse the City for the paid parental leave funds received from the City, excluding any short-term disability pay received. By accepting the paid parental leave, the employee agrees to these terms.

7. Vacation and sick leave benefits will continue to accrue during the period of paid parental leave. The City will continue to pay its share of the cost of an eligible employee's group health insurance during a paid parental leave. The employee's share of premiums and benefits will continue to be deducted as usual.

8. Paid parental leave must be used within twelve (12) weeks following the birth, foster placement or adoption of a child. If paid parental leave is paired with other forms of paid leave, such as sick, vacation and holiday, the paid parental leave shall be administered first followed by other forms of paid time off. Paid parental leave will not reduce eligibility for other types of paid and unpaid leaves such as

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sick leave, vacation, personal leave, and holidays.

If a holiday observed by the City of Roeland Park occurs during the eligible employee's paid parental leave, the eligible employee will receive holiday pay in lieu of a paid parental day. Use of holiday pay during a paid parental leave will not extend the length of the leave.

Multiple births or adoptions (birth or adoption of twins, for example) does not increase the length of paid parental leave granted for that event. If both parents are eligible employees, each will be able to use the appropriate provisions of this policy.

c) Procedures

1. An eligible employee must submit a completed Leave Request form requesting the Paid Parental Leave at least thirty days (30) prior to the anticipated date of the leave. To the extent that 30-day notice is not possible, a leave request should be made as soon as possible. The form will also indicate the employee's statement that they will return to work for at least six weeks following the conclusion of their paid parental leave.
2. For those eligible for short-term disability, the appropriate form will need to be completed by your healthcare provider.
3. An eligible employee will be required to furnish appropriate adoption or foster placement documentation, such as a letter from an adoption agency or state, or from the attorney in cases of private adoptions.
4. A fraudulent request for Paid Parental Leave is grounds for dismissal.

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5. Funeral Leave-

In the case of death of a member of an employee's immediate family (to include only the spouse, children, mother, father, brother, sister, grandparents or same by marriage of the employee or employee's spouse), full-time employees may request funeral leave not to exceed three consecutive working days. If an employee needs additional time off to attend to details of the funeral, it may be arranged with their supervisor. Leave in excess of three days may be charged against any unused sick or vacation leave, unless the employee elects to take leave without pay. Employees should notify their department head as far in advance as possible regarding a need for leave.

6. Family and Medical Leave-

If ever required by federal law, the City will administer leave that qualifies for Family and Medical Leave Act (FMLA) protection in accordance with federal law. This policy is intended for guidance and shall not be interpreted to expand the City's responsibilities beyond the requirements of the law. For employees who are not eligible for FMLA leave, including employees who have exhausted available FMLA-protected leave (if available under the law), requests for leave shall proceed according to the City's established policies. Any questions regarding available Family and Medical Leave should be directed to the City Clerk.

7. Injury Leave-

- a) All injuries occurring on the job shall be reported immediately to the employee's immediate supervisor.
- b) Any employee injured on the job shall usually be eligible to receive injury leave with pay during the seven-day waiting period for workers' compensation claims.
- c) When an employee receives compensation under the Workers' Compensation Act, the pay he or she receives from the City, while an employee of the City, shall be the difference between his or her regular rate of pay and the amount he or she receives from workers' compensation and shall be charged against sick leave.

8. Military Leave-

- a) Employees will be granted leaves of absence for military service, training or other obligations in compliance with Uniformed Services Employment and Reemployment Rights Act requirements and related federal and state military leave laws. Any employee so engaged in military or other uniformed services shall not be denied employment, reemployment, retention, promotion, or any benefit of employment on the basis of their active uniformed service. The City will not discriminate in employment against, or take any adverse employment action against, any person because he/she exercised these rights.
- b) As with other leaves, employees must provide advance notice to his/her supervisor of the intent to take military leave as well as appropriate documentation, as far in advance as possible, unless giving such notice is impossible, unreasonable or precluded by military necessity.
- c) Pursuant with the Uniformed Services Employment and Reemployment Rights Act (USERRA), employees are provided with broad protection in terms of their reemployment upon completion of military service, as well as specific time frames in which employees must return to work upon completion of service. Employees returning from military leave will (with limited exceptions) be returned to their position in accordance with current law then pertaining.
- d) Employees will not continue to receive pay during a military leave unless required by law. However, an employee may request to use earned but unused vacation time and sick time during military leave. Benefit coverage will continue for 30 days, provided employees pay their normal portion of the premiums.

9. Civil Leave-

a) Civil Leave With Pay-

An employee shall be given necessary time off with pay:

- i. When performing jury duty;
- ii. When appearing in court as a witness in answer to a subpoena or as an expert witness when acting in an official capacity in connection with the City;
- iii. When performing emergency civilian duty in connection with national defense; or

- iv. For the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled hours of work.

However, an employee shall reimburse the City for juror or witness fees received while on civil leave.

b) Civil Leave Without Pay-

If an employee is involved in a personal lawsuit either as plaintiff or as defendant in an action not related to his or her duties with the City, the employee may take leave without pay unless he or she elects to utilize any accumulated vacation leave.

10. Other Leave-

a) Educational Leave-

An employee, upon written request, may be granted leave without pay for a period up to one year to further his or her education or seek specialized training, upon recommendation of the employee's department head and approval by the City Administrator and Governing Body. An employee may request leave with pay for a class related to their current work on a case by case basis which will need to be approved by his or her department head and the City Administrator.

b) Leave of Absence-

An employee, upon written request, and with the recommendation of his or her department head, may be granted a leave of absence without pay for a period of up to six months, subject to the approval of the Governing Body.

c) Compensatory Time-

Compensatory time off that is accrued by a non-exempt employee for overtime worked shall be taken within 13 pay periods following the pay period in which it was earned.

d) Request for Leave-

Except for sick leave, all leave must be authorized by the employee's department head prior to leave time being taken.

e) Credits for Paid Leave-

An employee, while on paid sick leave, vacation leave or other leave with pay, shall continue to earn credit for sick leave and vacation leave, but no leave credit shall be earned by any employee while on leave without pay.

F. OTHER EMPLOYEE BENEFITS

1. Health Care Program-

- a) All full-time employees shall be eligible for the City's group health care insurance program beginning on the first day of the month following the initial date of employment. A part-time employee who becomes a full-time employee shall be eligible for group health care insurance as of the date of change in employment status.

- b) When an individual employee is required to contribute because of participation in the City's group health care program the amount of such contribution shall be a payroll deduction.
- c) All costs for health care insurance shall be paid by the employee during any period the employee:
 - i. Is on a leave without pay (excluding Family and Medical Leave Act provisions);
 - ii. Is on suspension without pay;
 - iii. Is on unauthorized leave; or
 - iv. Is participating in any unlawful work stoppage.
- d) No employee shall be entitled to a cash payment in lieu of health care insurance coverage.
- e) Each employee should refer to the specific plan document, benefit booklet, or policy provided for each benefit to determine eligibility. A benefit plan document always supersedes all other information provided about a benefit. Summary Plan Descriptions (SPDs) can be found in City Clerk's Office and employees should see the City Clerk to request a copy.

The City reserves the right to amend or terminate benefits at any time.

2. Retirement - OASDI Benefits-

All eligible employees of the City are under the federal OASDI social security system, and receive the benefits thereof in accordance with federal laws and guidelines. The cost of this benefit is paid equally by the City and the employee, with the employee contribution subject to payroll deduction.

3. Retirement - KPERS/KP&F Benefits-

All eligible employees of the City are members of the Kansas Public Employees Retirement System (KPERS) and/or Kansas Police & Firefighter Retirement System (KP&F) and receive the benefits thereof in accordance with state laws and guidelines. Under current law, KPERS members contribute six percent of salary, by payroll deduction. The employer's share is determined by KPERS, and varies annually.

4. Workers' Compensation Benefits-

All employees of the City receive the benefits of the Kansas Workers' Compensation Act, in accordance with such laws and guidelines. The cost of this benefit is paid entirely by the employer.

5. KPERS/KP&F Death and Disability Benefits-

All employees who are contributing members of KPERS/KP&F are eligible for the insured death and disability benefits provided by KPERS/KP&F, which is supplemental to the regular KPERS/KP&F benefits. The cost of this benefit is paid entirely by the employer. This insured death and disability benefit begins on the first day of employment, whether or not the employee is a contributing member of KPERS/KP&F.

6. Unemployment Compensation-

All employees receive the benefits of the Kansas Employment Security (unemployment compensation) Act, in accordance with such laws and guidelines. The cost of this benefit is paid entirely by the employer.

7. Life Insurance-

In addition to the death benefits provided under OASDI, KPERS and KP&F, the City makes available to each employee the option of purchasing group life insurance, administered by KPERS/KP&F, on a payroll deduction basis. The cost of this additional life insurance is paid by the employee and varies with the options selected by the employee.

8. Deferred Compensation-

All City employees may participate in any deferred compensation plan offered by the City, for which they are eligible.

G. AUTHORITY TO DISCIPLINE

Department heads and/or the City Administrator shall have the authority and the responsibility to discipline employees for violations of the City's personnel policies and any departmental guidelines.

1. General Policy-

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the City organization is for the most part "self" discipline. It is the duty of employees to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the City and the department in which they work. Each employee is expected to be self-disciplined and to work hard at being the best at what he or she does and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline or is not successful in meeting the requirements of their job, it may be necessary for his or her department head or supervisor to consider disciplinary actions to correct the problem.

It is not possible to list every possible instance in which an employee may be subject to discipline, up to and including termination. However, the following list (which is not all-inclusive) provides instances in which an employee may be subject to discipline, up to and including termination:

- a) The employee violates the provisions contained in this Employee Handbook, or any other written guidelines or procedures applicable to the department in which the employee works;
- b) The employee's conduct reflects discredit to the City or hinders the effectiveness or efficiency of City operations; and/or

- c) The employee has performed an act of misconduct, or has failed to perform an act which results in misconduct.

2. Disciplinary Actions-

The following types of disciplinary actions are possible:

- a) Verbal Warning-
A verbal warning is an oral reprimand given to an employee by his or her supervisor or department head. A record of the warning shall be recorded in the employee's file.
- b) Reprimand-
A reprimand is a written censure to an employee by his or her supervisor or department head, a copy of which shall be recorded in the employee's file.
- c) Probation-
Probation is a trial period of a specific length of time during which an employee is required to fulfill a set of conditions, to improve work performance, or to improve on the employee's job behavior. Failure to meet the probationary requirements may result in additional disciplinary actions.
- d) Salary Reduction-
A salary reduction is the lowering of an employee's rate of pay within the pay range to which the employee's position is assigned.
- e) Demotion-
A demotion is the placement of an employee into a position of a lower pay range.
- f) Suspension-
A suspension is the removal of an employee from service, with or without pay, for a specific period of time.
- g) Termination-
Termination is the removal of an employee from City employment.

There is no requirement that the discipline of an employee involve all, or any, of the above-referenced actions. For instance, if warranted, an employee may be suspended or terminated without a verbal warning in certain circumstances.

3. Procedure for Disciplinary Action-

Whenever the misconduct of an employee occurs—that of which in the judgment of the employee's supervisor or department head justifies the application of disciplinary action other than a verbal warning—the supervisor or department head might, in appropriate circumstances:

- a) Document the misconduct in writing;
- b) Determine the appropriate disciplinary action to correct the problem;

- c) Meet with the employee to review the problem and the proposed disciplinary action. The meeting should be private and include only the employee, supervisor, department head or other persons requested to be present by the department head;
- d) Give the employee an opportunity to refute the facts or argue against the proposed disciplinary action. The employee may submit comments in writing to be attached to the record of the disciplinary action;
- e) Make a final decision as to the disciplinary action; and/or
- f) Notify the employee of the disciplinary action in writing, except for verbal warnings. A copy of the documentation of misconduct and a note as to the form of disciplinary action taken shall be provided to the City Clerk for insertion in the employee's personnel file.

The procedure noted above is discretionary and may or may not be utilized given the particular circumstances.

4. Misconduct Subject to Disciplinary Action-

The following is a list of misconduct which may subject an employee to disciplinary action, up to and including termination of employment. The list is not exclusive; it is only representative of the types of misconduct which may subject an employee to disciplinary action. This list is provided for general guidance to employees and does not alter the at-will nature of an employee's employment relationship with the City.

- a) Conviction of a violation of any state or federal criminal law.
- b) Conviction of a violation of any City law.
- c) Failure to follow prescribed City or departmental safety policies and procedures, including failure to notify his or her supervisor of unsafe working conditions and negligent or willful creation of unsafe conditions in the workplace.
- d) Violation of personnel policies and guidelines or departmental policies and guidelines.
- e) Inattention to duty, carelessness, breakage or loss of public property or funds or willful or negligent damage to public property or waste of public supplies or equipment.
- f) Incompetency or inefficiency in the performance of the duties of his or her position or failure to render satisfactory service.
- g) Insubordination or other breach of discipline.
- h) Discourteous or disruptive conduct or other offensive behavior in public, to the public or to employees and officers of the City.
- i) Abuse of leave, excessive absenteeism or tardiness or absence without leave.
- j) Temporarily leaving the workplace without the approval of his or her supervisor.
- k) Failure to give proper notice of absence.

- l) Sleeping on the job.
- m) Use of alcohol or drugs, off the job, to the extent that the employee's job performance or effectiveness as a City employee is impaired.
- n) Inducing or attempting to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful or official order or regulation.
- o) Unauthorized possession of firearms or other weapons on the job.
- p) Taking or using any funds or property of the City for personal use or for sale or gift to others or the making of any false claim against the City.
- q) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a supervisor or department head or knowingly making a false statement to any employee or officer of the City.
- r) Claiming leave time under false pretenses or falsifying attendance records for oneself or another employee.
- s) Possession or use of alcohol or drugs, except where prescribed by a physician, after being afforded the opportunity to seek professional attention, or use of alcohol or drugs, except where prescribed by a physician, while on duty. Sale of or offering for sale or giving away alcohol or drugs while on duty or at the workplace.
- t) Illegal harassment of any kind, including sexual harassment.
- u) Disclosing confidential records or information unless directed to do so by his or her department head or supervisor.
- v) Revocation or suspension of a certification or license, including a driver's license, when such is required as a condition of City employment.
- w) Material falsification of application for City employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of personnel administration.
- x) Giving or attempting to give any monetary consideration or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- y) Taking or offering to take from any person for the employee's personal use any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing of service or value intended to encourage the employee to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or service of value through his or her position in the service of the City.

In an appropriate case, an employee may be suspended, with or without pay, pending an investigation and review of the matter.

H. SAFETY

1. General Safety-

All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to City and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action.

2. Smoking Policy-

Smoking shall not be permitted in any enclosed City facility. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, cafeterias, employee lounges, stairs, restrooms, vehicles and all other enclosed facilities. This policy applies to all officers and employees of the City, contractors, and visitors. Smoking shall be permitted only at a reasonable distance of ten (10) feet outside entrances, operable windows and ventilation systems of enclosed areas where smoking is prohibited, so as to ensure that tobacco smoke does not enter those areas.

No Smoking signs shall be posted in all City facilities.

Those employees who smoke and would like to take this opportunity to quit are invited to call the free Kansas Tobacco Quitline (1-800-QUIT-NOW) for telephone cessation counseling and support.

3. Conceal Carry of Firearms-

Employees and officials, who are not otherwise prohibited by state or federal law, may carry a concealed handgun, consistent with the Kansas Personal and Family Protection Act, as amended, into City buildings, where the carrying of a concealed handgun is allowed under the provisions of state law.

- a) Any employee carrying a concealed handgun within a City building pursuant to the provisions of state law must keep said handgun completely concealed, in a proper holster or similar product, with all safety features in place.
- b) Storage of Concealed/Carry Firearms: It is the sole responsibility of the employee to maintain control of his/her concealed firearm and ammunition by ensuring that such firearm is on his or her person and attended to at all times.
- c) Employees are also permitted while on City owned property to store a firearm within their own vehicle provided that such storage is outside of plain view from the exterior of the vehicle and that the vehicle is locked when the employee is not in the vehicle.

- d) Other than certified law enforcement officers, it is outside of the course and scope of employment for any City employee or contractor to brandish, intentionally display, use, discharge, point or threaten any person with the use of a weapon in the workplace or in the exercise of his or her duties.
- e) An employee's failure to maintain a firearm in a concealed manner or locked as described herein could result in discipline, up to and including termination.
- f) In the event that a City employee or official discharges a firearm while on duty, the Roeland Park Police Department shall investigate the discharge and file a report of investigation with the City Administrator. Based on such report, the City Administrator, or designee, will determine whether it constitutes grounds for disciplinary action, up to and including termination. The discharge of a firearm while on duty may also result in criminal charges.

Subject to other policies and procedures of the City of Roeland Park and Kansas law, law enforcement officers are the only individuals authorized to use deadly force while acting for and on behalf of the City of Roeland Park. Employees who are not authorized to use deadly force do not have the immunities and are not entitled to the same indemnity afforded law enforcement and other employees authorized to carry firearms within the scope of their employment. The City will not provide for, reimburse, or pay attorney fees or other costs in defense of any employee who uses deadly force if the use of deadly force is not a function of said employee's job.

4. Uniform Policy-

The purpose of this policy is to establish a policy concerning the proper wearing of City apparel for non-public safety employees and to identify those items that are "safety equipment" and not uniforms. Items will be replaced, as needed, based on budgetary considerations. Each employee, upon being hired shall be issued the following uniform items:

- a) Public Works Department
 - i. Five shirts with City logo.
 - ii. Three heavy sweatshirts with City logo.
 - iii. One winter jacket with City logo.
 - iv. One pair of coveralls with City logo.
 - v. \$150 to be paid each year (at the beginning of the year) through payroll for the purchase of work pants.
- b) Administrative
 - i. Five shirts with City logo.
 - ii. Two sweatshirts with City logo.
- c) Code Enforcement
 - i. Five shirts with City logo.

- ii. Two heavy sweatshirts with City logo.
- iii. One winter jacket with City logo.
- iv. One Khaki pants.

5. Specifics-

- a) Uniforms (excluding work pants) will be purchased only three times per year (usually March, June and September).
- b) All uniforms (excluding work pants) are the property of the City and must be exchanged when receiving new items or returned when leaving employment with the City.
- c) Uniforms now in the possession of City employees must be exchanged prior to receiving new uniforms.
- d) It is assumed that employees who wear uniforms while not on duty do so to bring credit to the City and will not engage in conduct that is disgraceful or an embarrassment to the City.
- e) All new uniforms, with a City logo, shall be approved by the City Administrator.
- f) It shall be the responsibility of the employee to wash, clean and maintain any City uniforms.
- g) Appropriate non-uniform clothing may be worn when attending training, schools, meetings, luncheons, workshops, etc.
- h) The employee is responsible for any loss or damage of City uniforms due to neglect.
- i) The City Administrator may authorize exceptions to the Uniform Policy.

6. Non-Uniform Safety Items-

The following items are considered Safety Equipment and shall be provided to necessary employees. These will be replaced as needed due to normal wear and tear or when damaged. The old items shall be returned prior to issuing new items.

- a) One pair of steel toed (ANSI approved) boots (Paid by City up to \$160.00).
- b) One pair of leather gloves.
- c) One pair of safety glasses.
- d) One pair of full eye goggles.

I. TRAVEL POLICY

The City pays business-related travel expenses of its elected officials, employees and other with the approval of the department head and City Administrator, as long as the departmental travel seminar and education line-item budget would not be exceeded.

- a) Approved Travel-

- i. Any function of the League of Kansas Municipalities if held within the State of Kansas.
 - ii. Any function of the Mid-America Regional Council (MARC) if held within the member counties of MARC.
 - iii. Any function of the Northeast Johnson County Chamber of Commerce.
- b) Reimbursement Rates-
- i. Travel by personal car at the IRS-approved rate. In-state mileage shall be calculated by the City Administrator using the shortest distance method, plus five (5) miles per each day, or part thereof, that the person is engaged in City business. Out-of-state travel will be at actual odometer readings.
 - ii. Other transportation, lodging and miscellaneous expenses at actual cost upon the submission of proper vouchers/receipts.
- c) Meals-
- i. At actual cost upon the submission of proper vouchers/receipts for expenses not associated with travel requiring an overnight trip.
 - ii. For travel requiring an overnight trip, the following per-diem (no receipts necessary) shall apply, or pro-rata based on the following:
- | In State | | Out of State | |
|-----------|---------|--------------|---------|
| Breakfast | \$5.00 | Breakfast | \$10.00 |
| Lunch | \$10.00 | Lunch | \$20.00 |
| Dinner | \$15.00 | Dinner | \$30.00 |
- iii. Banquets, lunches and other meals included in the registration fee or prepaid with the conference will be deducted from the per diem rate.

Individuals who are pre-registered for any event and not able to attend should make every effort to find another City official to go in their place.

J. EMPLOYMENT RECORDS

1. Personnel Records-

- a) Information contained in an employee's personnel file is highly confidential and is maintained by the City Clerk. The City Clerk shall keep adequate records of all persons employed, their pay scale, time worked, accrued vacation and sick leave, all absences for vacation, sick or other leave, accrued overtime, and all other records directed to be made and maintained under these policies and guidelines or under applicable state or federal law. All employee files remain the property of the City and contain only items that have direct bearing on the employee/employer relationship. This includes any documents that relate to the employee's recruitment, selection and retention; the employee's job responsibilities and his/her ability to perform those duties; and the employee's present or future ability to perform work assignments.

- b) Employee files will be maintained by the City Clerk and must remain in the Administration Department at all times. Only authorized individuals have access to the information in these records.
- c) Managers should provide, to the City Administrator for review and approval, written notification of any corrective action or changes in the status for his or her employees. The City Clerk will maintain a record of all changes in the employees' personnel files.
- d) Current employees may request to review their personnel file. An employee's personnel file shall be available during office hours for inspection by that employee upon reasonable notice. Such request should be submitted to the City Clerk.

2. Access to Employee Files and Verification of Employee Records-

Information contained in an employee's personnel file is highly confidential and will be released only to authorized individuals within the City, upon receipt of a court ordered subpoena or to individuals with written authorization from the current employee. It is the City's policy to provide only limited information regarding a former employee in response to requests for references.

This policy shall be applied in accordance with the requirements of federal and state laws.

3. Release of Employee Files-

When an outside party requests information about a current or former employee, only the City Administrator or City Clerk is authorized to respond. Reference requests should be referred to the City Administrator or City Clerk.

All telephone or written inquiries for employment references must be referred to the City Administrator or appropriate manager. The City Administrator or City Clerk will release only the employee's dates of employment and job title; salary may only be verified in writing.

K. TECHNOLOGY AND ELECTRONIC COMMUNICATIONS

The purpose of this policy is to establish guidelines for use of the City's computer, communication, and related systems to ensure that this equipment is used in a manner consistent with its intended purpose and the mission of the City and to discourage or eliminate inappropriate use of the equipment.

1. Definitions-

- a) Technology Equipment-
Includes all computers and related hardware and software, voicemail, electronic mail, internet access, internet e-mail, phone systems, network systems, voice and data communications, printers, copy and fax machines, video cassette recorders, cameras, pagers, radios, and electronic equipment in general which is owned by the City, licensed to the City, or otherwise provided for use by the City through the use of public funds.

- b) Management Staff-
Department heads, their designees, or other City staff in supervisory positions.
- c) Network-
Any City owned or operated computer, telephone, or electronic system.

2. General Computing and Network Policy-

- a) Violations to this Policy are subject to disciplinary action, including termination.
- b) All users of the City's technology equipment must adhere to City, state, federal, and international laws governing the use of such equipment. All users of the City's technology equipment should strive to use such equipment in an efficient and effective manner consistent with the City's mission, and must avoid unethical, unauthorized, or any other use of such equipment in a manner inconsistent with good stewardship of public resources.
- c) Any provision or provisions of this policy may be waived only for unusual circumstances, and only with the concurrence of an individual's supervisor and the City Administrator or his/her designated representative.
- d) Users of the City's network services shall promote efficient use of the networks to minimize, and avoid if possible, congestion of the networks and interference with the work of other users of the network.
- e) Encryption of communications will be allowed only if it is determined to be necessary for the protection of citizens or employees, or is determined to be an integral part of an employee's performance of their assigned work.

3. Prohibited Uses-

- a) Use of the City's technology equipment for threats, harassment, slander, defamation, obscene or suggestive messages and images, political endorsements, commercial activities, or for the production or dissemination of any material which is discriminatory with regard to race, sex, religion, ethnicity, disability, sexual orientation, gender identity, and/or age is prohibited.
- b) "BIOS" (basic in and out system) passwords, unless approved by the City Administrator or his/her designated representative.
- c) Intentionally disrupting or damaging any of the City's network services or any components of the system.
- d) Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent.
- e) Any unauthorized access or attempts to gain unauthorized access to data, system resources and passwords.
- f) Any attempt to secure system access privileges other than those assigned by the System Administrator or his/her designated representative.

- g) Decryption of system or user passwords.
- h) The copying or deleting of any software without the authorization of the City Administrator.
- i) Infringement on software licenses and copyrights.
- j) Loading of software onto the City's network, or any component of the network, without the advance approval of the City Administrator or his/her designated representative.
- k) The intentional introduction of computer viruses or other disruptive programs into the City's system.
- l) Sharing of passwords with other users.

4. Privacy Policy-

- a) No individual or group utilizing the City's technology equipment should have any expectation of a guarantee of privacy in their use of the City's technology equipment. The equipment is managed by the City for the purpose of City business, and authorized representatives of the City may access any aspect of the City's technology equipment at any time for work related non-investigatory or investigatory purposes. Authorized representatives of the City may, without advance notice, access any portion of the City's technology equipment for purposes related to claims of misconduct by City staff.
- b) Management reserves the right to monitor the use of any or all portions of the City's technology equipment, including electronic messages either sent or received, electronic files stored on the City's network, and internet sites visited.
- c) Management reserves the right to access, without notice, data or text caches, pager memory banks, e-mail, voicemail boxes or accounts, and other employer provided electronic storage systems.
- d) All data, information, electronic mail, and other documents contained on the City's network, or any component of the City's network, is City property, and may be accessed by authorized representatives of the City.

5. Electronic Mail Systems-

- a) Privacy, Confidentiality and Public Records Considerations
 - i. The City will make reasonable efforts to maintain the integrity and effective operation of its electronic mail systems, but users are advised that those systems should in no way be regarded as a secure medium for the communication of sensitive or confidential information. Because of the nature and technology of electronic communication, the City can assure neither the privacy of an individual user's use of the City's electronic mail resources nor the confidentiality of particular messages that may be created, transmitted, received, or stored thereby.
 - ii. All electronic files and messages on the City's systems are periodically backed up and generally available for re-creation, even if erased.

- iii. In all electronic mail communications, be polite and use appropriate language.
- iv. Delete all messages from the electronic mail system when they are no longer needed to help efficiently manage network storage resources.

b) Permissible Uses of Electronic Mail

- i. Authorized Users-Only City employees and other persons who have received permission under the appropriate authority are authorized users of the City's electronic mail systems and resources.
- c) Purpose of Use-The use of any City resources for electronic mail must be related to City business. Incidental and occasional personal use of electronic mail may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use of City's electronic mail resources for personal purposes is subject to the provisions of this policy.

d) Prohibited Purposes

- i. Personal use that creates a direct cost for the City.
- ii. The City's electronic mail resources shall not be used for personal monetary gain or for commercial purposes that are not directly related to City business.

e) Prohibited Uses

Prohibited uses of electronic mail includes, but is not limited to the following:

- i. Do not use the City's electronic mail system for sending "junk mail" or "chain letters."
- ii. Never send electronic mail from someone else's account or electronic mail address.
- iii. Sending copies of documents in violation of copyright laws.
- iv. Inclusion of the work of others into electronic mail communications in violation of copyright laws.
- v. Capture and "opening" of other employees' electronic mail except as required in order for authorized employees to diagnose and correct delivery problems.
- vi. Use of electronic mail for personal political use.
- vii. Use of electronic mail to harass or intimidate or to interfere with the ability of others to conduct City business. This prohibition specifically includes any communication which violates the City's policies against illegal harassment and discrimination.
- viii. Use of electronic mail systems for any purpose restricted or prohibited by laws or regulations.
- ix. "Spoofing," i.e., constructing an electronic mail communication so it appears to be from someone else.
- x. "Snooping," i.e., obtaining access to the files or electronic mail of others for the purpose of satisfying idle curiosity, with no substantial City business purpose.

- xi. Attempting unauthorized access to electronic mail or attempting to breach any security measures on any electronic mail system, or attempting to intercept any electronic mail transmissions without proper authorization.
- xii. To distribute defamatory, fraudulent or harassing messages, or otherwise engage in any illegal or wrongful conduct.

f) City Access and Disclosure

By accepting and continuing employment, employees of the City are consenting to the City's monitoring of their e-mail communications on City equipment and/or on City premises and/or on City paid time.

g) General Provisions

To the extent permitted by law, the City reserves the right to access and disclose the contents of employee and other users' electronic mail without the specific consent of the user beyond the general consent provided as a condition of employment. The City will do so when it believes it has a legitimate business need including, but not limited to, those listed in Section (g) below.

Employees and other users are advised that the City's electronic mail systems should be treated like a shared filing system, i.e., with the expectation that communications sent or received regarding City business or with the use of City resources may be made available for review by any authorized City official for purposes related to City business.

Any user of the City's electronic mail resources who makes use of an encryption device to restrict or inhibit access to his or her electronic mail must provide access to such encrypted communications when requested to do so under appropriate City authority.

h) Monitoring of Communications

The City will not monitor electronic mail as a routine matter but it may do so to the extent permitted by law as the City deems necessary for any valid business purposes, including employee supervision.

i) Inspection and Disclosure of Communications:

The City reserves the right to inspect and disclose the contents of electronic mail:

- i. In the course of an investigation triggered by indications of misconduct or misuse;
- ii. As needed to protect health and safety;
- iii. As needed to protect the rights or property of the City;
- iv. As needed to prevent interference with the business mission of the City;
- v. To detect employee wrongdoing; or
- vi. As required for employee supervision or performance management.

The City will inspect and disclose the contents of electronic mail when such action is necessary to respond to legal processes and/or to fulfill the City's obligations to third parties.

j) Limitations on Disclosure and Use of Information Obtained by Means of Access or Monitoring

The contents of electronic mail communications, properly obtained for City purposes, may be disclosed without permission of the user. The City will attempt to refrain from disclosure of particular communications if disclosure appears likely to create personal embarrassment, unless such disclosure is required to serve a business purpose or satisfy a legal obligation.

k) Special Procedures to Approve Access to and Disclosure of Use of Electronic Mail Communications

Individuals needing to access the electronic mail communications of others, to use information gained from such access, and/or to disclose information from such access and who do not have the prior consent of the user must obtain approval in advance of such activity from the appropriate City authority. Any employee accessing the electronic mail communications of others without permission will be subject to disciplinary action, up to and including termination.

6. Definition of City Authority-

For the purposes of this policy, City Authority is defined as having approval of the Governing Body or by the City Administrator.

7. Internet Access-

a) Authorized Users:

Internet access is provided to City staff only by approval of department heads, and with the concurrence of the City Administrator or his/her designated representative.

b) Purpose of Use-

The use of any City resources for internet access must be related to City business. Incidental and occasional personal use of internet access may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use of internet access resources for personal purposes is subject to the provisions of this policy.

c) Prohibited Purposes-

- i. Accessing adult entertainment, pornography, illegal, suggestive or other inappropriate material via the internet at any time from any City facility using either privately-owned or City technology equipment.
- ii. Personal use that creates a direct cost for the City.

- iii. The City's internet access resources shall not be used for personal monetary gain (i.e. engage in e-commerce, investment banking activities or gambling activities, legal or illegal) or for commercial purposes that are not directly related to City business.

8. Social Media/Blogging-

The City respects the right of any employee to maintain a blog and other types of self-published online journals, social media sites and collaborative web-based discussion forums. However, to protect the City's interests and ensure employees focus on their job duties, employees are expected to follow the guidelines and policies set forth to provide a clear distinction between you as an individual and you as an employee.

a) Purpose-

This policy outlines the protocol and procedures for use of social media to publicize official City services and events. In addition, this policy addresses the responsibilities of individual employees and City officials with regard to social media and the use of City resources (time/equipment), as well as responsibilities related to public records and open meeting laws.

b) Definitions-

i. Social Media-

Various forms of discussion and information sharing, including blogs, wikis, social networks, virtual worlds, video posts, podcasts, message boards and online forums. Technologies include: picture sharing, wall postings, fan pages, e-mail, instant messaging and music sharing.

ii. Social Networking-

The practice of expanding business and/or social contacts by making connections through web-based applications. This policy focuses on social networking as it relates to the use of the internet to promote such connections for official City business for employees, elected and appointed officials who are using this medium in the conduct of official City business.

c) Policies and Procedures-

All official City presences on social media sites or services are considered an extension of the City's information networks and are governed by the Technology and Electronic Communications Policy contained in the City Personnel Manual and used for the limited purpose of informing the public about City business, services and events.

- i. All City social media sites must comply with applicable federal, state and City laws, regulations and policies. This includes adherence with established laws and policies regarding copyrights, records retention, Freedom of Information Act (FOIA), First Amendment, privacy laws and information technology, web standards, brand standards and media policies established by the City.
- ii. Each social media site used by the City will include an introductory statement that clearly specifies the purpose of the site and directs users to the City's website. In addition, wherever possible, links to information should direct users back to the

City's official website for more information, forms, documents or online services necessary to conduct business with the City.

- iii. Purpose-To provide information to the users in a timely manner and to direct users to the website for additional information.

Employees representing the City via social media outlets must conduct themselves at all times as representatives of the City and in accordance with all human resource policies. Employees shall not disclose information about confidential City business on either the City's social media sites or their personal social media sites.

- d) The City encourages the posting of comments by individuals; however, current elected officials are not to post on the City's official social media sites.
- e) The City's social networking content and comments containing any of the following forms of content shall not be allowed for posting:
 - i. Comments not topically related to the particular site or blog article being commented upon;
 - ii. Profane language or content;
 - iii. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation or gender identify;
 - iv. Sexual content or links to sexual content;
 - v. Solicitations of commerce;
 - vi. Conduct or encouragement of illegal activity;
 - vii. Information that may tend to compromise the safety or security of the public or public systems; and/or
 - viii. Content that violates a legal ownership interest of any party. The City reserves the right to remove content that is deemed in violation of this policy or any applicable law. Any participants on the City's official social media sites who are in continual violation of the posting/commenting guidelines may be permanently removed from the City's site.

The City reserves the right to temporarily or permanently suspend access to official City social media sites at any time.

L. CELL PHONE COMMUNICATIONS POLICY

It is the policy of the City to provide cellular telephones and/or wireless personal communications devices to designated employees in order to improve productivity, enhance customer service to our citizens, and/or to enhance public safety services.

It is also the policy of the City to maintain the right of access to and disclose of any and all messages communicated through electronic means when City-owned equipment is used. Regardless of the intent of the message (business or personal), any employee involved has no right to privacy, or to the expectation of privacy, concerning the content of any message or the intended destination of any message.

Decisions regarding the use of City cellular telephones and wireless personal communications devices, which are not explicitly stated herein, will be left to the discretion of the City Administrator. Department heads are authorized to administer, provide guidance on, and assure compliance with the features of this policy.

It is the policy of the City to provide reimbursement for cellular telephones and wireless personal communications devices to designated employees who can be recalled in order to improve productivity, enhance customer service to our citizens, and/or to enhance public safety services. At the City Administrator's discretion eligible personnel may obtain a personal cellular telephone, and/or wireless personal communications device. The City will reimburse the employee at a monthly rate of \$15.00. Department heads will be reimbursed at a rate of \$30 per month.

1. Applicability-

This policy and procedure applies to all City employees, departments, and organizations. Departments which use a pool system for cellular telephones, or which have cellular telephones assigned to vehicles or positions instead of to individuals, may develop departmental policies and procedures and/or regulations which provide greater direction to their employees, as long as that direction is consistent with this policy.

This policy includes City-owned cellular telephones and other wireless personal communications devices, which are not directly connected to a telephone line. It does not apply to direct-wired landline telephones.

2. Authorized Usage-

City-owned cellular telephones and other wireless personal communications devices are intended only for City business. No personal use of City-owned cell phones is allowed. In the event of an emergency personal call, the employee shall reimburse the City of the proportional share of the current monthly fee and service charges, as well as the direct cost of the minutes used (i.e. roaming, long distance, rate plan minutes, etc.).

Employees should not use cellular telephones to discuss confidential or sensitive information, as cellular telephone conversations are not secured.

3. Eligibility Criteria-

Employees eligible for assignment of City-owned cellular telephones, and other wireless personal communication devices are those designated by the City Administrator, including but not limited to:

- a) Employees who are frequently in a vehicle, if the individual must conduct City business by telephone while in the field, and it can be shown that cost savings and customer service efficiency will be realized through use of such devices;

- b) Employees who have a critical need to maintain accessibility with other department heads, City management staff and public officials in order to ensure uninterrupted customer services and/or the integrity of the organizations;
- c) Public safety positions as necessary to provide immediate and direct telephone communications with citizens, outside agencies cooperating in operations or other resource entities outside of City government, and to provide for communications which may be inappropriate for mobile radios;
- d) Designated employees involved in the City's emergency response plan; and
- e) Department heads and employees who have a responsibility for responding to public safety incidents in the field.

4. Responsibilities of Department Heads-

The department heads are responsible for:

- a) Recommending requests for cellular telephones, and other wireless personal communications devices from their respective subordinates;
- b) Ensuring that requests are in conformance with the procedures outlined herein, or that exceptions are justified;
- c) Ensuring that all persons assigned a City-owned cellular telephone, and/or other wireless personal communications device are provided access to a copy of this policy, and that the individual is in compliance with it;
- d) Conducting annual reviews of assigned devices to determine if such assignments continue to be justified; and
- e) Informing appropriate employees responsible for City communications of all reassignments of cellular telephones, electronic paging devices and other wireless personal communications devices.

5. Responsibilities of Employees-

Employees who are assigned the use of City-owned cellular telephones, and other wireless personal communications devices are responsible for the following:

- a) Ensuring the physical security of such devices;
- b) Ensuring that all communications on such devices are kept to the briefest duration possible;
- c) Keeping personal communications to a minimum;
- d) Ensuring that any personal use does not detract from the employee's availability for completion of assigned duties; and
- e) Reimbursing the City for any personal calls sent or received at the rate established by the City Administrator.

6. Use of Electronic Communications Devices and Safe Driving-

All City employees are expected to drive with safety as the first consideration. This includes driving safely while operating cellular telephones and other wireless personal communications devices. Recommendations for safe handling of vehicle-based calling from the wireless communications industry include the following:

- a) When driving, use voice-activated dialing or have frequently called numbers pre-programmed into the device, or consider pulling off the road to dial (or ask passenger to dial);
- b) Do not use the wireless communications devices at all if there are hazardous road or traffic conditions; and
- c) Avoid multiple tasks when driving, such as trying to take notes while using a wireless communications device.

Employees are responsible for, and will be held accountable for, safe driving at all times.

7. General Statements on Use of Wireless Communications Devices-

- a) Use of a log-on or password does not imply any right to employee privacy of communication.
- b) Use of a deletion keystroke or process does not mean a message/document has been eliminated from a wireless communications device, e.g. pager.
- c) On City-owned wireless communications devices, the City or department reserves the right to monitor and record communications traffic at any time, without notice to any employee.
- d) Any abuse or inordinate use of those devices will be considered misconduct and indifference to work, resulting in possible disciplinary action, up to and including termination. Any employee responsible for inordinate use of wireless communications devices may also be held responsible for the resulting costs to the City.

8. Monitoring of Wireless Communications by City Supervisors-

Supervisory reviews of wireless communications may be conducted for business reasons. Supervisors may review the communications of their employees to determine if there have been:

- a) Breaches of security;
- b) Violations of City policy; and/or
- c) Misuse by an employee.

9. Disclosure of Information-

The City will disclose the contents of retrievable wireless communications messages, upon receipt of a valid court order or legal request, including Public Information (open records) requests. The City may disclose the contents of retrievable wireless communication messages if the information will assist in official internal or criminal investigations.

M. SEPARATION OF SERVICES

1. Resignation-

An employee who terminates his or her employment voluntarily shall be terminated in good standing, providing the employee gives a minimum of two weeks written notice to his or her immediate supervisor or department head. Under appropriate circumstances, a shorter period of notice may be approved by the employee's department head and the City Administrator.

2. Payment upon Termination-

An employee whose employment with the City has been terminated shall receive his or her final paycheck on the first regularly scheduled payday following his or her termination.

- a) Employees who terminate shall be eligible to receive pay for any accrued unused vacation.
- b) Employees who have worked for the city in a full time capacity for 5 years or more and who terminate with proper notice, may convert unused sick leave up to a maximum of 480 hours to vacation time at the rate of eight (8) hours sick leave to one (1) hour of vacation. 'Termination with proper notice' is defined as giving prior notice: four (4) weeks for exempt employees and two (2) weeks for non-exempt employees. No conversion is allowed when there is an involuntary separation due to poor performance or misconduct, or other violations of City policies and/or procedures.
 - o Example: Maximum sick accrual of 480 hours converts to a maximum of 60 hours vacation.

N. EDUCATION REIMBURSEMENT

This policy is applicable to any regular, full-time City employee who has completed his/her required initial probationary period.

1. Policy-

The City will only consider applications for assistance with tuition and book expenses for degree programs (Associate, Bachelor, Master or Doctorate) according to the following criteria:

- a) Before beginning a course of study, an employee must receive approval from employee's department head and the City Administration prior to any request for tuition reimbursement; and
- b) An employee may be reimbursed only for courses of study which the City determines are directly related to the employee's present job or which will enhance the employee's potential for advancement to other jobs within the City; and
- c) Subject to budget availability, upon successful completion, as defined below, of any approved course, an employee may be reimbursed only the actual cost of the tuition for

classes taken and any required course materials, but the City will reimburse up to a maximum of \$2,500 per calendar year; and,

- d) Eligible schools must be accredited by one of the six regional organizations recognized by the U.S. Department of Education; and
- e) On-line courses are permitted if offered through an eligible school and reviewed and approved through the regular tuition reimbursement process; and
- f) Tuition reimbursement must be approved by the employee's department head and the City Administration, at least ten (10) business days prior to the first day of class; and
- g) All documentation regarding tuition reimbursement must be submitted for reimbursement within thirty (30) calendar days of the completion of the final class or payment will not be rendered; and
- h) Reimbursement will only be considered for courses that are successfully completed with a grade of "C" or better for undergraduate courses, or with a grade of "B" or better for graduate-level courses. If an incomplete grade ("I") is received at the end of the term, the class must be successfully completed and documentation submitted for reimbursement within thirty (30) calendar days after completion. The date that the incomplete grade is officially replaced with another grade is the date that will govern with respect to tuition repayment; and
- i) The Education Reimbursement Policy will not duplicate other financial aid programs such as Pell Grants, Veteran's Administration Benefits, scholarships, etc. Any financial aid received will be deducted from the tuition and book fees reimbursed by the City; and
- j) If an employee's request for reimbursement under this policy is approved, he/she will be required to certify in writing, and agrees to re-pay the City all reimbursements he/she received if employee voluntarily separates from City employment within one year after receiving the reimbursement; and
- k) Any employee separated involuntarily within one year of reimbursement shall be required to make full repayment if the separation was for unsatisfactory performance/conduct.

2. Time Off For Class Attendance and Study Assignments-

Employees are expected to schedule class attendance and the completion of study assignments outside of their regular working hours. Employees will not be given paid time off, other than vacation and/or bonus days, to attend educational classes or to complete study assignments. In cases where productivity and proper supervision of employees are not adversely affected, management may approve changes in the work schedule to accommodate the pursuit of educational opportunities, however it is expected that educational activities will not interfere with employees' work. Any unsatisfactory job performance during class enrollment may result in forfeiture of educational assistance and/or disciplinary action up to and including termination of employment.

O. CITY SPONSORED MEMBERSHIP DUES POLICY

The City believes it is important for the members of the Governing Body and City employees to participate in professional organizations. While at the same time it is recognized that difficult economic times have caused strains on the City's budget. Therefore, in the future, the following represent the only types of membership dues that will be approved:

- a) Professional association membership dues.
A professional association is usually a nonprofit organization seeking to further the interests of individuals engaged in that profession. The professional association will directly relate to the member(s) job.
- b) Civic association membership dues.
A civic association is usually a nonprofit organization seeking to further the interests of individuals engaged in a community and the public interest. The City will cover the first \$100 of a civic association membership fee and match 50/50 the next \$100. Any amount over \$200 will be the responsibility of the individual.
- c) Multi-individual memberships and dues for organizations, such as the Northeast Johnson County Chamber, Mid-America Regional Council, League of Kansas Municipalities or National League of Cities under which one membership dues covers all members of the Governing Body and City employees. Multi-individual memberships/dues are subject to Governing Body annual review for value to the City.

City of Roeland Park
Employee Handbook
Receipt

I acknowledge receipt of a copy of the City of Roeland Park Employee Handbook adopted _____ . I also acknowledge that its provisions are guidelines, subject to revision by the Governing Body at any time, and are not a contract of any kind between me and the City of Roeland Park.

Dated: _____

Employee's Signature: _____

Employee's Printed Name: _____

City of Shawnee Policy

SECTION 7.14 PARENTAL LEAVE

A. PURPOSE

The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or newly adopted or newly placed child. This policy will run concurrently with Family Medical Leave Act (FMLA) leave (if the employee meets the eligibility criteria for Family Medical Leave). Leave taken for this purpose must be taken in the 12 months following the birth, adoption or placement of a child. This policy will be in effect for births, adoptions or placement of foster children occurring on or after January 1, 2019.

B. ELIGIBILITY

Regular full-time and regular part-time employees are provided with paid parental leave upon the birth of a child, adoption or placement of a child with the employee, in conjunction with foster care. Employees must meet one of the following criteria:

Have given birth to a child.

Be the spouse of a woman who has given birth to a child.

Be listed as a parent on the child's official birth certificate.

Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a child by a new spouse is excluded from this policy.

Paid parental leave may not be donated or transferred from one employee to another.

Situations with extenuating circumstances may be approved by the City Manager.

C. AMOUNT OF PAID LEAVE

Parent who gives birth (vaginal birth or Cæsarian section) :

40 hour/week employees - 240 hours

Fire Department 24-hour shift employees - 336 hours

Regular part-time employees classified as three-quarter time receive up to 180 hours

Regular part-time employees classified as half-time receive up to 120 hours

Parent who does not give birth (i.e. adoption, foster placement, male, female listed as the parent on the child's birth certificate):

40 hour/week employees - 120 hours

Fire Department 24-hour shift employees - 168 hours

Regular part-time employees classified as three-quarter time - 90 hours

Regular part-time employees classified as half-time - 60 hours

An employee who is eligible to utilize this benefit should contact Human Resources two weeks prior to the qualifying event to ensure the eligible leave hours are added to the employee's Parental Leave bank.

D. COORDINATION WITH OTHER CITY POLICIES

Paid parental leave taken under this policy will run concurrently with leave under the FMLA. Any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks available FMLA leave per year. All other requirements and provisions under the FMLA will apply. Please refer to Section 7.06, Family Medical Leave.

If a City holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, the holiday will extend the total paid parental leave entitlement.

An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee was on FMLA-qualifying leave.

Item Number: New Business- VIII.-B.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/17/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin.
Title: 2020 Super Pass Agreement and Swim Meet Letter of Understanding
Item Type: Agreement

Recommendation:

Staff recommends approval of the Pool Superpass Agreement as well as the Swim and Dive Meet Agreement.

Details:

This agreement is similar to one the City has entered into for a number of years with the same partner Cities. It allows a special pass to be used from approximately the end of May to the beginning of September, 2020 to gain access to any of the pools and aquatic centers located in any of the participating Cities. Each City retains half of the revenue from the sale of the super pass and the other half is distributed based on the number of times the super pool pass is used at a City's pool facility divided by the total number of super pool pass use count overall. For example if there are 500 occasions the super pass has been used during 2020 at all pool facilities and 100 of them are at the Roeland Park Aquatic Center then Roeland Park would receive 20 percent of the pooled revenue. The cost of the super pool pass for residents of a participating city is \$60 for up to 5 individuals on one pass, or \$25 for an individual, the same as last year.

The second motion allows area aquatic centers to honor other center's memberships on days an agency is hosting a swim or dive meet.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: N/A

Line Item Code/Description: N/A

Additional Information

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Superpass Agreement	Exhibit
<input type="checkbox"/>	Swim Meet Letter of Understanding	Exhibit

AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF LEAWOOD, KANSAS, THE CITY OF MISSION, KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, AND THE CITY OF ROELAND PARK, KANSAS, FOR USE OF SWIMMING POOL FACILITIES

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), and the City of Roeland Park, Kansas (“Roeland Park”).

RECITALS

A. The cities of Fairway, Leawood, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”), operate the public outdoor swimming pool facilities (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2020 Swim Season, defined below, with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the Cities to enter into this agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities Agreement, and in consideration of the mutual advantage received by each party, the parties hereto enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this Agreement is to establish cooperation among the by making all of the Pool Facilities available for use by the qualified patrons of all the Cities with the purchase of a special pass during the 2020 swim season, which commences approximately May 25, 2020 and ends approximately September 7, 2020 (“2020 Swim Season”).

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2020 Swim Season, each City shall establish and authorize a category of pool pass entitled “Super Pool Pass” with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, defined below, who are purchasing a family or individual season pass to that City’s Pool Facilities. As to each City, the term “Qualified Patron” means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$60 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$25 per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$65 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$30 per individual category of seasonal pool pass.

c. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

d. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

e. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2020 Swim Season.

f. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how many individuals are admitted for each use of a family Super Pool Pass; and report these counts

by email at the end of the season to the Assistant City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

g. Each City will retain one-half of the Super Pool Pass revenue, and hold the other half (the “Shared Revenue”) in suspense until the end of the season.

h. The Shared Revenue will be summed to reach a total of pooled revenue, and used initially to pay for the cost of the stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2020 Swim Season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the pooled revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

i. Qualified Patrons who are residents may only purchase Super Pool Passes from the City in which they reside.

IV. POOL SAFETY STANDARDS

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, (b) operated by a professional pool management company engaged by the city.

c. All Pool Facilities must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.

[Signature pages follow]

CITY OF FAIRWAY, KANSAS

By _____

Melanie Hepperly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LEAWOOD, KANSAS

By _____

Peggy Dunn, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By _____

Ron Appletoft, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By _____

Eric Mikkelson, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By _____

Mike Kelly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into this day of _____, 2020 by and between the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, Mission, and Merriam** (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the 2020 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non- Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
 - i. Visitors to Merriam will receive an indelible stamp indicating access to outdoor aquatic facilities only.
4. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
 - i. Each Hosting Agency will notify patrons that passes will not be accepted at Merriam if the outdoor pool is closed.
5. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2020 season.
6. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signatures]

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

Attest: _____

CITY OF LEAWOOD, KANSAS

By: _____
Peggy Dunn, Mayor

Attest: _____

CITY OF MERRIAM, KANSAS

By: _____
Ken Sissom, Mayor

Attest: _____

CITY OF MISSION, KANSAS

By: _____
Ron Appletoft, Mayor

Attest: _____

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelsen, Mayor

Attest: _____

CITY OF ROELAND PARK, KANSAS

By: _____
Mike Kelly, Mayor

Attest: _____

Item Number: New Business- VIII.-C.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/17/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Agreement with Gather Media for PIO Services**
Item Type: Agreement

Recommendation:

Review and approve the agreement with Gather Media, Katie Garcia's new company, for Public Information Officer services.

Details:

The City hired Sturges Word Communication to perform the City's public information officer role starting in 2019. Katie Garcia was the lead on the proposal and has served as our PIO since that time. Starting February 2020 Katie has started her own company called Gather Media and has asked the City to stay on with her as a client. We are currently in an agreement with Sturges Word, however the principal, Melissa Sturges, has agreed to release the City from this agreement and continue to work with Katie and Gather Media. A letter to that effect is attached. Also attached is the agreement and scope of services which was reviewed by staff and the City attorney. This agreement would take effect immediately upon execution.

Financial Impact

Amount of Request: \$15,000 annually	
Budgeted Item?	Budgeted Amount: \$15,000
Line Item Code/Description: 5209.101 - Professional Services	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Having a PIO helps the City effectively reach citizens of all ages through a variety of media.

ATTACHMENTS:

Description	Type
☐ Agreement with Gather Media	Exhibit
☐ Scope of Work - Gather Media	Exhibit
☐ Letter from Sturges Word	Exhibit

GatherMediaCo.

Retainer Agreement

This **RETAINER AGREEMENT** ("Agreement") is between the City of Roeland Park, Kansas ("Roeland Park") and Gather Media and Communications, LLC ("GatherMediaCo."), a Kansas limited liability company, collectively referred to as the ("Parties").

In consideration of GatherMediaCo. providing its expertise and services, and Roeland Park receiving and providing compensation for the expertise and services, the Parties agree to the following:

Term.

February 1, 2020 – January 31, 2021

Thereafter, this Agreement shall automatically renew in increments of one year unless either party receives written notice of termination.

Budget.

GatherMediaCo. shall invoice \$1,250 monthly for the retainer fee.

Point of Contact.

Jennifer Jones-Lacy is the point of contact for GatherMediaCo. She will act as the go-to for questions, requests and day-to-day activities.

Description of Services.

Gather Media Co. shall perform the services as described in the Scope of Work, attached hereto as **Exhibit A**. Should additional projects be requested by Roeland Park, GatherMediaCo. will invoice separately.

Retainer Assumptions.

- Roeland Park shall review all deliverables and provide feedback in no more than 3 business days.
- GatherMediaCo. shall commence/continue on the acceptance of the deliverables and feedback from Roeland Park.
- GatherMediaCo. shall send invoices on the 1st of each month, payment is due by the 15th.
- If payment is not received within 45 days of the invoice date, all work will stop until payments are current.
- Payments can be made via Check to: Gather Media and Communications, LLC., 5203 Pawnee Drive, Roeland Park, KS 66205. Payments can also be made through Zelle using: 913-634-1047.
- All out-of-pocket costs over \$250 shall be approved in writing by Roeland Park in advance.

Additional Services.

Requests and service needs beyond what is detailed in this scope will be billed at \$60/hour with written approval from the City of Roeland Park.

Credit.

GatherMediaCo. retains the right to use Roeland Park within its roster of clients upon prior written approval. A link to Roeland Park's website/application website may be placed on GatherMediaCo.'s website as part of its business portfolio once Roeland Park's approval is obtained.

Ownership.

All work product created by GatherMediaCo. in connection with performing the services in the Scope of Work is the exclusive property of Roeland Park.

Independent Contractor.

It is expressly agreed that GatherMediaCo. is acting as an independent contractor in performing the services under this Agreement. Nothing in this Agreement shall be construed to constitute GatherMediaCo. as an agent or employee of Roeland Park.

Subcontracting.

GatherMediaCo. may subcontract any portion of the Scope of Work. GatherMediaCo. must obtain Roeland Park's prior written consent before subcontracting any portion of the Scope of Work. Consent to any subcontract of this Agreement may not be unreasonably withheld or delayed.

Successors and Assigns.

This Agreement binds and benefits the Parties and their respective permitted successors and assigns.

Notices.

Any notice required under this Agreement must be in writing. A notice is effective when the intended recipient receives it at the following addresses:

Roeland Park: Roeland Park City Hall
 Attention: Jennifer Jones-Lacy, Assistant Administrator and Finance Director
 4600 W. 51st Street
 Roeland Park, KS 66205

GatherMediaCo.: Attention: Katie Garcia
 5203 Pawnee Drive
 Roeland Park, KS 66205

Amendments.

Any amendment to this Agreement must be in writing and agreed upon by both Parties.

Confidentiality.

Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other party. Each party agrees that, except as permitted by this Agreement or as required by law, such party shall not make any disclosure of the Confidential Information other than to its employees/ City Council members who have a need to know. The confidentiality obligations of each party and their respective employees shall survive the expiration or termination of this Agreement.

Termination.

Either party may terminate this contract at any time, with or without cause, upon presentation of sixty (60) days written notice given to the other party. Amounts due will be delivered when calculated on a pro-rata to the time elapsed since the last payment.

Governing Law.

The Parties agree that the law of the State of Kansas shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement.

Merger.

This Agreement and all attached exhibits are the final and exclusive statement of the Parties' agreement on the matters contained in this Agreement. It supersedes all previous negotiations and agreements.

Retainer Agreement

By signing below, you acknowledge that you have carefully read and fully understand all of the terms and are agreeing to this Retainer Agreement Terms and Conditions, intending to be legally bound.

Gather Media Co.

Katie Garcia, Owner

DATE

City of Roeland Park

Mike Kelly, Mayor

DATE

GatherMediaCo.

Roeland Park Scope Work

Background

Katie Garcia has been working with the City of Roeland Park for the past year through her employer, Sturges Word Communications. Katie has recently started her own marketing and communications firm and Sturges Word has agreed to release the contract to Katie Garica if Roeland Park agrees and City Council approves the change.

Communications Goal

To continue to communicate effectively with citizens, neighbors and the surrounding community on projects, updates and news important to the City and its residents.

Description:	Scope of Work / Deliverables:
Marketing and Communications Tasks	<ul style="list-style-type: none">• Develop media releases as needed to inform on projects and news.• Consulting/strategy advice on reputation issues that arise.• Develop and send weekly City email.• Social Media Management:<ul style="list-style-type: none">◦ Content calendar delivered each month for review/approval with 8-10 posts.◦ Scheduled content on Facebook and Twitter.◦ Monitor pages for questions and comments from the community and respond when needed.• Monthly Reporting Includes:<ul style="list-style-type: none">◦ Social media report.◦ Social media competitor report.◦ Top social media posts report.◦ Media placement/mention report.◦ Email analytics report.• Present at City Council meeting once a quarter.• Hold every other week meeting with City staff.
Budget <ul style="list-style-type: none">• Additional marketing items would require extra budget. Examples include, but are not limited to:<ul style="list-style-type: none">◦ Content creation for newsletter or website.◦ Event coordination/ planning.◦ Graphic design needs. <p>\$1,250 per month</p> <p>February 2020 - ongoing with 60 day notice</p>	

GatherMediaCo.

Roeland Park Scope Work

Retainer Agreement

CLIENT AGREEMENT: City of Roeland Park, Kansas

Length of Engagement.

February 1, 2020 - ongoing.

Budget.

Gather Media Co. will invoice \$1,250 monthly for the retainer fee.

Point of Contact.

Jennifer Jones-Lacy will be the point of contact for Gather Media Co. She will act as the go-to for questions, requests and day-to-day activities.

Description of Services.

Gather Media Co. commits to the scope of work on page 1 of this document. Should additional projects surface, Gather Media Co. will invoice separately.

Retainer Assumptions.

- Roeland Park will review all deliverables and provide feedback in no more than 3 business days.
- Work will commence/continue on the acceptance of these Retainer
- Gather Media Co. sends invoices on the 1st of each month, due by the 15th.
- If payment is not received within 45 days of the invoice date, all work will stop until payments are current.
- You agree to give Gather Media Co. 60 days written notice of your intention to continue, modify or terminate this Agreement. In the absence of such notice, this Agreement will continue until such time that one party provides the other with 60 days written notice. Payments can be made via Check to: Gather Media and Communications, LLC., 5203 Pawnee Drive, Roeland Park, KS 66205. Payments can also be made through Zelle using: 913-634-1047.
- All out-of-pocket costs over \$250 shall be approved in writing by Roeland Park.

Additional Services.

Requests and service needs beyond what is detailed in this scope will be billed at \$60/hour with written approval from the City of Roeland Park.

Credit.

Gather Media Co. retains the right to use Roeland Park within its roster of clients upon prior written approval. A link to the Client website/application website may be placed on Gather Media Co.'s website or other collateral as part of its business portfolio once Client approval is obtained.

Independent Contractors.

Contractors are often used for areas of work that fall outside of Gather Media Co.'s offerings. Any contractor used will be made aware to the Client. Gather Media Co. retains the right to subcontract any portion of the scope.

Confidentiality.

Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be

GatherMediaCo.

Roeland Park Scope Work

disclosed to the other party. Each party agrees that, except as permitted by this Agreement, such party shall not make any disclosure of the Confidential Information other than to its employees/ City Council members who have a need to know. The confidentiality obligations of each party and their respective employees shall survive the expiration or termination of this Agreement.

Retainer Agreement

By signing below, you acknowledge that you have carefully read and fully understand all of the terms and are agreeing to this Retainer Agreement Terms and Conditions, intending to be legally bound.

Gather Media Co.

Katie Garcia

City of Roeland Park



Sturges Word Communications
808 Baltimore
Kansas City, Mo. 64105

January 27, 2020

City of Roeland Park, Kansas
4600 W 51st St #200
Roeland Park, KS 66205

Sub- Letter for release from Agreement / Ref- Agreement dated October 9, 2018

To Keith Moody and Jennifer Jones-Lacy:

This letter releases the City of Roeland Park from its agreement with Sturges Word Communications effective on January 31, 2020. We authorize you to work with Katie Garcia directly for communications and marketing needs. Sturges Word Communications last invoice for January 2020 work will be due on or before February 29, 2020. Beginning February 1, 2020, Katie Garcia will invoice you directly for work.

It has been a pleasure to work with the City and we wish it nothing but success in the future.

Sincerely,

Melissa Sturges, Principal
Sturges Word Communications

Item Number: New Business- VIII.-D.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/13/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Discuss Ordinance to Eliminate Discriminatory Language Included in Home Owner's Association Covenants**
Item Type: Discussion

Recommendation:

Staff is seeking feedback on a proposed amendment to the NDO that addresses discriminatory language that exists in Home Owner Covenants.

Details:

Please find attached a memo from the City Attorney addressing the purpose of the attached sample ordinance amending the City's Non Discrimination Ordinance. The proposed NDO changes make discriminatory practices expressed in local Home Owner Covenants illegal. Also attached is a red-line of the current NDO reflecting example changes.

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
📎 Memo from City Attorney Concerning Changes to NDO	Cover Memo
📎 Example NDO Amending Ordinance- Redline	Cover Memo
📎 Example NDO Amending Ordinance- Clean	Cover Memo

Memorandum

To: Keith Moody, City Administrator for Roeland Park
From: James Hampton
Date: 2/10/2020
Re: Amendment to Non-Discrimination Ordinance Banning Enforcement of Restrictive Covenants

I. Council Member Dickens' Statement:

I am proudly proposing that we strengthen our Non-Discrimination Ordinance to include, in the strongest terms, that Roeland Park rejects our old restrictive covenants and is a city for all people where we reject the sins of racism. Though we cannot erase the physical words written in our past, we must stand in opposition to all forms of discrimination and this amended ordinance will do that.

Roeland Park has long been a leader for our shared communities in Johnson County and I want to make sure that we remain a beacon for others to look to where our strong values are concerned. I know some will say, "Why do this now after so many decades?" My response is simple: it's never the wrong time to do the right thing and rejecting the language of racism, old as it may be, is the right thing to do.

II. Non-Discrimination Ordinance Amendment – Legal Analysis

The United States Supreme Court held racially restrictive covenants unconstitutional in 1948. Furthermore, the federal Fair Housing Act of 1968 outlawed racially restrictive covenants. But many written instruments relating to real property still restrict or forbid the conveyance, encumbrance, leasing or mortgaging of real property based on race and religion. These restrictive covenants have a substantial impact on the use and value of property because, while restrictive covenants cannot be legally enforced, property owners and homeowners associations may think they have the ability to enforce them.

Removing restrictive covenants from existing deeds is difficult. Lawmakers in Kansas have passed legislation that allows homeowners associations to strike racist language and phrases from property-related documents. Individuals are required to go to the county recorder to make the change.

Other organizations, cities, and individuals have attempted to remove restrictive covenants themselves, but it is expensive and time consuming. If a restriction is on a plat, the property owners who are part of the homeowners association must agree to remove the restrictive covenant. The cost of going to each

homeowner and getting their signature notarized is high. In Roeland Park, it is even more challenging because these homeowners associations are inactive, so they must first be activated.

The strategy behind addressing restrictive covenants in the non-discrimination ordinance is to be more efficient and provide meaningful assistance if anyone is confronted with potential enforcement of such a provision. While restrictive covenants will still be on deeds, it will be a violation of the ordinance if any individual or homeowners association tries to enforce the restrictive covenant. If an individual or homeowners association attempts to enforce a restrictive covenant, an aggrieved individual can file a complaint with the city clerk. The City would then investigate the allegation and move forward based on its findings as set forth in the enforcement section of Chapter V, Article 12, Section 5-1204. This would eliminate the need to go to every person's door and obtain their signature. Plus, the aggrieved individual would not have to go to court to seek a remedy. Rather, the individual would have the City lead the effort in ensuring that property in Roeland Park is without any discrimination.

ORDINANCE NO. __

AN ORDINANCE RELATED TO NONDISCRIMINATION, AMENDING AND REPEALING EXISTING CHAPTER V, ARTICLE 12, SECTIONS 5-1201; 5-1202; 5-1203; AND 5-1204 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS, **AND ADDING CHAPTER V, ARTICLE 12, SECTION 5-1205.**

Deleted: ; AND PROVIDING SUBSTITUTE PROVISIONS THEREFOR. ...

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

WHEREAS, Roeland Park is a community that respects and actively seeks to welcome and protect all those who reside, visit, or do business in our community; and,

WHEREAS, the governing body finds that providing protection against wrongful discrimination contributes to the creation of a diverse, welcoming community that promotes harmony and mutual respect, and otherwise promotes the health, safety and welfare of the citizens of Roeland Park; and,

WHEREAS, the governing body finds that discrimination based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is wrongful discrimination and inconsistent with the community's goals and values; and,

WHEREAS, local, state and federal laws provide protection against discrimination against certain classes of individuals in housing and state and federal laws provide protection against discrimination against certain classes of individuals in employment and public accommodations, and such laws provide a complaint and enforcement process for violations; and,

WHEREAS, although the United States Supreme Court held racially restrictive covenants unconstitutional in 1948, many documents involving properties in Roeland Park still contain covenants banning African Americans, Jews and other ethnic groups from ownership or occupancy; and,

WHEREAS, the City of Roeland Park desires to extend the law to prohibit enforcement of any restrictive covenant which forbids or restricts the conveyance, encumbrance, leasing or mortgaging of real property based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status or military status.

Deleted: WHEREAS, in some instances, current state and federal employment, housing and/or public accommodation laws have been interpreted to exclude protection against discrimination and retaliation on the basis of sexual orientation and gender identity, thereby precluding the use of the complaint and enforcement process outlined therein; and, '

SECTION 1. Chapter V, Article 12, Sections 5-1201; 5-1202; 5-1203; and 5-1204 of the City of Roeland Park, Kansas is hereby amended **and Section 5-1205 is added** to read as follows:

Deleted: WHEREAS, the City of Roeland Park desires to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity, giving these characteristics the same protection state and federal law already consistently provides with respect to race, color, religion, national origin, sex, age, disability, marital status, familial status, and military status and to provide a complaint and enforcement process to effectuate protections not available under current state and federal laws.¶

CHAPTER V. – BUSINESS REGULATIONS

ARTICLE 12. – Prohibited Discrimination in Employment, Housing, and Public Accommodations.
5-1201. Definitions.

The definitions contained within the Kansas Acts Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall apply to this article unless specifically defined herein. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

(a) *Aggrieved individual* means any individual who has a good faith belief that such individual has been injured by an unlawful discriminatory practice.

(b) *City* means the City of Roeland Park, Kansas.

(c) *Code* means the Code of the City of Roeland Park, Kansas.

(d) *Days* means calendar days. If a deadline falls on a day city hall is not open (e.g. a weekend, a holiday recognized by the city, emergency closure) the deadline will be extended to the next day city hall is open.

(e) *Employee* means any individual employed by an employer, but does not include ~~any individual~~ employed by such individual's parents, spouse or child or in the domestic service of any individual. Employee also does not include an independent contractor.

Deleted: any individual

(f) *Employer* means any individual or entity (e.g. corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing one or more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no religious organization or non-profit fraternal or social association/corporation shall be considered to be an employer.

(g) *Familial status* means persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or have resided together in the past, and persons who have a child in common regardless of whether they have been married or have lived together at any time.

(h) *Gender identity* means an individual's actual or perceived (by the individual or another) gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics regardless of the individual's designated sex at birth.

(i) *Hearing officer* means the City of Roeland Park Municipal Judge.

~~(j) *Homeowners Association* means an organization in a subdivision, planned community or condominium that makes and enforces rules for the properties and their residents.~~

~~(k) *Investigator* means the City of Roeland Park, Kansas Prosecutor.~~

Deleted: j

(k) *Military status* means a person who is serving or has served in the uniformed services, and who, if discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2), or amendments thereto. Uniformed services is defined as set forth in 20 C.F.R. 1002.5(o), or amendments thereto.

Deleted: k

(l) *Nonprofit fraternal or social association/corporation* means an association or corporation that meets all of the following requirements: (1) it is organized in good faith for social or fraternal purposes; (2) membership entails the payment of bona fide initiation fees or regular dues; (3) there exists a regularly established means of self-government by the members thereof clearly set forth in a constitution or by-laws adopted by the membership; (4) there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and (5) it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.

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(m) *Place of public accommodation* shall include every establishment within the city that is open to the public and offers any product, service or facility. The term place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with one or more tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. The term place of public accommodation shall not, however, include: (1) a religious organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation which restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission.

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(n) *Religious organization* means a church, mosque, temple, synagogue, or other entity principally devoted to religious practice or religious teaching.

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(o) *Rent* means to lease, to sublease, to let or otherwise to grant the right to occupy premises not owned by the occupant in exchange for payment or other consideration.

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(p) *Rental housing* means any real property, consisting of one or more dwelling units, which is required to obtain a license or permit pursuant to the provisions of Article 7 of Chapter 5 of the Code.

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(q) *Respondent* means the individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the city.

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(s) *Sexual orientation* means an individual's actual or perceived (by the individual or another) emotional, romantic, or sexual attraction to other people, such as heterosexual, homosexual, bisexual, pansexual or asexual.

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5-1202. Declaration of Policy.

(a) The right of an otherwise qualified individual to be free from discrimination because of that individual's race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is hereby recognized. This right shall include, but not be limited to, any of the following:

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(1) The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination.

(2) The right to the full enjoyment of any of the services, advantages or privileges of any place of public accommodation without wrongful discrimination.

(3) The right to engage in property transactions, including obtaining housing for rent or purchase and credit therefor, without wrongful discrimination.

(4) The right to exercise any right granted under this ordinance without retaliation.

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(b) To protect these rights, it is hereby declared to be the purpose of this article to extend the law to:

(1) prohibit discrimination and retaliation based upon sexual orientation and gender identity;

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(2) prohibit the enforcement of restrictive covenants that discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status or military status; and,

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(3) provide a local process for the acceptance, investigation and resolution of complaints of discrimination and retaliation arising hereunder.

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(c) To protect these rights, it is hereby declared that any construction after enactment of this article shall ensure individual privacy in all restrooms, public shower spaces and dressing rooms.

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5-1203. Unlawful Practices.

(a) It shall be an unlawful discriminatory practice for an employer, because of the sexual orientation or gender identity of an otherwise qualified individual, to refuse to hire or employ such individual, to bar or discharge such individual from employment or to otherwise discriminate against such individual in compensation or in terms, conditions or privileges of employment without a valid business necessity. This article shall not apply to employment by a religious organization that consists of religious teaching, ministry, or other religious duties or practices.

(b) It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions or privileges of the sale or lease of real property or the lease of rental housing, or in the provision of services or facilities in connection therewith, because of sexual orientation or gender identity or to discriminate against any individual in such individual's use or occupancy of rental housing because of the sexual orientation or gender identity of individuals with whom such individual associates. Nothing in this article shall prohibit a religious

organization or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, from limiting the sale, rental or occupancy of real property or rental housing which it owns or operates for other than a commercial purpose to individuals of the same religion, or from giving preference to such individuals.

(c) It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent or employee of any place of public accommodation to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages and accommodations to any individual because of sexual orientation or gender identity.

(d) It shall be an unlawful discriminatory practice for any homeowners association or owner of real property, including any agent of the owner, to enforce or seek to enforce or comply with any provision in a written instrument relating to the real property which purports to forbid or restrict the conveyance, encumbrance, leasing, ownership, occupancy or mortgaging of such real property to any person of a specified race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status or military status.

(e) It shall be a defense to any allegation of an unlawful discriminatory practice:

(1) that the individual or entity did not know the aggrieved individual's sexual orientation or gender identity;

(2) that the individual or entity acted in good faith and had reasonable grounds for believing that an act or omission was not a violation of this ordinance; or

(3) that any adverse action taken against the aggrieved individual would have been taken regardless of the individual's sexual orientation or gender identity (i.e. the aggrieved individual violated the law, a workplace rule, a lease provision or policy applicable to all similarly situated individuals, such as employees, lessees, customers, etc.).

(f) Nothing in this article shall:

(1) prohibit a fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodging to its members or from giving preference to its members;

(2) prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of Federal, State, or local law;

(3) require an employer to hire unqualified individuals or to retain employees when there is a legitimate non-discriminatory or non-retaliatory reason to terminate employment;

(4) be construed to prohibit an employer from requiring all of its employees, as a condition of employment, to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that employer requires an employee to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, an employee may simultaneously file a complaint with the city as provided in this ordinance; completion of the employer's procedures is not a pre-requisite to filing a complaint with the city;

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(5) be construed to require any person or entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law.

(6) be construed to prohibit an employer or place of public accommodation to post signs for restrooms and dressing rooms based on gender: ~~or~~.

(7) be construed to make it lawful to discriminate or retaliate against individuals on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status, or military status. Such discrimination and retaliation is not addressed in this article because federal and state law consistently address unlawful discriminatory and retaliatory practices related to those characteristics and provide a complaint, investigation and enforcement process for such discrimination and retaliation.

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5-1204. Enforcement.

(a) Any aggrieved individual by an alleged violation of this article may file a written complaint with the City Clerk that the individual has been, or is being, subject to an alleged unlawful discrimination practice as set forth in this article (or if a minor, through the minor's parent, legal guardian or attorney) by completing and signing the form provided by the city. The complaint shall state the names and contact information of the aggrieved individual, the individual(s) and/or business/businesses alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required by the city.

(b) The complaint form shall be submitted to the Investigator via hand-delivery, certified mail, email or fax, and shall only be considered complete if all information required by the city's form has been provided to the extent such information is reasonably available to the aggrieved individual.

(c) The complaint form must be filed within 60 days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within 60 days of the last act of discrimination.

(d) Upon receipt of a complete complaint, the investigator shall notify the respondent(s) of the complaint, providing sufficient details related to the complaint so the respondent(s) may respond. The investigator shall give the respondent(s) 30 days to file a written answer to the complaint, and to provide any documentation or evidence related to the complaint. The investigator may, at the request of respondent(s), extend the answer period an additional 30 days. If the respondent(s) charged with violating the provisions of this article is the city, the city will engage an independent investigator who shall not otherwise be an employee, agent, or contractor of the city and shall not have any association with the complainant or the respondent(s).

(e) Following the conclusion of the answer period, the investigator may initiate an investigation period, requesting that the complainant and/or respondent(s) provide additional information, documentation or testimony as needed to facilitate the investigation of the complaint. The investigator shall have the power to issue process and compel the production of documents. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances. This investigation period shall be concluded within 60 days of the investigator's last

request for information, unless the investigator notifies the complainant and the respondent(s) in writing of the need for additional time and reason(s) therefore.

(f) Within 30 days of the conclusion of the investigation period, the investigator will review all evidence received during the investigation and make a determination whether probable cause exists that the respondent(s) committed an unlawful discriminatory practice. The investigator will maintain all evidence received during the investigation for a period of two years after the deadline for appeal or completion of appeal, whichever is later.

(g) If the investigator finds that probable cause does not exist, then the investigator shall notify the complainant and the respondent(s), and no further action shall be taken by the city. The complainant may appeal the investigator's determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the investigator's written determination and a certified copy of all evidence received by the investigator during the investigation.

(h) If the investigator finds that probable cause exists that an unlawful discriminatory practice was committed by respondent(s), the investigator shall notify the complainant and respondent(s) and request conciliation and settlement. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within 60 days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing. The investigator may extend the time for signing a settlement agreement for good cause and with written notice to the parties.

(i) Upon referral to the hearing officer, the hearing officer shall schedule a hearing on the complaint. The parties shall be given at least ten days' written notice of the date, time and place of the hearing. At such hearing, the parties shall be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. The hearing officer shall have the power to administer oaths and to issue process and compel the attendance of any party or witness. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances.

(j) Following the conclusion of the hearing, the hearing officer may announce a determination or may take the matter under advisement for determination at a later date. Any determination of the hearing officer shall be in writing, shall be based upon preponderance of the evidence, and shall set forth the essential elements of the determination.

(k) If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of up to \$500.00, whichever is greater, for each violation. Each party is to bear their own attorneys' fees, if any.

(l) The hearing officer shall preserve all evidence presented at the hearing for a period of two years after the deadline for appeal or completion of appeal, whichever is later.

(m) Any party aggrieved by a determination of the hearing officer under this section may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the written determination of the hearing officer and a certified copy of all evidence presented at the hearing. On appeal, the district court may enter such order or judgment as justice shall require, and may award the prevailing party court costs and reasonable attorney fees incurred to prosecute or defend the appeal.

(n) The filing of a complaint for the alleged violation of this article or a response thereto shall in no way preclude any party from seeking other relief under state or federal law.

(o) Any individual making false, malicious, or unfounded accusations against an entity subject to this ordinance is guilty of a violation and upon conviction thereof shall be punished by a fine of \$100 for each such violation.

5-1205. 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.

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SECTION 2. Existing Roeland Park Municipal Code Sections 5-1201; 5-1202; 5-1203; and 5-1204 are hereby repealed and Section 5-1205 is added.

SECTION 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED by the City Council the ___ day of INSERT DATE. **APPROVED** by the Mayor.

Deleted: May 2019

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steven E. Mauer

ORDINANCE NO. __

**AN ORDINANCE RELATED TO NONDISCRIMINATION, AMENDING AND
REPEALING EXISTING CHAPTER V, ARTICLE 12, SECTIONS 5-1201; 5-1202; 5-
1203; AND 5-1204 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS AND
ADDING CHAPTER V, ARTICLE 12, SECTION 5-1205.**

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

WHEREAS, Roeland Park is a community that respects and actively seeks to welcome and protect all those who reside, visit or do business in our community; and,

WHEREAS, the governing body finds that providing protection against wrongful discrimination contributes to the creation of a diverse, welcoming community that promotes harmony and mutual respect, and otherwise promotes the health, safety and welfare of the citizens of Roeland Park; and,

WHEREAS, the governing body finds that discrimination based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status or military status is wrongful discrimination and inconsistent with the community's goals and values; and,

WHEREAS, local, state and federal laws provide protection against discrimination against certain classes of individuals in housing and state and federal laws provide protection against discrimination against certain classes of individuals in employment and public accommodations, and such laws provide a complaint and enforcement process for violations; and,

WHEREAS, although the United States Supreme Court held racially restrictive covenants unconstitutional in 1948, many documents involving properties in Roeland Park still contain covenants banning African Americans, Jews and other ethnic groups from ownership or occupancy; and,

WHEREAS, the City of Roeland Park desires to extend the law to prohibit enforcement of any restrictive covenant which forbids or restricts the conveyance, encumbrance, leasing or mortgaging of real property based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status or military status.

SECTION 1. Chapter V, Article 12, Sections 5-1201; 5-1202; 5-1203; and 5-1204 of the City of Roeland Park, Kansas is hereby amended and Section 5-1205 is added to read as follows:

CHAPTER V. – BUSINESS REGULATIONS

ARTICLE 12. – Prohibited Discrimination in Employment, Housing, and Public Accommodations.

5-1201. Definitions.

The definitions contained within the Kansas Acts Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall apply to this article unless specifically defined herein. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

(a) *Aggrieved individual* means any individual who has a good faith belief that such individual has been injured by an unlawful discriminatory practice.

(b) *City* means the City of Roeland Park, Kansas.

(c) *Code* means the Code of the City of Roeland Park, Kansas.

(d) *Days* means calendar days. If a deadline falls on a day city hall is not open (e.g. a weekend, a holiday recognized by the city, emergency closure) the deadline will be extended to the next day city hall is open.

(e) *Employee* means any individual employed by an employer, but does not include any individual employed by such individual's parents, spouse or child or in the domestic service of any individual. Employee also does not include an independent contractor.

(f) *Employer* means any individual or entity (e.g. corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing one or more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no religious organization or non-profit fraternal or social association/corporation shall be considered to be an employer.

(g) *Familial status* means persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or have resided together in the past, and persons who have a child in common regardless of whether they have been married or have lived together at any time.

(h) *Gender identity* means an individual's actual or perceived (by the individual or another) gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics regardless of the individual's designated sex at birth.

(i) *Hearing officer* means the City of Roeland Park Municipal Judge.

(j) *Homeowners Association* means an organization in a subdivision, planned community or condominium that makes and enforces rules for the properties and their residents.

(k) *Investigator* means the City of Roeland Park, Kansas Prosecutor.

(l) *Military status* means a person who is serving or has served in the uniformed services, and who, if discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2), or amendments thereto. Uniformed services is defined as set forth in 20 C.F.R. 1002.5(o), or amendments thereto.

(m) *Nonprofit fraternal or social association/corporation* means an association or corporation that meets all of the following requirements: (1) it is organized in good faith for social or fraternal purposes; (2) membership entails the payment of bona fide initiation fees or regular dues; (3) there exists a regularly established means of self-government by the members thereof clearly set forth in a constitution or by-laws adopted by the membership; (4) there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and (5) it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.

(n) *Place of public accommodation* shall include every establishment within the city that is open to the public and offers any product, service or facility. The term place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with one or more tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. The term place of public accommodation shall not, however, include: (1) a religious organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation which restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission.

(o) *Religious organization* means a church, mosque, temple, synagogue or other entity principally devoted to religious practice or religious teaching.

(p) *Rent* means to lease, to sublease, to let or otherwise to grant the right to occupy premises not owned by the occupant in exchange for payment or other consideration.

(q) *Rental housing* means any real property, consisting of one or more dwelling units, which is required to obtain a license or permit pursuant to the provisions of Article 7 of Chapter 5 of the Code.

(r) *Respondent* means the individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the city.

(s) *Sexual orientation* means an individual's actual or perceived (by the individual or another) emotional, romantic, or sexual attraction to other people, such as heterosexual, homosexual, bisexual, pansexual or asexual.

5-1202. Declaration of Policy.

(a) The right of an otherwise qualified individual to be free from discrimination because of that individual's race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status or military status is hereby recognized. This right shall include, but not be limited to, any of the following:

(1) The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination.

(2) The right to the full enjoyment of any of the services, advantages or privileges of any place of public accommodation without wrongful discrimination.

(3) The right to engage in property transactions, including obtaining housing for rent or purchase and credit therefor, without wrongful discrimination.

(4) The right to exercise any right granted under this ordinance without retaliation.

(b) To protect these rights, it is hereby declared to be the purpose of this article to extend the law to:

(1) prohibit discrimination and retaliation based upon sexual orientation and gender identity;

(2) prohibit the enforcement of restrictive covenants that discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status or military status; and

(3) provide a local process for the acceptance, investigation and resolution of complaints of discrimination and retaliation arising hereunder.

(c) To protect these rights, it is hereby declared that any construction after enactment of this article shall ensure individual privacy in all restrooms, public shower spaces and dressing rooms.

5-1203. Unlawful Practices.

(a) It shall be an unlawful discriminatory practice for an employer, because of the sexual orientation or gender identity of an otherwise qualified individual, to refuse to hire or employ such individual, to bar or discharge such individual from employment or to otherwise discriminate against such individual in compensation or in terms, conditions or privileges of employment without a valid business necessity. This article shall not apply to employment by a religious organization that consists of religious teaching, ministry, or other religious duties or practices.

(b) It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions or privileges of the sale or lease of real property or the lease of rental housing, or in the provision of services or facilities in connection therewith, because of sexual orientation or gender identity or to discriminate against any individual in such individual's use or occupancy of rental housing because of the sexual orientation or gender identity of individuals with whom such individual associates. Nothing in this article shall prohibit a religious

organization or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, from limiting the sale, rental or occupancy of real property or rental housing which it owns or operates for other than a commercial purpose to individuals of the same religion, or from giving preference to such individuals.

(c) It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent or employee of any place of public accommodation to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages and accommodations to any individual because of sexual orientation or gender identity.

(d) It shall be an unlawful discriminatory practice for any homeowners association or owner of real property, including any agent of the owner, to enforce or seek to enforce or comply with any provision in a written instrument relating to the real property which purports to forbid or restrict the conveyance, encumbrance, leasing, ownership, occupancy or mortgaging of such real property to any person of a specified race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status or military status.

(e) It shall be a defense to any allegation of an unlawful discriminatory practice:

(1) that the individual or entity did not know the aggrieved individual's sexual orientation or gender identity;

(2) that the individual or entity acted in good faith and had reasonable grounds for believing that an act or omission was not a violation of this ordinance; or

(3) that any adverse action taken against the aggrieved individual would have been taken regardless of the individual's sexual orientation or gender identity (i.e. the aggrieved individual violated the law, a workplace rule, a lease provision or policy applicable to all similarly situated individuals, such as employees, lessees, customers, etc.).

(f) Nothing in this article shall:

(1) prohibit a fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodging to its members or from giving preference to its members;

(2) prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of Federal, State, or local law;

(3) require an employer to hire unqualified individuals or to retain employees when there is a legitimate non-discriminatory or non-retaliatory reason to terminate employment;

(4) be construed to prohibit an employer from requiring all of its employees, as a condition of employment, to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that employer requires an employee to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, an employee may simultaneously file a complaint with the city as provided in this ordinance; completion of the employer's procedures is not a pre-requisite to filing a complaint with the city;

(5) be construed to require any person or entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law;

(6) be construed to prohibit an employer or place of public accommodation to post signs for restrooms and dressing rooms based on gender; or

(7) be construed to make it lawful to discriminate or retaliate against individuals on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status or military status. Such discrimination and retaliation is not addressed in this article because federal and state law consistently address unlawful discriminatory and retaliatory practices related to those characteristics and provide a complaint, investigation and enforcement process for such discrimination and retaliation.

5-1204. Enforcement.

(a) Any aggrieved individual by an alleged violation of this article may file a written complaint with the City Clerk that the individual has been, or is being, subject to an alleged unlawful discrimination practice as set forth in this article (or if a minor, through the minor's parent, legal guardian or attorney) by completing and signing the form provided by the city. The complaint shall state the names and contact information of the aggrieved individual, the individual(s) and/or business/businesses alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required by the city.

(b) The complaint form shall be submitted to the Investigator via hand-delivery, certified mail, email or fax, and shall only be considered complete if all information required by the city's form has been provided to the extent such information is reasonably available to the aggrieved individual.

(c) The complaint form must be filed within 60 days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within 60 days of the last act of discrimination.

(d) Upon receipt of a complete complaint, the investigator shall notify the respondent(s) of the complaint, providing sufficient details related to the complaint so the respondent(s) may respond. The investigator shall give the respondent(s) 30 days to file a written answer to the complaint, and to provide any documentation or evidence related to the complaint. The investigator may, at the request of respondent(s), extend the answer period an additional 30 days. If the respondent(s) charged with violating the provisions of this article is the city, the city will engage an independent investigator who shall not otherwise be an employee, agent, or contractor of the city and shall not have any association with the complainant or the respondent(s).

(e) Following the conclusion of the answer period, the investigator may initiate an investigation period, requesting that the complainant and/or respondent(s) provide additional information, documentation or testimony as needed to facilitate the investigation of the complaint. The investigator shall have the power to issue process and compel the production of documents. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances. This investigation period shall be concluded within 60 days of the investigator's last

request for information, unless the investigator notifies the complainant and the respondent(s) in writing of the need for additional time and reason(s) therefore.

(f) Within 30 days of the conclusion of the investigation period, the investigator will review all evidence received during the investigation and make a determination whether probable cause exists that the respondent(s) committed an unlawful discriminatory practice. The investigator will maintain all evidence received during the investigation for a period of two years after the deadline for appeal or completion of appeal, whichever is later.

(g) If the investigator finds that probable cause does not exist, then the investigator shall notify the complainant and the respondent(s), and no further action shall be taken by the city. The complainant may appeal the investigator's determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the investigator's written determination and a certified copy of all evidence received by the investigator during the investigation.

(h) If the investigator finds that probable cause exists that an unlawful discriminatory practice was committed by respondent(s), the investigator shall notify the complainant and respondent(s) and request conciliation and settlement. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within 60 days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing. The investigator may extend the time for signing a settlement agreement for good cause and with written notice to the parties.

(i) Upon referral to the hearing officer, the hearing officer shall schedule a hearing on the complaint. The parties shall be given at least ten days' written notice of the date, time and place of the hearing. At such hearing, the parties shall be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. The hearing officer shall have the power to administer oaths and to issue process and compel the attendance of any party or witness. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances.

(j) Following the conclusion of the hearing, the hearing officer may announce a determination or may take the matter under advisement for determination at a later date. Any determination of the hearing officer shall be in writing, shall be based upon preponderance of the evidence, and shall set forth the essential elements of the determination.

(k) If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of up to \$500.00, whichever is greater, for each violation. Each party is to bear their own attorneys' fees, if any.

(l) The hearing officer shall preserve all evidence presented at the hearing for a period of two years after the deadline for appeal or completion of appeal, whichever is later.

(m) Any party aggrieved by a determination of the hearing officer under this section may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the written determination of the hearing officer and a certified copy of all evidence presented at the hearing. On appeal, the district court may enter such order or judgment as justice shall require, and may award the prevailing party court costs and reasonable attorney fees incurred to prosecute or defend the appeal.

(n) The filing of a complaint for the alleged violation of this article or a response thereto shall in no way preclude any party from seeking other relief under state or federal law.

(o) Any individual making false, malicious, or unfounded accusations against an entity subject to this ordinance is guilty of a violation and upon conviction thereof shall be punished by a fine of \$100 for each such violation.

5-1205. 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. Existing Roeland Park Municipal Code Sections 5-1201; 5-1202; 5-1203; and 5-1204 are hereby repealed and Section 5-1205 is added.

SECTION 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED by the City Council the ___ day of [INSERT DATE]. **APPROVED** by the Mayor.

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steven E. Mauer

Item Number: New Business- VIII.-E.
Committee 2/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/17/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Appoint Lisa Brunner to the Planning Commission**
Item Type: Other

Recommendation:

To appoint Lisa Brunner as the Ward 1 Representative for the Planning Commission. Her application is below.

Details:

Committee Volunteer Form

Date	1/21/2020
First Name	Lisa
Last Name	Brunner
Address	5311 W. 49th Street
City	Roeland Park
State	KS
Zip	66205
Email	lisaannbrunner@gmail.com
Phone	913-515-9142
Place of Employment	self-employed attorney and mediator

How long have you been a resident of Roeland Park?	4 months
How much time do you have to devote per month?	whatever is required, within reason
Board & Committee Interest	I grew up in this part of town (I graduated from SMN in 1988). My wife and I recently moved here to be closer to family and the KC (my brother and mother live in Roeland Park) and we plan to stay for a very long time. I've already fallen in love with RP and would like to be a part of the city's future. I tell folks that this is the coolest part of town because of its location and good vibes, and the influx of young people to RP means we will continue to grow. I want to work with people who feel the same way, and the planning commission seems like a good place to be!
Select a Board or Committee	Planning Commission
Additional Comments	Gretchen Davis is the person who referred me to this opportunity

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: **Ordinances and Resolutions:- IX.-**
 A.
Committee **2/17/2020**
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/17/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Resolution 673 - City Purchasing Policy**
Item Type: Resolution

Recommendation:

To review the suggested changes to the purchasing policy regarding bidding, expenditure limits and the purchase of public art and adopt Resolution No. 673 as attached.

Details:

Since the meetings on January 21st and February 3rd, staff made updates to the purchasing policy to reflect the following changes:

1. Eliminating sealed bids unless required by state/federal law;
2. Changing the spending limit for Department heads to \$5,000;
3. Eliminating the clause on required maintenance for public art per the request of the Art Committee.

Staff also included an ethics provision to the policy so that its made clear that its important that staff follow the policy and not drive business to a specific vendor, for example (section V (I) on pg. 5).

In addition, the attached policy reduces the spending authority for directors from \$7,500 as originally proposed to \$5,000.

Finally, after meeting with the Art Committee, they indicated that each piece of art is unique and would have different conservation requirements. To remedy this issue, staff removed the provision from the purchasing policy that specifies a specific maintenance schedule for public art. This is not a purchasing policy item and the Art Committee stated they are working on a more detailed policy/procedure manual that would specify the maintenance and conservation requirements for all public art in the City. This will come before the Council at a future date.

According to 1-801 of our City Code, the purchasing policy is to be adopted by resolution. This

Resolution is attached.

City staff met with members of the Admin Committee in January to discuss possible updates to the City's purchasing policy. The changes involve three areas: 1) changing the thresholds for soliciting bids; 2) updating the expenditure limits; and 3) providing a section for the purchase of public art. The changes are detailed below and included in the attached red-lined policy and were reviewed by the Admin Committee.

1. **Bids.** When soliciting prices for a purchase, the goal is to have several submissions from various vendors to ensure a competitive bid. The current policy has the unintended consequence of limiting competition due to the onerous nature of the sealed bid process. Under the current policy, any vehicle we purchase or any piece of equipment over \$10,000 requires a sealed bid submission that complies with the requirements outlined in the specifications. The proposed changes will eliminate the need for sealed bids. For bids over \$10,001, staff will still provide specifications on the City website and solicit quotes from qualified vendors. Our City engineer will post advertisements for Heavy Construction projects on Drexil, which is a database of similar RFP/RFPs for contractors to review and bid on. We also added a new section to state that any item between \$2,501 and \$10,000 would require three informal price quotes.

Expenditure Threshold:	Current Policy	Proposed Change
No bids required, informal price quotes	Less than \$1,000	Less than \$2,500
Informal written/electronic price quotes required	N/A	\$2,501 - \$10,000
Formal written/electronic quotes required along with specifications on website and notice in the paper	\$1,000 - \$10,000	\$10,001+*
*Updated per Council 1/21/20		

2. Expenditure Limits. Staff suggests increasing the spending authorities for department heads and the city administrator while we update the bid thresholds. The suggestion is to update Department heads/directors to \$5,000 and any expenditures \$7,501 - \$15,000 would require approval of the administrator. The current limit for department heads is \$2,500. The Administrator's authority is currently \$7,500 and would be increased to \$15,000 for a single item. It will still be the practice of staff to bring new items that are unbudgeted over \$7,500 before Council for review and approval. The chart below details the spending authorities for our neighbors.

City	Director's Authority	Administrator's Authority	Council Approval
Merriam	\$5,000	\$30,000	\$30,000+
Mission Hills	N/A	\$15,000	\$15,000+
Prairie Village	\$2,500	\$10,000; \$10k-\$20k requires dept. head and Mayor approval	\$20,000+
Mission	\$1,000	\$10,000	\$10,000+
Fairway	No specific expenditure limits set. Items are approved during the annual budget and approved by Council as deemed necessary.		
Roeland Park - Current	\$2,500	\$7,500	\$7,500+

Roeland Park – Proposed	\$5,000	\$15,000	\$15,000+
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3. **Public Art Purchases.** The attached policy outlines a new component of the purchasing policy that identifies a procedure for the purchase of publicly displayed artwork. It states that the City's Arts Advisory Committee would make a recommendation for the purchase and placement of public art to the City Council, who will have final decision-making authority on location and purchase of temporary and permanent art, regardless of the price. Below are the components of that policy.

Public Art Purchases

1. *Public Art is publicly accessible original art that enriches the city and evokes meaning. This policy pertains to permanent and temporary art, displayed anywhere publicly accessible, such as city right-of-ways or parks, and is purchased and/or owned by the City.*
2. *The City's Art Advisory Committee will make recommendations for the purchase and placement of public art to the City Council.*
3. *The art should be appropriate for the proposed location taking into consideration the opportunity for damage due to vandalism or other man-made damage as well as general safety to the public.*
4. *The Arts Advisory Committee shall make a formal recommendation to the City Council at a workshop with a final decision to be made by the City Council at a future Council meeting.*
5. *This policy applies to all publicly displayed permanent and temporary installations.*

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"/> Resolution 673 - City Purchasing Policy	Cover Memo
<input type="checkbox"/> Purchasing Policy - Redline version	Cover Memo
<input type="checkbox"/> Purchasing Policy - Final Clean Version	Cover Memo

RESOLUTION NO. 673

**A RESOLUTION AMENDING AND ADOPTING A PURCHASING POLICY
FOR THE CITY OF ROELAND PARK**

WHEREAS, Sec. 1-801 of the City Code of Ordinances states that the Governing Body shall by resolution adopt a policy to provide internal guidelines and procedures to be followed in purchasing goods and services for the City; and

WHEREAS, the City adopted a purchasing policy in 2011, revised it in 2015; and

WHEREAS, the City is looking to amend its purchasing policy again in 2020 to reflect updated bidding threshold requirements, expenditure authorities for directors and the city administrator and including policy statements on the purchase of public art and ethical responsibilities of staff; now

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS, AS FOLLOWS:

Section 1. Adoption of the City of Roeland Park Purchasing Policy. The governing body of the City hereby adopts the Purchasing Policy, a copy of which is attached hereto as **Exhibit A**.

PASSED by the Governing Body of the City on February 17, 2020 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

**I. SCOPE**

This purchasing policy shall apply to all Officers and employees of all departments without exception. The policy shall include: (1) a statement of procedures to be followed in making purchases of goods and services, which statement shall be consistent with the policies contained herein; (2) limitations on the authority of employees and Officers to make purchases of goods and services and (3) a statement governing all budgeted expenditures for departments. Generally, however, it is the responsibility of the Department Head, with their Council appointed Committee Chair, to manage their budgets and to keep the Chair, the City Administrator/City Clerk and, when required, the City Council informed of significant and material expenditures. The City Administrator or his/her designee shall submit a monthly listing of expenditures in aggregate to the City Council for approval. So long as the Cash Basis Law and Budget Law are complied with, the failure to comply with the policy shall not be deemed to be an illegal expenditure of public funds.

II. PURPOSE

To establish a uniform policy for bid solicitation, purchase order system. This policy is intended to provide a method for the most prudent and effective expenditure of City funds and for maximum protection of the taxpayer.

III. RESPONSIBILITY

City Administrator

IV. POLICY**A. Purchasing**

1. A commodity or service should be obtained at the lowest cost possible consistent with the quality required to maintain efficient operations of city departments.
2. Even though the Governing Body approves a level of expenditures for any given program, that in itself is not a permit nor a directive to expend funds unless the need exists at the time of purchase and the item to be purchased is within the budget limits. Purchases will not be made only because funds are available.
3. No employee of any department shall make any purchase of an unbudgeted item without prior notice and approval from the Department Head who will in turn work with the City Administrator. The City Administrator will work with the Governing Body if the spending limit exceeds limits set per this policy. The Department Head will inform and receive consent in advance from the Governing Body for unbudgeted expenses when funds cannot be used from other approved sources within the department's approved annual budget. In general, even if an expense is considered unbudgeted, but necessary for the

fulfillment of a City program or project need, the unbudgeted item must be consistent with the established programs and projects approved by the City Council and established either by ordinance, policy or the annual budget and Capital Improvement Plan.

- B. Sustainable/Green Purchasing** – Purchases will be made in accordance with the City's Green Purchasing Policy (as adopted).

C. Local Preference Purchasing

Whenever possible the City of Roeland Park will make purchases of goods and services within the city limits. If the product can be found cheaper outside of city limits, the Roeland Park based business will be given the opportunity to match or beat those expenses. Exceptions to this policy can be considered if the product or service does not meet one of the following conditions:

- a.) The product is not available within the city limits
- b.) Buying locally increases the costs by more than a 2.5 percent cost variation.

- D. Bids or informal price quotes from a minimum of three (3) vendors will be taken for any single item purchased for the following amounts and by the following method:**

1. *Open Market Purchases:* No bids will be required for any single item costing less than ~~\$12,050~~\$500. All departments are encouraged to solicit three (3) informal written price quotes.

1-2. *Competitive Informal Quotes:* Three informal written or electronic price quotes will be required for any single item costing between \$2,501 and \$10,000.

2-3. *Competitive Formal Quotes:* ~~Informal~~ Formal written or electronic price quotes will be required for any single item costing ~~\$10,001~~\$1,000 or more, ~~but less than \$10,000~~. The City will post notice of the opportunity for quotes along with specifications on the City's website in addition to soliciting quotes from known qualified vendors and/or service providers and firms that have registered with the City to receive notifications for quotes.

3-4. *For any single item costing \$10,000 or more, bids must be solicited by a notice in the paper and sealed bids will be received and opened by the City Clerk. The Council may choose to employ variants of the above purchasing options if an opportunity for greater competition exists, the item being purchased is highly specialized, or unique circumstances or changes in the marketplace would justify a variation. Sealed bids will not be required unless specifically mandated by Federal or State law; such as may be the case when receiving grants. The bid process followed shall comply with applicable state or federal law.*

E. Exceptions:

1. The goods or services are available from only one vendor; or
2. It is advantageous to purchase through the purchasing contracts of other governmental agencies.
3. Professional services are being obtained pursuant to qualification-based selection.

F. Expenditure limitations will be set as follows:

1. Directors/Department Heads shall have the authority to spend up to ~~\$2,500~~\$5,000 on a single item. ~~\$2,501~~\$5,001 - ~~\$15,000~~\$7,500 will require approval by the City Administrator.

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City of Roeland Park - -Purchasing Policy

Effective 3/17/2015

2. City Administrator shall have the authority to spend up to ~~\$7,500~~\$15,000 on a single item.
 3. Council approval shall be required for purchases beyond ~~\$7,500~~\$15,001 for a single item unless the item is preapproved during the Budget process and the amount of the item falls within the parameters of the established budget.
- G. Expenditures Not Requiring special approval by the City Administrator or Council are:**
1. Expenditures of less than ~~\$72,500~~ not outlined in item F of this policy.
 2. Monthly or regular expenditures for contractual agreements such as, but not limited to, the following:
 - a.) Lease agreement payments
 - b.) Utility payments
 - c.) Debt service payments
 - d.) Motor Fuel
 - e.) Payroll liability payments
 3. Blanket purchase authority may be used for those merchants from whom many repetitive purchases are made, as supplies are required. Blanket purchase authority may be used for items such as, but not limited to, the following: Office Supplies, Salt, Asphalt, Auto Parts, Tires, Tree Service, and Printing. If there is more than one accessible supplier, the bids will be taken and awarded to the best bidder. Bids may be taken on a yearly basis.
 4. Emergency Purchases – An emergency shall be defined as situations when the department’s operations would be severely hampered if the purchase were not made immediately. In these instances, the purchase authority policy may be bypassed and the purchasing department will furnish a requisition as soon as possible. In these instances the City Administrator shall have the authority to approve purchases in excess of ~~\$7,515,000~~. “EMERGENCY” should be boldly written across the purchase requisition. The purchase authority process should only be bypassed in extreme emergencies with department head approval.
- H. Tax Exempt Status**
- The City is tax exempt as a political subdivision under Section 4221(b) of the IRS Code and K.S.A. 79-3606. Under Missouri Statute, the City’s exempt status is valid only when items purchased from Missouri vendors are delivered within the State of Kansas.
- I. Declaration of Surplus Property**
1. Department Heads shall notify the City Clerk in writing when there is equipment or supplies that are no longer of value to the department.
 2. Surplus property may be disposed through online or live auction or online sales sites. Sale of property will go to the highest legitimate offer.
 3. Department heads shall notify the Administrative office of the disposition of all items in order that fixed asset records may be maintained.
 4. The disposal of real-property must be authorized by the Governing Body.

J. Public Art Purchases

1. Public Art is publicly accessible original art that enriches the city and evokes meaning. This policy pertains to permanent and temporary art, displayed anywhere publicly accessible, such as city rights-of-way or parks, and is purchased and/or owned by the City.

2. The City's Art Advisory Committee will make recommendations for the purchase and placement of public art to the City Council.
3. The art should be appropriate for the proposed location taking into consideration the opportunity for damage due to vandalism or other man-made damage as well as general safety to the public.
4. The Arts Advisory Committee shall make a formal recommendation to the City Council at a workshop with a final decision to be made by the City Council at a future Council meeting.
5. This policy applies to all publicly displayed permanent and temporary installations.

V.K. PROCEDURES

- A-1.** Department heads shall maintain a list of qualified vendors for the purchase of routine or on-call services. A vendor may be deleted for late delivery, failure to meet specifications and failure to provide the necessary maintenance or service. The above will be noted and placed in the vendor file.
- B-2.** In no case shall vendors or bidders for goods and services purchased by the City have any direct familial, business or other monetary relationship to anyone serving as a Department Head or as a member of the City Council unless proper notification is made to the City Council in advance of the purchase and approval is given by the City Council to make an exception to this guideline.
- C-3.** The City Governing Body and/or the City Administrator has the right to refuse all or any part of the bid when it is felt it is in the best interest of the City.
- D-4.** The City Administrator may approve a single change order on Capital Improvements projects up to 10 percent of the contract value up to a maximum of \$20,000 to account for elements that were unknown at the time a work package was assembled.
- E-5.** An original invoice showing place, amount and date of purchase must accompany each purchase. All individual expenditures from the Department will be marked with the Department budget line item and initialed by the Department Head and/or City Administrator prior to submission for payment with the requisite documentation of the purchase.
- F-6.** Quotes will be furnished when repairs involve an insurance loss or claim
- G-7.** Petty cash fund may be used for the reimbursable purchase of miscellaneous small items of supplies or equipment, meals, and mileage, under control and supervision of the appropriate Department Head. Anyone being reimbursed for expenses with petty cash must furnish a receipt in order to be reimbursed. All reimbursements must be signed off by the designated petty cash custodian.
- H-8.** Certain goods or services are required on an "as needed" basis to enable departments to maintain their level of service. The invoice of service products purchased will be turned in to the Administrative Office within 24 hours. Examples are: sand and salt, asphalt, gravel, emergency needs, automobile parts and repairs.
- I-9.** The purchase of real property must be authorized by the Governing Body.
- J-10.** Any deviation of this purchasing policy shall be first approved by the City Administrator for items less than \$7,500.
- K-** The City Council at their discretion and for good cause shown can waive the purchasing policy.

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L. Ethics Provision

1. All City employees authorized to conduct purchasing activities on behalf of the City shall adhere to the highest degree of ethical standards, including the avoidance of nepotism. When engaged in the Competitive Informal or Competitive Formal Quote processes, no employee shall engage in or permit any illegal or improper purchasing practice, including, but not limited to, sharing price quote amounts with other vendors to gain either a better price or to award the contract to a specific vendor. Further, any employee having knowledge of any questionable practice shall immediately report this knowledge to their respective Department Head, the City Administrator, or where appropriate, to the Mayor. Engaging in or permitting unethical or illegal conduct constitutes grounds for disciplinary action in accordance with the City's disciplinary policies.
2. It shall not be a violation of the ethics provision to deploy cost savings efforts or value engineering prior to the award of a contract or the final selection of a vendor.

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**I. SCOPE**

This purchasing policy shall apply to all Officers and employees of all departments without exception. The policy shall include: (1) a statement of procedures to be followed in making purchases of goods and services, which statement shall be consistent with the policies contained herein; (2) limitations on the authority of employees and Officers to make purchases of goods and services and (3) a statement governing all budgeted expenditures for departments. Generally, however, it is the responsibility of the Department Head, with their Council appointed Committee Chair, to manage their budgets and to keep the Chair, the City Administrator/City Clerk and, when required, the City Council informed of significant and material expenditures. The City Administrator or his/her designee shall submit a monthly listing of expenditures in aggregate to the City Council for approval. So long as the Cash Basis Law and Budget Law are complied with, the failure to comply with the policy shall not be deemed to be an illegal expenditure of public funds.

II. PURPOSE

To establish a uniform policy for bid solicitation, purchase order system. This policy is intended to provide a method for the most prudent and effective expenditure of City funds and for maximum protection of the taxpayer.

III. RESPONSIBILITY

City Administrator

IV. POLICY**A. Purchasing**

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3. No employee of any department shall make any purchase of an unbudgeted item without prior notice and approval from the Department Head who will in turn work with the City Administrator. The City Administrator will work with the Governing Body if the spending limit exceeds limits set per this policy. The Department Head will inform and receive consent in advance from the Governing Body for unbudgeted expenses when funds cannot be used from other approved sources within the department's approved annual budget. In general, even if an expense is considered unbudgeted, but necessary for the

fulfillment of a City program or project need, the unbudgeted item must be consistent with the established programs and projects approved by the City Council and established either by ordinance, policy or the annual budget and Capital Improvement Plan.

B. Sustainable/Green Purchasing – Purchases will be made in accordance with the City's Green Purchasing Policy (as adopted).

C. Local Preference Purchasing

Whenever possible the City of Roeland Park will make purchases of goods and services within the city limits. If the product can be found cheaper outside of city limits, the Roeland Park based business will be given the opportunity to match or beat those expenses. Exceptions to this policy can be considered if the product or service does not meet one of the following conditions:

- a.) The product is not available within the city limits
- b.) Buying locally increases the costs by more than a 2.5 percent cost variation.

D. Bids or informal price quotes from a minimum of three (3) vendors will be taken for any single item purchased for the following amounts and by the following method:

1. *Open Market Purchases:* No bids will be required for any single item costing less than \$2,500. All departments are encouraged to solicit three (3) informal written price quotes.
2. *Competitive Informal Quotes:* Three informal written or electronic price quotes will be required for any single item costing between \$2,501 and \$10,000.
3. *Competitive Formal Quotes:* Formal written or electronic price quotes will be required for any single item costing \$10,001 or more. The City will post notice of the opportunity for quotes along with specifications on the City's website in addition to soliciting quotes from known qualified vendors and/or service providers and firms that have registered with the City to receive notifications for quotes.
4. The Council may choose to employ variants of the above purchasing options if an opportunity for greater competition exists, the item being purchased is highly specialized, or unique circumstances or changes in the marketplace would justify a variation. Sealed bids will not be required unless specifically mandated by Federal or State law; such as may be the case when receiving grants. The bid process followed shall comply with applicable state or federal law.

E. Exceptions:

1. The goods or services are available from only one vendor; or
2. It is advantageous to purchase through the purchasing contracts of other governmental agencies.
3. Professional services are being obtained pursuant to qualification-based selection.

F. Expenditure limitations will be set as follows:

1. Directors/Department Heads shall have the authority to spend up to \$5,000 on a single item. \$5,001 - \$15,000 will require approval by the City Administrator.
2. City Administrator shall have the authority to spend up to \$15,000 on a single item.

3. Council approval shall be required for purchases beyond \$15,001 for a single item unless the item is preapproved during the Budget process and the amount of the item falls within the parameters of the established budget.

G. Expenditures Not Requiring special approval by the City Administrator or Council are:

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3. Blanket purchase authority may be used for those merchants from whom many repetitive purchases are made, as supplies are required. Blanket purchase authority may be used for items such as, but not limited to, the following: Office Supplies, Salt, Asphalt, Auto Parts, Tires, Tree Service, and Printing. If there is more than one accessible supplier, the bids will be taken and awarded to the best bidder. Bids may be taken on a yearly basis.
4. Emergency Purchases – An emergency shall be defined as situations when the department's operations would be severely hampered if the purchase were not made immediately. In these instances, the purchase authority policy may be bypassed and the purchasing department will furnish a requisition as soon as possible. In these instances the City Administrator shall have the authority to approve purchases in excess of \$15,000. "EMERGENCY" should be boldly written across the purchase requisition. The purchase authority process should only be bypassed in extreme emergencies with department head approval.

H. Tax Exempt Status

The City is tax exempt as a political subdivision under Section 4221(b) of the IRS Code and K.S.A. 79-3606. Under Missouri Statute, the City's exempt status is valid only when items purchased from Missouri vendors are delivered within the State of Kansas.

I. Declaration of Surplus Property

1. Department Heads shall notify the City Clerk in writing when there is equipment or supplies that are no longer of value to the department.
2. Surplus property may be disposed through online or live auction or online sales sites. Sale of property will go to the highest legitimate offer.
3. Department heads shall notify the Administrative office of the disposition of all items in order that fixed asset records may be maintained.
4. The disposal of real-property must be authorized by the Governing Body.

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2. The City's Art Advisory Committee will make recommendations for the purchase and placement of public art to the City Council.

3. The art should be appropriate for the proposed location taking into consideration the opportunity for damage due to vandalism or other man-made damage as well as general safety to the public.
4. The Arts Advisory Committee shall make a formal recommendation to the City Council at a workshop with a final decision to be made by the City Council at a future Council meeting.
5. This policy applies to all publicly displayed permanent and temporary installations.

K. PROCEDURES

1. Department heads shall maintain a list of qualified vendors for the purchase of routine or on-call services. A vendor may be deleted for late delivery, failure to meet specifications and failure to provide the necessary maintenance or service. The above will be noted and placed in the vendor file.
 2. In no case shall vendors or bidders for goods and services purchased by the City have any direct familial, business or other monetary relationship to anyone serving as a Department Head or as a member of the City Council unless proper notification is made to the City Council in advance of the purchase and approval is given by the City Council to make an exception to this guideline.
 3. The City Governing Body and/or the City Administrator has the right to refuse all or any part of the bid when it is felt it is in the best interest of the City.
 4. The City Administrator may approve a single change order on Capital Improvements projects up to 10 percent of the contract value up to a maximum of \$20,000 to account for elements that were unknown at the time a work package was assembled.
 5. An original invoice showing place, amount and date of purchase must accompany each purchase. All individual expenditures from the Department will be marked with the Department budget line item and initialed by the Department Head and/or City Administrator prior to submission for payment with the requisite documentation of the purchase.
 6. Quotes will be furnished when repairs involve an insurance loss or claim
 7. Petty cash fund may be used for the reimbursable purchase of miscellaneous small items of supplies or equipment, meals, and mileage, under control and supervision of the appropriate Department Head. Anyone being reimbursed for expenses with petty cash must furnish a receipt in order to be reimbursed. All reimbursements must be signed off by the designated petty cash custodian.
 8. Certain goods or services are required on an "as needed" basis to enable departments to maintain their level of service. The invoice of service products purchased will be turned in to the Administrative Office within 24 hours. Examples are: sand and salt, asphalt, gravel, emergency needs, automobile parts and repairs.
 9. The purchase of real property must be authorized by the Governing Body.
 10. Any deviation of this purchasing policy shall be first approved by the City Administrator for items less than \$7,500.
- L. The City Council at their discretion and for good cause shown can waive the purchasing policy.

M. Ethics Provision

1. All City employees authorized to conduct purchasing activities on behalf of the City shall adhere to the highest degree of ethical standards, including the avoidance of nepotism.

When engaged in the Competitive Informal or Competitive Formal Quote processes, no employee shall engage in or permit any illegal or improper purchasing practice, including, but not limited to, sharing price quote amounts with other vendors to gain either a better price or to award the contract to a specific vendor. Further, any employee having knowledge of any questionable practice shall immediately report this knowledge to their respective Department Head, the City Administrator, or where appropriate, to the Mayor. Engaging in or permitting unethical or illegal conduct constitutes grounds for disciplinary action in accordance with the City's disciplinary policies.

2. 2. It shall not be a violation of the ethics provision to deploy cost savings efforts or value engineering prior to the award of a contract or the final selection of a vendor.