

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
October 7, 2019 6:00 PM

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

Pledge of Allegiance

Roll Call

Modification of Agenda

I. Citizens Comments

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

II. Consent Agenda

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

- A. Appropriations Ordinance #935
- B. September 9, 2019 Special Called Council Minutes
- C. September 16, 2019 Council Minutes

- D. Missouri Network Alliance LLC Franchise Agreement
- E. Committee Appointment and Reappointments

III. Business From the Floor

A. Applications / Presentations

- 1. Arts Committee Update

IV. Mayor's Report

- A. George Knipp, Jan Duncan, Jared Luebe and Thomas Duncan Proclamation
- B. Energy Efficiency Day Proclamation
- C. Kansas Family and Community Education Week Proclamation

V. Workshop and Committee Reports

VI. Reports of City Liaisons

VII. Unfinished Business

VIII. New Business

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: Consent Agenda- II.-A.
Committee 10/7/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #935**
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
☐ Appropriations Ordinance #935	Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, October 3, 2019

Appropriation Ordinance -10/07/2019 - #935

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 7th day of October, 2019.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

717,405.41

There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance -10/07/2019 - #935

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
1 Interpreting & Translating, LLC.	103	5209.103	Professional Services	913191GYRP	10/02/19	150.00	69933	150.00
Advance Auto Parts	102	5260.102	Vehicle Maintenance	5128926721469	10/02/19	16.40	69934	16.40
Alissa's Flowers, Fashions & Interi	101	5254.101	Miscellaneous Charges	4407	10/02/19	74.76	69935	74.76
All Copy Products Inc.	101	5214.101	Other Contracted Services	AR2732574	09/25/19	228.05	69920	293.74
All Copy Products Inc.	102	5214.102	Other Contracted Services	AR2732574	09/25/19	65.69		
All Nations Flag Co., Inc.	106	5306.106	Materials	87520	10/02/19	219.00	69936	219.00
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	141946	10/02/19	244.03	69937	1,183.05
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	141965	10/02/19	221.99		
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	141986	10/02/19	335.94		
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	142030	10/02/19	381.09		
AT&T	101	5202.101	Telephone	3241 9/21/19	10/02/19	46.97	69938	46.97
Balls Food Stores	101	5253.101	Public Relations	31773	10/03/19	193.02	69982	193.02
Michael Bazan	101	4250.101	Animal Licenses	9/19 An.Lic. Ref	10/02/19	10.00	69939	10.00
Bollcom, Inc.	220	5403.220	Office Equipment	9032	09/25/19	264.00	69921	264.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1050488	10/02/19	183.03	69940	183.03
CERI	101	5305.101	Dues, Subscriptions, & Books	365	10/02/19	70.00	69941	70.00
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	128533	10/02/19	11.00	69942	11.00
City of Fairway	101	5237.101	Community Events	9/21/19 Paper Sh	10/02/19	192.86	69943	192.86
Occupational Health Centers of the	102	5207.102	Medical Expense & Drug Testing	1011846749	10/02/19	201.50	69944	262.00
Occupational Health Centers of the	106	5207.106	Medical Expense & Drug Testing	1011846256	10/02/19	60.50		
Confluence, Inc.	300	5209.300	Professional Services	17239	10/02/19	2,100.00	69945	2,100.00
Custom Tree Care, Inc.	106	5263.106	Tree Maintenance	18305	10/02/19	75.00	69946	75.00
Digital Ally	109	5316.109	K9 Expenses	1109306	10/02/19	30.00	69947	30.00
dormakaba USA Inc.	101	5210.101	Maintenance & Repair Building	528392	10/02/19	1,063.65	69948	1,063.65
Timothy A. Ely	450	5457.450	CARS - Roe 2020	46N066101 79	10/03/19	550.00	69984	550.00
ETC Institute	101	5214.101	Other Contracted Services	27137	09/25/19	868.75	69922	868.75
Freeman Concrete Construction	270	5430.270	Residential Street Reconstruction	1	10/02/19	164,095.11	69949	288,451.53
Freeman Concrete Construction	300	5498.300	CDBG - 2019	1-Final	10/02/19	124,356.42		
Gilmore & Bell, P.C.	200	5209.200	Professional Services	8038717	10/02/19	1,600.00	69950	1,600.00
Harbour Construction, Inc.	106	5421.106	Street Maintenance	19117	10/02/19	1		

Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	3918	10/02/19	35.00		
Johnson County Treasury & Finan	370	4735.370	Tax Increment Income IB	9/12/19	10/02/19	78,236.49	69953	78,236.49
Johnson County Community College	102	5206.102	Travel Expense & Training	S0562857	10/03/19	924.40	69983	924.40
Johnson County Government	102	5214.102	Other Contracted Services	149481	10/02/19	589.00	69954	6,728.75
Johnson County Government	101	5218.101	IT & Communication	149895	10/02/19	6,139.75		
Johnson County Key Service, Inc.	220	5210.220	Maintenance & Repair Building	137448	10/02/19	1,400.26	69955	1,400.26
Ka-Comm., Inc.	102	5211.102	Maintenace & Repair Equipment	168966	10/02/19	55.00	69956	55.00
KB Complete	101	4795.101	Miscellaneous	9/10/19 Refund	10/02/19	149.00	69957	149.00
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	8346 9/25/19	10/02/19	32.83	69958	32.83
KCP & L	101	5201.101	Electric	9/24/19 Multiple	10/02/19	2,258.00	69959	2,936.89
KCP & L	106	5201.106	Electric	9/24/19 Multiple	10/02/19	510.58		
KCP & L	106	5201.106	Electric	2644 9/24/19	10/02/19	168.31		
Keller Fire & Safety	290	5210.290	Maintenace And Repair Building	232784	10/02/19	212.27	69960	212.27
Kansas Gas Service	101	5289.101	Natural Gas	1745/7836 9/19	09/25/19	55.05	69924	55.05
Kiesler's Police Supply, Inc.	102	5308.102	Clothing & Uniforms	IN116924	10/02/19	429.00	69961	429.00
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	49022	10/02/19	1,846.00	69962	3,506.00
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	49465	10/02/19	1,660.00		
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	319001010000008	10/02/19	5,753.66	69963	23,124.44
Lamp, Rynearson & Assoc., Inc.	300	5209.300	Professional Services	319001020000008	10/02/19	410.00		
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	318001030000013	10/02/19	450.90		
Lamp, Rynearson & Assoc., Inc.	270	5458.270	CARS 2018	317001020000025	10/02/19	1,568.50		
Lamp, Rynearson & Assoc., Inc.	270	5459.270	CARS 2019	318001080000009	10/02/19	439.62		
Lamp, Rynearson & Assoc., Inc.	300	5472.300	R Park Development Plan	319001040000006	10/02/19	10,426.85		
Lamp, Rynearson & Assoc., Inc.	300	5498.300	CDBG - 2019	319001030000007	10/02/19	4,074.91		
Deni Lasiter	101	4230.101	Plumbing Permit	9/10/19 Plum.Ref	10/02/19	27.00	69964	27.00
The Legal Record	101	5204.101	Legal Printing	L82157	10/02/19	57.20	69965	154.26
The Legal Record	101	5204.101	Legal Printing	L82408	10/02/19	22.43		
The Legal Record	101	5204.101	Legal Printing	L82479	10/02/19	22.43		
The Legal Record	101	5204.101	Legal Printing	L82484	10/02/19	52.20		
LE Upfitter	102	5308.102	Clothing & Uniforms	6351	10/02/19	164.50	69966	414.79
LE Upfitter	102	5308.102	Clothing & Uniforms	6353	10/02/19	42.00		
LE Up								

McDonald's Corporation	370	5457.370	CARS 2020 - Roe	46N066101 89	10/03/19	13,700.00	69985	13,700.00
Dylan McKee	270	5457.270	CARS 2020 - Roe	46N066101 57	09/18/19	1,500.00	69919	1,500.00
Frank McKinney	101	5273.101	Neighbors Helping Neighbors	9/18/19 Paint	09/25/19	2,000.00	69926	2,000.00
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	9/19 & 10/19-Fin	10/02/19	74,798.52	69968	74,798.52
Moss Printing	101	5237.101	Community Events	12828	10/02/19	160.00	69969	160.00
Optiv Security	102	5214.102	Other Contracted Services	INV100127391	10/02/19	50.84	69970	50.84
Principal Life Insurance Co.	107	5130.107	City Paid Life/ST Disability	9/18/19	09/25/19	1,543.42	69927	1,543.42
Purchase Power	101	5205.101	Postage & Mailing Permits	9/20/19	10/02/19	251.00	69971	251.00
Rejis Commission	102	5214.102	Other Contracted Services	423700	10/02/19	229.69	69972	229.69
Riteway Maintenance & Supply, LI	101	5214.101	Other Contracted Services	19698	10/02/19	930.00	69973	930.00
Rosedale Development Assn.	101	5237.101	Community Events	9/19 Accent Even	10/02/19	1,758.00	69974	1,758.00
George Schlegel	101	5230.101	Art Commissioner	Recurring Check	10/01/19	100.00	69929	100.00
Shepherd's Center of Kansas City (	101	5253.101	Public Relations	9/18 70 Over 70	09/25/19	1,000.00	69928	1,000.00
Signco Inc.	106	5308.106	Clothing & Uniforms	38643	10/02/19	252.70	69975	252.70
Staples Advantage	101	5301.101	Office Supplies	8055631034	10/02/19	233.71	69976	398.15
Staples Advantage	101	5301.101	Office Supplies	8055784600	10/02/19	58.00		
Staples Advantage	101	5304.101	Janitorial Supplies	8055784600	10/02/19	106.44		
Terminix Processing Center	106	5214.106	Other Contracted Services	38959592	10/02/19	59.00	69977	59.00
Geoffrey Vallejo	101	4795.101	Miscellaneous	9/13 Refund Lice	10/02/19	20.00	69978	20.00
Vance Brothers	106	5421.106	Street Maintenance	IC64825	10/02/19	72.00	69979	72.00
Water District No 1 of Johnson Co	101	5287.101	Water	9/24/19 Multiple	10/02/19	160.89	69980	1,605.41
Water District No 1 of Johnson Co	106	5287.106	Water	9/24/19 Multiple	10/02/19	1,237.77		
Water District No 1 of Johnson Co	106	5287.106	Water	1229/1391 9/19	10/02/19	116.35		
Water District No 1 of Johnson Co	106	5287.106	Water	6247 9/23/19	10/02/19	90.40		
WCA Waste Corporation	115	5235.115	Disposal Fees	990000562267	10/02/19	90.00	69981	43,263.82
WCA Waste Corporation	115	5272.115	Solid Waste Contract	990000567252	10/02/19	43,173.82		
KPERS	101	2040.101	KPERS Accrued Employee	9/23/19	09/23/19	1,871.74		
KPERS	107	5123.107	KPERS City Contribution	9/23/19	09/23/19	3,085.24		
KP&F	101	2045.101	KP&F Employee Withholding Payab	9/23/19	09/23/19	2,421.69		
KP&F	107	5131.107	KP&F City Contribution	9/23/19	09/23/19	7,495.41		
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Recurring EFT	09/20/19	1,800.00		
Wex Bank	106	53						

Item Number: Consent Agenda- II.-B.
Committee 10/7/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **September 9, 2019 Special Called Council Minutes**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ B. September 9, 2019 Special Called Council Minutes	Cover Memo

CITY OF ROELAND PARK, KANSAS
SPECIAL CALL COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, September 9, 2019 6:00 P.M.

- Mike Kelly, Mayor
- Jan Faidley, Council Member
- Jennifer Hill, Council Member
- Tim Janssen, Council Member

- Jim Kelly, Council Member
- Tom Madigan, Council Member
- Claudia McCormack, Council Member
- Michael Poppa, Council Member
- Erin Thompson, Council Member

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

Admin
Madigan
Thompson

Finance
Faidley
McCormack

Safety
Janssen
Poppa

Public Works
Hill
Kelly

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. All Governing Body members were present.

I. NEW BUSINESS

A. Discuss De-annexation of 0.7 acres of land within the City of Mission at the NE corner of Johnson and Roe

Mayor Kelly thanked the Mission City Councilmembers who have attended the meeting and stated that he appreciates the longstanding relationship that the two communities have held and they cannot let any disagreement or negotiation distract from that fact. He said that he appreciates the request that has been made to the City of Roeland Park for a sign of good faith and they intend to honor that. Mayor Kelly said they are neighbors helping neighbors and he looks forward to continued good relations moving forward.

A letter was provided to the Governing Body members of a position of response to the City of Mission.

Mayor Kelly read the letter into the record.

MOTION: CMBR HILL MOVED AND CMBR MADIGAN TO ADOPT THE LETTER TO THE CITY OF MISSION.
(MOTION CARRIED 8-0)

II. ADJOURN

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

(Roeland Park Special Call Council Meeting Adjourned)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Consent Agenda- II.-C.
Committee 10/7/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **September 16, 2019 Council Minutes**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ September 16, 2019 Council Minutes	Cover Memo

**CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, September 16, 2019 6:00 P.M.**

- | | | |
|---|---|--|
| <ul style="list-style-type: none">○ Mike Kelly, Mayor○ Jan Faidley, Council Member○ Jennifer Hill, Council Member○ Tim Janssen, Council Member | <ul style="list-style-type: none">○ Jim Kelly, Council Member○ Tom Madigan, Council Member○ Claudia McCormack, Council Member○ Michael Poppa, Council Member○ Erin Thompson, Council Member | <ul style="list-style-type: none">○ Keith Moody, City Administrator○ Jennifer Jones-Lacy, Asst. Admin.○ Kelley Nielsen, City Clerk○ John Morris, Police Chief○ Donnie Scharff, Public Works Director |
|---|---|--|

Admin Madigan Thompson	Finance Faidley McCormack	Safety Janssen Poppa	Public Works Hill Kelly
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Pledge of Allegiance

CMBR Poppa called the meeting to order and led everyone in the Pledge of Allegiance.

Mayor Kelly was absent as he was in Washington, D.C. presenting at the National League of Cities on the metro-combined efforts to solve the climate crisis.

Roll Call

City Clerk Nielsen called the role. All Councilmembers were present.

Modification of Agenda

Johnson County Commissioner Becky Fast will make a presentation at the Workshop meeting.

CMBR Madigan requested to remove Item D, Agreement with Midwest Pool Management for 2020 Season, to discuss a clause not in the agreement. This item was moved to New Business.

I. CITIZEN COMMENTS

Michael Rebne (5128 Clark Dr.) Mr. Rebne spoke to the speed of traffic on Buena Vista. He also read a letter from a neighbor into the record. He said that there is a lot of traffic on Buena Vista to 55th and the area lacks sidewalks. He would like sidewalks, a crosswalk or traffic calming measures taken on 53rd Street near Shawnee Mission Parkway.

Joe MacMillin (5242 Catalina) Mr. MacMillin also spoke to the speed of traffic on Buena Vista and said that he would also like to see traffic calming at 53rd Terrace & Buena Vista.

Cameron Bond (5139 Buena Vista) Mr. Bond addressed the speeds on Buena Vista and would like to see traffic calming measures to make the area safer.

Rudy Pappert - Mr. Pappert spoke to the area on Nall between 55th & Johnson Drive. He noted the speed limit on Nall is 25 miles an hour and there is a four-way stop at 57th Street, but between 55th to Johnson Drive there are no stop signs.

II. CONSENT AGENDA

A. Appropriations Ordinance #934

B. August 19, 2019 Minutes

C. September 3, 2019 Minutes

~~D. Agreement with Midwest Pool Management for 2020 Season~~ (Moved to New Business D)

E. 2020 Financial Auditor Change from Mize Houser

MOTION: CMBR THOMPSON MOVED AND CMBR JANSSEN SECONDED TO ADOPT THE CONSENT AGENDA AS AMENDED. (CARRIED 8-0)

III. BUSINESS FROM THE FLOOR

Applications/Presentations

1. Commissioner Fast County Update

Commissioner Fast will make her presentation at the Governing Body Workshop.

2. Parks Update

Jennifer Provyn from the Parks Committee spoke about permanent landscaping around the “See Red Run” sculpture. She showed a rendering of a design recommended by the Parks Committee and the landscaping task force. She thanked Judy Hyde for all her work and also Lamp Rynearson, the City’s landscape architect. The landscaping is included within the scope of the Phase 1 R Park work and \$3,000 has been allocated from their funds. They would like to see this work completed in October.

The trees have been removed around the tennis court, some of which were already dead. They will be replaced in 2020 and will help as they continue working on an arboretum status for the City.

They are waiting on costs for the pavilion and restroom. Those costs will come back to Parks and they will review their budget then forward recommendations to the Governing Body. They are also writing grants and need the renderings and cost information for that.

Ms. Provyn said that Sweany Park is the only park on the east side of Roe and they are discussing how to freshen it up in 2020. They would like to add a trash/recycle bin to the park and will touch base with the Sustainability Committee on that as the goal is to have that type of bin in all of the City’s parks.

Nall Park has all new amenities. The Roe House playhouse goes in this year as well as an historical plaque. There will also be one or two visually kinetic art pieces added to the rain garden this year or next. Urban Trail is coordinating a community work date to remove the invasive honeysuckle. This is planned for late October/early November. The City will publicize the date once it’s set. The trail head signs are getting tattered and they are looking to replace them. The committee is relying on Urban Trail to rebuild a section of the trail before placing permanent signs. And Parks also wants to work with the Events Committee on a celebration event for Nall Park in 2020 to highlight the improvements.

For the Roe 2020 project there will be 153 new trees going in. They are working on ensuring their continued health. Previous CMBR Megan England did some of the research and made a recommendation to Council.

CMBR Poppa thanked Ms. Provyn and the committee for volunteering their time in maintaining and beautifying the parks and also educating the Council and the public on how important it is to have these greenspaces.

IV. MAYOR'S REPORT

A. National Suicide Prevention Awareness Month Proclamation

CMBR Poppa said he was glad Roeland Park continues the discussion on suicide awareness and prevention.

Bonnie and Mickey Swade from Suicide Awareness Survivor Support, a non-profit organization was present at the meeting. They have an annual community walk and a Hope for the Holidays event in November as well as a Healing Day in April. She said they believe that suicide is everyone's business.

Tom Phillips with Suicide Awareness Survivor Support also leads Through This Together. He said he was proud to be a part of the Roeland Park community and appreciates their support.

CMBR Poppa read the proclamation into the record.

MOTION: CMBR HILL MOVED AND CMBR JANSSEN SECONDED TO ADOPT SEPTEMBER 2019 AS NATIONAL SUICIDE PREVENTION AWARENESS MONTH. (MOTION CARRIED 8-0)

(Applause & Pictures taken)

V. REPORTS OF CITY LIAISONS

No reports were given.

VI. UNFINISHED BUSINESS

No business was discussed.

VII. NEW BUSINESS

A. Photo Contest Winners

Ms. Jones-Lacy acknowledged the winners of the photo contest.

- Chelsea Johnston - 1st place winner
- Jaime David - 2nd Place.
- Heather Brantman - 3rd Place
- Bernadette Lee - 4th Place

Ms. Jones-Lacy said the winners showed good representations of all four seasons in Roeland Park. All of the photos will be featured at the Friday, December 13th Art Reception at City Hall at 6 p.m. Everyone is invited and light appetizers and non-alcoholic beverages will be served. The photos will also be featured on the City's website and social media pages as well as added to their publications. The photo contest winners will be provided gift certificates to local Roeland Park businesses.

(Photos taken and applause)

CMBR Poppa thanked the talented people who submitted their photography and congratulated to the winners. He recognized that there is a lot of talent and diversity on display in Roeland Park.

CMBR Madigan asked if the next photo contest is scheduled and added that this would be a great annual event. CMBR Poppa said the contest was not scheduled but City staff, but that the Arts Committee put it together. City Administrator Moody added that staff would look for Council's suggestion if it is something they would like to do annually and they can work on that.

All the Council agreed that they would like to do this again.

B. Appointment of Joel Marquardt to the Arts Committee and Ad-Hoc Community Center Design Committee

CMBR Poppa said that Mayor Emeritus Joel Marquardt's application for the Arts Committee will be for the remainder of 2019 and all of 2020.

MOTION: CMBR THOMPSON MOVED CMBR FAIDLEY SECONDED TO APPROVE JOEL MARQUARDT TO THE ARTS ADVISORY COMMITTEE AND THE AD-HOC COMMUNITY CENTER DESIGN COMMITTEE. (MOTION CARRIED 8-0)

C. Renew Agreement with Gilmore & Bell

Ms. Jones-Lacy said that Gilmore & Bell has been the City's bond counsel since 2011. They provide the annual disclosure reports as required by the Municipal Securities Rule-Making Board. The agreement is for a five-year renewal at \$1,750 per year or \$8,750 for five years. She added that they are experts.

CMBR Janssen asked if under Exhibit A if that is the current balance of the bonds or the issuing amount at maturity. Ms. Jones-Lacy said it is the original issuance amount.

MOTION: CMBR MADIGAN MOVED AND CMBR THOMPSON SECONDED TO APPROVE THE AGREEMENT WITH GILMORE & BELL. (MOTION CARRIED 8-0)

D. AGREEMENT WITH MIDWEST POOL MANAGEMENT FOR 2020 SEASON

CMBR Madigan said the original RFP did not include a discussion about training City staff to take over the pool in the future. He asked if there will there be an additional cost involved in that or will it be City employees following along and learning about the pool.

City Administrator Moody said if there is a formal training it will be necessary to have a formal agreement and that would more than likely come with a fee. He has posed the question to Jimmy Gibbs from Midwest Pool Management (MPM). There are certain things that he would view as proprietary but he is open to discussing a scope of shared information. They feel it would be appropriate for that to be separate from the pool management agreement. The facilities maintenance supervisor and the Parks and Recreation superintendent will work with MPM during the 2020 season.

If they get through the process of designing, bidding, and constructing improvements at the pool there will be operating manuals that come with the new amenities as well as associated training. If the Council is asking about training on how to perform life-saving efforts or water aerobics instruction, swim team

instruction, and more into programming, they would need to potentially talk with MPM about under a separate agreement or even Water's Edge.

CMBR Madigan said his question had more to do with the mechanical operation of the pool, not with programming. He said a formal agreement with MPM to train City pool staff is an excellent idea and he would like to see them move forward with that. City Administrator Moody reiterated that Mr. Gibbs is happy to work with the City but there will be some proprietary things.

MOTION: CMBR MADIGAN MOVED AND CMBR KELLY SECONDED TO APPROVE MIDWEST POOL MANAGEMENT AGREEMENT FOR THE 2020 SEASON. (MOTION CARRIED 8-0)

VIII. ORDINANCES AND RESOLUTIONS

No ordinances or resolutions were presented.

IX. REPORTS OF CITY OFFICIALS

No reports were given.

X. WORKSHOP ITEMS

No Workshop items were discussed.

XI. ADJOURN

MOTION: CMBR KELLY MOVED AND CMBR JANSSEN SECONDED TO ADJOURN. (MOTION CARRIED 8-0)

(Roeland Park City Council Meeting Adjourned)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: **Consent Agenda- II.-D.**
Committee **10/7/2019**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/6/2019
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Missouri Network Alliance LLC Franchise Agreement**
Item Type: Agreement

Recommendation:

To approve the franchise agreement with Missouri Network Alliance LLC as presented.

Details:

Staff along with the City Attorney has worked with Missouri Network Alliance LLC on the attached franchise agreement. The format is consistent with other telecommunications franchises recently approved by the City. A city cannot prohibit access to public rights of way and easements, this and the other franchise agreements provide access to these spaces according to specific terms and conditions. In exchange for use of these public areas the franchisee pays the city. This "franchise fee" has customarily been 5% of the gross receipts that the company generates from the facilities located within our City. The fee from Missouri Network Alliance LLC is proposed to be 5%. Missouri Network Alliance LLC shall pay a one time application fee of \$2,000 per the agreement.

Financial Impact

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

Additional Information

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

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
 Bluebird Franchise Agreement	Cover Memo

ORDINANCE NO. ____

AN ORDINANCE GRANTING TO MISSOURI NETWORK ALLIANCE LLC dba BLUEBIRD NETWORK A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF ROELAND PARK, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

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

SECTION 1. DEFINITIONS.

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

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

franchise to Grantee to provide telecommunications services within the City.

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

- l. "Telecommunications carrier" – means a corporation, company, individual, association of persons, their trustees, lessees or receivers that provides a telecommunications service, including, but not limited to, interexchange carriers and competitive access providers, but not including local exchange carriers certified before January 1, 1996.
- m. "Telecommunication services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

- a. There is hereby granted to Grantee this nonexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of supplying Telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.
- b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this Contract franchise. This Contract franchise does not:
 - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
 - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public right-of-way or other public property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and Grantee shall not knowingly allow the use of its

Facilities by any third party in violation of any federal, state or local law. In particular, this Contract franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.

- e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

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

- a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to, Chapter 13, Article 2 and 8 of the City's Code and amendments thereto.
- c. Grantee shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

- a. In consideration of this Contract franchise, Grantee agrees to remit to the City a franchise fee in the sum of \$1.20 per Access Line per month for each residential service Access Line served by Grantee for local exchange service within the City limits of the City and a franchise fee in the sum of \$2.00 per Access Line per month for each commercial service Access Line served by Grantee for local exchange service within the City limits of the City. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to \$1.20 per Access Line per month for each residential service Access Line and \$2.00 per Access Line per month for commercial service Access Line, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to a Gross Receipts fee in the following calendar year; provided, such Gross Receipts fee shall not exceed 5% of Gross Receipts. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety

days (90) before the end of the calendar year.

- b. Beginning January 1, 2013, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.
- c. Grantee shall pay on a monthly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the month for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City either a 9K2 (gross receipts) or 9KN (access lines) statement showing the manner in which the franchise fee was calculated.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12- 2001, and amendments thereto.
- f. The City shall have the right to examine, upon written notice to Grantee, those records necessary to verify the correctness of the franchise fees paid by Grantee.
- g. Unless previously paid, within sixty (60) days of the effective date of this Contract franchise, Grantee shall pay to the City a one-time application fee of Two Thousand Dollars (\$2,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract franchise.
- h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.
- i. Grantee shall remit an access line (franchise) fee or gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

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

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

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

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND.

- a. During the term of this Contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the state of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:
 - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.

- (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract franchise. Grantee may utilize primary and umbrella liability insurance policies to satisfy insurance policy limit requirements in this section.
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than one millions dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.
- c. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force. Grantee shall provide the City thirty (30) days prior written notice of cancellation or material change to its insurance applicable to this Contract Franchise. Upon request by the City, Grantee shall timely make available to the City the policy declarations page and a certified copy of the policy in effect, so the City may evaluate limitations and exclusions for appropriateness of overall coverage.
- d. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of fifty thousand dollars (\$50,000), payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this Contract franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall

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

SECTION 8. RESERVATION OF RIGHTS.

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

non-franchise ordinances (e.g. the City's right-of-way ordinance referenced in Section 3b of this Contract franchise, and 47 U.S.C.A 253), and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

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

SECTION 10. TERM AND TERMINATION DATE.

- a. This Contract franchise shall be effective for a term beginning on the effective date of this Contract franchise and ending on , 2028. Thereafter, this Contract franchise will automatically renew for up to eight (8) additional one (1) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- d. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract franchise upon the termination date of this Contract franchise, the parties by written mutual agreement may extend the termination date of this Contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract franchise and not as a new contract franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES.

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

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

The City:

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

Grantee:

Missouri Network Alliance LLC
Attn: President & CEO
2005 W. Broadway, Building A, Suite 215
Columbia, Missouri 65203

with copies to:

Missouri Network Alliance LLC
Attn: Director, Business Development
800 NW Chipman Road, Suite 5750
Lee's Summit, Missouri 64063

Uniti Leasing MW LLC
Attn: Legal
10802 Executive Center Dr.
Benton Building, Suite 300
Little Rock, AR 72211

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

SECTION 12. TRANSFER AND ASSIGNMENT.

This Contract franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City subject to Section 18 below or to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, or to an entity with which Grantee is under common ownership or control, upon written notice to the City. In the event of any transfer or assignment of either this Contract franchise or Grantee's business or assets, Grantee shall: timely notify the City of the successor entity; provide a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract franchise with regard to indemnity, bonding and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any coverage as a result of the transfer or assignment.

SECTION 13. CONFIDENTIALITY.

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

written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract franchise.

SECTION 14. ACCEPTANCE OF TERMS.

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

SECTION 15. PAYMENT OF COSTS.

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

SECTION 16. SEVERABILITY.

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

SECTION 17. FORCE MAJEURE.

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

SECTION 18. ASSIGNMENT

Grantee shall not assign this Agreement without the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed, except that Grantee may assign this Agreement to Uniti Leasing MW LLC ("Uniti") upon written notice to the City. Uniti is a third party beneficiary of Grantee's rights under this Agreement but solely to the extent that the fiber optic communication system and equipment of Grantee referenced herein is, in whole or in part, owned by Uniti, which ownership is permitted but shall not relieve Grantee of any of its obligations to the City under this Agreement.

SECTION 19. EFFECTIVE DATE.

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

PASSED by the City Council of the City of Roeland Park, Kansas this_____day of _____, 2019.

APPROVED by the Mayor this_____day of_____2019.

CITY OF ROELAND PARK, KANSAS

Mike Kelly, Mayor

ATTEST:

APPROVED AS TO FORM:

Kelley Bohon, City Clerk

Steven E. Mauer, City Attorney

Item Number: Consent Agenda- II.-E.
Committee 10/7/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/12/2019
Submitted By: Staff
Committee/Department: Admin.
Title: **Committee Appointment and Reappointments**
Item Type:

Recommendation:

To reappoint and or appoint:

Arts Advisory Committee (Expires 12/31 of each year)
At Least 3 Members - 2 Residents, 1 Council

Lynda Leonard
Mary Schulties

Community Events Committee (Expires 12/31 of each year)
Up to 10, 8 Members - 6 Residents, 2 Council

Angela Walsh-Fisher

Parks/Tree Advisory Committee (Expires 12/31 of each year)
At Least 5 Members - 4 Residents, 1 Council

Jennifer Provyn

Aquatic Center Advisor Committee (Expires 12/31 of each year)
6 Members - 5 Residents, 2 Council

Sara Coe
Hope Meador
Darin Hansen
Trisha Brauer

Details:

Committee Appointment and Reappointment Process

1. Staff will send out a list of all appointments to the Governing Body and all appointees whose term is set to expire around the beginning of the fourth quarter.
2. Appointees wishing to be re-appointed shall let their intentions be known to the appropriate

appointing authority (ie: Mayor or Governing Body Ward Representatives)

3. Candidates interested in appointment shall complete the interest form found online, as well as submit a current resume to the City Clerk.

4. If an incumbent candidate is not re-appointed they will be notified by the appointing authority before the council meeting at which their replacement will be approved.

5. Once a position has been filled by council action, the new appointee will be contacted by the City Clerk and provided with an orientation packet regarding their service.

6. The contact list will also be sent out whenever an update is made to that document.

Notes:

Timing of appointments: Timing of Appointments are set by ordinance, ie: Parks, Arts, Sustainability are set as a 1 year term; Board of Zoning and Planning Commission have 3 year terms. Schedule of appointment is maintained by the City Clerk's office.

All of the individuals shall be nominated by the Mayor and approved by the City Council. The terms of all members shall be for one year beginning January 1st of each year. In the event a vacancy should occur during the term of any member, his or her successor shall be appointed in the same manner for the unexpired portion of the term.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

Engages the public in community events and decision making.

How does item benefit Community for all Ages?

Provides perspective in decision making from a wide range of age groups.

ATTACHMENTS:

Description	Type
☐ Volunteer Applications	Cover Memo
☐ Jennifer Probyn	Cover Memo
☐ Trisha Brauer	Cover Memo

Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Mon 10/10/2016 4:11 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	10/10/2016
Name:	Mary Schulteis
Daytime Phone Number:	
Evening Phone Number:	
Address:	5347 Nall Avenue Roeland Park, Kansas 66202 United States of America
Place of Employment:	Retired
How long have you been a resident of Roeland Park?:	I think 12 years
How much time do you have to devote per month?:	Many hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I love the arts committee. I am interested in promoting the arts for Roeland Park and bringing more art to Roeland Park. Our city is know for the wonderful culture we have here and I want to continue to promote it. I am very motivated and love to promote our City to make it the best it can be.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If any):	I love working with all the people on the art committee. They are the best.
File Upload:	
HTML:	

Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Fri 11/4/2016 9:51 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

📎 1 attachments (78 KB)

ljl-Resume1-11216.pdf;

Committee Volunteer Application Form

Email:	
Date:	11/04/2016
Name:	Lynda J Leonard
Daytime Phone Number:	
Evening Phone Number:	
Address:	4921 Southridge Drive Roeland Park, KS 66205 United States of America
Place of Employment:	Lynda Leonard Studio
How long have you been a resident of Roeland Park?:	1 year
How much time do you have to devote per month?:	4921 Southridge Drive
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I am interested in the Art Committee. I am an artist, have a MA degree in Ceramics/Sculpture and Jewelry from Fort Hays State University. A BFA in Ceramics, Jewelry from Emporia State University. I bought the house built in 1920 because it has a wonderful area that is my art studio. I was active with the Hays Arts Council when I had my gallery/studio in Hays and very much want to be part of the Roeland Park community and support is with the broad experience and training I have in the arts. I also worked in several of the art galleries in Santa Fe, NM when I lived there in the 1990's.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If	

Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Fri 3/22/2019 2:37 PM

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

Committee Volunteer Form

Date	3/22/2019
First Name	Angela
Last Name	Walsh-Fisher
Address	5048 Mission Rd.
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Johnson County Developmental Supports
How long have you been a resident of Roeland Park?	Since December
How much time do you have to devote per month?	8 hours
Board & Committee Interest	I love my community and helping with event planning.
Select a Board or Committee	Events
Additional Comments	Field not completed.
Resume	<u>Resume 2019.pdf</u>

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

Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Wed 6/12/2019 12:23 PM

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

Committee Volunteer Form

Date	6/12/2019
First Name	Sara
Last Name	Coe
Address	5346 Sherwood Dr.
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	KCKPS
How long have you been a resident of Roeland Park?	15 years
How much time do you have to devote per month?	1-2 hours
Board & Committee Interest	We use the pool daily in the summer. I'm excited about the city upgrading the amenities available to residents.
Select a Board or Committee	Pool Advisory Board
Additional Comments	Field not completed.
Resume	Field not completed.

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

Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Thu 5/30/2019 11:18 PM

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

Committee Volunteer Form

Date	5/30/2019
First Name	Hope
Last Name	Meador
Address	4012 Elledge Drive
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	SMG
How long have you been a resident of Roeland Park?	15 years
How much time do you have to devote per month?	2 hours
Board & Committee Interest	My kids love the RP pool and it is such a great place in our city. I want to do a little something to help out.
Select a Board or Committee	Pool Advisory Board
Additional Comments	Field not completed.
Resume	Field not completed.

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

Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Thu 5/30/2019 6:54 PM

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

Committee Volunteer Form

Date	5/30/2019
First Name	Darin
Last Name	Hansen
Address	5130 Mission Road
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	St. Agnes Catholic School
How long have you been a resident of Roeland Park?	10 Years
How much time do you have to devote per month?	2- 4 hours and as required for this advisory board.
Board & Committee Interest	I want to lend my support to help increase the success of the Roeland Park Aquatic Center as it transitions to a new funding model and leadership oversight. I believe there are ways to improve the pool and want to collaborate with city officials as well as advisory board members. My previous experiencing managing an aquatic center would be an asset to my work on this board. I look forward to helping guide the RPAC future.
Select a Board or Committee	Pool Advisory Board
Additional Comments	<i>Field not completed.</i>
Resume	<u>Resume of Darin Hansen RP Pool Committee.pdf</u>

Committee Volunteer Application

wordpress@roelandpark.net on behalf of

City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Tue 10/20/2015 10:58 AM

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	10/20/2015
Name:	Jennifer Provyn
Daytime Phone Number:	
Evening Phone Number:	
Address:	<u>5523 Sherwood Drive</u> <u>Roeland Park, KS 66205</u> <u>United States of America</u>
Place of Employment:	Children's Mercy Hospital
How long have you been a resident of Roeland Park?:	3 years
How much time do you have to devote per month?:	10-15 hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I have investment property in Roeland Park, so have a vested interest in the integrity of the surrounding community. Maintaining viable, clean green space attracts and retains a higher caliber of people, which positively affects resale values. Fiduciary reasons aside, I walk to 4 of the parks daily with my dogs, so enjoy them and enjoy seeing other people also using them.
Select which Board or Committees you are interested in serving on: (only one per application):	Parks
Additional, comments: (If any):	
File Upload:	
HTML:	

Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Wed 6/12/2019 12:23 PM

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

Committee Volunteer Form

Date	6/12/2019
First Name	Trisha
Last Name	Brauer
Address	5318 Rosewood Drive
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Self employed
How long have you been a resident of Roeland Park?	11 years
How much time do you have to devote per month?	4 hours
Board & Committee Interest	To get to know more residents of Roeland Park, work to improve our community, and have some fun along the way!
Select a Board or Committee	Pool Advisory Board
Additional Comments	Field not completed.
Resume	Trisha Brauer Auction Resume_19.docx

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

Item Number: Applications/Presentations- A.-1.
Committee 10/7/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 10/4/2019
Submitted By: Staff
Committee/Department: Arts Committee
Title: **Arts Committee Update**
Item Type: Report

Recommendation:

Chair of the Arts Committee Marek Gliniecki will provide an update on the Arts Committee activities. He will also request approval of a sculpture in Nall Park.

Details:

The Art Committee in conjunction with the Parks Committee are recommending placing "Eucalyptus" by Vadim Kharchenko (VK Sculptures) in Nall Park. An image of the sculpture is attached. The cost is \$3,300 plus shipping and handling. Funds will come from the City's budget for public art.

Staff and the Art Committee would like to know how the Governing Body would like to handle the approval and purchase of public art in the future. You can:

- 1) Have the Art Committee make recommendations and the Council would approve any public art selection and placement; or
- 2) Allow the Art Committee to make a recommendation and any sculpture valued at \$7,500 or less the City Administrator can approve the selection and placement.

It is staff's opinion that the Council would approve any public art selections and placement for the City as these are city funds. However, if there is a preference to have fewer people in the decision-making process, delegating this authority as mentioned in the second option is another option.

Financial Impact

Amount of Request: \$3,300	
Budgeted Item?	Budgeted Amount: \$25,000
Line Item Code/Description: 5217.101 - Public Art	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Eucalyptus	Exhibit



Item Number: Mayor's Report- IV.-A.
Committee 10/7/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: George Knipp, Jan Duncan, Jared Luebe and Thomas
Duncan 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
George Knipp, Jan Duncan, Jared Luebe and Thomas Duncan	



Proclamation

George Knipp, Jan Duncan, Jared Luebe and Thomas Duncan Proclamation

On this day, October 7, 2019, we recognize and honor four Roeland Park citizens, George Knipp, Jan Duncan, Jared Luebe and Thomas Duncan, who have donated their professional time, talents and resources for substantial work on the City's R Park shelters and the "See Red Run!" sculpture.

WHEREAS; Parks are essential to the mental and physical wellness of residents of all ages by providing recreational opportunities, space for city events, inspirational public art, and shelters for community gatherings in the out-of-doors; and

WHEREAS; Our own City's parks and programs help build a stronger City of Roeland Park by connecting individuals, families and groups through the power of play and community engagement; and

WHEREAS; These following four Roeland Park citizens have helped make substantial improvements in the City's R Park by donating their architectural, construction and engineering time, talents and resources:

George Knipp, Architect By donating his professional architectural services for the design concept of the R Park small shelters, pavilion, and restrooms;

Jan Duncan, Construction Contractor By donating the labor in the construction of the two small shelters; by donating the materials and labor in the construction of the sculpture foundation; and by donating the equipment and labor for the installation of the sculpture;

Jared Luebe, Engineer By donating engineered sketches for the sculpture foundation; and

Thomas Duncan, Mechanical Engineer By donating the metal materials for four decorative panels on the two small shelters; and by donating the machine time and the labor to cut the decorative panel patterns; and

WHEREAS; The Governing Body is aware that the generous efforts of these individuals, working together with the City of Roeland Park, the Parks Committee, the Arts Committee, Citizens Fundraising Initiative for R Park and the Citizens Sculpture Work Group, have helped move important R Park projects forward;

NOW, THEREFORE, I, Mayor Mike Kelly, on behalf of the Governing Board, do hereby proclaim Roeland Park's sincerest expression of gratitude to these four professionals and further proclaim October 9, 2019 as "**George Knipp, Jan Duncan, Jared Luebe, and Thomas Duncan Day**" in Roeland Park and urge all citizens to recognize and thank these individuals for their exemplary community service.

MIKE KELLY
Mayor

Item Number: Mayor's Report- IV.-B.
Committee 10/7/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Energy Efficiency Day 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
☐ Energy Efficiency Day Proclamation	Cover Memo



Proclamation

Energy Efficiency Day

WHEREAS, energy efficiency is the cheapest, quickest, and cleanest way to meet our energy needs and reduce utility bills for residential, business, and industrial customers; and

WHEREAS, smarter energy use reduces the amount of electricity we need to power our lives, which helps avoid power plant emissions that can harm our health, pollute our air, and warm our climate; and

WHEREAS, cutting energy waste saves U.S. consumers billions of dollars on their utility bills annually, up to \$500 per household from appliance efficiency standards alone; and

WHEREAS, implementing energy efficiency and other green building policies and initiatives, including the U.S. Green Building Council's LEED green building program, helps boost economic opportunities and job creation while continuing to move toward a sustainable future; and

WHEREAS, more than 2.3 million Americans work in the energy efficiency sector in local, good-paying, clean energy jobs that can't be outsourced and increasing efficiency will create more of them; and

WHEREAS, for cities and states tackling harmful pollution, energy efficiency can get them about halfway toward their climate goals; and

WHEREAS, a nationwide network of energy efficiency groups and partners has designated the first Wednesday in October as the national annual Energy Efficiency Day; and

WHEREAS, together the residents of Roeland Park can continue to contribute to our sustainability efforts by learning more about energy efficiency and practicing smarter energy use in their daily lives;

THEREFORE I, Mayor Mike Kelly do hereby proclaim October 2, 2019, as

"ENERGY EFFICIENCY DAY"

in Roeland Park and urge citizens to join us in supporting our clean energy goals and moving toward more energy efficiency now and in the future.

MIKE KELLY
Mayor

Item Number: Mayor's Report- IV.-C.
Committee 10/7/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Kansas Family and Community Education Week 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
☐ C. Kansas Family and Community Education Week Proclamation	Cover Memo



Proclamation

Kansas Family and Community Education Week

WHEREAS; Kansas Association for Family and Community Education is an independent nonprofit organization instituted for the purpose of enriching Kansas families; and

WHEREAS; the mission of the Kansas Association for Family Community Education is strengthening individuals, families and communities through: Continuing Education, Developing Leadership, and Community Action; and

WHEREAS; in Kansas during the past year 44 counties with 84 Family Community Education groups and approximately 900 members received continuing education through family and community education;

NOW, THEREFORE, I, Mike Kelly, Mayor of Roeland Park, do hereby proclaim the week of

October 13th – 19th of 2019, as

Kansas Family and Community Education Week

In Roeland Park, Kansas and urge all citizens to join in this observation.

MIKE KELLY
Mayor