

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
March 1, 2021 6:00 PM

- | | | |
|--|---|--|
| <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

Brauer
Hill

Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Citizens Comments

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

II. Consent Agenda

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

A. Appropriations Ordinance #969

B. Council Minutes February 15, 2021

III. Business From the Floor

A. Applications / Presentations

1. Presentation from United Methodist Church on Food Pantry Program

IV. Mayor's Report

- A. Heroes Week Proclamation

V. Workshop and Committee Reports

VI. Reports of City Liaisons

VII. Unfinished Business

VIII. New Business

- A. Award Contract for 2021 Street Maintenance - UBAS
- B. Award Contract for 2021 Street Maintenance - Chipseal
- C. Award Contract for Reinhardt Street Project
- D. Award Bid for Police Radio Upgrade/Replacement
- E. Council Direction on Use of Aldi 1% for Art Funds, and Other Funding For Mural on 47th Street Retaining Wall and Aldi Stairs
- F. Appointment of Art Committee Member Lynda Leonard as Gallery Director/Art Commissioner

IX. Ordinances and Resolutions:

- A. Ordinance 1008 - Prohibiting Tobacco Products at Parks and Recreation Facilities
- B. Ordinance 1009 - Unite Franchise Renewal

X. Reports of City Officials:

- A. JOCO Housing Task Force Report
- B. COVID Report

XI. Workshop Items:

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

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

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.
- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item
1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.
 2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.
- D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council

Members present, be subject to removal from that meeting.

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

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

Item Number: Pledge of Allegiance- -A.
Committee 3/1/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

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

Item Type:

Recommendation:

See instructions to log in below.

Details:

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

Roeland Park City Council Meeting and Workshop

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/RoelandParkCouncil/roeland-park-city-council-meeting-and-workshop>

You can also dial in using your phone.

United States: +1 (669) 224-3412

Access Code: 719-374-005

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/719374005>

Please join my meeting from your computer, tablet or smartphone.

Please use these tips while listening in:

1) Please be sure to mute yourself.

2) We recommend logging in a couple minutes early to test the app. The meeting will be recorded.

3) If you're able to, joining the meeting through the online portal is best so you can see the screen and listen in. If you have trouble with audio, you can call in as well as use the web-based meeting app.

4) We will allow public comment at the beginning of the Council Meeting. If you would like to make a public comment, please log or call into the meeting five minutes early so we can get your name and call on you when it's time to make a public comment. If you are logged in online, you can also make your request to speak known using the chat function in the app.

5) Unless called upon or requesting to speak, we ask that audience members abstain from speaking or adding commentary to the chat function so we can maintain an orderly and efficient meeting.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Consent Agenda- II.-A.
Committee 3/1/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #969**
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 #969	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 25, 2021

Appropriation Ordinance - 3/1/2021 - #969

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 1st day of March, 2021.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

147,963.42

Appropriation Ordinance - 3/1/2021 - #969

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
Vendor	Dept	Account	Account Description	Reference	Date	Distribution Amount	Check #	Check Amount
ADP, Inc.	101	5214.101	Other Contracted Services	574977299	02/24/21	240.68	71834	240.68
Advance Auto Parts	102	5260.102	Vehicle Maintenance	4757 1/31/21	02/24/21	172.11	71835	284.83
Advance Auto Parts	106	5260.106	Vehicle Maintenance	4757 1/31/21	02/24/21	69.86		
Advance Auto Parts	106	5260.106	Vehicle Maintenance	5128104526991	02/24/21	42.86		
Airgas USA, LLC	106	5318.106	Tools	9977325596	02/24/21	22.36	71836	22.36
Alissa's Flowers, Fashions & Interi	101	5267.101	Employee Related Expenses	6459	02/17/21	65.07	71821	65.07
All Copy Products, Inc.	102	5214.102	Other Contracted Services	71451154	02/24/21	322.50	71837	645.00
All Copy Products, Inc.	105	5214.105	Other Contracted Services	71451154	02/24/21	322.50		
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	D276597	02/24/21	911.22	71838	911.22
Athco, LLC	300	5470.300	Park Maint/Infrastructure	23633IN	02/24/21	135.00	71839	135.00
Mark Babcock	102	5210.102	Maintenance & Repair Building	2/24/21 Ck Req	02/24/21	23.48	71840	23.48
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761166289	02/17/21	1,866.43	71822	1,866.43
Boelte-Hall, LLC	101	5208.101	Newsletter	2130322	02/24/21	1,827.34	71841	1,827.34
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1061872	02/17/21	611.90	71823	611.90
Central Salt	270	5303.270	Sand and Salt	PSI19-28120	02/17/21	1,382.58	71824	1,382.58
Central Salt	270	5303.270	Sand and Salt	PSI1928820	02/24/21	1,349.36	71842	3,951.33
Central Salt	270	5303.270	Sand and Salt	PSI1928938	02/24/21	2,601.97		
Occupational Health Centers of the	102	5207.102	Medical Expense & Drug Testing	2/11/21	02/24/21	140.50	71843	140.50
Confluence, Inc.	101	5209.101	Professional Services	20326	02/24/21	1,114.25	71844	1,114.25
Constellation Newenergy- Gas Div	220	5289.220	Natural Gas	3116752	02/24/21	465.50	71845	465.50
Dash Medical Gloves	102	5307.102	Other Commodities	INV1227508	02/24/21	300.90	71846	300.90
DeWitt Patrick Mayfield	103	5209.103	Professional Services	2/17/21	02/24/21	150.00	71847	150.00
Eligius Bronze	300	5470.300	Park Maint/Infrastructure	1015799	02/24/21	750.00	71848	750.00
Galls, LLC	102	5308.102	Clothing & Uniforms	17663605	02/24/21	294.94	71849	984.86
Galls, LLC	102	5308.102	Clothing & Uniforms	17669924	02/24/21	689.92		
GBA Architects Engineers	370	5457.370	CARS 2020 - Roe	61086	02/24/21	19,767.01	71850	19,767.01
KACE	104	5206.104	Travel Expense & Training	2/12/21 Renewal	02/24/21	60.00	71851	60.00
KAW Valley Engineering Inc.	370	5457.370	CARS 2020 - Roe	C33921	02/17/21	501.00	71825	501.00
Kansas Gas Service	101	5289.101	Natural Gas	2/11/21 Multi	02/17/21	542.00	71826	1,487.46
Kansas Gas Service	106	5289.106	Natural Gas	2/11/21 Multi	02/17/21	945.46		
Kansas Gas Service	220	5289.220	Natural Gas	2518 2/8/21	02/24/21	267.86	71852	267.86
Klein Enterprises	300	5473.300	RPAC Improvements	2/8/21	02/24/21	900.00	71853	900.00
Kansas Secretary of State	102	5250.102	Insurance & Surety Bonds	2/24/21 Ck Req	02/24/21	25.00	71854	25.00
Lamp, Ryneearson & Assoc., Inc.	270	5209.270	Professional Services	321001010000001	02/17/21	4,365.88	71827	28,593.85
Lamp, Ryneearson & Assoc., Inc.	300	5421.300	Street Maintenance	321001030000001	02/17/21	4,825.40		
Lamp, Ryneearson & Assoc., Inc.	290	5425.290	Other Capital Outlay	320010300000007	02/17/21	214.00		
Lamp, Ryneearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	320001040000008	02/17/21	9,565.37		
Lamp, Ryneearson & Assoc., Inc.	360	5442.360	Building Improvement	320010300000007	02/17/21	1,917.50		
Lamp, Ryneearson & Assoc., Inc.	370	5457.370	CARS 2020 - Roe	321001020000001	02/17/21	4,201.00		

Lamp, Rynearson & Assoc., Inc.	300	5475.300	Stairway	32000106000003	02/17/21	3,504.70		
The Legal Record	101	5204.101	Legal Printing	L89553	02/17/21	15.82	71828	15.82
The Legal Record	101	5204.101	Legal Printing	L89512	02/24/21	19.81	71855	19.81
Kansas City Series of Lockton Co., Inc.	102	5250.102	Insurance & Surety Bonds	18945230	02/17/21	50.00	71829	50.00
Moss Printing	101	5301.101	Office Supplies	14452	02/24/21	69.00	71856	69.00
Municode	101	5214.101	Other Contracted Services	354312	02/17/21	550.00	71830	550.00
Norris Equipment Co., LLC	106	5211.106	Maintenance & Repair Equipment	62955	02/17/21	252.52	71831	252.52
Norris Equipment Co., LLC	360	5315.360	Machinery & Auto Equipment	62953	02/24/21	4,100.00	71857	9,684.50
Norris Equipment Co., LLC	360	5315.360	Machinery & Auto Equipment	62954	02/24/21	5,584.50		
Office Products Alliance	101	5301.101	Office Supplies	2694950	02/17/21	275.00	71832	275.00
Principal Life Insurance Co.	107	5130.107	City Paid Life/ST Disability	10001 2/14/21	02/24/21	62.64	71858	62.64
Wex Bank	104	5302.104	Motor Fuels & Lubricants	70173207	02/17/21	25.87	32630	570.67
Wex Bank	106	5302.106	Motor Fuels & Lubricants	70173207	02/17/21	544.80		
Jose Julio Salazar	103	5242.103	Restitution	2/17/21 Man Ck	02/17/21	100.00	32631	100.00
Staples	101	5301.101	Office Supplies	8061271501	02/24/21	280.38	71859	280.38
St. Luke's Hospital	102	5207.102	Medical Expense & Drug Testing	1928 2/5/21	02/24/21	84.00	71860	84.00
Strasser True Value	106	5259.106	Traffic Control Signs	2/19/21	02/24/21	60.00	71861	78.41
Strasser True Value	106	5306.106	Materials	2/15/21	02/24/21	18.41		
Terminix Processing Center	106	5214.106	Other Contracted Services	404888554	02/24/21	68.00	71862	68.00
UDI Institute	101	5209.101	Professional Services	2/17/21	02/24/21	2,000.00	71863	2,000.00
US BANK	510	5203.510	Printing & Advertising	Jones 1/25/21	02/24/21	104.00	32629	2,840.73
US BANK	220	5206.220	Travel Expense & Training	1/25/21 Nichols	02/16/21	275.00		
US BANK	106	5210.106	Maintenance & Repair Building	1/25 Vandebos	02/16/21	94.71		
US BANK	106	5210.106	Maintenance & Repair Building	1/25 Vandebos	02/16/21	264.00		
US BANK	290	5210.290	Maintenance And Repair Building	1/25/21 Mootz	02/16/21	210.00		
US BANK	290	5210.290	Maintenance And Repair Building	1/25/21 Mootz	02/16/21	(210.00)		
US BANK	290	5210.290	Maintenance And Repair Building	1/25/21 Mootz	02/16/21	210.00		
US BANK	106	5259.106	Traffic Control Signs	1/25/21 Scharff	02/16/21	(16.42)		
US BANK	106	5259.106	Traffic Control Signs	1/25/21 Scharff	02/16/21	(16.42)		
US BANK	102	5267.102	Employee Related Expenses	1/25/21 Morris	02/16/21	201.00		
US BANK	101	5301.101	Office Supplies	1/25 Vandebos	02/16/21	9.97		
US BANK	101	5301.101	Office Supplies	Jones 1/25/21	02/24/21	20.94		
US BANK	101	5301.101	Office Supplies	Jones 1/25/21	02/24/21	(11.99)		
US BANK	106	5302.106	Motor Fuels & Lubricants	1/25 Vandebos	02/16/21	58.92		
US BANK	106	5302.106	Motor Fuels & Lubricants	1/25 Vandebos	02/16/21	(58.92)		
US BANK	101	5305.101	Dues, Subscriptions, & Books	Jones 1/25/21	02/24/21	(18.06)		
US BANK	102	5305.102	Dues, Subscriptions, & Books	1/25/21 Morris	02/16/21	100.00		
US BANK	102	5305.102	Dues, Subscriptions, & Books	1/25/21 Morris	02/16/21	190.00		
US BANK	106	5305.106	Dues, Subscriptions, & Books	1/25/21 Scharff	02/16/21	760.00		
US BANK	220	5305.220	Dues, Subscriptions, & Books	1/25/21 Nichols	02/16/21	75.00		
US BANK	104	5403.104	Office Equipment	Jones 1/25/21	02/24/21	599.00		
Water District No 1 of Johnson County	101	5287.101	Water	2/19/21 Multi	02/24/21	57.51	71864	229.85
Water District No 1 of Johnson County	106	5289.106	Natural Gas	2/19/21 Multi	02/24/21	172.34		
WCA Waste Corporation	115	5272.115	Solid Waste Contract	990000789552	02/17/21	45,685.65	71833	45,685.65

Wholesale Batteries, Inc.	106	5211.106	Maintenace & Repair Equipment	434148	02/24/21	157.15	71865	157.15
KPERS	101	2040.101	KPERS Accrued Employee	2/18/21	02/24/21	6,606.36		6,606.36
KP&F	101	2045.101	KP&F Employee Withholding Payab	2/18/21	02/24/21	8,911.52		8,911.52
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Recurring EFT	02/20/21	1,896.00		1,896.00
						147,963.42		

Item Number: Consent Agenda- II.-B.
Committee 3/1/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Council Minutes February 15, 2021**
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
□ Council Minutes February 15, 2021

Type
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 15, 2021 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

Brauer
Hill

Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

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

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. All Councilmembers were present. Staff members present were City Administrator Moody, Assistant City Administrator Jones-Lacy, Public Works Director Scharff, Police Chief Morris, Parks and Recreation Superintendent Nichols, Management Intern Verbrugge, Building Inspector Jacobson, City Attorney Mauer, and City Clerk Nielsen.

Modification of Agenda

There were no modifications to the agenda.

I. Citizen Comments

Emma Green (5444 Linden) Ms. Green said she is grateful to live in a community that is working with its neighbors and leaders in making their City more welcoming to immigrants. Ms. Green said the police policies and the ordinance passed need to be brought in line and reflect the tone of the safe and welcoming Roeland Park. She said as written the police can cooperate with ICE on jail holds when there is not public threat to safety and allow for the collection and sharing of information about an individual's immigration status. She felt this is harmful to the relationship between the police and the community and does not focus on serious criminals. She also said there is no clear definition as to what constitutes a public safety threat. Ms. Green said she is proud of the work that is being done in Roeland Park.

II. Consent Agenda

- A. Appropriations Ordinance #968**
- B. Council Minutes February 1, 2021**

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

III. Business from the Floor

A. Applications/Presentation

1. Legislative Update from Representative Rui Xu

Mayor Kelly introduced Rui Xu, their representative for the 25th District of Kansas. He said he is proud to have him representing them in Topeka.

Representative Xu said there are a lot of things to do. Currently S.B. 22 is before them and he said that it is a very bad tax bill in that it blows up the state budget. It increases the budget to \$470 million in year 1 and over three years up to \$1 billion. They are also discussing the property tax lid repeal and truth in taxation. Also of concern is a series of school voucher bills which could affect the Shawnee Mission School District, but they anticipate the Governor will veto it.

Mayor Kelly said he appreciated Rep. Xu's work on opposing bad tax bills. He also appreciates the recognition of home rule when it comes to taxation. Mayor Kelly mentioned Senate bill 24 and the need for home rule so that cities can make their own decisions as it relates to energy policies especially on their own buildings and that Roeland Park residents who want to take advantage of renewable opportunities can do so.

CMBR Faidley thanked Rep. Xu for his updates saying they were helpful, concise, and appreciated.

Mayor Kelly said Rep. Xu has an open invitation to come back to speak with the Council. Mr. Xu said he is grateful to work with such an engaged City Council.

2. Presentation from United Community Services of Johnson County on Racial Equity Pilot Program - Kathryn Evans

Kathryn Evans is the Manager of Special Projects for United Community Services of Johnson County (UCS). United Community Services has prioritized greater action to racial equity and the program started in Roeland Park is very timely. She said that racism has negative health consequences, affects education, and being able to have healthy food. She said this needs to be addressed as Johnson County continues to be more racially diverse. They need to be thoughtful now so that every person has access to safe housing, communities, an opportunity to build wealth, and to feel included and connected.

UCS has formed an internal committee to determine what they will offer to racial equity. They have developed a theory of action with a purpose and principles and how they would structure participation and practices in that action plan. UCS will launch the racial equity in cities program to provide planning, support, and technical assistance to jurisdictions as they incorporate their own racial equity, diversity, and inclusion initiatives.

The developed model program for jurisdictions is to be an enduring initiative. The core is a community of practice with five to six jurisdictions. They will receive a range of support and technical support from UCS and various other partners. They will learn with and from their colleagues in other

jurisdictions. The plan is to launch the pilot program in the first quarter of 2021. Ms. Evans also reviewed the pooled funding needed to run the program.

Mayor Kelly said he appreciates this opportunity and Roeland Park is just at the beginning of their work. He said that any resources would be incredibly helpful to the City. He asked what other Johnson County cities are participating. Ms. Evans said that Lenexa, Mission, Prairie Village, and Johnson County Government are getting involved.

CMBR Faidley asked they see UCS' pilot project working with their established Racial Equity Committee. Ms. Evans sees that as being a close relationship and one reason they wanted to invite Roeland Park in the pilot program is because of their active committee.

Mayor Kelly asked what the next steps would be, the City's financial commitment, and a timeline for action to sending a representative from the City. He said they could put this item on the next Workshop agenda in March if Ms. Evans would come back with more information. Ms. Evans said the estimated financial commitment for the City is calculated to be \$4,000 to \$6,000 in the pilot program. The timeline is dependent on when they can get enough resources from pooled funding to pay for the balance of the consultants and facilitators who are giving their donation in kind.

CMBR Rebne said he appreciates that UCS is out there in support of area jurisdictions and that they are also recognizing racial equity in relation to health outcomes, which is an important thing to tie in. He felt this is something they should invest in as a community.

Ms. Evans said they are cheering on Roeland Park and think they are doing well.

The item will be planned for the March Workshop and they hope to have the Racial Equity Committee weigh in and to be able to certify Roeland Park's commitment at that time.

CMBR Madigan asked if the Racial Equity Committee is keeping minutes and posting them? Ms. Jones-Lacy said audio recordings of the meetings are online as well as the minutes.

3. Update on Dynamhex Project

Ms. Jones-Lacy said that Sunny Sanwar with Dynamhex will providing an update on the City's tool to measure and track greenhouse gas emissions. The dashboard went live on the City's website February 1 and allows both the City and individual residents keep track of the City's carbon emissions. Another feature of the tool is that residents can look at their own household and determine their own carbon footprint. They hope from this there will be an increase in solar and electric vehicles with the hope to make an impact to reach their goal adopted earlier in Resolution 676 reducing carbon emissions 28 percent by 2025.

Mr. Sanwar reviewed the tool on the City website. He said there is also information to learn the City's climate goals and a few informational videos as well as how to use the tool. Mr. Sanwar reviewed the many options on the tool. For a more detailed look visit <https://roelandpark.net/384/Carbon-Emissions-Dashboard>

Mayor Kelly thanked Mr. Sanwar and Dynamhex for their work and empowering them as a City and also as an individual homeowner. As further plans develop or goals come forth, he would appreciate Mr. Sanwar continuing to implement those into the tool.

CMBR Rebne said he explored the tool and said it was something motivating. He also asked if there was a way to see how his individual emissions tracks with the Paris goal or even the City's goal, and whether his contribution is in proportion with the City. Mr. Sanwar said measuring a building's footprint in relation to the entire City is something they can do.

Mr. Sanwar thanked Roeland Park for working with them and said they have been getting good media attention and anticipates this being in the *New York Times*.

Mayor Kelly thanked Dynamhex for helping them gather the data to empower the citizens for a healthier City and he looks forward to continuing to work together.

IV. Mayor's Report

A. Black History Month Proclamation

Mayor Kelly thanked Haile Sims, Chair of the Roeland Park Ad Hoc Racial Equity and Inclusion Committee for his work and asked him to accept the proclamation on behalf of committee. The contents of the proclamation are included in the agenda packet.

Mayor Kelly said he has been excited to see the results from the committee and declared February 2021 to be Black History Month in Roeland Park.

Mr. Sims thanked the Governing Body on behalf of racial advocacy and the awareness group of Johnson County and was proud to accept the proclamation.

MOTION: CMBR FAIDLEY MOVED AND CMBR DICKENS SECONDED TO APPROVE THE PROCLAMATION MAKING FEBRUARY 2021 AS BLACK HISTORY MONTH IN THE CITY OF ROELAND PARK. (THE MOTION CARRIED 8-0)

V. Reports of City Liaisons

A. Ad Hoc Police Policy Review Committee

Lisa Brunner, Chair of the Police Policy Review Committee said that Haile Sims has been a big part of this committee and recognized all his hard work.

Ms. Brunner said they reviewed Chapter 2, Administrative Policies. One section of interest is Section 203 regarding the training policy. It calls for a training committee with a scope of training to meet minimum standards. She said she has learned from working with Police Chief Morris, Sgt. Chaffee, and the committee that the Police Department already goes above and beyond Kansas requirements. Almost every officer is crisis intervention trained even though they do not have to be. Most of the calls they receive are for situation diffusion and it does require those mediation and de-escalation skills. Police Chief Morris added that 18 officers out of 20 are CIT trained to be equipped to handle those types of situations.

CMBR Faidley asked if the Police Department currently has a training sergeant.

Police Chief Morris said that Sgt. Honas would be considered the training sergeant. The sergeants in the departments all have dual purpose assignments with specialties in areas such as weapons, traffic, et cetera.

Ms. Brunner said there are about 32 policies left to present to the committee. Ten of those are within the scope of the committee's purpose. They are also on track to have all of the policies presented to their committee by the end of March with a final report to City Council at some point in April.

Ms. Brunner also responded to Emma Green's public comment made at the beginning of the meeting. She said they do have an immigration police policy that has not gone through the committee yet. She was correct in her comments in the way the policy is currently written. It is currently in the hands of City Attorney Alex Felzein and Catalina Velarde, Board Chair at El Centro, who is also an attorney, are working on getting it in line with the ordinance that was passed earlier in January. At their next meeting, the committee will get a chance to review the revisions.

Mayor Kelly said he appreciates the work the committee, Chief Morris and Sgt. Chaffee have put into this.

B. Ad Hoc Racial Equity Committee Update

Committee Chair Haile Sims reported that they have been moving forward in their last couple of meetings. They have adopted the following four goals:

- Develop economic and workforce opportunities for businesses and employees of color and identify any obstacles that may exist.
- To establish that Roeland Park is an open and welcoming community to people of all races and backgrounds, where acting on racist beliefs is not tolerated.
- Focus on developing racial bias and equity education and outreach for City staff, elected/appointed officials and residents.
- Create more community engagement activities that involve our Police Department to facilitate building strong relationships with the community.

From this framework they have developed a list of 29 items they want to work on and will provide ongoing reports to the Council of the work they have done.

They will also be sending out a survey to the community to get feedback on what people are expecting from them as a committee.

CMBR Faidley said they are doing extraordinarily important work and she appreciates what they are doing. She said the concept of the survey is interesting and asked how it will be disseminated. Mr. Sims said they will advertise on social media formats. They do not want it limited to only Roeland Park residents, but those that travel here to shop and work, all of those that come to Roeland Park.

Mayor Kelly asked if it is the committee's intent to gather demographic information. Mr. Sims said it will be an anonymous survey, but it will ask some demographic questions and whether they are a resident or an employee.

CMBR Madigan asked who the keeper of the data would be. Mr. Sims said the City will receive and maintain the responses.

Mayor Kelly asked that Mr. Sims coordinate with Mr. Moody on the timing of their survey with their upcoming Citizen Satisfaction Survey. Mr. Sims said the plan is not to overlap and understands the Mayor's concern.

Ms. Jones-Lacy added they will issue the survey before the citizen in early March. It will be published through social media and on the City's website. They hope to push it out through different mediums like Google or Constant Contact.

Mr. Sims brought a request to make them a standing committee to continue to tackle to issues to make Roeland Park a better place to live, play and work. He added that in addition to Black History Month, they would also like to recognize, women, Hispanics, and others which certainly gives them plenty of work to do.

Mayor Kelly said he appreciates the request. He noted that they are at the beginning of this process and it is incumbent that it be ongoing. He said it is clear there is a lot of continuing work to be done by the Racial Equity Committee and he would like to see an ordinance prepared at Workshop. He will work with the City Attorney to do that for presentation to the Council Committee.

CMBR Madigan seconded the idea.

VI. Unfinished Business

There was no unfinished business discussed.

VII. New Business

A. Award Bid for ADA Improvements at City Hall

City Administrator Moody reviewed the bid alternates budgeted out of TIF 2 and which need to be utilized before it expires the end of 2021. Even after including Alternates 2 and 3, the TIF fund will still have a reserve of \$18,000.

CMBR Faidley asked about the pump, its longevity and the water supply. City Administrator Moody said they will go through the ceiling to get the water supply and waste to a gravity line. He said the line will not be carrying a lot of water as it is used mostly for hand washing and rinsing out a coffee pot. With that type of use, they expect a lifespan of ten years on the pump.

Kelly Stindt with SRS Architecture agreed with the ten-year lifespan on pump given that it is not a high use area.

Ms. Jones-Lacy added that the upgrades include universal design elements. She said it was agreed that the City would lead by example and this is their first opportunity to do this.

CMBR Madigan asked if there will be a warning to tell them that the pump is not working. Ms. Stindt said she will need to confirm that. She said the mechanical plumbing subcontractor will supply the

specifications before any installation and they can follow through on a warning system during that phase of review.

MOTION: CMBR MCCORMACK MOVED AND CMBR FAIDLEY SECONDED TO APPROVE THE BID FROM B. DEAN CONSTRUCTION FOR ADA IMPROVEMENTS AT CITY HALL INCLUDING ALTERNATES 2 AND 3 PER STAFF RECOMMENDATIONS. (MOTION CARRIED 8-0)

B. Award Bid for 2021 CARS Project (Roe Mill and Overlay with Landscaping; City Hall Improvements)

City Administrator Moody reviewed the alternates as outlined in the packet. Alternate 2 allows for all the plants to be planted in the spring. There are 28,000 bulbs that are part of the bid package and cannot be planted until the fall. Trees will require ongoing water after the maintenance period and that responsibility will fall to the Public Works staff. A summary of the budget has been provided and this falls within budget. The project is also supported by CARS funding. Phase 2 will be covered primarily with 50/50 CARS money and then the Special Infrastructure Fund will cover the remainder. Alternate 2 allows them to complete the next two components of Roe Boulevard together to provide a more complete package for the residents.

Also included in the bid are parking lot improvements as the contractors will be doing asphalt work for Roe and this will save a little bit of money adding it to the bid. There is no reimbursement from CARS for the lot improvements and that portion will be segregated out.

Mayor Kelly thanked staff for finding efficiencies where they can.

CMBR Faidley asked if the company will come back in the fall to plant the 28,000 bulbs. Mr. Moody said the landscaping was rolled into project and then broken out. They did save money by doing that. City Administrator Moody also clarified there will likely be some alternative species planted because of the timing and that more hardy species and comparable substitutes are proposed. They will be keeping the design consistent even with substitutions.

MOTION: CMBR KELLY MOVED AND CMBR MCCORMACK SECONDED TO APPROVE THE BID FROM MCCONNELL & ASSOCIATES FOR THE 2021 CARS PROJECT-ROE BLVD MILL & OVERLAY & LANDSCAPING AND CITY HALL PARKING LOT IMPROVEMENTS INCLUDING ALTERNATE 2. (MOTION CARRIED 8-0)

C. Direction on Weed Control Approval for 2021 Season

At an earlier Committee meeting, the Governing Body asked for more information from Parks Superintendent Nichols on organic versus traditional weed control measures and also for recommendations from the Parks and Trees Committee

Laura Savage with the Parks and Trees Committee said they were recommending the traditional weed control measures to protect their \$122,000 investment of soccer fields and surrounding greenspaces. Jake's Lawn and Landscape has quoted \$8,970 for two chemical treatments in 2021 with Strike 3 that has an estimated 98 percent effective rate. The spray is safe after it has dried in about two hours. Jake's is recommending a two-year program with two applications annually to get the turf strong enough and then ending those applications and returning to something more organic.

CMBR Madigan asked if the amounts quoted were for R Park only. Mr. Nichols said the cost would cover all the green spaces in the City with the exception of Nall Park. They plan to leave Nall Park as a natural park with no treatments of any kind.

Mayor Kelly asked Mr. Nichols for his opinion. Mr. Nichols said it could work and as they transition away from traditional treatments. They may also need to seek overseeding and additional aeration. They will continue to work to help establish the grass in other ways than treating the weeds.

CMBR Dickens said he understands some residents may balk at traditional chemical treatments, but they have put a lot of money into these parks and greenspaces. He knows that organic is the preferred method, but it is not as effective. He is also intrigued by this compromise and trusts Strike 3 is safe once dry.

CMBR Faidley thanked Mr. Nichols for mentioning overseeding as this is a blended approach used by other cities. She wants to make sure they are not just approving the use of chemicals but also incorporating those other systems. Mr. Nichols has talked to Jake's Lawn and Landscape and this method has been done at the Community Center in the past. He said it was not part of the initial plan, but they are capable and willing to add in the weed management approach in the future. CMBR Faidley asked if the parkland around the Community Center and Aquatics Center would be treated the same and Nall Park is the only area not treated. Mr. Nichols reiterated that Nall Park will be kept natural and the rest of the greenspaces will use the traditional approach.

CMBR Madigan added that he has been a long-time Nall Park advocate and has participated in different removals of invasive plants. He thinks the idea is good to leave it natural, but they will have to monitor the park as they do not want to see it become weed central. He said he backs the Parks and Trees Committee's idea, but he does not want Nall Park to become the forgotten park once again.

Ms. Savage asked if in the spring they would be overseeding in R Park. Mr. Nichols said they will have additional seeding in all of the areas that did not establish in Phase 2. He said the perimeter of R Park is full of weeds and will require extra help. The front of Cooper creek will be left chemical free as Judy Hyde is establishing a monarch waystation there. He said Cooper Creek is CMBR Brauer's objective and they need to discuss no chemicals there. He also said the soil is very compacted and that will require aerating and a lot of seeding.

MOTION: CMBR DICKENS MOVED AND CMBR MCCORMACK SECONDED TO APPROVE THE TRADITIONAL APPROACH TO WEED CONTROL FOR THE 2021 SEASON. (MOTION CARRIED 7-1 WITH CMBR KELLY VOTING NO.)

D. Approve Engineering Task Order Roe Parkway Extension and Maintenance Project

CMBR Madigan asked if the improvements now include a sidewalk. City Administrator Moody said the Roe Parkway sidewalk improvements are incorporated in the scope where it connects at 58th Street all the way to the future connection with Roe Boulevard.

MOTION: CMBR MADIGAN MOVED AND CMBR KELLY SECONDED TO APPROVE THE ENGINEERING TASK ORDER UTILIZING \$113,000 OF TIF 3 RESOURCES. (MOTION CARRIED 8-0.)

E. Reappoint Toan Nguyen to the Community Engagement Committee

MOTION: CMBR REBNE MOVED AND CMBR DICKENS SECONDED TO REAPPOINT TOAN NGUYEN TO THE COMMUNITY ENGAGEMENT COMMITTEE. (MOTION CARRIED 8-0.)

F. Enhance Project Scope for Cooper Creek Improvements - Add Fence

CMBR Brauer said she has been speaking with Mr. Nichols about fencing as there are some severe drop-offs of 8-10 feet which are becoming more exposed as they eradicate more invasive plants. There is the fear that someone may fall and hurt themselves.

CMBR Faidley asked about the wintercreeper problem and if installing the fence before getting rid of the vines will be a problem. Mr. Nichols said the plan for the fence will be about six feet off of the streambank and should not interfere with the invasive plant species eradication efforts.

MOTION: CMBR BRAUER MOVED AND CMBR REBNE SECONDED TO ENHANCE THE COOPER CREEK IMPROVEMENTS TO INCLUDE A SPLIT-RAIL FENCE ALONG THE STREAMBANK AT A COST NOT TO EXCEED \$3,787.50. (MOTION CARRIED 8-0.)

VIII. Ordinances and Resolutions:

A. Ordinance 1007 - Right-of-Way Permitting Procedures and Requirements

The proposed ordinance provides for a minor code language for permitting to help streamline the process. The full information is as outlined in the packet.

MOTION: CMBR MADIGAN MOVED AND CMBR FAIDLEY SECONDED TO APPROVE ORDINANCE 1007- RIGHT-OF-WAY PERMITTING PROCEDURES AND REQUIREMENTS PER STAFF RECOMMENDATIONS (MOTION CARRIED 8-0.)

IX. Workshop Items

There were no Workshop Items discussed.

X. Reports of City Officials

A. COVID Update

City Intern Chris Verbrugge reported the state is now in Phase 2, Tier 1. Johnson County is now vaccinating those 65 and older. They will be opening up the opportunity to get more people vaccinated. Currently the demand greatly outweighs the supply. It is strongly encouraged to continue to wear masks and practice social distancing. For the next two days the Johnson County drive-thru testing sites will be closed due to weather. The possibly remains that they will also be closed Wednesday and Thursday. Staff will be updating the website and other forms of communication as announcements are made.

Mayor Kelly said he is glad they are moving forward with vaccinations. He said it looks like cases, hospitalizations and deaths have declined sharply, which is great. He added that this is not a time to let up with social distancing and masks and other preventative measures.

B. Assistant City Administrator Update

Ms. Jones-Lacy said she is on the Johnson County Housing Task Force and representing Roeland Park. At their first virtual meeting this week they had 125 participants. She was impressed with how United Community Services gathered together the group and the good representation of people participating in the process. There was an overview by the recent housing study's authors to discuss the vision and goals of the study. They then broke into cohorts and went through questions trying to delve deeper into the topics brought up in the study. They also discussed the frustrations people have with barriers and availability of affordable housing and the potential they have to make the situation better. They also talked about advocacy and bringing to the city meetings where they are discussing zoning and development. They realized that the NIMBY reason is key for not having more affordable housing available. They want to work to where everyone can find an area close to work where everyone can live or work within their community.

C. Police Department Update

Police Chief Morris said he hired new officer today and their new court clerk has started. He will introduce those new members at a future meeting. He encouraged everyone to drive safely and reminded them that they are always on duty and to call if needed.

Adjourn:

MOTION: CMBR MADIGAN MOVED AND CMBR DICKENS SECONDED TO ADJOURN. (MOTION CARRIED 8-0)

(Roeland Park City Council Meeting Adjourned at 8:02 p.m.)

Item Number: Applications/Presentations- A.-1.
Committee 3/1/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/25/2021
Submitted By: Staff
Committee/Department: Admin.
Title: **Presentation from United Methodist Church on Food Pantry Program**
Item Type: Presentation

Recommendation:

For information purposes.

Details:

Kristie Schang with the United Methodist Church will provide information on the food pantry program offered in Roeland Park.

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: Mayor's Report- IV.-A.
Committee 3/1/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/25/2021
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Heroes Week Proclamation**
Item Type: Other

Recommendation:

The attached proclamation is presented to recognize the Heroes of our community for their exceptional efforts during the Covid-19 pandemic.

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
 Heroes Week Proclamation	Cover Memo



Proclamation

Heroes Week

Whereas, Roeland Park, like other communities across this great nation, has dealt with and continues to endure the impact of COVID-19; and

Whereas, many of us have either been infected or known someone who was who was infected with COVID-19; and

Whereas, individuals, corporations and organizations have provided humanitarian assistance to ease the pain and burden of people and families due to COVID-19, including staffing drive-through food banks in Roeland Park providing rent and mortgage assistance, aiding their neighbors and more; and

Whereas, health care professionals, educators, grocery store employees, pharmacy staff, hardware stores employees, restaurant staff, delivery drivers, police officers, firefighters, paramedics, public works, parks and recreation, and community services public servants and so many others have worked continuously, and have taken extraordinary steps to ensure the health and safety of the entire community and provide essential services; and

Whereas, our community is built upon those who have made this City "Above and Beyond;" and

Whereas, I wish I could personally meet and greet each and every one of you and express my appreciation to those who have made such positive impact on Roeland Park during this historic pandemic;

Now, therefore, I, Mike Kelly, Mayor of the City of Roeland Park, Kansas, do hereby proclaim the week of March 7 through March 13, 2021 as

HEROES WEEK

in Roeland Park, and urge all citizens to take time and thank those for their selfless commitment and determination to comfort, serve and ensure our well-being.

Done this 1st day of March, 2021.

MIKE KELLY
Mayor

Item Number: New Business- VIII.-A.
Committee 3/1/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/24/2021
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Award Contract for 2021 Street Maintenance - UBAS**
Item Type: Other

Recommendation:

Approve the 2021 Street maintenance surface treatments with McAnany Construction for UBAS at a cost not to exceed \$210,000

Details:

Staff opened bids via video conference for the 2021 contracted surface treatments for UBAS on February 23rd, 2021. One bid was received for UBAS. The engineers estimate was \$206,000. McAnany will also preform curb replacement and minor asphalt patching.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount: \$210,000
Line Item Code/Description: 5421.300- Street Maintenance/5421.106 Street Maintenance	

Additional Information

The city budgeted \$372,000 in 2021 for in-house and contracted street maintenance. PW staff typically plans to use \$80,000 on the in-house street maintenance component. The remaining budget of \$292,000 is used for contracted street maintenance like UBAS. PW will spend less than \$80,000 on in-house pred in order to keep the contracted and in-house total within the \$372,000 budget.

Total cost for 2021 UBAS treatment for Roeland Park is \$210,000. Below are the streets that will receive the UBAS surface treatment:

UBAS

- 55th St - Roe Blvd to Nall Ave
- 58th St - Cedar to Ash Dr
- Southridge - 51st St to Sycamore Dr
- 49th St - Neosho to Mohawk Dr

Attached is a street map showing the locations of the street above.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Continuing to invest in the maintenance of city infrastructure will keep our streets in good shape and the traveling motorists safe.

ATTACHMENTS:

Description		Type
	2021 UBAS Recommendation	Cover Memo
	UBAS/Chipseal Locations	Cover Memo

February 23, 2021

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

Re: 2021 UBAS Street Maintenance Project

Dear Ms. Nielsen:

Bids were received for the above referenced project on Tuesday, February 23, 2021. One bid was submitted by McAnany Construction Inc. in the amount of \$210,000.00. The engineers estimate for the bid was \$206,508.00. Attached is a completed bid tabulation and list of proposed subcontractors. The contractor proposes to complete approximately 66% of the work with their own forces.

We have previously worked with McAnany Construction Inc. and found them to be a qualified contractor. After consultation with city staff we recommend that McAnany Construction Inc. be awarded the contract.

If you have any questions, or need additional information, please contact me at 636-484-2595.

Sincerely,

LAMP RYNEARSON



GREG VAN PATTEN, P.E.
SENIOR PROJECT ENGINEER

CC: Project File
Email C: Keith Moody, Roeland Park City Administrator
Donnie Scharff, Roeland Park Director of Public Works

**COMPLETED BID TAB
2021 UBAS STREET MAINTENANCE PROJECT
ROELAND PARK, KANSAS
February 23, 2021**



9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

ENGINEERS ESTIMATE						MCANANY CONSTRUCTION	
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
2	Curb and Gutter (CG-1) (Remove and Replace)	LF	1202	\$ 60.00	\$72,120.00	\$45.00	\$54,090.00
3	Inlet Throat Repair	EA	2	\$ 2,000.00	\$4,000.00	\$1,500.00	\$3,000.00
4	Base Asphalt Repair (3")	SY	252	\$ 55.00	\$13,860.00	\$75.00	\$18,900.00
5	Macrotexture	SY	11482	\$ 2.00	\$22,964.00	\$2.15	\$24,686.30
6	UBAS, Residential	SY	11482	\$ 6.50	\$74,633.00	\$7.00	\$80,374.00
7	Restore Pavement Markings (White) (24") (Stop Bar) (Thermoplastic)	LF	51	\$ 15.00	\$765.00	\$10.00	\$510.00
8	Restore Pavement Markings (Double Yellow) (2") (Centerline) (Thermoplastic)	LF	2363	\$ 2.00	\$4,726.00	2.25	\$5,316.75
9	Restore Pavement Markings (White) (24") (Piano Keys) (Thermoplastic)	LF	96	\$ 15.00	\$1,440.00	5.5	\$528.00
10	Traffic Control	LS	1	\$ 2,000.00	\$2,000.00	7594.95	\$7,594.95
11	Force Account	Set	1	\$ 5,000.00	\$5,000.00	5000	\$5,000.00
Total					\$206,508.00		\$210,000.00

Greg VanPatten

From: Ben McAnany <benm@mcananyconstruction.com>
Sent: Tuesday, February 23, 2021 1:13 PM
To: Greg VanPatten
Subject: Subs on Roeland Park UBAS

[EXTERNAL EMAIL]

Greg,

Lantel for Concrete
Morgan Contractors for Striping/traffic

Thanks!

--

Ben McAnany

McAnany Construction Inc.

Owner

BenM@McAnanyConstruction.com

Office: 913-631-5440

Cell: 913-620-6936

www.mcananyconstruction.com

Item Number: New Business- VIII.-B.
Committee 3/1/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/24/2021
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Award Contract for 2021 Street Maintenance - Chipseal**
Item Type: Discussion

Recommendation:

Approve the 2021 Street maintenance surface treatments with Harbour Construction for chipseal not to exceed \$68,677

Details:

Staff opened bids via video conference for the 2021 contracted surface treatments for Chipseal on February 23rd, 2021. Two bids were received for Chipseal. The engineers estimate was \$72,666.

Harbour Construction Bid - \$68,677
Vance Bros Bid - \$70,860.60

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount: \$68,677
Line Item Code/Description: 5421.300- Contract Street Maintenance/5421.106 Street Maintenance	

Additional Information

The city budgeted \$372,000 in 2021 for in-house and contracted street maintenance. PW staff typically plan to use \$80,000 for in-house street maintenance. The remaining budget of \$292,000 is used for contracted street maintenance like chipseal. PW will adjust the amount spent on in-house prep to keep the total between contracted and in-house within the \$372,000 budget.

Total cost for 2021 Chipseal treatment for Roeland Park is \$68,677. Below are the streets that will receive the UBAS surface treatment:



Chipseal

- W 49th Terr - Rosewood Dr to Birch St
- Alder Dr - Sycamore Dr to Birch St
- Birch St - Sycamore Dr to 52nd St
- Sherwood Dr - Linden to Rosewood Dr
- Cedar St - 55th Terr to 56th St
- 57th Terr - Cedar St to Ash Dr
- 51st St - Southridge to Granada St
- Granada St - Sycamore Dr to 51st St

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	2021 Chipseal Recommendation	Cover Memo
	2021 Chipseal Locations Map	Cover Memo

February 23, 2021

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

Re: 2021 Chip Seal Street Maintenance Project

Dear Ms. Nielsen:

Bids were received for the above referenced project on Tuesday, February 23, 2021.

A total of two bids were received. The low bid was submitted by Harbour Construction, Inc. in the amount of \$68,677.00. The engineers estimate for the bid was \$72,666.00. Attached is a completed bid tabulation and list of proposed subcontractors. The contractor proposes to complete approximately 88% of the work with their own forces.

We have previously worked with Harbour Construction Inc. and found them to be a qualified contractor. After consultation with city staff we recommend that Harbour Construction Inc. be awarded the contract.

If you have any questions, or need additional information, please contact me at 636-484-2595.

Sincerely,

LAMP RYNEARSON



GREG VAN PATTEN, P.E.
CIVIL DESIGN GROUP LEADER

CC: Project File
Email C: Keith Moody, City Administrator
Donnie Scharff, Director of Public Works

COMPLETED BID TAB
2021 CHIP SEAL STREET MAINTENANCE PROJECT
ROELAND PARK, KANSAS
February 23, 2021



9001 State Line Rd., Ste. 200
 Kansas City, MO 64114
 [P] 816.361.0440
 [F] 816.361.0045
 LampRynearson.com

				ENGINEERS ESTIMATE		HARBOUR CONSTRUCTION, INC		VANCE BROTHERS	
<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	LS	1	\$ 10,000.00	\$10,000.00	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00
2	Asphalt Base Repair (3")	SY	114	\$ 75.00	\$8,550.00	\$78.00	\$8,892.00	\$95.00	\$10,830.00
3	Chip Seal	SY	11124	\$ 4.00	\$44,496.00	\$3.50	\$38,934.00	\$3.65	\$40,602.60
4	Restore Pavement Markings (White) (24") (Piano Keys) (Thermoplastic)	LF	108	\$ 15.00	\$1,620.00	\$78.25	\$8,451.00	\$41.00	\$4,428.00
5	Traffic Control	LS	1	\$ 3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
6	Force Account	SET	1	\$ 5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
					\$72,666.00			\$68,677.00	\$70,860.60

Greg VanPatten

From: Scott Harbour <sharbour@harbourconst.com>
Sent: Tuesday, February 23, 2021 1:27 PM
To: Greg VanPatten
Subject: RE: Roeland Park 2021 Chip Seal

[EXTERNAL EMAIL]

Streetwise is our striping contractor. We will self perform the chip seal and the asphalt patching.

Scott

From: Greg VanPatten <Greg.VanPatten@LampRynearson.com>
Sent: Tuesday, February 23, 2021 1:21 PM
To: Scott Harbour <sharbour@harbourconst.com>
Cc: 0321001.03 Roeland Park KS 2021 Street Maint <0321001.03RoelandParkKS2021StreetMaint@lamprynearson.com>
Subject: Roeland Park 2021 Chip Seal

Scott,

You were the low bid. Please send in your list of sub-contractors for me to include in a bid recommendation to the City.
Thanks,

I am currently working remotely and can be reached by email and my cell number below.



Greg Van Patten, P.E.
Senior Project Engineer

[P] 816-823-7331 [C] 636-484-2595 [A] 9001 State Line Rd., Ste. 200, Kansas City, MO 64114 [W] LampRynearson.com

Item Number: New Business- VIII.-C.
Committee 3/1/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/24/2021
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Award Contract for Reinhardt Street Project**
Item Type: Discussion

Recommendation:

Award the bid for the 2021 NSRP Reinhardt Reconstruction project to Kansas Heavy Construction at a cost not to exceed \$887,487.

Details:

The City has programmed reconstruction of residential streets through the Residential Street Reconstruction program with design taking place in even years and construction in the following odd numbered year. The program focuses on streets with a condition rating of Poor or worse, where surface treatments alone would not be effective at extending the life of the street. The sub-grade has failed on many of these streets requiring that the street be reconstructed from the sub-grade up. Reinhardt functions as a residential collector as it serves Bishop Miege, New Horizons and the surrounding neighborhood.

Construction items that will be addressed are:

- New street base and surface
- New curb & gutter
- New sidewalk addition north of 50th St
- Replacement of sidewalks
- Minor Stormwater improvements

Staff received sealed bids on February 23rd. Seven contractors submitted bids for the reconstruction project. Kansas Heavy Construction was the low bidder. Below is a breakdown of the bids received.

- **J.M. Fahey** - \$1,133,512.80
- **PrimeTime Contracting Corp** - \$1,063,335

- **Gunter Construction** - \$1,043,422
- **Lineaweaver Construction** - \$970,390.15
- **Freeman Concrete** - \$954,530.30
- **GB Construction** - \$947,332.87
- **Kansas Heavy Construction** - \$887,487

Attached is the overall bid results information and recommendation letter from the city engineer.

Financial Impact

Amount of Request: \$887,487	
Budgeted Item?	Budgeted Amount: \$1,129,712 for design and construction; \$1,017,674 for construction
Line Item Code/Description: 5430.270 - Combined Special Street and Highway	

Additional Information

The project will be completed in 3 phases to minimize the impacts to residents and school entrances. The project will commence prior to school getting out and will continue beyond school starting back up in the fall (Notice to proceed April 1, 2021 with final completion by November 1, 2021).

Phase 1 - Pawnee Dr to north exit of Bishop Miege H.S.

- Commencing on April 1, 2021. All new street base and new street surface, sidewalk replacement, new curb and gutter, minor storm sewer improvements, addition of sidewalk on north side of Pawnee and Reinhardt as well as a cross walk at that intersection, select drive approach replacements. The south entrance to the high school will be closed during Phase 1. Primary access to the school will be via Mission Rd or Canterbury St. 51st St west of Mission Road will be used as a 2-way street during this phase. All asphalt and concrete construction to be completed prior to June 30, 2021.

Phase 2 - North Exit of Bishop Miege to northern drive exit of New Horizon

- Commencing on July 1, 2021. All new street base and surface, new curbs, sidewalk replacement. Please note that the removal of all street base, curbs, and sidewalks will cease just to the north of the 50th St. intersection. Phase 2 traffic can enter through main entrance to the high school off Reinhardt Dr. and exit to Mission Rd via 51st St. Anticipated completion date for Phase 2 will be August 1, 2021.

Phase 3 - 50th St to 48th St

- Commencing August 1, 2021. Reconstruction of the street inside the curb line, sidewalk addition on the east side of Reinhardt from 50th St to exit of New Horizon (3 matures trees will be removed, this alignment was preferred over a sidewalk lying east of the trees by Miege, there is not sufficient room to fit the sidewalk between the trees and the back of curb). The sidewalk will be placed within the ROW and will sit 4 feet of the back of curb with green space in between this area. Anticipated completion for Phase 3 is October 1st, 2021. The final completion and restoration to be complete by November 1, 2021.

Temporary Construction Easements will be needed for the project that are primarily for sidewalk replacement on the east side as well as the sidewalk addition north of 50th St. Staff is working on obtaining signatures from the property owners for these easements. Six(6) easements are needed, we have 1 so far. Easements were sent to those property owners along with the invitation to the neighborhood meeting held on 2/2/21 where the project plans were reviewed. Attached is the presentation from that meeting along with the plan sheets for the project.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Street improvements will include new pavement, new sidewalk addition as well as sidewalk replacement to increase walkability in our neighborhoods.

ATTACHMENTS:

Description	Type
 2021 NSRP Bid Recommendation	Cover Memo

February 23, 2021

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

Re: 2021 NSRP – Reinhardt Drive Reconstruction Project

Dear Ms. Nielsen:

Bids were received for the above referenced project on Tuesday, February 23, 2021.

A total of seven bids were received. The low base bid was submitted by Kansas Heavy Construction, LLC in the amount of \$887,487.00. The engineers estimate for the project was \$1,020,506.00. Attached is a completed bid tabulation, list of proposed subcontractors, and subcontractor percentage breakdown. The contractor proposes to complete approximately 71% of the work with their own forces.

The bids were very competitive with four of the seven as read bids being below the engineers estimate. We have previously worked with Kansas Heavy Construction, LLC and found them to be a qualified contractor. After consultation with City staff we recommend that Kansas Heavy Construction, LLC be awarded the contract.

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

Sincerely,

LAMP RYNEARSON



Dan McGhee, P.E.
Senior Project Manager

CC: Project File
Email C: Donnie Scharff, Director of Public Works

COMPLETED BID TAB																							
2021 NSRP - REINHARDT DRIVE RECONSTRUCTION																							
CITY OF ROELAND PARK, KANSAS																							
February 23, 2021				ENGINEERS ESTIMATE		KANSAS HEAVY CONSTRUCTION		GB CONSTRUCTION		FREEMAN CONCRETE CONSTRUCTION LLC		LINAWEAVER CONSTRUCTION INC		GUNTER CONSTRUCTION		PRIMETIME CONTRACTING CORP		J.M. FAHEY CONSTRUCTION CO		AVERAGE MINUS ENGINEERS ESTIMATE AND HIGH BID			
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	L.S.	1	\$ 40,000.00	\$ 40,000.00	\$ 20,600.00	\$ 20,600.00	\$ 34,780.00	\$ 34,780.00	\$ 55,000.00	\$ 55,000.00	\$ 65,000.00	\$ 65,000.00	\$ 100,000.00	\$ 100,000.00	\$ 41,200.00	\$ 41,200.00	\$ 50,000.00	\$ 50,000.00	\$ 52,763.33	\$ 52,763.33		
2	Traffic Control	L.S.	1	\$ 15,000.00	\$ 15,000.00	\$ 9,240.00	\$ 9,240.00	\$ 8,820.00	\$ 8,820.00	\$ 8,568.00	\$ 8,568.00	\$ 6,160.00	\$ 6,160.00	\$ 18,900.00	\$ 18,900.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,948.00	\$ 9,948.00		
3	Erosion Control	L.S.	1	\$ 7,000.00	\$ 7,000.00	\$ 1,410.00	\$ 1,410.00	\$ 4,315.00	\$ 4,315.00	\$ 1,305.00	\$ 1,305.00	\$ 2,500.00	\$ 2,500.00	\$ 1,530.00	\$ 1,530.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,093.33	\$ 2,093.33		
4	Contractor Construction Staking	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 5,995.00	\$ 5,995.00	\$ 5,725.00	\$ 5,725.00	\$ 5,559.00	\$ 5,559.00	\$ 5,000.00	\$ 5,000.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,629.83	\$ 7,629.83		
5	Clearing, Grubbing, Demolition	L.S.	1	\$ 95,000.00	\$ 95,000.00	\$ 91,500.00	\$ 91,500.00	\$ 140,000.00	\$ 140,000.00	\$ 89,311.00	\$ 89,311.00	\$ 110,000.00	\$ 110,000.00	\$ 99,700.00	\$ 99,700.00	\$ 95,000.00	\$ 95,000.00	\$ 48,500.00	\$ 48,500.00	\$ 104,251.83	\$ 104,251.83		
6	Earthwork	L.S.	1	\$ 80,000.00	\$ 80,000.00	\$ 30,500.00	\$ 30,500.00	\$ 75,000.00	\$ 75,000.00	\$ 90,668.00	\$ 90,668.00	\$ 42,000.00	\$ 42,000.00	\$ 52,100.00	\$ 52,100.00	\$ 130,000.00	\$ 130,000.00	\$ 200,000.00	\$ 200,000.00	\$ 70,044.67	\$ 70,044.67		
7	Pipe (15" RCP)	L.F.	40	\$ 125.00	\$ 5,000.00	\$ 113.00	\$ 4,520.00	\$ 171.30	\$ 6,852.00	\$ 118.00	\$ 4,720.00	\$ 150.00	\$ 6,000.00	\$ 73.00	\$ 2,920.00	\$ 60.00	\$ 2,400.00	\$ 160.00	\$ 6,400.00	\$ 114.22	\$ 4,568.67		
8	Inlet (6"x4') (Curb)	E.A.	1	\$ 7,000.00	\$ 7,000.00	\$ 7,900.00	\$ 7,900.00	\$ 6,250.00	\$ 6,250.00	\$ 6,215.00	\$ 6,215.00	\$ 7,000.00	\$ 7,000.00	\$ 6,055.00	\$ 6,055.00	\$ 4,500.00	\$ 4,500.00	\$ 7,800.00	\$ 7,800.00	\$ 6,320.00	\$ 6,320.00		
9	Storm Inlet Top	E.A.	6	\$ 2,300.00	\$ 13,800.00	\$ 1,750.00	\$ 10,500.00	\$ 2,250.00	\$ 13,500.00	\$ 2,434.00	\$ 14,604.00	\$ 2,000.00	\$ 12,000.00	\$ 2,180.00	\$ 13,080.00	\$ 2,500.00	\$ 15,000.00	\$ 2,600.00	\$ 15,600.00	\$ 2,185.67	\$ 13,114.00		
10	Unsuitable Subgrade (Remove and Replace with Aggregate)	TON	700	\$ 45.00	\$ 31,500.00	\$ 48.00	\$ 33,600.00	\$ 35.00	\$ 24,500.00	\$ 55.40	\$ 38,780.00	\$ 30.00	\$ 21,000.00	\$ 47.00	\$ 32,900.00	\$ 50.00	\$ 35,000.00	\$ 63.00	\$ 44,100.00	\$ 44.23	\$ 30,963.33		
11	Aggregate Base (6") (AB-3 OP Modified)	S.Y.	8701	\$ 9.00	\$ 78,309.00	\$ 9.50	\$ 82,659.50	\$ 8.57	\$ 74,567.57	\$ 8.90	\$ 77,438.90	\$ 10.00	\$ 87,010.00	\$ 9.30	\$ 80,919.30	\$ 12.00	\$ 104,412.00	\$ 13.00	\$ 113,113.00	\$ 9.71	\$ 84,501.21		
12	Temporary Aggregate	S.Y.	7532	\$ 6.00	\$ 45,192.00	\$ 4.20	\$ 31,634.40	\$ 5.00	\$ 37,660.00	\$ 4.60	\$ 34,647.20	\$ 2.00	\$ 15,064.00	\$ 9.90	\$ 74,566.80	\$ 3.00	\$ 22,596.00	\$ 2.65	\$ 19,959.80	\$ 4.78	\$ 36,028.07		
13	Sidewalk (4") (KCMMB4K)	S.F.	1905	\$ 7.00	\$ 13,335.00	\$ 6.00	\$ 11,430.00	\$ 5.10	\$ 9,715.50	\$ 6.90	\$ 13,144.50	\$ 6.00	\$ 11,430.00	\$ 5.54	\$ 10,553.70	\$ 6.00	\$ 11,430.00	\$ 7.40	\$ 14,097.00	\$ 5.92	\$ 11,283.95		
14	Sidewalk (4") (Remove and Replace) (KCMMB4K)	S.F.	6495	\$ 8.00	\$ 51,960.00	\$ 6.00	\$ 38,970.00	\$ 5.10	\$ 33,124.50	\$ 6.90	\$ 44,815.50	\$ 8.00	\$ 51,960.00	\$ 7.80	\$ 50,661.00	\$ 8.00	\$ 51,960.00	\$ 9.00	\$ 58,455.00	\$ 6.97	\$ 45,248.50		
15	Sidewalk (Brick Inlay) (KCMMB4K)	S.F.	1317	\$ 15.00	\$ 19,755.00	\$ 25.00	\$ 32,925.00	\$ 22.25	\$ 29,303.25	\$ 25.70	\$ 33,846.90	\$ 23.00	\$ 30,291.00	\$ 13.50	\$ 17,779.50	\$ 20.00	\$ 26,340.00	\$ 27.00	\$ 35,559.00	\$ 21.58	\$ 28,414.28		
16	Sidewalk Ramps (6")	S.F.	425	\$ 12.00	\$ 5,100.00	\$ 19.00	\$ 8,075.00	\$ 9.00	\$ 3,825.00	\$ 21.10	\$ 8,967.50	\$ 20.00	\$ 8,500.00	\$ 10.50	\$ 4,462.50	\$ 9.00	\$ 3,825.00	\$ 20.00	\$ 8,500.00	\$ 14.77	\$ 6,275.83		
17	Sidewalk Ramps with Detectable Warning Surface (6")	S.F.	1305	\$ 14.00	\$ 18,270.00	\$ 19.00	\$ 24,795.00	\$ 10.50	\$ 13,702.50	\$ 21.10	\$ 27,535.50	\$ 58.00	\$ 75,690.00	\$ 9.30	\$ 12,136.50	\$ 9.00	\$ 11,745.00	\$ 22.00	\$ 28,710.00	\$ 21.15	\$ 27,600.75		
18	Detectable Warning Surface	S.F.	190	\$ 42.00	\$ 7,980.00	\$ 76.00	\$ 14,440.00	\$ 53.25	\$ 10,117.50	\$ 59.00	\$ 11,210.00	\$ 19.00	\$ 3,610.00	\$ 53.00	\$ 10,070.00	\$ 65.00	\$ 12,350.00	\$ 45.00	\$ 8,550.00	\$ 54.21	\$ 10,299.58		
19	Sidewalk Curb	L.F.	185	\$ 15.00	\$ 2,775.00	\$ 26.00	\$ 4,810.00	\$ 10.50	\$ 1,942.50	\$ 22.60	\$ 4,181.00	\$ 71.00	\$ 13,135.00	\$ 17.00	\$ 3,145.00	\$ 17.00	\$ 3,145.00	\$ 19.00	\$ 3,515.00	\$ 27.35	\$ 5,059.75		
20	Valley Gutter (8" Concrete))	S.Y.	91	\$ 80.00	\$ 7,280.00	\$ 94.00	\$ 8,554.00	\$ 92.00	\$ 8,372.00	\$ 80.00	\$ 7,280.00	\$ 71.00	\$ 6,461.00	\$ 63.00	\$ 5,733.00	\$ 90.00	\$ 8,190.00	\$ 110.00	\$ 10,010.00	\$ 81.67	\$ 7,431.67		
21	Driveway (Residential) (6" Concrete)	S.Y.	347	\$ 70.00	\$ 24,290.00	\$ 68.00	\$ 23,596.00	\$ 64.50	\$ 22,381.50	\$ 73.00	\$ 25,331.00	\$ 64.00	\$ 22,208.00	\$ 64.00	\$ 22,208.00	\$ 80.00	\$ 27,760.00	\$ 118.00	\$ 40,946.00	\$ 68.92	\$ 23,914.08		
22	Driveway (Commercial) (8" Concrete)	S.Y.	215	\$ 80.00	\$ 17,200.00	\$ 82.00	\$ 17,630.00	\$ 82.25	\$ 17,683.75	\$ 82.00	\$ 17,630.00	\$ 76.00	\$ 16,340.00	\$ 74.00	\$ 15,910.00	\$ 90.00	\$ 19,350.00	\$ 153.00	\$ 32,895.00	\$ 81.04	\$ 17,423.96		
23	Curb and Gutter (Combined) (Type B)	L.F.	3565	\$ 25.00	\$ 89,125.00	\$ 19.50	\$ 69,517.50	\$ 20.40	\$ 72,726.00	\$ 17.40	\$ 62,031.00	\$ 18.00	\$ 64,170.00	\$ 24.00	\$ 85,560.00	\$ 30.00	\$ 106,950.00	\$ 25.00	\$ 89,125.00	\$ 21.55	\$ 76,825.75		
24	Curb and Gutter (Combined) (Type B) (Remove and Replace)	L.F.	325	\$ 30.00	\$ 9,750.00	\$ 36.00	\$ 11,700.00	\$ 40.00	\$ 13,000.00	\$ 25.00	\$ 8,125.00	\$ 18.00	\$ 5,850.00	\$ 44.00	\$ 14,300.00	\$ 35.00	\$ 11,375.00	\$ 48.00	\$ 15,600.00	\$ 33.00	\$ 10,725.00		
25	Street Repair (Replace Backfill Over Storm Sewer)	C.Y.	48	\$ 100.00	\$ 4,800.00	\$ 160.00	\$ 7,680.00	\$ 50.00	\$ 2,400.00	\$ 238.00	\$ 11,424.00	\$ 100.00	\$ 4,800.00	\$ 181.00	\$ 8,688.00	\$ 150.00	\$ 7,200.00	\$ 250.00	\$ 12,000.00	\$ 146.50	\$ 7,032.00		
26	Manhole Adjustment (Sanitary Sewer)	E.A.	6	\$ 500.00	\$ 3,000.00	\$ 880.00	\$ 5,280.00	\$ 650.00	\$ 3,900.00	\$ 850.00	\$ 5,100.00	\$ 1,250.00	\$ 7,500.00	\$ 555.00	\$ 3,330.00	\$ 800.00	\$ 4,800.00	\$ 1,400.00	\$ 8,400.00	\$ 830.83	\$ 4,985.00		
27	Parking Repair (2" AC Surface over 3" AC Base)	S.Y.	340	\$ 40.00	\$ 13,600.00	\$ 26.50	\$ 9,010.00	\$ 28.75	\$ 9,775.00	\$ 18.70	\$ 6,358.00	\$ 20.20	\$ 6,868.00	\$ 22.00	\$ 7,480.00	\$ 23.00	\$ 7,820.00	\$ 24.25	\$ 8,245.00	\$ 23.19	\$ 7,885.17		
28	Asphaltic Concrete Base (4")	TON	1827	\$ 85.00	\$ 155,295.00	\$ 73.50	\$ 134,284.50	\$ 72.50	\$ 132,457.50	\$ 65.70	\$ 120,033.90	\$ 70.85	\$ 129,442.95	\$ 77.10	\$ 140,861.70	\$ 78.00	\$ 142,506.00	\$ 63.50	\$ 116,014.50	\$ 72.94	\$ 133,264.43		
29	Asphaltic Concrete Surface (2")	TON	914	\$ 85.00	\$ 77,690.00	\$ 78.65	\$ 71,886.10	\$ 78.70	\$ 71,931.80	\$ 66.60	\$ 60,872.40	\$ 71.80	\$ 65,625.20	\$ 78.00	\$ 71,292.00	\$ 79.00	\$ 72,206.00	\$ 67.75	\$ 61,923.50	\$ 75.46	\$ 68,968.92		
30	Permanent Pavment Markings	L.S.	1	\$ 9,000.00	\$ 9,000.00	\$ 2,345.00	\$ 2,345.00	\$ 2,240.00	\$ 2,240.00	\$ 2,173.00	\$ 2,173.00	\$ 5,500.00	\$ 5,500.00	\$ 2,550.00	\$ 2,550.00	\$ 5,000.00	\$ 5,000.00	\$ 2,150.00	\$ 2,150.00	\$ 3,301.33	\$ 3,301.33		
31	Signage	L.S.	1	\$ 7,000.00	\$ 7,000.00	\$ 2,240.00	\$ 2,240.00	\$ 2,140.00	\$ 2,140.00	\$ 2,075.00	\$ 2,075.00	\$ 1,500.00	\$ 1,500.00	\$ 2,440.00	\$ 2,440.00	\$ 1,500.00	\$ 1,500.00	\$ 2,050.00	\$ 2,050.00	\$ 1,982.50	\$ 1,982.50		
32	Chain Link Fence (4') (Remove and Replace)	L.F.	185	\$ 20.00	\$ 3,700.00	\$ 44.00	\$ 8,140.00	\$ 25.00	\$ 4,625.00	\$ 36.00	\$ 6,660.00	\$ 55.00	\$ 10,175.00	\$ 34.00	\$ 6,290.00	\$ 35.00	\$ 6,475.00	\$ 27.00	\$ 4,995.00	\$ 38.17	\$ 7,060.83		
33	Sodding	S.Y.	2400	\$ 7.00	\$ 16,800.00	\$ 6.30	\$ 15,120.00	\$ 6.25	\$ 15,000.00	\$ 5.80	\$ 13,920.00	\$ 6.50	\$ 15,600.00	\$ 7.00	\$ 16,800.00	\$ 7.00	\$ 16,800.00	\$ 5.75	\$ 13,800.00	\$ 6.48	\$ 15,540.00		
34	Force Account	SET	1	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00		
				TOTAL	\$1,020,506.00		\$887,487.00		\$947,332.87		\$954,530.30		\$970,390.15		\$1,043,422.00	Corrected	\$1,063,335.00	Corrected	\$1,133,512.80		\$977,749.55		
																		As-Read	\$1,063,605.00	As-Read	\$1,119,935.80		

Kansas Heavy Construction LLC.

Reinhardt Drive, Pawnee to 48th.

City of Roeland Park, Kansas

February 24th, 2021

List of Subcontractors.

<u>Subcontractor</u>	<u>Line Items</u>	<u>Total Dollar Amount</u>
Streetwise Inc.	2, 29, 30	\$12,500.00
Strick and Co	4	\$5,450.00
Erosion Specialists	3, 33	\$14,900.00
Seal-o-matic	27, 28, 29	\$183,500.00
CS Carey	5	\$3,800.00

Item Number: New Business- VIII.-D.
Committee 3/1/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/24/2021
Submitted By: Chief Morris
Committee/Department: Police / Safety
Title: **Award Bid for Police Radio Upgrade/Replacement**
Item Type: Presentation

Recommendation:

To award the bid for a new police radios.

Details:

The Roeland Park Police Department and all JOCO agencies are required to have a radio system upgraded & capable of being encrypted to meet the standards set by the Metropolitan Area Regional Radio System (MARRS) by October 1, 2021. Our current radio system, that is over 20 years old, (Portable & Mobile) are outdated and unable to meet the required set standards as were all other agencies in JOCO. Two local companies approved for the State bid process through MARC are KA-Comm (Olathe, Kansas) & Commenco (KCMO). Our current replacement budget is listed at \$100,000 that will replace our system and put us in compliance with the new regulations. The bid from KA-Comm is \$98,138.56 and the bid from Commenco is \$104,274.20 This bid will include 22 portable radios and 6 mobile radios. I request the bid to be awarded to KA-Comm.

Financial Impact

Amount of Request: \$98,138.56	
Budgeted Item?	Budgeted Amount: \$100,000
Line Item Code/Description: 360 Equipment Reserve	

Additional Information

Ka-Comm is our current provider for all installation of police emergency and radio equipment in our patrol units and is used by most JOCO agencies. The bid includes all radios, installation, & programming.

The change that is requiring the new radio purchases is the move to AES encryption. The MARRS Management Council made the decision to move to a common encryption protocol to allow for more secure communications and a secure method for interoperability between different jurisdictions. Currently, the agencies on the system in Kansas use ADP encryption while the agencies on the Missouri side use DES encryption. The two different types of encryption do not allow for secure interoperability. There are some more complicated pieces to it such as having a common key in the system for patching secure talk-groups together, but the jist of it is the two encryptions don't work with each other, so any interoperable communications between state lines cannot be done with encryption and has to be in the clear. For example, the regional talk-groups that exist today have to be in the clear for this reason. By going to a common encryption, we are now going to be able to create a new zone of additional regional talk-groups that will be encrypted.

AES and ADP are just different types of encryption protocols. The region decided to go to the AES encryption because it has become the "standard" for encryption and is the only one that is accepted by the federal government for interoperability with them. The radios currently in our fleet are not capable of using AES, so new radios with AES capability must be purchased to meet the requirements for public safety radios on the MARRS system. The MARRS Management Council established the deadline of December 31, 2021 for everyone to be equipped for the switchover to AES encryption.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: New Business- VIII.-E.
Committee 3/1/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/1/2021
Submitted By: Chris Verbrugge
Committee/Department: Administration
Title: **Council Direction on Use of Aldi 1% for Art Funds, and Other Funding For Mural on 47th Street Retaining Wall and Aldi Stairs**
Item Type: Other

Recommendation:

To take official vote on the Council's support for the 47th Street Wall Mural Project, supported by the Arts Advisory Committee.

If supported, to designate a funding source for the aforementioned project.

Details:

The Arts Advisory Committee considers the mural project to be a top priority. It is their hope to have 7 artists to paint different sections of the overall mural with each section representing a theme. All the themes would be part of a "uniquely rooted" tree. The themes include pre-history, history, community and businesses, family and pets, art, and giving back. These artists would all be supervised by an eighth artist to ensure some sense of cohesiveness among all the sections. The Arts Advisory Committee has a rough estimate of costs between \$35,000 to \$40,000 for the project. The Arts Advisory Committee anticipates that the mural will have a minimum life span of 20 years. Michael Poppa from the Committee will be on hand to answer any questions regarding the project. Below is a working timeline of completing the 47th Street Mural project:

March 15th - Turn documents in for review by attorney
March 20th - Feedback from attorney
March 30th - Send out call for artists
April 30th - Submissions due

- May 21 - Selection of 10 artists
- June 12th - Selection of 7 artists
- June 28th - Final Proposed Mural
- July-Sept - Beginning/End work dates

*Artists may work in differing months to prevent over-congestion in the area.

If supported, Council needs to decide what funding source to fund the mural, whether that is the 1% for Art from Aldi or the Special Infrastructure Fund. Staff recommends the City cap funding from the Special Infrastructure Fund at \$36,000 and that any additional resources to fund the mural project should be paid for from the Public Art allocation in the General Fund.

The decision on how to fund the 47th Street Mural Project will impact how the artwork related to the Aldi Staircase Project will be funded. Additionally, the Arts Advisory Committee has agreed to make recommendations on artistic design of the staircase when such time arrives.

Financial Impact

Amount of Request: \$36,000	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description: Mural Project; a new account could be designated	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: New Business- VIII.-F.
Committee 3/1/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/1/2021
Submitted By: Jennifer Jones-Lacy
Committee/Department: Arts Committee
Title: **Appointment of Art Committee Member Lynda Leonard as Gallery Director/Art Commissioner**
Item Type: Other

Recommendation:

To approve the appointment of Lynda Leonard as the new Art Gallery Director/Art Commissioner.

Details:

The Arts Advisory Committee recommends making committee member Lynda Leonard the new Gallery Director to replace George Schlegal. George had the title of Art Commissioner and was paid \$100/month as an expense allowance for his assistance in scheduling artists for gallery exhibits. The Arts Committee recommended Lynda and would like for her working title to be Gallery Director, as that is more specific to what the Art Commissioner role fulfills. This is a position that is listed in the municipal code as the Art Commissioner. Changing the title in the City Code would require an ordinance change, which staff does not believe to be necessary.

Sec. 1-1103. - Compensation.

Members of the Arts Advisory Committee shall serve without compensation. Provided, however, that the Art Commissioner shall receive \$100.00 per month as an expense allowance.

(Ord No. 801, § 1)

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 **3/1/2021**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/11/2021
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Ordinance 1008 - Prohibiting Tobacco Products at Parks and Recreation Facilities**
Item Type: Ordinance

Recommendation:

The attached ordinance reflects a complete ban of tobacco products at parks and recreation facilities per council direction.

Details:

The attached ordinance prohibits tobacco products at parks and recreation facilities in Roeland Park. It would take affect 30 days following passage.

The link below takes you to a site which summarizes steps taking by other Kansas Communities to limit/prohibit smoking/tobacco/vaping in or around parks.

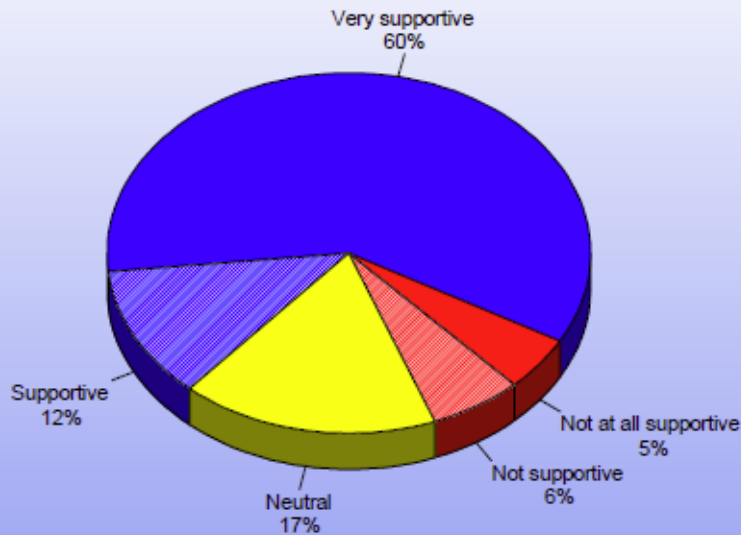
<https://publichealthlawcenter.org/sites/default/files/resources/Tobacco-Free-Parks-Policies-Kansas-2019.pdf>

The site also provides arguments in support of taking such action.

Below is the result of the 2019 Citizen Survey question on this topic:

Q11. How supportive are you of making all the parks in the City of Roeland Park smoke free?

by percentage of respondents (without "Don't Know")



Source: ETC Institute (2019)

The Parks and Trees Committee has discussed restricting smoking in parks prior to the question being included in the survey in 2019. At their meeting on 2/11/21 they again discussed the topic. The recommended limiting smoking within so many feet of prescribed park features (playgrounds, restrooms, courts, shelters etc). The City Attorney notes that restricting smoking to designated areas would be a cleaner approach. Staff notes that signage will be necessary regardless of the approach (ban in all location, ban within so many feet of amenities, or restrict to designation smoking locations). A complete ban would likely require fewer signs and be simpler to communicate and enforce.

Staff estimates the cost of installing signs at each of the impacted locations will cost around \$1,500 (for 15 signs).

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
D	Ordinance 1008	Cover Memo

ORDINANCE NO. 1008

AN ORDINANCE ESTABLISHING SECTION 12-116 “SMOKING PROHIBITED” OF THE ROELAND PARK MUNICIPAL CODE

WHEREAS, the City of Roeland Park, Kansas has the right and authority, by virtue of its home rule powers and Kansas statutory authority, to set and establish various local laws that shall apply to public parks, recreational areas and playgrounds under the City’s ownership and control; and,

WHEREAS, the governing body of the City of Roeland Park, Kansas acknowledges that secondhand tobacco smoke poses a threat to the health, safety and welfare of adults and children; and,

WHEREAS, cigarettes, once consumed in public spaces, are often discarded on the ground which diminishes the beauty of the City’s outdoor recreational facilities, and poses a risk to Roeland Park citizens and the environment; and,

WHEREAS, the governing body of the City of Roeland Park, Kansas desires to promote the public health by making City owned parks and outdoor recreational facilities “tobacco-free zones.”

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

SECTION 1. Section 12-116 “Smoking Prohibited” is hereby established to read as follows:

Sec. 12-116. – Smoking Prohibited

(a) It shall be unlawful for any person to use any form of tobacco product at or on any city-owned, leased, or operated outdoor recreational facility. This includes, but is not limited to, the City owned public parks defined in Section 12-101, the community center, sports dome, the aquatic center, athletic fields, tennis courts, walking trails, restrooms, spectator or concession areas, and the publicly owned grounds thereon.

(b) “Tobacco Product” includes any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including but not limited to, cigarettes, e-cigarettes, cigars, chewing tobacco, pipe tobacco, and snuff.

(c) Notwithstanding any provision of subsection (a) and (b) to the contrary, “Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold for such an approved purpose. Electronic cigarettes have not been approved by the United States Food and Drug Administration.

(d) Penalties. Any person who violates any provision of this Section shall be first asked to stop using Tobacco Product(s) at places prohibited under subsection (a). If a person continues to

use a Tobacco Product at a prohibited place after being asked to stop using the Tobacco Product, that person shall be charged with an ordinance violation of this Section punishable by:

1. A fine not exceeding One Hundred Dollars (\$100.00) plus court costs for the first violation.
2. A fine not exceeding Two Hundred Dollars (\$200.00) plus court costs for a second violation within a one (1) year period of the first violation.
3. A fine not exceeding Five Hundred Dollars (\$500.00) plus court costs for a third or subsequent violation within a one (1) year period of the first violation.
4. Violations of this Section and the Kansas Indoor Clean Air Act, K.S.A. § 21-6109 *et. seq.*, and amendments thereto, shall both be considered prior violations for the purpose of this Ordinance. For the purposes of this Section, the number of violations within a year shall be measured by the date the smoking violations occur.

SECTION 2. This ordinance shall take effect upon its publication, or the publication of a summary thereof, in the official City newspaper but not sooner than 30 days following the date of passage.

Passed by the Governing Body of the City of Roeland Park, Kansas this 1st day of March, 2021.

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steven E. Mauer, City Attorney

Item Number: **Ordinances and Resolutions:- IX.-**
 B.
Committee **3/1/2021**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: **2/25/2021**
Submitted By: **Keith Moody**
Committee/Department: **Admin.**
Title: **Ordinance 1009 - Unite Franchise Renewal**
Item Type: **Agreement**

Recommendation:

To approve the franchise agreement renewal with Unite allowing them to locate and operate telecommunications services within City right of way.

Details:

The attached franchise agreement with Unite is identical to their current franchise other than it now has an initial 5 year term with 5 one year renewals vs an initial 2 yr term with 3 one year renewals. The City Attorney and I both agree that there is no compelling reason to go through a franchise renewal process every 5 years.

The format is consistent with other telecommunications franchises approved by the City. A city cannot prohibit access to public rights of way and easements, this and the other franchise agreements provide access to these spaces according to specific terms and conditions. In exchange for use of these public areas the franchisee pays the city. This "franchise fee" has customarily been 5% of the gross receipts that the company generates from the facilities located within our City. The fee from Unite is consistent with other franchises, 5%. Unite has paid the renewal fee of \$1,000 per our fee resolution.

Financial Impact

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

Additional Information

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

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
□ Ordinance 1009- Unite Franchise Renewal	Cover Memo

ORDINANCE NO. 1009

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

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

SECTION 1. DEFINITIONS.

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

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

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

SECTION 2. GRANT OF CONTRACT FRANCHISE.

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

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

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

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

and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public Right-of-Way.

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

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

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

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

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

and with whom rests the responsibility to facilitate all necessary communications within Grantee's various areas.

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

SECTION 4. COMPENSATION TO THE CITY.

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

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

- f. Unless previously paid, within sixty (60) days of the effective date of this Ordinance, Grantee shall pay to the City a one-time application fee of One Thousand Dollars (\$1,000.00). Here, Grantee paid the one-time application fee on January 28, 2021, prior to the passage of this Ordinance. The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Ordinance.
- g. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City. The franchise fee is compensation pursuant to K.S.A. 12-2001(j) and shall in no way be deemed a tax of any kind.
- h. Grantee shall remit an access line (franchise) fee or a gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a franchise ordinance.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

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

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

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

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

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND

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

SECTION 7. REVOCATION AND TERMINATION.

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

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

SECTION 8. RESERVATION OF RIGHTS.

- a. The City specifically reserves its right and authority as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. In entering into this Contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances, (e.g. the City's right-of-way ordinance referenced in Section 3b of this Contract franchise) and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

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

SECTION 10. TERM AND TERMINATION DATE.

- a. This Contract franchise shall be effective for a term of five (5) years from the effective date of this Contract franchise. Thereafter, this Contract franchise will renew for five (5) additional one (1) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least one hundred and eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract franchise.
- d. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract franchise upon the termination date of this Contract franchise, the parties by written mutual agreement may extend the termination date of this Contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract franchise and not as a new contract franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES

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

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

The City:

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

Grantee:

Unite Private Networks
Attn: VP of Real Estate
7200 NW 86th Street, Suite M
Kansas City, MO 64153

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

SECTION 12. TRANSFER AND ASSIGNMENT.

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

SECTION 13. CONFIDENTIALITY.

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

SECTION 14. ACCEPTANCE OF TERMS.

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

SECTION 15. PAYMENT OF COSTS.

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

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this Contract franchise, or any portion thereof, shall be held

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

SECTION 17. FORCE MAJEURE.

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

SECTION 18. PUBLICATION

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

PASSED by the Governing Body of the City of Roeland Park this ____ day of February, 2021.

APPROVED by the Mayor this ____ day of February, 2021.

Mike Kelly, Mayor

ATTEST:

APPROVED AS TO FORM:

Kelley Nielsen, City Clerk

Steven Mauer, City Attorney

Item Number: Reports of City Officials:- X.-A.
Committee 3/1/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/25/2021
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin.
Title: **JOCO Housing Task Force Report**
Item Type: Report

Recommendation:

Informational only, Jennifer Jones-Lacy to give oral report at meeting.

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: Reports of City Officials:- X.-B.
Committee 3/1/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **COVID Report**
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
COVID Report 02/28/2021

Type
Cover Memo

Memo

To: Governing Body

From: Chris Verbrugge, City Management Intern

CC: Keith Moody, Jennifer Jones-Lacy, Donnie Scharff, John Morris,
Kelley Nielsen

RE: COVID-19 Update for the Period February 16th – 28th



Below is a summary of activities that took place for the second half of February related to the COVID-19 Pandemic in Roeland Park and beyond.

General

- As of January 31st, 2020, Roeland Park is still in Phase 3 of the reopening plan.
- Johnson County remains in Phase 2 of the Vaccination Distribution Plan.
- Johnson County Department of Health and Environment drive-thru testing clinics [were closed](#) on February 15 and 16th.
- Johnson County [announced](#) a partnership that allows for volunteers for those who want to help out during the vaccination effort.
 - Those interested in volunteering should visit the [Heart to Heart International portal](#).
- The Johnson County Department of Health and Environment [outlined](#) its vaccination plans for the week of February 15, 2021.
- The Johnson County Department of Health and Environment [outlined](#) its vaccination plans for the Week of February 22, 2021.
- Due to the inclement weather, vaccination appointments that were set for February 16, 2021 [will be rescheduled](#). These appointments will be moved to February 24, 2021. Those with appointments on February 24, 2021 will keep their same appointment unless otherwise notified.
- Governor Laura Kelly [announced](#) that the Affordable Care Act marketplaces opened on February 15, 2021 and will remain open until May 15, 2021. This will allow Kansans to enroll in health insurance for 2021.

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- Johnson County Department of Health and Environment vaccination clinics [are set to resume](#) operation on February 17, 2021.
 - Governor Kelly and the Kansas Housing Resources Corporation [announced](#) \$200 million in statewide rental assistance.
 - Johnson County Department of Health and Environment Director Dr. Sanmi Areola provided an update to the Board of County Commissioners.
 - Highlights from the February 16, 2021, briefing can be found [here](#).
 - Governor Laura Kelly [announced](#) that the Remote Learning Grant program will continue through Spring 2021.
 - Governor Laura Kelly [proclaimed](#) February 22, 2021 Supermarket Employee Day in recognition of the important role they have played during the COVID-19 pandemic.
 - The Johnson County Department of Health and Environment [announced](#) hours for its testing clinics, starting on February 22, 2021. The new hours are as follows:
 - Mondays 8 A.M to Noon.
 - Tuesdays – Thursdays 8 A.M. to 3 P.M.
 - No appointments will be scheduled on Fridays.
 - Governor Kelly [announced](#) steps to reduce the COVID-19 vaccine data lag.
 - Governor Kelly [signed](#) an Executive Order to aid the State’s COVID-19 response. The Executive Order temporarily suspends certain regulations regarding tuberculosis testing. As many residents in child care and long-term care facilities, it is critical to the State’s response that certain tuberculosis testing is deferred to encourage those staff and residents to get the vaccine.
 - Johnson County [launched](#) a “How Do I Get A Vaccine” webpage.
 - Johnson County’s vaccine dashboard can be found [here](#).
 - You can sign up for Johnson County’s daily e-newsletter for coronavirus updates [here](#).

Administration/Neighborhood Services

- There are no additional updates from the Administration or Neighborhood Services departments.

Public Works

- Staff is continuing to follow all safety guidelines. There are no other updates from the Department of Public Works.

Police Department/Municipal Court

- There are no updates regarding the Police Department or Municipal Court.

Community Center and Parks & Recreation

- There are no updates regarding the Community Center or the Department of Parks & Recreation.