

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

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

Brauer
Hill

Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Citizens Comments

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

II. Consent Agenda

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

A. Appropriations Ordinance #956

- B. Council Minutes August 3, 2020
- C. ROW Agreement with Johnson County Wastewater
- III. **Business From the Floor**
 - A. **Applications / Presentations**
- IV. **Mayor's Report**
 - A. Diaper Needs Awareness Week Proclamation
- V. **Workshop and Committee Reports**
- VI. **Reports of City Liaisons**
 - A. Stormwater Management Advisory Council (Donnie Scharff and Tom Madigan, Jan Faidley)
- VII. **Unfinished Business**
- VIII. **New Business**
 - A. Approve School Resource Officer Service Agreement
- IX. **Ordinances and Resolutions:**
 - A. Ordinance No. 998 Updating City Code Regarding Political Signs
- X. **Reports of City Officials:**
 - A. COVID-19 Update
- XI. **Workshop Items:**

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

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

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

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

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

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

Item Number: Pledge of Allegiance- -A.
Committee 8/17/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

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

Item Type:

Recommendation:

See instructions to log in below.

Details:

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

Roeland Park City Council Meeting and Workshop

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

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

You can also dial in using your phone.

United States (Toll Free): 1 877 568 4106

Access Code: 719-374-005

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

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

Please use these tips while listening in:

- 1) Please be sure to mute yourself.
- 2) We recommend logging in a couple minutes early to test the app. The meeting will be recorded.

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

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

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

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Consent Agenda- II.-A.
Committee 8/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #956**
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 #956	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

Monday, August 17, 2020

Appropriation Ordinance - 08/17/2020 - #956

An Ordinance making Appropriation for the payment of certain claims. Be it ordained by the Governing Body of the City of Roeland Park, Kansas:

Section 1: That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the City Treasury the sum required for each claim.

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this 17th day of August, 2020.

Attest:

Redacted for Privacy

City Clerk

Mayor

Total Appropriation Ordinance

\$

447,323.38

Appropriation Ordinance - 08/17/2020 - #956

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, LLC	101	5214.101	Other Contracted Services	561357132	08/05/20	242.76	71055	242.76
American Equipment Co.	106	5211.106	Maintenace & Repair Equipment	38521	08/12/20	21.64	71084	21.64
Shawnee Mission Tree Service, Inc	106	5263.106	Tree Maintenance	43838	08/12/20	5,800.00	71085	5,800.00
Aspen Lawn Care Inc.	110	5262.110	Grounds Maintenance	47724	08/05/20	150.00	71056	150.00
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	144111	08/05/20	440.80	71057	440.80
Bernie Electric Wholesale, Inc.	106	5210.106	Maintenace & Repair Building	S100079872001	08/05/20	70.06	71058	70.06
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761115873	08/12/20	1,866.43	71086	1,866.43
Blue Sky Cleaners	102	5224.102	Laundry Service	8/1/20	08/12/20	193.50	71087	193.50
Boelte-Hall, LLC	101	5208.101	Newsletter	23661	08/04/20	876.32	32579	876.32
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1053825	08/12/20	259.95	71088	668.80
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1057638	08/12/20	408.85		
Breeden Holdings, LLC	106	5260.106	Vehicle Maintenance	1057521	08/05/20	174.95	71059	789.80
Breeden Holdings, LLC	106	5260.106	Vehicle Maintenance	1057545	08/05/20	614.85		
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	8346 7/24/20	08/05/20	32.50	71060	32.50
Redacted for Privacy	101	5282.101	Property Tax Rebate Program	8/11/20 Rebate	08/12/20	495.47	71089	495.47
Cross Bobcat and Con	101	4210.101	Street Cutting Permit	7/25/20 Refund	08/05/20	85.00	71061	85.00
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	8032012052	08/05/20	257.96	71062	257.96
EquipmentShare.com Inc.	106	5421.106	Street Maintenance	KCM3127930002	08/12/20	1,579.45	71090	1,579.45
Evergy	220	5201.220	Electric	7/24/20 Multiple	08/05/20	289.74	71063	1,970.10
Evergy	106	5290.106	Street Light Electric	7/24/20 Multiple	08/05/20	1,680.36		
Jan Faidley	108	5206.108	Travel Expense & Training	8/26/20 Br.Pap.T	08/05/20	27.24	71064	27.24
Galls, LLC	102	5308.102	Clothing & Uniforms	16047969	08/05/20	25.15	71065	25.15
GBA Architects Engineers	370	5457.370	CARS 2020 - Roe	59281	08/12/20	22,808.15	71091	22,808.15
Jennifer Hill	108	5206.108	Travel Expense & Training	8/5/20 Exp	08/12/20	465.68	71092	465.68
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	4380	08/12/20	1,240.00	71093	1,240.00
Johnson County Wastewater	101	5288.101	Waste Water	7/30/20 Multiple	08/12/20	132.62	71094	784.94
Johnson County Wastewater	106	5288.106	Waste Water	7/30/20 Multiple	08/12/20	185.62		
Johnson County Wastewater	220	5288.220	Waste Water	7/30/20 Multiple	08/12/20	466.70		
KS Assn. for Court Management	103	5405.103		3/4/20 70525	08/05/20	(50.00)	70525	(50.00)
KAW Valley Engineering Inc.	370	5457.370	CARS 2020 - Roe	C33240	08/12/20	9,650.50	71095	11,016.75
KAW Valley Engineering Inc.	300	5472.300	R Park Development Plan	C33239	08/12/20	169.00		
KAW Valley Engineering Inc.	300	5472.300	R Park Development Plan	C33241	08/12/20	1,197.25		
Kansas Judicial Council	103	5305.103	Dues, Subscriptions, & Books	40597	08/05/20	275.00	71066	275.00
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	70437	08/05/20	230.40	71067	230.40
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	6/20	08/12/20	840.00	71096	2,763.00
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	7/20	08/12/20	1,923.00		
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	320001010000007	08/12/20	11,534.20	71097	32,430.67

Lamp, Rynearson & Assoc., Inc.	300	5421.300	Street Maintenance	320001020000007	08/12/20	2,450.92		
Lamp, Rynearson & Assoc., Inc.	290	5425.290	Other Capital Outlay	320001030000004	08/12/20	2,783.00		
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	320001040000002	08/12/20	2,122.40		
Lamp, Rynearson & Assoc., Inc.	450	5442.450	Building Improvement	320001030000004	08/12/20	548.60		
Lamp, Rynearson & Assoc., Inc.	300	5468.300	2020 Stormwater-57th and Roelanc	319001050000005	08/12/20	6,543.30		
Lamp, Rynearson & Assoc., Inc.	300	5472.300	R Park Development Plan	319001040000017	08/12/20	5,200.25		
Lamp, Rynearson & Assoc., Inc.	300	5472.300	R Park Development Plan	319001060000008	08/12/20	1,248.00		
The Legal Record	101	5204.101	Legal Printing	L86885	08/05/20	23.70	71068	23.70
Lippert Mechanical Service Corp	101	5210.101	Maintenance & Repair Building	SI2068504	08/12/20	2,242.11	71098	2,242.11
Mauer Law Firm PC	101	5215.101	City Attorney	206005	08/05/20	9,367.00	71069	9,367.00
MegaKC	300	5472.300	R Park Development Plan	695RPAR20200731	08/05/20	230,064.07	71070	230,064.07
Midwest Pool Management	220	5210.220	Maintenance & Repair Building	23974	08/05/20	688.75	71071	688.75
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	8/20	08/05/20	42,278.00	71072	42,278.00
Midway Ford Truck Center Inc	106	5211.106	Maintenace & Repair Equipment	R10031713601	08/05/20	3,412.28	71073	3,412.28
David A Mootz	105	5206.105	Travel Expense & Training	7/1-7/24/20 Mile	08/05/20	12.31	71074	12.31
Optiv Security	102	5214.102	Other Contracted Services	INV100151289	08/05/20	55.53	71075	55.53
Wex Bank	106	5302.106	Motor Fuels & Lubricants	66858517	08/04/20	256.15	32580	256.15
T2 Holdings, LLC	102	5214.102	Other Contracted Services	100264087	08/05/20	23.63	71076	47.25
T2 Holdings, LLC	105	5214.105	Other Contracted Services	100264087	08/05/20	23.62		
Riteway Maintenance & Supply, LI	101	5214.101	Other Contracted Services	20585	08/05/20	930.00	71077	930.00
George Schlegel	101	5230.101	Art Commissioner	Recurring Check	08/01/20	100.00	71051	100.00
Staples	101	5301.101	Office Supplies	8059157887	08/12/20	63.40	71099	63.40
Terminix Processing Center	106	5214.106	Other Contracted Services	398715984	08/05/20	24.00	71078	24.00
TransUnion Risk & Alternative	102	5214.102	Other Contracted Services	457712020071	08/12/20	50.00	71100	50.00
Tyler Technologies, Inc.	103	5410.103	Technology Upgrades	25303568	08/05/20	2,500.00	71079	3,000.00
Tyler Technologies, Inc.	103	5410.103	Technology Upgrades	25305022	08/05/20	500.00		
US BANK	510	5203.510	Printing & Advertising	Jones-Lacy 8/20	08/12/20	104.00	71101	3,500.75
US BANK	102	5206.102	Travel Expense & Training	Morris 8/20	08/12/20	795.00		
US BANK	105	5206.105	Travel Expense & Training	Nielsen 8/20	08/12/20	99.00		
US BANK	101	5214.101	Other Contracted Services	Jones-Lacy 8/20	08/12/20	104.86		
US BANK	103	5214.103	Other Contracted Services	Jones-Lacy 8/20	08/12/20	32.74		
US BANK	220	5214.220	Other Contracted Services	Mootz 8/20	08/12/20	45.32		
US BANK	110	5262.110	Grounds Maintenance	Nichols 8/20	08/12/20	469.28		
US BANK	110	5262.110	Grounds Maintenance	VandenBos 8/20	08/12/20	67.48		
US BANK	101	5267.101	Employee Related Expenses	Jones-Lacy 8/20	08/12/20	25.00		
US BANK	101	5267.101	Employee Related Expenses	VandenBos 8/20	08/12/20	58.91		
US BANK	101	5301.101	Office Supplies	Nielsen 8/20	08/12/20	43.63		
US BANK	101	5305.101	Dues, Subscriptions, & Books	Nielsen 8/20	08/12/20	672.00		
US BANK	290	5307.290	Other Commodities	Mootz 8/20	08/12/20	24.95		
US BANK	106	5308.106	Clothing & Uniforms	VandenBos 8/20	08/12/20	54.14		
US BANK	106	5318.106	Tools	Mootz 8/20	08/12/20	42.50		
US BANK	103	5403.103	Office Equipment	Jones-Lacy 8/20	08/12/20	845.96		
US BANK	300	5470.300	Park Maint/Infrastructure	VandenBos 8/20	08/12/20	15.98		

USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	394019	08/12/20	1,879.20	71102	1,879.20
Vance Brothers	106	5421.106	Street Maintenance	IG00003671	08/05/20	492.00	71080	492.00
Verizon Wireless	102	5202.102	Telephone	9859343223	08/05/20	327.72	71081	447.75
Verizon Wireless	104	5202.104	Telephone	9859343223	08/05/20	80.02		
Verizon Wireless	106	5202.106	Telephone	9859343224	08/05/20	40.01		
Watchmen Security Services, LLC	106	5210.106	Maintenace & Repair Building	48498	08/05/20	25.00	71082	25.00
Water District No 1 of Johnson Co	106	5287.106	Water	1229 7/27/20	08/05/20	45.58	71083	45.58
WCA Waste Corporation	115	5272.115	Solid Waste Contract	990000700390	08/12/20	43,173.82	71103	43,173.82
Waste Management	300	5470.300	Park Maint/Infrastructure	6483648579	08/12/20	184.59	71104	184.59
Forte	101	5214.101	Other Contracted Services	7/31/20 All Acct	08/01/20	42.97		42.97
KPERS	101	2040.101	KPERS Accrued Employee	8/10/20	08/10/20	2,411.41		2,411.41
KPERS	101	2050.101	Insurance Withholding Payable	8/10/20	08/10/20	193.06		193.06
KPERS	107	5123.107	KPERS City Contribution	8/10/20	08/10/20	3,737.20		3,737.20
KP&F	101	2045.101	KP&F Employee Withholding Payab	8/10/20	08/10/20	2,213.85		2,213.85
KP&F	101	2050.101	Insurance Withholding Payable	8/10/20	08/10/20	70.97		70.97
KP&F	107	5131.107	KP&F City Contribution	8/10/20	08/10/20	6,790.17		6,790.17
Open Edge	101	5214.101	Other Contracted Services	7/31/20	08/01/20	425.96		425.96
Wex Bank	102	5302.102	Motor Fuels & Lubricants	8/5/20 EFT	08/05/20	1,516.98		1,516.98

\$ 447,323.38

Item Number: Consent Agenda- II.-B.
Committee 8/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

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

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
□ Council Minutes August 3, 2020

Type
Cover Memo

**CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, August 3, 2020 6:00 P.M.**

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

Admin

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Finance

McCormack
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Safety

Rebne
Faidley

Public Works

Kelly
Dickens

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

Public Hearing

Mayor Kelly opened the public hearing to approve the 2021 budget.

City Clerk Nielsen called the roll for the public hearing. CMBR McCormack was absent; all other Governing Body members were present.

Mayor Kelly provided the opportunity for public comment and no one commented. The hearing was then closed.

Pledge of Allegiance

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

Roll Call

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

Modification of Agenda

CMBR Kelly requested Item X. A, Ordinance 997, Amendment that Allows Firepits in Roeland Park be added to the Consent Agenda.

I. Citizens Comments

Sharon Obenland (4739 Catalina) Ms. Obenland spoke on behalf of the Safe and Welcoming Roeland Park Committee and the ordinance petitioners. She thanked the Mayor and Council for working to pass Resolution 682 on racial equity and looks forward to supporting the Ad Hoc Police Policy Review Committee as well as the Racial Equity and Diversity Ad Hoc Committee.

Andrea Klingner (3712 W. 52nd Terr.) Ms. Klingner said she is also on the Safe and Welcoming Roeland Park Committee. She thanked the Governing Body for including the immigrants of color in the resolution on racial equality. She also spoke to her own family as immigrants and said they would have appreciated having an ordinance like this in place on racial equality when they came here.

CMBR Hill read a public comment from Linda Mordan (4908 Sycamore) into the record.

“Mayor and City Councilors, please include immigrants and migrants of color in the racial equity resolution that is currently under review. Our nation’s views toward immigrants and migrants have resulted in discriminatory policies and social relations based on race and ethnicity. I want Roeland Park to be welcoming to all regardless of skin color or national origin. I’ve been so proud of our town as you made the decision to provide PPE for people. And now we have the opportunity to again lead and show that we care for all people within the borders of our City. Thank you for being inclusive. Linda Mordan.”

II. Consent Agenda

- A. Appropriations Ordinance #955
- B. Council Minutes July 6, 2020
- C. Ordinance 997: Amendment that Would Allow Fire Pits in Roeland Park (Moved from Item X. A)

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

III. Business from the Floor

There were no items presented.

IV. Mayor’s Report

A. Distinguished Budget Award

The City of Roeland Park was awarded the Distinguished Budget Presentation Award for the second year in a row from the Government Finance Officers Association. Mayor Kelly stated his appreciation of the work that has gone into the budget by staff to make it as exceptional as it is.

Ms. Jones-Lacy thanked the Mayor for his comments.

V. Workshop and Committee Reports

No reports were given.

VI. Reports of City Liaisons

- A. MARC - Bike & Pedestrian (Jan Faidley)
- B. MARC - First Tier Suburbs (Jan Faidley and Claudia McCormack)

Reports from the MARC meetings were included in the packet

C. COVID-19 Update

Mayor Kelly acknowledged the work of the Governing Body, the City staff, and the Police Department in providing free PPE to residents, workers, and the patrons of Roeland Park businesses. He said it shows a proactive approach and he appreciates that.

Ms. Jones-Lacy said they have given to residents, and some have come into City Hall to make a request. Their Police Department was also giving them to businesses, and this has been a well-received process. She said it is good for Roeland Park, the residents, and their businesses.

She also said that this week Shawnee Mission Schools select a learning model for instruction, whether that be in-person or remote, and is to be completed by Wednesday, August 5th. They are planning to start school after Labor Day.

VII. Unfinished Business

A. Appoint Advisors to the Police Policy Review Committee

Mayor Kelly said they have received a lot of outstanding applications but could only select six given their ordinance on ad hoc committees. They do have an opportunity to provide advisors. He said he spoke with Fred Jones, Sr., a member of the Johnson County NAACP, who is a great source of knowledge and lived experience of relations with people of color within Johnson County. He felt that a representative from that group would serve them well on the committee. He also asked the Governing Body to consider El Centro President/CEO Irene Caudillo as an advisor to the committee representing the Latino community in Johnson and Wyandotte Counties.

CMBR Faidley asked they are permitted to add additional advisors once the committee is formed. Mayor Kelly said there is no prohibition per the ordinance regarding the timing of appointment of advisors.

CMBR Rebne asked if someone was not appointed to the committee and wanted to come and share ideas and speak would there be a process for that. Mayor Kelly said the process will be consistent with other committees and likely provide the opportunity for public comment. He also wanted to make certain the public knows the meetings are open and there will be no executive sessions of the ad hoc committee. The recommendations of the committee will come before the Governing Body which always provides for public comment.

CMBR Madigan said he believed in his previous experience on ad hoc committees that appointments do not need to come before Council. Mayor Kelly and City Administrator Moody clarified that all appointments come from the Governing Body.

MOTION: CMBR MADIGAN MOVED AND CMBR HILL SECONDED TO APPROVE FRED JONES, JR. (NAACP) AND IRENE CAUDILLO (EL CENTRO) AS ADVISORS TO THE POLICE POLICY REVIEW COMMITTEE. (MOTION CARRIED 7-0.)

VIII. New Business

A. Consider Adoption of the FY 2021 Budget

Mayor Kelly thanked everyone for having substantive and productive discussions on budget objectives, prioritization, as well as feasibility although they did not always agree. He said they arrived at the right budget for Roeland Park for 2021.

CMBR Madigan commented that capping the mill levy at the present rate while requesting a doubling of the sales tax on the November ballot will prevent him from voting in support of the budget because he does not believe this is the will of his constituents. He added that he cannot agree with borrowing money when there is money in the bank.

MOTION: CMBR HILL MOVED AND CMBR FAIDLEY SECONDED TO ADOPT THE 2021 BUDGET. (MOTION CARRIED 6-1 WITH CMBR MADIGAN VOTING NO.)

B. Appoint Racial Equity Ad Hoc Committee Members from Governing Body

Mayor Kelly said they have received several applications from City residents and anticipates receiving more. They are limited by ordinance as to the makeup of that committee, and he wanted to provide an opportunity to let all residents who may be interested apply knowing that there will be more applications than spots.

CMBR Faidley requested to let CMBR Dickens take her spot on this committee.

CMBR Madigan asked if by appointing a fourth Councilmember would that allow for two more citizens to be on the committee. Mayor Kelly said that is correct, but the reason it was not done was to make the committee a manageable size.

CMBR Faidley suggested that if there was sufficient interest for citizens to serve, she will be happy to serve as well. The Governing Body will wait on an appointment of CMBR Faidley to see if there are enough applications to require her appointment.

CMBR Madigan asked who decides who is chosen and who is not chosen to represent the ad hoc committee. Mayor Kelly said the appointment process is appointment by the Mayor followed by confirmation from the Governing Body. Mr. Madigan asked if they could see the applications of those who were not picked, and it seems the committee itself could have some input. Mr. Madigan agreed to discuss this at another time.

MOTION: CMBR FAIDLEY MOVED AND CMBR DICKENS SECONDED TO APPOINT CMBR DICKENS, CMBR REBNE, AND MAYOR KELLY TO SERVE AS THE ELECTED REPRESENTED TO THE RACIAL EQUITY AD HOC COMMITTEE. (MOTION CARRIED 7-0.)

C. Appoint Brittnay Noriega to the Arts Committee

Mayor Kelly noted Ms. Noriega has done an exemplary job of running a community pantry at the Boulevard Apartments and he is excited for her to be more involved with the City.

MOTION: CMBR HILL MOVED AND CMBR MADIGAN SECONDED TO APPOINT BRITTNAY NORIEGA TO THE ARTS COMMITTEE. (MOTION CARRIED 7-0)

IX. Workshop Items

No items were presented.

X. Ordinances and Resolutions

A. ~~Ordinance 997: Amendment that Would Allow Fire Pits in Roeland Park~~ *(This item was moved to the Consent Agenda.*

B. Resolution 682: Resolution on Racial Equality

Mayor Kelly thanked the Governing Body, community members, and others outside of the Roeland Park community for providing comments on this resolution. He said he is looking forward to moving on these action items but said this is not the end but a prelude to the beginning.

CMBR Rebne stated this is an important resolution and he appreciates everything that is in it to acknowledge that black people and people of color have spent their lives throughout history making sure their lives matter. To say “Black Lives Matter” in the resolution is important and echoed the Mayor’s statement that this is an intermediate step to make sure they are taking action on equity. He said that the history of racialized segregation continues. He said one of the vestiges of that is the way the schools are funded through property taxes and the unequal nature of that which gives them a flavor of how challenging it can be to lean into the equity issues. He wants to make sure that they have the knowledge to handle those tough conversations.

CMBR Faidley thanked everyone who contributed to this resolution with their comments, residents who work in Roeland Park and those who shop in the City. She said their first job as a Council is to listen and believes this ad hoc committee will begin with the listening process and hopes that suggestions for concrete steps and action items will come out of this process.

CMBR Madigan said he’s seen a lot of changes since the Equal Rights Amendment of 1964 was passed. He said that while it is important that they have people of color on the committee who have experienced issues of inequality, it is very important to have people of color of different age groups because what was discrimination in the 60s is much different than what it is today and they need to be able to draw on all experiences.

MOTION: CMBR REBNE MOVED AND CMBR HILL SECONDED TO APPROVE RESOLUTION 682. (MOTION CARRIED 7-0.)

XI. Reports of City Officials

City Administrator Moody said with the adoption of the budget, they will press forward in developing what they anticipate being the third year of an award-winning budget document for the City.

The Police Policy Review Committee is set for an introductory meeting on August 6. They will establish a chair and co-chair at that time.

Staff will be submitting reimbursement requests to Johnson County for CARES Act fund for expenses they have incurred related to COVID-19. The county is still working to clarify what is included for reimbursement. With regard to whether those distributions can then be given to businesses, the City would need to be responsible for those sub-distributions and ensure that whoever received those distributions used the funds in concert with the federal requirements, and would require them to make certain they were being used in compliance with the CARES Act restrictions.

They have reached out to local organizations that provide food, utility and rent assistance to assess the magnitude of need. Mr. Moody said he realized the Governing Body would like to be able to provide assistance to the local residents and local businesses, but they need to make sure if they do they do not put the City at risk of running afoul of federal restrictions.

Ms. Jones-Lacy reported that the Comprehensive Plan is on the agenda for the next Workshop and Confluence will be at the meeting to help guide the conversation. There will not be a fee from them for this work session. She thanked everyone who has contacted her stating their requests for items they would like to hear more about at that meeting.

XII. Adjourn

MOTION: CMBR MADIGAN MOVED AND CMBR REBNE SECONDED TO ADJOURN. (MOTION CARRIED 7-0)

(Roeland Park City Council Meeting Adjourned at 6:52 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Consent Agenda- II.-C.
Committee 8/17/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 7/29/2020
Submitted By: Donnie Scharff
Committee/Department: Public Works
Title: **ROW Agreement with Johnson County Wastewater**
Item Type: Agreement

Recommendation:

Approve ROW agreement with Johnson County Wastewater.

Details:

Johnson County Wastewater and Roeland Park are not currently entered into a ROW agreement which is common for utility companies (commonly referred to as Franchise Agreements). The ROW agreement spells out responsibilities when city projects impact waste water infrastructure or when waste water projects impact city infrastructure.

The agreement sets precedent for how we work together through street and storm improvement projects. It clearly spells out what the reimbursable costs to the city are and it lowers the time of the reimbursement and puts JCW and the city in a legally binding contract to guarantee repayment. This is an effort to work together and only disturb an area once without having to re-do or disturb a project area multiple times that would increase costs and potentially upset residents where the project occurred.

This is an agreement the County uses with all municipalities and the County is reluctant to negotiate its contracts for one city because another city could see this change and request changes of their own. The agreement states that the County is indemnifying Roeland Park in Section 25.

Current cities that have this agreement with JCW

- Leawood
- Mission
- Mission Woods
- Mission Hills
- Merriam
- Westwood

- Overland Park
- Prairie Village

The goal is to have all cities within JCW service area signed on to the same agreement. This allows JCW to treat everyone the same and reimburse cities for JCW work in ROW equally across the board. The BOCC likes to see the partnership between the County and the City.

Financial Impact

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

Additional Information

The City Attorney has reviewed and approves the agreement as to form.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 ROW Agreement with Johnson County Wastewater	Cover Memo

**AN AGREEMENT BETWEEN
BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS,
AS THE GOVERNING BODY OF JOHNSON COUNTY WASTEWATER
AND
ROELAND PARK, KANSAS
FOR MANAGING THE USE AND OCCUPANCY OF PUBLIC RIGHT-OF-WAY**

THIS AGREEMENT, made and entered into as of ____ day of _____, 2020 by and between the City of Roeland Park (the "**City**") and the **Board of County Commissioners of Johnson County, Kansas, as the Governing Board of Johnson County Wastewater** (the "**County**").

1. General.

- 1.1 The general intent is for the County and the City to cooperate in the management of the facilities within the right-of-way of the City.
- 1.2 This Agreement is entered into pursuant to K.S.A. 12-2908.

2. Purpose.

- 2.1 To recognize the City's primary role as chief steward of the right-of-way and its duty to its citizens to recover the administrative costs of managing the right-of-way and incursions into it;
- 2.2 To clarify and manage conditions of occupancy and construction for the County occupying space within the City's right-of-way given the anticipated use of the right-of-way by the County;
- 2.3 To recognize the necessity for sound management practices in light of the use of the right-of-way and the fact that the right-of-way is a limited resource;
- 2.4 To minimize disruption, visual impact or inconvenience to the public, and to preserve the public health, safety and welfare; and
- 2.5 To comply with state and federal legislation.

3. Definitions.

- 3.1 For purposes of this Agreement, the following words and phrases shall have the meaning given herein:
 - 3.1.1 "***Abandoned Facilities***" means those facilities owned by the County that are not in use and will not be utilized by the County in the future.
 - 3.1.2 "***Affiliate***" means any person controlling, controlled by or under the common control of the County.

- 3.1.3 "**City**" means the City of Roeland Park, Kansas, a municipal corporation and any duly authorized representative.
- 3.1.4 "**City Engineer**" means the City Engineer, of Roeland Park, or the authorized representative.
- 3.1.5 "**Construct**" means and includes construct, install, erect, build, affix or otherwise place any fixed structure or object, in, on, under, through or above the right-of-way.
- 3.1.6 "**Day**" means calendar day unless otherwise specified.
- 3.1.7 "**Emergency**" means a condition that (a) poses a clear and immediate danger to life or health, or of a significant loss of property; or (b) requires immediate repair or replacement in order to restore service to a user.
- 3.1.8 "**Excavate**" means and includes any cutting, digging, excavating, tunneling, boring, grading or other alteration of the surface or subsurface material or earth in the right-of-way.
- 3.1.9 "**Facility**" means lines, pipes, irrigation systems, wires, cables, conduit facilities, poles, towers, vaults, pedestals, boxes, appliances, antennae, transmitters, gates, meters, appurtenances, or other equipment.
- 3.1.10 "**Governing body**" means the Mayor and the City Council of the City of Roeland Park, Kansas.
- 3.1.11 "**Governmental entity**" means any county, township, city, town, village, school, library district, road district, drainage or levee district, sewer district, water district, fire district or other municipal corporation, quasi-municipal corporation or political subdivision of the State of Kansas or of any other state of the United States and any agency or instrumentality of the State of Kansas or of any other state of the United States or of the United States.
- 3.1.12 "**Loss**" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with or claimed to arise out of or be connected with this Agreement, any permit issued under this Agreement, or any action connected with the performance of the permitted work whether arising before or after the completion of the work.
- 3.1.13 "**Parkway**" means the area between a property line and the street curb, sometimes called boulevard, tree-shelf, or snow-shelf.

- 3.1.14 "**Pavement**" means and includes Portland cement concrete pavement, asphalt concrete pavement, asphalt treated road surfaces and any aggregate base material.
- 3.1.15 "**Person**" means any natural or corporate person, business association or business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.
- 3.1.16 "**Public improvement**" means any project undertaken by the City for the construction, reconstruction, maintenance, or repair of any public infrastructure, and including without limitation, streets, alleys, bridges, bikeways, parkways, sidewalks, sewers, drainage facilities, traffic control devices, street lights, public facilities, public buildings or public lands.
- 3.1.17 "**Public lands**" means any real property owned by the City that is not right-of-way.
- 3.1.18 "**Public Works Director**" means the City Administrator of the City of Roeland Park, Kansas, or the authorized representative.
- 3.1.19 "**Repair**" means the temporary construction work necessary to make the right-of-way useable.
- 3.1.20 "**Repair and restoration**" means those costs associated with repairing and restoring the public right-of-way because of damage caused by the County and its contractors and/or subcontractors in the right-of-way.
- 3.1.21 "**Restoration**" means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition, or better, that existed before the commencement of the work.
- 3.1.22 "**Right-of-way**" means the area on, below or above the present and future City streets, bridges, and parkways and the curbs and sidewalks adjacent thereto. The term "right-of-way" does not include any platted right-of-way on the private property between homes that is not adjacent to City streets, bridges and parkways.
- 3.1.23 "**Right-of-way Permit**" means the authorization to excavate for the construction, installation, repair or maintenance of any type of facility within the right-of-way.
- 3.1.24 "**Routine Service Operation**" means a work activity that makes no material change to the facilities and does not disrupt traffic.

3.1.25 "**Service**" means the removal and treatment of wastewater and sanitary waste for persons by the County in accordance with statute by means of facilities located in whole or in part in the right-of-way.

3.1.26 "**Street**" means the pavement and sub-grade of a City residential, collector or arterial roadway.

4. Policy.

- 4.1 The County shall utilize the right-of-way in a manner that maximizes the efficient use of and conserves the right-of-way and minimizes the burden on the right-of-way, physically and aesthetically. Any use of the right-of-way within the City by the County shall be subject to the terms and conditions hereof, in addition to other applicable federal, state or local requirements.
- 4.2 The County shall use the right-of-way in accordance with this Agreement, and shall be limited to the use that the County has been granted by state statute. These rights are for the exclusive use of the County.
- 4.3 This Agreement also is designed to manage occupancy and regulate excavations in the right-of-way by providing, among other things, for the issuance of permits.
- 4.4 If any of the rules, regulations, policies, ordinances and other criteria described herein are subsequently adopted or amended by the City in manner that creates a conflict with any provision of this Agreement and said conflict adversely affects the operation of the County, then the parties to this Agreement shall make a good faith effort to renegotiate those provisions of this Agreement that directly relate to said conflict.

5. Administration.

- 5.1 The Public Works Director is the principal City official for administration of right-of-way permits for work and excavations made in the right-of-way. The Public Works Director may delegate any or all of the duties hereunder.

6. Requirements of County.

- 6.1 The County shall designate a local person familiar with the facilities who will act as a local agent for the County and will be responsible for satisfying information requirements of this Agreement. The County shall present to the City the agent's name, address, telephone number, fax number and email address. The agent shall be the person to whom relocation notices and other such notices shall be sent, and with whom rests the responsibility to facilitate all necessary communications.
- 6.2 The County shall participate in any joint planning, construction and advance notification of right-of-way work, including coordination and consolidation of street cut work. In addition, the County shall cooperate with other users of the right-of-way and the City for the best, most efficient, most aesthetic and least obtrusive

use of the right-of-way, consistent with safety, and to minimize traffic and other disruptions, including street cuts.

6.3 The mapping requirements of the County shall be:

6.3.1 The County shall keep and maintain accurate records and as-built drawings depicting accurate location of all its facilities constructed, reconstructed, or relocated in the right-of-way after the effective date of this Agreement.

6.3.2 Such information shall be made available through the Johnson County Automated Integrated Mapping Systems (AIMS). Any reasonably necessary information not available through AIMS shall be timely provided upon request by the City in a format reasonably approved by the City.

6.3.3 Such mapping and identification shall be at the sole expense of the County.

7. **County's Right to Sell, Transfer, Lease, Assign, Sublet or Dispose.**

7.1 The County shall not sell, transfer, lease, assign, sublet or dispose of its facilities, or any portion thereof, that is located in City right-of-way, or any right, title or interest in the same, by ordinary sale, consolidation or otherwise, without notice to the City.

8. **Use of the Right-of-Way.**

8.1 The County's use of the right-of-way is subject to the City's imposition of conditions upon the County's use or occupation of the right-of-way within reasonable exercise of its police powers. Without limitation of its rights, the City expressly reserves the right to exercise its governmental powers now and hereafter vested in or granted to the City.

8.2 The County shall coordinate the placement of future facilities in a manner that minimizes the adverse impact on any public improvement. Where placement is not regulated, the facilities shall be placed with adequate clearance from public improvements so as not to impact or be impacted by such public improvement as defined in the City's Manual of Standard Construction Details available in the office of the Public Works Director.

8.3 The County shall consider any request made by the City concerning placement of facilities in private easements in order to limit or eliminate future street improvement relocation expenses or to address aesthetic concerns.

8.4 All County facilities shall be located so as not to permanently disrupt or interfere with any pipes, drains, sewers, irrigation systems, or other structures or public improvements already installed. In addition, the County shall, in doing work in connection with its facilities, avoid, so far as may be practicable, disrupting or interfering with the lawful use of the right-of-way or other public lands of the City.

- 8.5 All new facilities of the County shall be designed to minimize interference with the use of right-of-way and public lands. The City, through its Public Works Director, shall have the right to review and comment upon the location, design and nature of the facility prior to its being installed.
- 8.6 The Public Works Director may assign specific corridors within the right-of-way, or any particular segment thereof as may be necessary, for each type of facility that is currently or, pursuant to current technology, the Public Works Director expects will someday be located within the right-of-way. All right-of-way permits issued by the Public Works Director shall indicate the proper corridor for the County's new or relocated facilities. If any County facilities are currently in the right-of-way in a position at a variance with the designated corridors, the County shall, no later than at the time of next reconstruction or excavation of the area where its facilities are located, move the facilities to its assigned position within the right-of-way, if mutually agreed upon by Public Works Director and the County, upon consideration of such factors as the remaining economic life of the facilities, public safety, user service needs and hardship to the County.
- 8.7 All earth, materials, sidewalks, paving, and crossings other public improvements damaged or removed by the County shall be fully repaired or replaced promptly by the County at its sole expense and to the reasonable satisfaction of the City. Upon determination by the Public Works Director that such repair or replacement is a public safety matter, all such repair or replacement shall be commenced within twenty-four (24) hours of notice from the City, or the Public Works Director may direct the City to make such repair or replacement and bill the County for the City cost. The Public Works Director has the authority to inspect the repair or replacement of the damage, and, if necessary, to require the County to do any necessary additional work.
- 8.8 In connection with any public improvement undertaken by the City, the County shall pay for all manhole adjustment costs and shall provide the City with all appropriate riser rings.
- 8.9 All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of a County's facilities in the right-of-way shall be in accordance with applicable federal, state and local law and regulations, including those promulgated by national trade associations commonly associated with the service provided by the County. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this Agreement may be in addition to or stricter than such minimum standards. The Public Works Director may require that any drawings, plans and/or specifications submitted be certified by a Kansas registered professional engineer stating that such drawings, plans and/or specifications comply with all applicable technical codes, rules and regulations, unless such plans are based directly on nationally recognized codes, which are appropriately cited, and attested to on the plans by the signature of an authorized official of the organization applying for the permit.

- 8.10 The County shall cooperate promptly and fully with the City and take all reasonable measures necessary to provide accurate and complete on-site information regarding the nature and horizontal and vertical location of its facilities located within the right-of-way, when requested by the City or its authorized agent for a public improvement. Such location and identification shall be at the sole expense of the County without any expense to the City, its employees, agents, or authorized contractors.

9. Facility Relocation.

- 9.1 The County shall promptly remove, relocate or adjust any facilities located in a private easement or in right-of-way if facilities pre-dated the existence of the right-of-way, as directed by the City, for a public improvement, at City expense, by moving such facilities to areas within the expanded right-of-way or within remaining private easements or remaining portions of such easements not condemned by nor disclaimed to the City to avoid conflict with City construction and improvements. The County shall disclaim those parts of its easements which lie within the expanded right-of-way. Should the City, in the future, elect to require the County to again relocate its facilities to other areas within the expanded right-of-way, the cost of any such future relocation shall be borne by the City.
- 9.2 Unless the County Facilities predate the existence of the right-of-way, the County shall promptly remove, relocate or adjust any facilities located in the right-of-way as directed by the City for a public improvement or when reasonably required by the City by reason of public health, safety or welfare. Such removal, relocation, or adjustment shall be performed by the County and the cost of the same shall be allocated as follows:
- 9.2.1 For any CARS funded project, the City and the County shall share 50%-50% in the cost of relocation of County facilities, including the cost of design.
- 9.2.2 For any SMAC funded project, the City and the County shall share 25% (City) -75% (County) in the cost of relocation of County facilities.
- 9.2.3 When relocation is necessary for non-SMAC and non-CARS funded projects being constructed on property annexed by the City after 1995, as well as property annexed in the future, the City and the County will share the cost of the relocation of County facilities on a 50%-50% basis.
- 9.2.4 For projects constructed on pre-1996 annexed property that does not utilize CARS and SMAC funding, the County will pay 100% of the cost of relocation of its facilities.

A flow chart graphically depicting the allocations set forth above, is attached hereto, as Exhibit A, and is incorporated herein by reference. Relocations shall be specifically subject to rules, regulations and schedules of the City. The County shall proceed with relocations with due diligence upon notice from the City.

- 9.3 The parties acknowledge that prior to entering into this Agreement, the City routinely included the relocation of County facilities whenever undertaking a public improvement. In the past, the design, bid letting, and construction of the relocated County facilities was completed by the City. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and agree that the City shall, at the request of the County, continue to include the relocation of the County's facilities whenever a public improvement requires the relocation of County facilities. Upon receipt of a payment request from the City that documents actual relocation costs incurred, the County shall promptly reimburse the City for any and all relocation costs attributable to the design, bid letting, and construction of the County's facilities according to the cost formulas set forth in Sections 9.1 and 9.2 above. For purposes of this Section 9.3, the City shall act on its own behalf and not as the County's agent in connection with contracting for relocations undertaken pursuant to this Section 9.3 and the County shall have no duty or obligation to indemnify the City or its agents or contractors for any Loss arising out of work associated with relocations undertaken pursuant to this Section 9.3. The City agrees that it shall not, in any document, represent that it is acting as the County's agent in connection with the relocation of the County's facilities.
- 9.4 As soon as working drawings are available for public improvements that may require the County to relocate its facilities, the City shall provide the County with written notice of potential relocations and the anticipated bid letting date of said improvement. The County shall respond with any conflicts and a proposed construction schedule within thirty (30) days.
- 9.5 Following notice by the City in the form of the delivery of final design plans for such public improvements, the County shall remove, and relocate its facilities in accordance with the mutually agreed upon schedule, provided the project is not delayed by adverse weather conditions and other factors beyond the control of the County. The County shall notify to the City, in writing, that its facilities have been relocated or adjusted in accordance with project plans provided by the City.
- 9.6 Any damages suffered by the City, to the extent caused by County's failure to timely relocate or adjust its facilities, or failure to properly relocate or adjust such facilities, shall be borne by the County.
- 9.7 It is the intent of this section for both the City and the County to cooperate with one another so that the need for facility relocation is minimized and, when required and feasible, relocations may be completed prior to receipt of bids by the City for a public improvement.

10. Protection of the Public.

- 10.1 It shall be the responsibility of the County to take adequate measures to protect its facilities in the right-of-way from harm and damage.

- 10.2 The City shall not be liable for any damage to or loss of any of the County's facilities within the right-of-way as a result of or in connection with any construction, excavation, grading, filling or work of any kind, including public improvements by or on the behalf of the City, except to the extent caused by the negligent, willful, intentional, or malicious acts or omissions of the City.
- 10.3 The County shall be responsible to the City and its agents, representatives, and authorized contractors for all damages suffered by them including, but not limited to, delay damages, repair costs, construction delays, penalties or other expenses of any kind arising out of the failure of the County to perform any of its obligations under this Agreement to the extent caused by the acts or omissions of the County.
- 10.4 The City or its authorized contractors shall be responsible for taking reasonable precautionary measures including calling for facility locations when constructing public improvements.
- 10.5 If the County makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley or other right-of-way, and shall leave any part or portion thereof open, or shall leave any part or portion thereof disrupted with rubbish, building or other material during construction and/or the night time, the County shall cause the same to be enclosed with good substantial and sufficient barricades or drums equipped with the appropriate type warning lights and orange safety fencing material which is properly secured around the excavation or the disruption.
- 10.6 Whenever the County excavates the full width of any street, sidewalk, alley, driveway approach or other right-of-way, it shall be its duty to maintain an adequate passage for vehicles and pedestrians across or around the excavation until it is refilled as specified.
- 10.7 Any excavation left open overnight on any thoroughfare or collector type street shall be securely covered, if possible. The County assumes the sole responsibility for maintaining proper barricades, plates, safety fencing and/or lights as required from the time of opening of the excavation until the excavation is surfaced and opened for travel.
- 10.8 The Public Works Director, upon the review and approval of a plan and details for trimming trees in the right-of-way, may grant permission by permit to the County to trim trees upon and overhanging the right-of-way so as to prevent the branches of such trees from coming in contact with the work of the County.
- 10.9 The parties acknowledge that the City desires to preserve existing trees located within the right-of-way. If, in the opinion of the Public Works Director, a contemplated installation or relocation of the County's facilities is detrimental to the health and safety of the mature trees along the proposed alignment of the County's facilities, the City and the County will discuss alternative alignments that would avoid damage to the trees. Any anticipated additional costs to be incurred by

the County, that are attributable to the agreed upon proposed alignment, will be allocated between the parties by agreement.

- 10.10 Upon the appropriate request of any person having satisfied City procedure and ordinances, the County shall remove, raise, or lower its above ground facilities temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering shall be paid by the person requesting the same, and the County may require such payment in advance. The County must be given not less than fifteen (15) days' written notice from the person detailing the time and location of the moving operations, and not less than twenty-four (24) hours' advance notice from the person advising of the actual operation.
- 10.11 Upon reasonable notification, the County will raise, lower, or otherwise adjust any facility in the City right-of-way due to City maintenance and repair operations. Unless the County facilities predate the existence of the right-of-way, there will be no cost to the City for this work.

11. Right-of-way Vacation.

- 11.1 If the City vacates a right-of-way which contains the facilities of the County, and if the vacation does not require the relocation of the County's facilities, the City shall reserve, to and for itself and the County, an easement for the right to install, maintain and operate any facilities in the vacated right-of-way and to enter upon such vacated right-of-way at any time for the purpose of reconstructing, inspecting, maintaining or repairing the same.
- 11.2 If the vacation requires the relocation of facilities, and
 - 11.2.1 If the vacation proceedings are initiated by the County, the County must pay the relocation costs.
 - 11.2.2 If the vacation proceedings are initiated by the City, the County must pay the relocation costs unless otherwise agreed to by the City and the County.
 - 11.2.3 If the vacation proceedings are initiated by a person other than the County or the City, such other person must pay the relocation costs in accordance with the City's Right-of-Way Management Ordinance.

12. Abandoned and Unusable Facilities.

- 12.1 The County must either:
 - 12.1.1 Keep record of its abandoned facilities located in the right-of-way, or
 - 12.1.2 Remove its abandoned facilities located in the right-of-way, and replace or restore any damage or disturbance caused by the removal at its own expense.

13. Permit Requirement.

- 13.1 Except as otherwise provided, the County will not excavate any right-of-way or conduct any repair, construction, or reconstruction of facilities located within the right-of-way without first having obtained the appropriate right-of-way permit.
- 13.2 No permit shall be required to perform routine service operations which do not require excavation in the right-of-way and do not disrupt traffic for more than four (4) hours.
- 13.3 A right-of-way permit will be obtained for emergency situations. If due to an emergency it is necessary for the County to immediately perform work in the right-of-way, and it is impractical for the County to first get the appropriate permit, the work may be performed, and the required permit shall be obtained as soon as possible during the next City working day.
- 13.4 The County will not excavate the right-of-way beyond the date or dates specified in the right-of-way permit unless the County:
 - 13.4.1 Makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and,
 - 13.4.2 A new right-of-way permit or permit extension is granted.
- 13.5 Right-of-way permits issued shall be conspicuously displayed by the County at all times at the indicated work site and shall be available for inspection by the Public Works Director, other City employees and the public.
- 13.6 Prior to the commencement of excavation, the County shall identify and locate any buried facilities to be spray painted according to the Uniform Color Code required by the Kansas One Call.
- 13.7 All excavations by the County shall have a metal marker inserted into the excavation of the restored pavement, which shall identify the County.
- 13.8 If the County is found to be working in the public right-of-way without a permit, the County will be directed to stop work until a permit is acquired and properly posted at the work site. The only exception allowed is for emergency repair work.
- 13.9 If the County is found to be working without providing for required safety and traffic control, it will be directed to stop work until the appropriate measures are implemented in accordance with the current edition of the Manual on Uniform Traffic Control Devices.

14. Permit Applications.

- 14.1 Application for a right-of-way permit shall be submitted to the Public Works Director either by the County or by the person who will do the work and/or excavation in the right-of-way.
- 14.2 Right-of-way applications shall contain receipt of the following:
 - 14.2.1 Submission of a completed permit application form, including all required attachments, sketches or scaled drawings showing the location and area of the proposed project and the location of all existing and proposed facilities at such location; and
 - 14.2.2 A traffic control plan if necessary.
- 14.3 All applications shall be processed within the timeframes required by state and federal law.

15. Liability Insurance, Performance and Maintenance Bond Requirement.

- 15.1 The County shall require any contractor performing work on behalf of the County to carry liability insurance with an insurance company licensed to do business in Kansas. The City shall be named as additional insured on said policies. The amount will be not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate. The insurance will 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 to the extent caused or alleged to have been caused by the negligent acts or omissions of the County and its contractor.
- 15.2 A copy of the Liability Insurance Certificate for the District's sub-contractor must be on file with the City Clerk.

16. Fees.

- 16.1 The County will pay no right-of-way permit fee.
- 16.2 The City will pay no plan review fee for any City project.

17. Issuance of Permit.

- 17.1 When the Public Works Director determines that the County has satisfied the requirements of this Agreement, the Public Works Director shall issue a right-of-way permit.
- 17.2 The Public Works Director may impose reasonable conditions upon the issuance of a right-of-way permit and the performance of the County's work in order to protect the public health, safety and welfare, to ensure the structural integrity of the right-

of-way, to protect the property and safety of other users of the right-of-way, and to minimize the disruption and inconvenience to the traveling public.

- 17.3 Issued permits are not transferable.
- 17.4 Except for a relocation of the County's facilities under Section 9.3 of this Agreement, if work is being done for the County by another person, a contractor or otherwise, the person doing the work and the County shall be liable and responsible for all damages, obligations, and warranties herein described.

18. Permitted Work.

- 18.1 The County shall not make any cut, excavation or, grading of right-of-way other than excavations necessary for emergency repairs without first securing a right-of-way permit.
- 18.2 The County shall not at any one time open or encumber more of the right-of-way than shall be reasonably necessary to enable the County to complete the project in the most expeditious manner.
- 18.3 The County shall, in the performance of any work required for the installation, repair, maintenance, relocation and/or removal of any of its facilities, limit all excavations to those excavations that are necessary for efficient operation.
- 18.4 The County shall not permit such an excavation to remain open longer than is necessary to complete the repair or installation.
- 18.5 The County shall notify the City no less than three (3) working days in advance of any construction, reconstruction, repair, location or relocation of facilities which would require any street closure or which reduces traffic flow to less than two (2) lanes of moving traffic for more than four (4) hours. Except in the event of an emergency as reasonably determined by the County, no such closure shall take place without notice and prior authorization from the City.
- 18.6 Non-emergency work on arterial and collector streets may not be accomplished during the hours of 7:00 AM to 8:30 AM and 4:00 PM to 6:00 PM, in order to minimize disruption of traffic flow.
- 18.7 All work performed in the right-of-way or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected at the County's expense. Such signage shall be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices, unless otherwise agreed to by the City.
- 18.8 The County shall identify and locate any underground facilities in conformance with the Kansas Underground Utility Damage Prevention Act "Kansas One Call" system, and notice shall be provided directly to Kansas City Power and Light

(KCPL) or to the Traffic Operations section of the Public Works Department with respect to any municipal traffic signal and street light systems, as appropriate.

- 18.9 The County shall be liable for any damages to underground facilities due to excavation work prior to obtaining location of such facilities, or for any damage to underground facilities that have been properly identified prior to excavation. The County shall not make or attempt to make repairs, relocation or replacement of damaged or disturbed underground facilities without the approval of the owner of the facilities.
- 18.10 Whenever there is an excavation by the County, the County shall be responsible for providing adequate traffic control to the surrounding area as determined by the Public Works Director. The County shall perform work on the right-of-way at such times that will allow the least interference with the normal flow of traffic and the peace and quiet of the neighborhood.
- 18.11 All facilities and other appurtenances laid, constructed and maintained by the County shall be laid, constructed and maintained in accordance with acceptable engineering practice and in full accord with any and all applicable engineering codes adopted or approved by the parties and in accordance with applicable statutes of the State of Kansas, as well as the rules and regulations of any other local, state or federal agency having jurisdiction over the parties.
- 18.12 Following completion of permitted work for new construction, the County shall keep, maintain and provide to the City accurate records and as-built drawings, drawn to scale as accurately depicting the location of all utility facilities constructed pursuant to the permit. When available to the County, maps and drawings provided will be submitted in AUTOCAD.DXF or AUTOCAD.DWG automated formats, or in hard copy otherwise. The Public Works Director may waive this requirement. Such information shall be subject in all respects and shall have the benefit of protection as set forth in Section 6.3 above.
- 18.13 The City may use the as-built records of the County's facilities in connection with public improvements.

19. Right-of-way Repair and Restoration.

- 19.1 The work to be done under the right-of-way permit and the repair and restoration of the right-of-way as required herein must be completed within the dates as specified in the permit. However, in the event of circumstances beyond the control of the County or when work was prohibited by unseasonable or unreasonable conditions, the Public Works Director may extend the date for completion of the project upon receipt of a supplementary application for a permit extension.
- 19.2 All earth, materials, sidewalks, curbs, paving, crossing, utilities, public improvement or improvements of any kind damaged or removed by the County shall be fully repaired or replaced promptly by the County at its sole expense and the reasonable satisfaction of the City. The Public Works Director has the authority

to inspect the repair or replacement of the damage, and if necessary, to require the County to do the additional necessary work. Notice of the unsatisfactory restoration and the deficiencies found will be provided to the County and a reasonable time not to exceed fifteen days will be provided to allow for the deficiencies to be corrected, unless parties agree to an extension.

- 19.3 After any excavation, the County shall, at its expense, restore all portions of the right-of-way to the same condition or better condition than it was prior to the excavation thereof.
- 19.4 In addition to repairing its own street cuts, the County must restore any area within five feet (5') of the new street cut that has previously been excavated, including the paving and its aggregate foundations.
- 19.5 If the County fails to restore the right-of-way in the manner and to the condition required by the Public Works Director, or fails to satisfactorily and timely complete all restoration the City may, at its option, serve written notice upon the County that, unless within five (5) days after serving of such notice, a satisfactory arrangement can be made for the proper restoration of the right-of-way, the City may take over the work and prosecute same to completion, by contract or otherwise at the expense of the County, and the County shall be liable to the City for any and all excess cost assumed by the City by reason of such prosecution and completion.
- 19.6 If during excavation, the County leaves any debris in the right-of-way, the County shall be responsible for providing safety protection in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and any applicable federal or state requirement.
- 19.7 If an excavation cannot be back-filled immediately and must be left unattended, the County shall securely and adequately cover the unfilled excavation. The County has sole responsibility for maintaining proper barricades, safety fencing and/or lights as required, from the time of the opening of the excavation until the excavation is surfaced and opened for travel.
- 19.8 In restoring the right-of-way, the County guarantees its work and shall maintain it for thirty-six (36) months following its completion. Any necessary restoration work shall be completed within a reasonable time, not to exceed thirty (30) calendar days, of the receipt of notice from the Public Works (not including days during which work cannot be done because of circumstances constituting Force Majeure or days when work is prohibited as unseasonable or unreasonable.

20. Supplementary Applications.

- 20.1 A right-of-way permit shall be valid only for the area of the right-of-way specified within the permit. The County may not cause any work to be done outside the area specified in the permit, except as provided herein. If the County determines that an area greater than that which is specified in the permit must be excavated, the County will apply to amend the permit.

- 20.2 A right-of-way permit shall be valid only for the dates specified in the permit. The County may not commence work before the permit start date or, except as provided herein, continue working after the end date. If the County does not complete the work by the permit end date, the County must apply for and receive a new right-of-way permit or a permit extension for additional time.

21. Other Obligations.

- 21.1 The County shall perform all work in full accord with any and all applicable engineering codes adopted or approved by the parties and in accordance with applicable statutes of the State of Kansas, or any other local, state or federal agency having jurisdiction over the parties. The County shall perform all work in conformance with all applicable codes and established rules and regulations and shall be responsible for all work done in the right-of-way pursuant to its permit, regardless by whom the work is done by.
- 21.2 Except in cases of an emergency and with approval of the Public Works Director, no right-of-way work may be done when conditions are unreasonable for such work.
- 21.3 The County shall not disrupt a right-of-way such that the natural free and clear passage of water through the gutters or other waterways is interfered with. Private vehicles may not be parked within or next to the permit area.

22. Denial of Permit.

- 22.1 The Public Works Director may deny a permit to protect the public health, safety and welfare, to prevent interference with the safety and convenience of ordinary travel over the right-of-way, or when necessary to protect the right-of-way and its users. The Public Works Director, at his/her discretion, may consider one or more of the following factors in denial of the permit.
- 22.1.1 The extent to which the right-of-way space where the permit is sought is available;
- 22.1.2 The competing demands for the particular space in the right-of-way;
- 22.1.3 The availability of other locations in the right-of-way or in other right-of-way for the facilities of the County;
- 22.1.4 The applicability of any ordinance or other regulations that affect location of facilities in the right-of-way;
- 22.1.5 The degree of disruption to surrounding communities and businesses that will result from the use of that part of the right-of-way;
- 22.1.6 The condition and age of the pavement, which was constructed or reconstructed within the preceding five (5) years;

- 22.1.7 The balancing of costs of disruption to the public and damage to the right-of-way, against the benefits to that part of the public served by the construction in the right-of-way;
- 22.1.8 Whether the issuance of a right-of-way permit for the particular dates and/or time requested would cause a conflict or interferes with an exhibition, celebration, festival, or any other event. In exercising this discretion, the Public Works Director shall be guided by the safety and convenience of anticipated travel of the public over the right-of-way.
- 22.2 Notwithstanding the above provisions, the Public Works Director may in his/her discretion issue a right-of-way permit in any case where the permit is necessary to:
 - 22.2.1 Prevent substantial economic hardship to a user of the County's service;
 - 22.2.2 Allow such user to materially improve the service provided by the County.

23. Revocation/Breach of Permit.

- 23.1 If the Public Works Director determines that the County has committed a substantial breach of any condition placed on the right-of-way permit, the Public Works Director shall make a written demand upon the County to remedy such breach. The demand shall state that the continued breach may be cause for revocation of the permit, or legal action if applicable. Further, a substantial breach, as stated above, will allow the Public Works Director, at his/her discretion, to place additional or revised conditions on the right-of-way permit, specifically related to the manner in which the breach is cured by the County. Within five (5) calendar days of receiving notification of the breach, the County shall contact the Public Works Director with a plan, acceptable to the Public Works Director, for correction of the breach. County's failure to contact the Public Works Director, County's failure to submit an acceptable plan, or County's failure to reasonably implement the approved plan shall be cause for immediate revocation of the right-of-way permit.
- 23.2 The County holds right-of-way permits issued pursuant to this Agreement as a privilege and not as a right. The City reserves its right, as provided herein, to revoke any right-of-way permits, without refund of the permit fee, in the event of a substantial breach of the terms and conditions of any law or the right-of-way permit. A substantial breach shall include, but not be limited to the following:
 - 23.2.1 The violation of any material provision of the right-of-way permit;
 - 23.2.2 An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
 - 23.2.3 Any material misrepresentation of any fact in the permit application;

- 23.2.4 The failure of the County's contractors to maintain the required insurance;
 - 23.2.5 The failure to complete the work in a timely manner;
 - 23.2.6 The failure to correct a condition indicated on an order issued pursuant to this Agreement;
 - 23.2.7 Repeated traffic control violations; or
 - 23.2.8 Failure to repair facilities damaged in the right-of-way.
- 23.3 If a right-of-way permit is revoked, the County shall also reimburse the City for the City's reasonable costs, including administrative costs, restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

24. Work Requirements and Inspections.

- 24.1 Any excavation, back filling, repair and restoration, and all other work performed in the right-of-way shall be done in conformance with the City's Manual of Standard Construction Details as promulgated by the Public Works Director.
- 24.2 The County shall notify the office of the Public Works Director upon completion of the authorized work permit.
- 24.3 The County will notify the Public Works Director to schedule an inspection at the start of back filling. Upon completion of all right-of-way restoration activities, the County will schedule a closeout inspection.
- 24.4 When any corrective actions required have been completed and inspected to the Public Works Director's satisfaction, the thirty-six (36) month maintenance period will begin.
- 24.5 In addition to the required scheduled inspections, the Public Works Director may choose to inspect the ongoing permitted work in the right-of-way at any time to ensure that all requirements of the approved permit are being met by the County.
- 24.6 At the time of any inspection, the Public Works Director may order the immediate cessation of any work which poses a serious threat to the life, health, safety, or well-being of the public. The Public Works Director may issue a citation to the County for any work which does not conform to the applicable standards, conditions, code or terms of the permit. The citation shall state that failure to correct the violation will be cause for revocation of the permit.

25. Indemnification.

- 25.1 The County shall indemnify, defend and hold harmless the City, its council members, officers, employees, agents, contractors, or suppliers from and against all

loss, as defined by this Agreement, where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the County, its employees, agents, contractors or suppliers in the execution of work under this Agreement or any permit issued to the County hereunder. This indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature. Nothing contained herein shall be deemed to impose any obligation to indemnify the City for relocation of County facilities undertaken by the City pursuant Section 9.3 of this Agreement.

25.2 The parties agree to timely notify one another of any such claim, demand, suit, proceeding, and/or action by providing written notice via certified mail. Nothing herein shall be deemed to prevent the City from participating in the defense of any litigation by its own counsel at its own expense.

25.3 Nothing in this section shall be deemed to impose liability on the County to indemnify the City for loss when the City's negligence or other actionable fault is the sole cause of loss.

25.4 The issuance of a permit by the City shall in no event be deemed an act of negligence on the part of the City.

26. Force Majeure.

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

27. Federal, State and City Jurisdiction.

27.1 This Agreement shall be construed in a manner consistent with all applicable federal, state, and local laws. Notwithstanding any other provisions of this Agreement to the contrary, the construction, operation and maintenance of the County's facilities shall be in accordance with all laws and regulations of the United States, the state and any political subdivision thereof, or any administrative agency thereof, having jurisdiction. In addition, the County shall meet or exceed the most stringent technical standards set by regulatory bodies, including the City, now or hereafter having jurisdiction. The County's rights are subject to the police powers of the City to adopt and enforce this Agreement necessary to the health, safety, and welfare of the public. The County shall comply with all applicable laws enacted pursuant to that power. Finally, failure of the County to comply with any applicable law or regulation may result in a forfeiture of any permit or authorization granted in accordance with this Agreement.

28. Severability.

28.1 If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

29. City's Failure to Enforce.

29.1 The City's failure to enforce or remedy any noncompliance of the terms and conditions of this Agreement or of any permit granted hereunder shall not constitute a waiver of the City's rights nor a waiver of the County's obligation as herein provided.

30. Enforcement.

30.1 The breach of, any provision of this Agreement is hereby deemed to be grounds for revocation of the permit to operate within the City.

30.2 The City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of this Agreement. In addition to any other remedies, the City Attorney may institute injunction, mandamus or other appropriate action or proceeding to correct a breach of this Agreement.

31. Reservation of Rights.

31.1 In addition to any rights specifically reserved to the City by this Agreement, the City reserves unto itself every right and power which is required to be reserved by a provision of any ordinance, permit or other authorization granted under this Agreement. The City shall have the right to waive any provision of this Agreement, or any permit or other authorization granted hereunder, except those required by federal or state law, if the City determines as follows: (a) that it is in the public interest to do so; and (b) that the enforcement of such provision will impose an undue hardship on the County. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the City. Further, the City hereby reserves to itself the right to intervene in any suit, action or proceeding involving the provisions herein.

31.2 Notwithstanding anything to the contrary set forth herein, the provisions of this Agreement shall not infringe upon the rights of the County pursuant to any applicable state or federal statutes, including, but not limited to the right to occupy the right-of-way.

32. Successors and Assigns.

32.1 The City and the County bind themselves, their successors, assigns, and legal representatives to the other party hereto and to successors, assigns, and legal representatives of such party in respect to covenants, agreements, and obligations contained in this Agreement.

33. Survival of Action.

33.1 All guarantees, indemnifications and rights of either party that accrues or arises out of this Agreement or any permit issued hereunder shall survive the termination date of this Agreement and expiration of any permit issued to the County.

34. Term.

34.1 This Agreement shall be effective for a term of one (1) year from _____. This Agreement shall renew annually unless either party gives notice of their intent to terminate the agreement ninety (90) days prior to the end of the then current term.

[Remainder of page intentionally left blank; signature pages follow.]

***IN WITNESS WHEREOF**, the City and the County have caused this Agreement to be executed on the date hereinabove written.*

City of Roeland Park, Kansas

**Board of County Commissioners of
Johnson County, Kansas, as the Governing
Body of Johnson County Wastewater**

Mike Kelly, Mayor

Ed Eilert, Chairperson

Attest:

Attest:

Kelley Nielsen, City Clerk

, County Clerk

Approved as to form:

Approved as to form:

Steve Mauer
City Attorney

Ryan P. Haga
Assistant County Counselor

SEWER LINE RELOCATIONS

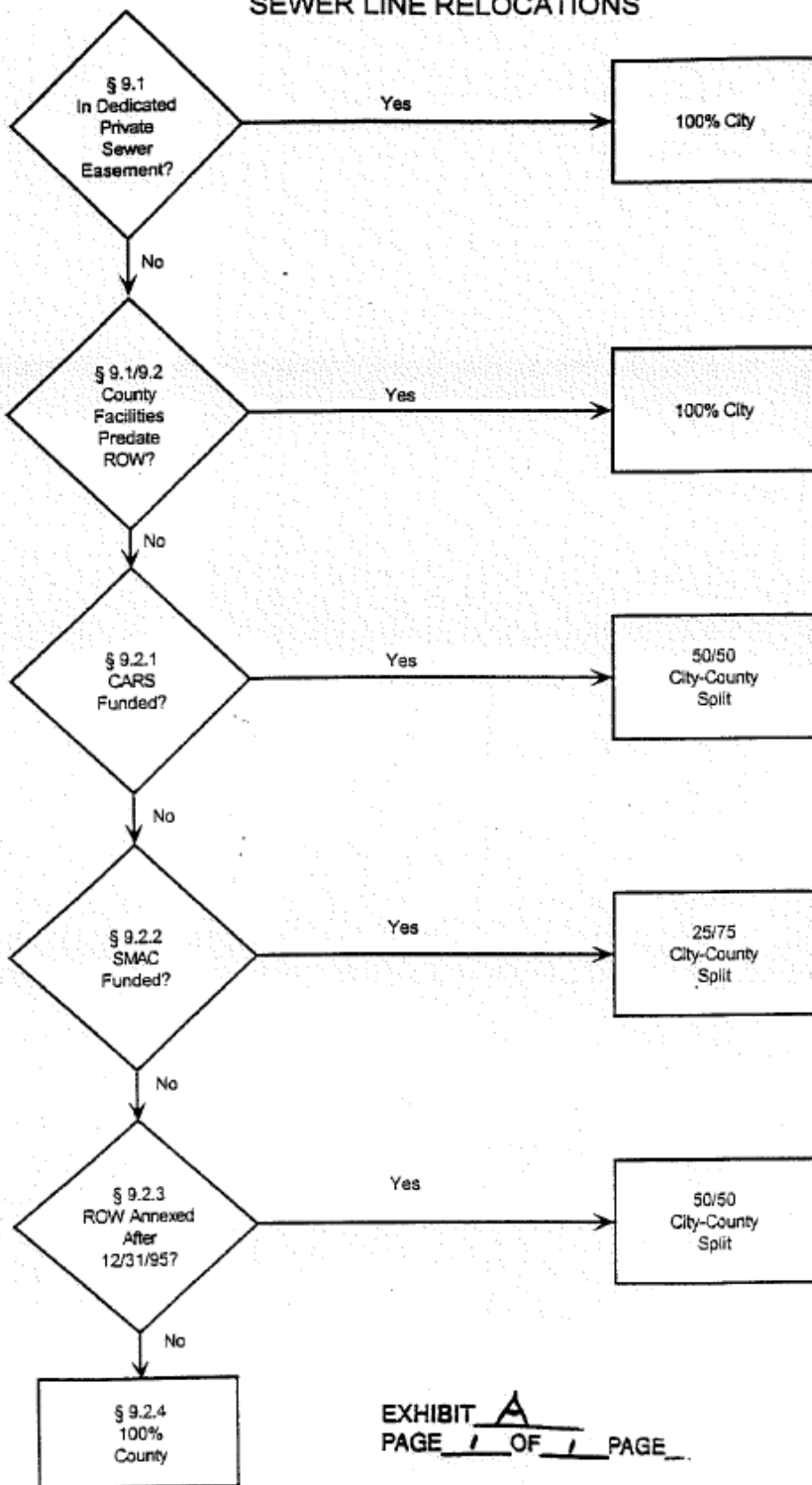


EXHIBIT A
PAGE 1 OF 1 PAGE

law:Sewer Line Relocation.scr

Item Number: Mayor's Report- IV.-A.
Committee 8/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title:

Diaper Needs Awareness 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

□ Diaper Needs Awareness Week Proclamation

Cover Memo



Proclamation

Diaper Need Awareness Week

Whereas, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

Whereas, national surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and

Whereas, children go through six to twelve diaper changes each day during the two to three years they wear diapers; and

Whereas, purchasing enough diapers to keep a baby or toddler clean, dry, and healthy can consume 14 percent of a low-wage family's post-tax income, making it difficult to obtain a sufficient supply; and

Whereas, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in child care programs and quality early-education programs; and

Whereas, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention, and may prevent parents from attending work or school, thereby hurting the family's economic prospects and well-being; and

Whereas, the people of Roeland Park recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the city's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

Whereas, while experiencing double, triple, or greater increase in demand for diapers due to the pandemic and economic shutdown, HappyBottoms did everything in their ability to increase diaper distributions and support children and families in need of immediate assistance; now

Therefore, I, Mike Kelly, Mayor of Roeland Park, do hereby proclaim the week of September 21-27, 2020 as

DIAPER NEED AWARENESS WEEK

in the City of Roeland Park and encourage the citizens of the City of Roeland Park to donate generously to diaper banks, diaper drives, and those organizations that distribute diapers to families in need to help alleviate diaper need in the City of Roeland Park and its environs.

MIKE KELLY
Mayor

Item Number: Reports of City Liaisons- VI.-A.
Committee 8/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/11/2020
Submitted By: Donnie Scharff, Public Works Director
Committee/Department: Public Works
Title: **Stormwater Management Advisory Council (Donnie Scharff and Tom Madigan, Jan Faidley)**
Item Type: Other

Recommendation:

Details:

- Attached are the minutes from the first (and most recent) Water Shed 1 meeting. Roeland Park is part of this Water Shed.
- PW provides a monthly sweeping of the entire city. Debris is collected from the curb line in the residential and collector routes and is loaded in a roll off container and is hauled away by WCA and is disposed of at an approved site. Man hours dedicated to each monthly sweeping is 30-35 hours, depending on the amount of debris within the curb & gutter
- 2020 Stormwater Project – Roeland Drive This is a project that will replace 530 linear feet of corroded corrugated metal pipe with new reinforced concrete pipe and 4 new inlet boxes. This project is a continuation of pipe replacement from 2017. Design plans have been completed and the project will go out for bid on August 18th, 2020. Bids are due to be returned by Sept 1st. PW staff are currently obtaining signatures from the property owners for the temporary construction easements that will be affected by the project. Current timeline of the start of construction is mid-September. Project completion time of 45-60 days, weather dependent.

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
 Meeting Notes 03122020	Cover Memo

Meeting Summary

Watershed Organization 1 Meeting

Date: March 12, 2020 Time: 8:00 to 10:00 am Location: Mission Hills City Hall 6300 State Line Road Mission Hills, Kansas 66208	Conference Room: Call in Number: N/A; Conference ID: N/A
---	--

Meeting Objective: Kickoff Meeting

Attendees:

Voting Members	Name		Ex-Officio Members	Name	
Fairway	Bill Stogsdill	X			
Merriam	Carl Sanders	X			
Lenexa	Tom Jacobs	X			
Mission	Celia Duran	X			
Mission Hills	Jennifer Lee	X			
Mission Woods	Darrel Franklin	X			
Overland Park	Lorraine Basalo				
Prairie Village	Cliff Speegle	X			
Roeland Park	Donnie Scharff	X			
Shawnee	Cynthia Moeller-Krass	X			
Westwood	John Sullivan	X			
Westwood Hills	Paula Schwach	X			
Others Present	Organization		Others Present	Organization	
Lee Kellenberger	JoCo SMP	X	Brad Schleeter	Affinis	X
Heather Schmidt	JoCo SMP	X	Drew Pjesky	Affinis	X
Madison Crawl	JoCo SMP	X	Cody Porter	Wilson & Co.	X
Sarah Smith	JoCo SMP	X	Justin Klaudt	Wilson & Co.	X
Courtney Christensen	Mission Hills	X	Don Baker	WRS	X
			Mike Smith	WRS	X

Agenda Items:

1. Roll Call

Mr. Kellenberger opened the meeting by taking roll call. All voting members, except Overland Park, were present.

2. Election of Officers

Mr. Kellenberger began by stating that it is the desire of the SMP that each city's official SMAC voting representative serves as that city's voting representative on the Watershed Organization. Cities are encouraged and permitted to have more than one staff person attend the meetings, but only a city's official SMAC representative may vote on items before the Watershed Organization.

Mr. Kellenberger explained that the group needed to elect officers according to the Organization's by-laws. The officer positions are Chair, Vice-Chair, and Secretary; and each officer will serve one-year terms.

Mr. Kellenberger asked the group for nominations. The nominations were as follows:

Chair – Bill Stogsdill **Vice-Chair** – Jennifer Lee **Secretary** – Cliff Speegle

A motion was made to approve the nominations, motion was seconded and approved.

3. Ex-Officio Members

Mr. Kellenberger asked the group to identify ex-officio members to consider inviting to participate in the Organization moving forward. The following list of potential ex-officio members were identified. SMP staff will develop an invitation letter and contact information for each entity. The Organization will have the opportunity to review the letters before they are sent out.

Potential Ex-officio members:

Becky Fast – JoCo Commissioner Dist. 1	Shawnee Mission School District
Kansas City, MO	Johnson County Park and Recreation District
K-DOT	MARC
Johnson County Wastewater	KDHE
Golf courses	Carriage Club
Merriam Drainage District	Unified Government of Wyandotte County
USACE	NE JoCo Chamber of Commerce

4. Watershed master plan update from the consultant Watershed Team

The Affinis/Wilson/WRS Watershed Team provided an overview of the progress they have made to-date on the Watershed Master Plan. Highlights of the presentation were as follows:

Phased Planning Approach: Reminder to Watershed Organization that this is a phased planning approach. We will be describing the current conditions in the watershed and identifying opportunities/constraints related to flooding/water quality/ hydromodification/geomorphology. The end goal of phase I is a high-level picture of opportunities and needs in the watershed and

identification of project types. Phase II will be directed by the watershed organizations and focus in on specific project areas.

The Watershed Team provided an overview of each task series in the phase I scope:

Watershed Inventory: This task is mostly complete, please send any additional studies/data to the Watershed Team as soon as possible. A draft watershed inventory tech memo will be sent to Watershed Organization members for their review.

Geomorphic Evaluation: The Watershed Team is working to delineate the active river corridor. which will be used to define the Erosion Hazard Zones (EHZ). EHZ's are a protective zone set-back from the active river corridor. In undeveloped areas the EHZ can be used as a planning tool. In developed areas the EHZ can be used to identify areas where erosion may threaten infrastructure/buildings and/or may contribute to degraded water quality.

The Watershed Organizations will need to provide feedback to the SMP on how best to roll out the EHZ data. Some Watershed Organizations may decide to strictly use the data as a planning tool While others may decide to use it as regulatory layers to restrict development.

The Watershed team is waiting to receive the 2018 LIDAR data before completing the LiDAR comparison analysis. The goal of this task is to identify areas where active stream erosion is occurring.

Ms. Schmidt stated that the SMP has heard no news on the status of delivery and that the SMP would be giving further direction in the coming weeks as to how long to wait.

Mr. Sanders asked if this analysis could be used by the US Army Corps of Engineers when/if they move forward with design of a project on Turkey Creek.

Mr. Baker stated that it could absolutely be used by them.

Flooding Evaluation: The goal of this task series is to map locations of known flooding. Sources of information used include; areas identified by city staff, existing PES's, Map.Social on-line reporting tool, original watershed studies, and FEMA repetitive loss data. The final deliverable will be a hot spot map.

Cities are encouraged to have their residents participate in the on-line flooding survey at the following link. <https://map.social/Community.php?CommunityID=182>

Ms. Moeller- Krass asked the Watershed Team to contact her after the meeting. The City of Shawnee has recently processed some LOMRS that are not reflected on the maps. The data was provided to the Olsson Watershed Team but that information may not have been relayed.

Water Quality Evaluation: The Watershed Team is reviewing previous studies and analyzing data to characterize stream water quality conditions and to look at habitat and geomorphology data. The Watershed Team will be working with SMP staff in the next month on how best to present findings.

Hydromodification Analysis: This activity will focus on identifying the degree of change in streamflow using the data provided by the USGS. Since there is no USGS stream gauge on Turkey Creek, the Watershed Team is using historic Stormwatch data to compute the streamflow

indicators. Flows in Brush Creek and Turkey Creek will be compared to Kill Creek. The Watershed Team will then look for opportunities within the watershed to reduce the degree of hydromodification. Mitigation strategies may include a combination of water quality and flow attenuation facilities dispersed throughout the watershed.

Ms. Schwach asked if any cities have done flood mitigation projects in their city where the cost of the improvement was assessed back to the property owners.

Mr. Kellenberger stated that Roeland Park has used benefit districts to fund multiple SMAC projects in the past. Many other cities have citywide stormwater utilities.

Ms. Christensen stated that the City of Mission Hills is considering a development fee related to impervious surface.

System Management: This activity will help identify where data is missing in the system management database. If cities have questions regarding the data, they should contact Ms. Smith with the SMP.

Mr. Jacobs asked if certain data elements are more/less important than others.

Ms. Smith stated that at a minimum, condition, material and size data was needed for the script to run.

Opportunities and Constraints: This task will combine all the previous tasks and help direct the Watershed Organizations future efforts. This task will rely heavily on the Watershed Organization member input so we don't miss any opportunities and so we don't identify areas that are "off-limits".

Phase II Support: This section of the report will contain guidance and recommendations for the Watershed Organization as this effort transitions into phase II.

Schedule: Currently the Watershed Team is on track to complete the phase I plan by the end of 2020.

Ms. Christensen stated that the information provided related to flooding did not seem to reflect conditions in her city.

Mr. Schleeter stated that the city should contact Affinis directly if anyone had additional information or saw discrepancies in the data presented at the meeting and they would incorporate it in the study.

Mr. Jacobs stated that the strategic plan identified alternative funding as an important strategic direction. How are these plans incorporating that element?

Mr. Kellenberger stated that in the opportunities and constraints section of the master plans, we will look to the Watershed Teams to identify potential alternative funding sources for projects in phase II. We will also be incorporating alternative funding into the SMP project prioritization system in the future.

Mr. Sullivan asked if the area upstream of Westwood (approximately 40 acres in Wyandotte County) would be accounted for in their analysis. Specifically, the geomorphology.

Mr. Kellenberger stated that the LiDAR change analysis and erosion hazard mapping is only going up to the limits of the FEMA floodplains/future floodplains. throughout the county. We can look at the upstream area, but depending on the drainage area, there may not be any analysis in Westwood.

Mr. Kellenberger added that the SMP is in the process of calculating the 40 acre drainage points for the watershed. The teams will be asked to segment the natural systems up to 40 acres for the purpose of the system management program, and that in the future these natural stream segments will be eligible for system maintenance funding.

5. Other Items

Mr. Kellenberger stated that this was an opportunity for Watershed Organization members to discuss any ongoing or planned projects related to flooding, water quality, or system management.

- a) Flooding: Mr. Kellenberger showed the PEFF list for 2021. The SMP will be sending out intent to fund letters in the next couple of weeks. No new PES's will be approved until the watershed master plans are complete.
- b) Water Quality: We have funding available in 2020 but we have not received any project applications. If your city has an opportunity or desire to implement a water quality improvement project this year or next, please contact the SMP staff.
- c) System Management: Applications for 2020 system replacement and inspection projects were due March 3, 2020. We have \$4.5 million available in 2020, and we received approximately \$16 million in project requests. SMP staff will be ranking those projects and sending out intent to fund letters in the next week or two.

Applications for **2021 System Replacement** and **2021 System Inspection projects** are due **June 1, 2020.**

We still have \$750,000 for system inspection projects in 2020. We have only received one application to-date. Please submit your application to Ms. Smith if you would like to complete system inspection projects this year.

6. Next Meeting

Mr. Kellenberger stated that the next Watershed Organization meeting would likely be late summer 2020 or when there are significant results to share from the master planning process. We will be looking to the Watershed Organization members for guidance on watershed constraints/opportunities and your recommendations for areas that need future analysis.

7. Adjourn

With no other comments the meeting was adjourned.

Item Number: New Business- VIII.-A.
Committee 8/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/13/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Approve School Resource Officer Service Agreement**
Item Type: Agreement

Recommendation:

Staff supports renewing the SRO service agreement which provides that the costs associated with the position (wages/benefits) are covered entirely by the fees paid by Bishop Miego.

Details:

Roeland Park has provided a School Resource Officer to Bishop Miego during the past two years. The attached agreement contains some edits based upon what we have learned over the past two years but is principally the same as the initial agreement. It does contain an annual renewal provision that can be implemented under mutual consent of the Bishop Miego School President and the City Administrator (Section 2). Either party can terminate the agreement by giving notice 60 days prior to the renewal date (August 1). Miego is to compensate the City monthly, total compensation covers the annual wages and benefits of a full time officer (Section 5). Although the SRO only works at the school 9 months of the year the City provides additional police assistance which amounts to a full time equivalent (Section 6.4). For reference a full time equivalent is 2,080 hours per year, however between vacation (3 weeks), holidays (2 weeks) and sick leave (1 week) actual hours worked tends to be closer to 1,840. This is the reason we use the term "approximately" in Section 6.4.

Financial Impact

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

Additional Information

The City Attorney has reviewed and approved the agreement as to form.

Bishop Miede has indicated support of the agreement terms.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 SRO Service Agreement	Cover Memo
📎 SRO Invoice - July 2020	Exhibit

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement, is entered into this _____ day of _____, 2020, by and between the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as “City”, and the BOARD OF TRUSTEES OF BISHOP MIEGE HIGH SCHOOL located at 5041 Reinhardt Drive, Roeland Park, Kansas 66205, hereinafter referred to as “High School.” The City and the High School may collectively be referred to in this Agreement as the “Parties.” For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the Parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign uniformed law enforcement officers, vehicles, radios and all necessary equipment for the School Resource Officer (“SRO”). The SRO will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as a law enforcement problem-solving resource person, and providing the appropriate response during on-campus or school related criminal activity.
2. Term. This Agreement shall begin on the first day of school in August 2020 and shall be binding upon the Parties for a period of twelve (12) months thereafter, provided the term may be mutually extended by the Parties as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. Beginning in August 2021, this Agreement may be renewed annually by mutual consent of the City Administrator and Bishop Miega President. The annual renewal term shall be from August 1 of the current year to July 31 of the following year. During the days that schools are not in session, the SRO shall perform regular police duties at the station as determined by the Chief of Police.
3. Termination. This Agreement shall remain in place unless written notice of cancellation is provided from either party. Upon such written notice, this Agreement will terminate at the end of the annual term in which the notice was provided. Termination notice must be given at least sixty (60) days prior to the annual renewal date.
4. Relationship of Parties. The City and the assigned SRO shall have the status of an independent contractor to the High School for the purposes of this Agreement. The SRO assigned to the High School shall be an employee of the City and shall be subject to its control and supervision. The assigned SRO will be subject to current procedures in effect for the City police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. The High School agrees to cooperate with the City in any administrative investigation regarding violations of such procedures by the officer assigned to the High School as an SRO. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the High School to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.
5. Consideration. In consideration of the assignment of police officers to work with the High School as provided herein, the High School agrees to pay to the City for the SRO 12 monthly installments based upon the SRO’s hourly rate for an assumed 2,080 hour work year plus the actual cost of benefits paid by the City during the term of the Agreement to include: unemployment, social security/medicare, short term disability, life insurance, retirement benefits (KPF/401), dental

insurance, vision insurance, health insurance/HSA contributions, and workers compensation insurance. The City will notify the High School of changes which occur in any of the identified expenses during the term of the Agreement and provide a revised monthly installment figure with supporting detail. Overtime work performed by the SRO at the request of the High School will be provided at a rate equal to the SRO's hourly rate multiplied by 1.5 plus social security/medicare and retirement benefits (KPF/401).

6. SRO Responsibilities. The SRO assigned to the High School shall:

6.1 Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug issues, addressing violence diffusion, violence prevention, and other safety issues in the school community.

6.2 Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the SRO.

6.3 Provide informational in-services and be a general resource for the staff on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security.

6.4 In addition to the services provided by the assigned SRO (approximately 1,580 hours during the one-year term) the City will provide other police staff assistance to the SRO in carrying out their prescribed duties (approximately 500 hours during a one-year term). Covering absences of the SRO during the school year due to training, vacation, sick leave and holidays is an example of such assistance. Traffic control during high traffic events at the school as well as during arrival and dismissal times is another example. Assistance in developing security, education, and safety related materials is another example.

6.5 Section reserved for future use.

6.6 Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.

6.7 Take the appropriate steps consistent with a Kansas law enforcement officer's duties when a crime occurs.

6.8 Present educational programs to students and school staff on topics agreed upon by both Parties.

6.9 Refer students and/or their families to the appropriate agencies for assistance when a need is determined.

6.10 Attempt to advise the school principal prior to taking legal action, subject to the SRO's duties under the law (unless in the SRO's opinion, circumstances prevent it).

6.11 Shall not act as a school disciplinarian, nor make recommendations regarding school discipline. The SRO is not to be used for regularly assigned lunchroom duties, as a regular hall

monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the SRO may assist the High School employee until the problem is solved.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned SRO or the City beyond the general duties that exist for law enforcement officers within the state.

6.12 Although the fee paid by the High School is based upon services provided by the SRO officer, these services may be provided through all qualified officers.

7. Time and Place of Performance. The City will make all reasonable effort to have an SRO available for duty at his or her assigned school each day that school is in session during the regular school year. The City will furnish a substitute SRO on days when the regular SRO is absent due to illness, vacation, holidays, training or other police department requirements. The SRO shall remain a full-time uniformed law enforcement officer of and for the City, shall remain duly licensed and qualified to carry/use firearms and operate patrol cars, and shall otherwise be able to meet the physical demands of the services described herein. Notwithstanding anything herein to the contrary, in the event an officer should, for any reason, fail to remain so qualified, the City shall provide a substitute officer to perform the services until such time the unqualified SRO is able to resume his or her regular duties. The SRO's activities will be restricted to their assigned school grounds except for:

7.1 Follow up home visits when needed as a result of school related student problems.

7.2 School related off-campus activities when SRO participation is requested by the principal and approved by the City.

7.3 Responding to off-campus, but school related, criminal activity.

7.4 Responding to emergency law enforcement activities. Whether an emergency exists shall be determined by the City in its sole discretion, and the City reserves the exclusive right to request the SRO's immediate presence if such determination is made.

8. High School Responsibilities. The High School will provide the SRO an on-site office and such supplies and equipment as are necessary at his or her assigned school. This equipment shall include a telephone, filing space capable of being secured, and access to a computer.
9. Review and Revision of Agreement. The Parties agree to maintain an open line of communication regarding any necessary or desirable changes to this Agreement, however, no alterations, amendments, changes or additions to this Agreement will be binding upon either the City or the High School unless reduced to writing and signed by the Parties.

10. Signatures.

Dated: _____

BISHOP MIEGE HIGH SCHOOL,

By:

President, Bishop Miega High School

Attested by:

Chairman, Board of Trustees

CITY OF ROELAND PARK, KANSAS,

By:

City Administrator, Keith Moody

Attested by:

City Clerk, Kelley Nielsen

Approved as to Form:

City Attorney, Steven E. Mauer

INVOICE

**City of Roeland Park**

4600 W 51st Street

Roeland Park, KS 66205

913-722-2600

jjoneslacy@roelandpark.org**DATE:** August 4, 2020**INVOICE #** 24-Miege**FOR:** School Resource Officer;
Month of July 2020**Bill To:**

Bishop Miege

Attn: Barb Allen

5041 Reinhardt Drive

Shawnee Mission, KS 66205

BAllen@bishopmiege.com

DESCRIPTION		MONTHLY AMOUNT
Based Upon Greg Schiffelbein as SRO*		
Annual Estimate		
Salary:	\$ 48,776.00	\$ 4,064.67
Unemployment:	\$ 48.79	\$ 4.07
Federal Taxes:	\$ 3,918.97	\$ 326.58
Short Term Disability/Life:	\$ 352.80	\$ 29.40
KP&F (Pension)	\$ 10,696.58	\$ 891.38
Medical, Vision and Health Benefits	\$ 20,477.00	\$ 1,706.42
Work Comp Insurance	\$ 909.47	\$ 75.79
Total Current Annual Expenses	\$ 85,179.61	
Overtime Fee Calculation:		
Current Hourly Rate	\$ 23.45	
Multiplied by Time and a Half	\$ 35.18	
Social Security and Medicare	7.65% \$ 2.69	
KPF (Pension)	21.93% \$ 7.71	
Total Overtime Rate	\$ 45.58	
Hours of Overtime Worked During Month	-	
Overtime Fees for the Month		\$ -
One-time Equipment and Training Fee per contract		
TOTAL		\$7,098.30

Make all checks payable to **City of Roeland Park**

If you have any questions concerning this invoice please contact Jennifer Jones-Lacy, 913-722-2600

The monthly total is based upon the current hourly rate as well as the current insurance premiums and fees being paid. As changes occur in these costs the invoice will be updated to reflect the changes.

**Please note: Salary, taxes, pension and work comp rates are updated annually on Jan 1. Medical benefits are updated on July 1st annually which is the start of the new plan year.*

Internal Coding: 4531.101 - SRO Reimbursement

Item Number: **Ordinances and Resolutions:- IX.-**
 A.
Committee **8/17/2020**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/3/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Ordinance No. 998 Updating City Code Regarding Political Signs**
Item Type: Ordinance

Recommendation:

Adopt Ordinance 998 amending the City code related to the placement of additional temporary political signs during campaign season.

Details:

The City allows up to three temporary signs, no larger than three square feet on any residential lot. In 2015 the State of Kansas approved and signed HB 2183 (now KSA 25-2711), legislation that prohibits cities and counties from regulating or barring placement of political signs on private property or on the property's unpaved right-of-way for city and county roads. Local governments are also banned from regulating the number of signs placed during election season.

When approved, our City attorney at the time was of the opinion that this legislation from the state was unconstitutional as it regulates speech based on content. In fact, we had recently updated our sign ordinance to strip any content-based language from the code, including a section on political signs. Per a 2015 Supreme Court ruling, *Reed v. Town of Gilbert*, stated that the Town of Gilbert's sign code was unconstitutional as it regulated various categories of signs differently based on the information they conveyed (a summary is attached). Due to this, it was the opinion of the City Attorney and Governing Body at the time, that HB 2183 would not survive strict scrutiny under the constitution and our existing content-neutral sign code remained in place.

Since that time, the Kansas Attorney General issued an opinion in 2018 that the legislation in HB 2183 was constitutional. In summary he stated the following (full opinion is attached).

On June 18, 2015, the United States Supreme Court determined in Reed that the Town's sign code established content based restrictions on speech that could not withstand strict scrutiny. Because K.S.A. 2018 Supp. 25-2711 does not burden or restrict the exercise of

speech, whether commercial or noncommercial, it is not subject to the same review as the sign code in Reed. K.S.A. 2018 Supp. 25- 2711 does not violate the First and Fourteenth Amendments to the United States Constitution.

As such, it is the opinion of the current City Attorney, that the City consider updating its sign code to reflect the state law. This would entail allowing an unlimited number of political signs 45 days prior to and 2 days following any election and allowing those signs to be placed in the unpaved ROW areas throughout the City.

In February of this year, the House Local Government Committee heard testimony considering the repeal of KSA 25-2711. The League of Kansas Municipalities supported this repeal citing the following points.

- The United States Supreme Court held in *Reed v. Town of Gilbert, Ariz.*, 135 S. Ct. 2218 (2015) that sign restrictions that make distinctions in reference to the sign's message are content based and are unconstitutional.
- Generally speaking, if you have to ask what the sign says in order to enforce the law, the law is a content-based restriction in violation of the First Amendment.
- To enforce K.S.A. 25-2711, local authorities must review the content of a sign to determine if it qualifies for the protection from local sign regulations. On its face the statute protects specific signs based on the message. This would appear to be in violation of the Supreme Court ruling in *Reed*.
- The only way for a city to comply with K.S.A. 25-2711 and the ruling in *Reed* is to allow all signs to be placed in the public right-of-way. This would result in not only an aesthetic issue for many cities but a safety issue as well.

The bill (HB 2135), however, died in committee. Attached you will find a draft of an ordinance for consideration.

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

- ▣ Reed v. Town of Gilbert Summary
- ▣ AG Opinion on State Law 2018
- ▣ Ord. 998 - Political Signs

Exhibit
Exhibit
Ordinance

Law School Case Brief

Reed v. Town of Gilbert - 135 S. Ct. 2218 (2015)

RULE:

Government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. This common sense meaning of the phrase “content based” requires a court to consider whether a regulation of speech “on its face” draws distinctions based on the message a speaker conveys. Some facial distinctions based on a message are obvious, defining regulated speech by particular subject matter, and others are more subtle, defining regulated speech by its function or purpose. Both are distinctions drawn based on the message a speaker conveys, and, therefore, are subject to strict scrutiny. Supreme Court precedents have also recognized a separate and additional category of laws that, though facially content neutral, will be considered content-based regulations of speech: laws that cannot be justified without reference to the content of the regulated speech, or that were adopted by the government because of disagreement with the message the speech conveys. Those laws, like those that are content based on their face, must also satisfy strict scrutiny.

FACTS:

Respondent town adopted Gilbert, Ariz., Land Development Code, ch. 1, § 4.402 (2005), which identified various categories of signs based on the type of information they conveyed, subjecting each category to different restrictions. The sign code imposed more stringent restrictions on signs directing the public to a meeting of a non-profit group than it did on signs conveying other messages. Petitioners, a local church and its pastor, placed temporary directional signs around town to inform the public about its services. Respondent cited petitioners for violating the sign code. Petitioners filed a suit, claiming that the sign code abridged their freedom of speech. The trial court denied petitioners’ motion for a

preliminary injunction, and the appellate court affirmed. Ultimately, the appellate court rendered judgment in respondent's favor. The Supreme Court of the United States reversed the appellate court's judgment.

ISSUE:

Were the provisions of Gilbert, Ariz., Land Development Code, ch. 1, § 4.402 (2005), which imposed more stringent restrictions on signs directing the public to a meeting of a non-profit group than on signs conveying other messages, content neutral?

ANSWER:

No.

CONCLUSION:

The provisions of Gilbert, Ariz., Land Development Code, ch. 1, § 4.402 (2005) were content-based regulations of speech because the restrictions in the sign code that applied to any given sign depended entirely on the communicative content of the sign. The provisions could not survive First Amendment strict scrutiny because respondent town could not claim that placing strict limits on temporary directional signs was necessary to beautify the town while at the same time allowing unlimited numbers of other types of signs that created the same problem. Moreover, respondent had not shown that limiting temporary directional signs was necessary to eliminate threats to traffic safety, but that limiting other types of signs was not.

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STATE OF KANSAS
OFFICE OF THE ATTORNEY GENERAL

DEREK SCHMIDT
ATTORNEY GENERAL

MEMORIAL HALL
120 SW 10TH AVE., 2ND FLOOR
TOPEKA, KS 66612-1597
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WWW.AG.KS.GOV

November 28, 2018

ATTORNEY GENERAL OPINION NO. 2018- 16

The Honorable Blake Carpenter
State Representative, 81st District
2425 N. Newberry, Apt. 3202
Derby, Kansas 67037

Re: Elections—Voting Places and Materials Therefor—Placement of
Political Signs during Election Period; Constitutionality

Constitution of the State of Kansas—Bill of Rights—Liberty of Press
and Speech; Libel; Placement of Political Signs

Constitution of the United States—Amendments—Freedom of
Speech; Placement of Political Signs

Synopsis: K.S.A. 2018 Supp. 25-2711 does not abridge the freedom of
speech and, therefore, is not subject to scrutiny under the First
Amendment of the United States Constitution. Cited herein: K.S.A.
2018 Supp. 25-2711; U.S. Const., Amend. I, U.S. Const., Amend.
XIV; Kan. Const., Bill of Rights, § 11.

*

*

*

Dear Representative Carpenter:

As State Representative for the 81st District, you request our opinion regarding
whether, in light of the United States Supreme Court's decision in *Reed v. Town
of Gilbert, Ariz.*,¹ K.S.A. 2018 Supp. 25-2711 violates the First and Fourteenth
Amendments to the Constitution of the United States.

¹ ___ U.S. ___, 135 S.Ct. 2218 (2015).

The First Amendment states, in pertinent part, that “Congress shall make no law . . . abridging the freedom of speech or of the press.”² “The First Amendment of the United States Constitution applies to the states through the Fourteenth Amendment.”³

During the 2015 legislative session, the Kansas Legislature enacted K.S.A. 2018 Supp. 25-2711, which states:

No city or county shall regulate or prohibit the placement of or the number of political signs on private property or the unpaved right-of-way for city streets or county roads on private property during the 45-day period prior to any election and the two-day period following any such election. Cities and counties may regulate the size and a set-back distance for the placement of signs so as not to impede sight lines or sight distance for safety reasons.

On June 18, 2015, the United States Supreme Court determined in *Reed* that the Town’s sign code established content based restrictions on speech that could not withstand strict scrutiny. Because K.S.A. 2018 Supp. 25-2711 does not burden or restrict the exercise of speech, whether commercial or noncommercial, it is not subject to the same review as the sign code in *Reed*. K.S.A. 2018 Supp. 25-2711 does not violate the First and Fourteenth Amendments to the United States Constitution.

Reed v. Town of Gilbert

The Town of Gilbert, through a comprehensive code, prohibited the display of outdoor signs without a permit, with 23 exempt categories.⁴ The display of a sign was subject to different size, time, number and location restrictions, depending on the category into which it fell. The Court deemed three categories relevant for its review:

“Ideological Signs,” defined as any “sign communicating a message or ideas for noncommercial purposes that is not a Construction Sign, Directional Sign, Temporary Directional Sign Relating to a Qualifying Event, Political Sign, Garage Sale Sign, or a sign owned or required by a governmental agency;”

² The Kansas Constitution contains a similar provision in Section 11 of the Kansas Bill of Rights. (“The liberty of the press shall be inviolate; and all persons may freely speak, write or publish their sentiments on all subjects, being responsible for the abuse of such rights; and in all civil or criminal actions for libel, the truth may be given in evidence to the jury, and if it shall appear that the alleged libelous matter was published for justifiable ends, the accused party shall be acquitted.”) The First Amendment and Section 11 are “generally considered coextensive.” *Prager v. Kansas Dept. of Revenue*, 271 Kan. 1, 37 (2001); *State v. Russell*, 227 Kan. 897, 899 (1980).

³ *Prager*, 271 Kan. 1, 33 (2001) (internal citations omitted).

⁴ *Reed v. Town of Gilbert, Ariz.*, ___ U.S. ___, 135 S.Ct. 2218, 2224 (2015).

“Political Signs,” which included any “temporary sign designed to influence the outcome of an election called by a public body;” and

“Temporary Directional Signs Relating to a Qualifying Event,” which was any “Temporary Sign intended to direct pedestrians, motorists, and other passersby to a ‘qualifying event.’” “Qualifying Event” was defined in the code as any “assembly, gathering, activity, or meeting sponsored, arranged, or promoted by a religious, charitable, community service, educational, or other similar non-profit organization.”⁵

The constitutionality of the code was challenged by a church that placed “15 to 20 temporary signs around the Town, frequently in the public right-of-way abutting the street,” directing persons to the locations at which it would conduct church services.⁶ The church was cited twice for exceeding the time limitation for posting the signs and once for not including the date of one of its services.⁷

In determining the appropriate level of scrutiny to which the Town’s sign code would be subjected, the Supreme Court stated:

The First Amendment, applicable to the States through the Fourteenth Amendment, prohibits the enactment of laws “*abridging the freedom of speech*.” Under that Clause, a government, including a municipal government vested with state authority, “has no power to restrict expression because of its message, its ideas, its subject matter, or its content.” Content-based laws—those that target speech based on its communicative content—are presumptively unconstitutional and may be justified only if the government proves that they are narrowly tailored to serve compelling state interests.

Government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed. This commonsense meaning of the phrase “content based” requires a court to consider whether a regulation of speech “on its face” draws distinctions based on the message a speaker conveys. Some facial distinctions based on a message are obvious, defining regulated speech by particular subject matter, and others are more subtle, defining regulated speech by its function or purpose. Both are distinctions drawn based on the

⁵ *Reed*, 135 S.Ct. at 2224-25.

⁶ *Id.* at 2225.

⁷ *Id.*

message a speaker conveys, and, therefore, are subject to strict scrutiny.⁸

“A law that is content based on its face is subject to strict scrutiny regardless of the government’s benign motive, content-neutral justification, or lack of ‘animus toward the ideas contained’ in the regulated speech.”⁹

The Court found:

The Town’s Sign Code is content based on its face. It defines “Temporary Directional Signs” on the basis of whether a sign conveys the message of directing the public to church or some other “qualifying event.” It defines “Political Signs” on the basis of whether a sign’s message is “designed to influence the outcome of an election.” And it defines “Ideological Signs” on the basis of whether a sign “communicat(es) a message or ideas” that do not fit within the Code’s other categories. It then subjects each of these categories to different restrictions.

*The restrictions in the Sign Code that apply to any given sign thus depend entirely on the communicative content of the sign. If a sign informs its reader of the time and place a book club will discuss John Locke’s Two Treatises of Government, that sign will be treated differently from a sign expressing the view that one should vote for one of Locke’s followers in an upcoming election, and both signs will be treated differently from a sign expressing an ideological view rooted in Locke’s theory of government. More to the point, the Church’s signs inviting people to attend its worship services are treated differently from signs conveying other types of ideas. On its face, the Sign Code is a content-based regulation of speech. We thus have no need to consider the government’s justifications or purposes for enacting the Code to determine whether it is subject to strict scrutiny.*¹⁰

The town asserted two governmental interests in support of the sign code’s classifications: preserving the Town’s aesthetic appeal and traffic safety. The Court determined that, even “[a]ssuming for the sake of argument that those are compelling governmental interests, the Code’s distinctions fail as hopelessly underinclusive.”¹¹

K.S.A. 2018 Supp. 25-2711

⁸ *Id.* at 2226-27 (internal citations omitted; emphasis added).

⁹ *Id.* at 2228 (internal citation omitted).

¹⁰ *Id.* at 2227 (emphasis added).

¹¹ *Id.* at 2231.

As previously noted, the First Amendment prohibits the enactment of laws “abridging the freedom of speech.” K.S.A. 2018 Supp. 25-2711 provides that “[n]o city or county *shall regulate or prohibit* the placement of or the number of political signs” in the designated locations during the 45-day period prior to any election and the two-day period following the election. The statute does not burden, prohibit, require, or restrict the expression of any speech whatsoever. Nor does it require local jurisdictions to regulate speech differently based on content. Generally, First Amendment challenges to a governmental entity’s actions are based on its attempts to restrict or compel speech.¹² But here, the state statute on its face does not restrict or otherwise regulate speech at all; rather, it restricts and regulates the authority of cities and counties to enact or enforce their own local restrictions on speech.¹³ Thus, the state statute is not implicated by the *Reed* decision.

We recognize that the manner in which local jurisdictions elect to comply with the requirements of K.S.A. 2018 Supp. 25-2711 could present First Amendment concerns similar to those addressed in *Reed* but it also certainly is possible for local jurisdictions to comply with both the state statute and the First Amendment. For example, a local jurisdiction could elect to enforce no local sign regulations at all or could enforce regulations that do not regulate or prohibit the placement of or the number of *any* signs, regardless of content, in the designated locations during the 45-day period prior to any election and the two-day period following the election. Or if the local jurisdiction elects to treat political speech differently than other speech, the local jurisdiction may be able to show that its ordinance is narrowly tailored to serve a compelling governmental interest. Thus, to the

¹² *McCullen v. Coakley*, ____ U.S. ____, 134 S.Ct. 2518 (2014) (statute made it a crime to knowingly stand on a public way or sidewalk within 35 feet of an entrance or driveway to any place, other than a hospital, where abortions were performed; “Consistent with the traditionally open character of public streets and sidewalks, we have held that the government’s ability to restrict speech in such locations is ‘very limited.’”); *Sorrell v. IMS Health, Inc.*, 564 U.S. 552, (2011) (law restricts the sale, disclosure, and use of pharmacy records that reveal the prescribing practices of individual doctors); *R.A.V. v. City of St. Paul, Minn.*, 505 U.S. 377 (1992) (city ordinance prohibited bias-motivated disorderly conduct; “The First Amendment generally prevents government from proscribing speech. . .”); *Burson v. Freeman*, 504 U.S. 191 (1992) (statute prohibited solicitation of votes and displays or distributions of campaign materials within 100 feet of polling place; statute did not address other categories of speech, such as commercial solicitation, distribution, and display); *Simon & Schuster, Inc. v. Members of New York State Crime Victims Bd.*, 502 U.S. 105 (1991) (Son of Sam law placed financial burden on speech; “A statute is presumptively inconsistent with the First Amendment if it imposes a financial burden on speakers because of the content of their speech.”); *Eu v. San Francisco County Democratic Cent. Committee*, 489 U.S. 214 (1989) (state election code prohibited official governing bodies of political parties from endorsing or opposing candidates in primary elections); *Police Dept. of Chicago v. Mosley*, 408 U.S. 92 (1972) (peaceful picketing on the subject of a school’s labor-management dispute was permitted, but all other peaceful picketing was prohibited; “First Amendment means that government has no power to restrict expression because of its message, its ideas, its subject matter, or its content.”).

¹³ See Kan.Const. Art. 12, § 5 (legislature may regulate cities through uniform enactments); *Board of County Com’rs of Sedgwick County v. Noone*, 235 Kan. 777, 784 (1984) (counties are subject to specific statutory limitation and restriction).

extent the content-based analysis in *Reed* may apply, it would operate to invalidate an unconstitutional local ordinance or enforcement regime, not the state statute.

Rather than restricting speech, K.S.A. 2018 Supp. 25-2711 seeks to *protect* political speech. It does not require that local jurisdictions treat other types of speech differently based on their content or otherwise. “[P]olitical speech in the course of elections [is] the speech upon which democracy depends.”¹⁴ Because K.S.A. 2018 Supp. 25-2711 does not abridge the freedom of speech, it is not subject to scrutiny under the First Amendment. The statute does not violate the First Amendment of the United States Constitution.

Sincerely,

/s/Derek Schmidt

Derek Schmidt
Kansas Attorney General

/s/Richard D. Smith

Richard D. Smith
Assistant Attorney General

DS:AA:RDS:sb

¹⁴ *Nixon v. Shrink Missouri Government PAC*, 528 U.S. 377 (2000) (Kennedy, J., dissenting). See also *Citizens United v. FEC*, 588 U.S. 310, 339-40 (2010), quoting *Eu v. San Francisco County Democratic Central Comm.*, 489 U.S. at 223 (“The First Amendment ‘has its fullest and most urgent application’ to speech uttered during a campaign for political office.”)

ORDINANCE NO. 998

AN ORDINANCE AMENDING CHAPTER XVI, ARTICLE 9 OF THE MUNICIPAL CODE OF ROELAND PARK, KANSAS TO ALLIGN WITH KANSAS STATE LAW

WHEREAS, the Kansas Legislature has decreed in K.S.A. § 25-2711 that no city or county shall prohibit the number of political signs on private property or the unpaved right-of-way for city streets for the period spanning forty five (45) days prior to any election and two (2) days following any such election.

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

SECTION 1. Section 16-908(j) of the municipal code of the City of Roeland Park, Kansas is hereby amended to read as follows:

(j) Temporary signs, including political signs. Political signs shall not be limited in number for the forty-five (45) day period prior to any election and the two (2) day period following any such election. Political signs shall have a sign surface not more than three (3) square feet in area, no higher than three and one half (3.5) feet from grade.

SECTION 2. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED by the City Council the 17th day of August 2020. **APPROVED** by the Mayor.

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steven E. Mauer

Item Number: Reports of City Officials:- X.-A.
Committee 8/17/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/17/2020
Submitted By: Chris Verbrugge
Committee/Department: Admin
Title: **COVID-19 Update**
Item Type: Report

Recommendation:

For informational purposes only

Details:

Please see attached.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
COVID 19 Update for RP - August 2 - 15	Cover Memo

Memo



To: Governing Body

From: Jennifer Jones-Lacy, Asst. City Administrator/Finance Director

CC: Keith Moody, Donnie Scharff, John Morris, Kelley Nielsen

RE: COVID-19 Update for the Period August 1st – August 15th

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

General

- As of August 15th, 2020, Roeland Park is still in Phase 3 of the reopening plan.
- On August 1, 2020, Johnson County [released new guidance](#) for managing COVID-19 risks in the workplace and childcare centers. Additional information may be found [here](#).
- On August 4, 2020, Johnson County Department of Health and Environment Director provided an update to the Board of County Commissioners about the actions being taken to curb the spread of COVID-19 as well as recent statistics. More information can be found [here](#).
- Johnson County is seeking impact stories to help determine how \$30 million of Phase 2 CARES Act funding will be allocated. More information as well as the survey links may be found [here](#).

The County has identified six main areas in which they are seeking stories:

- Mental Health
 - Aging
 - Housing
 - Small Business Assistance
 - Workforce Development
 - Digital Access
- Johnson County now has access to a supply of Personal Protection Equipment (PPE) from the State of Kansas. The County has expanded the list of eligible groups able to obtain this PPE to include all businesses and organizations. More information can be found [here](#).

Administration/Neighborhood Services

- The City is in the process of obtaining webcams with microphones for more conducive virtual meetings for City staff and Council members.

Public Works

- Staff have maintained good hygiene and have worn masks while in close proximity, including when using the sweeper. Staff has also been working more on greenspaces and have been able to maintain proper physical distancing.

Police Department/Municipal Court

- Court is approximately 50% virtual and 50% in-person. The Judge hopes to have it completely virtual by September.
- Of the 10,000 masks the City purchased for public distribution, approximately 4,000 remain available. Police have delivered approximately 4,500 masks to local businesses. We will continue to distribute these masks until the supply is gone.

Community Center and Parks & Recreation

- The Community Center has decided to close at 6 p.m. Monday through Thursday. The Center was opened until 8 p.m. on those days. Friday and Saturday hours remain the same. Closing at 6 p.m. and 1 p.m. respectively.