

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

- Michael Poppa, Mayor
- Trisha Brauer, Council Member
- Benjamin Dickens, Council Member
- Jan Faidley, Council Member
- Jennifer Hill, Council Member

- Miel Castagna-Herrera, Council Member
- Tom Madigan, Council Member
- Kate Raglow, Council Member
- Michael Rebne, Council Member

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

Admin

Dickens

Rebne

Finance

Hill

Castagna-Herrera

Safety

Madigan

Brauer

Public Works

Faidley

Raglow

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Public 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 #1015

B. City Council Meeting Minutes February 20, 2023

C. Cereal Malt Beverage License for Casey's

III. Business From the Floor

A. Applications / Presentations

1. Presentation from Mr. Price on PBS Documentary on Aging in Place

IV. Mayor's Report

A. Women's History Month Proclamation

V. Workshop and Committee Reports

VI. Reports of City Liaisons

A. Aquatic Center Advisory Committee

VII. Unfinished Business

A. Update on License Plate Readers (10 min)

VIII. New Business

A. Approve Funding Commitment Agreement for Mighty Bike (5 min)

B. Interlocal Agreement with Fairway for 53rd St Project (5 min)

IX. Ordinances and Resolutions:

X. Workshop Items:

XI. Reports of City Officials:

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

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

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

making devices off or to "silent mode" before the meeting begins.

- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item
1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.
 2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.
- D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.

- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: Pledge of Allegiance- -A.
Committee 3/6/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: Instructions on Logging into Meeting Remotely
Item Type:

Recommendation:

See instructions to log in below.

Details:

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

Kelley Nielsen is inviting you to a scheduled Zoom meeting.

Topic: City Council and Governing Body Workshop Meeting

Time: This is a recurring meeting Meet anytime

Join Zoom Meeting

<https://zoom.us/j/97767592270?pwd=VWNXbjNkejlVb0JBaStWMDF5WXpoZz09>

Meeting ID: 977 6759 2270

Passcode: council

One tap mobile

+16699006833,,97767592270# US (San Jose)

+12532158782,,97767592270# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 977 6759 2270

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

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Consent Agenda- II.-A.
Committee 3/6/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #1015**
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 #1015	Cover Memo

Appropriation Ordinance - 3/6/2023 - #1015

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, March 2, 2023

Appropriation Ordinance - 3/6/2023 - #1015

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 March 6, 2023.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

303,362.64

Appropriation Ordinance - 3/6/2023 - #1015

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	627027178	03/01/23	240.68	74699	240.68
Advance Auto Parts	102	5260.102	Vehicle Maintenance	5128302532372	03/01/23	26.78	74700	73.98
Advance Auto Parts	106	5260.106	Vehicle Maintenance	5128305332289	03/01/23	36.63		
Advance Auto Parts	106	5306.106	Materials	5128305422354	03/01/23	10.57		
Airgas USA, LLC	106	5318.106	Tools	9994792268	03/01/23	22.98	74701	22.98
All City Management Services, Inc.	102	5214.102	Other Contracted Services	83431	03/01/23	390.56	74702	390.56
All Copy Products, Inc.	102	5214.102	Other Contracted Services	79048248	02/22/23	322.50	74687	645.00
All Copy Products, Inc.	105	5214.105	Other Contracted Services	79048248	02/22/23	322.50		
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	D559791	03/01/23	666.98	74703	666.98
Aquila Industries	550	5442.550	Building Improvement	2 1/31/23	03/01/23	138,086.88	74704	138,086.88
Shawnee Mission Tree Service, Inc	106	5263.106	Tree Maintenance	95354	03/01/23	675.00	74705	675.00
Boelte-Hall, LLC	101	5208.101	Newsletter	2350576	03/01/23	1,807.00	74706	1,807.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1077446	03/01/23	591.64	74707	591.64
Commercial Aquatic Services, Inc.	220	5211.220	Maintenance & Repair Equipment	133 12/30/22	03/01/23	210.00	74708	210.00
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	143794	03/01/23	43.00	74709	43.00
Jonna Crosby	101	5256.101	Committee Funds	2/15/23 Exp	03/01/23	94.24	74710	94.24
Every Energy Solutions, Inc.	101	5214.101	Other Contracted Services	MS007344	03/01/23	996.80	74711	2,076.67
Every Energy Solutions, Inc.	220	5214.220	Other Contracted Services	MS007344	03/01/23	456.87		
Every Energy Solutions, Inc.	290	5214.290	Other Contracted Services	MS007344	03/01/23	623.00		
Every	290	5201.290	Electric	1383 2/24/23	03/01/23	378.07	74712	378.07
Charles Flanders	101	5245.101	Home Energy Audit Incentive	1/20/23 En Audit	03/01/23	400.00	74713	400.00
Kenya Britney Garcia	103	4410.103	Fine	3/1/23 Ck Req	03/01/23	45.47	74714	45.47
Green For Life Environmental	115	5235.115	Disposal Fees	AS0001120628	03/01/23	1,350.50	74715	47,583.00
Green For Life Environmental	115	5272.115	Solid Waste Contract	AS00011126879	03/01/23	46,232.50		
Frank Gilman	103	5108.103	Salaries - Judge	Recurring Check	03/01/23	1,190.00	74689	1,190.00
Keller Fire & Safety	101	5210.101	Maintenance & Repair Building	310586	03/01/23	38.64	74716	38.64
Kansas Gas Service	101	5289.101	Natural Gas	2/13/23 X2	02/22/23	690.13	74688	2,325.42
Kansas Gas Service	106	5289.106	Natural Gas	2/13/23 X2	02/22/23	1,635.29		
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	32300101000001	03/01/23	5,413.92	74717	56,153.34
Lamp, Rynearson & Assoc., Inc.	510	5209.510	Professional Services	32200106000002	03/01/23	396.00		
Lamp, Rynearson & Assoc., Inc.	300	5421.300	Street Maintenance	32200109000001	03/01/23	3,748.68		
Lamp, Rynearson & Assoc., Inc.	510	5428.510	Roe Parkway Extension & Maintena	321001040000015	03/01/23	3,276.00		
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	322001040000008	03/01/23	26,016.45		
Lamp, Rynearson & Assoc., Inc.	360	5442.360	Building Improvement	32301201000001	03/01/23	11,125.41		
Lamp, Rynearson & Assoc., Inc.	270	5463.270	2023 CARS - Elledge b/t Roe Ln & 4'	321001070000018	03/01/23	1,611.00		
Lamp, Rynearson & Assoc., Inc.	270	5466.270	2023 CARS - 48th from Roe Lane to	322001050000005	03/01/23	4,565.88		
The Legal Record	101	5204.101		L11233	03/01/23	109.57	74718	218.91
The Legal Record	101	5204.101	Legal Printing	L11234	03/01/23	40.43		

The Legal Record	101	5204.101	Legal Printing	L11235	03/01/23	45.94		
The Legal Record	101	5204.101	Legal Printing	L11268	03/01/23	12.17		
The Legal Record	101	5204.101	Legal Printing	L11269	03/01/23	10.80		
Lynda Leonard	101	5230.101	Art Commissioner	Recurring Check	03/01/23	200.00	74690	200.00
Lippert Mechanical Service Corp	360	5442.360	Building Improvement	SI2100592	03/01/23	458.65	74719	458.65
Lowe's Business Acct./SYNCB	110	5211.110	Maintenance & Repair Equipment	1760 3/15/23	03/01/23	133.78	74720	248.66
Lowe's Business Acct./SYNCB	106	5306.106	Materials	1760 3/15/23	03/01/23	18.02		
Lowe's Business Acct./SYNCB	290	5306.290	Materials	1760 3/15/23	03/01/23	28.49		
Lowe's Business Acct./SYNCB	290	5307.290	Other Commodities	1760 3/15/23	03/01/23	68.37		
Mauer Law Firm PC	101	5215.101	City Attorney	2/22/23	03/01/23	11,613.00	74721	13,692.00
Mauer Law Firm PC	101	5215.101	City Attorney	2/22/23	03/01/23	735.00		
Mauer Law Firm PC	101	5215.101	City Attorney	2/22/23	03/01/23	1,344.00		
MEI Total Elevator Solutions	101	5210.101	Maintenance & Repair Building	1006984	03/01/23	259.56	74722	259.56
Missouri Municipal League	101	5203.101	Printing & Advertising	4746	03/01/23	90.00	74723	90.00
Moss Printing	101	5301.101	Office Supplies	16495	03/01/23	59.00	74724	269.00
Moss Printing	101	5301.101	Office Supplies	16506	03/01/23	210.00		
Teresa Palace	101	4795.101	Miscellaneous	6/3/22 Reim	03/01/23	25.00	74725	25.00
Adam Peer	103	5209.103	Professional Services	2/17/23	03/01/23	150.00	74726	150.00
Pro Circuit, Inc.	550	5442.550	Building Improvement	1004702	03/01/23	5,980.72	74727	5,980.72
Purchase Power	101	5205.101	Postage & Mailing Permits	7903 2/20/23	03/01/23	201.00	74728	201.00
Pur-O-Zone, Inc.	290	5304.290	Janitorial Supplies	12606	03/01/23	360.07	74729	360.07
Wex Bank	106	5302.106	Motor Fuels & Lubricants	87212394	02/20/23	921.02	32825	968.34
Wex Bank	110	5302.110	Motor Fuels & Lubricants	87212394	02/20/23	47.32		
Staples	101	5301.101	Office Supplies	8069137484	03/01/23	105.64	74730	215.80
Staples	101	5301.101	Office Supplies	8069293213	03/01/23	47.86		
Staples	101	5304.101	Janitorial Supplies	8069137484	03/01/23	31.15		
Staples	101	5304.101	Janitorial Supplies	8069293213	03/01/23	31.15		
Strasser True Value	106	5306.106	Materials	424796	03/01/23	41.76	74731	175.41
Strasser True Value	106	5306.106	Materials	424934	03/01/23	52.22		
Strasser True Value	106	5306.106	Materials	425030	03/01/23	40.60		
Strasser True Value	106	5318.106	Tools	424485	03/01/23	40.83		
Technology Group Solutions, LLC	360	5315.360	Machinery & Auto Equipment	SVC9437	03/01/23	2,448.75	74732	2,448.75
Terminix Processing Center	106	5214.106	Other Contracted Services	430041557	03/01/23	76.00	74733	76.00
Karen Torline	103	5108.103	Salaries - Judge	Recurring Check	03/01/23	1,445.00	74691	1,445.00
Validity Screening Solutions	106	5207.106	Medical Expense & Drug Testing	228811	03/01/23	175.00	74734	175.00
Capital One	101	5210.101	Maintenance & Repair Building	7511 2/19/23	03/01/23	129.00	74735	225.63
Capital One	109	5316.109	K9 Expenses	7511 2/19/23	03/01/23	9.20		
Capital One	109	5316.109	K9 Expenses	7511 2/19/23	03/01/23	87.43		
Water District No 1 of Johnson Co	101	5287.101	Water	2/22/23 Multi	03/01/23	61.85	74736	219.91
Water District No 1 of Johnson Co	220	5287.220	Water	2/22/23 Multi	03/01/23	74.00		
Water District No 1 of Johnson Co	290	5287.290	Water	2/22/23 Multi	03/01/23	84.06		
Deborah Sweeney	101	5214.101	Other Contracted Services	2022	03/01/23	1,264.50	74737	1,264.50
Evergy	101	5201.101	Electric	2/27/23 Multi	02/27/23	989.31	EFT	989.31
Evergy	106	5201.106	Electric	2/27/23 Multi	02/27/23	901.92	EFT	901.92

Evergy	220	5201.220	Electric	2/27/23 Multi	02/27/23	271.56	EFT	271.56
Evergy	101	5222.101	Traffic Signal Expense	2/27/23 Multi	02/27/23	102.47	EFT	102.47
KPERS	101	2040.101	KPERS Accrued Employee	2/16/23 PR	02/23/23	2,524.03	EFT	2,524.03
KPERS	101	2040.101	KPERS Accrued Employee	2/16/23 PR	02/23/23	3,844.19	EFT	3,844.19
KP&F	101	2045.101	KP&F Employee Withholding Payab	2/16/23 PR	02/23/23	2,213.31	EFT	2,213.31
KP&F	101	2045.101	KP&F Employee Withholding Payab	2/16/23 PR	02/23/23	7,076.39	EFT	7,076.39
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Recurring EFT	02/20/23	<u>2,333.00</u>	EFT	<u>2,333.00</u>
						<hr/>		
						\$	303,362.64	

Item Number: Consent Agenda- II.-B.
Committee 3/6/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **City Council Meeting Minutes February 20, 2023**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> City Council Meeting Minutes February 20, 2023	Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Tuesday, February 20, 2023, 6:00 P.M.

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

Admin
Raglow
Dickens

Finance
Rebne
Hill

Safety
Castagna-Herrera
Madigan

Public Works
Brauer
Faidley

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

Pledge of Allegiance

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

Roll Call

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

Modification of Agenda

There were no modifications to the agenda.

I. Citizen Comments

There were no public comments.

II. Consent Agenda

- A. Appropriations Ordinance #1014**
- B. Council Minutes February 6, 2023**

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE THE CONSENT AGENDA ITEMS AS PRESENTED. (MOTION CARRIED 6-0.)

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

A. Update on HB 2174 and HB 2376 from Rep Xu

State Representative Rui Xu provided an update on HB 2174 and HB 2376, which both deal with restrictive covenants on property. He noted that the section that banned the local ordinances was removed, and language was added in honor of Black History Month. There was unanimous support in committee for the bill.

Rep. Xu also spoke about the Shawnee Indian Mission, which he said impacts a lot of people. There is every indication that the conveyance of the bill is dead for at least this year.

Mayor Poppa asked if it was introduced in both chambers and Rep. Xu responded that it was. The Shawnee tribe has a full-time lobbyist in Topeka, and they were unable to get a hearing on the issue, so he does not see it moving forward at this time.

CMBR Hill asked about a bill introduced to remove county stickers off of license plates and this was shot down. She said she would be in support of removing that identifier so there wouldn't be any possible prejudice. Rep Xu said that he has spoken with Rep. Jo Ella Hoyer who introduced the bill and said that the reception to it was poor.

CMBR Rebne wanted to follow up as to why there was opposition to remove the county tags. Rep. Xu said that apparently a lot of people are proud to have their county sticker on their license plate. He also noted that on specialty tags there is no county sticker. The senate is putting forward a bill to allow that sticker, but there is a cost associated with that.

CMBR Rebne also wanted to know in terms of the Shawnee Mission manual labor school, what their community could do to advocate for the conveyance. Rep. Xu said to email their representatives and the relevant committee and try to get that conversation open. He said that regardless of what side of the conveyance issue you are on, the site itself could be better taken care of with the state funds.

B. Adopting the IHRA Working Definition of Antisemitism

Gabriela Geller, director of AJC/JCRB (American Jewish Committee/Jewish Community Relations Bureau) presented a working definition of antisemitism from the IHRA (International Holocaust Remembrance Alliance). She noted that last year, the state of Kansas passed a resolution for the working definition. Kansas City, Missouri then passed the definition. The City of Leawood is now the first Kansas city to pass it and other Johnson County cities are also looking at passing resolutions of their own incorporating the definition of antisemitism.

Ms. Geller said her organization is the representative body for all of western Missouri and all of Kansas with regard to public policy working to combat antisemitism and building relations within the local community. She has provided materials to the Governing Body that includes the working definition and a list of places and countries who have adopted the definition. There is also an article included from Atlanta addressing the issue.

She stated that why this is important is that antisemitism is at the highest levels it has ever been in the United States. Ms. Geller said you cannot fight what you cannot define, which is why it is important that they have this definition. It has already been adopted by 39 countries, the Department of Justice, the Department of Education and the Department of States. She added that it is a non-partisan definition and is recognized by most in the world.

Ms. Geller also said that antisemitism is a problem in our region, which is apparent with the reports they received. It has become prevalent in Johnson County, while in the past it was not an issue.

The purpose of the definition is to provide a guiding tool for those in leadership and the community as well as extensions of that such as police departments. The definition is supported by all major American-Jewish organizations and organizations supporting antisemitism. Ms. Geller said fighting antisemitism is a 2,000 year old issue and is quite controversial. She said that disagreement with the Israeli government and policies is not antisemitic. Denying the Jewish population by saying that Israel has no right to exist, use of nazi imagery, and jokes are all antisemitic. Incorporating the definition of antisemitism into policy helps ferret out bias-motivated crimes and allows for the calling out of antisemitic speech. People are feeling scared, upset, and disturbed by the national and local statistics and this is not a trite issue for the Jewish community.

Mayor Poppa said the Governing Body takes pride itself in protecting their residents by the decisions they make. The Council will review the information Ms. Geller has provided and submit questions for when they discuss this matter again at a future meeting. Ms. Geller will return for further discussion. Mayor Poppa said an electronic version of the information provided to the Governing Body will be attached to the electronic version of the minutes when they are posted.

IV. Mayor's Report

A. Appoint Ward 4 Resident to Vacant Council Seat

Mayor Poppa brought forward the recommendation of Miel Castagna-Herrera to fill his vacant Council seat. He also thanked CMBR Rebne and CMBR Hill for serving on the selection committee and the time they spent conducting interviews of all the candidates.

CMBR Rebne said it was an honor to interview candidates. He also said that Ms. Castagna-Herrera shined above the rest. She is very well-informed and brings a unique, intelligent, and exciting point of view to the Governing Body.

(Applause)

MOTION: CMBR MADIGAN MOVED AND CMBR FAIDLEY SECONDED TO APPROVE MIEL CASTAGNA-HERRERA TO FILL THE VACANT WARD 4 COUNCILMEMBER SEAT. (MOTION CARRIED 6-0)

B. Swear in New Ward 4 Council Member

City Clerk Nielsen swore in Miel Castagna-Herrera as the new Ward 4 Councilmember.

(Applause)

Mayor Poppa thanked Curtis Herrera for giving up time with his wife to serve on the Council.

V. Report of City Liaisons and Committees

No reports were given.

VI. Unfinished Business

There was no Unfinished Business to discuss.

VII. New Business

A. Award Canterbury Street Reconstruction Contract & 48th St CARS Project

Public Works Director Scharff said they bid both projects together for a greater response. They received five bids and Kansas Heavy was the low bidder and is their recommendation. For design, construction, and inspection \$1.7 million was budgeted. They will also be receiving \$77,000 from CARS, which is less than they hoped for. Despite that, the project will still come in under budget.

The Canterbury portion of the project will be done in three phases beginning in April and anticipated completion mid-summer, July or August.

The 48th Street project will include spot repairs, mill and overlay, and sidewalk repairs. Every is relocating a duct bank along The Rocks site, and that will be complete prior to the beginning of the City's project.

CMBR Faidley asked for an update on acquiring easements. Public Works Director Scharff said they have 10 of the 21 needed. He has sent a certified letter to those properties where easements are still needed.

CMBR Dickens commented that he turned in his easement in already.

CMBR Rebne said he looked at their recommendation for Kansas Heavy and asked what other projects they have completed in the City. Public Works Director Scharff said they have worked on the Community Center parking lot and storm drainage, the Buena Vista project, and R Park Phase 3.

MOTION: CMBR HILL MOVED AND CMBR FAIDLEY SECONDED TO APPROVE THE 2023 NSRP CANTERBURY RECONSTRUCTION AND 48th ST CARS PROJECTS TO KANSAS HEAVY CONSTRUCTION AT A COST NOT TO EXCEED \$1,346,000. (MOTION CARRIED 6-0.)

(CMBR Raglow left the meeting)

B. Award 2023 Street Surface Treatment Contract

Mayor Poppa said that none of the streets considered for the contract were good candidates for chip seal, which is why they are all UBAS.

Public Works Director Scharff said their recommendation is to award McAnany Construction the contract. This will leave his department \$94,000 for in-house repairs and prep work in anticipation of the 2024 contract.

CMBR Faidley noted there were only two responses to the bid contract when they normally try for three. Public Works Director Scharff said they usually receive the same responses when they put this out to bid. He added that McAnany has been the one they have used for UBAS since they began that surface treatment.

CMBR Faidley also asked about the in-house repairs and whether they will actually be done by City staff or will that also have to be contracted out. Public Works Director Scharff said he is hopeful it will

be done in-house. He has five interviews coming up for new staff and is anticipating being back to a full team soon so they can complete all of their in-house tasks.

CMBR Rebne asked about road repairs on 52nd Terrace between Clark and Buena Vista due to the recent construction. Public Works Director Scharff said there was only eight or nine feet of actual repair work and that has been taken care of.

MOTION: CMBR HILL MOVED AND CMBR REBNE SECONDED TO APPROVE THE 2023 STREET MAINTENANCE SURFACE TREATMENTS WITH MCANANY CONSTRUCTION FOR UBAS AT A COST NOT TO EXCEED \$344,000. (MOTION CARRIED 6-0.)

C. Approve Allocating Funds in Support of Public Works Facility Renovations

Mayor Poppa said that every year surplus funds are transferred to the General Fund. This year staff is recommending the transfer be made to the Special Infrastructure Fund to support the Public Works facility renovations.

Kelly Stindt and Aaron Schaefer with SFS Architecture made a presentation of the proposed renovations to the new Public Works building. Ms. Stindt showed the site plan and the location of the existing building. The plan delineated a new paving area for truck and vehicular storage and allows for movement through the building. They will also improve the site with an ADA ramp and parking. There is also an allocation for some outdoor material storage and a dumpster.

A portion of the site that is currently designated as parking will be removed and replaced with grass to offset some of the impermeable areas they are creating by adding asphalt.

Ms. Stindt also reviewed the demolition plan, parking plan, and the renovation of areas for staff. There will also be overhead doors installed to allow vehicle access inside the facility.

There are some optional add-ons, which includes staining the brick to closely match the Roeland Park facilities. Signage will also be installed. Ms. Stindt also showed some finish choices that are under consideration noting they are leaning towards durable, low-maintenance items for the interior finishes.

CMBR Madigan said he is familiar with the area and wanted to make certain the outside storage area will be secured. Ms. Stindt said the area is intended for items such as gravel or mulch and a dumpster and that no equipment or loose items would be stored there.

CMBR Faidley asked if the materials outside would be screened. Ms. Stindt said there will be screening as the Unified Government has a screen requirement. A portion of the area will be screened by the retaining wall, but the rest will have added landscaping.

CMBR Hill said they do not need to stain the brick to match Roeland Park facilities as the site is in a different city.

CMBR Rebne said he would like to get Public Works' perspective on the brick. He also wanted to guard against them thinking that folks outside of Roeland Park, particularly in Wyandotte County, that that is where more crime happens and they will be needing more security. He said the security should be for the sake of the facility and not based on where it is located.

CMBR Madigan added that he fought many years ago against the concept of urban creep. He was only stating that that particular area does have a higher instance of crime. He noted there are a lot of bars there, cars broken into, and someone tried to kick their way into a friend's house. He also said there is a lot of movement in that area late at night. He emphasized that he is not saying anything disparaging about Wyandotte County.

Mayor Poppa brought the discussion back to the agenda item which is to support the allocation of funds from the General Fund to the Public Works facility.

City Administrator Moody reviewed the budget noting they received an estimate from Universal, the construction manager at-risk. \$640,000 will come from the General Fund and \$400,000 will come from the Special Infrastructure Fund. They will prioritize the list of improvements at the facility beginning with the "must do" list, which includes satisfying the planning requirements at Unified Government.

CMBR Madigan asked about the \$377,000 from the developer for not putting in a park. He asked if that was in addition to the sale price. He said the way it appears is that they sold the land to the developer and because they're putting in park land, the City is paying the \$377,000. So, in essence, this does not affect the developer. City Administrator Moody replied that in this case the City is the developer/landowner. There were areas that EPC had in their proposal that could be set aside for recreational purposes and could be seen as them trying to fulfill the park land requirement. He added that the Council did not take that into account. He said it is reflected in the reports that the funds would come from the land sale.

CMBR Faidley asked if the roof was excluded or if any amount is included for repairs or roof replacement. City Administrator Moody said there is a replacement on the building addition included in the \$2.6 million.

CMBR Hill wanted to follow-up that prior to the development they were getting nothing for the land. Moving forward, the land will now be making them money.

CMBR Rebne said he appreciated the reminder on the park land and that they voted to move it forward. He did say that it is giving him a funny feeling like this was a dedication to the purchaser when in reality it's a contribution from the City. He added that he agrees with CMBR Hill about the sale of the land. He asked if there was space in the budget to perhaps use those monies for actual park land.

MOTION: CMBR FAIDLEY MOVED AND CMBR HILL SECONDED TO APPROVE TRANSFERRING EXCESS RESERVES FROM THE GENERAL FUND AND ALLOCATING UNCOMMITTED FUNDS IN THE SPECIAL INFRASTRUCTURE FUND TO SUPPORT THE PUBLIC WORKS FACILITY RENOVATIONS. (MOTION CARRIED 6-0.)

D. Approve Purchase of License Plate Reader System

Mayor Poppa said this item is a 2023 budget objected okayed by the Council. Included are two documents, one for the license plate reader policy and the other the records policy, both of which they already have in place.

Police Chief Morris said when things were updated, the policies were already in place and so it made it easy for them to adopt them. He also congratulated CMBR Castagna-Herrera as the new Councilmember.

He said there is a lot of information concerning license plate readers. They are an investigative tool they use to help keep the community safe. They are not used for ticketing or profiling. They are associated with stolen vehicles and criminal activity. The server will be on premises and the information will not be shared with the public. The system will alert officers while in their car and notify them a specific vehicle has entered Roeland Park. The system will have checks and balances, and information must be confirmed through dispatch. Police Chief Morris reiterated the system does not check for race.

Police Chief Morris said they did a 5-year plan, and it is within the allotted budget for a cost of \$44,335. They are recommending Electronic Technology as it allows them to keep their server in-house.

CMBR Faidley asked for confirmation that Roeland Park is keeping the data and wanted to know for how long. Police Chief Morris stated the data would remain in Roeland Park and be held for 30 days. They will have the ability to decide what other agencies they share the information with.

CMBR Faidley asked if the cameras need to be replaced in five years. Police Chief Morris said they have a warranty for that time.

CMBR Rebne said he was concerned about the location and was not sure how they keep shoppers safe, and if there are other ways to support folks more likely to be a victim of a crime. He said the Business District is more racially diverse and sees more police activity.

Police Chief Morris said there is more crime, theft, shoplifting, and robberies in the Business District. Eighty (80) percent of crimes involve a motor vehicle. Most of them are from out of town are not Roeland Park citizens. If they are coming here and they are being looked for somewhere else, knowing that does make them safer. He also added that there are videos in a lot of the businesses such as QuikTrip and Walmart and even when coming into City Hall.

CMBR Dickens said he supports this as an investigative tool and understands putting it in high trafficked areas that lead straight to the highway. He thought another location could be on the east side that has direct access to the highway at 47th and Mission. Police Chief Morris said that involves money, time and Council support, but he will put them anywhere they choose.

CMBR Castagna-Herrera said the readers can be used to locate stolen vehicles, but wanted to know who is inputting the information of what to look for, and whether a citizen could choose to search for someone. Police Chief Morris said the information has to be entered by law enforcement only and in regards to criminal activity. CMBR Castagna-Herrera said the Business District is a diverse area. Police Chief Morris responded the LPR does not target race.

City Administrator Moody said the location was driven by where the greatest opportunity is to catch someone coming through their town. The north-south route has the heaviest traffic volume. He said there are only 2 east-west points, one is Johnson Drive and the other is Shawnee Mission Parkway.

Mayor Poppa said they are voting on the purchase of the cameras and not the final location. Police Chief Morris said they are recommending two cameras at 48th & Roe and one at 51st and Roe. Mayor Poppa said the City of Mission is discussing this issue and maybe they could partner on placement at their shared intersections.

CMBR Faidley asked if Chief Morris would report back to them on the results. Police Chief Morris said he absolutely would. He added that the technology is ever changing, and this is another tool to help keep them safe.

Mayor Poppa recommended they not to install the license plate readers until they speak with Mission about the Roe and Johnson Drive location. He will reach out to them tomorrow.

MOTION: CMBR FAIDLEY MOVED AND CMBR DICKENS SECONDED TO AMEND THE MOTION NOT TO PROCEED WITH INSTALLATION OF THE LICENSE PLATE READERS UNTIL AFTER SPEAKING WITH THE CITY OF MISSION IN ANTICIPATION OF A POSSIBLE PARTNERSHIP ON LOCATION. (MOTION CARRIED 4-1 CMBR REBNE VOTING NO AND CMBRS MADIGAN AND RAGLOW NOT PRESENT FOR THE VOTE.)

MOTION: CMBR MADIGAN MOVED AND CMBR DICKENS SECONDED TO APPROVE THE PURCHASE OF LICENSE PLATE READER SYSTEMS FROM ELECTRONIC TECHNOLOGY WITH A FIVE-YEAR CONTRACT AT A COST NOT TO EXCEED \$44,335, AND TO DELAY INSTALLMENT UNTIL AFTER CONTACT WITH THE CITY OF MISSION. (MOTION CARRIED 4-1 WITH CMBR REBNE VOTING NO AND CMBRS MADIGAN AND RAGLOW NOT PRESENT FOR THE VOTE.)

E. Approve Mental Health Co-Responder Service Agreement with JoCo

Police Chief Morris said the additional co-responder is funded through the third quarter of 2023, but they are asking for the approval of the Memorandum of Understanding to have them funded through 2023.

MOTION: CMBR HILL MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE MEMORANDUM OF UNDERSTANDING FOR THE 2023 CO-RESPONDER SERVICE AGREEMENT WITH JOHNSON COUNTY (MOTION CARRIED 6-0.)

F. Approve Temporary Referral and Retention Bonus Policy

City Administrator Moody said two policies are included in the packet. One is the initial draft policy, and the other is the revised policy after review by the Admin committee. One of the changes is to increase the fee to \$3,000 for the new employee recruit with \$1,000 going to the referring employee. The second change is an added option for the person to take their bonus in vacation time versus a cash payout. It is cheaper for the City if a person takes the vacation bonus option.

CMBR Dickens said he is excited to see something like this go forward. Working in HR, he said these incentives do help and that Roeland Park has had vacancies that have been out there for a long time. He said it is a healthy chunk of change, but Roeland Park is generous and a great place to work.

CMBR Faidley asked about the vacation time option adding additional stress on departments and staff. City Administrator Moody said the department directors were part of the discussion and felt the added

flexibility by being able to offer that vacation benefit could be instrumental in getting the new recruit to come on board.

CMBR Madigan said he too is in favor of this idea. It does concern him about the number of hours off when they are needing people at work. He also said there is a possibility for morale problems when newer employees have more hours of vacation. City Administrator Moody said they have not discussed any retroactive situations. Also, the choice of vacation or monetary bonus will be broken up over time and the employee can make their option choice each time. City Administrator Moody said they are losing employees for an unknown reason, and he doesn't want to add jealousy as a reason.

CMBR Rebne said that Roeland Park is a great place to work, but he would add that at the budget retreat it was a very serious topic of conversation of how to keep up with improving working conditions.

MOTION: CMBR MADIGAN MOVED AND CMBR DICKENS SECONDED TO APPROVE ADOPTION OF A TEMPORARY REFERRAL AND RETENTION (SIGN-ON) BONUS POLICY TO AID IN RECRUITING AND RETAINING STAFF. (MOTION CARRIED 6-0.)

VIII. Ordinances and Resolutions

A. Resolution 701 Regional Resource Sharing

Mayor Poppa said this resolution does not impose any financial burden or have an impact in the City. They are putting in place the structure should they move forward with this in the future.

MOTION: CMBR FAIDLEY MOVED AND CMBR DICKENS SECONDED TO APPROVE THE RESOURCE SHARING RESOLUTION. (MOTION CARRIED 6-0.)

IX. Reports of City Officials

No reports were given.

Adjourn:

MOTION: CMBR MADIGAN MOVED AND CMBR CASTAGNA-HERRERA SECONDED TO ADJOURN. (MOTION CARRIED 6-0.)

(Roeland Park City Council Meeting Adjourned at 7:41 p.m.)

Kelley Nielsen, City Clerk

Michael Poppa, Mayor

Item Number: Consent Agenda- II.-C.
Committee 3/6/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Cereal Malt Beverage License for Casey’s**
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"/> Cereal Malt Beverage License for Casey’s	Cover Memo

Fee: \$75.00

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

No.

DEALER'S RETAIL LICENSE

From: 03/06/2023

To: 12/31/2023

To All Whom it May Concern:

License is hereby granted to Casey's General Store to sell at retail

CEREAL MALT BEVERAGES

For sale in original and unopened containers and NOT for consumption on premises

4815 ROE Boulevard

in the City of Roeland Park in Johnson County, Kansas,

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations and ordinances pertaining thereto.

This License will expire on 12/31/2023, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, on this date: 03/06/2023

Mayor

City Clerk

Item Number: Applications/Presentations- A.-1.
Committee 3/6/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/1/2023
Submitted By: Admin Committee
Committee/Department: Admin.
Title: **Presentation from Mr. Price on PBS Documentary on Aging in Place**
Item Type:

Recommendation:

Informational only.

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 3/6/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: Women’s History 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	Type
<input type="checkbox"/> Women’s History Month Proclamation	Cover Memo



Proclamation

Women's History Month

Whereas, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of Roeland Park, Kansas and our Nation in countless recorded and unrecorded ways; and

Whereas, American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

Whereas, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

Whereas, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

Whereas, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

Whereas, American women have served our country courageously in the military; and

Whereas, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

Whereas, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history:

Now, therefore, I, Michael Poppa, Mayor of the City of Roeland Park, Kansas, do hereby proclaim March 2023 to be

Women's History Month

in Roeland Park, and urge all citizens to honor this month and commit to learning more about the contributions of women in our nation and community and to continue to honor women of all ages, backgrounds, races, creeds and origins in our community and across the nation.

Done this 6th day of March, 2023.

MICHAEL POPPA
Mayor

Item Number: Reports of City Liaisons- VI.-A.
Committee 3/6/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/1/2023
Submitted By: Anthony Marshall
Committee/Department: Aquatic Center Advisory Committee
Title: **Aquatic Center Advisory Committee**
Item Type: Report

Recommendation:

Informational only. Anthony Marshall and Michael Calovich to provide update.

Details:

Hiring:

February and March have been the best recruiting that I have ever done! I have gone to:

- Bishop Miego
- Shawnee Mission North
- JC Harmon

We currently have over 40 job interest forms for students. I will be visiting each schools swim team practices over the next few weeks as well.

The number we need to get to is 40 lifeguards to be open each day this summer. We have 15 to 20 lifeguards returning from last summer.

Rentals:

KC Blazers will be renting the pool this summer from 7am to 830am Monday to Friday

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 3/6/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/28/2023
Submitted By: Chief Morris
Committee/Department: Police / Safety
Title: **Update on License Plate Readers (10 min)**
Item Type: Other

Recommendation:

Update on license plate reader locations. Please see "Additional Information" section below.

Details:

License plate readers (LPR) provide real time alerts to police officers through in car computers of stolen vehicles or those associated with criminal activity. These cameras are mounted specific to the business district corridor to enhance public safety and crime prevention. 2 cameras are planned at the intersection of 48th and Roe Boulevard. One of the cameras will read license plates entering the city going South on Roe, and one camera will read license plates going East on 48th Street. The location of 51st and Roe will have one camera and it will read license plates going North on Roe. These locations of LPR readers will provide coverage for vehicular travel used most in the community and maximizes the coverage of the LPR camera units. We will also be able to monitor the intersections with the "Operation Green Light" program. (See attached pictures)

Two companies provided quotes for LPR units for consideration.

#1 Flock Safety. This company is based out of Atlanta, Georgia and has been in business since 2017. The closest contact is out of St. Louis or Wichita. The LPR units are on a basic lease and they provide warranty and service for the term of the contract. Thier annual service fee is based on the exact price of each camera. For example, if a camera costs \$2,500 each, the annual fee for each camera would be the same cost of \$2,500. With 3 cameras, the annual services fee would be \$7,500 The LPR units go into a sleep mode and do not activate right away if there is no recent activity so that could lose valuable information. The information is stored on a cloud based web program. There are no local agencies who currently have Flock Safety LPR units. The total cost for a five year contract would be \$38,550 if we use them before April 1,2023. After that date, the

price goes up for a five year contract cost of \$47,100 as the camera cost and service fee increases.

2 Electronic Technology. This company is located in Merriam, Kansas and has been in business since 1994. The LPR units are purchased, and we would own the equipment. There is a five-year warranty on the units and the information is stored on a sever that would be secured inside the PD. The annual service fee is \$2,700 The total cost for a five-year contract is \$44,335 After the initial five years we would only pay a service fee that is less than the Flock annual lease fee. Numerous agencies in the KC metro area use LPR units from Electronic Technology.

Financial Impact

Amount of Request: \$33,535 year 1 / \$2,700 year 2-5	
Budgeted Item?	Budgeted Amount: \$34,000 year 1 / Annual fee \$4,000 year 2-5
Line Item Code/Description: ARPA 550-5244 for year 1 costs; 102-5214 for annual fee	

Additional Information

At the last council meeting on February 20, the topic of LPR cameras in the area of Johnson Drive that is shared B/T Roeland Park and Mission was discussed to determine if cameras could be used and shared by both communities. The response from the Mission Police Chief was "Our plan is to have LPR's at Johnson and Nall, Johnson and Lamar, and Johnson and Broadmoor. I would have liked to do Johnson and Roe, but Everyg owns the poles and won't allow the cameras to be mounted on them."

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> LPR Information	Cover Memo
<input type="checkbox"/> LPR Policy	Cover Memo
<input type="checkbox"/> Records Policy	Cover Memo
<input type="checkbox"/> LPR CAMERA UPDATE	Cover Memo

Roeland Park Police Department
LPR (License Plate Reader) Information
5 Year Plan / 3 Cameras

Flock Safety:

Before 4/1/2023

3 Cameras with Installation \$8,550

Annual fee after 1st year \$7,500 (year 2-5)

Total 5 year contract = \$38,550

We do NOT own the cameras'

Secured Cloud Storage on Government AWS (Restricted Access)

No confirmed local contracts in KC metro.

After 4/1/2023 **Total 5 year contract = \$47,100**

Electronic Technology:

3 cameras with installation \$33,535

Annual fee after 1st year \$2,700 (year 2-5)

Total 5 year contract = \$44,335

We own the cameras / 5 year warranty

Secured Storage on Server @ P.D. via JOCO. (Restricted Access)

Numerous locations in KC Metro.

2023 Objective / Roeland Park Police Department

Justification:

License plate reader (LPR) camera systems reduce crime by real time alerts provided to officers through in-car computers and cell phones of stolen vehicles' or vehicles associated with criminal activity. More than 80% of all crimes involve the use of a motor vehicle. A pole mounted camera system working 24/7 in the business district corridor would expand police coverage in the area of town with the highest incidence of crime. LPR camera systems are used nationwide including several local communities. The initial total cost of three pole mounted cameras is estimated not to exceed \$34,000 which includes cameras', software, server, installation, and annual subscription fee. The annual fee varies from vendors and should not exceed \$4,000 which covers software and monitoring services.

Cost Estimate:

Year 1 cost not to exceed \$34,000 paid from ARPA Funds Account 550-5244

Annual fee cost not to exceed \$4,000 paid from Account 102-5214



QUOTE #486

SENT ON:

RECIPIENT:

Roeland Park Police Dept

4600 West 51st Street
ste 100

Roeland Park, Kansas 66205

Customer Name: Roeland Park Police Dept

Job Title: ALPR 48th & Roe

5700 Merriam Drive
Merriam, Kansas 66203

Phone: (913) 962-8083

Email: support@etikc.com

Website: www.etikc.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
GENETEC SharpV 850nm License Plate Reader (Black)	AU-K-V-BS850-LC-000 Black AutoVu™ SharpV Camera Kit which includes: SharpV Dual motorized lenses (LPR and Context) with 850nm illuminator, mounting bracket and Sharp Camera Connection (24Vdc or PoE++ 802.3bt Type 3 required).	3	\$4,100.00	\$12,300.00
Transition Networks SISPM1040-582-LRT (power supply included)	Managed Hardened Gigabit Ethernet PoE++ Switch (8) 10/100/1000Base-T PoE++ Ports + (2) 100/1000Base-X SFP Slots	2	\$1,450.00	\$2,900.00
Radwin antennas	These are used to transmit the data back to the PD	2	\$525.00	\$1,050.00
PROFESSIONAL INSTALLATION	Hourly labor charge for cable & hardware installation. We will set up the existing OGL cameras to transmit to the dept to view and store the video.	3	\$100.00	\$300.00
ALPR Web	ALPR Software developed for Law Enforcement, by Law Enforcement. Current ALPR software offerings are often "data-rich" but "actionable information-poor". Whether in Dispatch or in the field, Police need ALPR software that works the way they work, not the other way around. ALPR Web has been written specifically to satisfy that need. It was developed and written from the ground up as a resource for Police to improve their productivity. Rather than a series of separate applications, each with limited functionality, ALPR Web provides an integrated solution, allowing personnel to access and mine ALPR data for a variety of purposes from a single ALPR interface. One-time fee per buying agency.	1	\$6,000.00	\$6,000.00



QUOTE #486

SENT ON:

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
ALPR Web Sharing 2022 License	ALPR Web™ facilitates shared event logs and ALPR tracking through shared systems. Real time filtering and location call outs can log migration through a municipality or jurisdiction over time. The degree of collaboration can be adjusted so that you always remain in control of your data. Quick previews allow for rapid assessment of the filtered chart. This reduces the amount of time needed for visual consideration of the data sets and events. 60-Day trial included. Yearly Renewal \$1500.00	1	\$4,000.00	\$4,000.00
ALPR Web Service Maintenance Agreement 2023	Includes software bug and error updates as available, feature additions excluding license suite additions, periodic review of base operations for possible impending issues and twenty (20) hours of technical support. This will be a yearly fee.	1	\$1,200.00	\$1,200.00
BCDSF01-ELVS-I7-12TB-12 Desktop Server	-(1) Core i7-12700 - (2) 8GB DDR4 RAM - (1) 256GB M.2 SSD - (1) 12TB SATA 3.5in HDD - (1) 1GbE RJ45 - (1) 300W PSU - Windows 10 Pro - 5YR NBD Warranty BCD-WA-8GB-CORE 8GB - 1Rx8 DDR4 UDIMM 2666MHz Non-ECC Keyboard and Mouse included	1	\$2,800.00	\$2,800.00
INSTALLATION - BUCKET TRUCK REQUIRED	Hourly labor charge for hardware installation requiring two operators and a bucket truck. OSHA Standard 29 CFR1910.269(l)(1)(i)	9	\$265.00	\$2,385.00
PROFESSIONAL INSTALLATION	Hourly labor charge for cable & hardware installation.	6	\$100.00	\$600.00

Total **\$33,535.00**

Yearly fees will be a total of \$2,700.00 to share reads and software maintenance fee.

All Prices are Mid-America Regional Council Co-operative Purchasing prices.

- NET 30 Terms.
- Quote valid for 30 days.
- Prices do not include applicable taxes or shipping charges.
- Prices may change without notice after expiry of quote.
- Prices are subject to change if items are purchased separately.
- A 3% charge will be added to all transactions if paid by credit card.

Morris, Edward J.

From: Morris, Edward J.
Sent: Wednesday, February 8, 2023 5:21 PM
To: Malia Johnson
Subject: Fwd: Genetec ALPR Users

Please print

Get [Outlook for iOS](#)

From: Brian Hill <bhill@etikc.com>
Sent: Wednesday, February 8, 2023 4:36:28 PM
To: Morris, Edward J. <emorris@roelandpark.org>
Subject: Genetec ALPR Users

Chief,

Here is a list of Departments using our ALPR systems-

Shawnee Police Dept
Merriam Police
Overland Park Police Dept
Fairway Police Dept
Prairie Village Police Dept
Johnson County Sheriff Dept
KCMO Police Dept
KCKS Police Dept
Lawrence Police Dept
Lebanon Police Dept
Clinton County Sheriff's Office
Douglas County Sheriff's Office
Blue Springs Police Dept
Leawood Police Dept

Soon to purchase- already approved just waiting on funds-
Olathe Police Dept
Mission Police Dept

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: KS - Roeland Park PD Legal Entity Name:	Contact Name: Edward "John" Morris
Address: 4600 W 51st St Ste 100 Roeland Park, Kansas 66205	Phone: (913) 677-3363 E-Mail: emorris@roelandpark.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 60 months Renewal Term: 60 months	Billing Term: Annual payment due Net 30 per terms and conditions Billing Frequency: Annual Plan - First Year Invoiced at Signing
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	3.00	\$1,050.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	3.00	\$7,500.00

Subtotal Year 1: \$8,550.00

Subscription Term: 60 Months

Annual Recurring Total: \$7,500.00

Estimated Sales Tax: \$0.00

Total Contract Amount: \$38,550.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: KS - Roeland Park PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available or as submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1. Fees. Agency shall pay the fees as set forth in the Order Form.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("*No-Fee Term*"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent,

(i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be

governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:

Automated License Plate Readers (ALPRs)

427.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

427.2 POLICY

The policy of the Roeland Park Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

427.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Roeland Park Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Fleet Officer. The Chief of Police will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

427.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped vehicles to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

Roeland Park Police Department

KS LE Policy Manual

Automated License Plate Readers (ALPRs)

- (e) No ALPR operator may access confidential department, state or federal data unless authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the appropriate official law enforcement database before taking enforcement action that is based solely on an ALPR alert.

427.5 DATA COLLECTION AND RETENTION

The Chief of Police, or a designee of his/her choice, is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All stored ALPR data should be retained in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances, the applicable data should be downloaded onto portable media and booked into evidence.

427.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Roeland Park Police Department will observe the following safeguards regarding access to and use of stored data:

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) ALPR system audits should be conducted on a regular basis.

427.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.

Roeland Park Police Department

KS LE Policy Manual

Automated License Plate Readers (ALPRs)

- (b) The request is reviewed by the Chief of Police or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy.

Records Maintenance and Release

803.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of department records. Protected information is separately covered in the Protected Information Policy.

803.2 POLICY

The Roeland Park Police Department is committed to providing public access to records in a manner that is consistent with the Kansas Open Records Act (K.S.A. § 45-215 et seq.).

803.3 OFFICIAL CUSTODIAN

The Chief of Police shall designate an Official Custodian. The Official Custodian is the official custodian pursuant to K.S.A. § 45-217. The responsibilities of the Official Custodian or the custodian assigned include but are not limited to:

- (a) Managing the records management system for the Department, including the retention, archiving, release, and destruction of department public records.
- (b) Maintaining and updating the department records retention schedule, including:
 - 1. Identifying the minimum length of time the Department must keep records.
 - 2. Identifying the department section responsible for the original record.
- (c) Establishing rules regarding the inspection and copying of department public records as reasonably necessary for the protection of such records as provided by K.S.A. § 45-220.
- (d) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
- (e) Establishing rules regarding the processing of subpoenas for the production of records.
- (f) Ensuring the availability of a current schedule of fees for public records as allowed by law (K.S.A. § 45-218; K.S.A. § 45-219).
- (g) Ensuring a brochure on public records is available to the public that contains a description of the basic rights of a person who requests public information, the responsibilities of the Department, and the procedures and costs for inspecting or obtaining a copy of the public record (K.S.A. § 45-227).
- (h) Developing and maintaining reasonable written procedures and practices to protect personal information, as defined by K.S.A. § 50-7a01, from unauthorized access, use, modification, or disclosure. Procedures should include how members are to be trained to protect personal information (K.S.A. § 50-6,139b).

803.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any department member who receives a request for any record shall route the request to the Official Custodian or the custodian assigned. If the person to whom the request is

Roeland Park Police Department

KS LE Policy Manual

Records Maintenance and Release

directed determines the Roeland Park Police Department is not the custodian of the requested record, the requester shall be notified and provided the name and location of the custodian of the public record, if known or readily ascertainable (K.S.A. § 45-218).

803.4.1 REQUESTS FOR RECORDS

The processing of requests for any record is subject to the following (K.S.A. § 45-218; K.S.A. § 45-219):

- (a) All requests for records shall be made in writing.
 - 1. A request will not be returned, delayed or denied because of any technicality unless it is impossible to determine the records requested (K.S.A. § 45-220).
- (b) The Department is not required to create records that do not exist.
- (c) Copies of radio or recording tapes or discs, video tapes or films, pictures, slides, graphics, illustrations or similar audio or visual items or devices shall not be provided unless such items were shown or played at a public meeting.
 - 1. If a record is copyrighted by a person other than the Department, the record shall not be copied.
- (d) Requesters shall not make copies of public records electronically by inserting, connecting or otherwise attaching an electronic device to any computer or other electronic device of the Department.
- (e) When a record contains both material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted and the unrestricted material released (K.S.A. § 45-221(d)).
 - 1. A copy of the redacted release should be maintained in the case file for proof of what was actually released and as a place to document the reasons for the redactions. If the record is audio or video, a copy of the redacted audio/video release should be maintained in the department-approved media storage system and a notation should be made in the case file to document the release and the reasons for the redacted portions.
- (f) Computerized information shall be provided in the form requested unless the Department does not have the capability to produce the requested form.
- (g) Each request for a record shall be acted upon as soon as possible, but no later than the end of the third business day after receipt of the request.
- (h) If access to a record request is not granted immediately, the requester shall be provided a detailed explanation of the cause for the delay and notified of the place and earliest time and date the record will be available for inspection.
- (i) Payment of any associated fees is required prior to the release of records.

Roeland Park Police Department

KS LE Policy Manual

Records Maintenance and Release

803.4.2 DENIALS

When a record request is denied, the requester shall be provided a written statement of the grounds for denial, upon request, no later than the end of the third business day after receipt of the request. The statement shall include the citation to the specific provision of law that denies access (K.S.A. § 45-218).

The Official Custodian may refuse to provide access to a public record or to permit inspection if the request places an unreasonable burden on the Department to produce the records or there is reason to believe repeated requests are intended to disrupt other essential department functions. A refusal must be supported by a preponderance of evidence (K.S.A. § 45-218).

803.5 RELEASE RESTRICTIONS

Examples of release restrictions include but are not limited to (K.S.A. § 45-221):

- (a) Personal identifying information, including an individual's photograph; Social Security and driver identification number; name, address, and telephone number; and medical or disability information that is contained in any driver's license record, motor vehicle record, or any department record, including traffic accident reports is restricted except as authorized by the Department, and only when such use or disclosure is permitted or required by law to carry out a legitimate law enforcement purpose (18 USC § 2721; 18 USC § 2722; K.S.A. § 75-3520).
- (b) Personnel records, performance ratings, or individually identifiable records pertaining to members or applicants for employment, except for names, positions, salaries, or actual compensation employment contracts/agreements and length of service.
 - 1. Unless an exception applies (under a binding settlement agreement), officer files requested pursuant to a written waiver must be released within 21 days (K.S.A. § 75-4379).
- (c) Information that would reveal the identity of an undercover agent or informant reporting a specific violation of law.
- (d) Records that represent the work product of an attorney.
- (e) Records of emergency or security information or procedures of the Department if disclosure would jeopardize public safety (K.S.A. § 45-221).
- (f) Information that would reveal the location of a shelter, safe house, or similar place where persons are provided protection from abuse, or the name, address, location, or other contact information of alleged victims of stalking, domestic violence, or sexual assault.
- (g) Victim information (K.S.A. § 38-2310).
- (h) Records related to children in need of care (K.S.A. § 38-2213).
- (i) Records that would reveal the location of a victim of domestic violence, sexual assault, human trafficking, or stalking who is enrolled in the Kansas Secretary of State's Safe at Home Address Confidentiality Program (K.S.A. § 75-451).
- (j) Juvenile law enforcement records (K.S.A. § 38-2310).

Roeland Park Police Department

KS LE Policy Manual

Records Maintenance and Release

- (k) Criminal investigation records, including audio or video recordings taken with body-worn or in-car cameras, unless ordered by a court or allowed for by K.S.A. § 45-254.
- (l) Records that are privileged under the rules of evidence, unless the holder of the privilege consents to the disclosure.
- (m) Records containing information of a personal nature where the public disclosure would constitute a clearly unwarranted invasion of personal privacy.
- (n) An individual's email address, cellular telephone number, and other contact information that has been given to the Department for the purpose of department notifications or communications that are widely distributed to the public.
- (o) Records that would disclose the name, home address, zip code, email address, telephone number, or cellular telephone number, or other contact information for any person who is licensed to carry concealed handguns, has enrolled in or completed any weapons training in order to be licensed, or has made application for such license under the Personal and Family Protection Act, unless allowed by law.
- (p) Recordings or statements made during a custodial interrogation related to a homicide or felony sex offense (K.S.A. § 22-4620).
- (q) Captured license plate data or records that pertain to the location of an automated license plate recognition system as defined in K.S.A. § 45-217.
- (r) Any other information that may be appropriately denied by K.S.A. § 45-221 and Kansas law.

803.5.1 REQUIRED RELEASE

Upon request, the Official Custodian shall allow the following individuals to review recordings captured by a body-worn device or in-car camera within 20 days of the request (K.S.A. § 45-254):

- (a) A person who is a subject of the recording.
- (b) Any parent or legal guardian of a person under 18 who is a subject of the recording.
- (c) An heir at law as defined by K.S.A. § 45-254, when a decedent is a subject of the recording.
- (d) An attorney for any of the above described individuals.

803.6 SUBPOENAS AND DISCOVERY REQUESTS

Any member who receives a subpoena duces tecum or discovery request for records should promptly contact a supervisor and the Official Custodian for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

Generally, discovery requests and subpoenas from criminal defendants and their authorized representatives (including attorneys) should be referred to the District Attorney, City Attorney, or the courts.

Roeland Park Police Department

KS LE Policy Manual

Records Maintenance and Release

All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel for the Department so that a timely response can be prepared.

803.7 RELEASED RECORDS TO BE MARKED

Each page of any written record released pursuant to this policy should be stamped in a colored ink or otherwise marked to indicate the department name and to whom the record was released.

Each audio/video recording released should include the department name and to whom the record was released.

803.8 SECURITY BREACHES

Members who become aware that any Roeland Park Police Department system containing personal information may have been breached should notify the Police Clerk as soon as practicable.

The Police Clerk shall conduct a prompt investigation to determine the likelihood that personal information has been or will be misused (K.S.A. § 50-7a02).

The Police Clerk shall ensure the required notice is given to any resident of this state whose unsecured personal information is reasonably believed to have been misused or where there is a reasonable likelihood that the information will be misused (K.S.A. § 50-7a02).

Notice shall be given in the most expedient time possible and without unreasonable delay consistent with the legitimate needs of the Roeland Park Police Department and consistent with any measures necessary to determine the scope of the breach or to restore the reasonable integrity of the agency data system. Notice may be delayed if notification will impede a criminal investigation (K.S.A. § 50-7a02).

For the purposes of the notice requirement, personal information includes an individual's first name or first initial and last name in combination with any one or more of the following (K.S.A. § 50-7a01):

- (a) Social Security number
- (b) Driver's license number or Kansas identification card number
- (c) Full account number, credit or debit card number, or any required security code, access code, or password that would permit access to an individual's financial account

If the breach reasonably appears to have been made to protected information covered in the Protected Information Policy, the Police Clerk should promptly notify the appropriate member designated to oversee the security of protected information (see the Protected Information Policy).

803.9 EXPUNGEMENT

Expungement orders received by the Department shall be reviewed for appropriate action by the Official Custodian. The Official Custodian shall expunge such records as ordered by the court.

Roeland Park Police Department

KS LE Policy Manual

Records Maintenance and Release

Records may include but are not limited to a record of arrest, investigation, detention, or conviction. Once expunged, members shall respond to any inquiry as though the record did not exist.

Roeland Park, Kansas

Google Street View

Jun 2021

[See more dates](#)

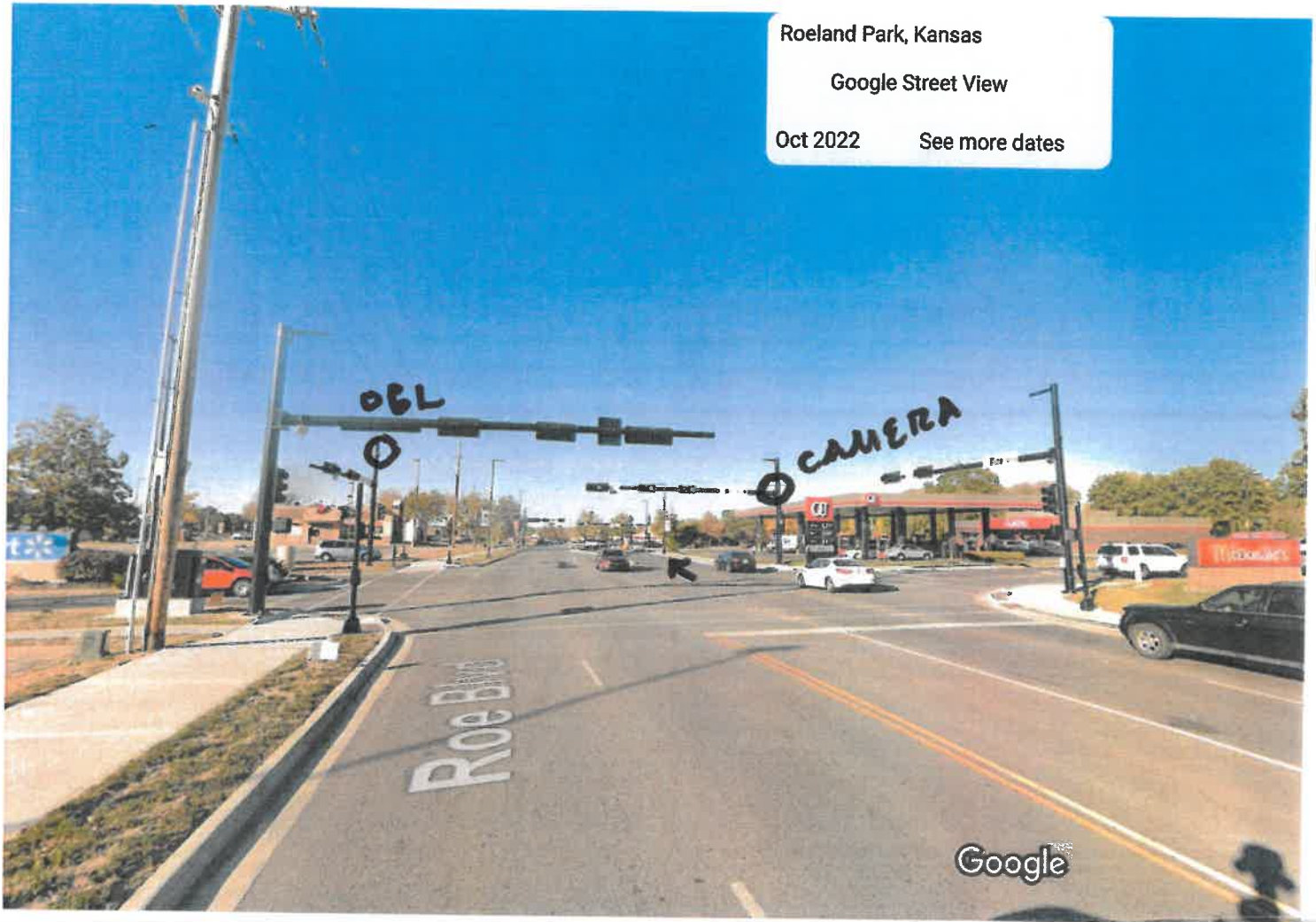


Roeland Park, Kansas

Google Street View

Oct 2022

[See more dates](#)





WHAT IS OGL?

Operation Green Light (OGL) is a regional effort to improve traffic flow, reduce emissions, and increase safety in the Kansas City region. Coordinated through the Mid-America Regional Council (MARC), it is supported by local agencies, driven by their expert staff, and powered by technology.



WHAT WE DO

OGL works with federal, state, and local agencies to develop and implement a regional network of signals. This system provides uniform traffic management across jurisdictional boundaries in the Kansas City region allowing for better collaboration among all agencies.

SPECIFICALLY, OGL:

- Develops traffic signal timing plans.
- Manages signal communication equipment.
- Tracks and maintains signal malfunctions.
- Initiates developed arterial diversion route timing plans.
- Maintains a traffic responsive pilot on U.S. Highway 71.

OGL is paving the way to a more efficient and effective future for the traffic sector in the Kansas City region through innovation and collaboration.

ANNUAL BENEFITS



220 MILLION
FEWER VEHICLE STOPS



1.8 MILLION
GALLONS OF GAS
SAVED



POTENTIALLY UP TO
50% REDUCTION
IN REAR-END CRASHES*



1.9 MILLION
HOURS SAVED



3,000 TONS
OF POLLUTANTS
AVOIDED



\$44.2 MILLION
SAVED

*Arash M. Roshandeh, Zongzhi Li, Shengrui Zhang, Herbert S. Levinson, Xi Lu, Vehicle and pedestrian safety impacts of signal timing optimization in a dense urban street network, *Journal of Traffic and Transportation Engineering (English Edition)*, Volume 3, Issue 1, 2016, Pages 16-27, ISSN 2095-7564. (<https://www.sciencedirect.com/science/article/pii/S2095756416000027>)



FAST FACTS

- 750+** Traffic Signals
- 200+** Roadway Miles
- 1.7 Million** Trips/Day
- 50/50** Local Agency/Federal Funding
- \$800** Local Agency Annual Cost Per Signal

MOVING FORWARD

OGL continually works with partner agencies to discover new and innovative strategies to further improve traffic conditions within the Kansas City region. Some of the strategies and technologies we are currently investigating and implementing include the following:

- Use of crowd-sourced data in decision-making
- Actively preparing for the integration of connected and automated vehicles
- Identifying new funding sources

AGENCIES & PARTNERS



MISSOURI

Belton	Kansas City
Blue Springs	Lee's Summit
Gladstone	Liberty
Grandview	North Kansas City
Independence	Raymore

KANSAS

Bonner Springs	Mission
Fairway	Mission Woods
Kansas City	Olathe
Lansing	Overland Park
Leavenworth	Prairie Village
Leawood	Roeland Park
Lenexa	Shawnee
Merriam	Westwood

BENEFITS OF PARTICIPATION

There are many benefits to partnering in the OGL program. OGL staff coordinate better traffic flow along every corridor by constantly monitoring real-time operations, assisting with timing changes for roadwork projects and incidents, and supporting agency traffic signal maintenance activities. OGL partners often pursue additional funding for traffic signal system improvements together, increasing the chances of being selected. OGL leads the way by providing leadership and coordination in the evaluation of new strategies and technologies to improve the system and benefit every traveler in the Kansas City region.



Data is estimated based on current OGL corridors relative to MoDOT and KDOT AADT reports, U.S. Census Bureau population estimates, and timing benefits from OGL efforts.

Learn more at marc.org/OGL

Item Number: New Business- VIII.-A.
Committee 3/6/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/1/2023
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Approve Funding Commitment Agreement for Mighty Bike (5 min)**
Item Type: Agreement

Recommendation:

The attached agreement provides assurance that matching donation funds for the Might Bike play sculpture will be available.

Details:

The attached presentation was previously made to the Council when they provided direction on including the Mighty Bike play sculpture objective in the 2023 budget.

The agreement requires a deposit of funds with the City in the amount equal to the difference between the donations raised and the \$70,000 goal of donations. When the donation goal is reached the deposit will be refunded. If a portion of the deposit is needed due to a shortfall in donations, the amount of the refund will be reduced accordingly.

Project Cost Estimate Summary:

Steel & Fabrication= \$80,000 to 95,000

Design and Realization management services by Matt Kirby= \$25,000

Engineering-Structural= \$5,500

Engineering- Foundation= \$3,360

Cast Aluminum Bike seat= \$7,000

Play Object Widget by Matt Kirby= \$3,500

Powdder Coating= \$2,500

Zin Coating= \$2,200

RDM Architecture= \$1,250

Climbing Nets and Decking Materials= \$5,000

Safety Consultant Services= \$3,900

Poured in Place Fall protection= \$20,000

Truck Rental to Haul structure= \$500
Misc= \$290

Total Estimated= \$160,000 to \$175,000

A total of \$47,000 has been raised through donations in support of the sculpture through December of 2022. The City has committed \$90k to the project.

Financial Impact

Amount of Request: \$35,000	
Budgeted Item?	Budgeted Amount: \$90,000
Line Item Code/Description: 300-5472	

Additional Information

Add Artistic Play Sculpture at Southeast Entryway to R Park

Justification: The intent of the objective is to enhance, improve, and complete the Traffic Garden/Children's Playground area located in the SE quadrant of R Park by adding an artistic play-structure. This site-specific, one-of-a-kind play-structure will unite the children's play area with the Traffic Garden. The iconic, fantasy play-structure will inspire fun and imagination with play and art. During the last 6 years the City of Roeland Park, led by the Parks and Recreation Superintendent, Public Works, and the Parks Committee with support and fundraising from citizens, has addressed important maintenance and improvements in all the parks in Roeland Park. In the 2022 Phase 3 improvements at R Park Phase will replace the playground equipment and create a new traffic garden to help teach children the rules of the road. The Traffic Garden is laid out to accommodate several art pieces. The southeast corner of the garden is one such location also serving as a primary entrance to the park and large enough to incorporate an artistic play structure. A design would be developed in accordance with playground safety standards. The Parks Committee will lead the project and consult with the Arts Committee to arrive at a proposed design.

Cost Estimate: \$90,000 **Account 300-5472**

Completion Date: December 15, 2023

Responsible Party: Parks and Recreation Superintendent, Parks



Committee, Arts Committee

Submitted By: Council Person Raglow

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	Mighty Bike Funding Agreement	Cover Memo
	Mighty Bike Presentation	Cover Memo

Donation Agreement

This donation agreement (“Agreement”) is entered into by and between The City of Roeland Park (“Receiver”) and _____ (“Donor”) as of March ___, 2023 (the “Effective Date”). The Donor desires to make a donation, which Receiver desires to receive, in order to guarantee the construction of certain playground equipment within the City of Roeland Park, Kansas as herein described. In consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Donation Information.** Donor is pledging a donation in the form of monetary funds. This donation is being given in support of the following: design, construction, and installation of an art piece and physical play statue called Mighty Bike (the “Mighty Bike”). Donor hereby agrees to donate Thirty Five Thousand Dollars (\$35,000.00).
2. **Logistical Information.** The Donation will be made on, or before the Effective Date of this Agreement, or on another date mutually agreeable by the parties.
3. **General Provisions.** Citizens Fundraising shall continue raising funds for the project. The Donation will be applied towards Mighty Bike only in the event of a short fall in amounts raised. Any remaining amounts of the Donation will be returned to the Donor upon completion of the project with a full accounting of the same. Donor understands and acknowledges that in the event the Donation is applied towards Mighty Bike, these funds will not be repaid by Receiver and shall be considered a gift from Donor to Receiver. Donor hereby warrants that Donor has full legal rights to the amount to be donated, and to make the Donation.
4. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.
5. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Donation, and supersedes all prior agreements and understandings, both written and oral.
6. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives, and referencing this Agreement.
7. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the offending provision shall be stricken and the remaining provisions in this Agreement shall continue in full force and effect.
8. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, is construed, interpreted, and enforced under and in accordance with the laws of the State of Kansas, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, and agree that the state of Kansas shall have exclusive jurisdiction over the enforcement of this

Agreement. Specifically, the District Court of Johnson County, Kansas shall be the exclusive venue for any dispute arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

The City of Roeland Park

Donor

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

Some Thoughts On The Mighty Bike

Once upon a time, not that long ago, I took part in a brainstorming session at the behest of some new friends considering the possibilities of some then-yet-to-be-determined Objet-De-Ort that could add further and complimentary sizzle to an already very cool space. The very cool space was described as a teaching park for children learning the rules of traffic and safety when riding those emblematic and deeply representative symbols of childhood itself: Bicycles.

After some ruminations about the usual idea-fields where the green grass of concepts flourish, there came a wise suggestion from horizons near which propelled thinking on the issue into an new and magical realm: This structure should be something that kids, yea the target audience, would be invited aboard, there to invent freely in that region of archetypal contentment and all possibilities, the precincts of the imagination.

As an interactive play structure, the project would encourage exactly the kinds of qualities we wish for in children as they adventure forth, becoming civic individuals, learning the values of procedure and rules, alongside creative play and imaginative problem-solving. Y'know, climbing stuff!

And then it dropped out of the sky.--This is a bicycle-themed park, howabout a giant bicycle? But the question loomed, what manner of same? A fantastical one, a banana-seat wheelie bike, larger than life, jet powered, with wings, room for passengers, compartments, a giant paper-route-basket balcony, and exploration tools like a telescope, a listing horn, a decoder wheel. Straight out of the pages of a three-ring-binder notebook, the way kids draw them, but this one became real.



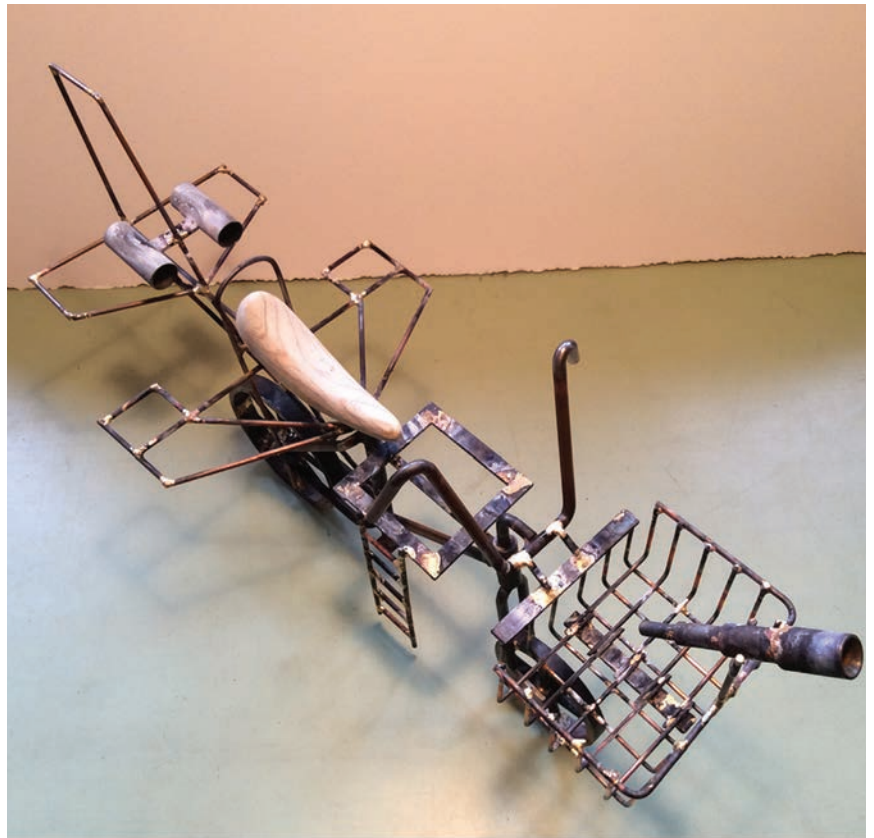
How? Some breakdown in the Quantum Field Super-Positional Suspension Bridge of Disbelief? The fortunate by-product of some Matter/Anti-What's-The Matter Reaction? Not entirely certain at this point, but we're pretty sure that there is a back-story.

In the meantime, the very real-world concerns of safety and low-maintenance durability are being addressed, as well as access and inclusivity in the forms and associated visual elements.

The direct-fabricated model in brazed steel rod and standard cross-sections is designed specifically to scale-up well in standard steel shapes with a few custom bends of tubing and rod, all to be hot-dip-galvanized for superior weatherability. High traffic areas are protected by durable tread materials, and attached rope structures present ample grab points. Certain accessories and play widgets are specified in stainless steel for weatherability of bearing surfaces.

As the design process continues, with the heroic contributions of Matt Lero, we welcome input and suggestions to further increase the magic.

Many Thanks. –Matt Kirby



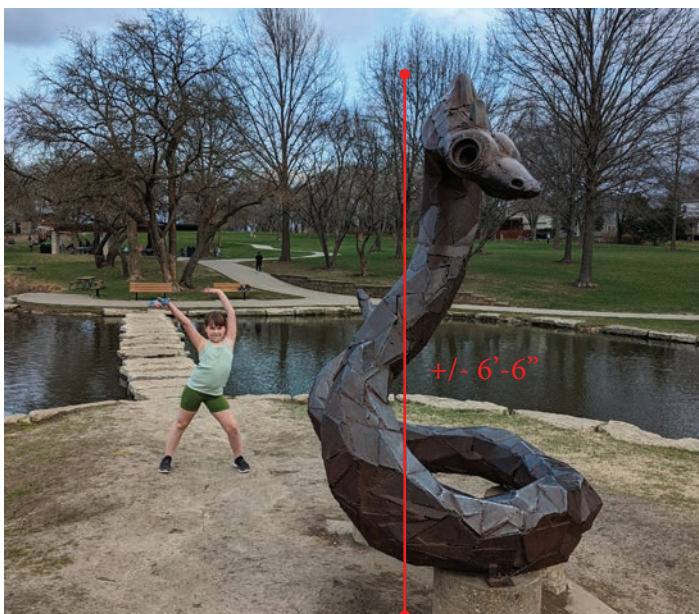
Climbing Structures Exploring



Meadowbrook Park



So-Ko-Par Trails Park



Roanoke Park

Brookside Triangle Park



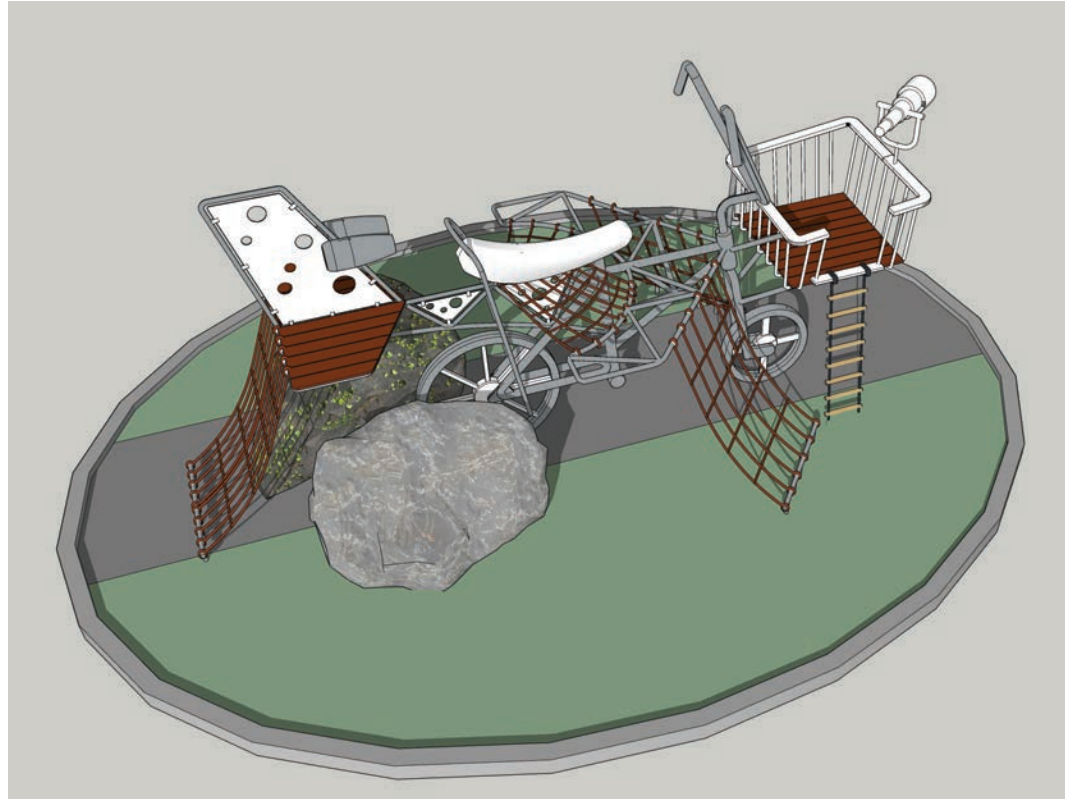
Details We Like Exploring



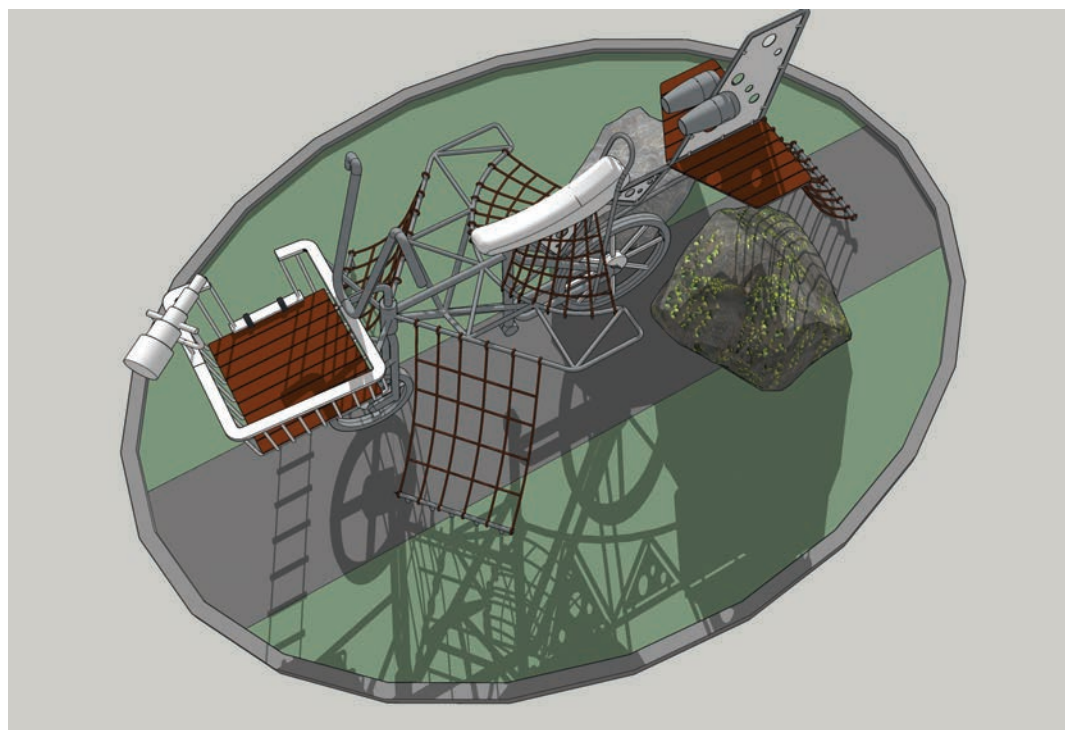
It Becomes More Real 3d Renderings 1

Starting with the conceptual sculpture we added several elements to make it more visually appealing, easily accessible and safer for children. It was important to keep the clarity of the structure so added elements were a different color, texture or material. These include HDPE panels with a CNC routed pattern, composite wood decking and rope or net elements. We also wanted to create something that allowed for more flexible play rather than something very prescriptive.

We added a pair of boulders to reduce the relative height of the tail portion without introducing another structure to the composition

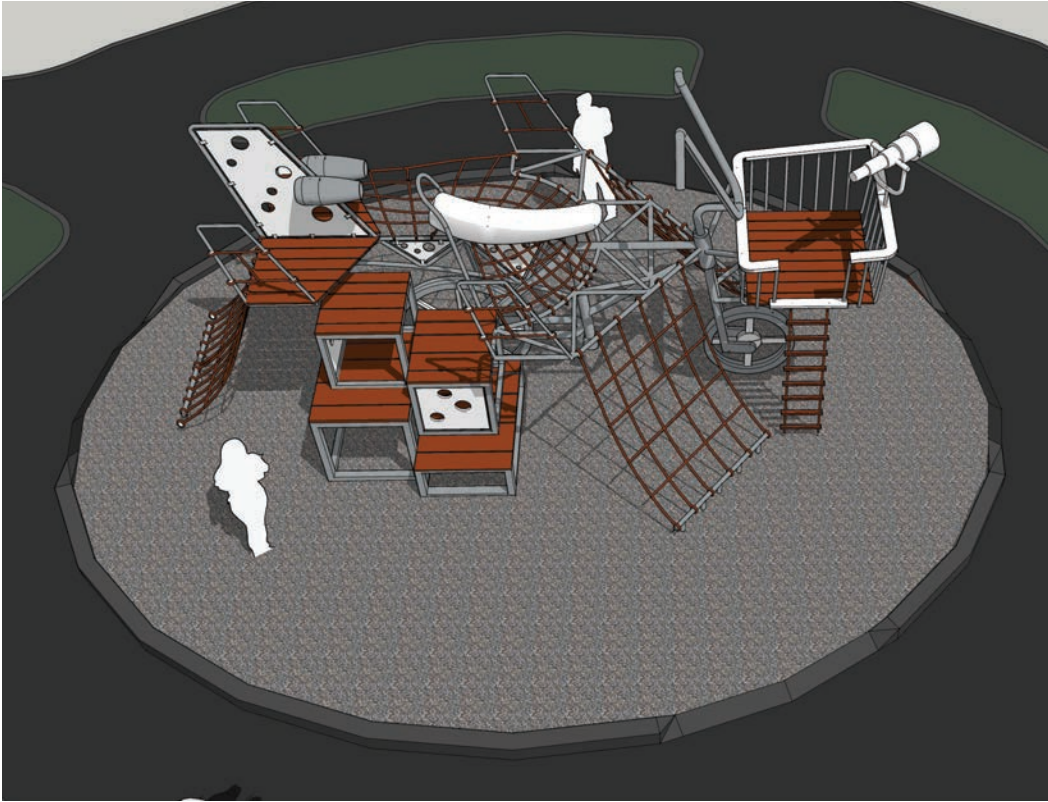


Climbing nets on the front and the back give children a path to the seat. A rope net element between the seat and the wings surrounds it. The struts and braceing of the wings would also act like monkey bars.

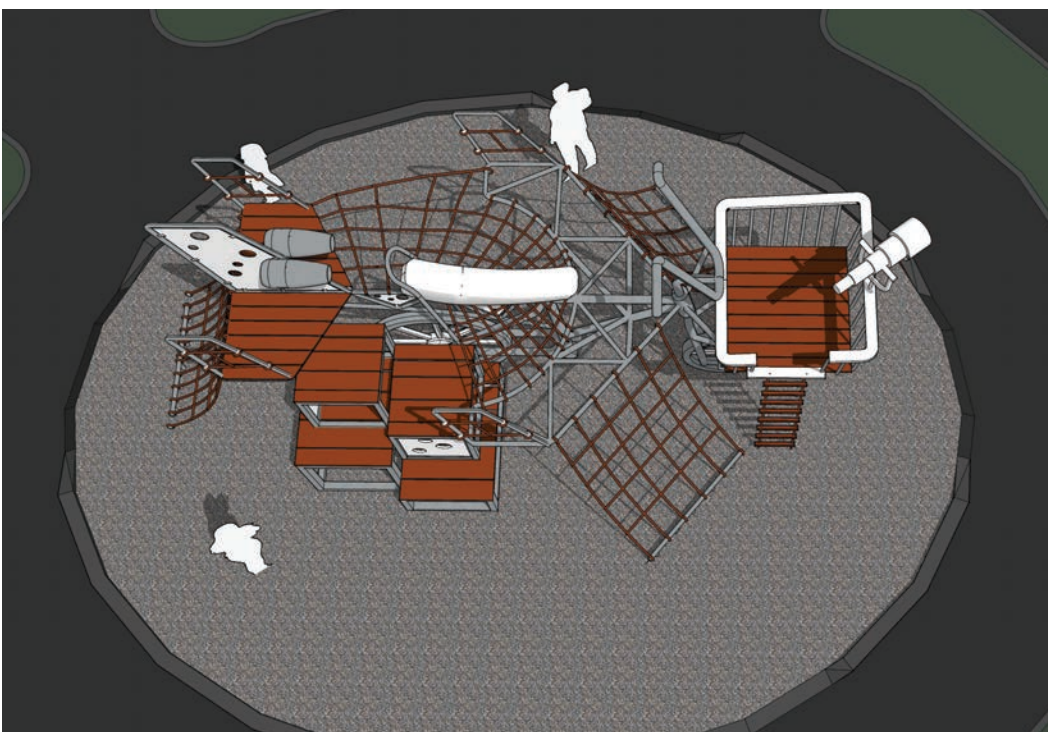


It Becomes Even More Real 3d Renderings 2

With some early feedback on the previous design and after visiting several parks in the metro area we made some revisions and arrived at the current design. We were surprised to see that even in commercial play structures there were taller elements that encourage adventurous play and allow for a perceived sense of danger. While we think all ages could enjoy this we've designed it to be used by 5-12 year olds which is similar to the intended age range of many of the example play structures.

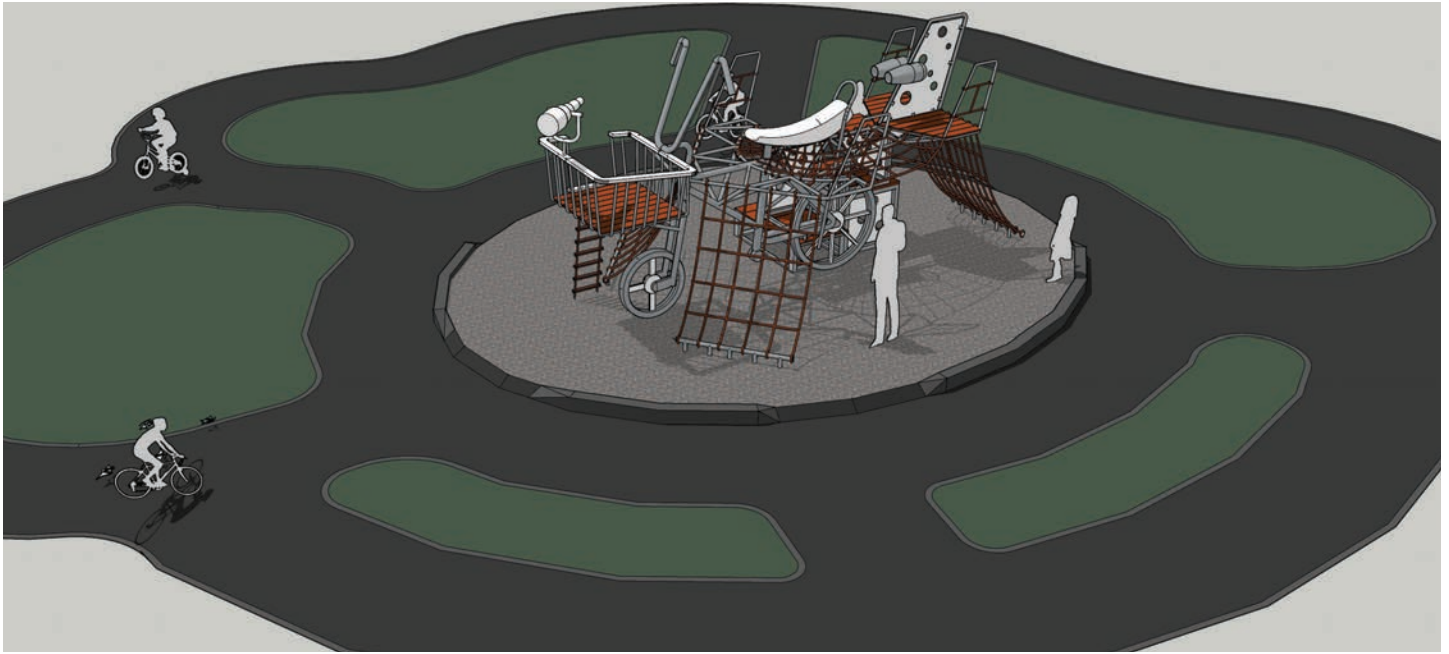


The boulders were replaced with a series of box-like structures. These would encourage climbing by creating "steps" up to the wing and tail. They would also reduce the fall height and provide another opportunity for play.

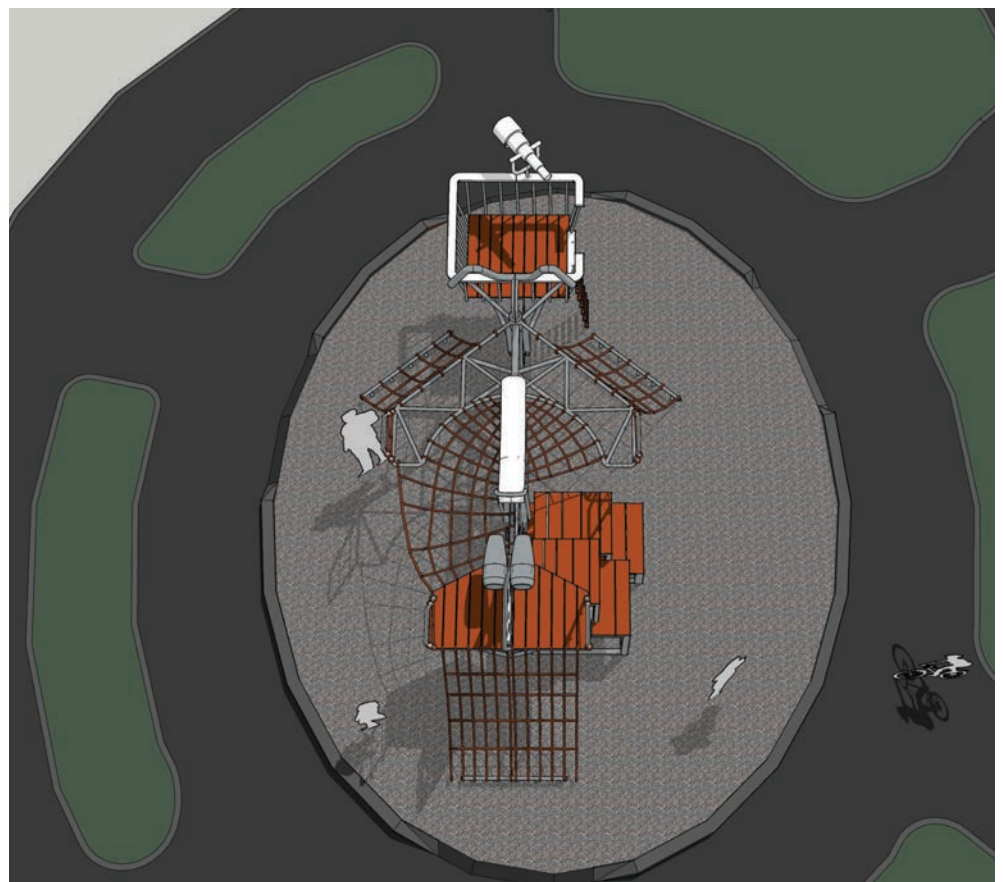


An additional net element was added opposite the boxes to give another route to move along the length of the structure. Winglets added at the tail and the wing give users a stable resting spot and also help in the climb up from the net.

Once More with Context 3d Renderings 3

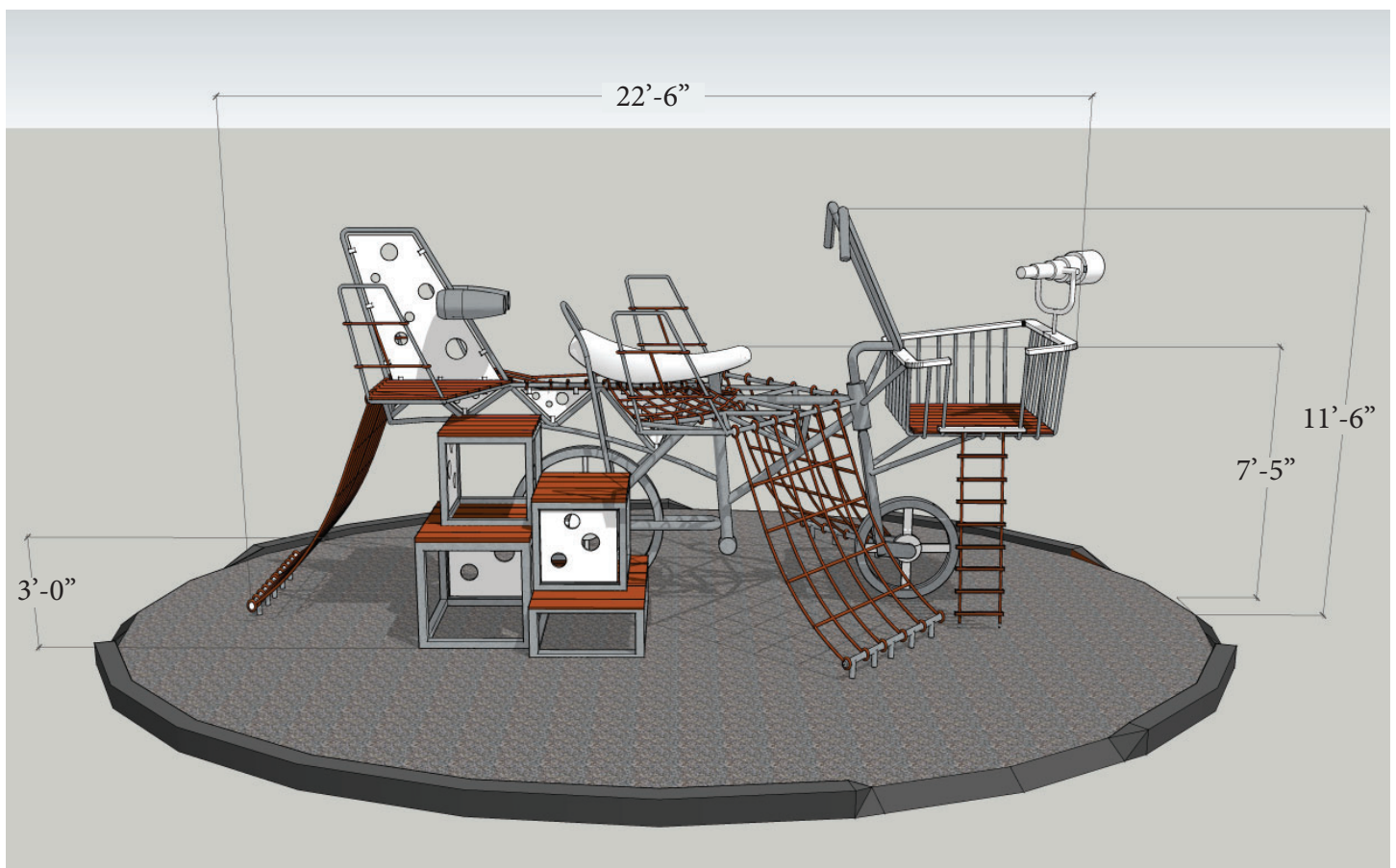
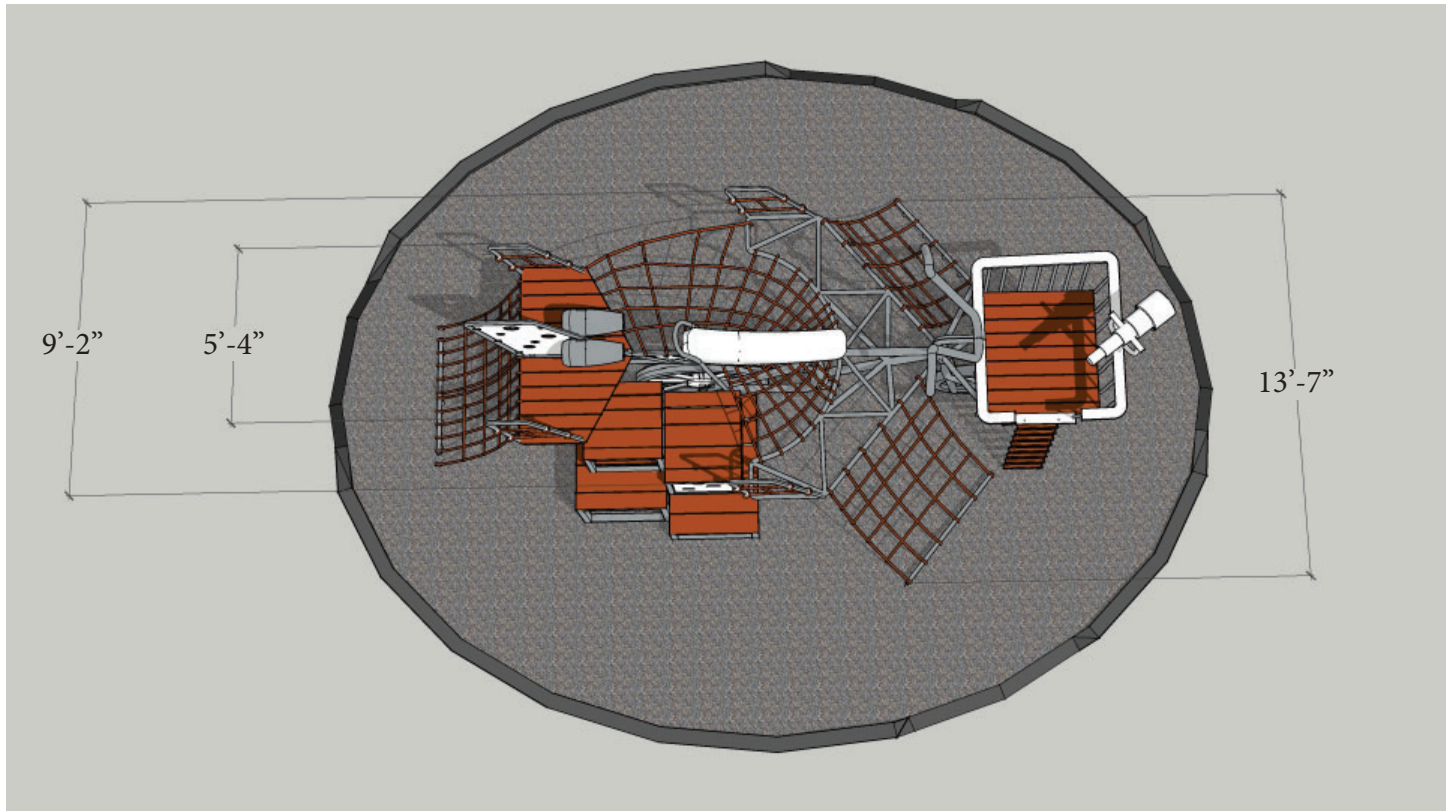


Viewed as part of a larger element the structure is visually interesting enough to draw people in even with a commercial play ground structure nearby. The material choices allow the “bike-ness” to remain and link it to the surrounding bike streets. It is both a piece of art and a climbing structure and will be a fantastic addition to the part.



An aerial view shows the multiple paths of travel over the structure to reach the seat and also clearly shows the crow's nest which is the other main destination. Giving users a high perch and access to elements like the kaleidoscope installed there.

How Big is it? 3d Renderings 4



Item Number: New Business- VIII.-B.
Committee 3/6/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/1/2023
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Interlocal Agreement with Fairway for 53rd St Project (5 min)**
Item Type: Agreement

Recommendation:

Approve interlocal agreement with Fairway for the construction and inspection of Roeland Park's portion of the 2023 CARS- 53rd St project..

Details:

Attached is the interlocal agreement between the City of Fairway and Roeland Park for the 2023 CARS- 53rd St project. This agreement specifies that Fairway is the lead agency and will incur all costs associated with the construction project. Upon completion of the project, Fairway will send final invoicing for Roeland Park's net portion of the project or 40% of the project cost

The interlocal agreement is needed since this is a shared project with a neighboring city. Bids will be opened on March 9th. Staff will review the bids results and bring back to council with a recommendation.

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

▣ Interlocal Agreement with City of Fairway

Cover Memo

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAIRWAY KANSAS,
AND THE CITY OF ROELAND PARK, KANSAS, FOR THE PUBLIC
IMPROVEMENT OF 53rd STREET FROM MISSION ROAD TO CHADWICK**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the **City of Fairway, Kansas** (hereinafter "Fairway"), and the **City of Roeland Park, Kansas** (hereinafter "Roeland Park"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter Fairway and Roeland Park may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make certain public improvements to **53rd Street**, as such improvements are hereinafter described and defined as the Improvements;

WHEREAS, the Parties are also jointly applying to the Board of County Commissioners of Johnson County, Kansas (the "County") for funding through a CARS Agreement pursuant to which the Improvements constitute an eligible project under the County Assistance Road System Program ("CARS");

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 which authorizes any municipality to contract with any other municipality to perform any government service, activity or undertaking that each contracting municipality is authorized by law to perform;

WHEREAS, the Governing Body of Fairway did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20__; and

WHEREAS, the Governing Body of Roeland Park did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20__.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing those public improvements to **53rd Street**, including mill and overlay within the project limits, a crosswalk, concrete repairs and other related work (collectively, the "Improvements").
2. ESTIMATED PROJECT COST.
 - A. As of the date of this Agreement, the estimated cost of construction and engineering services for the Improvements covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is Two Hundred Seventy-Three Thousand Three Hundred and Two Dollars (\$273,302).
 - B. The cost of making the Improvements shall include:
 - (1) Labor and material used in making the Improvements; and
 - (2) Such other expenses which are necessary in making the Improvements, exclusive of the cost of acquiring real property and any improvement thereon for the location

of the Improvement. These expenses include engineering design, construction services, and material testing.

- (3) Engineering services inclusive of survey, design, bidding, construction administration and construction inspection.
 - C. Pursuant to the CARS Agreement, the Parties anticipate receipt of County CARS funding in the amount of One Hundred Three Thousand and No/100 Dollars (\$103,000.00)(City split Fairway- \$68,000, Roeland Park \$35,000) to help pay a portion of the cost of the Improvements. Notwithstanding anything in this Agreement to the contrary, in the event such funding is not made available for the Improvements, then either Fairway or Roeland Park may terminate this Agreement upon written notice to the other of them.
 - D. The remaining cost of making the said Improvements shall be distributed between the Parties as follows:
 - (1) Fairway shall pay sixty percent (60%) (the "Fairway Percentage Share") of the local share balance of said Improvements (estimated as of the date of this Agreement to be **\$87,888.00** after application of County CARS funds).
 - (2) Roeland Park shall pay forty percent (40%) (the "Roeland Park Percentage Share") of the local share balance (after application of County CARS funds) of said Improvements (estimated as of the date of this Agreement to be **\$82,414.00** after application of County CARS funds).
 - (3) Each Party shall pay the cost of financing and/or bonding its share of the project cost.
3. FINANCING. Roeland Park and Fairway shall each pay its portion of the cost with monies budgeted and appropriated funds.
4. FAIRWAY ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two separate municipalities included within the proposed Improvements, it would be beneficial for one of the municipalities to have primary responsibility for the project so as to provide for the orderly design and construction of the Improvements. However, both municipalities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvements shall be constructed, and the work administered by Fairway acting by and through the Fairway Director of Public Works (hereinafter the "PW Director"), who shall be the principal public official designated to administer the Improvements. The PW Director shall, among his or her several duties and responsibilities, assume and perform the following:
 - A. Make all contracts for the Improvements, including soliciting bids by publication in the official newspaper of Fairway. In the solicitation of bids, the most favorable bid shall be determined by Fairway administering the project and the Governing Body of Fairway approving the lowest responsible bidder for the project, except that the Governing Body of Roeland Park reserves the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvements, then either Fairway or Roeland Park shall have the right to reject the bid. In such case, the project shall be rebid at a later date.

- C. Upon completion of the Improvements, the PW Director shall submit to Roeland Park a final accounting of all costs incurred in making the Improvements for the purpose of apportioning the same among the Parties as provided herein.
 - D. Fairway shall require performance and completion bonds for the Improvements from all contractors performing work on this Improvements (the "Contractors") and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
 - F. Fairway shall require that any Contractor provide a two-year performance and maintenance bond for the Improvements. As "Project Administrator," Fairway will, upon request of Roeland Park, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
 - G. Fairway shall cause to be inserted in all contracts for construction a requirement that the Contractor defend, indemnify and save Roeland Park and Fairway harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of its contract.
 - H. Fairway shall cause to be inserted into all contracts for construction a requirement that the Contractor observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and Sections 2-500 through 2-505 of Article IX entitled "Nondiscrimination" of Chapter 2, entitled "Administration" of the Code of the City of Fairway.
 - I. To the fullest extent permitted by law, including but not limited to K.S.A. 16-121, as amended from time to time, Fairway will cause any Contractor to name Roeland Park as an additional insured on all insurance policies and as an additional obligee on bonds issued for the Improvements; provided that, such policies or bonds shall not provide insurance for Roeland Park's negligence or intentional acts or omissions.
5. REIMBURSEMENT OF COSTS. Fairway will pay all project costs owed to any Contractor, as those costs become due. Fairway shall submit to Roeland Park on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the Improvements for the month immediately preceding the month the statement of costs is received along with any supporting documentation that substantiates such costs; provided that Roeland Park shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit the Roeland Park Percentage Share of the accrued costs to Fairway.
 6. CONSTRUCTION OBSERVATION. Fairway shall provide construction observation and services for the Improvements. Fairway shall be responsible for ensuring compliance with contract specifications under any contract for construction of the Improvements. The Roeland Park Public Works Director or such director's designee shall promptly report any deviation from any contract specifications or any inappropriate construction practices relating to work within its municipal boundaries to the Fairway Public Works Director. Fairway will take all reasonable actions to inform the Roeland Park Public Works Director of project status and any deviation from any contract specifications or inappropriate construction practices relating to work within the Fairway municipal boundaries.
 7. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for

the obligations of Fairway which may arise after completion of the Improvements as set forth in Section 4, Paragraph F, above, this Agreement shall exist until the completion of the Improvements. Upon completion of the Project, Fairway shall notify Roeland Park of the completion in writing. Roeland Park, as soon thereafter as reasonably possible, shall inspect the work, and if it determines it is satisfactory, shall so notify Fairway in writing; upon such notification, Roeland Park shall have no further obligation under this Agreement and this Agreement shall be deemed terminated. In the event Roeland Park fails to so notify Fairway within thirty (30) after completion of its acceptance or rejection of the work, the work shall be deemed accepted.

8. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for its official records.
7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
8. JURISDICTION; NATURE OF THE AGREEMENT. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction. The Parties understand this contract is a contract between municipalities authorized pursuant to K.S.A. 12-2908 and is therefore not an interlocal cooperation agreement under the provisions of K.S.A. 12-2901 et seq..
9. CASH BASIS AND BUDGET LAWS. The right of the Parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1100 et seq.), the Budget Law (K.S.A. 79-2935 et seq.), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the Parties shall at all times remain in conformity with such laws.
10. AMENDMENT TO CARRY OUT INTENT. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement, to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement; provided, however, nothing herein is intended to bind a future governing body of the Parties in a manner prohibited by the laws of the State of Kansas.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

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

CITY OF ROELAND PARK, KANSAS

By: _____
Michael Poppa, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steve Mauer, City Attorney

CITY OF FAIRWAY, KANSAS

By: Melanie Hepperly
Melanie Hepperly, Mayor

ATTEST:

Kim Young
Kim Young, City Clerk

APPROVED AS TO FORM:

Richard Cook
Richard Cook, City Attorney