

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
April 5, 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 |
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Admin	Finance	Safety	Public Works
Hill	Madigan	Faidley	Dickens
McCormack	Rebne	Kelly	Brauer

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 #971

B. Council Minutes March 15, 2021

III. Business From the Floor

A. Applications / Presentations

1. Report on Regional Climate Action Plan

IV. Mayor's Report

A. Bike Month Proclamation

B. AAPI Proclamation

V. Workshop and Committee Reports

VI. Reports of City Liaisons

A. MARC – Bike & Pedestrian

B. Community Engagement Committee

C. Parks Committee Update

D. Arts Advisory Committee Update

VII. Unfinished Business

A. Agreement with JOCO for COVID Health Order Enforcement

VIII. New Business

A. Approve Annual Cooperative Agreement with Johnson County for Storm Water Best Management Practices Program

B. Committee Appointments

C. Approve Task Order for R Park Phase 3 Improvements

D. Approve 2021 Streetlight & Traffic Signal Maintenance with Black & McDonald

IX. Ordinances and Resolutions:

X. Workshop Items:

XI. Reports of City Officials:

A. 2019 GFOA Certificate of Achievement in Financial Reporting

B. COVID Report

C. 1st Quarter Police Progress Report

D. Quarterly Progress Report - 2021 Objectives

E. Quarterly Progress Report - Strategic Plan

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 4/5/2021
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://global.gotomeeting.com/join/719374005>

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>

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 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #971**
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 #971	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, April 1, 2021

Appropriation Ordinance - 4/5/2021 - #971

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 5th day of April, 2021.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

377,651.17

Appropriation Ordinance - 4/5/2021 - #971

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	577154007	03/31/21	240.68	71968	240.68
Advance Auto Parts	102	5260.102	Vehicle Maintenance	5128030933339	03/17/21	11.00	71923	25.71
Advance Auto Parts	102	5260.102	Vehicle Maintenance	5128031522473	03/17/21	14.71		
Airgas USA, LLC	106	5318.106	Tools	9978053335	03/17/21	20.68	71924	20.68
All Copy Products Inc.	102	5214.102	Other Contracted Services	AR3133021	03/17/21	80.71	71925	170.98
All Copy Products Inc.	105	5214.105	Other Contracted Services	AR3133021	03/17/21	90.27		
All Copy Products Inc.	102	5214.102	Other Contracted Services	AR3139003	03/31/21	112.50	71969	112.50
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	D288496	03/24/21	911.22	71949	911.22
AT&T	101	5202.101	Telephone	3241 3/21/21	03/31/21	65.85	71970	65.85
Balls Food Stores	101	5267.101	Employee Related Expenses	RP031221	03/24/21	2,550.00	71950	2,582.55
Balls Food Stores	101	5301.101	Office Supplies	36975	03/24/21	32.55		
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761176759	03/17/21	1,866.43	71926	2,366.43
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761177932	03/17/21	500.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1062401	03/17/21	2,745.86	71927	2,745.86
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1062731	03/24/21	525.97	71951	525.97
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	135101	03/17/21	22.00	71928	22.00
Occupational Health Centers of the	102	5207.102	Medical Expense & Drug Testing	1013011889	03/24/21	63.00	71952	63.00
Confluence, Inc.	101	5209.101	Professional Services	20531	03/17/21	6,045.65	71929	6,045.65
Crime Scene Cleaners, LLC	102	5260.102	Vehicle Maintenance	6584	03/24/21	190.00	71953	190.00
Custom Rods Interiors, LLC	102	5260.102	Vehicle Maintenance	969208	03/17/21	85.00	71930	85.00
Dash Medical Gloves	102	5307.102	Other Commodities	1229800	03/24/21	300.90	71954	300.90
ETC Institute	101	5214.101	Other Contracted Services	28575	03/31/21	868.75	71971	868.75
Everygy	106	5201.106	Electric	8305 3/11/21	03/17/21	156.89	71931	156.89
Everlasting Sign Art	102	5260.102	Vehicle Maintenance	17895	03/17/21	225.00	71932	225.00
Foley Industries	106	5240.106	Equipment Rental	L1765401	03/24/21	836.80	71955	836.80
Galls, LLC	102	5308.102	Clothing & Uniforms	17687082	03/17/21	174.98	71933	174.98
Frank Gilman	103	5214.103	Other Contracted Services	Recurring Check	04/01/21	1,166.67	71961	1,166.67
Gilmore & Bell, P.C.	400	5209.400	Professional Services	8044449	03/17/21	350.00	71934	700.00
Gilmore & Bell, P.C.	410	5209.410	Professional Services	8044449	03/17/21	350.00		
Johnson County Government	101	5218.101	IT & Communication	169691	03/17/21	7,450.75	71935	7,450.75
Sallie Jones	101	5273.101	Neighbors Helping Neighbors	2/17/21 NHN	03/17/21	2,000.00	71936	2,000.00
KAW Valley Engineering Inc.	370	5457.370	CARS 2020 - Roe	C34040	03/17/21	52.00	71937	52.00
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	8346 3/25/21	03/31/21	31.66	71972	31.66
Keller Fire & Safety	290	5210.290	Maintenace And Repair Building	264589	03/17/21	469.15	71938	469.15
Kansas Gas Service	101	5289.101	Natural Gas	3/12/21 Multi	03/24/21	509.98	71956	1,401.86
Kansas Gas Service	106	5289.106	Natural Gas	3/12/21 Multi	03/24/21	891.88		
Kansas Gas Service	220	5289.220	Natural Gas	2518 3/8/21	03/17/21	312.08	71939	312.08
Kansas Secretary of State	101	5250.101	Insurance & Surety Bonds	4/16/21	03/17/21	25.00	71940	25.00
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	321001010000002	03/17/21	7,578.75	71941	36,544.22

Lamp, Rynearson & Assoc., Inc.	300	5421.300	Street Maintenance	3210010300000002	03/17/21	829.80		
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	3200010400000009	03/17/21	14,375.84		
Lamp, Rynearson & Assoc., Inc.	360	5442.360	Building Improvement	3200010300000008	03/17/21	785.50		
Lamp, Rynearson & Assoc., Inc.	370	5457.370	CARS 2020 - Roe	3210010200000002	03/17/21	12,330.33		
Lamp, Rynearson & Assoc., Inc.	300	5475.300	Stairway	3200010600000004	03/17/21	644.00		
League of Kansas Municipalities	101	5203.101	Printing & Advertising	21906	03/24/21	200.00	71957	200.00
The Legal Record	101	5204.101	Legal Printing	L89901	03/17/21	235.56	71942	276.44
The Legal Record	101	5204.101	Legal Printing	L89902	03/17/21	40.88		
The Legal Record	101	5204.101	Legal Printing	L90133	03/31/21	42.14	71973	42.14
Lynda Leonard	101	5230.101	Art Commissioner	Recurring Check	04/01/21	100.00	71962	100.00
Kansas City Series of Lockton Co.,	101	5250.101	Insurance & Surety Bonds	19163313	03/17/21	50.00	71943	50.00
Lowe's Business Acct./GEMB	106	5210.106	Maintenace & Repair Building	1760 4/12/21	03/24/21	14.57	32636	559.56
Lowe's Business Acct./GEMB	106	5210.106	Maintenace & Repair Building	1760 4/12/21	03/24/21	46.86		
Lowe's Business Acct./GEMB	290	5210.290	Maintenace And Repair Building	1760 4/12/21	03/24/21	13.41		
Lowe's Business Acct./GEMB	106	5304.106	Janitorial Supplies	1760 4/12/21	03/24/21	16.14		
Lowe's Business Acct./GEMB	106	5304.106	Janitorial Supplies	1760 4/12/21	03/24/21	100.51		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 4/12/21	03/24/21	287.37		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 4/12/21	03/24/21	15.19		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 4/12/21	03/24/21	3.79		
Lowe's Business Acct./GEMB	290	5307.290	Other Commodities	1760 4/12/21	03/24/21	17.08		
Lowe's Business Acct./GEMB	106	5318.106	Tools	1760 4/12/21	03/24/21	44.64		
Mauer Law Firm PC	101	5215.101	City Attorney	3/23/21	03/31/21	8,968.00	71974	8,968.00
Venessa Maxwell-Lopez	103	5209.103	Professional Services	3/5/21	03/17/21	150.00	71944	150.00
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	4/2021 Final	03/31/21	39,136.00	71975	39,136.00
Moss Printing	101	5301.101	Office Supplies	14600	03/24/21	30.00	71958	30.00
Phillips Mulch Sales, Inc.	300	5470.300	Park Maint/Infrastructure	2122	03/17/21	3,000.00	71945	3,000.00
Pitney Bowes Global FInancial Ser	101	5205.101	Postage & Mailing Permits	7903 3/21/21	03/31/21	201.00	71976	201.00
Principal Life Insurance Co.	107	5130.107	City Paid Life/ST Disability	10001 3/17/21	03/24/21	932.61	71959	932.61
Pro Circuit, Inc.	101	5210.101	Maintenance & Repair Building	1001975	03/17/21	222.14	71946	222.14
Wex Bank	104	5302.104	Motor Fuels & Lubricants	70706979	03/18/21	76.52	32635	921.39
Wex Bank	106	5302.106	Motor Fuels & Lubricants	70706979	03/18/21	844.87		
Rejis Commission	102	5214.102	Other Contracted Services	457519	03/31/21	229.69	71977	229.69
Royal Construction Services, LLC	300	5473.300	RPAC Improvements	3/31/21	03/31/21	228,536.75	71978	228,536.75
Saltus Technologies	102	5266.102	Computer Software	210355	03/31/21	1,500.00	71979	1,500.00
Signco Inc.	101	5253.101	Public Relations	40832	03/31/21	75.00	71980	75.00
Staples	101	5301.101	Office Supplies	8061641959	03/31/21	202.00	71981	202.00
Terminix Processing Center	101	5214.101	Other Contracted Services	405872575	03/24/21	68.00	71960	68.00
Karen Torline	103	5214.103	Other Contracted Services	Recurring Check	04/01/21	1,416.67	71963	1,416.67
Tyler Technologies, Inc.	105	5206.105	Travel Expense & Training	25328276	03/31/21	500.00	71983	500.00
The University of Kansas Health S	102	5207.102	Medical Expense & Drug Testing	3/23/21	03/31/21	54.80	71984	54.80
US Postal Service	101	5208.101	Newsletter	7716 3/30/21	03/30/21	884.37	32638	884.37
Verizon Wireless	106	5202.106	Telephone	9876170899	03/31/21	40.01	71985	40.01
VLP	106	5211.106	Maintenace & Repair Equipment	SW00090991	03/17/21	2,363.30	71947	2,363.30
Walmart Community/SYNCB	101	5253.101	Public Relations	6835 4/11/21	03/24/21	97.43	32637	97.43

[illegible]

Item Number: Consent Agenda- II.-B.
Committee 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Council Minutes March 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 March 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, March 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 Governing Body were present. Staff members present were City Administrator Moody, Assistant City Administrator Jones-Lacy, Public Works Director Scharff, Public Works Superintendent Vandenbos, Police Chief Morris, Parks and Recreation Superintendent Nichols, Management Intern Verbrugge, City Attorney Mauer, and City Clerk Nielsen.

Modification of Agenda

There were no modifications to the agenda.

I. Citizen Comments

David Welch (4908 W. 57th) Mr. Welch spoke about what has happened on his street since the pandemic struck. He said a group of neighbors have become a newfound family. They spend time together sharing stories, meals, cocktails, games, and therapy. They laugh a lot and have built trust and genuinely care for one another. They are a diverse group who have become unconditional friends. Mr. Welch said in the depression of a pandemic they are a bright light on a street in Roeland Park. He is proud to live here and no matter where everyone may go, they are a lifelong friendly family.

Mayor Kelly remarked on what a beautiful sentiment this is. He said he has shared time on Mr. Welch's porch and agreed it is a great block in Roeland Park. He said this goes a long way to affirm the choices made by those who lead the City and this makes it all the worthwhile. He said it is a pleasure to serve as Mayor because of exactly these types of stories throughout Roeland Park. He thanked Mr. Welch for lifting their spirits and setting a great tone for the meeting.

II. Consent Agenda

A. Appropriations Ordinance #970

B. Council Minutes March 1, 2021

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

III. Business from the Floor

A. Applications/Presentation

There was no Business from the Floor.

IV. Mayor's Report

A. Women's History Month Proclamation

Mayor Kelly expressed his appreciation of the hard-working women they have in the City.

CMBR Hill and CMBR Brauer read the proclamation into the record.

MOTION: CMBR BRAUER MOVED AND CMBR HILL SECONDED TO APPROVE MARCH 2021 AS WOMEN'S HISTORY MONTH IN THE CITY OF ROELAND PARK. (THE MOTION CARRIED 8-0)

V. Workshop and Committee Reports

There were no reports given.

VI. Reports of City Liaisons

A. Ad-Hoc Historical Committee Report

Chris Wolff from the Ad-Hoc Historical Committee said they are working on how to preserve the history of Roeland Park, educate its citizens, and showcase the City's history. They are also working on historical signage and have identified 8 to 12 different cultural and historically significant spots around Roeland Park that are good areas for signage. They are also discussing a trail marker stone for their portion of the Santa Fe Trail. The committee is also investigating pricing for the signs and markers.

Another idea the committee has is for more interpretive signs. They suggested a history walk at R Park where signs could go more in depth and people can read them as they walk. The committee is also looking at being able to change the signs for different events, occasions, or history topics and how it relates to Roeland Park.

City Administrator Moody asked Mr. Wolff if they have approached the Parks Committee about an interpretative walk. Mr. Wolff said they have not and was wanting to get feedback if this is something people would be interested in and that the committee is still in the brainstorming phase. City Administrator Moody encouraged them to get on a Parks Committee agenda to get their feedback and see how that might fit into their master plan.

CMBR Rebne thanked Mr. Wolff for his leadership on the committee. He said there is a lot of knowledge amongst its members and they have a great eagerness and passion. He said they welcome

comments from the public if they feel like they have something to offer and they are also taking new members on the committee.

CMBR Faidley asked about the markers and said she thought some were to be on Roe Boulevard after the Roe 2020 project. City Administrator Moody said they are to the point that there is nothing to hold them back on with identifying locations for markers. If the committee has some proposed locations for signage, they can bring that before the Council to approve. Then they can get the signs installed along the corridor. They already know where trees are to be planted, the streets signs are in, and Public Works Director Scharff is working on wayfinding signs along Roe.

CMBR Hill said they did talk about signs down Roe Boulevard, but placement was something they still needed to talk about. She said this is a great idea.

B. Aquatic Center Advisory Committee - Update on Pool Construction Progress and Hiring

Parks and Recreation Superintendent Tony Nichols reported the interior for the men's showers will be installed next week. The new epoxy floor was poured and the painting is almost complete. New pump room for the activity area is finished. The grating was installed this morning and the activity structures have also been installed. Despite the rain, they are still making progress.

All of the shade awnings have been installed around the pool deck. No water or mud has accumulated at the concession deck despite all the rain thanks to the grading that was done.

New handrails have been installed for ADA accessibility. New spray features and some additional plumbing and electrical work still needs to be done on the slides.

Aquatic Center employment opportunities have been posted on the City website and they are in contact with some swim teams for recruiting. Flyers and banners will also be placed on Roe Boulevard and social media posts will be on Facebook and Instagram.

In summary, construction remains on schedule and they are busy recruiting. At the next meeting, Mr. Nichols will be presenting the operational plan. There will also be an offering of public tours of the Aquatics Center in May so people can see the new features and also generate excitement.

CMBR Hill said she was curious about the whale slide what children would slide into. Mr. Nichols said there will be a pad at the bottom and that has not yet been installed.

CMBR Faidley asked if there were any upgrades to the women's restroom. Mr. Nichols said it is being repainted and the hardware was updated. CMBR Faidley said she noticed they addressed the erosion onto the pad at concession, but there is also an issue at the main entrance. Mr. Nichols said they have identified the issue as a clogged line at the end and that will be addressed in the spring with new downspouts.

C. Community Engagement Update

Melissa Dobbin, the new chair of the Community Engagement Committee said they will be doing an Egg Drop this year instead of the egg hunt. They will be dropping off egg baskets at the homes of children who have registered. As of today, 275 children are registered. She said she

appreciates the City offering to help with the costs as they were not expecting such a huge response. She also said they need volunteers to help stuff the eggs and drop off the baskets.

CMBR Rebne said he appreciated Ms. Dobbin stepping up to be the chair of the committee. He also said they estimate the Egg Drop to be 350 children at this point. He also asked for volunteers to help with the event.

Ms. Dobbin added that most households have more than one child and she did not anticipate the drop-off to take very much time.

Ms. Jones-Lacy said when she put the sign-up form on the website, she was surprised to see the immediate response.

To volunteer, contact can be made directly to CMBR Rebne: mrebne@roelandpark.org or to the committee at communityengagement@roelandpark.org

VII. Unfinished Business

A. Approve Waterline Relocation Agreement with WaterOne for Water Main Extension to Serve “The Rocks”

The proposed agreement is included in the agenda packet.

MOTION: CMBR KELLY MOVED AND CMBR REBNE SECONDED TO APPROVE THE WATERLINE RELOCATION AGREEMENT WITH WATERONE FOR THE WATER MAIN EXTENSION TO SERVE “THE ROCKS.” (MOTION CARRIED 8-0)

VIII. New Business

A. Approve Change Order with McConnell & Associates for Roe Blvd Stamped Concrete and Curb Replacement

CMBR Faidley asked if in using a different contractor would they be able to match the colors. Mr. Nichols responded they will not have an issue.

City Administrator Moody said the project remains under budget and even with the change order it is will be \$300,000 less than estimated.

Mayor Kelly said this is a great reminder of the work that has been done on this project and it is good to be reminded of the fiscal stewardship of the City.

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE THE CHANGE ORDER WITH MCCONNELL & ASSOCIATES FOR ADDITIONAL CURB REPAIR AND STAMPED CONCRETE WORK IN MEDIANS NORTH OF 48TH STREET AT A COST NOT TO EXCEED \$86,253. (MOTION CARRIED 8-0)

B. Approval to Purchase Used Electric Vehicles to Replace Neighborhood Services Vehicles

City Administrator Moody said their criteria for what they are looking for in a vehicle is listed in the agenda packet. They will do a nationwide search for vehicles and will work to get the best deal they can for the City. The wraps they add will promote the City's efforts to be green.

CMBR Faidley asked if the budgeted amount of \$27,500 includes the wraps for the vehicles. City Administrator Moody said they have budgeted \$30,000 in total for the project and \$2,500 of that is for the wraps.

MOTION: CMBR HILL MOVED AND CMBR REBNE SECONDED TO APPROVE THE PURCHASE OF TWO WHITE OR BLACK USED FULLY ELECTRIC KIA SOULS NOT TO EXCEED \$27,500 (INCLUDING SHIPPING) WHERE THE VEHICLES MEET THE FOLLOWING CRITERIA: MODEL YEAR OF 2017 OR NEWER, LESS THAN 30,000 MILES, BATTERY STANDARD OF HEALTH (SOH) OF 90 PERCENT OR GREATER. (MOTION CARRIED 8-0)

C. MOU with JOCO for Rental Assistance Program

Ms. Jones-Lacy said that staff is suggesting shifting the \$15,000 annual contribution from utility assistance to rental assistance. Attached in the packet is a Letter of Intent (LOI) with Johnson County Aging & Human Services. This is being recommended for 2021 and 2022. The LOI is written for one year and can be reevaluated by Council in a year. Ms. Jones-Lacy said the balance in the utility assistance fund is sufficient to cover the two years and is why they are making the recommendation for a shift. She said there are a lot of programs to help with utility assistance but not for rental assistance. She also said the City has assistance program for homeowners such as the property tax rebate program, Neighbors Helping Neighbors, and "Contain the Rain" rain barrel reimbursements.

CMBR Madigan expressed concerns over a shift of funds for two years. He asked what would happen if they used up the fund in one year, they would have nothing of the next. Ms. Jones-Lacy said the agreement is only for the 2021 year. They also anticipate the current fund balance will be spread over two years. If it does become depleted and the Council wants to allocate the funds back, they are welcome to do so. Ms. Jones-Lacy also recommended the Council consider reallocating the funds going forward. She said their City rate is way beyond any other participating city. She reiterated there is other utility funding available, but almost no assistance to renters.

CMBR Faidley asked about quarterly reports. Brandy Hodge with Johnson County Aging & Human Services said they will send those reports on rental assistance and utility assistance.

CMBR Rebne said shifting this funding would help them lean into the equity efforts they are making.

MOTION: CMBR MCCORMACK MOVED AND CMBR FAIDLEY SECONDED TO SHIFT THE CITY'S UTILITY ASSISTANCE FUNDING OF \$15,000 TO RENTAL ASSISTANCE IN 2021 AND 2022 AND APPROVING THE ATTACHED LETTER OF UNDERSTANDING WITH JOHNSON COUNTY AGING & HUMAN SERVICES. (MOTION CARRIED 8-0.)

D. Participation in Johnson County Racial Equity Pilot Program

MOTION: CMBR HILL MOVED AND CMBR REBNE SECONDED TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH UNITED COMMUNITY SERVICES FOR PARTICIPATION IN THE RACIAL EQUITY IN CITIES PILOT PROGRAM AT A COST NOT TO EXCEED \$6,000. (MOTION CARRIED 8-0.)

E. Appoint Monica Espinosa to the Racial Equity Committee

Mayor Kelly said Ms. Espinosa comes with a high recommendation from the Racial Equity Committee.

MOTION: CMBR DICKENS MOVED AND CMBR KELLY SECONDED TO APPOINT MONICA ESPINOSA TO THE RACIAL EQUITY COMMITTEE. (MOTION CARRIED 8-0.)

G. Approve Public Defender Service Agreements

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE THE PUBLIC DEFENDER SERVICE AGREEMENTS. (MOTION CARRIED 8-0.)

IX. Ordinances and Resolutions:

A. Ordinance 1010 - Making the Racial Equity Committee a Standing Committee

Mayor Kelly said he is excited about the work and dedication that the committee has brought to Roeland Park, their robust committee membership and the way they have identified numerous goals and tasks far more than they could accomplish with an ad-hoc status.

CMBR Faidley asked for a clarification on the changes to the ordinance. Ms. Jones-Lacy said they have included a minimum number of representatives to be not less than three people, one of which will be a member of the Governing Body and the other two residents of the City. They have removed the maximum number of members. The chair and committee members decided not to limit how many people can participate. If it does get to the size where it is unmanageable or unproductive, then they have the option of reviewing new memberships and not making a recommendation to the Governing Body. Ms. Jones-Lacy said they will clarify the language and make certain the final ordinance states there is not a specific maximum.

Haile Sims from the committee said he is glad the Council is considering making them a permanent committee. He said they are just getting started and can do a lot of great work. The permanence in the establishment of the committee is a step in the right direction.

CMBR Rebne asked what the policy is for recommendations made by the committee and how to get that onto a Council agenda, and also whether that needs Governing Body signatures. Mayor Kelly said it would still need the required Councilmember signatures. He added that during committee updates, they can put forward their recommendations, but for a Workshop discussion agenda, it would still need Councilmember support.

MOTION: CMBR FAIDLEY MOVED AND CMBR MADIGAN SECONDED TO AMEND THE PROPOSED ORDINANCE 1010 LANGUAGE TO COMMITTEE MEMBERSHIP CONSIST OF NOT LESS THAN THREE MEMBERS, ONE OF WHICH IS FROM THE GOVERNING BODY, AND TWO RESIDENTS. (MOTION CARRIED 8-0)

MOTION: CMBR REBNE MOVED AND CMBR DICKENS SECONDED TO APPROVE ORDINANCE 1010 - MAKING THE RACIAL EQUITY COMMITTEE A STANDING COMMITTEE AS AMENDED. (MOTION CARRIED 8-0.)

X. Reports of City Officials:

A. COVID Report

City Intern Chris Verbrugge reported that Johnson County has a different survey for healthcare providers who have not been vaccinated. He asked for them to please make sure and fill out the survey so the county knows how to allocate vaccination doses.

Johnson County will be receiving the Johnson & Johnson vaccine.

Johnson County Board of County Commissioners has approved a designated clinic facility.

The American Rescue Plan has passed and he hopes to have information in his report on what Roeland Park will be receiving.

Mayor Kelly called on everyone to maintain appropriate safety measures while traveling, to continue wearing masks, washing hands, and maintaining social distance.

B. Update on Johnson County Housing Task Force

Ms. Jones-Lacy said they held their third installment on racial equity and talked about the history of segregation in Kansas City and Johnson County. They also discussed how property taxes support different school systems and can create inequities. In their breakout sessions, they talked about more of what they have seen in their own communities as far as racial equity or if they have noticed historical segregation throughout Johnson County. They also talked about the implications of the past going into the future. Ms. Jones-Lacy also shared a photo where they mapped different regions of racial inequity. They are getting close to the end of the task force meeting and they will share their insights from the various committees and subgroups.

Ms. Jones-Lacy also said that she appreciates everyone who has emailed her to support the Teachers' Appreciation Week the first week in May. She is aiming for support for \$400 to provide a meal to Roeland's teachers and has reached about half her goal.

C. City Administrator

City Administrator Moody had information to share on the American Rescue Plan Act. Clarification and details are still being issued by the federal government. General observations will be sent to the Governing Body and staff would like to get an idea of what to allocate the funds of \$936,000 they anticipate receiving. Mr. Moody noted this is four times the amount they received under the CARES Act. They still need to learn what the parameters are for the distribution and will share that with the Governing Body once they receive that clarification.

D. Police Department

Police Chief Morris said they got the Platinum AAA Traffic Award for the seventh year in a row. He said they have their first department intern who will be working on some projects for them.

Adjourn:

MOTION: CMBR MCCORMACK MOVED AND CMBR REBNE SECONDED TO ADJOURN. (MOTION CARRIED 8-0)

(Roeland Park City Council Meeting Adjourned at 7:18 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Applications/Presentations- A.-1.
Committee 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/25/2021
Submitted By: Staff
Committee/Department: Admin.
Title: **Report on Regional Climate Action Plan**
Item Type: Other

Recommendation:

Informational only, oral report given 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: Mayor's Report- IV.-A.
Committee 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Bike Month Proclamation**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
□ Bike Month Proclamation

Type
Cover Memo



Proclamation

Bike Month May 2021

WHEREAS, the National Safe Routes to School Partnership, the Mid-America Regional Council, BikeWalkKC, and dozens of partners across region are working together to promote Walk to School Day in Greater Kansas City; and

WHEREAS, the City of Roeland Park, Kansas, recognizing the use of bicycles as a viable mode of transportation, endeavors to promote safe and responsible bicycling and is committed to incorporating the development of bicycle facilities within the City and supporting a livable community for all ages; and

WHEREAS, the City of Roeland Park, Kansas, encourages the increased use of the bicycle, benefiting all citizens within the community by improving air quality, reducing traffic, decreasing the use of and dependence upon finite energy sources; and

WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes, other health problems among children, and being able to walk or bicycle to school offers an opportunity to build activity into daily routine; and

WHEREAS, community members and leaders are planning to make recommendations to enable Roeland Park's children to safely walk and bicycle in our communities and develop a list of suggestions for improvements that can be done over time; and

WHEREAS, the City of Roeland Park, Shawnee Mission School District, BikeWalk KC, Johnson County, and Caring for Kids, have worked together for a year to develop safe routes to school by collaborating on the May 4, 2017 Walk, Roll and Stroll Pilot Program; and

WHEREAS, the League of American Bicyclists has established May as National Bicycle Month, Bike Walk KC establishes May as Bicycle Safety Month in the Kansas City Region, and Roeland Park establishes a Walk, Roll and Stroll to school Day; and

WHEREAS, the Mayor, City Council, and BikeWalkKC encourage all citizens to ride their bicycles to work, to the store, to the park, to school, around their neighborhoods, and with friends and family to promote the personal and societal benefits achieved from bicycling;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF ROELAND PARK:

That the Mayor and Council hereby declare the month of May 2021, as "Bike Month" in the City of Roeland Park, Kansas.

Mike Kelly, Mayor

Item Number: Mayor's Report- IV.-B.
Committee 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **AAPI Proclamation**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
RP AAPI Proclamation

Type
Cover Memo



Proclamation

Roeland Park Stands Against Anti-Asian Discrimination Proclamation

WHEREAS, Roeland Park, Kansas, strives to empower residents of all identities; and

WHEREAS, hate, violence and bias are not accepted in our community especially when targeting or scapegoating individuals based on their race or identity; and

WHEREAS, the Asian American and Pacific Islander (AAPI) community is a group that has contributed and continues to contribute to our country's progress, culture and success; and

WHEREAS, throughout the country there are widespread reports of anti-Asian racism and violence, mostly targeting women, exacerbated by false narratives and xenophobia regarding the existence and spread of COVID-19.; and

WHEREAS, Roeland Park remains committed to our vision of not just recognizing our diversity as a key strength for the city and our character, but that we are a city where everyone has a deep sense of belonging; and

WHEREAS, Each of us has a personal responsibility to prevent the spread of misinformation, condemn violent acts in any form, support all fellow community members and reject stigma, hate and bias in all its forms; and

WHEREAS, there is an urgent need for the community at large to unite and come together to support the AAPI community and report incidences of hate and bias, especially as we continue to recover together from the impacts of the COVID-19 pandemic; and

NOW THEREFORE, I, Mayor Mike Kelly do hereby proclaim our renewed and ongoing commitment to be a diverse and inclusive community free from racism, so all who live, work, and play in Roeland Park feel welcomed. Roeland Park strongly stands against hate, bias, or violence based on race, nationality, gender, disability, or religion, and I urge all residents to unite together in solidarity with our Asian-American and Pacific-Islander neighbors.

Mike Kelly, Mayor

Item Number: Reports of City Liaisons- VI.-A.
Committee 4/5/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/23/2021
Submitted By: Council Member Faidley
Committee/Department: MARC – Bike & Pedestrian
Title: **MARC – Bike & Pedestrian**
Item Type: Report

Recommendation:

Details:

MARC's Bicycle and Pedestrian Advisory Committee met virtually on March 10, 2021. Mike McDonald, PW Director for Leavenworth chaired the meeting and announced that this would be his last meeting as co-chair. Everyone expressed their thanks and wished him well.

- 1) Minutes from the previous meeting were submitted and approved.
- 2) An amendment to the ConnectedKC 2050 plan was proposed by K-DOT: the K-92 Centennial Bridge project that connects Leavenworth, KS to Platte County, MO was previously authorized for preliminary engineering only. The project includes an expansion from 2 to 4 lanes with a shared use bike/ped path. It was decided to move this project forward for public review and comment as more funds are slated to soon be available through the state's IKE transportation program.
- 3) Patrick Touba gave an overview of the Planning Sustainable Places grants from 2013-2019 (in 2012 it was called OSP). In total, \$201.7M has been invested in communities based on the outcomes of these grants. Although Roeland Park has not really begun to implement the ideas from our 2019 Planning Sustainable Places grant, the results are included in our Moving Forward Comprehensive Plan 2040. The next call for projects will be in May 2022.
- 4) STP funding and projects 2023-24 were next on the agenda. Discussion followed on the 2-year process implemented this past cycle, which included a preliminary round that allowed for applicants to strengthen their requests before a final submission. The next round of applications will be in March 2022 for projects in 2024-25. These grants are highly competitive as shown by the percentages of requests funded:

STP - 34% of project submissions funded
TAP - 76% of project submissions funded
CMAQ - 39% of project submissions funded

It was mentioned that the inclusion of Complete Streets concepts will likely improve chances for approval of funding, i.e. tying into ConnectedKC 2050 with significant bike/ped amenities, green infrastructure/trees, climate change considerations and congestion management.

5) MARC staff is currently working on the following:

- A. Complete Streets Network Analysis (may influence scoring of projects)
- B. G-KC Bikeway Plan update
- C. Bikeway Map update

6) May is Bike Month so happy biking!

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 Liaisons- VI.-B.
Committee 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/26/2021
Submitted By: Staff
Committee/Department: Community Engagement
Title: **Community Engagement Committee**
Item Type: Other

Recommendation:

Informational only, Melissa Dobbin 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 Liaisons- VI.-C.
Committee 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/30/2021
Submitted By:
Committee/Department: Parks Committee
Title: **Parks Committee Update**
Item Type: Other

Recommendation:

Informational only, Laura Savidge 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 Liaisons- VI.-D.
Committee 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/1/2021
Submitted By: Michael Poppa
Committee/Department: Arts Advisory Committee
Title: **Arts Advisory Committee Update**
Item Type: Other

Recommendation:

Informational only, Michael Poppa 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: Unfinished Business- VII.-A.
Committee 4/5/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 4/1/2021
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Agreement with JOCO for COVID Health Order Enforcement**
Item Type: Agreement

Recommendation:

Staff recommends approval of the attached agreement with Johnson County which allows the County to enforce their COVID health orders within Roeland Park.

Details:

In December of 2020 Roeland Park approved an agreement identical to the one attached (except for dates) to allow JOCO to enforce Public Health Order No. 002-20. (passed on November 13, 2020). The Johnson County Board of County Commissioners extended that health order through 4/30/21 on 3/25/21. The restrictions are spelled out in the attached Order.

The Health Order was issued by the County pursuant to certain statutory authority, namely K.S.A. 65-119. This type of order could generally be enforced by the district attorney pursuant to K.S.A. 65-127 and, depending on the situation, K.S.A. 65-129. However, there has been concern over the practical ability to enforce such rules given the backlog of cases currently pending in district court (which has seen eliminations of or, at best, severe reductions in, trials).

However, pursuant to K.S.A. 19-101d, the Board of County Commissioners has the power to enforce certain of its "resolutions" by prosecution in the Johnson County Codes Court. To help alleviate district court pressures, and presumably to better allow the County to enforce its own Health Order, on November 19, 2020, the County adopted Resolution No. 108-20 establishing noncompliance with the Health Order as a violation of the Johnson County Code.

That notwithstanding, there is some question as to whether the County can enforce its own resolutions in Johnson County Codes Court within city limits, absent an agreement by the applicable city to allow for that (as cities generally have their own home rule powers within their borders). Accordingly, the County has requested that cities within Johnson County approve an agreement with the County allowing for County enforcement of the Health Order, as incorporated into the County Code. That Agreement is presented tonight to the City Council for consideration and approval. Cities have worked with the County on preparing and finalizing an acceptable form of Agreement, which provides for the following:

- The County, and not the City, will be responsible for enforcement of the Health Order within the City limits. The City agrees to reasonably cooperate with the County in the sharing of information related to enforcement, and to also assist in educating its citizens as to the requirements of the Health Order.
- The Agreement is limited only to Johnson County Board of Public Health Order No. 002-20. No other orders would be covered by this Agreement (there are not currently any in effect, but if there should be, the County and the City could amend the Agreement appropriately).

Either party can terminate the Agreement at any time, if deemed in the best interests of the City or County.

Our City Attorney has reviewed the agreement and supports its adoption.

Financial Impact

Amount of Request: None	
Budgeted Item?	Budgeted Amount: N/A
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"/> Agreement with JoCo for COVID Health Order from March 26	Cover Memo
<input type="checkbox"/> JOCO Health Order 3-25-21	Cover Memo
<input type="checkbox"/> JOCO Health Order 11-14-20	Cover Memo
<input type="checkbox"/> Agreement for Health Order Enforcement	Cover Memo

**GOVERNMENT ENFORCEMENT SERVICES AGREEMENT
FOR JOHNSON COUNTY LOCAL HEALTH OFFICER ORDERS AND COUNTY
BOARD OF HEALTH ORDERS**

by and between:

JOHNSON COUNTY, KANSAS

and

THE CITY OF ROELAND PARK, KANSAS

This Agreement made and entered into this 5th day of April, 2021, by and between **Johnson County, Kansas ("County")** and the **City of Roeland Park, Kansas ("City")**.

WITNESSETH:

WHEREAS, County and City ("Parties") desire to protect the health and safety of their citizens; and

WHEREAS, the Local Health Officer is appointed by Johnson County pursuant to K.S.A. 65-201 and, is directed and authorized by statute to act to prevent the spread of any infectious, contagious, or communicable disease; and

WHEREAS, pursuant to K.S.A. 65-201, the Board of County Commissioners of Johnson County, Kansas acts as the County Board of Health for Johnson County; and

WHEREAS, pursuant to K.S.A. 65-119, the Local Health Officer and the County Board of Health are charged with exercising and maintaining supervision over infectious or contagious disease within Johnson County and are "empowered and authorized to prohibit public gatherings when necessary for the control of any and all infectious or contagious disease"; and

WHEREAS, the Johnson County Local Health Officer or the County Board of Health may issue certain health orders in furtherance of these objectives; and

WHEREAS, the Johnson County Board of County Commissioners, sitting as the Johnson County Board of Public Health, adopted the Johnson County Board of Public Health Order ("Health Order") on March 26, 2021; and

WHEREAS, County adopted Resolution 108-20 on November 19, 2020, establishing noncompliance with the Health Order as a violation of the Johnson County Code; and

WHEREAS, pursuant to K.S.A. 19-101d, the Board of County Commissioners has the power to enforce all resolutions passed pursuant to county home rule powers. Noncompliance with Health Orders may be prosecuted in Johnson County Codes Court and violations shall incur fines pursuant to Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX; and

WHEREAS, Resolution 108-20 is effective within all of the unincorporated areas of Johnson County, Kansas, and within any cities whose governing bodies have agreed to contract with the County for such services; and

WHEREAS, County and City are authorized to enter into an agreement for services pursuant to K.S.A. 12-2908; and

WHEREAS, County and City deem it in the interest of public health and safety to enforce the Health Order within the corporate city limits of City.

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties do agree as follows:

1. The County shall provide enforcement of the Health Order within the city limits of City, pursuant to Resolution 108-20. Amendments to the Health Order or other health orders issued by the Johnson County Board of Public Health or the Johnson County Local Health Officer may be included in this Agreement if the City agrees in writing to include those specific orders. The Parties agree that the form and scope of the City's subsequent agreement to include amendments to the Health Order or other health orders within the scope of this Agreement will be as authorized by the City's governing body in its sole discretion.
2. All expenses necessary to the operation of said enforcement shall be paid and provided for by the County. Notwithstanding the foregoing, nothing in this Agreement shall be construed so as to require County to pay for any of City's expenses incurred during any investigation, prosecution, or assistance in enforcement of the Health Order.
3. The County and City shall each designate a liaison as the point of contact under this Agreement.
4. By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration limited to the enforcement of the Health Order within the corporate limits of the City, such that at the time of this Agreement, the Agreement does not infringe upon the City's home rule powers, pursuant to Article 12, Section 5 of the Kansas Constitution and K.S.A. 19-101a(4).
5. The City consents to the County's jurisdiction to prosecute violations of the Health Order that occur within the City's corporate boundaries in the Johnson County Court, pursuant to Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX. The City shall defer all prosecutorial decisions to the County and fines collected as a result of said prosecutorial efforts shall be retained by the County and the City shall make no claim or demand for any portion of any fines collected by the County as a result of enforcement activity within the corporate boundaries of the City.

6. The City agrees to aid County in educating and promoting awareness of the Health Order within its city limits. The City further agrees to aid County in reporting, investigating, and testifying as to the noncompliance of the Health Order. The Parties agree that the City retains the sole, discretionary authority to decide what "aid", "educating", "promoting awareness", "reporting", "investigating" to provide to County. Prior to County issuing a citation within City's city limits, County will have a general expectation that City will have provided records and documentation sufficient to support a determination by County to issue a citation. In recognition of the varying circumstances that may occur on these matters, the City and County may enter into separate related agreements or memoranda of understanding. Also, the City and County may confer to arrive at other informal written or unwritten approaches to determine processes to coordinate with one another to effectuate this Agreement.
7. The following terms and conditions shall cover how the parties will handle records matters that are likely to arise within this Agreement:
 - A. City shall be responsible for responding to Kansas Open Records Act ("KORA") requests received by City. County shall be responsible for responding to KORA requests received by County.
 - B. When the County files a uniform complaint and notice to appear in County Codes Court and a defendant or a defendant's legal counsel completes a discovery request, County would ultimately be responsible for completing the discovery request response, but would rely upon assistance from City to ensure that all documents responsive to the discovery request could be provided in a timely fashion. County would gather and prepare to distribute to the defendant any documents County would possess that may be responsive to the request pursuant to state law, which may include but not be limited to records generated by City. County will also contact City to request that City provide County any and all records that may be responsive to the discovery request, which would also include any potentially exculpatory evidence. City would expeditiously locate such records and would not unreasonably withhold any such records, but would instead provide the documents as soon as practicable. County would then deliver the records responsive to the discovery request to the defendant or the defendant's legal counsel.
8. Either party to this Agreement shall have the right to terminate this Agreement upon notice to the other as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing and termination shall become effective upon the non-terminating party's receipt of such notice of termination. Notice shall be sent to:

COUNTY: Director of Department of Health and
Environment
Health Services Building
11875 S. Sunset Drive, Suite #300
Olathe, KS 66061

and Johnson County Legal Department
Attn: Chief Counsel
111 S. Cherry Street, Suite 3200
Olathe, Kansas 66061

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

9. The right of the County and the City to enter into this Agreement is subject to the provisions of the cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County and the City shall at all times stay in conformity with such laws, and as a condition of this Agreement either party reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
10. This Agreement contains the entire agreement between the parties relating to the subject matter hereto. No amendment, waiver or modification of this Agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto, except to the extent this Agreement would authorize supplemental documents in conjunction with this Agreement, as described within Section 7 of this Agreement.
11. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
12. This Agreement shall become effective upon signature of approval of both parties and upon compliance of City with the provisions indicated within Section 5 of this Agreement, and shall continue in force and effect until terminated by either party as provided in Section 8 or Section 9 of this Agreement.
13. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

[Signature Page Follows Directly]

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

JOHNSON COUNTY, KANSAS

By: _____
Ed Eilert, Chairman

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Title: Assistant County Counselor

ATTEST:

By: _____
Lynda Sader, Deputy County Clerk

CITY OF ROELAND PARK, KANSAS

By: _____
Mike Kelly, Mayor

APPROVED AS TO FORM:

By: _____
Steve Mauer
City Attorney

ATTEST:

By: _____
Kelley Nielsen, City Clerk

PROPOSED

PUBLIC HEALTH ORDER OF THE JOHNSON COUNTY LOCAL HEALTH OFFICER

Applicable within the entirety of Johnson County, Kansas

This Public Health Order is issued on March 25, 2021 and is effective the 26th day of March 2021, at 12:01 A.M. to slow the spread of COVID-19 in Johnson County, Kansas pursuant to the authority provided in K.S.A. 65-119, K.S.A. 65-202 as amended by 2020 Special Session House Bill No. 2016, and other applicable laws or regulations.

WHEREAS, the Local Health Officer is authorized and required, pursuant to K.S.A. 65-119 and K.S.A. 65-202 as amended by 2020 Special Session House Bill No. 2016 (“K.S.A. 65-202”), to immediately exercise and maintain supervision over known or suspected cases of any infectious or contagious disease during its continuance, and to issue orders seeing that all such cases are properly handled; and

WHEREAS, the Local Health Officer is appointed by the Board of County Commissioners of Johnson County pursuant to K.S.A. 65-201 and is authorized, pursuant to K.S.A. 65-119(a), to prohibit public gatherings when necessary for the control of any and all infectious or contagious diseases, and to use all known measures to prevent the spread of any infectious, contagious, or communicable disease pursuant to K.S.A. 65-202; and

WHEREAS, the United States Department of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020, with now more than 29,613,017 cases of the illness and more than 539,038 deaths as a result of the illness across the United States; and

WHEREAS, the World Health Organization declared a pandemic on March 11, 2020; and

WHEREAS, a State of Disaster Emergency was proclaimed for the State of Kansas on March 12, 2020; and

WHEREAS, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. § 1601, et seq. and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. § 5121-5207 (the “Stafford Act”) declared that the COVID-19 outbreak in the United States constitutes a national emergency beginning March 1, 2020; and

WHEREAS, as of this date, in Kansas there have been 300,125 reported positive cases of COVID-19 spread among all 105 counties, including 4,850 deaths; and

WHEREAS, on March 19, 2020, the Board of County Commissioners of Johnson County issued a state of local disaster emergency declaration, which was renewed and extended on May 28, 2020, and which remains in place at the time of this Order; and

WHEREAS, COVID-19 is a respiratory disease that spreads easily from person to person and may result in serious illness or death; and

WHEREAS, COVID-19 has resulted in 43,991 reported positive cases of COVID-19 in Johnson County and the deaths of 638 Johnson County residents; and

WHEREAS, the spread of COVID-19 endangers the health, safety, and welfare of persons and property within Johnson County, Kansas; and

WHEREAS, to reduce the spread of COVID-19, measures that are recommended and considered effective by the Centers for Disease Control and Prevention (“CDC”) include, among other measures, avoiding close contact with other people and covering one’s mouth and nose with a cloth face cover when in public settings; and

WHEREAS, the increased spread of COVID-19 also presents a serious threat to the continued effective operation of the local economy within Johnson County; and

WHEREAS, wearing a mask or other whole face covering in public venues reduces transmission of the virus, helps keep our businesses open and our economy running, and gets and keeps children in school; and

WHEREAS, the Kansas Governor’s Executive Orders 20-52 and 20-68, requiring the wearing of masks or other face coverings in public, expire on March 31, 2021; and

WHEREAS, wearing a face covering is an effective means to protect each other and mitigate the spread the of COVID-19; and

WHEREAS, continuation of mandatory use of masks or face coverings in public settings is necessary to promote and secure the health, safety and welfare of Johnson County; and

WHEREAS, the intent of this Order is not to deprive any person or entity of any rights protected by the United States Constitution, the Kansas Constitution, or any other law, but merely to set forth restrictions which would best protect Johnson County residents against the community spread of COVID-19; and

WHEREAS, there are certain activities where the wearing of masks and face coverings is exempted pursuant to the terms of this Order where customers may be in the proximity of others for extended periods of time (such as when customers may be eating or drinking), which means such activities present a heightened risk of a person infected with COVID-19 transmitting it to another person; and

WHEREAS, on November 13, 2020, the Johnson County Board of Health issued Public Health Order No. 002-20, limiting the size of public gatherings, ensuring physical distancing, and placing certain other restrictions on activities and businesses to slow and reduce the spread of COVID-19 in the County; and

WHEREAS, Public Health Order No. 002-20 has been extended and now expires on March 31, 2021; and

WHEREAS, while the number of positive cases and hospitalizations is trending downward in Johnson County, COVID-19 remains a serious threat to the health, safety and welfare of Johnson County; and

WHEREAS, new variants of COVID-19 are emerging that are more contagious and virulent than the initial strain of COVID-19; and

WHEREAS, approximately twenty-five percent (25%) of Johnson County residents eligible for the vaccines have been vaccinated against COVID-19 and Johnson County has entered Phases 3 and 4 of the Kansas Department of Health and Environment's Vaccination Prioritization Plan; and

WHEREAS, the majority of Johnson County residents have yet to be vaccinated against COVID-19; and

WHEREAS, Johnson County residents are strongly encouraged to be vaccinated against COVID-19 when they are eligible under the Kansas Department of Health and Environment's Vaccination Prioritization Plan; and

WHEREAS, wearing face masks and maintaining physical distancing will protect the health of Johnson County residents while they are awaiting vaccinations; and

WHEREAS, the recent plateau in COVID-19 cases in parts of the United States advises against lowering COVID-19 restrictions such as face masks and physical distancing;

WHEREAS, the CDC continues to recommend that all unvaccinated individuals, as well as vaccinated individuals while visiting with certain unvaccinated persons, wear masks, maintain physical distance, and practice other prevention measures; and

WHEREAS, for the aforementioned and other reasons, and in recognition and furtherance of the County's responsibility to provide for and ensure the health, safety, security, and welfare of the people of Johnson County, requiring that masks or other face coverings be worn in public, ensuring physical distancing, and placing certain other restrictions on activities are all measures that can be taken to slow and reduce the spread of COVID-19.

NOW, THEREFORE, BE IT ORDERED by the Johnson County Local Health Officer, pursuant to the above authorities that:

Section I. Social Distancing Provisions.

1. Individuals within a public space shall maintain 6 feet of physical distancing from other individuals, unless such individuals reside together, or an exception stated within Section I.3. of this Order applies. "Public space" means any indoor or outdoor space or area that is open to the public but does not include private residential property or private offices or workplaces that are not open to customers or public visitors.

2. Within a public space where a business or organization operates, such business or organization shall ensure that 6 feet of physical distancing is maintained between individuals and

groups of individuals, unless such individuals reside together, or an exception stated within Section I.3. of this Order applies.

3. Exceptions to the 6 feet of physical distancing requirements stated within Sections I.1. and I.2. shall include:

a. Businesses and organizations that provide services that intrinsically require staff from the business or organization to be within less than 6 feet from one another or the customer, such as dentists, hair salons, barber shops, nail salons, chiropractors, massage services, tattoo parlors, medical services providers, and similar services, provided that staff wear protective face coverings as directed by Section III of this Order.

b. Businesses where tasks completed by employees require such employees to work within 6 feet of one another.

c. While seated at a restaurant, bar, night club, or other business licensed to sell alcohol for on-premises consumption, individuals at the same table may be located within 6 feet of one another. Also, all tables and individuals seated at a table shall be located at least 6 feet from any other tables and individuals seated at such tables. Individuals seated in a bar area shall be located at least 6 feet from any other individuals seated in that area. Congregating of standing individuals in bar or waiting areas is prohibited.

d. Persons who have one or more physical barrier(s) between them and any other persons. "Physical barriers" shall be defined as a partition or wall at least 3' in height above the head of the persons so separated, and impervious to air circulation, e.g. a Plexiglas shield

4. The following are exempt from the limitations in Section I. of this Order, and are instead encouraged to maintain physical distancing as much as is feasible and to maintain 6 feet of physical distance between individuals who do not reside together, when feasible:

- a. Religious institutions, facilities and activities;
- b. Election polling places;
- c. Licensed childcare facilities;
- d. Schools and activities within the purview of school's governing body;
- e. Court facilities;
- f. Wedding and funeral ceremonies;
- g. Public transportation;
- h. Health care, hospitals, and medical facilities;
- i. Law enforcement, jails, and correctional facilities;
- j. Long term care and assisted living facilities; and
- k. Public protest activities.

Section II. Provisions Specific to Certain Activities.

1. Nail salons, barber shops, hair salons, tattoo parlors, dentists and other personal services businesses where 6 feet of physical distancing is not feasible must only serve customers for pre-scheduled appointments or online or text message check-in.

Section III. Wearing of Masks or Other Face Coverings

1. Any person within Johnson County shall wear a mask or other face covering when they are in the following situations:

- a. Inside, or in line to enter, any indoor public space;
- b. Obtaining services from the healthcare sector in settings including, but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, vaccination site, COVID-19 testing site, veterinary clinic, or blood bank (unless otherwise directed by an employee or healthcare provider);
- c. Waiting for or riding on public transportation or while in a taxi, private car service, or ride-sharing vehicle; and
- d. While outdoors in public spaces and unable to maintain a 6-foot distance between individuals (not including individuals who reside together) with only infrequent or incidental moments of closer proximity.

2. All businesses or organizations in Johnson County must require all employees, customers, visitors, members, or members of the public to wear a mask or other face covering when:

- a. Employees are working in any space visited by customers or members of the public, regardless of whether anyone from the public is present at the time;
- b. Employees are working in any space where food is prepared or packaged for sale or distribution to others;
- c. Customers, members, visitors, or members of the public are in a facility managed by the business or organization; or
- d. Employees are in any room or enclosed area where other people (except for individuals who reside together) are present and are unable to maintain a 6-foot distance except for infrequent or incidental moments of closer proximity.

3. The following individuals are exempt from wearing masks or other face coverings pursuant to the provisions of this order:

- a. Persons age five years or under are exempt from wearing masks. Children age two years and under in particular should not wear a face covering because of the risk of suffocation;
- b. Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;
- c. Persons who are deaf or hard of hearing, or communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication;
- d. Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;

- e. Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;
- f. Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided they maintain a 6-foot distance between any other tables and individuals seated at such tables;
- g. Athletes who are engaged in an organized sports activity that allows athletes to maintain a 6-foot distance from others with only infrequent or incidental moments of closer proximity;
- h. Persons who are engaged in an activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a face covering;
- i. Persons engaged in a court-related proceeding held or managed by the Kansas Judiciary except as directed or required by the court or Kansas Judiciary;
- j. Persons engaged in any lawful activity during which wearing a face covering is prohibited by law; and
- k. Persons engaged in religious services, ceremonies or activities.

4. Definitions:

- a. "Mask or other face covering" means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A mask or other face covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. A mask or other face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.
- b. "Public space" is defined in Section I.1. of this Order.

Section IV. Lawful Order. This Order is a lawfully issued order pursuant to K.S.A. 65-202 and K.S.A. 65-119(a) and is also a "public health directive" as identified within KSA 60-5502. Individuals and organizations within Johnson County are required to comply with this Order. Failure of a business or organization to comply with this Order is a violation of Board of County Commissioners Resolution No. 108-20.

Section V. Review by Board of County Commissioners. Pursuant to K.S.A. 65-201 and K.S.A. 65-202, the Board of County Commissioners may review, amend, or revoke this Order.

Section VI. Severability. If any portion of this Order is found or determined to be invalid, such finding, or determination shall only affect the portion of the Order that is at issue and shall not affect the validity of the remainder of the Order.

Section VII. Effective Date; Conclusion. This Order is effective at 12:01 A.M. on Friday, the 26th day of March 2021, and shall remain in effect through 11:59 P.M. on Friday, the 30th day of April 2021, unless it is amended, revoked, or replaced.

IT IS SO ORDERED THIS 25th day of March 2021.

Joseph LeMaster, M.D.
Johnson County Local Health Officer

APPROVED BY:

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Ed Eilert, Chairman

DATE: March 25, 2021

ATTEST:

Lynda Sader
Deputy County Clerk

APPROVED AS TO FORM:

Cynthia Dunham
Interim Chief Counsel

JOHNSON COUNTY BOARD OF PUBLIC HEALTH ORDER NO. 002-20

Applicable within the entirety of Johnson County, Kansas

This Public Health Order is issued by the Board of County Commissioners of Johnson County, Kansas, sitting as the County Board of Health, on November 13, 2020 and is effective the 16th day of November 2020, at 12:01 A.M. to slow the spread of COVID-19 in Johnson County, Kansas pursuant to the authority provided in K.S.A. 65-119 and other applicable laws or regulations.

The Board, sitting and acting as the County Board of Health, upon a motion duly made, seconded, and carried adopted the following Order, to-wit:

WHEREAS, the United States Department of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020, with now more than 10,110,000 cases of the illness and more than 238,000 deaths as a result of the illness across the United States; and

WHEREAS, the World Health Organization declared a pandemic on March 11, 2020; and

WHEREAS, a State of Disaster Emergency was proclaimed for the State of Kansas on March 12, 2020; and

WHEREAS, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. § 1601, et seq. and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. § 5121-5207 (the “Stafford Act”)); and

WHEREAS, as of this date, in Kansas there have been 109,225 reported positive cases of COVID-19 spread among all 105 counties, including 1,215 deaths; and

WHEREAS, on March 19, 2020, the Board of County Commissioners of Johnson County issued a state of local disaster emergency declaration, which was renewed and extended on May 28, 2020, and which remains in place at the time of this Order; and

WHEREAS, COVID-19 is a respiratory disease that spreads easily from person to person and may result in serious illness or death; and

WHEREAS, COVID-19 has resulted in 18,407 reported positive cases of COVID-19 in Johnson County and the deaths of 239 Johnson County residents; and

WHEREAS, the spread of COVID-19 endangers the health, safety, and welfare of persons and property within Johnson County, Kansas; and

WHEREAS, to reduce the spread of COVID-19, measures that are recommended and considered effective by the Centers for Disease Control and Prevention (“CDC”) include, among

other measures, avoiding close contact with other people and covering one's mouth and nose with a cloth face cover when in public settings; and

WHEREAS, the increased spread of COVID-19 also presents a serious threat to the continued effective operation of the local economy within Johnson County; and

WHEREAS, wearing a mask or other whole face covering in public venues reduces transmission of the virus, helps keep our businesses open and our economy running, and gets and keeps children in school; and

WHEREAS, the Kansas Governor's Executive Order 20-52, requiring the wearing of masks or other face coverings in public, remains in effect; and

WHEREAS, in general, large public gatherings lead to heightened risks of large-scale COVID-19 person-to-person transmission; and

WHEREAS, the intent of this Order is not to deprive any person or entity of any rights protected by the United States Constitution, the Kansas Constitution, or any other law, but merely to set forth restrictions which would best protect Johnson County residents against the community spread of COVID-19; and

WHEREAS, there are certain activities where the wearing of masks and face coverings is exempted pursuant to the terms of Executive Order 20-52 where customers may be in the proximity of others for extended periods of time (such as when customers may be eating or drinking), which means such activities present a heightened risk of a person infected with COVID-19 transmitting it to another person; and

WHEREAS, both the number of positive cases and the percentage of individuals tested with positive test results within Johnson County have increased greatly and significantly in the past weeks; and

WHEREAS, the intensive care units at the largest hospitals and all schools within Johnson County are in imminent risk of incapacity; and

WHEREAS, for the aforementioned and other reasons, and in recognition and furtherance of the County's responsibility to provide for and ensure the health, safety, security, and welfare of the people of Johnson County, requiring that masks or other face coverings be worn in public, limiting the size of public gatherings, ensuring physical distancing, and placing certain other restrictions on activities are all measures that can be taken to slow and reduce the spread of COVID-19.

NOW, THEREFORE, BE IT ORDERED by the Board of County Commissioners of Johnson County, Kansas, sitting and acting as the County Board of Health, that:

Section I. Social Distancing and Public Gatherings Provisions.

1. Individuals within a public space shall maintain 6 feet of physical distancing from other individuals, unless such individuals reside together, or an exception stated within Section I.3. of this Order applies. "Public space" means any indoor or outdoor space or area that is open to the public but does not include private residential property or private offices or workplaces that are not open to customers or public visitors.

2. Within a public space where a business or organization operates, such business or organization shall ensure that 6 feet of physical distancing is maintained between individuals and groups of individuals, unless such individuals reside together, or an exception stated within Section I.3. of this Order applies.

3. Exceptions to the 6 feet of physical distancing requirements stated within Sections I.1. and I.2. shall include:

a. Businesses and organizations that provide services that intrinsically require staff from the business or organization to be within less than 6 feet from one another or the customer, such as dentists, hair salons, barber shops, nail salons, chiropractors, massage services, tattoo parlors, medical services providers, and similar services, provided that staff wear protective face coverings as directed by Executive Order 20-52

b. Businesses where tasks completed by employees require such employees to work within 6 feet of one another.

c. While seated at a restaurant, bar, night club, or other business licensed to sell alcohol for on-premises consumption, individuals at the same table may be located within 6 feet of one another. However, there shall not be more than 8 individuals at any such table. Individuals seated in a bar area shall be located at least 6 feet from any other individuals seated in that area. Congregating of standing individuals in bar or waiting areas is prohibited. Also, all tables and individuals seated at a table shall be located at least 6 feet from any other tables and individuals seated at such tables.

d. Persons who have one or more physical barrier(s) between them and any other persons. "Physical barriers" shall be defined as a partition or wall at least 3' in height above the head of the persons so separated, and impervious to air circulation, e.g. a Plexiglas shield

4. Mass gatherings within specific enclosed, confined, or designated public spaces, whether indoors or outdoors, shall be limited to 50 total individuals or 50 percent of the capacity permitted under the applicable fire code, whichever is less, and subject to the requirement within Section I.1. and Section I.2. of this Order that individuals must maintain 6 feet of physical distance. In the absence of a capacity established under the applicable fire code, the mass gathering shall be limited to 50 total individuals, subject to individuals maintaining 6 feet of social distance pursuant to Section I.1. and Section I.2. of this Order. For purposes of defining mass gatherings, distinct buildings and distinct rooms shall be considered as distinct spaces. Any business or organization hosting or organizing a mass gathering (e.g. a conference) shall be responsible for ensuring individuals' compliance with the mass gathering and physical distancing requirements stated within this Order.

Activities within the following locations shall not be considered mass gatherings and shall not be subject to the above limitations on the number of individuals or percent of capacity:

- a. Restaurants;
- b. Bars, night clubs, and other businesses licensed to sell alcohol for on-premises consumption;
- c. Fitness centers and health clubs;
- d. Healthcare organizations; and
- e. Organizations providing funeral and burial services.

f. Retail stores

Businesses and organizations seeking to hold an event that is non-conforming to this section, such as a conference, wedding or other mass gathering in excess of the limit, shall submit a plan to the County specifying how they will ensure public safety during operations, in compliance with the other sections of this Order.

5. Outdoor and indoor entertainment venues with attendance in excess of 2,000 people may not host events for the duration of this Order.

6. The following are exempt from the mass gatherings limitations in Section I.4. of this Order, and are instead encouraged to maintain physical distancing as much as is feasible and to maintain 6 feet of physical distance between individuals who do not reside together, when feasible:

- a. Religious institutions and activities
- b. Election polling places;
- c. Licensed childcare facilities;
- d. Schools and activities within the purview of school's governing body; and
- e. Court facilities.

7. Masks or Other Face Coverings: Kansas Governor's Executive Order 20-52 regarding face coverings remains in effect.

Section II. Provisions Specific to Certain Activities.

1. Nail salons, barber shops, hair salons, tattoo parlors, dentists and other personal services businesses where 6 feet of physical distancing is not feasible must only serve customers for pre-scheduled appointments or online or text message check-in.

2. Fitness centers and health clubs must close locker rooms, except for when a portion of a locker room may be necessary to remain open for use as restroom facilities.

3. Fairs, festivals, carnivals, parades, and other similar events shall not occur. Gatherings for the purpose of political protest are excluded; however, such gatherings must abide by Section I.2 above.

4. All bars, night clubs, restaurants or other businesses licensed to sell alcohol for on-premises consumption must abide by a curfew and close by 12:00 A.M. (midnight) and remain closed for a minimum of four (4) hours. Any such establishment may continue to provide carryout, drive-through and delivery food and beverage services after 12:00 A.M. (midnight).

5. All restaurants must cease all in-person dining and abide by a curfew to close such in-person dining areas by 12:00 A.M. (midnight) and remain closed for a minimum of four (4) hours. Any such establishment may continue to provide carryout, drive-through and delivery food and beverage services after 12:00 A.M. (midnight).

6. All recreational and youth organized sports tournaments, games, practices, and related events may still occur, but attendance shall be limited to a maximum of 2 attendees per participant and such activities shall remain subject to the physical distancing and mass gathering

provisions included within Section I of this Order. Collegiate sporting events and sporting events governed by Kansas State High School Activities Association and/or school boards are not subject to these provisions but are strongly encouraged to abide by them at a minimum.

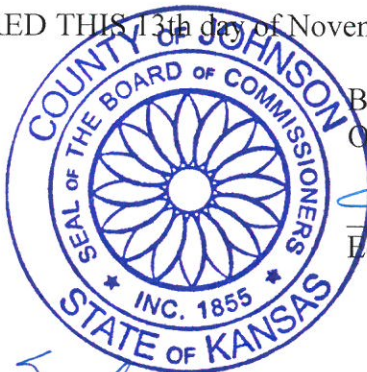
7. If a business or organization has multiple distinct components that fit within different portions of this Order, each distinct component shall be required to fit the requirements of this Order that apply most specifically to such component of the business or organization.

Section III. Lawful Order. This Order is a lawfully issued order pursuant to K.S.A. 65-202 and K.S.A. 65-119(a) and is also a “public health directive” as identified within Section 9 of 2020 Special Session House Bill No. 2016. Individuals and organizations within Johnson County are required to comply with this Order.

Section IV. Severability. If any portion of this Order is found or determined to be invalid, such finding, or determination shall only affect the portion of the Order that is at issue and shall not affect the validity of the remainder of the Order.

Section V. Effective Date; Conclusion. This Order is effective at 12:01 A.M. on Monday, the 16th day of November 2020, and shall remain in effect through 11:59 P.M. on Sunday, the 31st day of January, 2021, unless it is amended, revoked, or replaced.


IT IS SO ORDERED THIS 13th day of November 2020.



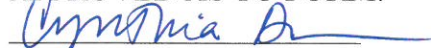
BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS


Ed Eilert, Chairman

ATTEST:


Lynda Sader
Deputy County Clerk

APPROVED AS TO FORM:


Cynthia Dunham
Interim Chief Counsel

FILED

NOV 13 2020

DEPUTY COUNTY CLERK
JOHNSON COUNTY KANSAS

**GOVERNMENT ENFORCEMENT SERVICES AGREEMENT
FOR JOHNSON COUNTY LOCAL HEALTH OFFICER ORDERS AND COUNTY
BOARD OF HEALTH ORDERS**

by and between:

JOHNSON COUNTY, KANSAS

and

THE CITY OF ROELAND PARK, KANSAS

This Agreement made and entered into this day of December, 2020, by and between **Johnson County, Kansas** ("County") and the **City of Roeland Park, Kansas** ("City").

WITNESSETH:

WHEREAS, County and City ("Parties") desire to protect the health and safety of their citizens; and

WHEREAS, the Local Health Officer is appointed by Johnson County pursuant to K.S.A. 65-201 and, is directed and authorized by statute to act to prevent the spread of any infectious, contagious, or communicable disease; and

WHEREAS, pursuant to K.S.A. 65-201, the Board of County Commissioners of Johnson County, Kansas acts as the County Board of Health for Johnson County; and

WHEREAS, pursuant to K.S.A. 65-119, the Local Health Officer and the County Board of Health are charged with exercising and maintaining supervision over infectious or contagious disease within Johnson County and are "empowered and authorized to prohibit public gatherings when necessary for the control of any and all infectious or contagious disease"; and

WHEREAS, the Johnson County Local Health Officer or the County Board of Health may issue certain health orders in furtherance of these objectives; and

WHEREAS, the Johnson County Board of County Commissioners, sitting as the Johnson County Board of Public Health, adopted Johnson County Board of Public Health Order No. 002-20 ("Health Order") on November 13, 2020; and

WHEREAS, County adopted Resolution 108-20 on November 19, 2020, establishing noncompliance with the Health Order as a violation of the Johnson County Code; and

WHEREAS, pursuant to K.S.A. 19-101d, the Board of County Commissioners has the power to enforce all resolutions passed pursuant to county home rule powers. Noncompliance with Health Orders may be prosecuted in Johnson County Codes Court and violations shall incur fines pursuant to Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX; and

WHEREAS, Resolution 108-20 is effective within all of the unincorporated areas of Johnson County, Kansas, and within any cities whose governing bodies have agreed to contract with the County for such services; and

WHEREAS, County and City are authorized to enter into an agreement for services pursuant to K.S.A. 12-2908; and

WHEREAS, County and City deem it in the interest of public health and safety to enforce the Health Order within the corporate city limits of City.

NOW, THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties do agree as follows:

1. The County shall provide enforcement of the Health Order within the city limits of City, pursuant to Resolution 108-20. Amendments to the Health Order or other health orders issued by the Johnson County Board of Public Health or the Johnson County Local Health Officer may be included in this Agreement if the City agrees in writing to include those specific orders. The Parties agree that the form and scope of the City's subsequent agreement to include amendments to the Health Order or other health orders within the scope of this Agreement will be as authorized by the City's governing body in its sole discretion.
2. All expenses necessary to the operation of said enforcement shall be paid and provided for by the County. Notwithstanding the foregoing, nothing in this Agreement shall be construed so as to require County to pay for any of City's expenses incurred during any investigation, prosecution, or assistance in enforcement of the Health Order.
3. The County and City shall each designate a liaison as the point of contact under this Agreement.
4. By entering into this Agreement, the governing body of the City has consented to the County exercising local legislation and administration limited to the enforcement of the Health Order within the corporate limits of the City, such that at the time of this Agreement, the Agreement does not infringe upon the City's home rule powers, pursuant to Article 12, Section 5 of the Kansas Constitution and K.S.A. 19-101a(4).
5. The City consents to the County's jurisdiction to prosecute violations of the Health Order that occur within the City's corporate boundaries in the Johnson County Court, pursuant to Johnson County Code Part II, Chapter I, Section 1-7 and Part II, Chapter II, Article IX. The City shall defer all prosecutorial decisions to the County and fines collected as a result of said prosecutorial efforts shall be retained by the County and the City shall make no claim or demand for any portion of any fines collected by the County as a result of enforcement activity within the corporate boundaries of the City.

6. The City agrees to aid County in educating and promoting awareness of the Health Order within its city limits. The City further agrees to aid County in reporting, investigating, and testifying as to the noncompliance of the Health Order. The Parties agree that the City retains the sole, discretionary authority to decide what "aid", "educating", "promoting awareness", "reporting", "investigating" to provide to County. Prior to County issuing a citation within City's city limits, County will have a general expectation that City will have provided records and documentation sufficient to support a determination by County to issue a citation. In recognition of the varying circumstances that may occur on these matters, the City and County may enter into separate related agreements or memoranda of understanding. Also, the City and County may confer to arrive at other informal written or unwritten approaches to determine processes to coordinate with one another to effectuate this Agreement.
7. The following terms and conditions shall cover how the parties will handle records matters that are likely to arise within this Agreement:
 - A. City shall be responsible for responding to Kansas Open Records Act ("KORA") requests received by City. County shall be responsible for responding to KORA requests received by County.
 - B. When the County files a uniform complaint and notice to appear in County Codes Court and a defendant or a defendant's legal counsel completes a discovery request, County would ultimately be responsible for completing the discovery request response, but would rely upon assistance from City to ensure that all documents responsive to the discovery request could be provided in a timely fashion. County would gather and prepare to distribute to the defendant any documents County would possess that may be responsive to the request pursuant to state law, which may include but not be limited to records generated by City. County will also contact City to request that City provide County any and all records that may be responsive to the discovery request, which would also include any potentially exculpatory evidence. City would expeditiously locate such records and would not unreasonably withhold any such records, but would instead provide the documents as soon as practicable. County would then deliver the records responsive to the discovery request to the defendant or the defendant's legal counsel.
8. Either party to this Agreement shall have the right to terminate this Agreement upon notice to the other as set forth hereinafter. Written notice of termination issued on lawful authority of the terminating party shall be given in writing and termination shall become effective upon the non-terminating party's receipt of such notice of termination. Notice shall be sent to:

COUNTY: Director of Department of Health and
Environment
Health Services Building
11875 S. Sunset Drive, Suite #300
Olathe, KS 66061

and Johnson County Legal Department
Attn: Chief Counsel
111 S. Cherry Street, Suite 3200
Olathe, Kansas 66061

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

9. The right of the County and the City to enter into this Agreement is subject to the provisions of the cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County and the City shall at all times stay in conformity with such laws, and as a condition of this Agreement either party reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
10. This Agreement contains the entire agreement between the parties relating to the subject matter hereto. No amendment, waiver or modification of this Agreement shall be effective unless reduced to writing and signed by the authorized officers of each of the parties hereto, except to the extent this Agreement would authorize supplemental documents in conjunction with this Agreement, as described within Section 7 of this Agreement.
11. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
12. This Agreement shall become effective upon signature of approval of both parties and upon compliance of City with the provisions indicated within Section 5 of this Agreement, and shall continue in force and effect until terminated by either party as provided in Section 8 or Section 9 of this Agreement.
13. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

[Signature Page Follows Directly]

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

JOHNSON COUNTY, KANSAS

By: _____
Ed Eilert, Chairman

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Title: Assistant County Counselor

ATTEST:

By: _____
Lynda Sader, Deputy County Clerk

CITY OF ROELAND PARK, KANSAS

By: _____
Mike Kelly, Mayor

APPROVED AS TO FORM:

By: _____
Steve Mauer
City Attorney

ATTEST:

By: _____
Kelley Nielsen, City Clerk

Item Number: New Business- VIII.-A.
Committee 4/5/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/19/2021
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Annual Cooperative Agreement with Johnson County for Storm Water Best Management Practices Program**
Item Type: Agreement

Recommendation:

To approve the 2021 Stormwater Best Management Practices (BMP) Cost-Share Program Agreement with Johnson County.

Details:

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

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

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

Reimbursements to the residents come from the City, but the City is reimbursed from the County. The cap dollar the County provide the City is \$3,000 for reimbursements. The most the City has ever reimbursed residents in a single year through this program was \$1,118 in 2014.

Project Type Project Reimbursement Cap

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

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount: \$3,000
Line Item Code/Description: 300 Stormwater Maintenance	

Additional Information

In 2020, 9 residents participated in the cost share program. Items that were planted were native trees and this installation of a rain garden. We have seen an increase in the participation in this program in the past few years. this program benefits residents that want to assist with reducing the amount of stormwater runoff in our city.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Agreement with Johnson County	Cover Memo

Agreement

For Stormwater BMP Cost-Share Program

THIS AGREEMENT is entered into by and between the Board of County Commissioners of Johnson County Kansas by Public Works Department (hereinafter “the County”) and the city of Roeland Park, Kansas, (hereinafter “the City”) (hereinafter collectively “the Parties”) as of the ____ day of _____, 2021.

Recitals

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

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

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

D. The County, with the concurrence of the Stormwater Management Advisory Council, hereby agrees to provide \$3,000 to the City for its Program upon the following terms and conditions:

Agreement

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

5. **Duration and Expiration of Agreement.** This Agreement shall be effective as of April 15, 2021, and shall expire on January 31, 2022. The Parties acknowledge and agree that any prior agreements on the same subject matter have expired and neither party has any unfilled obligations under that agreement.

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

City of Roeland Park, Kansas

Johnson County Public Works Department

Keith Moody
City Administrator

Brian Pietig
Director of Public Works

Approved as to form:

Approved as to form:

Steve E. Mauer
City Attorney

Robert A. Ford
Asst. County Counselor

Attest:

Kelley Nielsen,
City Clerk

EXHIBIT A

Contain the Rain in Johnson County

2021 Stormwater Best Management Practices Program Requirements

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

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

Program Applicant Conditions

1. All native plants and trees planted must be included on the list of approved natives.
2. Trees must not be planted where it will interfere with traffic sight lines or in the right-of-way.
3. Know the space where you are planting a tree. Homeowner is responsible for verifying the species of tree will work in the space. Visit <https://www.arborday.org/trees/righttreeandplace/> for more information.
4. The City is not liable for personal injury or property damage resulting from work related to the project.
5. The funded project must be maintained for a minimum of three years. All maintenance costs are the sole responsibility of the applicant and/or property owner. The City is not responsible for trees or plants that do not survive.
6. The applicant is responsible for obtaining all applicable permits, **including notifying Kansas One-Call before digging**. The Dig Safe phone number is 811.
7. To be reimbursed:
 - a. The City will reimburse after all costs have been incurred, final receipts are submitted, and final approval is obtained. Project and costs must be complete in the funding year.
 - b. All reimbursements are on a first come, first serve basis until funding runs out.
 - c. Applicant is responsible for all project costs.
 - d. All projects and/or installations must be completed with all final documentation submitted by November 30, 2021.
8. For Rain Gardens and Large Native Plants Installations (greater than \$200 reimbursement):
 - a. Pre-approval is required before any work can begin.
 - b. The City requires access to the property for evaluation of the application prior to the start of the project, during installation, and after the project is complete for final inspection.

- c. Projects pre-approved for funding carry no implied warranty or guarantee of reimbursement by the City.
- d. Implementation of the approved project is the sole responsibility of the applicant.

Instructions to Apply for Reimbursement for Rain Gardens

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

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

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

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

Contact Information:

Claire Zimmerman
Bridging The Gap
1427 W 9th Street, Ste 201
Kansas City, MO 64101
Claire.Zimmerman@bridgingthegap.org
816.561.1085

Item Number: New Business- VIII.-B.
Committee 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/30/2021
Submitted By: Mayor Kelly
Committee/Department: Admin.
Title: **Committee Appointments**
Item Type:

Recommendation:

Appoint Sandy Billinger to the Parks Committee, Russell McCorkle to the Ad-Hoc Historical Committee, Marek Gliniecki to the Community Foundation, and Diane Mora to the Racial Equity Committee

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description

Type

- 📁 Sandra Billinger
- 📁 Russell McCorkle
- 📁 Diane Mora

- Cover Memo
- Cover Memo
- Cover Memo

Online Form Submittal: Committee Volunteer Form

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

Sat 12/12/2020 3:01 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; Jones-Lacy, Jennifer <jjoneslacy@roelandpark.org>

Committee Volunteer Form

Date	12/12/2020
First Name	Sandra
Last Name	Billinger
Address	5035 Clark Dr.
City	Roeland Park
State	KS
Zip	66205-1317
Email	
Phone	
Place of Employment	KU Medical Center
How long have you been a resident of Roeland Park?	7 years
How much time do you have to devote per month?	1-2 hours
Board & Committee Interest	<p>I am an active commuter (cycle and walking) in Roeland Park and enjoy all outdoor activities. I believe Parks are essential for cities to maintain a sense of community and as a place of gathering for family, friends, etc. Parks bring people together. I have served on many national and international committees to promote physical activity for people with disabilities. For the American Heart/Stroke Association, I was the lead author on published recommendations for physical activity and exercise for people living with stroke. I strongly believe that parks and city infrastructure should be welcoming for all including those with disabilities.</p> <p>I am an avid "tree hugger" and believe trees and natural environments are essential to all.</p>
Select a Board or Committee	Parks
Are you a high school student between the ages of 14 and 18?	No

Online Form Submittal: Committee Volunteer Form

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

Mon 3/25/2019 3:54 PM

To: Bohon, Kelley <kbohon@roelandpark.org>; Jones-Lacy, Jennifer <jjoneslacy@roelandpark.org>

Committee Volunteer Form

Date	3/25/2019
First Name	Russell
Last Name	McCorkle
Address	5025 W. 56th Street
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Field not completed.
How long have you been a resident of Roeland Park?	Since 1996 on my own. Family moved here in 1963.
How much time do you have to devote per month?	Field not completed.
Board & Committee Interest	Several current members of the Parks committee feel that I can bring another viewpoint to the committee. Living across the street from R Park I see specifically how the park is used and what current and future needs might be. I also regularly walk by other parks in the city.
Select a Board or Committee	Parks
Additional Comments	Field not completed.
Resume	Field not completed.

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

Committee Volunteer Form

Date	3/4/2021
First Name	Diane
Last Name	Mora
Address	5122 Rosewood Drive
City	Roeland Park
State	KS
Zip	66205
Email	dianemariemora@gmail.com
Phone	913=484-2638
Place of Employment	Currently substitute teaching while applying for full time employment.
How long have you been a resident of Roeland Park?	15 years
How much time do you have to devote per month?	Flexible based on your needs.
Board & Committee Interest	<p>ATTN: Halle Sims and Kat Raglow</p> <p>Michael Rebne encouraged me to submit my interest in joining the Roeland Park ad-hoc committee focused on Diversity, Equity and Inclusion.</p> <p>My interest in joining is fostered by experiences I've had during my 14-year career in education as well as volunteer and humanitarian aide experiences.</p> <p>My career in education focused on developing equitable and more inclusive experiences for the most vulnerable students and families in the metropolitan area. This is demonstrated through my involvement with high school programs like Upward Bound, parent programs like Unidos US, and teaching adult ABE/GED/ESL classes.</p>

My involvement in DEI and social justice initiatives specifically range from facilitating conversations among culturally and socioeconomically diverse community members at Table Talk dinners in Omaha, Nebraska, to performing humanitarian aid on behalf of migrant families along the borders of Mexico and Arizona, to working side by side among members of the Lakota Sioux nation to improve the living conditions of Lakota children on Pine Ridge Reservation in Pine Ridge, South Dakota, and participating in anti-racism community conversations hosted by the Mayor of Kansas City, Missouri.

All of my experiences are complemented by my Master's degrees from Creighton University (emphasis Social Justice) and Avila University (Education), and the completion of a 2019-2020 Fellowship with the Kauffman Foundation that culminated in the designation of Master Educator in Culturally Responsive Teaching and Learning.

An opportunity to participate on the Roeland Park DEI Committee would enable me to further integrate myself in our community and deepen my appreciation for and understanding of the wide variety of residents in our community. I'm happy to provide letters of recommendation upon request.

Sincerely,
Diane Mora
(she / her)

Select a Board or Committee	Other
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	<i>Field not completed.</i>
Resume	Mora Resume City of RP 03_04_2021.docx.pdf

Item Number: New Business- VIII.-C.
Committee 4/5/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/25/2021
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Task Order for R Park Phase 3 Improvements**
Item Type: Discussion

Recommendation:

Approve task order for Phase 3 improvements for R Park with Lamp Ryneason at a cost not to exceed \$49,608

Details:

Attached is the task order for the final phase for the R Park improvements. Phase 3 is the last remaining portion of the construction elements for R Park. Items to be addressed are the hardscape and trail areas and the playground equipment. Lamp Ryneason will be doing the design of the hardscape and Confluence will provide concepts for the playground design. Confluence was asked to provide planning and design services related to the playground as they have specialists in this area where Lamp Ryneason does not. Confluence is a sub consultant to Lamp Ryneason. Staff believes it will be beneficial to have Confluence attend Park/Tree Committee meetings to help this committee navigate the challenges of planning for playground equipment. They can also aid in facilitating discussion about the Green Traffic Garden and Fall Protection objectives contemplated with the 3rd phase at R Park.

\$304,000 Phase 3 Design and Construction
+\$100,000 Fall Protection Objective
+ \$75,000 Green Traffic Garden Objective
\$479,000 Total Potential Budget if All Elements Included

Approval of the task order will allow for the planning and design process to progress in 2021. The project would generally be put out for bid in December of 2021 or January of 2022. Construction is anticipated occurring in the spring/summer of 2022.

Also attached is the R Park Master Plan, phase 3 is on the final page (page 4).

Financial Impact

Amount of Request: \$49,608	
Budgeted Item?	Budgeted Amount: \$50,000 of the \$304,000 budgeted for Phase 3 is identified for design
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"/> R Park Phase 3 Task Order	Cover Memo
<input type="checkbox"/> R Park Master Plan	Cover Memo

City of Roeland Park – R Park Phase 3 Site Improvements

Contract: On-Call City Engineering

Ordinance or Resolution:

Task Agreement No: 21-5

Funding Amount: \$49,608

Purchase Order No:

Project Title: R Park Phase 3 Site Improvements

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

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

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): Fee Estimate, Confluence Scope Attachment

PROJECT Scope:

1. Survey: Perform select topographic survey of subject project site to supplement survey by others. Survey will pick up features that have been added to site within Phase 3 project boundary (i.e. bench pads, shelters, sidewalk connections near pavilion).
2. Final Design: Prepare construction documents for R Park Phase 3 site improvements. Phase 3 scope includes access path improvements for ADA accessibility and site grading to support an all-inclusive playground (layout and equipment to be specified by Confluence, see attached scope of services). Plans will include cover sheet, site plan, existing conditions / survey control plan, dimension plan, grading plan, enlarged grading plan, and erosion control plan / details, and site details. Attend up to three City / Parks Committee meetings, prepare SWPPP and obtain KDHE NOI land disturbance permit, provide an engineer's estimate of probable construction costs, and prepare bid documents consisting of final construction drawings and a project manual with technical specifications.
3. Bidding: Conduct a pre-bid meeting, answer questions during bidding, attend bid opening, tabulate and review bid proposals and qualifications, and provide a bid recommendation to City.
4. Construction Phase Services: Conduct a pre-construction meeting, review shop drawings, attend construction progress meetings, review pay requests, answer questions during construction, perform final walkthrough and prepare punch list.
5. Construction Observation Services: Provide part time construction observation (10 hours per week). A 6-week construction period is assumed.

The attached Lamp Rynearson services will be provided for an hourly rate. Total not to exceed project fee is \$49,608, including direct expenses.

Staff Signatures

Mayor:
Mike Kelly

City Administrator:
Keith Moody

Signature: _____

Date: _____

Signature: _____

Date: _____

Partner Signatures

Division Manager:
Daniel G. Miller, P.E.

Company Principal (if different):
Tony O'Malley, P.E.

Signature: _____

Date: 3/24/2021

Signature: _____

Date: _____

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

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

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and Lamp Rynearson (Professional), dated **11/02/2020**.

Attach scope of work, budget, and other supporting material



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

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE R Park Phase 3 Site Improvements
 LOCATION Roeland Park, Kansas
 DATE 3/24/2021

PROJECT # TBD
 BY Dan McGhee

Classification:

	Civil Design Group Leader	Sr. Project Manager V	Sr. Project Engineer I	Project Designer IV	Construction Observer	Admin	Hourly NTE Survey Fee	Subtotal of Hrs per Item	Subtotal of Fee per Item
Associate:	Miller	McGhee	Van Patten	McMurry	Bruemmer	Nichols			
Hourly Rate:	\$223.00	\$191.00	\$116.00	\$106.00	\$96.00	\$79.00			

Survey									
Select Topo Survey (supplement original by others)							3000		\$3,000.00
Subtotal of Hours per Associate									
Subtotal of Fee per Associate									
							Labor Fee		\$3,000.00
							Reimbursables	3%	\$90.00
							Subtotal of Survey Services		\$3,090.00
Design									
Phase 3 Site Improvements Cover Sheet	1			1				2	\$297.00
Site Plan		2	6		6			14	\$1,714.00
Existing Conditon and Survey Control Plan		1			3			4	\$509.00
Dimension Plan		2			6			8	\$1,018.00
Grading Plan	1	3	12		4			20	\$2,612.00
Enlarged Grading Plan (Path, Playground Perimeter)		3	12		8			23	\$2,813.00
Erosion Control Plan and Details		1	2		2			5	\$635.00
Site Details		2			4			6	\$806.00
Revisions per City / Parks Committee Comments		2		4	8			14	\$1,694.00
City Meetings (up to 3 assumed)	2	5						7	\$1,401.00
Stormwater Pollution Prevention Plan / KDHE NOI		2	6					8	\$1,078.00
Engineer's Estimate of Probable Construction Costs		2			3			5	\$700.00
Project Manual and Technical Specifications	1	2	6			8		17	\$1,933.00
Project Management	1	2						3	\$605.00
Subtotal of Hours per Associate	5	30	48	45		8		136	
Subtotal of Fee per Associate	\$1,115.00	\$5,730.00	\$5,568.00	\$4,770.00		\$632.00			
							Labor Fee		\$17,815.00
							Reimbursables	1%	\$178.15
							Playground Planning and Design (Confluence, see separate scope)		\$7,500.00
							Subtotal of Design		\$25,493.15
Bidding									
Attend Pre-Bid Meeting & Prep	1		2					3	\$423.00
Answer Questions During Bidding		2		2				4	\$614.00
Issue Addendum (if warranted)		2		2	2			6	\$826.00
Attend Bid Opening		1						1	\$191.00
Tabulate and Review Bids, Provide Recommendation	1	2	3		2			8	\$1,165.00
Subtotal of Hours per Associate	1	8	9	4				22	
Subtotal of Fee per Associate	\$223.00	\$1,528.00	\$1,044.00	\$424.00					
							Labor Fee		\$3,219.00
							Reimbursables	2%	\$64.38
							Subtotal of Bidding		\$3,283.38



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

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE R Park Phase 3 Site Improvements
 LOCATION Roeland Park, Kansas
 DATE 3/24/2021

PROJECT # TBD
 BY Dan McGhee

Classification:

	Civil Design Group Leader	Sr. Project Manager V	Sr. Project Engineer I	Project Designer IV	Construction Observer	Admin	Hourly NTE Survey Fee	Subtotal of Hrs per Item	Subtotal of Fee per Item
Associate:	Miller	McGhee	Van Patten	McMurry	Bruemmer	Nichols			
Hourly Rate:	\$223.00	\$191.00	\$116.00	\$106.00	\$96.00	\$79.00			

Construction Contract Administration									
Pre-Construction Meeting		2	3		2			7	\$922.00
Shop Drawing Review / Submittals		1	4					5	\$655.00
Construction Issues and Question Resolution	I	3	4	2				10	\$1,472.00
Progress Meetings, Agenda and Minutes		3	4		3			10	\$1,325.00
Review Pay Requests		1	2		1			4	\$519.00
Perform Final Walkthrough, Punch List, Follow-up		2	3		2			7	\$922.00
Subtotal of Hours per Associate	I	12	20	2	8			36	
Subtotal of Fee per Associate	\$223.00	\$2,292.00	\$2,320.00	\$212.00	\$768.00				
						Labor Fee			\$5,815.00
						Reimbursables	2%		\$116.30
						Confluence CA Services, Hourly NTE			\$2,000.00
						2022 Rate Adjustment	4%		\$232.60
						Subtotal of Construction Administration			\$8,163.90
Construction Observation									
Construction Observation									
SWPPP Inspections, 4 Hours / Week / 2 month period					32			32	\$3,072.00
Part Time, 10 Hours / Week / 6 Week Construction					60			60	\$5,760.00
Subtotal of Hours per Associate					92			92	
Subtotal of Fee per Associate					\$8,832.00				
						Labor Fee			\$8,832.00
						Reimbursables	0.56/mi		\$392.00
						2022 Rate Adjustment	4%		\$353.28
						Subtotal of Construction Observation			\$9,577.28
Project Fee Summary									
						Survey, Design and Bidding Fee			\$31,866.53
						Construction Contract Administration and Part Time Observation Fee			\$17,741.18
						PROJECT TOTAL			\$49,607.71

R Park Phase 3
Confluence, Inc.
Scope of Services Attachment

BASIC SCOPE OF SERVICES:

Confluence to provide professional landscape architecture services to Lamp Rynearson for R Park in Roeland Park, Kansas. The scope includes public input, landscape plan, site amenities plan – playground and specifications.

1. Preliminary and Final Design, Construction Administration

A. Scope:

Preliminary Design

Prior to development of concept plans, Confluence will develop image boards showing playground precedent imagery reflecting playground budgets for virtual public input and direction. The outcome of public input will be summarized, and two concepts will be developed for City review and input.

Develop concepts for site that include but not limited to:

- Park Landscape
- Inclusive Playground + Precedent Imagery/Manufacturers

Final Design

Utilizing a preferred direction, Confluence will develop final plans for site that include:

- Landscape Plan
- Playground Plan
- Playground Specifications
- Landscape Specifications

Construction Administration

Confluence will review submittals and provide responses for RFI's and substitution requests.

B. Exclusions:

We have not included any time or fee for the following items:

- 3D Graphic Illustrations
- Survey and Geotechnical Report
- Construction Administration
- Cost Opinion

C. Proposed Scope of Work / Deliverables:

- a. Confluence will produce landscape/playground conceptual site design options (2) for Owner review and approval.
- b. Confluence will provide final rendered conceptual site design.
- c. Confluence will provide final plans listed in section A.
- d. Confluence to attend up to two (2) meetings or teleconferences.

Fee Arrangement:

Preliminary and Final Design services shall be on a lump-sum basis, described as follows: Seventy-Five Hundred Dollars (\$7,500.00).

Construction Administration services shall be on an hourly not to exceed rate per the current Confluence hourly rate schedule, described as follows: Not to exceed Two Thousand Dollars (\$2,000.00).

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

MARK DANIEL MCGHEE JR.

R PARK IMPROVEMENTS MASTER PLAN

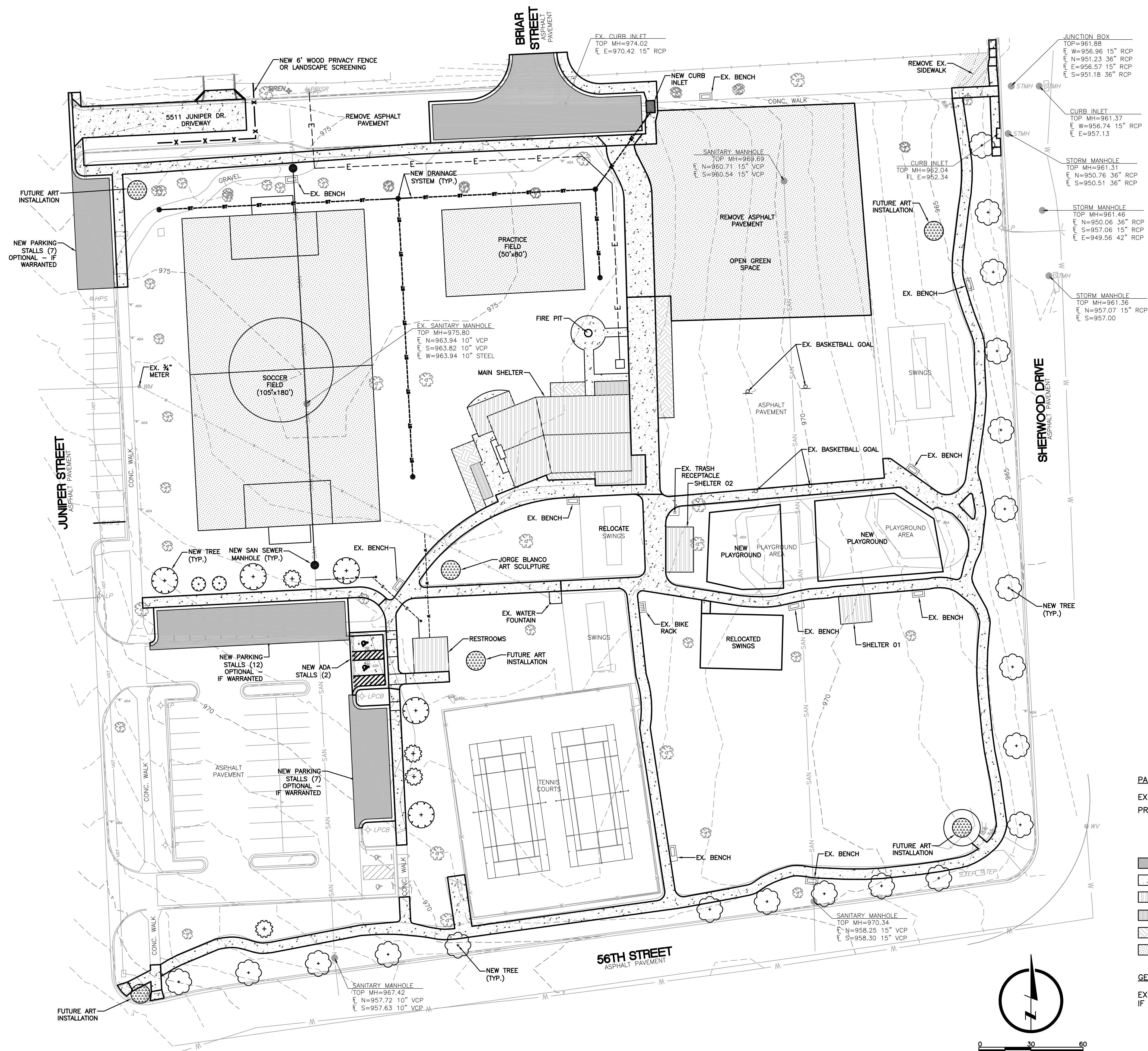
**ROELAND PARK IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS**

REVISIONS	
11-09-2018	ORIGINAL ISSUE DATE
03-08-2019	PARKS COMMITTEE RECOMMENDATONS
03-19-2019	ADOPTED BY CITY COUNCIL (03-18-2019)

DESIGNER / DRAFTER

AJM
DATE
03-19-2019
PROJECT NUMBER
0318001.07
BOOK AND PAGE







SHEET



PARKING SPACES

EXISTING - 47 SPACES
PROPOSED - 76 SPACES

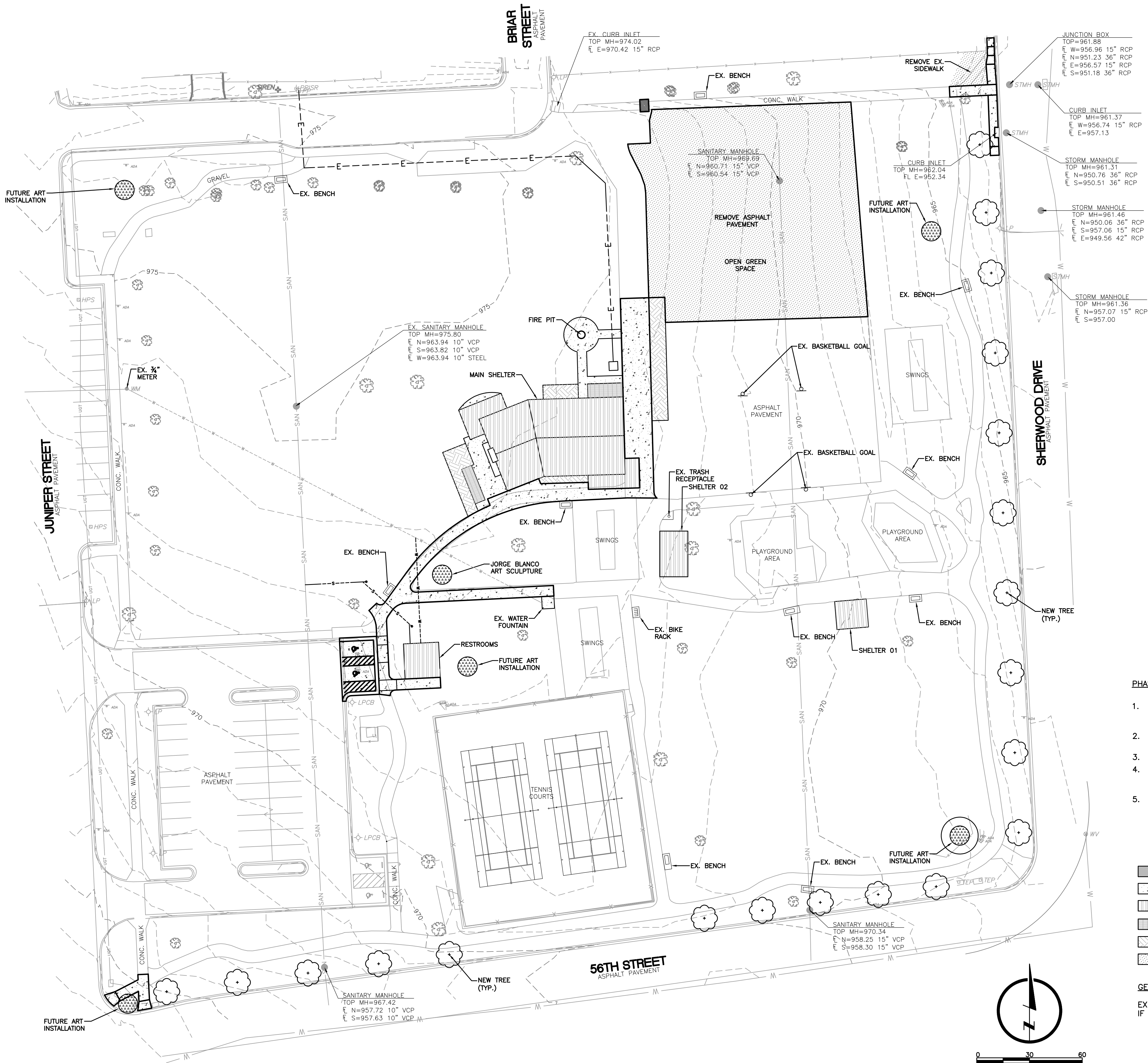
LEGEND

-  ASPHALT PAVEMENT
-  CONCRETE PAVEMENT
-  NEW STRUCTURE
-  NEW PERGOLA
-  NEW PLANTING AREA
-  GRASS AREA

GENERAL NOTE:

EXISTING TREES SHALL BE RELOCATED
IF IMPACTED BY CONSTRUCTION.

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PHASE 1 NOTES:

1. MEDIUM SHELTER TO BE SIZED FOR MAXIMUM OF 7 PERMANENT TABLES, FOR OCCUPANCY OF 36-48 PEOPLE.
2. SUFFICIENT LANDSCAPING TO BE PROVIDED FOR SHELTER AND RESTROOM.
3. RESTROOM DOORS TO FACE INTO PARK.
4. MOVABLE FURNITURE, FIXTURES, AND OTHER EQUIPMENT TO BE CONSIDERED IN COST ESTIMATING.
5. THE AREA WHERE THE ASPHALT PLAYGROUND IS BEING REMOVED MAY BE CONSIDERED FOR USE AS A GREEN TRAFFIC GARDEN.

LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- NEW STRUCTURE
- NEW PERGOLA
- NEW PLANTING AREA
- GRASS AREA

GENERAL NOTE:

EXISTING TREES SHALL BE RELOCATED IF IMPACTED BY CONSTRUCTION.

LAMP RYNEARSON

9001 STATE LINE RD., STE. 200
KANSAS CITY, MO 64114
816.361.0440
LampRynearson.com

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

MARK DANIEL MCGHEE JR.

R PARK IMPROVEMENTS
PHASE 1

R PARK IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS

REVISIONS

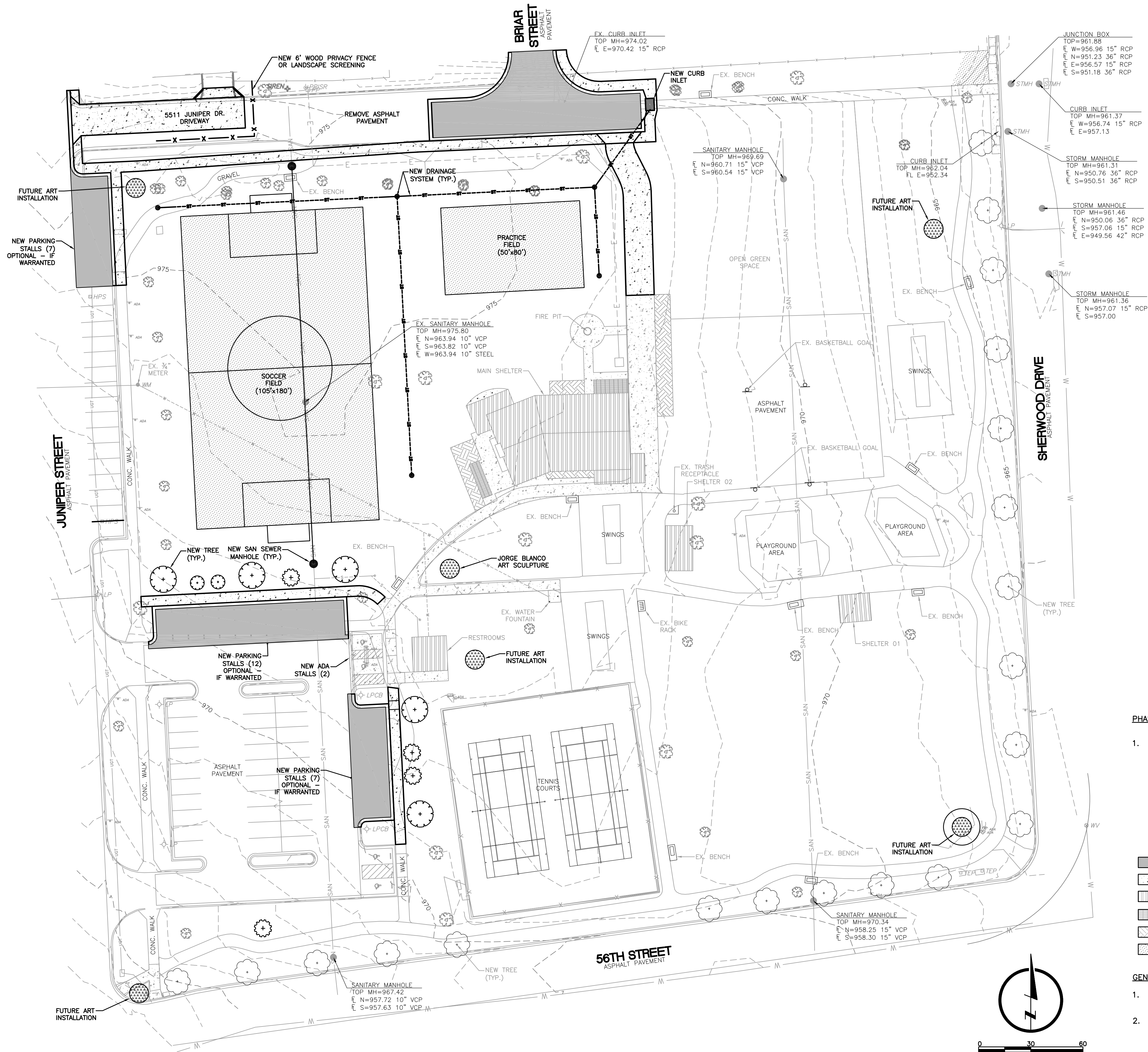
11-09-2018 ORIGINAL ISSUE DATE
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PHASE 2 NOTE:

1. OPTIONAL - IF WARRANTED PARKING IS NOT DESIRED BY THE PARKS COMMITTEE. POTENTIAL LOCATIONS ARE SHOWN SHOULD PHASE 1 PARKING CONDITIONS INDICATE ADDITIONAL SITE PARKING IS NECESSARY WITH PHASE 2 OR PHASE 3 DEVELOPMENT.

LEGEND

- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- NEW STRUCTURE
- NEW PERGOLA
- NEW PLANTING AREA
- GRASS AREA

GENERAL NOTES:

1. EXISTING TREES SHALL BE RELOCATED IF IMPACTED BY CONSTRUCTION.
2. ADDITIONAL PARKING IS NOT DESIRED BY THE PARKS COMMITTEE BUT POTENTIAL LOCATIONS ARE SHOWN SHOULD PHASE 1 CONDITIONS INDICATE ADDITIONAL SITE PARKING IS NECESSARY.

LAMP RYNEARSON

9001 STATE LINE RD., STE. 200
KANSAS CITY, MO 64114
816.361.0440
LampRynearson.com

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

MARK DANIEL MCGHEE JR.

R PARK IMPROVEMENTS
PHASE 2

R PARK IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS

REVISIONS

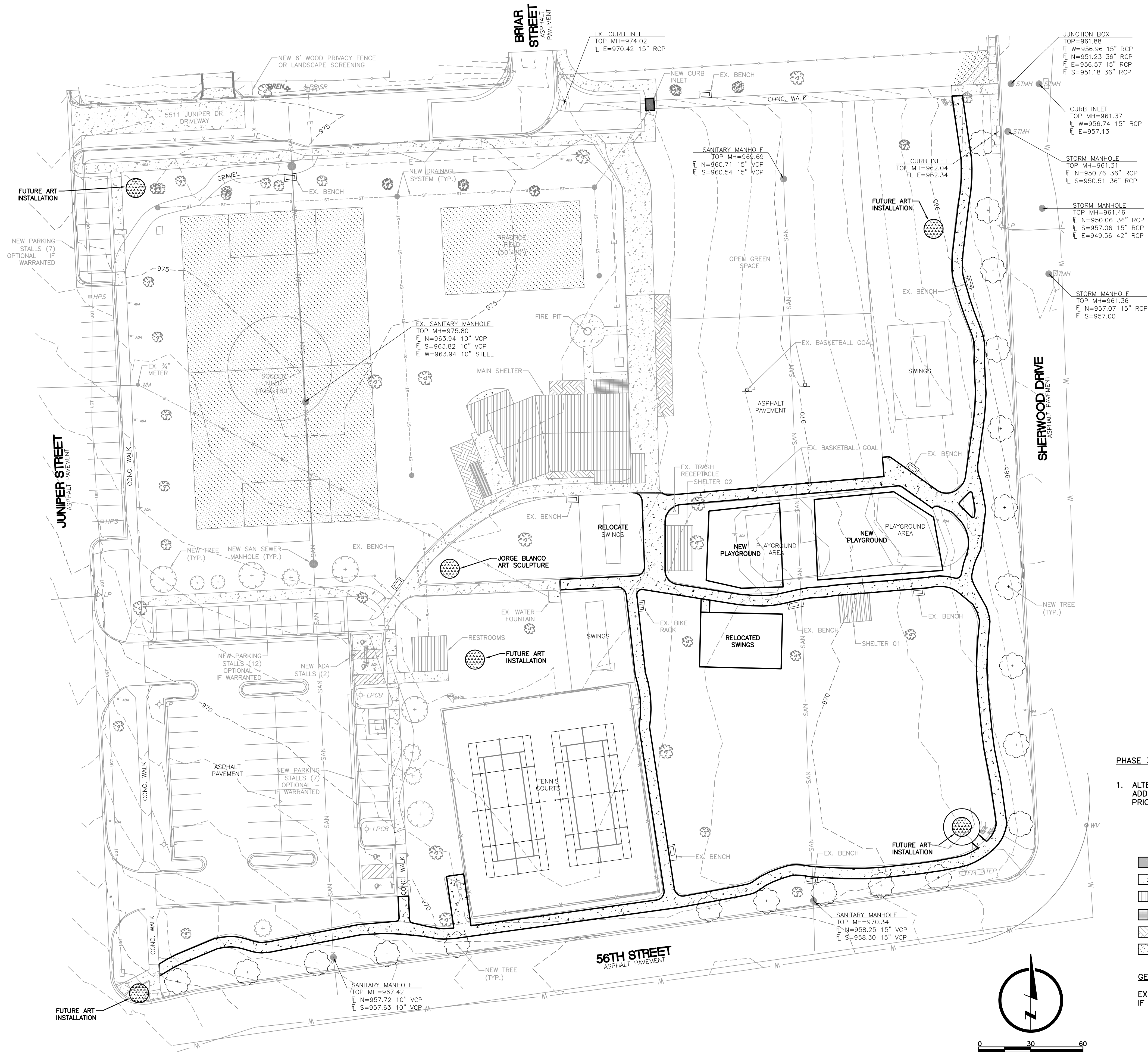
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LAMP RYNEARSON

9001 STATE LINE RD., STE. 200
KANSAS CITY, MO 64114
816.361.0440
LampRynearson.com

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION
MARK DANIEL MCGHEE JR.

R PARK IMPROVEMENTS
PHASE 3

R PARK IMPROVEMENTS
CITY OF ROELAND PARK, KANSAS

REVISIONS

11-09-2018	ORIGINAL ISSUE DATE
03-08-2019	PARKS COMMITTEE RECOMMENDATIONS
03-19-2019	ADOPTED BY CITY COUNCIL (03-18-2019)

DESIGNER / DRAFTER

AJM
DATE
03-19-2019
PROJECT NUMBER
0318001.07
BOOK AND PAGE

SHEET

4 OF 4

Item Number: New Business- VIII.-D.
Committee 4/5/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/31/2021
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve 2021 Streetlight & Traffic Signal Maintenance with Black & McDonald**
Item Type: Agreement

Recommendation:

Staff recommend the approval of the 2021 streetlight & traffic signal maintenance with Black & McDonald for the annual cost not to exceed \$24,226 for streetlights and \$15,800 for traffic signal maintenance for a total annual cost of \$40,026.20

Details:

Black & McDonald performed exceptionally with regards to our street light maintenance in 2020. BM has agreed to continue this service for us for 2021 and staff has negotiated an increase of 3% from the previous contract amount. The annual increase from 2020 to 2021 is \$1,826 or \$1.12 per light. 2021 marks the 7th year since Roeland Park purchased the street lights from KCPL. The contract for street light maintenance was put in place at that time following an RFP process which led to the selection of Black and McDonald. Please see attached rate for 2021.

The city now owns the traffic signals at 55th, 51st, 50th Terr, and 48th. Maintenance of the signal will now fall to the city and the previous traffic signals were owned and maintained by Evergy. Staff asked Black & McDonald to provide a cost to maintain our signals for 2021 as there is an immediate need to have maintenance services for the traffic signals since the installation has been completed and the city is now responsible for maintaining and the need to ensure that any problems or issues that arise regarding the signals, these can be taken care of quickly and professionally. Black & McDonald has also included a cost to provide locating services for the traffic signals as well as streetlighting. Locate services would be on an as needed basis and there is no monthly fee that is charged for this service,

While staff has only had a previous agreement for streetlight maintenance in the past, we will look to issue an RFP for combined streetlight & signal maintenance for 2022.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description: 5220.101 Streetlight Maintenance	

Additional Information

Traffic signal and streetlighting maintenance is crucial to ensure the safety of motorists and pedestrians. Conducting quarterly and monthly inspections keep the equipment in good shape and ensures the equipment performs to the highest potential.

Black & McDonald provide the following streetlight maintenance services

- Monthly Night Patrols - Night inspections of streetlights monthly
- Customer Service/24 Dispatch - lighting inquiries, outage reports
- Repair Response - responds to lights out, corrects the light
- Monthly Reports - verifies response times of maintenance crews
- Streetlight pole Knockdown/Cable Cuts - contractor makes all repairs to downed poles or cable cuts.
- Emergency Services - Public peril items removed within 1 hour of notification.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
2021 Streetlight Maintenance Agreement	Cover Memo
2021 Escalation Letter	Cover Memo
Traffic Signal Inspection Sheet	Cover Memo

CITY OF ROELAND PARK, KANSAS

AGREEMENT BETWEEN CITY OF ROELAND PARK AND CONTRACTOR FOR STREETLIGHT MAINTENANCE

This agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the City of Roeland Park, Kansas, (the "City") and Black and McDonald ("Contractor") (collectively the "parties").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions(collectively referred to as "the Contract Documents"), for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit: all in accordance with the Contract Documents, on file with the City Clerk of Roeland Park, Kansas, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of

Forty Thousand Twenty Six Dollars and Twenty Cents (\$ 40,026.20)
for calendar year 2021 and costs increases would be subject to the formula outlined in the addendum titled "Price index for maintenance Services," (subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured Endorsement, the fully executed Performance and Statutory Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

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

ARTICLE V: The following documents are made part of this agreement by reference:

Exhibit A-1 Special Conditions of the Contract

Exhibit A General Conditions of the Contract

Exhibit B-1 Form of Performance Bond

Exhibit B-2 Form of Statutory Payment Bond

Exhibit C Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition

Exhibit D Contractor's Affidavit of Compliance with Nondiscrimination and Equal Employment Opportunity Laws

Exhibit E Insurance Requirements

ARTICLE VI. The terms of this agreement shall be ongoing until terminated by one of the parties.

WITNESS WHEREOF, the City of Roeland Park, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this contract in the prescribed form and manner, the day and year first above written.

ATTEST:

Kelley Nielsen, City Clerk

CITY OF ROELAND PARK, KANSAS

Party of the First Part

By _____
Mike Kelly, Mayor

(Business Name)

Party of the Second Part

By _____
Signature

Print Name

Title

Roeland Park, Kansas _____, 2021.

The foregoing contract and guarantees are in due form, according to law, and are hereby approved.

Steven Mauer
City Attorney

EXHIBIT A
GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1. DEFINITIONS

1. "Allowance" shall mean an item of the Work which has not been fully detailed as of the date of this Contract, and for which the City has instructed the Contractor to include a budgeted amount of money in the Contract Price, subject to reconciliation at a later time.
2. The "Bonds" shall mean the bid, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents. The forms on which Bonds must be furnished are attached to the Agreement as Exhibits B-1 and B-2.
3. "Change Order" is a written order issued after the Agreement is executed by which the City, the Public Works Director or his/her designee, and the Contractor agree to modifications to the Work which may result in additions or deletions to the Contract Price or Contract Time. Change Orders must be signed by the City and the Contractor to be binding.
4. "City" shall mean the City of Roeland Park, Kansas.
5. "Public Works Director or his/her designee" shall mean the individual, firm or entity designated in the Contract Documents which has been employed by the City for the performance of professional services in connection with the Project; or it shall mean the City if the City acts as its own Engineer.
6. The "Contract Documents" consist of (1) the Agreement between the City and the Contractor (sometimes referred to herein as the "Agreement"); (2) these General Conditions; (3) the Special Conditions (if any); (4) the plans; (5) the specifications; (6) all addenda issued prior to, and all modifications issued after, execution of the Contract (drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Engineer which the Public Works Director or his/her designee deems necessary to make clear the intent of the Contract Documents and, in particular, the specifications, and the bidding documents.) It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.
7. The "Contractor" shall be Black & McDonald, and its officers, directors, owners, employees, agents, assigns, and successors.

8. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due to the Contractor for total completion of the Work as per the Contract Documents.
9. The "Contract Time" shall be the number of calendar days for completion of the Work, or a specified date by which the Work shall be completed, as stated in the Agreement.
10. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient and/or not in conformity with the Contract Documents. It shall also include Work damaged prior to approval of final payment, unless responsibility for such damage shall have been expressly assumed by the City at Substantial Completion.
11. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor.
12. "Final Acceptance" shall mean the date when the Public Works Director or his/her designee accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire Project can be utilized for the purposes for which it is intended; that all other obligations of the Contractor have been satisfied; and that the Contractor is entitled to final payment.
13. "Inspector" shall mean the person or firm authorized in writing by the Public Works Director or his/her designee or the City to perform inspections of the Work as provided in the Contract Documents.
14. "Modification" shall mean a written amendment to the Contract signed by both parties changing its terms, including but not limited to Change Orders, written interpretations issued by the Public Works Director or his/her designee, and written orders for minor changes in the Work issued by the Public Works Director or his/her designee.
15. "Notice to Proceed" shall mean the written notice issued by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents.
16. "Partial Occupancy" shall mean placing a portion of the Work to be provided under the Contract Documents to the use intended by the City.
17. "Services" shall mean Maintenance services where City of Roeland Park, Kansas directs according to Scope of Services listed in Special Conditions.
18. "Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information and data which are submitted by the Contractor, a Subcontractor, manufacturer, fabricator,

supplier or distributor to illustrate some portion of the Work as required by the Contract Documents.

19. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.
20. "Submittals" shall mean any Shop Drawing, sample or other physical or electronic information concerning a material, equipment, method of installation or other descriptive data required by the Contract Documents to be submitted by the Contractor.
21. "Substantial Completion" shall mean the state of the Project when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that the City can occupy or utilize the Work or the designated portion thereof for its intended purpose.
22. "Unit" shall mean a single street lighting apparatus. Normally, a single unit is attached to a single pole, although in rare exceptions there may be multiple units attached to one pole.
23. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
24. The "Work" shall mean everything required of the Contractor by the Contract Documents to complete the construction, and includes all construction, labor, materials, tools, equipment and transportation and other items reasonably inferable from the Contract Documents for a fully functional end product, subject to approval by the City.
25. "Work Directive" shall mean a written order from the Public Works Director or his/her designee to the Contractor to proceed with Work in the manner specified, despite disagreement between the City and the Contractor as to whether the contents of the directive constitute a change to the Contract Documents, or the appropriate adjustment, if any, in the Contract Time or Contract Price as a result.

GC-2. SCOPE, NATURE AND INTENT OF THE CONTRACT DOCUMENTS

1. The Contract Documents as enumerated herein form the Contract for construction. The Contract Documents are complementary, but not necessarily duplicate each other, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.

2. Dimensions and elevations shown on the Plans (if applicable) shall be accurately followed, even though they may differ from scaled measurements. All Work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Public Works Director or his/her designee. Contractor shall be responsible for verification of all locations, dimensions and elevations in the field (including, but not limited to verification of location of Underground Facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.
3. The Contractor shall keep the Public Works Director or his/her designee informed a reasonable time in advance of the times and places at which he wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the Public Works Director or his/her designee and the Contractor.
4. Any applicable Work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense. Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be the Contractor's responsibility.
5. Contractor, together with its Subcontractors, shall carefully examine the Contract Documents for any interferences with the Work and clearances that may be required. Contractor shall be responsible for the proper fitting of materials and equipment without substantial alterations. Contractor shall be responsible for eliminating interferences without additional cost to City. If departures from the Plans and Specifications, or other Contract Documents, are deemed necessary by Contractor, details of such departures and reasons therefor shall be submitted to Public Works Director or his/her designee, with drawings (if Public Works Director or his/her designee determines that drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Contractor without the prior written approval of the Public Works Director or his/her designee.
6. Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

7. Whenever in these Contract Documents the words "as ordered," "as directed," "as required", "as permitted", "as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City and/or the Public Works Director or his/her designee is intended.
8. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
9. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean to the reasonable satisfaction of the City.
10. Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
11. Discrepancies or conflicts among the Contract Documents shall be resolved in the following order of priority:
 - a. Modifications to the Agreement
 - b. The Agreement
 - c. Special Conditions
 - d. General Conditions
 - e. Plans
 - f. Specifications
12. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.
13. The Contract may not be amended or modified except by a modification as hereinabove defined.
14. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, ambiguity, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the Work, Contractor shall notify the Public Works Director or his/her designee in writing of such defects prior to taking any action in reliance on any of them. Contractor shall abide by the Public Works Director or his/her designee's clarification without any increase in the cost of the Work. Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

1. Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of six (6) copies of the Contract Documents, free of charge, necessary for the execution of the Work.
2. Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for the Contractor. All models and calculations are the property of City.
3. Contractor shall keep, and make available to City, at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction, in hard-copy or electronic form as specified in the Contract Documents. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings (if applicable).
4. Such Documents, samples and Shop Drawings and record drawings reflecting the work as-built shall be turned over to the City at the completion of the Work if requested by the City.

GC-5. SCOPE OF WORK AND GENERAL ADMINISTRATION OF THE CONTRACT

1. Unless otherwise stipulated, Contractor shall provide and pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary to produce the results called for by the Contract Documents.
2. The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. Neither the City nor the Public Works Director or his/her designee shall be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

3. In executing the Contract, the Contractor expressly covenants and agrees that, in the undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, typical weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided elsewhere herein.
4. The Contractor shall comply with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same. Because the Project may involve federal funds, Contractor shall execute the affidavit attached to the Agreement as Exhibit C, confirming its compliance with the prohibition against federal lobbying and conflicts of interest.
5. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final payment to the Contractor by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.
6. The Contractor shall, in addition to the schedule required by these General Conditions, give to the Public Works Director or his/her designee full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or equipment or any of its methods of executing the Work, appear to the Public Works Director or his/her designee to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the Public Works Director or his/her designee may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Public Works Director or his/her designee to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of Work and the rate of progress required by the Contract.
7. The approval by the Public Works Director or his/her designee of any plan, schedule or method of Work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account the of failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the Public

Works Director or his/her designee has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

8. It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption certificate for use in purchasing materials and supplies on the Project. Two copies of the State of Kansas Project Completion Certificate will be furnished to the City by the Kansas Department of Revenue upon issuance of a tax exemption number, which will be forwarded to Contractor. Form must be signed and returned to the City upon completion of the Project.

GC-6 ALLOWANCES

1. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. No demand for expenses or overhead and fee for Allowance items other than those included in the Contract Price shall be allowed.
2. Unless otherwise provided in the Contract Documents:
 - a. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; and
 - b. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - c. Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances and (2) changes in Contractor's costs.
3. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

GC-7. AUTHORITY AND DUTY OF THE PUBLIC WORKS DIRECTOR

The Public Works Director or his/her designee is authorized to observe and inspect all Work included herein.

Anything in the Contract Documents to the contrary notwithstanding, the Public Works Director or his/her designee shall in all cases:

- a. determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract;
- b. rule on all questions relating to the plans and specifications for the Project;
- c. issue written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which Public Works Director or his/her designee may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents;

The Public Works Director or his/her designee's decisions and findings shall be a condition precedent to the right of the parties to pursue disputes as otherwise provided herein. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the Public Works Director or his/her designee as rendered shall be promptly carried out.

GC-8. SUPERINTENDENCE AND SUPERVISION

1. Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent, and any necessary assistants, all satisfactory to Public Works Director or his/her designee. The superintendent shall not be changed except with the consent of the Public Works Director or his/her designee unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the Public Works Director or his/her designee retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.
2. Contractor shall furnish the Public Works Director or his/her designee with the superintendent's cellphone and pager numbers and email address, and assure that the superintendent is readily available to respond to calls and emails during business hours and, in emergency situations, outside of business hours.
3. No Work shall be performed except when the superintendent is on-site. Contractor's superintendent shall be fluent in all languages necessary to communicate with the City, the Public Works Director or his/her designee, Contractor's employees and Contractor's Subcontractors, for efficient administration, communication and safety.
4. The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent must attend all meetings to represent Contractor and shall be informed sufficiently to adequately communicate on behalf of Contractor.

5. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-9. CONTRACTOR'S EMPLOYEES

1. Contractor shall only engage employees who are competent to perform the Work assigned, and if the Public Works Director or his/her designee so directs, Contractor shall promptly remove any employee determined by the Public Works Director or his/her designee to be unacceptable. Contractor shall perform appropriate screening of candidates to assure their capability and suitability for the Work.
2. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
3. Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.
4. Contractor shall be specifically responsible to assure that all employees are eligible for employment, and shall comply with the Immigration Reform Control Act of 1986, as amended, 8 U. S. C. §1324(e), relating to employment of aliens.
5. Contractor shall execute, and shall require all Subcontractors to execute, the affidavit which is attached to the Agreement as Exhibit D relating to equal employment opportunity and non-discrimination.
6. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

GC-10. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said

Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-11. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

Please see "Scope of Services."

GC-12. LIQUIDATED DAMAGES

1. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, the City will be damaged in an amount which is difficult to ascertain with certainty at this time. Therefore, the parties agree, as a representation and fair allocation of risk and not as a penalty, that after due allowance for any extension or extensions of time which may be granted under the Contract, if the Contractor is responsible for delay in Substantial Completion of the Work, the Contractor shall pay to City, or the City may withhold from the Contractor, as stipulated liquidated damages and not as a penalty, the sum stated in the Agreement for each 24-hour calendar day, including weekends and holiday that Substantial Completion is not attained.
2. In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same Project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the liquidated damages sustained by the City by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.
3. In the event that the City elects to accept part of the Work as Substantially Complete prior to Substantial Completion of all of the Work, the parties shall equitably adjusted the daily rate of liquidated damages. In the event that the parties cannot agree on such equitable adjustment, the Contractor has the right to pursue remedies under the disputes resolution procedures stated elsewhere in these General Conditions. Please see "Scope of Maintenance Services."

GC-13. INSPECTION OF WORK

1. The City, the Public Works Director or his/her designee, and any third-party inspectors ("Inspector") shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall comply with the directions and

instructions of the Inspector. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.

2. For all Work which the Contract Documents provide will be inspected, tested, or approved, the Contractor shall give the Public Works Director or his/her designee timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval if the inspection, testing or approval is by an authority other than Public Works Director or his/her designee.
3. All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Public Works Director or his/her designee. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the Public Works Director or his/her designee in as many certified counterparts as may be required by the Public Works Director or his/her designee.
4. If Work is found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such Work, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming Work.
5. The City reserves the right to require inspection of any and all Work before it is covered up; and, accordingly, Contractor must notify the Public Works Director or his/her designee before covering any Work. If any Work should be covered up which is required to be inspected, tested or approved and which, by virtue of being covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Inspector, uncover such Work and bear the thereof, and of redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.
6. The Inspector shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.
7. Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-14. CONCEALED CONDITIONS

1. The City makes no warranty, express or implied, that the various and sundry materials and information, including, by way of example and without limitation, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor represents and warrants that it has examined the site and conducted such tests and examinations as it deems necessary and assumes all responsibility for the foregoing. That being the case, should the Contractor encounter (1) concealed conditions of a nature which of an unusual nature, differing materially from those ordinarily encountered or generally recognized as inherent in Work of the character provided for in this Contract; or (2) conditions which are at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure, be encountered, the Contract Time and/or Contract Price may be equitably adjusted by the City upon recommendation by the Public Works Director or his/her designee. No such adjustment will be made unless the Contractor brings the matter to the Public Works Director or his/her designee's attention within 48 hours of first encountering the condition, and unless the condition actually interfered with the critical path of Contractor's work.
2. Discovered Artifacts. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Public Works Director or his/her designee. Upon receipt of such notice, the Public Works Director or his/her designee shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Public Works Director or his/her designee but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in this Contract.

GC-15. SUBMITTALS.

1. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Public Works Director or his/her designee's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Public Works Director or his/her designee time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
2. Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication,

assembly, foundation and other drawings and schedules, samples, certifications or other documentation or thing required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the Public Works Director or his/her designee in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the Public Works Director or his/her designee, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; (4) samples of products representative of color, finish or other characteristics as stated in the specifications; and (5) structural and reinforcing fabrication drawings.

3. The Public Works Director or his/her designee shall review, respond to, accept or reject such submittals within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. Failure of the Public Works Director or his/her designee to reject a submittal shall not operate as acceptance, or relieve Contractor of responsibility for compliance with the Contract Documents.
4. Once the Submittal is in a form acceptable to the Public Works Director or his/her designee, the Contractor shall furnish a total of not less than five (5) copies of the final Submittal, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the Public Works Director or his/her designee, all such drawings shall become a part of the Contract Documents, and the Work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the Public Works Director or his/her designee.
5. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. Review for compliance by the City or the Public Works Director or his/her designee of drawings or other items submitted by contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings or other submittals.

GC-16. WARRANTY

1. Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents permit or require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations

to the Work not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage. If required by the Public Works Director or his/her designee, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. Should any special or specific warranties be required by any part of the Contract Documents, they shall be in addition to and not in place of the warranty of this paragraph. All manufacturer's warranties shall be assignable, and assigned to, the City.
3. Contractor shall require a similar warranty from each Subcontractor for all Work performed by such Subcontractor, which shall run to the benefit of the City. All such warranties shall be in writing and shall be promptly delivered to City. The furnishing of such warranties by Subcontractors and materialmen, however, shall not relieve Contractor of his obligations under this section. At the City's sole option, Contractor shall assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective Work, materials or equipment.
4. Any provision of the Contract Documents to the contrary notwithstanding, all warranties provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.

GC-17. APPROVAL OF EQUALS; REQUESTS FOR SUBSTITUTIONS

1. Approved equals, where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be considered for approval as follows:
 - a. Contractor shall notify City in writing if it wishes to use an alternative product, and if such was specifically named in the Contract Documents.
 - b. If Contractor desires to use a product not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor's making such request.
2. After this Contract has become effective, the Public Works Director or his/her designee will consider a request for a substitution of products in place of those specified upon advance written request by Contractor. By making a request for a substitution, and unless otherwise specifically agreed to in writing by the City, Contractor represents that:
 - a. Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified; and

- b. Contractor will endeavor to provide at least as extensive a warranty for the substituted product as for the originally specified product. If it cannot obtain as broad a warranty for the product offered, the lesser warranty will be specifically disclosed in the request for substitution; and
 - c. Contractor will coordinate the installation of the accepted substitute, making such adjustments as may be required for the Work to be complete in all respects.
- 3. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternatives or substitutions.
- 4. All specified and required tests for approval of material proposed as "equal" or as a substitution shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Public Works Director or his/her designee. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the Public Works Director or his/her designee in as many certified counterparts as may be required by the Public Works Director or his/her designee.

GC-18. PERMITS AND NOTICES

- 1. All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
- 2. Contractor shall give all notices required by and all work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

GC-19. USE OF PREMISES

- 1. Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, and permits of City or directions of Public Works Director or his/her designee and shall not unreasonably encumber the premises and/or site.
- 2. Contractor shall not load or permit any part of any structure, street or highways to be loaded with a weight that exceeds load limits which that will endanger their safety.
- 3. Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from Public Works Director or his/her designee.

4. No City equipment will be taken out of service or put into service without approval of City.

GC-20. PROTECTION OF WORK AND PROPERTY

1. Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property. Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.
2. The Contractor shall give reasonable notice to the affected owners and utilities when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.
3. The Contractor shall satisfactorily shore, support and protect any and all structures and all excavations, pipes, sewers, drains, conduits and other Underground Facilities and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any additional Contract Time on account of any postponement, interference or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the plans or not.
4. During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the Public Works Director or his/her designee, the Contractor shall be able to perform the Work in a proper and satisfactory manner.
5. The Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.
6. Contractor shall comply with any and all instructions from the Public Works Director or his/her designee regarding prevention of accidents, fires or for the elimination of any unsafe practice.

7. Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.
8. All streets, roads, highways and other public thoroughfares which are closed to traffic, under the authority of a proper permit shall be protected, at Contractor's expense, by means of effective barricades on which shall be placed proper warning signs; such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.
9. All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-21. SAFETY

1. Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused re-entry.
2. Contractor shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the Public Works Director or his/her designee by Contractor. In the absence of such designation, the Contractor's Superintendent shall be deemed to be the safety representative.
3. Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc, which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the

building materials, constructed work, buildings, equipment and the position of cranes, and shall cover, at a minimum, the following items:

- a. Personal protective equipment;
 - b. First aid-personnel and facilities;
 - c. Arrangements for medical attention;
 - d. Sanitary facilities;
 - e. Fire protection;
 - f. Signs, signals, and barricades;
 - g. Security regulations;
 - h. Safety inspections;
 - i. Reporting forms and procedures;
 - j. Material handling and storage;
 - k. Lines of communication;
 - l. Determination of potential hazards;
 - m. Personnel safety meetings and education;
 - n. Access to work areas;
 - o. Subcontractors involvement in the program;
 - p. Inspections and corrective action.
 - q. Contractor shall furnish a copy of its safety plan to the Public Works Director or his/her designee for review but Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.
4. In an emergency affecting the safety of life, the Work, the City's property or of adjoining property, Contractor, without special instruction or authorization from the Public Works Director or his/her designee, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.
5. Whenever, in the opinion of the Public Works Director or his/her designee, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the Public Works Director or his/her designee, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the Public Works Director or his/her designee, with or without notice to the Contractor, shall have the authority to cause such work to be done and materials to be furnished at places as the Public Works Director or his/her designee may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-22 REPORTING OF INJURY OR DAMAGE.

1. The Contractor shall be responsible for any damage to the Work, whether due to accident, adverse weather, malicious mischief, riot, sabotage, theft, etc., and shall promptly return the Work to its previous condition at no cost to the City. If the loss is covered by property insurance, Contractor shall immediately report the damage and cooperate with the insurer on claims for reimbursement, but Contractor shall nevertheless promptly repair the damage so that the Work can proceed. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provision of this Contract.
2. If either party suffers injury or damage to person or property because of an act or mission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

GC-23. HAZARDOUS MATERIALS

1. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
2. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Works Director or his/her designee in writing.
3. Upon receipt of the Contractor's written notice, the City shall take reasonable steps to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum

shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

4. To the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, Subcontractors, their agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The City shall not be responsible under this Section for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The City shall also indemnify the Contractor against fines, penalties or other costs assessed by government agencies for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents.
5. The Contractor shall indemnify the City for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section, except to the extent that the cost and expense are due to the City's fault or negligence.

GC-24. CUTTING, PATCHING AND DIGGING

1. Contractor shall do all cutting, fitting or patching of its work so that may be required to make its several parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Contract Documents.
2. Contractor shall not endanger any property of City or any other individual or entity, or the Work by cutting, digging or otherwise and shall not cut or alter the work others except with the written consent of City.
3. Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
4. Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

GC-25. CLEANING UP

Contractor shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employee or Work; and at the completion of the daily Work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding and surplus materials, and shall leave its work "broom clean" or its equivalent unless more exactly specified. In case of dispute, City may remove the rubbish and charge the cost to Contractor.

GC-26. JOBSITE OFFICE AND TEMPORARY FACILITIES

1. During the performance of this Contract, the Contractor may need to maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the Public Works Director or his/her designee, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor. Contractor shall coordinate the placement of such office with the Public Works Director or his/her designee, but unless otherwise provided in the Contract, the City does not make any representation as to the availability of space, utilities, parking or other amenities for such office. Upon completion of Work or when requested by Public Works Director or his/her designee, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.
2. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.
3. The Contractor shall supply safe and sufficient drinking water to all of its employees. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.
4. Except where special permission has been granted by City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by Public Works Director or his/her designee for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.
5. Contractor shall provide and maintain temporary heat as required to protect all Work and material against injury from dampness and/or cold to the satisfaction of Public Works Director or his/her designee.
6. Unless otherwise specified in the Contract Documents, Contractor shall provide, at its cost and expense, temporary power, wiring and lights from City's provided source as may be required for its operations.

GC- 27 INSURANCE

The Contractor shall furnish insurance as described in Exhibit E to the Agreement. Contractor's failure to submit Certificates of Insurance, and Additional Insured and Notice of Cancellation/Modification Endorsements to the City as provided in the Instructions to Bidders, and in all cases prior to commencement of any Work on site, shall be grounds for termination of this Contract and exercise of the City's remedies including, but not limited to, against Contractor's Bid security.

GC-28. SURETY BONDS

1. Contractor shall, after Notice of Award, but as a precondition to enforcement of any right of Contractor with respect to the Contract, furnish City with a Performance Bond and a Statutory or Labor and Material Payment Bond in the full amount of the Contract Price on the forms attached to the Agreement as Exhibits B-1 and B-2. The Bonds shall be provided by corporate sureties admitted in the State of Kansas, and accompanied by valid Powers of Attorney if executed by an agent of the surety. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.
2. Contractor shall be responsible for notifying its surety of any modifications to the Contract Price or Time, and said surety shall not seek discharge as a result of any failure on Contractor's part to notify surety. If Changes to the Contract result in an increase in the Contract Price, the Contractor will be reimbursed for any additional surety bond premium, and the Contractor shall obtain a Rider to the surety bonds increasing their penal sum accordingly.

GC-29. DELAYS AND EXTENSION OF TIME

Please see "Scope of Services"

GC-30. CHANGES IN THE WORK

1. Change Orders. The City, without invalidating the Contract, may by direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. A change which is agreed upon by the City and the Contractor shall be commemorated in a Change Order to be prepared by the Public Works Director or his/her designee, and signed by the City and the Contractor. The Contractor shall then be entitled to bill and be paid for the Work of the Change in the same manner as all other payments under the Contract. The Work as changed shall be subject to all the same terms and conditions as original work under this Contract.

2. **Quantity Variations.** Where changes in the Work involve a change in the quantity of any item paid based on unit prices, the Contract Price shall be revised by extension of the quantities and unit price such items so changed subject to written approval of the Public Works Director or his/her designee. If the quantity is increased or decreased by thirty-three percent (33%) or more, and the total value of the Work affected is at least twenty percent (20%) of the Contract Price, either party may request that the Public Works Director or his/her designee equitably adjust the unit price. The Public Works Director or his/her designee shall advise both parties in writing of his decision on such adjustment within ten days of receipt of substantiating information from the requesting party, subject to both parties' right to dispute this decision. Pending resolution of such dispute, however, the Contractor shall be entitled to bill and be paid for the Work at the unit prices determined by the Public Works Director or his/her designee in the same manner as all other payments under the Contract.
3. **Minor Changes.** Public Works Director or his/her designee may order minor changes in the Work through field orders, which in no material or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price nor an extension of the Contract Time.
4. **Work Directives.** From time to time the Public Works Director or his/her designee may also issue written orders to Contractor for needed clarifications, modifications or corrections. If the Contractor and the City do not agree that such written order is a change, or on what if any adjustment to the Contract Price or Contract Time is appropriate, the Public Works Director or his/her designee shall issue a directive to the Contractor describing the Work affected thereby, and the Contractor shall immediately comply with it subject to the other terms of the Contract. Any appropriate adjustment to the Contract price or Contract Time shall be resolved as follows.
5. **The Public Works Director or his/her designee shall either:**
 - a. make a good faith evaluation of the appropriate adjustment to the Contract Price and/or Contract Time within ten days of receipt of substantiating proposal from the Contractor, and the Contractor shall be permitted to bill for the changed work as otherwise provided in the Contract Documents; or
 - b. direct the Contractor to keep an accurate account of its Allowable Field Costs as provided for below, and the Contractor shall be permitted to bill for, and receive, such costs plus fifteen percent (15%) as its full compensation for the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the Allowable Field Costs; or
 - c. If the Public Works Director or his/her designee has determined in good faith that no change has occurred, and that the work covered by the Work Directive is part of the Contractor's obligations under the Contract Documents, the Public Works

Director or his/her designee direct the Contractor to proceed with the Work. The Contractor may keep records of its allowable costs and submit them through the disputes process as otherwise provided herein.

- d. Where a Work Directive results in a credit to the City, the credit will be for allowable costs only, and no credit will be given back to the City for overhead or profit unless the Work reduced equals or exceeds ten percent (10%) of the Contract Price.
- e. If the Public Works Director or his/her designee determines that the value of any work performed under a Work Directive shall be based on costs incurred, the Contractor shall keep accurate records of its Allowable Field Costs as defined below.
 - i. Where extra work is to be compensated based on Allowable Field Costs, only the following costs, as actually incurred and documented, will be paid to the Contractor:
 - a. The cost of all workers, such as foremen, timekeepers, mechanics,
 - b. and laborers, for the time actually employed in the performance of the said extra work;
 - c. All materials and supplies;
 - d. Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra work, but not to exceed the purchase price of any such items if rented from third parties, and, if the items are owned by Contractor or an affiliate of Contractor, the rental rate shall not exceed eighty-five percent (85%) of the local standard rental rate for similar items;
 - e. Any transportation or travel charges necessarily incurred in connection with said equipment authorized by the Public Works Director or his/her designee for use on said work and similar operating expenses;
 - f. All incidental expenses incurred as a direct result of such extra work,
 - g. including payroll taxes and a ratable proportion of premiums for
 - h. insurance, where the premiums therefor are based on payroll costs,
 - i. public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses;

- j. Additional premiums for surety bonds, upon receipt by the City of riders increasing the penal sum of the bonds.
- 6. Without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:
 - a. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work unless specifically agreed to by City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.
 - b. Expenses of Contractor's principal and branch offices other than Contractor's office at this site.
 - c. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - d. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - e. Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City. The Public Works Director or his/her designee may direct the form in which accounts of the Allowable Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work
- 7. If either party wishes to take exception to the Public Works Director or his/her designee's decisions as to whether an item constitutes a Change, or the appropriate adjustment to the Contract Price or Contract Time associated with a Change, it shall notify the Public Works Director or his/her designee, with a copy of such notice to the other party, within seven (7) days of receipt of the Public Works Director or his/her designee's decision. Failure to give such notice shall constitute acceptance of the Public Works Director or his/her designee's decision.
- 8. Except for Work done as a result of an emergency endangering life or property, no Work resulting in an additional pay item shall be performed unless pursuant to the provision of a Change Order or a Work Directive.

GC-31. INDEMNITY

1. Definitions. For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:
 - a. "The Contractor" means and includes Contractor, all of his affiliates and subsidiaries, his Subcontractors and materialmen and their respective servants, agents and employees; and
 - b. "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.
2. The Indemnities. For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, and to the greatest extent permitted by applicable law, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss to the extent such Loss is caused or incurred by, on account of or as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers or any other party for whom Contractor is responsible. It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature. Additionally, Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.
3. General Limitation. Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of Loss.

4. Waiver of Statutory Defenses. With respect to the City's rights as set forth herein and to the greatest extent permitted by applicable law, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

GC-32. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights under the Contract without the express, advance written consent of the City. In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

GC-33. SUBCONTRACTING

1. The Contractor shall not make any substitution for any Subcontractor unless the City so agrees in writing. The City reserves the right to disapprove the use of any subcontractor, but its failure to exercise such right shall not constitute acceptance of the work of any subcontractor. Disapproval of a subcontractor shall not be grounds for an adjustment to the Contract Price or Contract Time.
2. Contractor shall not subcontract more than fifty percent (50%) of the Work.
3. Should any Subcontractor fail to perform in a satisfactory manner, the Contractor shall immediately take appropriate action to rectify the failure of its Subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.
4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
5. Contingent Assignment of Subcontracts to City. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City, provided that

- a. Assignment is effective only after termination of the Contract by the City for cause pursuant to this Contract's termination provisions, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
 - b. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
 - c. When the City accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
 - d. Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
 - e. Upon such assignment to the City under this Section, the City may further assign the subcontract to a successor contractor or other entity. If the City assigns the subcontract to a successor contractor or other entity, the City shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.
6. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

GC-34. CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the Public Works Director or his/her designee or Inspector or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed, and remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement of destroyed or damaged construction (whether completed or partially completed) of the City or separate contractors caused by the Contractor's correction or removal of Work, and compensation for the Inspector's services and expenses made necessary thereby, shall be at the Contractor's expense.
2. If Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.
3. In addition to the Contractor's Warranty obligations if, within two years after the date of Substantial Completion of the Work or designated portion thereof (or, if the Work in question was performed after Substantial Completion, from the date on which the Work

was completed) or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Public Works Director or his/her designee to do so, unless the Public Works Director or his/her designee has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Public Works Director or his/her designee fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Public Works Director or his/her designee, the City may correct it in accordance with the provisions of this Contract.

4. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
5. If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

GC-35. DISPUTE RESOLUTION

1. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
2. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the Public Works Director or his/her designee as to such matter or other action on which the dispute is based. A decision of the Public Works Director or his/her designee (where appropriate) under GC-

7 above; notice of dispute, and direct negotiation, shall be conditions precedent to any legal action.

GC-36. RIGHT OF CITY TO SUSPEND OR TERMINATE CONTRACT

1. Suspension of Work by the City. The Public Works Director or his/her designee may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.
2. Termination of the Contract by the City. If any of the conditions enumerated below are found by the City to have occurred:
 - a. the Work to be done under this Contract shall be abandoned by the Contractor; or
 - b. this Contract shall be assigned by Contractor otherwise than as herein provided; or
 - c. at any time the Public Works Director or his/her designee shall certify in writing to the City that:
 - i. the performance of the Work under this Contract is being unnecessarily delayed such that all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended;
 - ii. that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor;
 - iii. that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the Contractor defaults in any material manner in its performance of the Contract; or
 - iv. a petition should be filed in bankruptcy by the Contractor, or by others seeking to have Contractor adjudged bankrupt and a motion is not made by Contractor within ten (10) days seeking assumption of the Contract and manifesting the ability to fulfill all of Contractor's obligations and curing all of Contractor's defaults; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property;
 - d. then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such

notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate.

3. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof promptly, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor.
4. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
5. The City also reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.
6. Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-37. PROGRESS PAYMENTS

Please see "Scope of Services."

GC-38 INSPECTION FOR SUBSTANTIAL COMPLETION AND RELEASE OF FUNDS

1. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Public Works Director or his/her designee a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
2. Upon receipt of the Punch List, the Public Works Director or his/her designee and/or the Inspector will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Public Works Director or his/her designee. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.
3. When the Work or designated portion thereof is substantially complete, the Public Works Director or his/her designee will prepare and submit to the City and the Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The Public Works Director or his/her designee shall agree upon a reasonable value of Work not yet completed, and identify these in writing. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
4. The City shall make payment of retainage applying to such Work or designated portion thereof, less 150% of the value of the remaining Work to be completed, and funds sufficient to protect the City from threatened claims, losses or other identified financial obligations of Contractor.

GC-39. PAYMENTS WITHHELD

1. The City may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, for any of the following reasons:
 - a. defective Work not remedied;
 - b. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;
 - c. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

- d. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - e. damage to the City or a separate contractor;
 - f. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - g. repeated failure to carry out the Work in accordance with the Contract Documents.
2. The City may also nullify a payment previously issued, and withhold sums appropriate to protect the Owner from loss for which the Contractor is responsible. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.
3. The City may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

GC-40. RETENTION OF RECORDS – CITY'S RIGHT TO AUDIT

Contractor shall maintain copies of records, including invoices reflecting sale or use tax information, pertaining to the Construction of this project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-41. NOTICE

1. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.
2. All notices of claims, potential changes or impediments to Contractor's ability to comply with the requirements of this Contract shall be given promptly and in writing, to allow the City the maximum opportunity to address and respond to them and to avoid impact to the Work.

GC-42. NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

GC-43. INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the Public Works Director or his/her designee shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such person, firms and corporations, and the damages, if any, to them or their property, the contractor herein is an independent contractor in respect to the Work.

GC-44. SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GC-45. INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as required by Kansas law.

GC-46. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Kansas.

GC-47. VENUE

Venue of any litigation arising in connection with this Agreement shall be the state courts of Johnson County, Kansas.

GC-48 APPOINTMENT OF SERVICE AGENT:

Kansas Statutes Annotated 16-113 requires that non-resident Contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any successful Bidder-Contractor domiciled outside the State of Kansas must comply with these statutory requirements.



March 26, 2021

City of Roeland Park
Attn: Donnie Scharff
Public Works Director
4600 W 51st Street,
Roeland Park, Kansas 66205

RE: Streetlight Maintenance Contract – 2021 Contract Extension

Mr. Scharff,

We appreciate the continued opportunity to provide streetlight maintenance services to the citizens of Roeland Park. We feel that this has been a successful relationship for both parties over the last several years and sincerely hope we can continue this relationship in years to come.

Streetlight Maintenance Pricing

For a contract extension for calendar year 2021, Black & McDonald proposes a 3.0% increase to the current unit rate. The annual cost in 2020 was \$22,399.47 (\$37.58 per light) and the 2021 price would be \$38.70 per light (approx. \$22,910.40 annually), based upon the current number of lights (approx. 592). This annual amount is subject to change only by addition or removal of streetlights.

For the newly installed lights along Roe Blvd (qty. 120), the price per unit would be the same (\$38.70 per light/year), with the exception of 3rd party damages. If the poles/arms/heads are damaged and need to be replaced, we will bill the material back to the City. However, if we can collect from a 3rd party for damages to these assets, we will NOT ask the City for reimbursement of the material.

Total Annual Routine Cost for Streetlights: $626 \times 38.70 = \$24,226.20$

Continued on following page

Traffic Signal Maintenance Pricing

Black & McDonald also proposes the following pricing for maintenance of the traffic signal intersections owned by the City of Roeland Park. The intersections are located at 48th & Skyline Dr, 50th Ter & Roe Blvd, 51st & Roe Blvd, 55th St & Roe Blvd. Black & McDonald would propose \$3,950.00 per intersection, per year, which would include the following activities:

- 4 preventive maintenance inspections per year, including conflict monitor testing.
- 2 hour Emergency response for malfunctions signals, damages, and public peril issues
- Maintenance included in unit price: breaker resets, flashing signals, make safe response, reset conflict monitor, minor controller issues, LED bulb replacements, and pushbutton repair/replacement.
- Maintenance items NOT included, but not limited to: damage caused by vandalism, acts of God, acts of terrorism, acts of any third party, signal head replacements, controller replacements, conflict monitor replacements, cabinet replacement.
- Replacement of components (unless under warranty) would be billed at cost plus 10%.
- Repair of all 3rd party damages including an attempt to collect from 3rd parties on hit poles and cut cables for a period of 90 days, **at which time if our efforts are unsuccessful, we would expect reimbursement by the City.**
- Warranty coordination on repairs of failed or faulty signal components on behalf of the City (The City shall provide warranty information so failed parts could be repaired under warranty, if applicable.)

Total Annual Routine Cost for Traffic Signals: \$15,800.00

Utility Locate Pricing

Black & McDonald also offers a service for utility locates for streetlight and traffic signal feeds on an as-needed basis. The price per locate would be \$55.00 for non-emergency locates and \$70.00 for emergency locates. This would only be charged per ticket, if the service is utilized. There is no monthly recurring fee for this service.

If you have any questions, please do not hesitate to contact me directly. Have a great and safe day.

Regards,

Jennifer Mathes

Jennifer L. Mathes
Manager, Streetlight Maintenance Services
Direct 816.410.8633
Cell 816.215.6509
jmathes@blackandmcdonald.com

Traffic Signal Preventative Maintenance
QUARTERLY INSPECTION CHECKLIST

Date:

Technician Name:

Weather:

Time:

Location:

Procedures	Date Completed	Comments and/or Additional Work
Signal Cabinet		
1. Check filter/clean louvers.		
2. Check service connections to the cabinet and measure the voltage at the cabinet site. Inspect the cabinet for any physical damage.		
3. Check cabinet/controller/conflict monitor identification tag.		
4. Check mounting of shelves /DIN rails.		
5. Check ventilation fan(s) and thermostat operation. Verify thermostat setting.		
6. Inspect hinges, locks and door mechanism including door gasket. Lubricate as needed		
7. Secure cabling away from door hinges and latches.		
8. Check and replace light equipment.		
9. Check for signs of insects/rodents and use appropriate traps/baits, if required.		
10. Check integrity of surge protection and GFI outlets.		
11. Verify full operation and flash mode before performing maintenance and upon completion of work.		
12. Check load switch indications. Check relays for burned contacts.		
13. Set date and time using atomic clock for all signal equipment.		
Signal Heads		
14. Inspect the heads/back plates/visors for any physical damage.		
15. Verify all LEDs/ Lamps are working properly. Check signal alignment.		
16. Check if visibility of signal heads is blocked by landscaping. Signal heads should be visible from about 250’		
Detection Systems (Vehicular & Pedestrian)		
17. Check actuations from detection system and ensure that there are no missed or false calls. Re-aim and retune as needed.		
18. Test pedestrian push button operation. Verify that pilot light, if any is operational. For APS units, also check audible and vibrotactile indications.		
19. Inspect loops, cameras and radar for physical damage.		
Traffic Signal Poles and Arms		
20. Inspect the poles and arms for any physical damage or rust/corrosion.		
21. Observe accessible anchor bolts (excl. removal of nut covers, base covers, etc.). Tighten if necessary. Replace any missing covers.		
22. Check for street signage per the City provided as-builts.		
23. Check access panels and replace missing or stripped screws and access panel covers.		
Pull Boxes		
24. Inspect the pull box lid for physical damage/deterioration, settlement and rodent infestation.		
Signs		
25. Verify that all signs are securely mounted and are not bent/damaged.		
Reporting & Documentation		
26. Check maintenance logbook condition and log maintenance activities. Copy of the preventive maintenance activity sheet forwarded to City and logged in as of date and time of inspection.		

Technician Signature:

Notes:

Traffic Signal Preventative Maintenance
ANNUAL INSPECTION CHECKLIST

Date:

Time:

Technician Name:

Location:

Weather:

Procedures	Date Completed	Comments and/or Additional Work
Signal Cabinet		
1. Remove debris from interior of cabinet & vacuum. Replace filter		
2. Visual inspection of all electrical connections, including ground and tighten as necessary. Measure for voltage between neutral and ground. Check and verify grounding of all signal equipment at the base of the poles and at the cabinet. Check Terminations and connections. Check and tighten cabinet mounting bolts if required. Verify that all plug-in components and attached components are securely mounted to the cabinet/cabinet frame.		
3. Inspect silicone bead around cabinet base and conduit seal, repair if required. Remove graffiti/stickers/posters from the exterior of the cabinet with appropriate cleaning product and wipe, paint if needed.		
4. Check the operation of any advance warning signs and dynamic message signs connected to the cabinet.		
5. For Electro-Mechanical controllers, check dial assembly for wear, dial keys for rough edges, burned/pitted/discolored contacts, key positions, cycle gear size and mesh, dial motor operation. Also, check		
6. For Solid State/Analog/Microprocessor based controllers, check response to detector inputs, LED display, LED indicator lights, battery and stuck inputs or outputs. Wipe dust off as needed. Check controller operation by placing manual calls on the controller. Verify that the signal timing is as per the records.		
Signal Heads		
7. Check signal heads/back plates/visors for damage.		
8. Check functionality of optically limiting heads		
Traffic Signal Poles and Arms		
9. Remove graffiti/stickers/posters from the exterior of the poles with a cleaning product and wipe, paint if needed Check for obstruction of drain hole at the pole base and any moisture inside the pole.		
Miscellaneous		
10. Visually inspect all overhead equipment.		
11. Clean/polish cameras lens, PTZ camera and signal displays and reaim as needed. Check for proper operation of the PTZ camera at the cabinet.		
12. Check and update firmware for all signal equipment		
13. Check and ensure that all intersection records are present and are up to date.		
14. Check battery for controller and other signal equipment		
15. Retrieve and check logs from signal equipment (including ATMS equipment) for deficiencies/issues.		
16. Check proper operation of all ATMS equipment and connectivity of ATMS equipment at the intersection.		
17. Check the SNR with the City for wireless equipment. If needed, reaim wireless equipment to improve signal strength.		
18. Visual check of signal cable for wear at the entrance to the poles, brackets, signal heads and where it is lashed to span wire. Check integrity of splices in cable at the handhole and check ground rod, clamp and ground wire connections.		
19. Check all mounting hardware for damage. For span wires, check sag, cable lashing, supporting hardware and brackets.		

Technician Signature:

Notes:

Item Number: Reports of City Officials:- XI.-A.
Committee 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/5/2021
Submitted By: Jennifer Jones-Lacy
Committee/Department: Finance
Title: **2019 GFOA Certificate of Achievement in Financial Reporting**
Item Type:

Recommendation:

For informational purposes only.

Details:

The City of Roeland Park received the Certificate for Achievement for Excellence in Financial Reporting for the FY 2019 Comprehensive Annual Financial Report (CAFR) from the Governmental Finance Officers Association (GFOA). This is the 26th consecutive year the City has received this award. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

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
 2019 Certificate of Achievement - GFOA	Cover Memo



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Roeland Park
Kansas**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

December 31, 2019

Christopher P. Morill

Executive Director/CEO

Item Number: Reports of City Officials:- XI.-B.
Committee 4/5/2021
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	Type
COVID Report	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 March 16th – March 31st



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

General

- As of March 31st, 2021, Roeland Park is still in Phase 3 of the reopening plan.
- Johnson County remains in Phase 3 of the Vaccination Distribution Plan.
- Governor Laura Kelly and the administration's Council on Tax Reform [recommended](#) caution regarding how federal COVID-19 relief funds are earmarked and spent.
- Governor Kelly [announced](#) American Rescue Plan programs for Kansas. The American Rescue Plan Act of 2021 was signed by President Biden on March 11, 2021. Some key initiatives that could benefit Kansans include:
 - Direct aid in the form of \$1,400 checks per person for incomes up to \$75,000
 - Extension of unemployment benefits to September 6, 2021
 - Direct housing and nutrition assistance
 - Support for farm communities, growers, and producers
 - Expanded access to safe and reliable child care through Child Care and Development Block Grant
 - Expansion of the Child Tax Credit and improved Earned Income Tax Credit
- Governor Kelly [announced](#) that starting March 22, 2021, Kansas will move into Phase 3 and Phase 4 of vaccine distribution.
- Governor Kelly said that the State is expecting to move into the final phase of vaccine distribution by no later than May 1, 2021.

-
- As part of the progressing Phases, the following Kansans will now be eligible to receive their vaccine:
 - Those aged 16 through 64 with conditions that increase the risk for severe illness from COVID-19, including:
 - Cancer
 - Down Syndrome
 - Certain heart conditions
 - Type 1 and 2
 - Pregnancy
 - Asthma
 - Cystic fibrosis
 - Liver disease
 - Neurological conditions like dementia
 - Other medical risks
 - And other non-health care workers in critical infrastructure who cannot work remotely, including:
 - Agricultural and food workers not included in previous phases
 - Workers performing in-person activities indoors
 - Utility workers
 - Social service and government workers not included in previous phases
 - Logistics workers, such as truck transportation workers and couriers
 - Water and wastewater workers
 - Shelter, housing, and finance workers
 - And information technology and communication workers
 - Johnson County has [released](#) a new interest survey that includes all the phases of the vaccination distribution.
 - The survey can be found [here](#).
 - The survey, in Spanish, can be found [here](#).
 - Johnson County Department of Health and Environment Director Dr. Sanmi Areola provided an update to the Board of County Commissioners regarding the COVID-19 pandemic and vaccination efforts.
 - Highlights from the March 16, 2021 briefing can be found [here](#).
 - Highlights from the March 23, 2021 briefing can be found [here](#).

-
- Governor Kelly [announced](#) that over 50,000 COVID-19 Comfort Kits were delivered statewide.
 - Regional leaders [held a press conference](#) to mark one year of the COVID-19 pandemic.
 - Remarks from the regional leaders can be found [here](#).
 - The Johnson County Department of Health and Environment drive-thru COVID-19 testing clinic [announced new hours](#).
 - The clinic will be open Mondays and Thursdays from 8AM to 3PM.
 - Governor Kelly [announced](#) expanded visitation rules for nursing homes during the COVID-19 pandemic.
 - Governor Kelly [announced](#) statewide rental and utility assistance for families affected by COVID-19.
 - Governor Kelly [announced](#) extensions for certain 2020 Kansas tax filings.
 - Johnson County [approved](#) a new health order that began on March 26, 2021 and will end on April 30, 2021 unless otherwise extended. The new order maintains requirements for physical distancing in public spaces as well as the wearing of masks.
 - On March 22, 2021, Governor Kelly [announced](#) that one million doses of COVID-19 vaccine had been administered in Kansas. She also launched the “Roll Up Your Sleeve” campaign to continue to encourage people to receive their vaccine.
 - Governor Kelly [signed a bill](#) that allows the State to continue to provide support and resources to cities and communities impacted by the COVID-19 pandemic. It also extends the current State of Disaster Order to May 28, 2021.
 - Starting on March 29, 2021, Kansas [will move into Phase 5](#) of COVID-19 vaccine distribution. This makes the vaccines available to all Kansans (16+).
 - On March 29, 2021, the Centers for Disease Control and Prevention [extended its moratorium](#) on housing evictions due to nonpayment of rent.

Administration/Neighborhood Services

- President Biden signed the American Rescue Plan Act on March 11, 2021. Included in the Act was aid to state and local governments. The City of Roeland Park was allotted \$936,000.
 - States are to receive the recovery funds within 30 days after March 11. States will then distribute the recovery funds to cities in two equal payments. The second payment will be given to cities not more than 6 months following the first payment.
 - The funds are available through December 31, 2024.

-
- The City is continuing to gain education and expand our understanding on how resources may be used.
 - The City is looking to Witt O'Brien's as we analyze American Rescue Plan Act policy. Witt O'Brien's will develop a summary of options and advice specific to our needs.
 - Witt O'Brien's previously provided consulting advice to Johnson County for recovery funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

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.

Item Number: Reports of City Officials:- XI.-C.
Committee 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/2/2021
Submitted By: Chief Morris
Committee/Department: Police / Safety
Title: **1st Quarter Police Progress Report**
Item Type: Other

Recommendation:

To present the first quarter police activity report to council.

Details:

Presentation on the Uniform Crime Report, Arrest Information, Citations Issued, Accidents, and locations of activity.

Financial Impact

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

Additional Information

See attached power-point.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

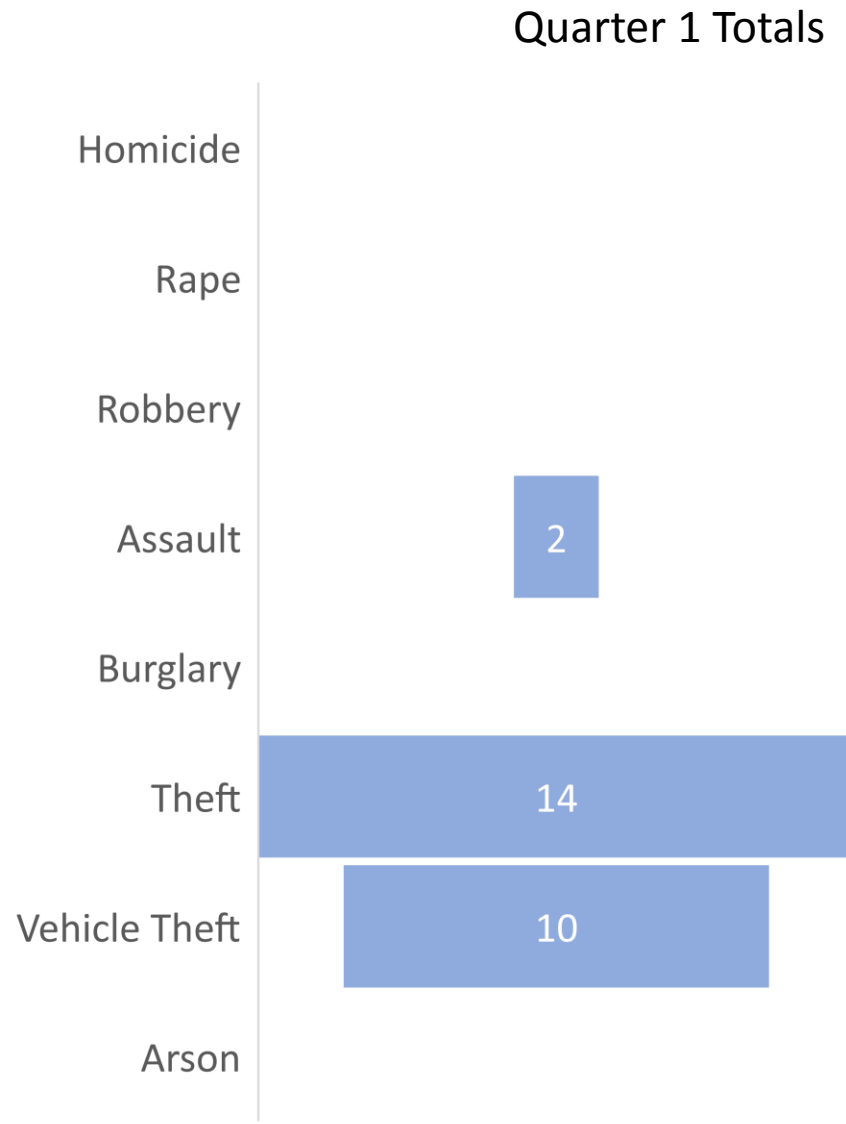
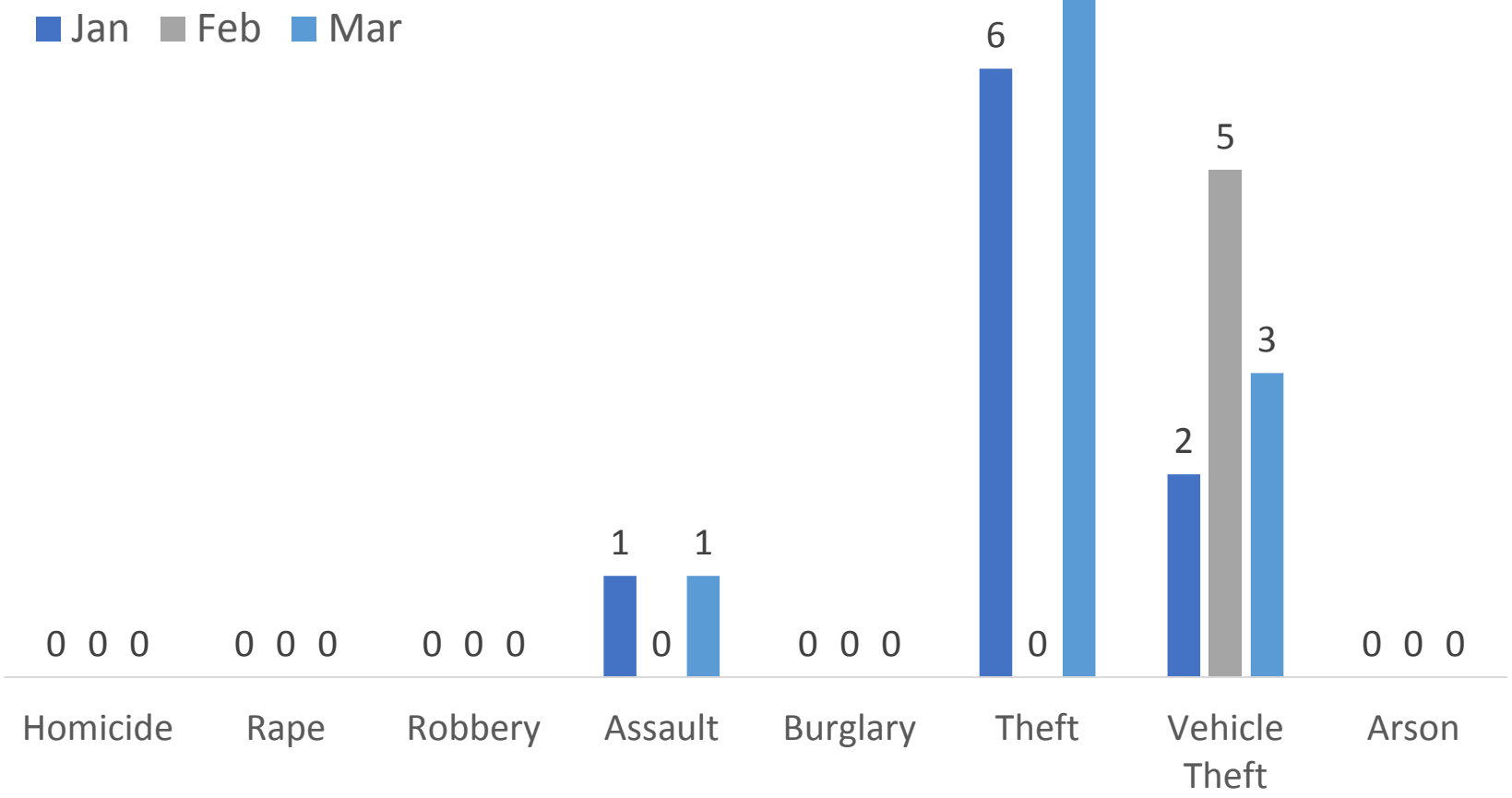
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Type

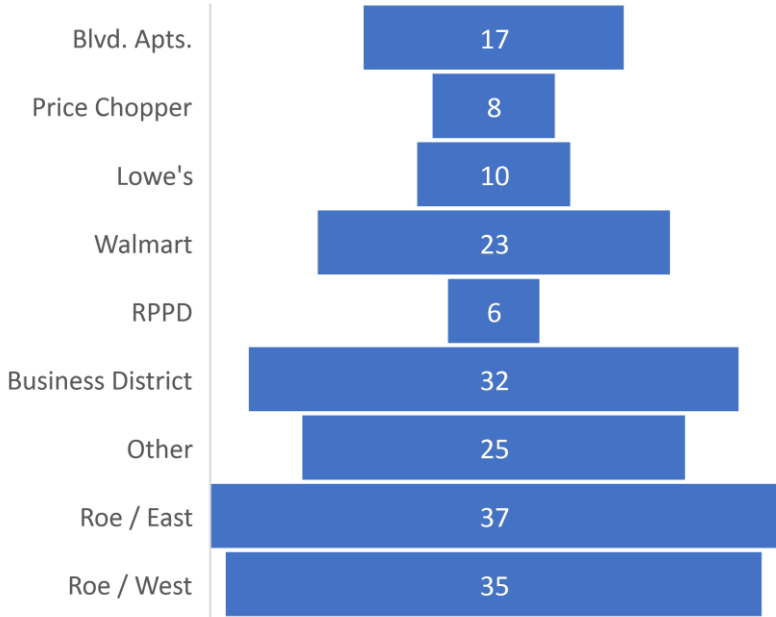
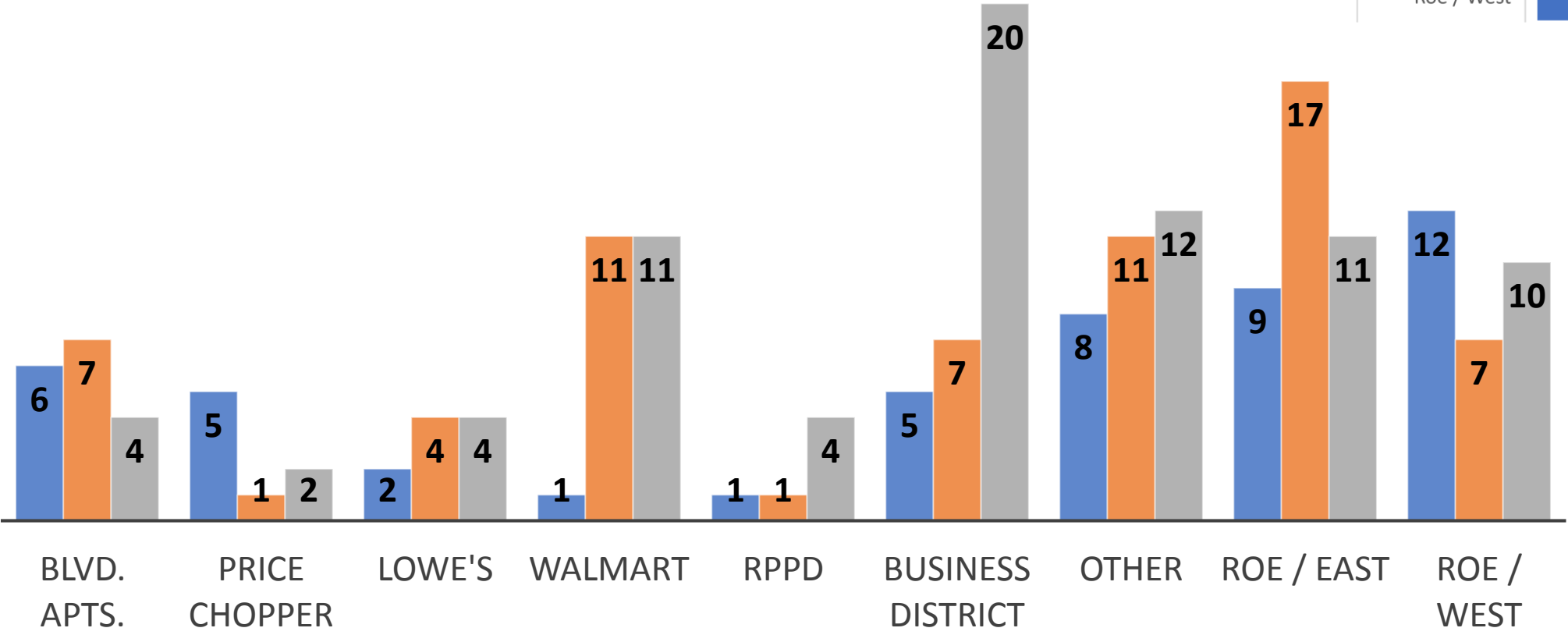
Roeland Park Police Department

2021 Quarterly Statistics

UCR Crimes



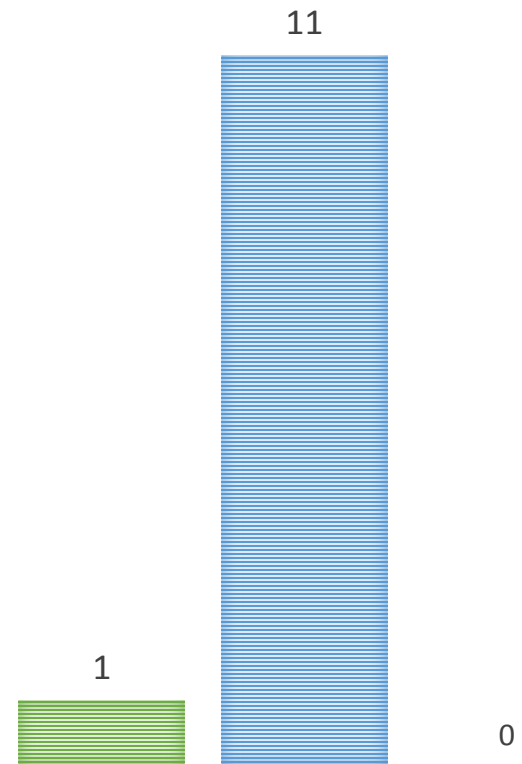
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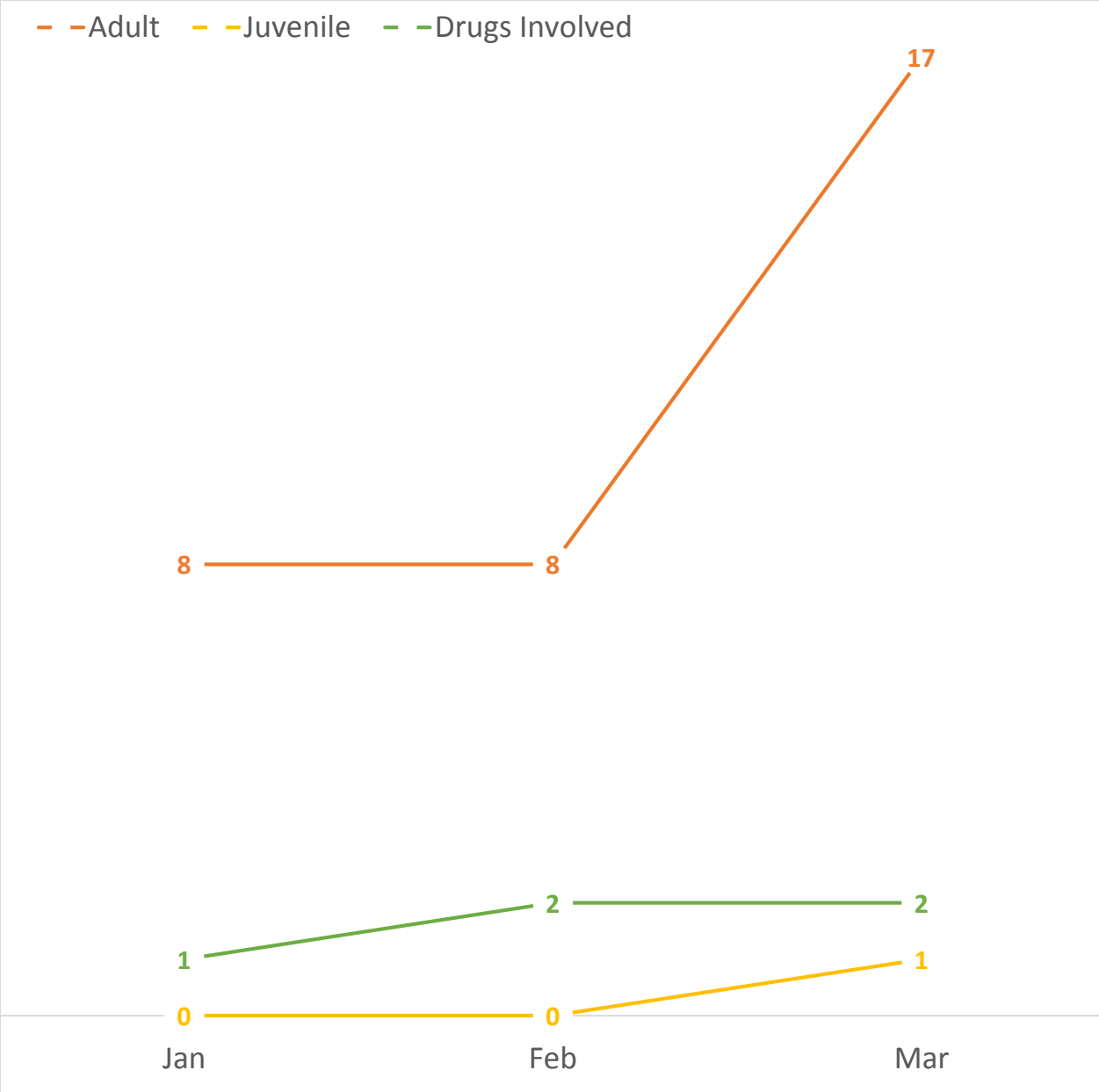
Quarter 1 Totals



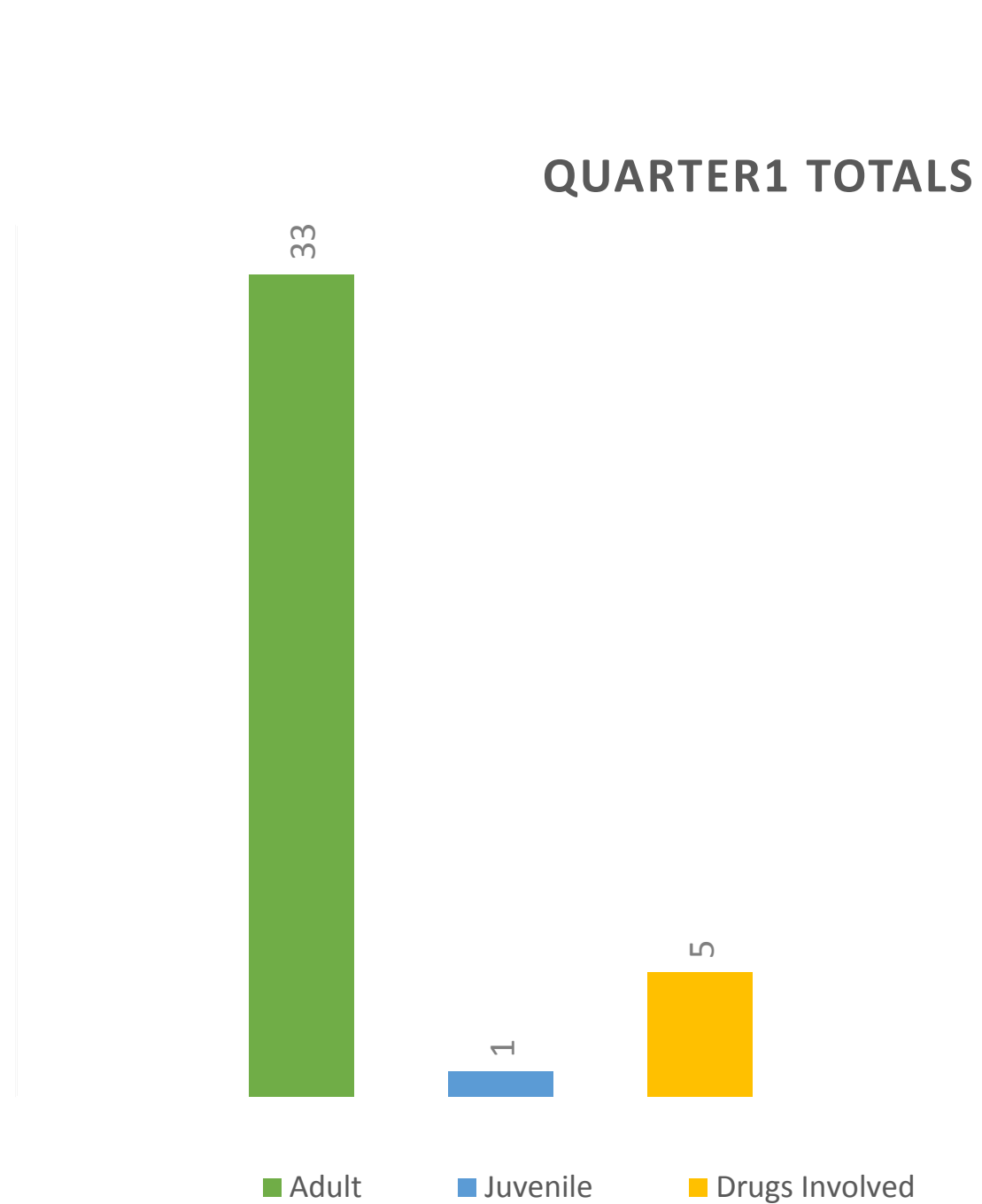
Quarter 1 Totals



Accidents

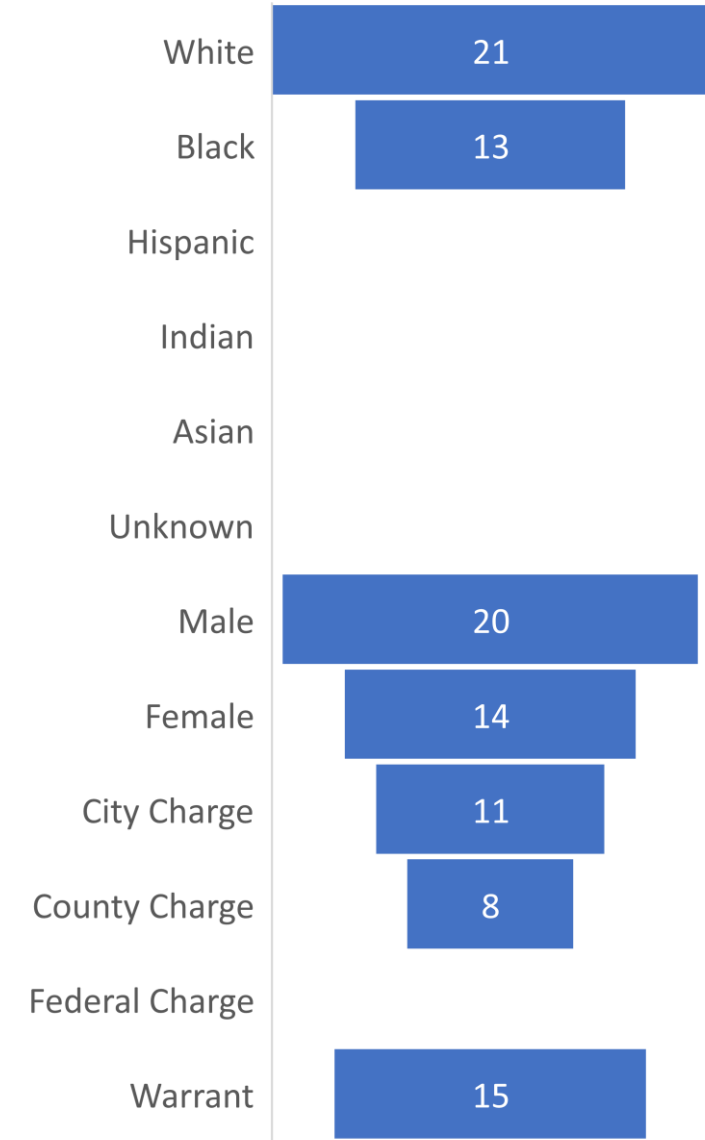
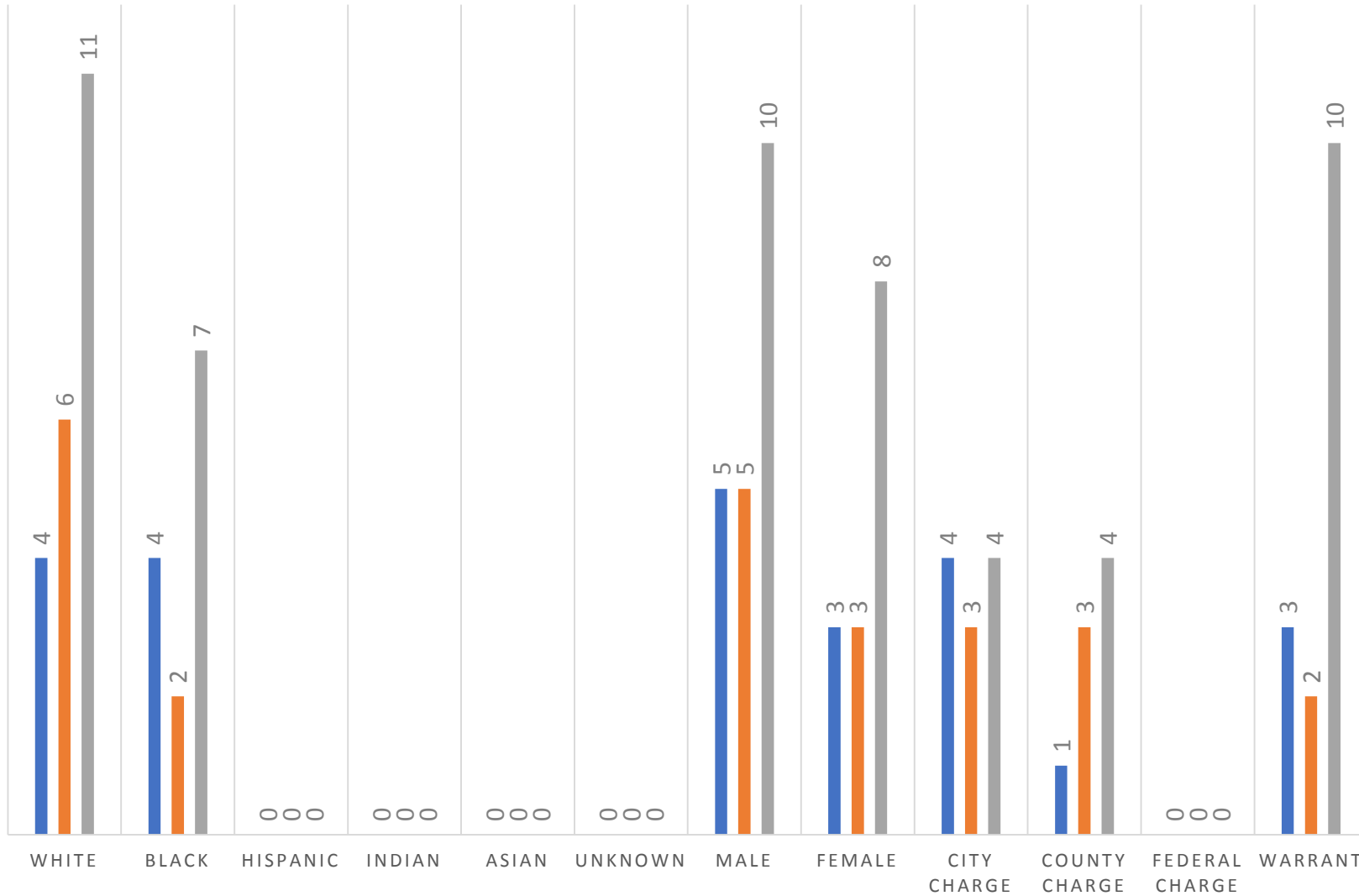


Total Arrests



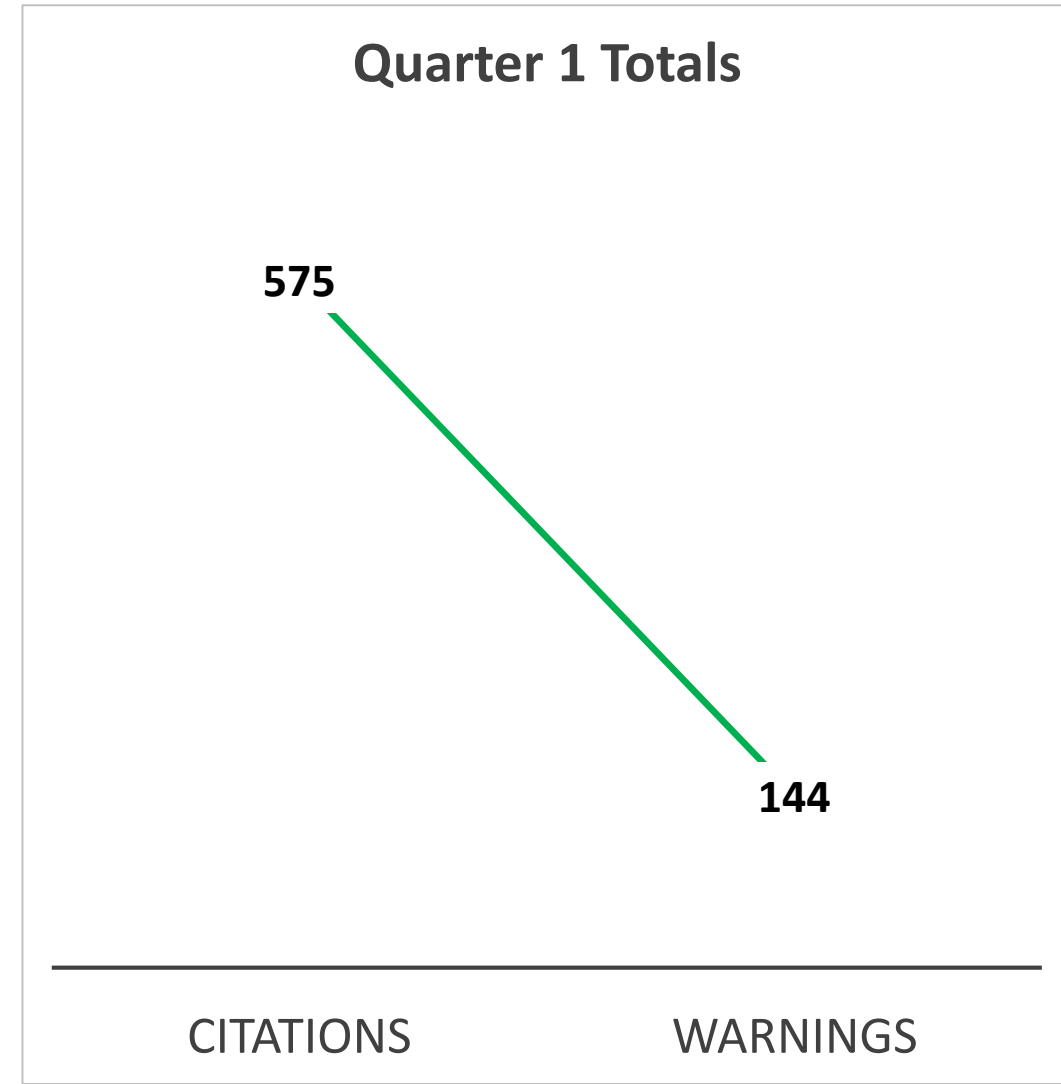
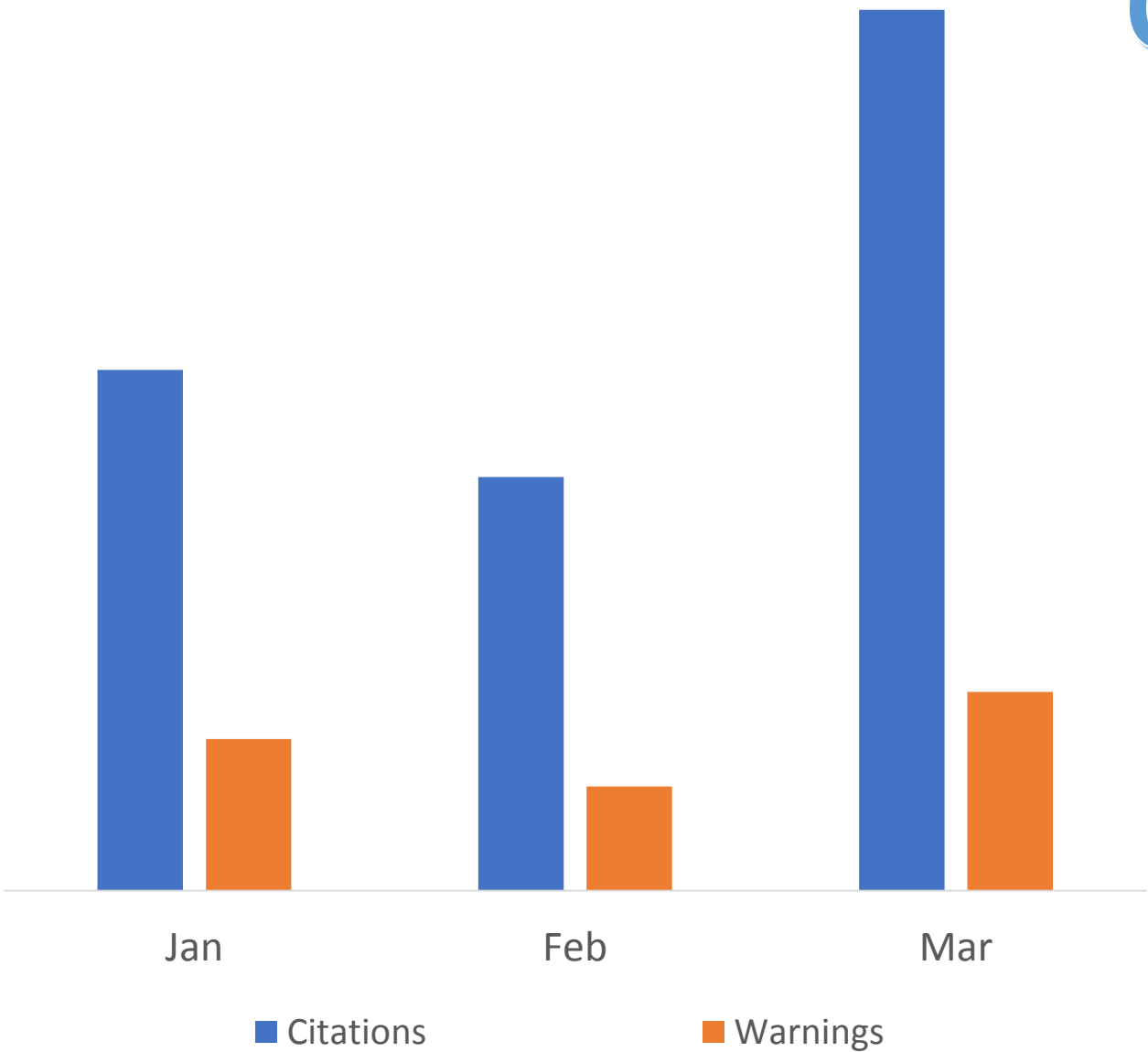
Jan Feb Mar

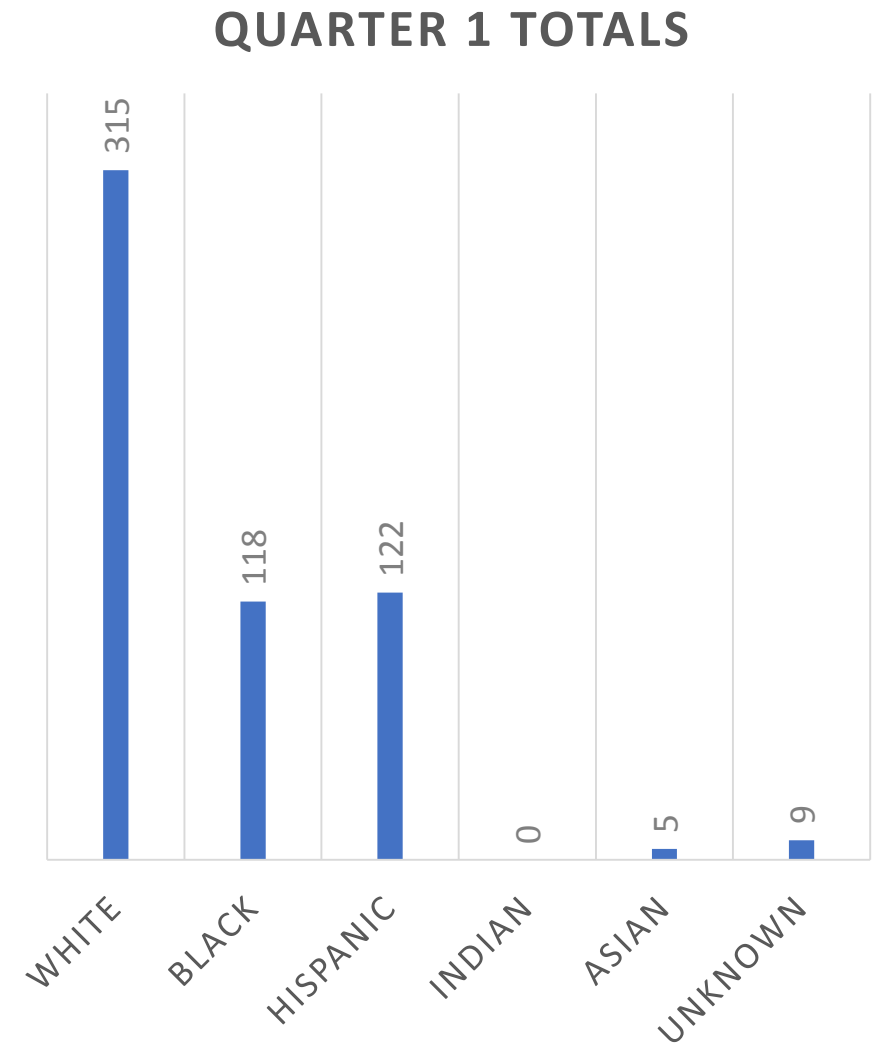
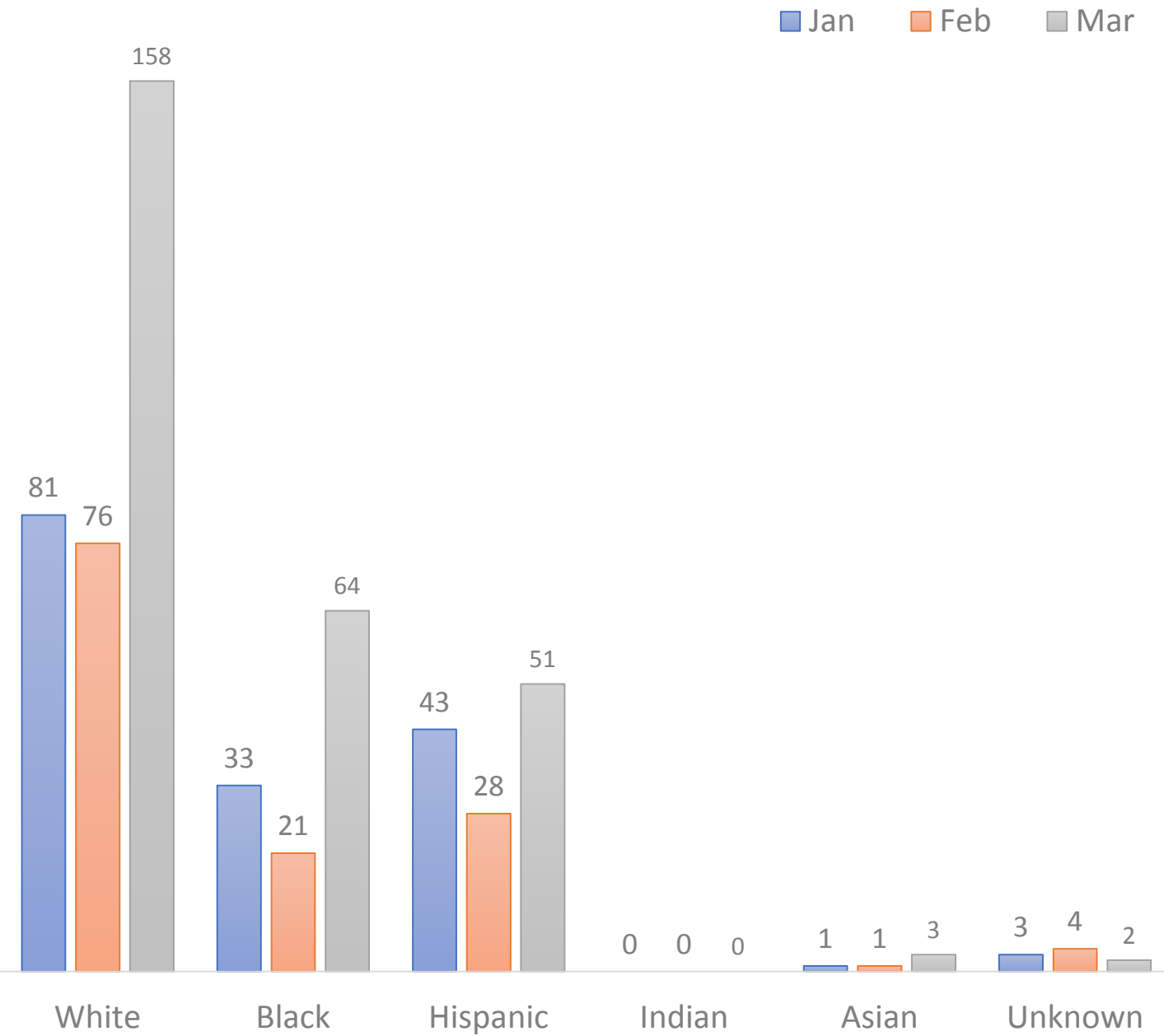
Arrests



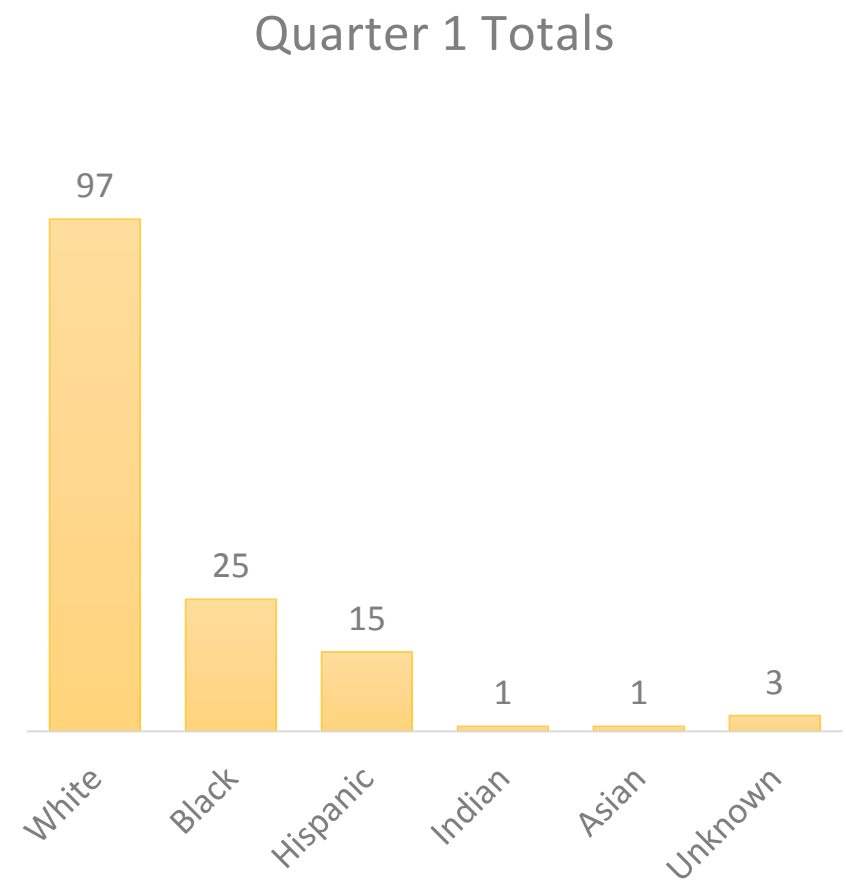
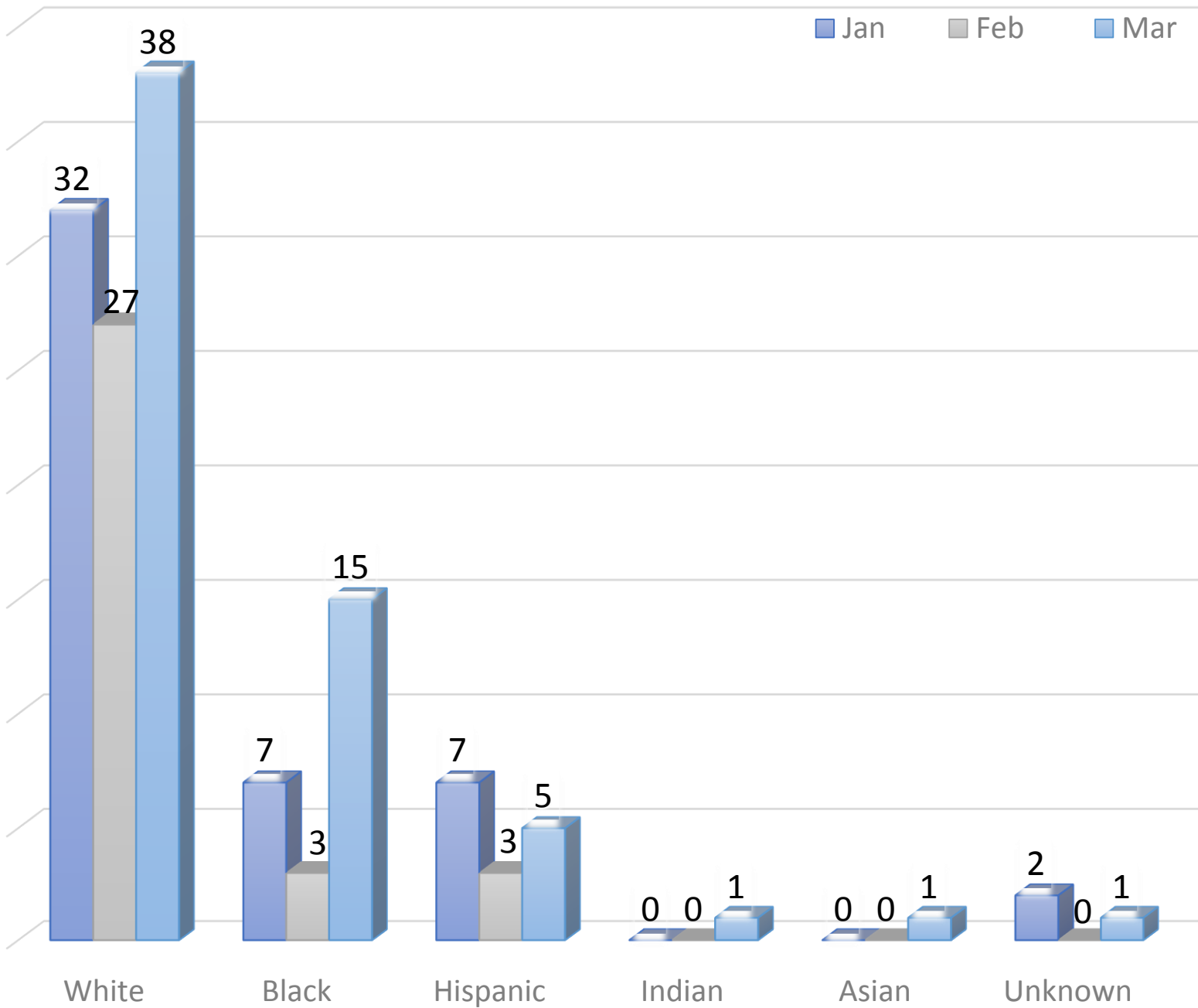
Quarter 1 Totals

Citations vs Warnings





Citations

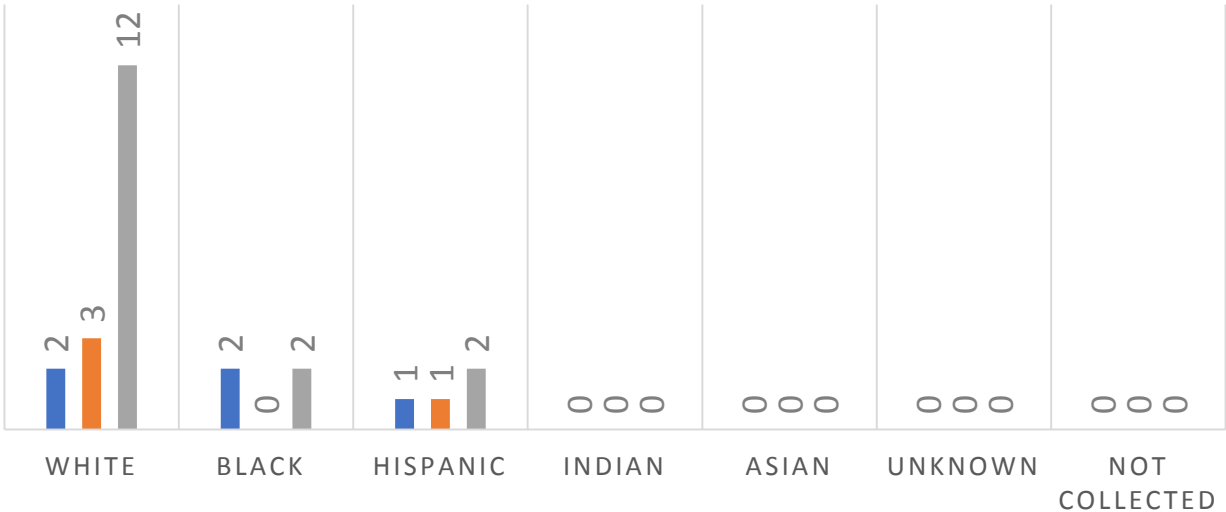


Warnings

Citation Contacts

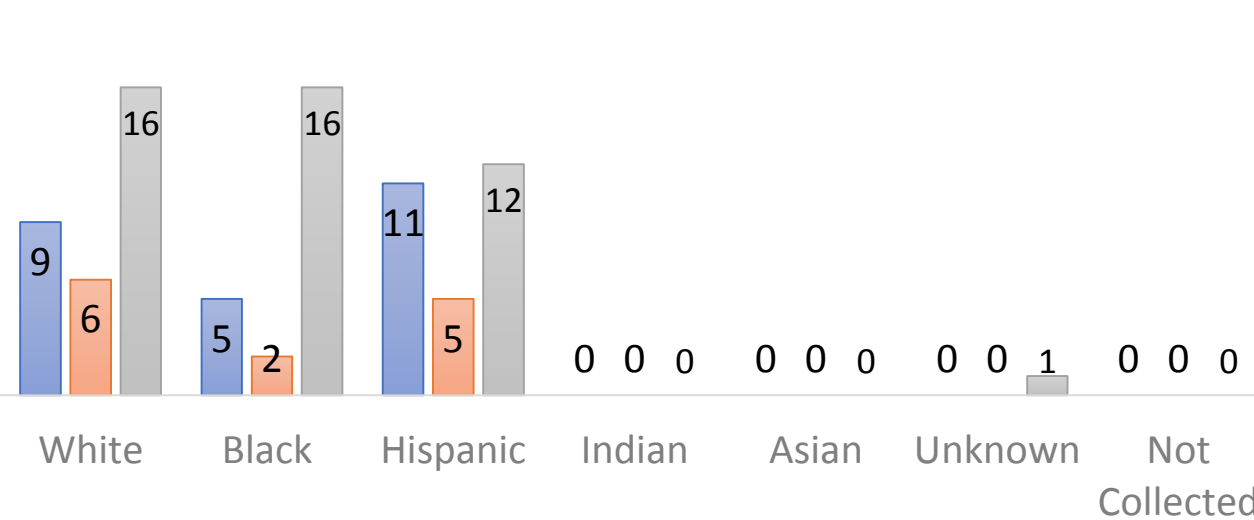
EQUIPMENT VIOLATION

Jan Feb Mar



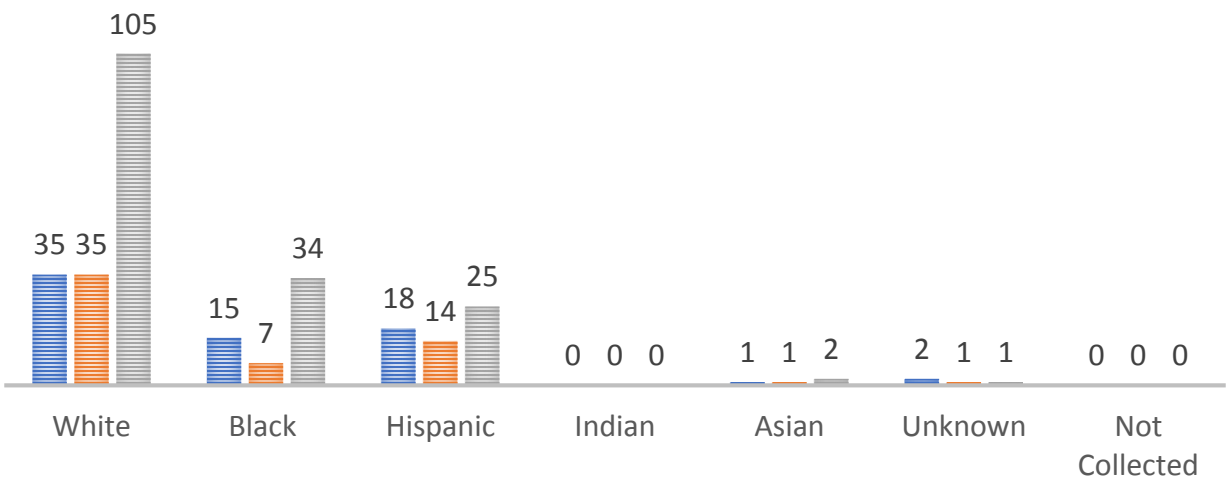
LICENSE VIOLATION

Jan Feb Mar



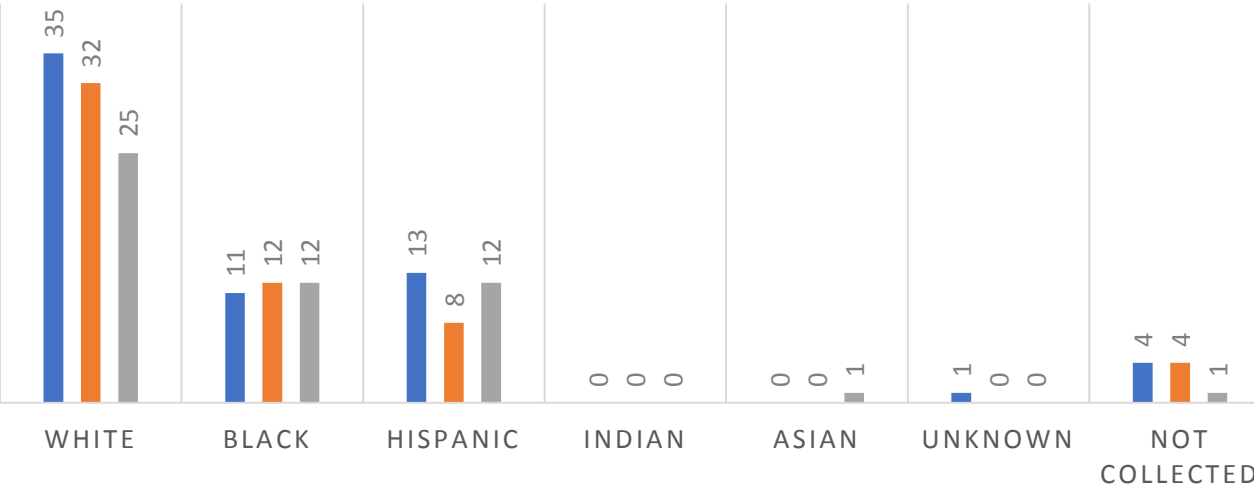
MOVING VIOLATION

Jan Feb Mar



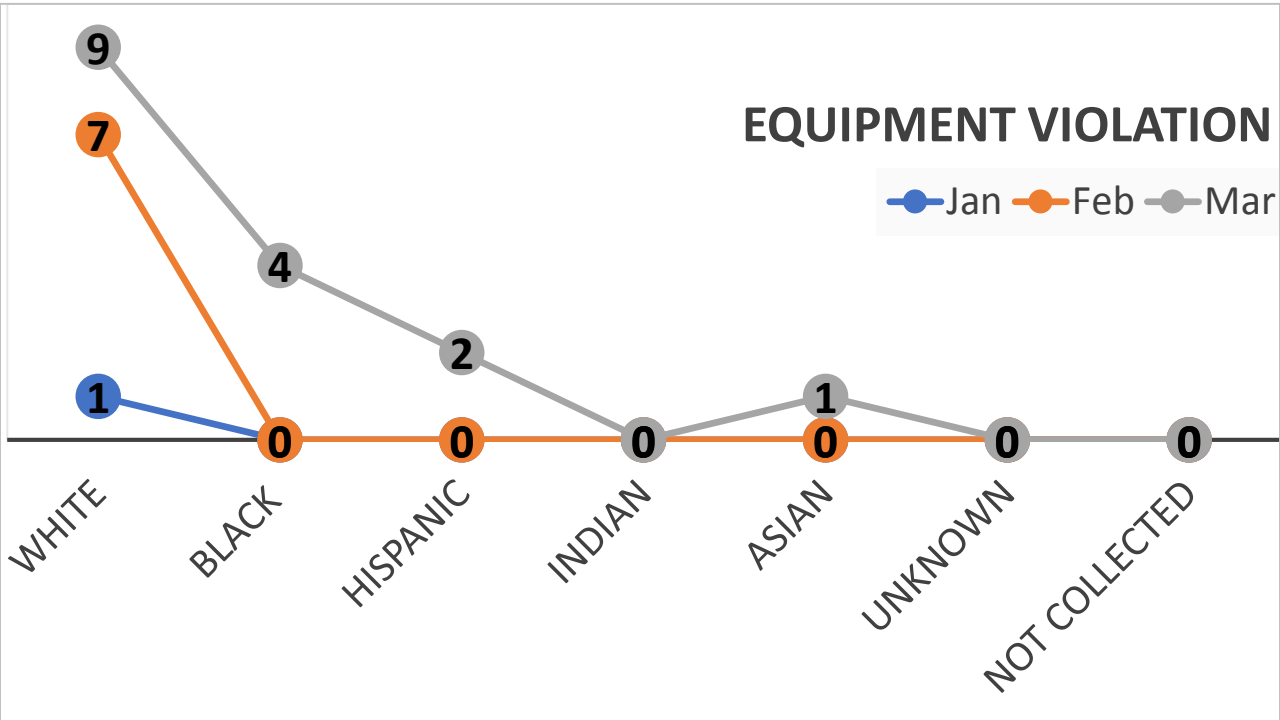
MISC VIOLATION

Jan Feb Mar

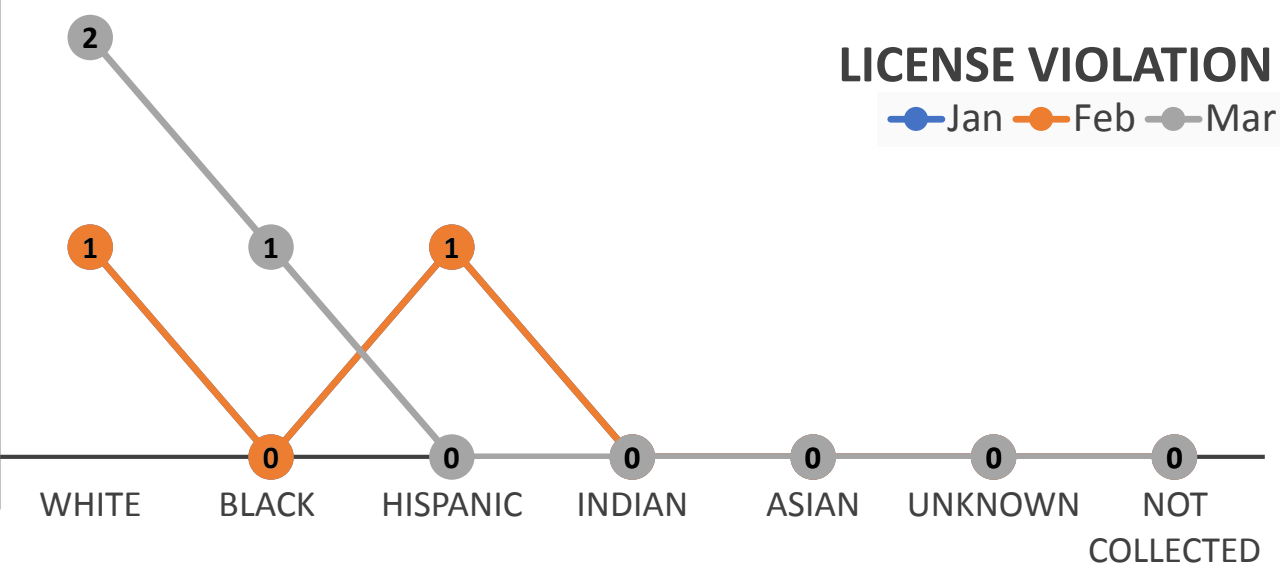


Warning Contacts

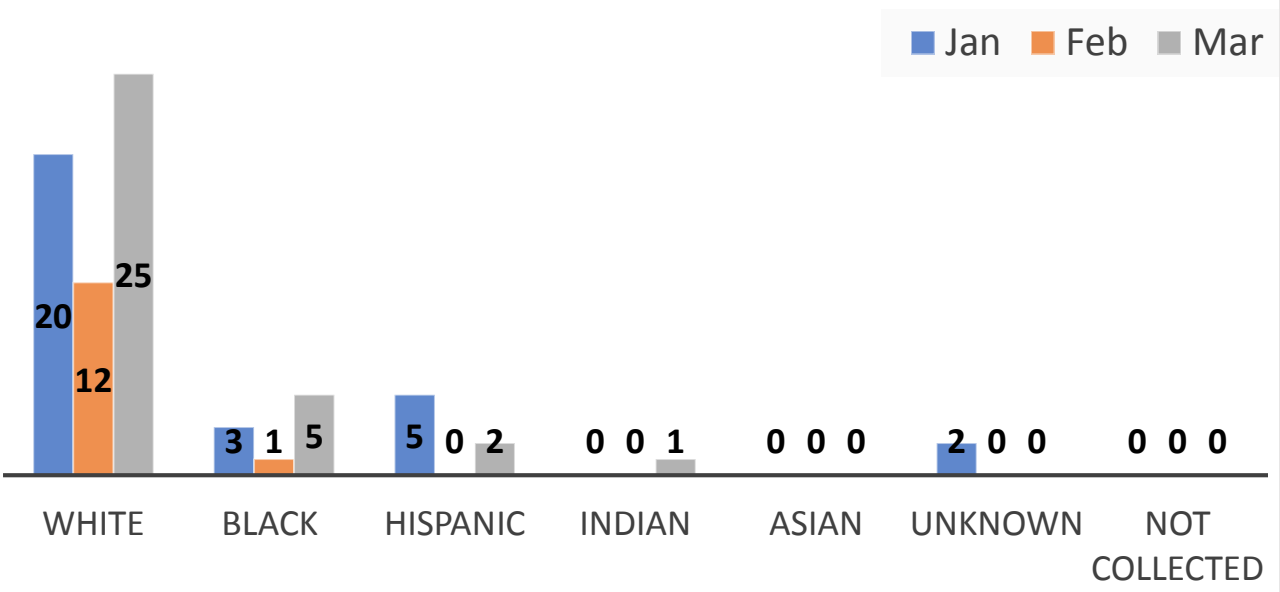
EQUIPMENT VIOLATION



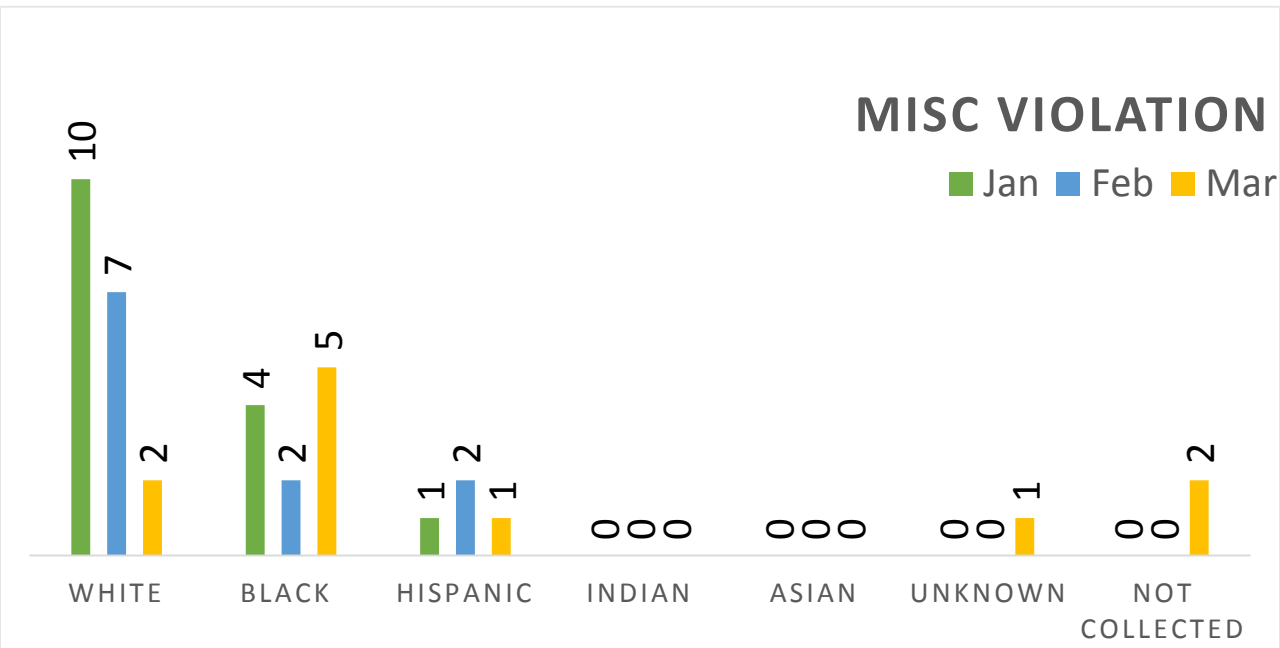
LICENSE VIOLATION



MOVING VIOLATION



MISC VIOLATION



Item Number: Reports of City Officials:- XI.-D.
Committee 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/30/2021
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Quarterly Progress Report - 2021 Objectives**
Item Type: Other

Recommendation:

Informational, no action anticipated.

Details:

Attached is the First Quarter Progress Report for our 2021 Objectives. The Performance Summary reflects completion of 5 out of the 12 2021 Objectives. All completed objectives have been completed on time with 4 coming in under budget. The financial impact of the objective related to decreasing court costs will not be known until conclusion of 2021, the fine reductions have been initiated.

Page 3 of the Progress Report lists 5 outstanding objectives from prior years, to date we have not completed any of those objectives although progress is being made.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

Some of the Objectives are intended to further the Strategic Plan and its specific tasks.

How does item benefit Community for all Ages?

Some of the Objectives are designed to bring us closer to being a Community for all Ages.

ATTACHMENTS:

Description	Type
📎 2021 Objectives 1st Quarter Performance Summary	Cover Memo
📎 2021 Objectives 1st Quarter Progress Report	Cover Memo

Performance Review and Summary 2021 Objectives

	Number	Percentage
<i>Number of Tasks to be completed:</i>	12	
Tasks Incomplete	0	0%
Tasks Completed on or before Deadline	5	42%
Tasks Completed after Completion Deadline	0	0%
Tasks Completed on or under Cost Estimate	4	33%
Tasks Completed over Cost Estimate	0	0%
Total Over/(Under) Budget	\$	(408)

Goals and Objectives for Fiscal Year 2021
Roeland Park, Kansas

Progress Report: 1st Quarter

Completion Index	
Cost	Deadline
0=Incomplete	0=Incomplete
1=UNDER	1= Early
2= On	2= On Time
3=OVER	3= Late

Objective ID	Description	Responsible Party	Cost Estimate	Actual Cost	(Under) or Over Estimate	Completion Deadline	Status- Date Completed		
A	1 Quarterly Diversity and Racial Equity Assessment	Equity Committee	\$ 2,000			12/31/21	First meeting of Equity Committee held 9/2020. The Committee developed goals and presented to Council. Committee converted to standing committee 3/15/21. performance measures.		
A	2 Reduce Non-State Mandated Fines and Court Fees by 25% for 2021	Municipal Judge, Court Fine Task Group	\$ 76,000			12/31/21	Task group met with Judge to review possibilities. Judge developed proposed fine schedule for 2021 and presented it to Council. Council passed a resolution in support of the proposed fine schedule on 12/21/20. Financial impact will be estimated at the end of 2021.	1	
B	1 Maintenance of Cooper Creek Park	Parks and Rec Super., Parks Committee, Cooper Creek Citizen Group	\$ 29,060			11/1/21	Citizen Group and Nichols are implementing plan for eradication of invasive species.		
B	2 Build Artistic Staircase from Roe Lane and Elledge Up to Aldi Parking Lot	City Clerk and City Administrator	\$ 139,378			12/31/21	Design is on hold until art element determined. Art Committee is soliciting proposals for art treatment concepts. Cross walk at Elledge and Roe Lane will be included in bid package. Anticipated construction the fall of 2021.		
B	3 Replace Amenities at Sweany Park	Parks Committee, Director of Public Works	\$ 5,000			8/15/21			
B	4 Public Art Maintenance Sub-Allocation	Arts Advisory Committee	\$ 6,000	\$ 6,000	\$ -	12/31/20	Completed 12/31/20	2	2
D	1 Install PGS Units in Public Works Snow Removal and Street Sweeping Vehicles	Public Works Director	\$ 2,800	\$ 2,596	\$ (204)	2/28/21	Completed 1/6/2021. One PW vehicle will be replaced in 2021, the GPS unit will be transferred to the new vehicle.	1	1
D	2 Install Two Marquee Signs on Roe Boulevard	Public Works Director	\$ 50,000			9/30/21	Pricing on changeable message signs has been secured for reference along with information on how such signs are generally designed. Pricing to extend power to the locations is being investigated.		

Goals and Objectives for Fiscal Year 2021
Roeland Park, Kansas

Progress Report: 1st Quarter

Completion Index	
Cost	Deadline
0=Incomplete	0=Incomplete
1=UNDER	1= Early
2= On	2= On Time
3=OVER	3= Late

Objective ID	Description	Responsible Party	Cost Estimate	Actual Cost	(Under) or Over Estimate	Completion Deadline	Status- Date Completed		
D	3 Replace Chairs in Municipal Court Room	Police Chief	\$ 3,000	\$ 2,444	\$ (204)	2/28/21	Completed 2/9/21.	1	1
D	4 Provide Free Wi-fi at the Aquatic Center	Parks and Rec Superintendent	\$ 5,000			5/31/21			
G	1 Replace Administrative Vehicles at City Hall with Electric Vehicles	City Administrator	\$ 30,000			4/30/21	Hybrid version of the Soul test driven and inspected by staff to ensure compatibility with neighborhood services use. Council has authorized purchase of used electric Soul vehicles meeting minimum criteria. Staff is negotiating with multiple dealers for best value.		
G	2 Set Aside \$7,000 of Art Budget Each Year for Future Purchase of a Prominent Sculpture at North Entry to City	Arts Advisory Committee	\$ 7,000	\$ 7,000	\$ -	12/31/20	Completed October 2020.	2	2
Total			\$ 355,238	\$ 18,040	\$ (408)				

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Incomplete Objectives from:

2017

B	3 Find new location for Public Works	City Administrator	\$	1,200,000		7/31/17	We are looking at options currently available. Over 35 sites considered. Objective for 2022 has been given preliminary approval to do a site assessment at the Rocks for a new facility.
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2019

D	3 Hire a Public Works Engineering Intern	Public Works Director	\$	6,300		8/31/19	Not implemented in 2019 due to turn over in PW Director position. Not implemented in 2020 due to COVID-19 impacts. Plan to hire in 2021.
F	2 Develop 4 to 5 Historical Markers/Interpretive Signage	Public Works Director & Public Works Committee	\$	30,000		9/30/19	Council has appointed an Ad Hoc Committee to work on this objective along with the update to Roeland Park's history book. Police Chief is staffing the committee. The Committee gave an update to council on 3/15/21.

2020

A	1 Update Roeland Park History Book from 1996 to Present	Tom Madigan and Volunteer Historians	\$	1,000		10/31/20	Council has appointed an Ad Hoc Committee to work on this objective along with the update to Roeland Park's history book. Police Chief is staffing the committee. The Committee gave an update to council on 3/15/21.
F	1 Establish Roeland Park Economic Development Enterprise Association	Asst. City Administrator & Governing Body	\$	-		3/31/20	
G	1 Consider Green Traffic Garden in Concert with Phase 1 or Phase 2 of R Park Development Plan	Public Works Director & Parks/Trees Committee	\$	75,000		11/1/20	Council discussed options on 2/3/20, direction was established to consider the Objective during design of Phase 3 planned for in 2021.

\$ -

Item Number: Reports of City Officials:- XI.-E.
Committee 4/5/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/1/2021
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Quarterly Progress Report - Strategic Plan**
Item Type: Other

Recommendation:

Informational item, no action anticipated.

Details:

Attached please find the 1st Quarter Progress Report for the Strategic Plan. As the City completes initiatives which advance the Strategic Plan staff memorializes those accomplishments into this report. The newest accomplishments are added at the end of the appropriate "Goal and Strategy". This keeps the report in chronological order.

The accomplishments completed or seeing substantial progress in the 1st quarter of 2021 are highlighted in green on the attached progress report.

Since adoption of the Strategic Plan in 2015 the City has taken steps in each of the 5 "Goal" areas as well as implementing initiatives that further each of the 17 "Strategy" areas. The City has undertaken a total of **135 initiatives** to date as part of the Plan's implementation which represents a \$17 million investment in the Community!!!!!!

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

The quarterly progress report ensures the City is tracking efforts undertaken to implement the strategic plan and also provides timely, transparent communication to our residents on these efforts.

How does item benefit Community for all Ages?

The quarterly progress reports communicate to residents of all ages the efforts being undertaken designed to benefit each of them.

ATTACHMENTS:

Description	Type
1st Quarter 2021 Strategic Plan Progress Report	Cover Memo

Strategic Plan						
Roeland Park, Kansas						
Page 1		Progress Report: 3/31/21				
Goal and Strategy	Description	Responsible Party	Specific Activities Undertaken to Achieve this Goal	Cost	Date Completed	Status/Progress/Update
Goal 1: Create a long-term financial plan to diversify revenue supporting economic growth.						
1 A	Collaborate with peer cities with similar developmental issues and define potential options. (Phase 1)	City Administrator & Asst. City Administrator	1. In 2017 Roeland Park collaborated with Fairway and Westwood on bidding out solid waste services. A new contract was executed locking in fees paid for solid waste for an initial 3 years. The new contract provides for performance standards as well as financial penalties in the event the contractor does not meet prescribed performance standards. Under the new contract weekly summary reports are also provided which list service complaints by address and chronicles the time addressed as well as the approach/reasoning behind each resolution. The 2019 Citizen Satisfaction Survey saw a 22% increase in satisfaction with solid waste services over the 2016 survey results.	\$ -	11/30/17	A new contract was executed locking in fees paid for solid waste for an initial 3 years. Citizen satisfaction improved with solid waste in 2019 from 2016, however satisfaction has not returned to 2008 levels. Mission changed to WCA for waste services as of 1/1/20; In 2020 WCA is charging Mission \$15.75/month and charging Roeland Park \$15.17/month for comparable service. A contract extension with WCA was approved in 2020 in cooperation with Fairway and Westwood for 2021 to 2025; the 2021 rate will increase to \$15.45/month with the monthly rate increasing not more than \$.35 each year.
			2. In 2017 Roeland Park began looking at animal control service alternatives to the NEAC system in place. This effort lead to Mission looking at delivering animal control services through a civilian staff within their police department. At the end of 2018 NEAC disbanded and each of the cities in NEAC contracted with the City of Mission to provide animal control services. It is anticipated that has a contract relationship with a single municipality will provide for improved animal control service at a lower cost (\$12,000 savings from NEAC fee).	\$ (12,000)	1/1/19	Contract executed in 2018 service began 1/1/19. Performance review in 2019 shows satisfaction with the service as well as lower than anticipated costs.
			3. In 2018, other NE JOCO cities were asked if they would have interest in sharing a Public Information Officer. The other communities felt their communications approach was working effectively and had concerns about how sharing a staff position would be implemented so that the shared time amounted to the percentage being charged per entity. In 2019, Roeland Park implemented a contracted PIO position on a trial basis to determine if this approach would be effective.			Contract PIO Began 1/1/2019. Monthly reports including benchmarking comparisons to other cities provided. Contract PIO program continues in 2020.
			4. In 2018, Roeland Park approached Mission, Fairway and Westwood if their was interested in joint participation in a City Magazine. The other communities felt their current newsletter, social media efforts and own city magazine in the case of Mission is working effectively. Roeland Park proceeded to meet with two local firms that have experience producing city magazines but ultimately the cost of production was beyond Roeland Parks budget.			Complete
			5. In 2017 Roeland Park invited Fairway to purchase salt through a joint method to reduce the price per ton. Fairway indicated they were pleased with their current method. Roeland Park reached out to some of the larger cities in JOCO and found that Roeland Park was able to piggy back on Lenexa's salt purchase contract resulting in a savings over prior year prices. Roeland Park informed Fairway of this opportunity.			Complete

**Strategic Plan
Roeland Park, Kansas**

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Progress Report: 3/31/21

Goal and Strategy		Description	Responsible Party	Specific Activities Undertaken to Achieve this Goal	Cost	Date Completed	Status/Progress/Update
				6. In 2015 Roeland Park and Fairway entered into an agreement for the joint construction of a salt storage facility on Fairways public works site. Construction of the facility was completed in 2016.	\$ 70,900	8/1/16	Complete
				7. In 2018 Roeland Park made request of Mission to de-annex .7 acres of land (old KDOT right of way) owned by Roeland Park at the northeast corner of Roe and Johnson. The boundary line adjustment will simplify development and ongoing regulation of the site. Development at this intersection began in 2017 with construction of a new bank and hospital it is continuing with the Gateway project in Mission. Encouraging development of the NE corner at this same time is beneficial to both communities.	\$ 74,602	12/9/19	Deannexation from Mission and Annexation by Roeland Park completed on 10/22/19. Financial consideration agreement with Mission completed on 12/9/19. First of two payments to Mission made in June of 2020.
				8. In 2019 Roeland Park is including Westwood Hills in our annual contracted street maintenance bid in hopes that the larger volume will generate lower per unit prices.			Complete in 2019, continuing in 2020.
				9. Starting in 2016 Roeland Park began offering contract code enforcement services to Westwood Hills which reimburses the City for the use of this staff time plus an administrative fee of 15%.			Complete
				10. Roeland Park has an interlocal agreement with the City of Westwood to provide Building Inspection services when either City is in need. Prior to hiring John Jacobson, the City was without a Building Inspector for several months. We were able to rely on the City of Westwood's building inspector on a contractual basis to fill that void. Likewise, Mr. Jacobson has helped Westwood with building inspections when their staff was unavailable.			Ongoing
				11. Roeland Park, Westwood and Kansas City, KS worked together to rebrand the 47th Street Corridor and host an inaugural community event to promote the businesses within the corridor and provide for a social event for residents.	\$ 3,000	9/8/19	Event was a success, hoping it will be an annual event.
				12. Roeland Park is a partner with MARC and other first tier cities on a Workforce Housing Study.	\$ 750	12/16/19	Results of housing study presented to Council by MARC on 12/16/19.
				13. Roeland Park is a partner with JOCO and other JOCO cities on an affordable housing study.	\$ 650		Underway
				14. Roeland Park is working on an interlocal agreement to provide Code Enforcement services on an as needed basis to Mission Woods.			Approved 10/5/20.
				15. Worked with Fairway to develop a plan for extending a sidewalk along Buena Vista which passes through both cities and serves to enhance pedestrian safety for residents of both communities.			As of 9/30/20 construction is planned for 2022 using CARS funding.
1 B	Prioritize grant funding opportunities to improve the community and diversify finances. (Phase 1)	City Administrator & Asst. City Administrator		1. In 2016, STP Funding identified, applied for and secured \$4.6 million to support street/storm/signal/lighting/walkways/landscaping improvements along the entire length of Roe Boulevard. TIF 1 and TIF 3 resources also identified too support this project as well as CARS funding. Of the \$10 million total project cost only \$.226 million is coming from sales taxes.	\$ 10,000,000	12/31/16	Bids opened 3/21/20, construction began in May 2020. Phase 1 complete 11/30/20. Phase 2 is planned for completion by 5/2021. Mill and overlay north of 48th along with landscaping to be completed in early spring of 2021.
				2. In 2017, USTA Grant identified, applied for and secured for \$32,000 to support reconstruction of the R Park Tennis Courts.	\$ 160,690	12/31/17	Tennis courts completed to include pickle ball as well as youth tennis lines in 2018.

**Strategic Plan
Roeland Park, Kansas**

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Progress Report: 3/31/21

Goal and Strategy		Description	Responsible Party	Specific Activities Undertaken to Achieve this Goal	Cost	Date Completed	Status/Progress/Update
				3. In 2017, CDBG Grant identified, applied for and secured \$100,000 to support street/sidewalk improvements to Birch Street.	\$ 278,500	12/31/17	Birch street/sidewalk completed 12/20/18.
				4. In 2017, CARS Funding established a street improvement plan which optimizes the CARS resources available to the City each year and incorporated these resources into the Capital Improvements Plan.	\$ -	8/31/17	CARS funding secured for 2018, 2019 and 2020 projects. 2021 through 2025 CARS projects planned in the CIP.
				5. In 2017, SMAC Funding established a storm system improvement plan which optimizes the use of SMAC resources by coordinating street improvements and storm sewer improvements into the Capital Improvements Plan.	\$ -	8/31/17	Agreement with JOCO for drainage basin project coordination completed in 12/2019. Inspection of pipe/structures is continuing.
				6. In 2017, KDHE Arboretum Grant identified, applied for and secured \$25,000 for 20 trees to be planted to establish an arboretum in R Park.	\$ 25,000	12/31/17	Trees installed at R Park in the spring of 2018.
				7. In 2018, CDBG Grant applied for and secured \$135,000 to support street improvements to El Monte Street.	\$ 166,000	10/31/18	Project completed 8/31/19.
				8. In 2018, Planning Sustainable Places grant identified, applied for and secured for \$80,000 to support a planning/visioning effort for the intersection of 48th and Roe as well as the Johnson Drive corridor.	\$ 100,000	9/30/18	Final Corridor Plan presented to Council 8/5/19.
				9. In 2019 SMAC funding will also be used to aid in funding inventory and videotaping of the City's in ground storm water collection system.	\$ 58,389	12/1/19	Contractor completed inventory/videotaping of City storm sewer system in 2019.
				10. In 2019, \$79,500 in CARS funding used to complete improvements to 50th Terrace from Roe to Cedar.	\$ 182,256	8/31/19	Project completed in summer of 2019.
				11. In 2019, information being gathered concerning the Kansas Land and Water Conservation Grant program, as an opportunity to partially fund R Park and Aquatic Center improvements planned for 2020/21.			Notice of grant would not come before award of contract for these two projects. Staff will look at applying for eligible projects planned out past 2020.
				12. Two CDBG eligible projects for 2021 funding presented to Council.	\$ 200,000	9/30/20	Two 2021 projects presented in May 2020, council direction was to apply for \$200k in funding for ADA Improvements at Community Center and Aquatics Center. Roeland Parks project is not recommended for funding as of 9/30/20.
				13. Looking at street, sidewalk and bike trail projects that would qualify for STP funding in 2022 or 2023.			Nall and Elledge improvement projects submitted for STP funding in May of 2020. Neither project was recommended for funding by the STP-committee as of 12/30/20. The trail improvements planned in Phase 3 of R Park do not qualify for STP funds.

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Roeland Park, Kansas**

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Goal and Strategy		Description	Responsible Party	Specific Activities Undertaken to Achieve this Goal	Cost	Date Completed	Status/Progress/Update
				14. Working with County on CARES Act funds to be allocated to JOCO cities.	\$ 213,000	12/31/20	City Administrator served on advisory committee to JOCO on how to distribute a portion of the \$116 million in CARES Act funds to cities. The City will receive \$213,000 in Cares Act funds. Projects supported by these funds have been completed.
				15. American Rescue Plan Act Fund Utilization	\$ 936,000	3/28/21	Staff is developing a matrix of permitted uses of these funds along with the magnitude of need anticipated for each use to aid council in making strategic decisions on how to best employ the resources.
				16. JCPRD Contribution to Community Center Parking/Storm Drainage Improvements	\$ 122,000	3/28/21	JCPRD has allocated funds for the parking lot and storm drainage improvement project planned at the Community Center for the fall of 2021.
1	C	Evaluate the historical, present and future financial commitments of Roeland Park and create a written analysis. (Phase 1)	City Administrator & Asst. City Administrator	1. In 2016, Columbia Capital completed an analysis of the debt obligations of the City which is now incorporated into the monthly financial summary provided by the Finance Director.	\$ 1,912	1/1/16	Complete
				2. In conjunction with development of the 2018 Capital Improvements Plan, the City acquired the Plan It asset management software. This system allows the City to plan for perpetual investment in each capital item under our responsibility. The system reflects the funding source, the timing of when resources are available and when resources will be spent. It employees a two part scoring system to prioritize projects. It has the capacity to attach all supporting documents associated with an asset including pictures, studies, plans and legislative records. This tool in concert with the three year budget forecast model employed by the City provides information necessary in determining the present and future financial needs of the City.	\$ 725	8/31/17	On going, updated annually with budget process.
				3. At Council's request, Columbia Capital provided borrowing scenarios and procedure information as part of the 2020 budget process. Staff also provided Council budget scenarios reflecting different borrowing amounts. The borrowing analysis focused on funding new parks/recreation amentias, beyond merely replacing existing infrastructure.	\$ 800	7/1/19	Council completed a planned \$1.25 million borrowing with a ten year maturity with a 1.51% interest rate to fund new parks and pool facilities as of 9/30/20; in addition two outstanding issues were refinanced saving residents over \$50,000.
				4. Council approved placing on the 11/3/20 ballot a question that would extend the term of the current special purpose sales tax as well as increase it from a quarter of a percent to one-half of one percent. This would generate an additional \$375,000 annually to be used on maintaining infrastructure and buildings.	\$ 375,000	11/3/20	Communications plan executed. Question was approved with 60% in support on 11/3/20.
1	D	Dedicate resources to create a financial plan with the purpose to diversify the revenue base. (Phase 1 and Phase 2)	City Administrator & Asst. City Administrator	1. In 2016, the Development Committee created development plans for The Rocks and Northeast RJ (the two undeveloped sites owned by the City. These uses will diversify the revenues which support city services.	\$ 23,290	12/31/16	Sale of Northeast RJ land closed on 12/26/19. Staff continues to discuss The Rocks with prospective developers.

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Goal and Strategy	Description	Responsible Party	Specific Activities Undertaken to Achieve this Goal	Cost	Date Completed	Status/Progress/Update
			2. In 2017, the City approved plans for St. Luke's Hospital and Commerce Bank to develop new sites. Development of this property diversifies land use and contributes to diversity of revenues in support of city services.	\$ -	6/30/18	The two sites contribute to an attractive gateway and synergy of development at this intersection.
			3. In 2019, the City entered into a land sale agreement worth \$1.2 million with Sunflower Medical Group to construct a medical office building that will accommodate multiple medical service providers within the City limits.			Construction is on schedule to be complete by the 6/25/21 deadline.
			4. In 2019, the City completed a corridor plan for Roe and 48th as well as Johnson Drive from Roe to Roeland Dr. This citizen lead initiative identified redevelopment scenarios for each corridor that residents support. All of the concepts would diversify and strengthen the City's revenue base.		8/19/19	Council has adopted the corridor plan.
1 E	Establish an Economic Development Committee to work with the City Council, residents and business community for implementation of the finance plan. (Phase 1 and Phase 2)	City Administrator & Asst. City Administrator	1. In 2015 The Development Committee was established. They have created development plans for The Rocks and Northeast RJ reflecting diverse uses to further the financial plan.	\$ -		Ongoing. The work of this Committee lead to a land sale for Northeast RJ in 12/2019. The buyer intends to build a medical office facility, that will broaden the employment opportunities in Roeland Park and diversify the land uses in Roeland Park.
Goal 2: Create a commercial development plan to revitalize underutilized property and leverage available land to create a sustainable community.						
2 A	Identify and prioritize potential commercial development sites in order to attract and retain developers and retail constituents supporting sustainable goals. (Phase 1)	City Administrator & Asst. City Administrator	1. The City also continues to support and attend the 47th and Mission Overlay Committee meetings along with representatives from the UG, Westwood, and area business leaders to discuss development in the district including the plans for development at the southwest corner of 47th and Mission.	\$ -		Ongoing
			2. The Rocks and Northeast RJ development plans support this goal.	\$ -		Ongoing
			3. In 2017, City learned more about the Walmart site lease terms and identified the TIF1 resources that will accumulate through the end of the TIF (2023).	\$ -	12/31/18	TIF development amended in 2018 to expand options for use of excess TIF resources. \$2.368 million in TIF 1 resources will be used on the Roe 2020 project.
			4. In 2018, the City identified the TIF3 resources that will accumulate through the end of the TIF (2025) and has incorporated these incentives into marketing of The Rocks.	\$ -	12/31/18	Ongoing
			5. In 2018, the City took the lead to clear up land use uncertainty for properties along the north side of Johnson Drive.		8/31/18	Covenant amendments filed, first redevelopment within the corridor underway in 2018 and completed in 2019.
			6. In 2019, a citizen-led planning/visioning process occurred for the area at 48th and Roe as well as along Johnson Drive. This effort produced redevelopment concepts for land along these corridors.		8/19/19	The final report was adopted by Council on 8/19/19.
			7. Update the Comprehensive Plan plus review Universal Design guidelines and residential design standards	\$ 65,000	9/21/20	Comprehensive plan was adopted by Council on 9/21/20.

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Progress Report: 3/31/21

Goal and Strategy		Description	Responsible Party	Specific Activities Undertaken to Achieve this Goal	Cost	Date Completed	Status/Progress/Update
				8. Complete strategies included in Comprehensive Plan Update			Working with consultant Richard Duncan on Universal Design strategy. Working with Confluence on Residential Building Standards strategy.
2	B	Leverage commercial development sites as anchors for transforming Roeland Park into a community that serves to attract all ages with target audiences of young adults and seniors. (Phase 2)	City Administrator & Asst. City Administrator	1. The Sustainability Committee and Asst. City Administrator have been working through the MARC Community for All Ages recognition program.	\$ -	4/19/19	The City received Silver designation in 2017 and Gold designation in April of 2019.
				2. The mix of uses reflected in The Rocks and Northeast RJ site plans further this goal.	\$ -		Ongoing
				3. The Planning Sustainable Places planning/visioning project (see Goal 2A above) also furthers this goal.		8/19/19	Both the Johnson Drive and 48th/Roe corridors provided mixed use redevelopment concepts that would broaden commercial and residential offerings attractive to all ages. The final report was adopted by Council on 8/19/19.
				4. In 2018, the City adopted a Master Sidewalk/Bikeway Plan which serves as a guide for extending sidewalks and biking routes, this furthers this goal.	\$ 3,000	6/30/18	The plan aids in identifying sidewalk extensions as well as bike route additions in coordination with street projects.
				5. The City developed the R Park Phased Development Plan on 3/18/19 and approved the design task order for Phase 1 of development plan which will install a pavilion and fully accessible restroom facility. The Master Plan also incorporates elements of Universal Design which will increase accessibility to and throughout the park.	\$ 1,128,000	3/18/19	Phase 1 and 2 completed 11/30/20. Phase 3 design starting in 2021.
2	C	Establish an Economic Development Committee (as mentioned in Goal 1) to reignite dialogue between developers, planning committee, citizens, and others by increasing transparency at each level. (Phase 2)	City Administrator & Asst. City Administrator	1. The Development Committee was established in 2015 as addressed in Item 1E.	\$ -		Ongoing
				2. In 2019, Planning Commission and Development Committee members serve with citizens and commercial property owners on the PSP Project Committee, leading an intense community engagement process, looking at the 48th and Roe intersection and Johnson Drive corridor.		8/19/19	Corridor plan adopted in August 2019.
				3. In 2019, a Business Satisfaction Survey was administered for the first time.	\$ -	4/8/19	Results of survey presented on 4/8/19.
Goal 3: Market Roeland Park to increase awareness and promote a positive image.							

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Progress Report: 3/31/21

Goal and Strategy		Description	Responsible Party	Specific Activities Undertaken to Achieve this Goal	Cost	Date Completed	Status/Progress/Update
3	A	Create a new branding endeavor of Roeland Park as premier city of choice. (Phase 1)	City Clerk	1. In 2017, the City completed a branding plan and logo. Implementation of the branding plan began in 2018.	\$ 14,740		Logo has been implemented on vehicles, buildings, wayfinding signs, clothing, social media, website and official documents.
				2. In 2019 a marketing firm will assist in enhancing public communications as well as implementing the branding initiative.			PIO was selected and began work on 1/1/19. The effectiveness of our communications efforts is reported monthly, comparing our performance to that of comparable communities.
				3. The City hired Civic Plus to create a new website that included the new logo and help rebrand the City. Website was completed in 2018.		8/2/18	Complete
				4. Council approved finish elements for street lights, traffic lights, benches, stamped concrete and entryway monuments as part of the Roe 2020 project that will further the City's brand and provide for a unique appearance for Roeland Park.	\$ -	7/1/19	These elements are reflected in the Roe 2020 project. Logo was incorporated on street names signs and street banners along Roe. The entryway sign is being designed, final finish materials have been selected by Council. Construction of entryway signs to occur by DI in spring of 2021.
3	B	Ensure continuous outreach to effectively engage citizens, businesses, public and nonprofit sector. (Phase 1)	City Clerk/Police Chief	1. In 2017, more outreach through social outlets began.			Ongoing
				2. In 2017, a six month public engagement process was completed for the Roe 2020 visioning.		11/2/17	Complete
				3. In 2018, a monthly Communications Report was created to track the effectiveness of efforts to engage the public.			As of 9/30/20 the PIO provides a quarterly communications report and presentation to council.
				4. In 2018, the number of newsletters was increased to 6 to 8. This will go back to 6 in 2019.		12/31/18	Complete
				5. In 2018, the city website was updated.	\$ 18,781	8/2/18	Complete
				6. In 2018, the City engaged residents of The Roe Manor Heights subdivision to eliminate discriminatory language from their covenants and uncloud land use issues for lots fronting on Johnson Drive.	\$ 10,000	5/22/18	This created a process that can be followed with other subdivisions to eliminate discriminatory language.
				7. In 2019, an intensive public engagement process is occurring in concert with the Planning Sustainable Places project.	\$ 100,000	8/19/19	Corridor Plan adopted by Council.
				8. In 2019, an intensive public engagement process will occur in concert with the Comprehensive Plan update.	\$ 65,000		Confluence began working with the Planning Commission in August of 2019; on 9/21/20 the Comprehensive Plan was adopted by the Council.
				9. In 2019, a marketing firm will be engaged to enhance public engagement as well as further the branding initiative.	\$ 12,000	12/31/19	Consultant began 1/1/19, contract continuing into 2020.
				10. In 2019 a communications plan for the 2019-20 leaf pick up program was developed to guide communications efforts leading up to and during this project.			Implemented on 10/23/19

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Progress Report: 3/31/21

Goal and Strategy	Description	Responsible Party	Specific Activities Undertaken to Achieve this Goal	Cost	Date Completed	Status/Progress/Update
			11. In 2019 a communications plan for the Roe 2020 project was developed to guide communications efforts leading up to and during this project.			Implemented on 10/31/19
			12. In 2019 a communications plan for the R Park Phase 1 improvements was developed to guide communications efforts leading up to and during this project.			Implemented on 11/20/19
			13. In 2019 a communications plan for the Aquatic Center renovation project was developed to guide communications efforts leading up to and during this project.			Implemented on 12/5/19
			14. Video taping of council meetings began on 1/6/20 to provide residents the ability to watch council meetings and stay apprised of issues being discussed by their elected leaders.	\$ 3,230	1/6/20	Complete
			15. Virtual Council and Committee meetings implemented in order to continue the work of the City while affording public participation.			In March of 2020 City secured a monthly subscription to Zoom, affording public access to virtual meetings.
3 C	Establish Roeland Park as the premier community for location and service. (Phase 1)	City Clerk/Police Chief	1. In 2016. the City completed a third citizen satisfaction survey to benchmark performance against neighboring communities and identify what service areas have the greatest return on resources invested.	\$ 15,000	10/30/16	The benchmark document has aided in setting annual Objectives (priorities) as part of the budget development process.
			2. In 2016, the City completed a single family Cost of Living Comparison to benchmark with the other KC metro communities.	\$ -	10/30/16	The benchmark document has aided in setting annual Objectives (priorities) as part of the budget development process.
			3. In 2019 a Citizen Satisfaction Survey was completed, this will continue to identify areas where we can improve compared to neighboring communities, but also identify trends from efforts implemented since the 2016 survey.	\$ 20,000	4/1/19	Survey completed 4/1/19. Overall satisfaction increased 1.8 points from 20016 survey.
			4. In 2019 a tax rebate program was implemented to provide tax relief to impoverished members of the community.	\$ 2,865	12/1/19	Complete, the program will continue in 2020.
			5. In 2019 the City doubled its contribution to its Minor Home Repair Program.	\$ 4,500	1/1/19	Complete
			6. Complete single family Cost of Living Comparison to benchmark with the other KC metro communities in 2020.	\$ -	6/15/20	The benchmark document was updated to reflect costs as of 1/1/20. It is used in setting annual Objectives (priorities) as part of the budget development process as well as providing insight on solid waste, sales tax, property and storm water fees.
			7. The City completed a process to select a solar services consultant/partner in order to complete analysis of the potential rate of return and payback period for solar energy installations at municipal facilities. The project would reduce dependency on fossil fuel derived energy and advance the city's role as a leader in sustainable efforts.			In partnership with Evergy the City is moving forward with solar installations at the Community Center and City Hall. The IRR of the project is 236% with a 2.5 yr payback period. Roof was replaced at City Hall 12/15/20. Solar installation is occurring at City Hall and Community Center as of 3/31/21.

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Goal and Strategy	Description	Responsible Party	Specific Activities Undertaken to Achieve this Goal	Cost	Date Completed	Status/Progress/Update
Goal 4: Connect citizens to the community through events, places, services and activities.						
4 A	Increase effective communication as an essential element in the quest to increase community involvement. (Phase 1)	All Directors/City Administrator	1. The Events Committee coordinates events throughout the year to bring residents out to meet and enjoy Roeland Park amenities. In 2018 they hosted the Fall Family Picnic at R Park and the Spring Fling at Nall Park. The Governing Body and Staff continue to recruit to build participation in the Events Committee. The committee has been re-configured as the Community Engagement Committee which will shift to engaging the public in smaller scale events and assisting staff with planning of larger events.			Ongoing
			2. In 2017, more outreach through social outlets began.			Ongoing
			3. In 2017, a six month public engagement process was completed for the Roe 2020 visioning.		11/2/17	Complete
			4. In 2018, a monthly Communications Report was created to track the effectiveness of efforts to engage the public.			Ongoing
			5. In 2018, the number of newsletters was increased to 6 to 8. Went back to 6 in 2019.			Ongoing
			6. In 2018, the city website was re-designed.	\$ 18,780	8/2/18	Complete
			7. In 2018, the City engaged residents of The Roe Manor Heights subdivision to eliminate discriminatory language from their covenants and uncloud land use issues for lots fronting on Johnson Drive.	\$ 10,000	5/22/18	Complete
			8. In 2019, an intensive public engagement process occurred in concert with the Planning Sustainable Places project focused on the Johnson Drive and 48th/Roe corridors.		8/19/19	Corridor Plan adopted by Council.
			9. In 2019, an intensive public engagement process began in concert with the Comprehensive Plan update.			Council adopted Comp Plan on 9/21/20.
			10. In 2019, a marketing firm will be engaged to enhance public engagement as well as further the branding initiative.			Started 1/1/19.
			11. In 2019 communications plans developed for major projects.		12/5/19	Complete
			12. In 2019 quarterly progress reports provided to track efforts which address the Strategic Plan Initiates.			Ongoing
			13. Citizens Academy Offered	\$ 7,000	3/28/21	Council approved providing a citizen's academy in the fall of 2021 with \$4,000 of the \$7,000 total cost being covered by donations.
4 B	Increase civic activities to connect residents to the community. (Phase 2)	All Directors/City Administrator	1. The Events Committee coordinates events throughout the year to bring residents out to meet and enjoy Roeland Park amenities. In 2018 they hosted the Fall Family Picnic at R Park and the Spring Fling at Nall Park. The Governing Body and Staff continue to recruit to build participation in the Events Committee. The committee has been re-configured as the Community Engagement Committee which will shift to engaging the public in smaller scale events and assisting staff with planning of larger events.			Ongoing
			2. For 2019 Roeland Park partnered with Westwood and Kansas City, Kansas on a new festival (The 47 Foodie Fest) with brought residents to the 47th and Mission corridor.	\$ 3,000	9/8/19	Successfully completed 9/8/19.

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Goal and Strategy		Description	Responsible Party	Specific Activities Undertaken to Achieve this Goal	Cost	Date Completed	Status/Progress/Update
4	C	Promote community service opportunities to encourage resident involvement and connection to Roeland Park. (Phase 2)	All Directors/City Administrator	1. In 2014, the Citizen's Fundraising for R Park secured a grant for granular trails in R Park.	\$ 25,500	10/31/14	Complete
				2. In 2017, the Parks Committee in collaboration with the Urban Trail group completed the design and construction of a multi-user trail in Nall Park.		11/30/17	Complete
				3. In 2018, Citizen's Fundraising for R Park, Parks Committee and Arts Committee led fundraising for a new signature art piece at R Park.	\$ 80,000	5/22/19	All funds have been raised and See Red Run sculpture installed in May 2019.
				4. In 2017, Citizen's Fundraising for R Park led fundraising for a new pavilion at R Park.			Design of the structure is progressing in concert with the Phase 1 improvements at R Park scheduled for 2020.
				5. In 2018, the Parks Committee began working on developing a phased development plan for R Park.	\$ 30,000	3/18/19	Phased development plan adopted 3/18/19. Design of the phase 1 elements is underway in 2019.
				6. In 2019, the Neighbors Helping Neighbors program was established to provide property maintenance assistance for owners who are not able to complete the work themselves.	\$ 5,600	12/31/19	The program was a success in 2019 and will continue in 2020.
				7. In 2019, an Aquatics Advisory Committee was established as a standing committee to provide recommendations on pool related policy and operations.	\$ -	6/1/19	Complete
				8. In 2020, an Ad Hoc Historical Committee was established to work on updating the City's history book and Historic Markers.			Committee membership established in March 2020, no meetings yet.
				9. In 2020 an Ad Hoc Police Policy Review Committee was established to work on updating Police policies.			A divers group was appointed to this committee which has been reviewing police policy and making recommendations on to the Council.
				10. In 2020 an Ad Hoc Racial Equity Committee was established to work on developing a way to measure progress being made by the City to ensure racial equity.			A divers group was appointed to this committee which has been considering a rubric to measure racial equity progress. The committee was converted to a standing committee in March of 2021.
Goal 5: Promote recreational opportunities through enhanced green space, facilities and communication.							
5	A	Develop existing facilities and green space to maximize usage and service to the public. (Phase 2)	Public Works Director	1. In 2014 granular trails added to R Park.	\$ 29,000	12/1/14	Complete
				2. In 2014, new Community Center roof installed.	\$ 107,710	12/1/14	Complete
				3. 2016, new water fountain, benches, receptacles and picnic tables added at R Park.		10/31/16	Complete
				4. In 2016 restrooms and shelter renovated at Nall Park, new water fountain installed and playground equipment repainted.	\$ 103,500	8/30/16	Complete
				5. In 2016, plans to relocate public works in order to see that property developed to a higher and better use.			Ongoing

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Goal and Strategy	Description	Responsible Party	Specific Activities Undertaken to Achieve this Goal	Cost	Date Completed	Status/Progress/Update
			6. City Hall ADA compliance modifications began in 2017 and will continue through 2020.	\$ 12,000		Final designs approved by Council in the 4th quarter of 2020. Bid awarded and project to commence in April of 2021.
			7. In 2017, multi-purpose trail added to Nall Park.	\$ 12,000	10/1/17	Complete
			8. In 2018, tennis courts reconstructed at R Park.	\$ 160,690	7/1/18	Complete
			9. In 2018, arboretum installed at R Park.	\$ 25,000	10/5/18	Complete
			10. In 2018, new shade sail structure added at Granada Park and two shade structures added at R Park.	\$ 42,190	4/29/19	Complete
			11. In 2018, completed Pool Analysis establishing direction for summer only pool operations. Improvements to pool will be planned during 2019.	\$ 35,555	11/31/18	Complete
			12. In 2018, new roofs were installed on the pump house and pool house structures, replaced main drain valve, replaced corroded fittings in pump house, lighting replaced, diving boards restored, chemical treatment system replaced, vortex/kiddie pool and slide pool repainted, and concrete deck repairs completed.	\$ 84,150	12/31/18	Complete
			13. In 2019 the following improvements were completed at the pool: replacing broken concrete deck panels, new climbing wall, removal of dome tethering system, new signage, caulking of deck, refurbishing of bulkhead, valve and fitting replacements in pump house, new dispensers in restrooms.	\$ 105,000	9/9/19	Complete
			14. Council has identified the improvements to be completed to the pool and provided direction on how these improvements will be funded.	\$ 1,500,000		Design agreement approved. Construction planned to be completed between the 2020 and 2021 seasons.
			15. In 2019 an interior/exterior design assessment lead by an ad hoc citizen committee provided design plans to enhance the Community Center.	\$ 19,500	12/9/19	Complete. Phased improvements have been incorporated into the Capital Improvement Plan.
			16. In 2019 two A/C only air handling units replaced by combined A/C and Heat forced air units at the Community Center. This allowed for the elimination of the boiler system while improving the energy efficiency of the building.	\$ 35,000	12/15/19	Complete
			17. In 2020, implementation of the R Park Phased Development Plan to include a new pavilion, restroom facility, soccer field, paved trail, ADA access and more	\$ 1,128,000	ongoing	Council selected a contractor for phase 1 and 2, work began in May 2020. Neighborhood meeting held 4/22/20. Substantial completion reached in November of 2020. Phase 3 design to commence in 2021.
			18. Nall Park amenity replacement.	\$ 31,343	1/17/20	Receptacles, benches and picnic tables replaced at Nall Park.
			19. In 2020-21 a major renovation is planned for the Aquatic Center.			Contract was awarded in June of 2020, work is to be complete prior to the 2021 season.
			20. Prohibit use of tobacco products at parks and recreation facilities.	\$ -		Passed ordinance on 3/1/21; goes into affect on 4/1/21; signage will be installed by 4/1/21. Education on the new law will be provided by social media, newsletter and city web site.

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Goal and Strategy		Description	Responsible Party	Specific Activities Undertaken to Achieve this Goal	Cost	Date Completed	Status/Progress/Update
5 B		Enhance promotion of community events, facilities and programs to increase awareness and recreation participation. (Phase 1)	City Clerk	1. Every issue of the Roeland Parker includes upcoming events and dedicates a page to the recreational activities at the Community Center. In addition, staff send media blasts through constant contact emails and social media of all City events.			Ongoing each year.
				2. In partnership with JCPRD, tennis lessons were offered at the new tennis courts in 2018.	\$ -		Ongoing each year.
				3. In partnership with JCPRD and the Events Committee the Egg Hunt and Mayor's Tree Lighting events are being promoted through JCPRD publications as well as being assisted with planning/coordinating/staffing of these events. Attendance at the tree lighting was better in 2018 than it has been in the past 5 years, feedback was very supportive of holding the event at the Community Center and having more groups participating in the performances.	\$ -		Ongoing each year.
5 C		Identify and leverage additional financial, human and creative resources to expand recreational opportunities. (Phase 2)	City Clerk/Public Works Director	1. The Citizen's Fundraising Initiative for R Park has been active since 2014. Through 12/31/18 the group has raised \$229,403 in support of a limestone trail, benches, picnic tables, receptacles, signage, drinking fountain, a pavilion, an arboretum, shade structures, and artwork via fundraising events, grants, product sales, donations, awards and in-kind donations for the betterment of R Park.	\$ (229,403)		Ongoing
				2. In concert with Urban Trail and the Boulevard Apartments the City developed a multipurpose trail in Nall Park.	\$ 12,000	12/1/17	Complete
				3. In 2017, the City secured \$32,000 in funding to leverage against local resources in the reconstruction of the tennis courts at R Park. The courts now contain lines for youth play as well as lines for Pickle Ball play. JCPRD in partnership with the City is offering recreational programming at the new facility.	\$ 160,690	7/1/18	Complete
				4. Items 5.B.2 & 3 above also support this strategic initiative by utilizing JCPRD's staff and experience to expand recreation opportunities.	\$ -		Ongoing each year.
				5. In 2019 the Council included adding a Parks and Recreation Superintendent position to the staff as part of the 2020 budget.	\$ 100,000	1/6/20	Complete
				Total	\$ 17,210,788		