

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall, 4600 W 51st Street
June 17, 2024 6:00 PM

- | | | |
|--|---|--|
| <ul style="list-style-type: none">• Michael Poppa, Mayor• Benjamin Dickens, Council Member• Jan Faidley, Council Member• Emily Hage, Council Member• Jennifer Hill, Council Member | <ul style="list-style-type: none">• Matthew Lero, Council Member• Tom Madigan, Council Member• Kate Raglow, Council Member• Jeffrey Stocks, 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

Lero

Faidley

Finance

Stocks

Dickens

Safety

Hage

Hill

Public Works

Raglow

Madigan

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Public Comments

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

II. Consent Agenda

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

A. Appropriations Ordinance #1044

B. City Council Meeting Minutes June 3, 2024

III. Business From the Floor

A. Applications / Presentations

IV. Mayor's Report

A. Alzheimer's and Brain Awareness Month Proclamation

B. Juneteenth Proclamation

V. Workshop and Committee Reports

VI. Reports of City Liaisons

A. Diversity, Equity, and Inclusion Committee

B. Ad-Hoc Historical Committee

VII. Unfinished Business

VIII. New Business

A. Approve Agreement with Bike Share KC for Ebike Program (5 min)

B. Committee Appointments (5 min)

C. Approve Liquor License for Bottoms Up Liquor (5 min)

IX. Ordinances and Resolutions:

X. Workshop Items:

XI. Reports of City Officials:

A. GFOA Awards Presentation

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 6/17/2024
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: Instructions on Logging into Meeting Remotely

Item Type:

Recommendation:

See instructions to log in below.

Details:

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

Kelley Nielsen is inviting you to a scheduled Zoom meeting.

Topic: City Council and Governing Body Workshop Meeting

Time: This is a recurring meeting Meet anytime

Join Zoom Meeting

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

Meeting ID: 977 6759 2270

Passcode: council

One tap mobile

+16699006833,,97767592270# US (San Jose)

+12532158782,,97767592270# US (Tacoma)

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Meeting ID: 977 6759 2270

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

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	6/10/2024 - 11:02 AM

Goals/Objectives & Terms

Item Number: Consent Agenda- II.-A.
Committee 6/17/2024
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #1044**
Item Type:

Recommendation:

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	6/13/2024 - 3:42 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ Appropriations Ordinance #1045	Cover Memo

Appropriation Ordinance - 6/17/2024 - #1045

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, June 13, 2024

Appropriation Ordinance - 6/17/2024 - #1045

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 June 17, 2024.

Attest:

City Clerk

Mayor

\$ 271,607.33

Appropriation Ordinance - 6/17/2024 - #1045

					Check /EFT			
Vendor	Dept	Acct #	Description	Invoice Description	Date	Amount	Chk #	Check Amount
						Distribution	Check	
Vendor	Dept	Account	Account Description	Reference	Date	Amount	Check #	Amount
ABC Safety	220	5211.220	Maintenance & Repair Equipment	81747	06/05/24	141.50	76689	141.50
Luis G Palos	220	5210.220	Maintenance & Repair Building	11	06/12/24	550.00	76721	1,000.00
Luis G Palos	220	5210.220	Maintenance & Repair Building	12	06/12/24	450.00		
ADP, Inc.	101	5214.101	Other Contracted Services	661753185	06/12/24	335.92	76722	335.92
Shawnee Mission Tree Service, Inc.	106	5263.106	Tree Maintenance	140613	06/12/24	450.00	76723	2,470.00
Shawnee Mission Tree Service, Inc.	106	5263.106	Tree Maintenance	143203	06/12/24	475.00		
Shawnee Mission Tree Service, Inc.	106	5263.106	Tree Maintenance	143205	06/12/24	495.00		
Shawnee Mission Tree Service, Inc.	106	5263.106	Tree Maintenance	143206	06/12/24	475.00		
Shawnee Mission Tree Service, Inc.	106	5263.106	Tree Maintenance	143207	06/12/24	575.00		
Arrow Cleaners & Dyers, Inc.	102	5224.102	Laundry Service	A646 5/31/24	06/12/24	282.55	76724	282.55
Augustine Exterminators, Inc.	290	5210.290	Maintenance & Repair Building	2444577	06/05/24	84.98	76690	84.98
Terri Baugh	101	5283.101	P Community Foundation Grant Expense	5/27/24 Four Tro	06/12/24	25.00	76725	25.00
Boelte-Hall, LLC	101	5203.101		2460141	06/05/24	178.41	76691	178.41
Bollcom, Inc.	101	5211.101	Maintenance & Repair Equipment	9652	06/12/24	89.00	76726	89.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1086881	06/12/24	72.30	76727	72.30
Boulevard Tire & Service	102	5260.102	Vehicle Maintenance	1086800	06/05/24	97.80	76692	97.80
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	2834 5/24/24	06/05/24	35.05	76693	35.05
Redacted	101	5282.101	Property Tax Rebate Program	6/11/24 Ck Req	06/12/24	680.52	76728	680.52
Bradford Built, Inc.	360	5315.360	Machinery & Auto Equipment	299738	06/12/24	6,945.00	76729	6,945.00
Commercial Aquatic Services, Inc.	220	5214.220	Other Contracted Services	495701	06/05/24	120.00	76694	240.00
Commercial Aquatic Services, Inc.	220	5214.220	Other Contracted Services	495851	06/05/24	120.00		
C & C Group	101	5210.101	Maintenance & Repair Building	63935	06/12/24	927.75	76730	927.75
Confluence, Inc.	101	5209.101	Professional Services	29231	06/12/24	2,335.00	76731	29,212.78
Confluence, Inc.	550	5214.550	Other Contracted Services	28209	06/12/24	3,447.18		
Confluence, Inc.	550	5214.550	Other Contracted Services	28449	06/12/24	3,315.00		
Confluence, Inc.	550	5214.550	Other Contracted Services	28681	06/12/24	8,402.30		
Confluence, Inc.	550	5214.550	Other Contracted Services	28944	06/12/24	7,213.30		
Confluence, Inc.	550	5214.550	Other Contracted Services	29204	06/12/24	4,500.00		
CS Carey Inc.	110	5262.110	Grounds Maintenance	U78863	06/05/24	36.00	76695	36.00
Redacted	101	5282.101	Property Tax Rebate Program	6/11/24 Ck Req	06/12/24	793.55	76732	793.55
Edwards Chemicals	220	5326.220	Chemicals	IN151523	06/12/24	1,383.00	76733	1,383.00
Electronic Contracting Company	101	5211.101	Maintenance & Repair Equipment	58338	06/05/24	330.00	76696	330.00
Redacted	101	5282.101	Property Tax Rebate Program	6/11/24 Ck Req	06/12/24	878.77	76734	878.77
Frank P. Gilman, PA	103	5214.103	Other Contracted Services	5/1/24	05/31/24	1,190.00	32929	1,190.00
Frank P. Gilman, PA	103	5214.103	Other Contracted Services	Recurring Check	06/01/24	1,190.00	32929	1,190.00
Redacted	101	5273.101	Neighbors Helping Neighbors	671676	06/12/24	200.00	76735	2,200.00
Redacted	101	5273.101	Neighbors Helping Neighbors	671697	06/12/24	2,000.00		
Redacted	101	5282.101	Property Tax Rebate Program	6/11/24 Ck Req	06/12/24	841.10	76736	841.10

Galls, LLC	102	5308.102	Clothing & Uniforms 27961785	06/12/24	52.00	76737	467.29
Galls, LLC	102	5308.102	Clothing & Uniforms 28014925	06/12/24	60.00		
Galls, LLC	102	5308.102	Clothing & Uniforms 28014972	06/12/24	44.99		
Galls, LLC	102	5308.102	Clothing & Uniforms 28027073	06/12/24	125.00		
Galls, LLC	102	5308.102	Clothing & Uniforms 28056552	06/12/24	185.30		
Gather Media and Communications, LLC	101	5209.101	Professional Services 1237	06/12/24	4,343.50	76738	4,804.29
Gather Media and Communications, LLC	101	5219.101	Meeting Expense 1237	06/12/24	460.79		
GLOCK Professional, Inc.	102	5206.102	Travel Expense & Training TRP/100192582	06/05/24	250.00	76697	250.00
Gordon CPA, LLC	101	5213.101	Audit Fees 495233	06/05/24	17,300.00	76698	17,300.00
Emily Hage	106	5319.106	Contain the Rain Grant 6/5/24 Native Tr	06/12/24	174.16	76739	174.16
Redacted	101	5282.101	Property Tax Rebate Program 6/11/24 Ck Req	06/12/24	655.41	76740	655.41
Hometown Lawn, LLC	104	5214.104	Other Contracted Services 7684	06/05/24	101.00	76699	1,606.00
Hometown Lawn, LLC	106	5214.106	Other Contracted Services 3674	06/05/24	1,505.00		
Hometown Lawn, LLC	104	5214.104	Other Contracted Services 7911	06/12/24	70.00	76741	70.00
Redacted	101	5282.101	Property Tax Rebate Program 6/12/24 Ck Req	06/12/24	686.82	76742	686.82
Redacted	101	5282.101	Property Tax Rebate Program 6/11/24 Ck Req	06/12/24	592.91	76743	592.91
Johnson County Wastewater	220	5288.220	Waste Water 7792 5/30/24	06/12/24	78.51	76744	78.51
Johnson County Government	101	5218.101	IT & Communication 218922	06/05/24	44,295.46	76700	44,295.46
Joe Smith Company	220	5325.220	Concessions Food and Supplies 366421	06/05/24	284.74	76701	335.32
Joe Smith Company	220	5325.220	Concessions Food and Supplies 366547	06/05/24	50.58		
Chelsea Johnston	106	5319.106	Contain the Rain Grant 6/5/24 Rain Barr	06/12/24	118.21	76745	118.21
Max10 MO LLC	101	5210.101	Maintenance & Repair Building 166883	06/05/24	745.00	76702	1,220.00
Max10 MO LLC	106	5210.106	Maintenance & Repair Building 166973	06/05/24	475.00		
Kansas Gas Service	220	5289.220	Natural Gas 2518 6/11/24	06/12/24	86.86	76746	518.09
Kansas Gas Service	290	5289.290	Natural Gas 7527 6/8/24	06/12/24	431.23		
Redacted	101	5282.101	Property Tax Rebate Program 6/12/24 Ck Req	06/12/24	526.84	76747	526.84
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance 4050459	06/05/24	147.60	76703	147.60
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas 84551	06/12/24	4,091.77	76748	4,091.77
Lynda Leonard	101	5230.101	Art Commissioner Recurring Check	06/01/24	200.00	76679	200.00
Liftoff, LLC	101	5266.101	Computer Software 7294Renew24	06/05/24	10,164.00	76704	10,164.00
Lowe's Business Acct./GEMB	106	5306.106	Materials 1760 6/12/24	06/04/24	10.42	32931	1,572.58
Lowe's Business Acct./GEMB	106	5306.106	Materials 1760 6/12/24	06/04/24	6.63		
Lowe's Business Acct./GEMB	106	5306.106	Materials 1760 6/12/24	06/04/24	7.58		
Lowe's Business Acct./GEMB	106	5306.106	Materials 1760 6/12/24	06/04/24	17.06		
Lowe's Business Acct./GEMB	106	5306.106	Materials 1760 6/12/24	06/04/24	113.49		
Lowe's Business Acct./GEMB	106	5306.106	Materials 1760 6/12/24	06/04/24	68.32		
Lowe's Business Acct./GEMB	290	5307.290	Other Commodities 1760 6/12/24	06/04/24	124.41		
Lowe's Business Acct./GEMB	290	5307.290	Other Commodities 1760 6/12/24	06/04/24	26.54		
Lowe's Business Acct./GEMB	290	5307.290	Other Commodities 1760 6/12/24	06/04/24	13.28		
Lowe's Business Acct./GEMB	290	5307.290	Other Commodities 1760 6/12/24	06/04/24	43.18		
Lowe's Business Acct./GEMB	106	5318.106	Tools 1760 6/12/24	06/04/24	19.93		
Lowe's Business Acct./GEMB	106	5425.106	Other Capital Outlay 1760 6/12/24	06/04/24	379.05		
Lowe's Business Acct./GEMB	290	5425.290	Other Capital Outlay 1760 6/12/24	06/04/24	314.99		
Lowe's Business Acct./GEMB	300	5470.300	Park Maintenance 1760 6/12/24	06/04/24	17.46		

Lowe's Business Acct./GEMB	300	5470.300	Park Maintenance	1760 6/12/24	06/04/24	105.43		
Lowe's Business Acct./GEMB	300	5470.300	Park Maintenance	1760 6/12/24	06/04/24	1.88		
Lowe's Business Acct./GEMB	999	9999	Undistributed	1760 6/12/24	06/04/24	206.11		
Lowe's Business Acct./GEMB	999	9999	Undistributed	1760 6/12/24	06/04/24	68.34		
Lowe's Business Acct./GEMB	999	9999	Undistributed	1760 6/12/24	06/04/24	28.48		
Mauer Law Firm PC	101	5215.101	City Attorney	2094267	06/12/24	12,749.50	76749	12,749.50
Redacted	101	5282.101	Property Tax Rebate Program	6/11/24 Ck Req	06/12/24	648.23	76750	648.23
Venessa Maxwell-Lopez	103	5209.103	Professional Services	6/5/24 Public De	06/12/24	300.00	76751	300.00
Jordan Hart	360	5315.360	Machinery & Auto Equipment	75062	06/12/24	2,187.36	76752	4,603.62
Jordan Hart	103	5403.103	Office Equipment	75062	06/12/24	658.98		
Jordan Hart	105	5403.105	Office Equipment	75062	06/12/24	1,757.28		
MEI Total Elevator Solutions	101	5210.101	Maintenance & Repair Building	1075236	06/05/24	272.54	76705	272.54
Mission Parks & Recreation	101	5283.101	P Community Foundation Grant Expense	918394	06/12/24	1,555.00	76753	1,555.00
Moss Printing	101	5203.101		17980	06/12/24	90.00	76754	457.00
Moss Printing	220	5203.220	Printing & Advertising	17971	06/12/24	140.00		
Moss Printing	300	5470.300	Park Maintenance	18010	06/12/24	227.00		
Newman Signs, Inc.	106	5259.106	Traffic Control Signs	TRFINV054194	06/05/24	107.00	76706	107.00
Pitney Bowes Bank Inc Purchase Power	101	5205.101	Postage & Mailing Permits	7903 5/20/24	06/05/24	854.49	76707	854.49
Placer Labs Inc.	101	5218.101	IT & Communication	125650	06/12/24	6,000.00	76755	6,000.00
Pur-O-Zone, Inc.	220	5214.220	Other Contracted Services	889828	06/05/24	688.20	76708	688.20
Pur-O-Zone, Inc.	220	5304.220	Janitorial Supplies	895545	06/12/24	553.36	76756	553.36
Redacted	101	5282.101	Property Tax Rebate Program	6/11/24 Ck Req	06/12/24	768.43	76757	768.43
Rejis Commission	102	5214.102	Other Contracted Services	531348	06/05/24	238.88	76709	238.88
Ripple Glass, LLC	115	5272.115	Solid Waste Contract	11607	06/05/24	220.00	76710	220.00
Redacted	101	5282.101	Property Tax Rebate Program	6/11/24 Ck Req	06/12/24	857.76	76758	857.76
Redacted	101	5282.101	Property Tax Rebate Program	6/11/24 Ck Req	06/12/24	430.56	76759	430.56
Roeland Park Community Foundation - F	101	5283.101	P Community Foundation Grant Expense	6/3/24 Donation	06/12/24	1,000.00	76760	1,000.00
SFS Architecture	360	5442.360		16019	06/12/24	2,560.00	76761	2,560.00
SFS Architecture	300	5476.300	Community Center Improvement	15983	06/05/24	72,707.39	76711	72,707.39
Signco Inc.	106	5306.106	Materials	53782	06/05/24	96.76	76712	96.76
Simmons Gun Repair and Sales Inc	102	5211.102	Maintenance & Repair Equipment	25644	06/05/24	355.00	76713	585.00
Simmons Gun Repair and Sales Inc	102	5211.102	Maintenance & Repair Equipment	25661	06/05/24	230.00		
Strasser True Value	106	5318.106	Tools	454354	06/05/24	178.86	76714	178.86
Sysco Kansas City, Inc.	220	5325.220	Concessions Food and Supplies	657279635	06/05/24	480.03	76715	480.03
Juliana Torres	101	5267.101	Employee Related Expenses	6/3/24 PriceChop	06/03/24	21.17	32930	21.17
Karen Torline	103	5214.103	Other Contracted Services	Recurring Check	06/01/24	1,445.00	76680	1,445.00
Redacted	101	5282.101	Property Tax Rebate Program	6/12/24 Ck Req	06/12/24	692.49	76762	692.49
United Community Services of Johnson (	108	5206.108	Travel Expense & Training	9750449069	06/05/24	32.90	76716	32.90
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	662176	06/05/24	2,104.44	76717	2,104.44
Validity Screening Solutions	106	5207.106	Medical Expense & Drug Testing	244728	06/05/24	47.00	76718	47.00
Verizon Wireless	102	5202.102	Telephone	9964918293	06/05/24	273.61	76763	393.64
Verizon Wireless	104	5202.104	Telephone	9964918293	06/05/24	80.02		
Verizon Wireless	106	5202.106	Telephone	9964918294	06/12/24	40.01		
Watchmen Security Services, LLC	106	5210.106	Maintenance & Repair Building	89692	06/05/24	80.00	76719	140.00

Watchmen Security Services, LLC	106	5210.106	Maintenance & Repair Building 89845	06/05/24	60.00		
Original Watermen, Inc.	220	5308.220	Clothing & Uniforms 89130	06/05/24	874.40	76720	874.40
Water District No 1 of Johnson County	101	5287.101	Water 1593 6/5/24	06/12/24	111.71	76764	7,915.94
Water District No 1 of Johnson County	101	5287.101	Water 1593 6/5/24.	06/12/24	(46.59)		
Water District No 1 of Johnson County	106	5287.106	Water 1229 6/5/24	06/12/24	57.94		
Water District No 1 of Johnson County	106	5287.106	Water 1229 6/5/24.	06/12/24	(33.20)		
Water District No 1 of Johnson County	106	5287.106	Water 1489 6/5/24	06/12/24	(21.60)		
Water District No 1 of Johnson County	106	5287.106	Water 1489 6/5/24.	06/12/24	178.61		
Water District No 1 of Johnson County	106	5287.106	Water 1681 6/5/24	06/12/24	(21.60)		
Water District No 1 of Johnson County	106	5287.106	Water 1681 6/5/24.	06/12/24	27.81		
Water District No 1 of Johnson County	106	5287.106	Water 2212 6/5/24	06/12/24	85.41		
Water District No 1 of Johnson County	220	5287.220	Water 8373 6/5/24	06/12/24	(2.53)		
Water District No 1 of Johnson County	220	5287.220	Water 8373 6/5/24.	06/12/24	7,516.87		
Water District No 1 of Johnson County	290	5287.290	Water 3054 6/5/24	06/12/24	(34.63)		
Water District No 1 of Johnson County	290	5287.290	Water 3054 6/5/24.	06/12/24	97.74		
Nancy Whichman	101	5222.101	Traffic Signal Expense 5/23-30/24 EXP	06/12/24	68.70	76765	68.70
Redacted	101	5282.101	Property Tax Rebate Program 6/11/24 Ck Req	06/12/24	630.00	76766	630.00
Evergy	101	5201.101	Electric 5/31/24 EFT	05/31/24	818.65	EFT	818.65
Evergy	106	5201.106	Electric 5/31/24 EFT	05/31/24	121.27	EFT	121.27
Evergy	220	5201.220	Electric 5/31/24 EFT	05/31/24	221.32	EFT	221.32
Evergy	290	5201.290	Electric 5/31/24 EFT	05/31/24	347.45	EFT	347.45
Evergy	101	5222.101	Traffic Signal Expense 5/31/24 EFT	05/31/24	139.99	EFT	139.99
Evergy	101	5222.101	Traffic Signal Expense 6/4/24 EFT	06/04/24	45.48	EFT	45.48
Evergy	101	5269.101	Electric Vehicle Charging Program 5/31/24 EFT	05/31/24	261.38	EFT	261.38
Evergy	106	5290.106	Street Light Electric 5/31/24 EFT	05/31/24	1,878.20	EFT	1,878.20
Evergy	106	5290.106	Street Light Electric 6/4/24 EFT	06/04/24	158.88	EFT	158.88
KPERS	101	2040.101	KPERS Accrued Employee 5/31/24 EFT	05/31/24	2,800.18	EFT	2,800.18
KPERS	101	2040.101	KPERS Accrued Employee 5/31/24 EFT	05/31/24	4,654.79	EFT	4,654.79
KPERS	107	5131.107	KP&F City Contribution 5/31/24 EFT	05/31/24	5.50	EFT	5.50
KP&F	101	2045.101	KP&F Employee Withholding Payable 5/31/24 EFT	05/31/24	2,530.53	EFT	2,530.53
KP&F	101	2045.101	KP&F Employee Withholding Payable 5/31/24 EFT	05/31/24	8,175.55	EFT	8,175.55
Open Edge	101	5247.101	Credit Card & Bank Fees 7493 5/31/24	05/31/24	2,684.02	EFT	2,684.02
Quik Trip Corporation	102	5302.102	Motor Fuels & Lubricants 6429 6/5/24	06/05/24	2,239.68	EFT	2,239.68

271,607.33

Item Number: Consent Agenda- II.-B.
Committee 6/17/2024
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **City Council Meeting Minutes June 3, 2024**
Item Type:

Recommendation:

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	6/12/2024 - 4:54 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▢ City Council Meeting Minutes June 3, 2024	Cover Memo

**CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
ROELAND PARK CITY HALL
4600 WEST 51ST STREET, ROELAND PARK, KS 66205
June 3, 2024, 6:00 P.M.**

- Michael Poppa, Mayor
- Benjamin Dickens, Council Member
- Jan Faidley, Council Member
- Emily Hage, Council Member
- Jennifer Hill, Council Member

- Matthew Lero, Council Member
- Tom Madigan, Council Member
- Kate Raglow, Council Member
- Jeffrey Stocks, Council Member

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

Admin

Lero
Faidley

Finance

Stocks
Dickens

Safety

Hage
Hill

Public Works

Raglow
Madigan

(Roeland Park Council Meeting Called to Order at 6:01 p.m.)

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. All Governing Body members were present. Staff present were City Administrator Moody, City Attorney Walker, Assistant City Administrator/Finance Director Jones-Lacy, Police Chief Morris, Deputy Police Chief Honas, Public Works Director Scharff, Public Works Superintendent Shefcyk, and City Clerk Nielsen.

Modification of Agenda

There were no modifications to the agenda.

I. Public Comments

There were no public comments made.

II. Consent Agenda

- A. Appropriations Ordinance #1044**
- B. City Council Meeting Minutes May 20, 2024**
- C. Approve Cereal Malt Beverage License**

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

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

A. Update from the County - Commissioner Fast

Johnson County Commissioner Becky Fast from District 1 updated the Governing Body on several projects the Commissioners are involved in. She spoke to the Nelson Wastewater System updates noting their importance to both Roeland Park and Mission. She gave a history of the Nelson plant commenting on the age of the infrastructure and how Johnson County has worked to alleviate odors. The ongoing improvements will have a positive environmental impact, make the facility more energy efficient, and increase the area's water quality.

Commissioner Fast spoke about the Johnson County Wastewater Backup Prevention Program. She said that Johnson County will come out and assess homes that are experiencing backup and eligible homes will have the opportunity to take advantage of available funding to stop the stormwater from going into the sewer system with the new Inflow Program.

The new Merriam Plaza Library is complete and is now connected to the Merriam Community Center. Currently the county is working on the Corinth Library and the elevators at Cedar Roe although there are no major renovations slated right now in their comprehensive plan for Roeland Park's library.

Ms. Fast also spoke to how much Roeland Park has benefitted from the CARS program the past years and the sources of those funds.

Regarding stormwater manager, Commissioner Fast is the liaison for the northeast. She is thankful they embarked on 48th and Roe with 2023 funding. She said the sales tax program started in the 90s and would like to see the program increase with the higher population density which is critical in the county.

Commissioner Fast visited the Waste Management facility in Shawnee and said they have people working all day in the recycling center culling out items that cannot be recycled to avoid contamination. Our recyclables are shipped to China and will be returned if contaminated. Waste Management has created a Recycle Right program to educate residents on what can be recycled. Currently there are seven landfills in the area, and they are reaching capacity. It takes ten years to permit a landfill. The Commission has embarked on a study on the feasibility of a composting facility in Johnson County.

There have been innovations to the Johnson County Mental Health Center to include a youth residential crises and stabilization center. There has also been an integration of 988 (mental health) with 911 at the dispatch center. Also, the mental health co-responders took in 41,000 calls in 2022.

Commissioner Fast also noted that Johnson County has an aging population and there are county programs that provide assistance such as meal programs, counseling, and in-home services.

The county's public transit system is being evaluated and they are seeking advice and input from area locals especially with transit shelters to protect users from the elements.

Housing and home repair remain a top priority with the Commission. They continue to move forward with a new housing repair program. The Commissioners heard of the excellent work that Roeland Park has done and spoke with City Manager Moody regarding the program, and it has become the basis for

the county program. They are also currently seeking a SUP from the city of Lenexa for a homeless service center at the LaQuinta off 95th Street. If they cannot receive the SUP, it will become a resource for the homeless.

Commissioner Fast spoke to the local property tax relief programs that were led by Roeland Park's initiative.

She also spoke to the parks, noting that Meadowbrook and Antioch are the county's main parks. She also recommended that everyone check out the Means Kill Creek Observation Tower.

Commissioner Fast concluded her presentation stating that she wanted to be the City's voice and they can contact her when there are concerns.

CMBR Dickens said one of his objectives is the lack of sheltered transit stops and is glad the Commission is looking into it. He said he would love to help in their efforts.

CMBR Faidley asked if the homeless service center is contingent on Lenexa's approval of the SUP. Commissioner Fast said that if the SUP is not approved, they could still have transitional housing, but a homeless emergency use service center does require a special use permit. They hope to be through this process by September.

CMBR Faidley asked staff if on the tax property rebate the adjusted entry level for that program is accurate. Ms. Jones-Lacy said that Commissioner Fast's chart is correct, and they are the current standards the City uses. City Manager Moody added the adjustment has to do with the federal standard income level and had not been adopted. Ms. Jones-Lacy said they try to adjust that annually. CMBR Faidley said they could look at increasing it if they want to.

Mayor Poppa thanked Commissioner Fast for her report and being one of their voices on the Commission.

Commissioner Fast thanked the Governing Body for their work and especially on the Community Center and Nall Park. She said it is beautiful and she is so proud.

IV. Mayor's Report

A. Pride Month Proclamation

Mayor Poppa read the proclamation into the record declaring June as Pride Month in the City of Roeland Park. All Governing Body signed on to the proclamation.

Taryn Jones, Policy Director with Equality Kansas, was present and thanked the Governing Body for their continued support. She said that Roeland Park lead the way with their non-discrimination ordinance and banning conversion therapy. She said they are a leader in Johnson County.

Mayor Poppa said they would not be where they are today without Equality Kansas.

B. National Gun Violence Awareness Day Proclamation

Mayor Poppa read the proclamation into the record noting that June 7th is National Gun Violence Awareness Day. He said this is especially relevant considering the City's tragic loss of Lisa Galvin due to gun violence earlier this year.

Leanna Barclay, Co-Chapter lead with the Kansas Moms Demand Action, thanked the Councilmembers for their recognition. She said they wear orange to honor those killed in gun violence because it is the color hunters wear to signal they are there and not to shoot. She said that on the morning of June 8th at Harmon Park there will be a rally to raise awareness of gun violence.

All Councilmember signed on to the proclamation.

(Photos were taken)

V. Reports of City Liaisons and Committees

A. Planning Commission Update

Lisa Brunner, Vice-Chair of the Planning Commission, provided an update on their activities. She said the Planning Commission and the City Council have been getting into the weeds and going through the draft code of ordinances.

Ms. Jones-Lacy said the review will be followed up with a public hearing. She will send the changes out for everyone's review once they get them back from Chris Shires, the City's consultant from Confluence. He will pull that together and then a public hearing will be held July 16th before the Planning Commission.

Ms. Brunner commented that Mr. Shires has been very helpful, and she believes the people will be happy with the clear language and great vision that has been incorporated into the proposed changes and that this will serve the community well for a long time to come. She added that it was a great project and well worth the effort.

Mayor Poppa said it has been a pleasure working with the Planning Commission on the revisions and is looking forward to completing the process.

CMBR Faidley thanked the Planning Commission for their great work. She appreciated all the comments and the requirements put on the cell phone tower expansion. She said it was well thought out and reasonable.

VI. Unfinished Business

There was no Unfinished Business to discuss.

VII. New Business

A. Approve Construction Manager at Risk for Community Center Phase 2 Renovations

MOTION: CMBR MADIGAN MOVED AND CMBR HAGE SECONDED TO APPROVE THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH UNIVERSAL CONSTRUCTION FOR PHASE 2 RENOVATIONS

AT THE COMMUNITY CENTER WITH A NOT TO EXCEED PRICE OF \$64,000 AND 3 PERCENT OF CONSTRUCTION COSTS FOR THE GENERAL CONTRACTOR AND PROJECT SUPERVISION SERVICES. (THE MOTION CARRIED 8-0.)

B. Approve Agreement with Placer AI

Mayor Poppa said this has been reviewed by the DEI committee and after their input there are no material changes to the agreement since they discussed this at the last Workshop.

MOTION: CMBR DICKENS MOVED AND CMBR LERO SECONDED TO APPROVE A ONE-YEAR SERVICE AGREEMENT WITH PLACER AI WITH SERVICE TO COMMENCE JULY 1, 2024. (THE MOTION CARRIED 8-0.)

C. Approve Agreement with KDOT for the 2025 Nall Ave Road Improvements

Mayor Poppa said this was discussed in Workshop and the project will be from 51st Street south to Johnson Drive. It is the standard agreement and language.

MOTION: CMBR HAGE MOVED AND CMBR HILL SECONDED TO APPROVE THE AGREEMENT WITH KDOT FOR THE 2025 NALL IMPROVEMENT PROJECT. (THE MOTION CARRIED 8-0.)

CMBR Faidley requested further information that would be beneficial for everyone in outlining the process on what happens with a federally approved project and the dollars. She asked when they applied, how long this has been going on, and when do they get approval and then the agreement.

City Manager Moody said that STP funds are allocated every other year. Their submittal was in 2023 for 2025 funding. The \$660,000 will not come to Roeland Park as KDOT is the project administrator. Roeland Park will design the project to KDOT standards who then review and approve the plans and will go through the bid process. KDOT holds the contract for the work. Roeland Park will put on deposit their local match and KDOT will disburse the funds. Funds are to be deposited before it is put out for bid, so they put their match on deposit late this year or early next year. There are specific procedures to follow for temporary construction easements and it will require an appraisal to establish value. An offer will be made based on the appraised value. There will be a certain time for a property owner to respond. The process is more formal and tends to take longer than non-federally funded local projects. Roeland Park will be working with the contractor selected by KDOT on the project.

D. Property Tax Rebate Program Process

Ms. Jones-Lacy said the program has been operating since it became a 2019 budget objective. When it was put in place they established criteria that the Council would approve committee to review the applications and make approvals. They also wanted to involve a financial professional. Staff has found that this process is not the most efficient and that the program guidelines should dictate who is most eligible and who is not. They always take applications on a first come-first serve basis if the budget is a concern. Staff is recommending eliminating the committee and allowing staff to review the proposals and make the determination based on the program guidelines. In 2025, they will bring the guidelines to the Governing Body for review and to make amendments. They do not want to do it now for 2024 as they have received 19 applications and the process for this year has begun. Ms. Jones-Lacy added

that no other cities have a committee and Roeland Park does not have a committee for any of their other grant programs.

Mayor Poppa said he understands the reason for not having a committee.

CMBR Hill said she agreed with the decision. She has been on committee and for residents' privacy, she believes it is best for a select few staff members to be able to see the applicant's full information.

CMBR Faidley also agreed with making this an administrative function added that she too is also on the committee. She said the only issue they had was a verification of household income in a complex situation which resulted in them making a judgment. She said that having the extra information from others in the community was helpful in making that decision.

CMBR Madigan asked if they should submit any recommended changes before the program comes back to them. Ms. Jones-Lacy said to send those recommendations to her, but the item will come back before the Governing Body in the fall for discussion before making any changes. CMBR Madigan said he would like to see them expedite the application process.

MOTION: CMBR HILL MOVED AND CMBR MADIGAN SECONDED TO APPROVE AS A STAFF ADMINISTRATIVE DECISION THE RECIPIENTS OF THE PROPERTY TAX REBATE PROGRAM INSTEAD OF THROUGH COMMITTEE APPROVAL. (THE MOTION CARRIED 8-0.)

VIII. Ordinances and Resolutions

No ordinances or resolutions were present.

IX. Reports of City Officials

A. City Manager Report

City Manager Moody introduced John Shefcyk, the new Public Works Superintendent.

Mayor Poppa thanked him for being part of the team and welcomed him to Roeland Park.

Adjourn:

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

(Roeland Park City Council Meeting Adjourned at 6:57 p.m.)

Kelley Nielsen, City Clerk

Michael Poppa, Mayor

Item Number: Mayor's Report- IV.-A.
Committee 6/17/2024
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: Alzheimer’s and Brain Awareness Month Proclamation
Item Type:

Recommendation:

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	6/3/2024 - 5:33 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ Alzheimer's Proclamation	Cover Memo

Item Number: Mayor's Report- IV.-B.
Committee 6/17/2024
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: Juneteenth Proclamation
Item Type:

Recommendation:

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
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- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	6/17/2024 - 4:31 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ Juneteenth 2024 Proclamation	Cover Memo



Proclamation

Recognizing June 19, 2024, as Juneteenth in the City of Roeland Park

WHEREAS, on June 19, 1865, more than two and a half years after the Emancipation Proclamation was issued by President Abraham Lincoln, Major General Gordon Granger arrived in Galveston, Texas, to declare the end of slavery; and

WHEREAS, since 1865, June 19 has become known as Juneteenth, and is the oldest known celebration commemorating the abolition of slavery in the United States; and

WHEREAS, slavery was a legal institution that served as a tool of oppression, exploitation and economic development in the United States for nearly 250 years, leading to significant racial disparities in wealth, status, and capital that are still felt to this day; and

WHEREAS, Juneteenth is a day of profound weight and power. It is a day which allows us to remember the terrible toll of slavery on our country and the legacy of systemic racism, inequality, and inhumanity. It is also a day that reminds us of our extraordinary capacity to heal, hope, and emerge from our darkest hours with purpose and resolve; and

WHEREAS, Juneteenth Day celebrates Black American freedom and achievement, while encouraging self-development and respect for all cultures, as it takes on a national, symbolic, and even global perspective, to ensure the events of the past are not forgotten; and

WHEREAS, the crimes and struggles of our ancestors cannot be separated from our country's modern history, and the continued recognition and celebration of Juneteenth Day provides us with the opportunity to not only commemorate and reflect on our collective past, but to answer the call to dismantle systems of oppression that persist in our cultural institutions;

NOW THEREFORE, I, Mayor Michael Poppa, do hereby proclaim June 19, 2024, as

Juneteenth

in the City of Roeland Park, Kansas, and urge all community members to honor the legacy, history, and culture of Black Americans, while recognizing that there is still much to be done in the work to eradicate systemic racism and realize true equity, freedom, and justice for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Roeland Park to be affixed this 17th day of June 2024.

MICHAEL POPPA
Mayor

Item Number: Reports of City Liaisons- VI.-A.
Committee 6/17/2024
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 6/11/2024
Submitted By: Carrie Paulette and Harold Morales
Committee/Department: Diversity, Equity, and Inclusion Committee
Title: Diversity, Equity, and Inclusion Committee
Item Type: Report

Recommendation:

Informational only. Carrie Paulette and Harold Morales to provide update.

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

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- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	6/11/2024 - 3:48 PM

Goals/Objectives & Terms

Item Number: Reports of City Liaisons- VI.-B.
Committee 6/17/2024
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 6/11/2024
Submitted By: Council Member Madigan
Committee/Department: Ad-Hoc Historical Committee
Title: **Ad-Hoc Historical Committee**
Item Type: Report

Recommendation:

Informational only. Council member Madigan to provide update.

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

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- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	6/11/2024 - 4:57 PM

Goals/Objectives & Terms

Item Number: New Business- VIII.-A.
Committee 6/17/2024
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 5/6/2024
Submitted By: Jennifer Jones-Lacy, Assistant City Administrator/Finance Director
Committee/Department: Admin
Title: **Approve Agreement with Bike Share KC for Ebike Program (5 min)**
Item Type: Agreement

Recommendation:

Approve an agreement with Bike Share KC for maintenance of the e-bike program to be launched later in 2024.

Details:

The attached agreement is with Bike Share KC, a subsidiary of BikeWalkKC for the maintenance of 20 e-bikes that the City will have as part of the Carbon Reduction Program Grant (CRPG) awarded by MARC. This project is in partnership with the City of Mission who is the lead. Mission will be issuing an RFP to purchase bikes for the program and they will be setup by Bike Share KC who will also be responsible for charging and repairing the bikes. The agreement has been reviewed and approved by both the city attorney and Bike Walk KC.

The CRPG program provided 80% of the funding needed to purchase and maintain the bikes through 2028 (five years). The City's share is \$50,000 and is in the 2024 projected budget. The City will be responsible for also purchasing and installing the concrete pad and bike racks for the program. We intend to go into a joint agreement with Mission to complete this purchase and installation.

We plan to install these racks at R Park and near Skyline Boulevard and Roe in the City's right-of-way, primarily. We will be working with the owners of the Bella Roe Shops to get permission to install the bike pad partially on their property as our ROW is not large enough in that area to fully accommodate the entire pad. KDOT has indicated that the bike pads need to be placed on or near a street. We will work with them to get additional information on location criteria. Considering KDOT requirements, we intend to let the Parks Committee weigh in on the exact location in R Park and we will share the proposed spot at a later date.

We will also need to enter into a co-operative agreement with Mission for the joint purchase of the bikes and for the bike racks, and at that point we can share more precise location information.

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

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- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Jones-Lacy, Jennifer	Approved	6/13/2024 - 5:06 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▢ Agreement with BikeShare KC for bike maintenance	Exhibit

COOPERATIVE AGREEMENT FOR BICYCLE SHARING PROGRAM BETWEEN THE CITY OF ROELAND PARK, KANSAS AND BIKE SHARE KC

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **ROELAND PARK, KANSAS** (hereinafter referred to as the "MUNICIPALITY"), and **BIKE SHARE KC**, a 501-c3 non-profit organization (hereinafter referred to as "CONTRACTOR").

WHEREAS, CONTRACTOR is a Missouri nonprofit corporation that wishes to develop, own and operate a public bicycle-sharing rental program in the greater Kansas City metro area, which includes the MUNICIPALITY; and,

WHEREAS, the bicycle-sharing program will provide a low-cost transportation option for short trips and include educational programs to offer users bicycle safety and skills; and,

WHEREAS, the bicycle-sharing program will offer residents and visitors opportunities for transportation, recreation, and fitness and will increase the visibility of bicycling and raise awareness of safety, accessibility, public health, and transportation issues; and,

WHEREAS, the MUNICIPALITY received grant funding from the Carbon Reduction Program in conjunction with the City of Mission to offer bike share services to people within the community; and,

WHEREAS, the MUNICIPALITY expressed a desire to enter into an agreement with CONTRACTOR to establish and operate bicycle-sharing program in MUNICIPALITY parks and other city locations in which MUNICIPALITY will provide bicycles and bicycle-sharing facilities, and the CONTRACTOR will provide daily operational and maintenance; and,

WHEREAS, for a bicycle-sharing program to be successful, program facilities will have to be placed at locations within MUNICIPALITY that prioritize visibility, location desirability, and convenience, among other considerations; and,

WHEREAS, in order for the MUNICIPALITY'S residents, workers and visitors to have a high quality bicycle-sharing program with the features MUNICIPALITY desires, the program will seek support in part by allowing advertising for sponsors on bicycle-sharing facility equipment, including the program bicycles;

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties hereto, MUNICIPALITY and the CONTRACTOR hereby enter into this Agreement, subject to the following terms and conditions:

Section 1. Scope of Agreement.

The purpose of this Agreement is to provide for the installation, management, operation, and maintenance of bicycle-sharing stations within certain MUNICIPALITY parks and at other key locations throughout the city. Nothing herein shall be deemed as authorization for the CONTRACTOR to install Program components on privately owned property.

Section 2. Term.

This Agreement, unless earlier terminated or amended as provided for herein, is effective for an initial twelve (12) month period, beginning July 1, 2024.

Section 3. Renewal. Contract will auto renew for four (4) additional twelve (12) month periods at the same terms and conditions of this Agreement.

Section 4. Definitions.

The following terms have the meaning and/or usage ascribed herein, except where an alternative definition or usage is specifically provided:

1. Contractor means Bike Share KC and every person or entity retained by Bike Share KC to design, manufacture, install, construct, deconstruct, reconstruct, or maintain the Program components.

2. Maintenance includes every action, up to and including replacement of any structure or component, necessary to keep the Program equipment in good working order, whether such action is necessitated by normal wear and tear, accident, storms or other acts of God, or vandalism.

3. Program means the bicycle-sharing program operated by Bike Share KC in MUNICIPALITY parks and other locations in the City pursuant to this Agreement, including all facility locations in the park right-of-way, and other MUNICIPALITY land.

4. Public Improvements means the in-ground structures necessary to support program facilities, including electrical connections, and concrete platforms.

5. Restoration Costs means costs necessary to put land or property back into the same condition it was in before the land or property was disturbed by the Program.

Section 5. The CONTRACTOR's Obligations.

1. Program Operation: During the dates of operation set forth below, the CONTRACTOR agrees to operate a bicycle-sharing program in designated MUNICIPALITY parks and facilities, consisting of bicycles, bike racks, and signage.

2. Maintenance & Operations: The CONTRACTOR is responsible for day-to-day operations of the Program, user fee collection, and equipment and facility maintenance as expressed in Section 9 of this agreement.

3. Dates of Operation: For each calendar year of this Agreement, the CONTRACTOR shall not operate the Program any earlier than March 1 nor any later than November 30. The CONTRACTOR further agrees that between November 30 and March 1, it shall remove, and store, all bicycles from Program facilities and ensure that any remaining Program equipment will not prevent MUNICIPALITY from meeting the MUNICIPALITY's snow and ice removal requirements and policies. The CONTRACTOR shall be permitted to operate the Program outside of these dates of operation only with the written permission of the MUNICIPALITY's City Administrator.

4. Reporting & Records Requirements:

a. Performance Reports. Reports will detail system usage, revenue generation, maintenance and operations activities, and other data requested by MUNICIPALITY. Quarterly performance reports will be delivered coinciding with CONTRACTOR's invoices to MUNICIPALITY per Section 10. The CONTRACTOR will provide a full calendar year report

on the Program's performance and operations to MUNICIPALITY each year by January 15.

b. Records. The CONTRACTOR shall maintain all its books, documents and records relating to this Agreement during the Agreement period and for five (5) years after the date of its termination, and shall provide MUNICIPALITY access to such at MUNICIPALITY's written request. The books, documents and records shall be made available to MUNICIPALITY within ten (10) days after the written request is made.

c. Fees, Revenues and Related Financial Matters. Unless otherwise provided herein, the CONTRACTOR is solely responsible for paying all necessary licensing, permitting, or registration fees that may be necessary to comply with the City or County ordinances and codes, State statutes or codes, or other law.

5. Promotions:

a. MUNICIPALITY will furnish logos to be applied by the CONTRACTOR on each bike, map/add panel, and bike rack purchased by MUNICIPALITY and entered into the Program.

b. The MUNICIPALITY logo, as provided by MUNICIPALITY, will be displayed on the official CONTRACTOR's bicycle-sharing web site in the same place and manner as other Program sponsors.

c. The CONTRACTOR will mention at least one MUNICIPALITY program or special event upon request, as designated by MUNICIPALITY, per year on a bicycle-sharing social media outlet.

Section 6. MUNICIPALITY Responsibilities.

1. Program Operation: MUNICIPALITY will procure and retain title for bike share bicycles, bike racks, map/ad panels, and miscellaneous equipment related to the program.
2. Bike Rack Locations: MUNICIPALITY staff will work with the CONTRACTOR to establish mutually acceptable bike rack locations within MUNICIPALITY parks and other city locations.
3. Equipment installation: MUNICIPALITY will be responsible for installation of the bike racks, map/ad panels, and associated concrete paving.
4. Compensation: MUNICIPALITY shall compensate Bike Share pursuant to Section 10 of this agreement.
5. Advertising: MUNICIPALITY will be responsible for advertising per Section 7 of this agreement.

Section 7. Advertisement.

1. Owner Advertising: As the sole owner of the bike share equipment, MUNICIPALITY reserves the right to sell advertising and sponsorships related to the Program, as seen fit, and retain full proceeds thereof. MUNICIPALITY will be responsible for installation and maintenance of advertising and sponsorship materials.
2. Contractor Advertising: The CONTRACTOR may request approval from

MUNICIPALITY to sell sponsorships or advertisements related to the Program, in manner or locations previously unsold. Sponsorships or advertisements arranged by the CONTRACTOR must comply with MUNICIPALITY's guidelines for advertising and sponsorships. Upon approval, CONTRACTOR will be responsible for installation and maintenance of any advertising or sponsorship materials. 70% of revenues generated by said advertising and sponsorship will be retained by the CONTRACTOR, but deducted from the operational fees due to CONTRACTOR by MUNICIPALITY, distributed across the effective term of the advertising or sponsorship arrangement. (90) business days.

3. CONTRACTOR assumes all responsibility for costs, repair, and replacement for damages to station, bicycles, and their service vehicles.
4. Eighty-five percent (85.00%) of the actively deployed bicycle fleet must be in working condition and available to users.
5. Rebalancing and support for up to two (2) special events per year, as requested by MUNICIPALITY.
6. Rebalance and redistribute bikes. Balancing will be reactive as the system is launched, and move to proactive means, to ensure peak demands are met, as usage patterns emerge. CONTRACTOR may make recommendations for geographical rebalancing of the bike share program, based on usage pattern, to be approved by MUNICIPALITY prior to implementation. At a minimum, balancing will be performed weekly, prior to weekends, such that the main facility bike racks are stocked prior to anticipated peak demand periods.
7. Develop a program operations and maintenance plan, documenting procedures, schedules, and technical guidance necessary for the ongoing operation of the program. The plan should define and provide understanding of system operations and performance. The operations procedures will address all facets of the technical operation and maintenance of all equipment. The Operations and Maintenance Plan (The "O&M Plan") must be continuously updated to reflect the latest changes. Keep all written material, including system documentation, up to date as changes occur. MUNICIPALITY reserves the right to request changes in the O&M Plan, and provide oversight of the CONTRACTOR, to bring operations procedures in line with performance expectations expressed in this agreement.

Notwithstanding anything in the above provision, the parties agree that MUNICIPALITY shall have right to work within park or city property and right-of-way, whether by its own forces or contracted forces. MUNICIPALITY also may, but is not obligated to, perform maintenance on the improvements. In the event that MUNICIPALITY determines CONTRACTOR has failed to perform maintenance in accordance with the standards set forth in this Agreement, MUNICIPALITY shall send notice to the CONTRACTOR whereupon the CONTRACTOR shall have fourteen (14) calendar days from the date of the notice to correct any deficiencies, except that in the event of an emergency posing a risk to public health, safety or welfare, MUNICIPALITY may act without providing the above-referenced notice. If the CONTRACTOR does not resolve the deficiency within the allotted time, or if MUNICIPALITY acted in an emergency situation, MUNICIPALITY shall charge the costs to the CONTRACTOR and the CONTRACTOR shall be obligated to reimburse MUNICIPALITY within thirty calendar days.

Section 10. Compensation

1. Quarterly Operating Costs.

Operating quarters are defined per the calendar year; January-March, April-June, July- September, and October-December. CONTRACTOR will invoice MUNICIPALITY in arrears QUARTERLY, no later than the 20th day of the following month, for the prorated portion of the operating cost of One Thousand Six Hundred Dollars ((\$1,600.00) annually, per bike entered into the program by Municipality. Operating fees are subject to annual increases not to exceed four percent (4.00%) per year, the first such increase to be calculated and effective on the first anniversary of the Service Start Date. Payment terms of such invoices shall be net 30 days.

- a. Operating revenues earned by CONTRACTOR through user fees, and/or approved advertising and sponsorships, shall be deducted quarterly from MUNICIPALITY's due compensation.
- b. CONTRACTOR shall submit its quarterly performance report with the quarterly invoice. MUNICIPALITY reserves the right to reasonably contest the record of underperformance detailed in the CONTRACTOR's report. Any disputes will be cause for MUNICIPALITY and CONTRACTOR management to convene to discuss performance, and make reasonable terms for payment and/or updates to CONTRACTOR's service procedures.
- c. Billing will occur in 4 quarters annually, regardless of active dates of operation.
- d. MUNICIPALITY will pay invoices within 30 days of receipt.

Section 11. Dangerous Conditions.

The Parties shall take all necessary precautions so as not to suffer or permit any unreasonably dangerous condition to pedestrians and/or motorists to be created, exist or continue. In the event MUNICIPALITY declares an unreasonably dangerous condition to exist, the CONTRACTOR shall take all steps reasonably necessary and without delay to abate the condition.

Section 12. Invoicing and Payment

- a. The CONTRACTOR shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the MUNICIPALITY City Administrator.
- b. Payment for all equipment, supplies, and services shall be made in arrears. MUNICIPALITY shall not make any advance deposits without the prior written consent of the MUNICIPALITY City Administrator.
- c. MUNICIPALITY is exempt from state and local sales and use taxes by KSA 79-3606. Situs of all transactions under the order(s) that shall be derived from the bid request shall be deemed to have been accomplished within the State of Kansas.

Section 13. Cancellation/Termination of Agreement

- a. In the event of material breach of the contractual obligations by either Party, the non-breaching Party may cancel the Agreement. At its sole discretion, Each Party shall have an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification of a written plan detailing how the Party intends to cure the breach.
- b. If the breaching Party fails to cure the breach or if circumstances demand immediate action, the non-breaching Party will issue a notice of cancellations terminating the

Agreement immediately.

c. MUNICIPALITY reserves the right to terminate the contract at any time for the convenience of Roeland Park, without penalty or recourse, by giving the CONTRACTOR a written notice of such termination at least 90 calendar days prior to termination. The CONTRACTOR shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the notice of termination.

d. The Agreement is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto, (the "Act"). By virtue of this Act, MUNICIPALITY is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during MUNICIPALITY's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should MUNICIPALITY fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to MUNICIPALITY of any kind whatsoever."

Section 14. Communications and Notices

All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid, or delivered by courier to the following:

Roeland Park:	Name: Keith Moody Roeland Park City Administrator 4600 W. 51 st Street Roeland Park, KS 66202
CONTRACTOR:	Name: Eric Rogers Executive Director 1106 E 30th Street, Suite G Kansas City, MO 64109

All notices are effective on the date mailed or upon receipt if delivered by a courier. Either Party may provide the other party a change of address in writing which change shall be effective ten (10) days after delivery.

Section 15. Inventions, Patents and Copyrights

The CONTRACTOR shall defend, protect, and hold harmless MUNICIPALITY, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the CONTRACTOR's performance or products produced under the terms of the Agreement.

Section 16. Non-Discrimination in Employment

In accordance with K.S.A. 44-1030, the CONTRACTOR agrees that:

a. The CONTRACTOR shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

- b. In all solicitations or advertisements for employees, the CONTRACTOR shall include the phrase “equal opportunity employer,” or a similar phrase to be approved by the Kansas Human Rights Commission (“Commission”);
- c. If the CONTRACTOR fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the CONTRACTOR shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by Roeland Park;
- d. If the CONTRACTOR is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, CONTRACTOR shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by MUNICIPALITY; and
- e. The provisions of this Section shall not apply to the CONTRACTOR if the CONTRACTOR employs fewer than four employees during the term of the present contract or the present contract cumulatively totals \$5,000 or less during the fiscal year of Roeland Park.

Section 17. Americans with Disabilities Act

In connection with the furnishing of equipment, supplies, and/or services under the contract, the CONTRACTOR and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (“ADA”).

Section 18. Governing Law

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas. The CONTRACTOR shall require its subcontractors to secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of their obligations under this Agreement.

Section 19. Hold Harmless

The CONTRACTOR agrees to protect, defend, indemnify and hold the MUNICIPALITY Governing Body, its officers, appointed officials, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of the CONTRACTOR. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent. This Section 19 shall NOT apply if such losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities are a direct result of MUNICIPALITY’s intentional act(s) (or omissions thereof) or gross negligence.

Section 20. Right to Examine and Audit Records

The CONTRACTOR agrees that MUNICIPALITY, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records

of the CONTRACTOR hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The CONTRACTOR shall require all of its payees including but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the CONTRACTOR and payee. Further, the CONTRACTOR agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to MUNICIPALITY any and all such books, documents, papers, and records.

Section 21. HIPAA Compliance

The CONTRACTOR agrees to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of HIPAA, the administrative regulations issued by the Department of Health and Human Services ("DHHS") as found in 45 C.F.R. Parts 160 through 164 (the "HIPAA or DHHS regulations"), and the Health Information Technology for Economic and Clinical Health Act, Public Law 11-005 (the "HITECH Act"), as such laws and regulations may be amended from time to time, and enter into a Business Associate Contract with MUNICIPALITY, as may be required, so as to provide necessary reasonable assurances to MUNICIPALITY that the CONTRACTOR as a "Business Associate" will comply with the portions of those laws and regulations made applicable to Business Associates by HIPAA and the HITECH Act.

Section 22. Insurance.

The CONTRACTOR shall procure and maintain, and shall require its subcontractors to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. The CONTRACTOR shall ensure that MUNICIPALITY is named as an additional insured.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$1,000,000.
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

2. Workers' Compensation Insurance: if applicable, as required by statute, including Employers Liability with limits of:

- | | | |
|----|---------------------------------------|---------------------------------|
| a. | Workers' Compensation (if applicable) | Statutory |
| b. | Employers' Liability with limits of: | \$100,000 each accident |
| | | \$500,000 disease –policy limit |
| | | \$100,000 disease each employee |

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Cooperative Agreement.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

5. The CONTRACTOR shall deliver to MUNICIPALITY, prior to the start of any work at the site of the improvements, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to Roeland Park. The receipt or acceptance of a certificate of insurance that does not incorporate the required terms and coverage shall not constitute a waiver by MUNICIPALITY of the insurance requirements contained in this Agreement.

6. All policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by the CONTRACTOR will contain waiver provisions. The certificates of insurance will also contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

7. If the coverage afforded is cancelled or changed or its renewal is refused, the CONTRACTOR shall give at least thirty (30) days prior written notice to MUNICIPALITY. Regardless of any approval by MUNICIPALITY, it is the responsibility of the CONTRACTOR to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event the CONTRACTOR fails to ensure that the required insurance is procured and maintained in effect, or that MUNICIPALITY is named as an additional insured, MUNICIPALITY may order that the operation of the program immediately stop and, upon ten (10) days’ notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

Section 23. Independent Contractor.

The CONTRACTOR and its subcontractors are independent contractors and are not MUNICIPALITY’s agents. The CONTRACTOR and its subcontractors have no authority to take any action or execute any documents on behalf of MUNICIPALITY except as specifically provided for in this Agreement.

Section 24. Waiver.

No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

Section 25. Modification.

This Agreement shall not be amended, modified or canceled without the written consent of the parties.

Section 26. No Partnership.

It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 27. Further Acts.

The parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement.

Section 28. Cooperation.

The parties shall cooperate in the implementation and performance of the acts, undertakings and obligations as set forth in this Agreement.

Section 29. Binding Effect.

This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest.

Section 30. Representations.

The parties certify that they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties on the date for approval set forth above and shall be effective as of date set forth above which shall be the last date on which this Agreement is approved by a party hereto.

City of Roeland Park

Bike Share KC

Keith Moody, City Administrator

Eric Vaughan, Director of Bike Share

DATED: _____

DATED: _____

APPROVED AS TO FORM

Steve Mauer, Roeland Park City Attorney

Item Number: New Business- VIII.-B.
Committee 6/17/2024
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 6/17/2024
Submitted By: Jennifer Jones-Lacy, Assistant City Administrator/Finance Director
Committee/Department: Sustainability and Aquatics Center Advisory Committee
Title: Committee Appointments (5 min)
Item Type: Other

Recommendation:

To appoint John Puriceli, Michael Janes, and Natasha Rickels to the Sustainability Committee and Gabrielle Kempf and Elizabeth Baddeley to the aquatics advisory committee.

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:

Line Item Code/Description:

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	6/12/2024 - 4:55 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ John Puricelli	Cover Memo
▣ Michael Janes	Cover Memo
▣ Natasha Rickel	Cover Memo
▣ Gabrielle Kempf	Cover Memo
▣ Elizabeth Baddeley	Cover Memo

Online Form Submittal: Committee Volunteer Form

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

Tue 4/2/2024 9:59 AM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Jennifer Jones-Lacy <jjones-lacy@roelandpark.org>

Committee Volunteer Form

Date	4/2/2024
First Name	John
Last Name	Puricelli
Address	5220 Sycamore Dr
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Humble Bee Holdings LLC
How long have you been a resident of Roeland Park?	11 months
How much time do you have to devote per month?	20 hours
Board & Committee Interest	I have been interested in Sustainability for a long time. I work in agriculture, so maintaining a healthy planet is an important part of my day-to-day job. I believe that an important step in making the world a more sustainable place is keeping people accountable. Most people want to help, but some people just need a little guidance.
Select a Board or Committee	Sustainability
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	Field not completed.
Resume	<u>Farming Resume.docx</u>

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

Online Form Submittal: Committee Volunteer Form

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

Wed 4/3/2024 9:51 AM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Jennifer Jones-Lacy <jjones-lacy@roelandpark.org>

Committee Volunteer Form

Date	4/3/2024
First Name	Michael
Last Name	Janes
Address	5407 Rosewood St
City	Roeland Park
State	Kansas
Zip	66205
Email	
Phone	
Place of Employment	Savion
How long have you been a resident of Roeland Park?	2.5 years
How much time do you have to devote per month?	8 hours
Board & Committee Interest	My desire to give back to my community has always been lingering, and I'm just now getting to a place in life where I have the time and ability to be more active in civic engagement. I currently work for a solar & energy storage developer in a finance and strategy role and am seeking to make connections with, learn from, and work alongside sustainability minded neighbors to make Roeland Park an even better place to live! I've served as co-chair of the USGBC (US Green Building Council, most commonly known for being the body responsible for LEED accreditation) Emerging Professionals - Central Plains chapter and am currently serving on the board of Young Professionals in Energy - KC (YPE - KC) on the events committee. Professionally, I've also worked for a large KC based commercial contractor (JE Dunn) in a project management role and at the Federal Reserve Bank of Kansas City in a financial analyst role. I'm hopeful that I can provide a unique background

and skillset to further the reach and ability of the sustainability committee, and potentially other areas of Roeland Park in the future!

Select a Board or Committee	Sustainability
-----------------------------	----------------

Are you a high school student between the ages of 14 and 18?	No
--	----

Additional Comments	<i>Field not completed.</i>
---------------------	-----------------------------

Resume	<i>Field not completed.</i>
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Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Committee Volunteer Form

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

Mon 11/7/2022 9:21 AM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Erin Winn <EWinn@roelandpark.org>

Committee Volunteer Form

Date	11/7/2022
First Name	Natasha
Last Name	Rickel
Address	5407 Rosewood Street
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	NorthPoint Development
How long have you been a resident of Roeland Park?	1 year 4 months
How much time do you have to devote per month?	15-20 hours
Board & Committee Interest	Good morning - I was looking for different ways to get involved within our community, and I came across the volunteer opportunities at City Hall - specifically, the opportunity to assist with the Roeland Parker. I've been interested in getting involved within our community since moving here last year, but I was unable to commit significant time until recently completing my master's degree. As a communications professional, I would love to use my experience to assist with the production of the Roeland Parker. I currently develop and distribute the quarterly newsletter for the NorthPoint Foundation, a local charity based out of Kansas City, MO. At work, I also work on both internal and investor-related updates and newsletters. If you are still looking for help with Roeland Parker or have other communication-based opportunities, I'd love to positively impact our community.

Select a Board or Committee Other

Are you a high school
student between the ages of
14 and 18? No

Additional Comments *Field not completed.*

Resume [Resume19KUEdwards.pdf](#)

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

Online Form Submittal: Committee Volunteer Form

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

Tue 6/4/2024 12:43 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Jennifer Jones-Lacy <jjones-lacy@roelandpark.org>

Committee Volunteer Form

Date	6/4/2024
First Name	Gabrielle
Last Name	Kempf
Address	3903 W 47th St
City	Roeland Park
State	Kansas
Zip	66205
Email	
Phone	
Place of Employment	McClure Engineering Co
How long have you been a resident of Roeland Park?	New resident
How much time do you have to devote per month?	8-15 hours/month
Board & Committee Interest	I am new to Roeland Park, but am looking for ways to become involved. The Aquatics Advisory Committee stood out to me specifically. With over ten years of experience in the aquatics field, I have had the privilege of managing and operating various aquatic facilities, overseeing budgets, and implementing successful programs. Aquatics has always been a significant part of my life and career, and is something I am very passionate about-- I believe that access to high-quality aquatics facilities and programs is essential for the health and well-being of community members.
Select a Board or Committee	Aquatic Advisory Committee
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	Field not completed.

Resume

Resume.pdf

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

Online Form Submittal: Committee Volunteer Form

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

Mon 4/22/2024 2:04 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Jennifer Jones-Lacy <jjones-lacy@roelandpark.org>

Committee Volunteer Form

Date	4/22/2024
First Name	Elizabeth
Last Name	Baddeley
Address	3520 W 47th Pl
City	Roeland Park
State	Ks
Zip	66205
Email	
Phone	
Place of Employment	self employed illustrator
How long have you been a resident of Roeland Park?	3 yrs
How much time do you have to devote per month?	2 hrs
Board & Committee Interest	Aquatics Center.
	I am interested in joining this group because I am an avid swimmer and think that the Roeland Park aquatics center has tremendous potential. I spent many years working as a lifeguard in my 20s and currently swim weekly at the Merriam Community center and the Fairway pool in the summer. I do visit the RP pool from time to time, but it has been difficult due to the limited hours and unexpected closures. I want to love the RP pool and make it the best it can be! I have a lot of ideas and realistic expectations from my years of experience.
Select a Board or Committee	Aquatic Advisory Committee
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	Field not completed.

Resume

Field not completed.

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

Item Number: New Business- VIII.-C.
Committee 6/17/2024
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 6/11/2024
Submitted By: Kelley Nielsen
Committee/Department: Admin
Title: Approve Liquor License for Bottoms Up Liquor (5 min)
Item Type: Other

Recommendation:

To approve liquor license for Bottoms Up Liquor located at 4986 Roe Blvd.

Details:

Padda Holdings LLC dba Bottoms Up Liquors has applied for a license with the city and has obtained their Kansas liquor license attached. This will be the first new liquor license since losing the last liquor store in the city. Bottoms Up Liquor has paid for their yearly liquor sales tax of \$300 and the business license of \$100. This license renewals are done on a yearly basis December 1 to November 30. First initial license go before council for approval.

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

Amount of Request:

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	6/11/2024 - 11:41 AM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ Kansas Liquor License	Cover Memo
▣ Application	Cover Memo

**Kansas Alcoholic Beverage Control Division
Liquor License**

Retailer's License

OWNER NAME: **Padda Holdings LLC**
DBA: **Bottoms Up Liquor**
ADDRESS: **4986 Roe Boulevard**
Roeland Park, KS 66205

LICENSE NO: 17533

The licensee named above has been granted a liquor license by the Kansas Department of Revenue, Alcoholic Beverage Control Division. This license is neither transferable nor assignable and is subject to suspension or revocation.

PRIVILEGES:

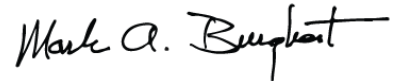
Allows the licensee to serve free samples of alcoholic liquor; make retail sales of alcoholic liquor, cereal malt beverage, non-alcoholic malt beverage and all other goods and services; deliver alcoholic liquor and cereal malt beverage in the original package to certain other licensees and other sales as authorized by K.S.A. 41-308 and K.S.A. 41-308d.

AGREEMENT:

By accepting this license, the licensee agrees to conduct business in compliance with all applicable federal, state, county and city statutes and regulations.



Debbi Beavers
Director, Alcoholic Beverage Control



Mark A. Burghart
Secretary of Revenue

EFFECTIVE: 06/11/2024

EXPIRES: 06/10/2026

THIS LICENSE MUST BE FRAMED AND POSTED ON THE PREMISES IN A CONSPICUOUS PLACE

IMPORTANT INFORMATION

Contact the ABC Licensing Unit at 785-296-7015 or email Kdor_abc.licensing@ks.gov if you have any:

- questions regarding this license
- changes to your business name, location, ownership or officers
- questions about filing gallonage tax; if applicable

Contact your local ABC Enforcement Agent at 785-296-7015 or visit our website at <http://www.ksrevenue.gov/abccontact.html>

Contact the Miscellaneous Tax Segment at 785-368-8222 or email Kdor_miscellaneous.tax@ks.gov if you:

- need assistance with liquor drink or liquor enforcement taxes
- have questions about liquor drink tax bonds, bond relief or bond release

CLOSING YOUR BUSINESS

If you are closing your business, you must surrender your liquor license and complete the form at <https://www.ksrevenue.gov/pdf/abc824.pdf>

Alcoholic Beverage Control
109 SW 9th Street, 5th Floor
PO Box 3506
Topeka KS 66601-3506



Phone: 785-296-7015
Fax: 785-296-7185
kdor_abc.licensing@ks.gov
www.ksrevenue.gov/abc.html

REQUEST FOR PERMANENT PREMISE APPROVAL

Check one: ☒ New License Application
☐ Permanent Change to Premise
☐ Location Change – Required ABC-22 and a copy of your lease or deed are attached.

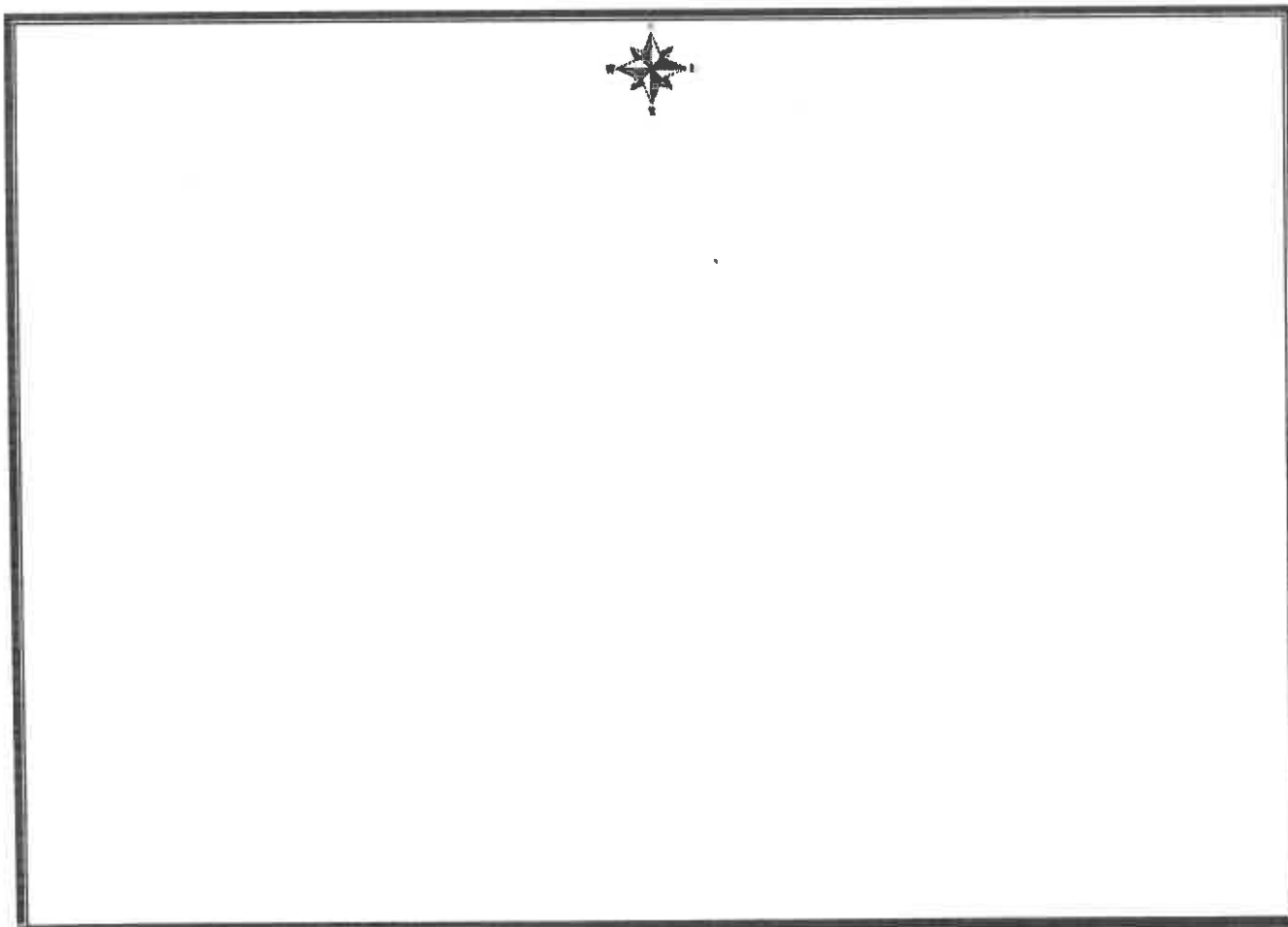
Licensee Information

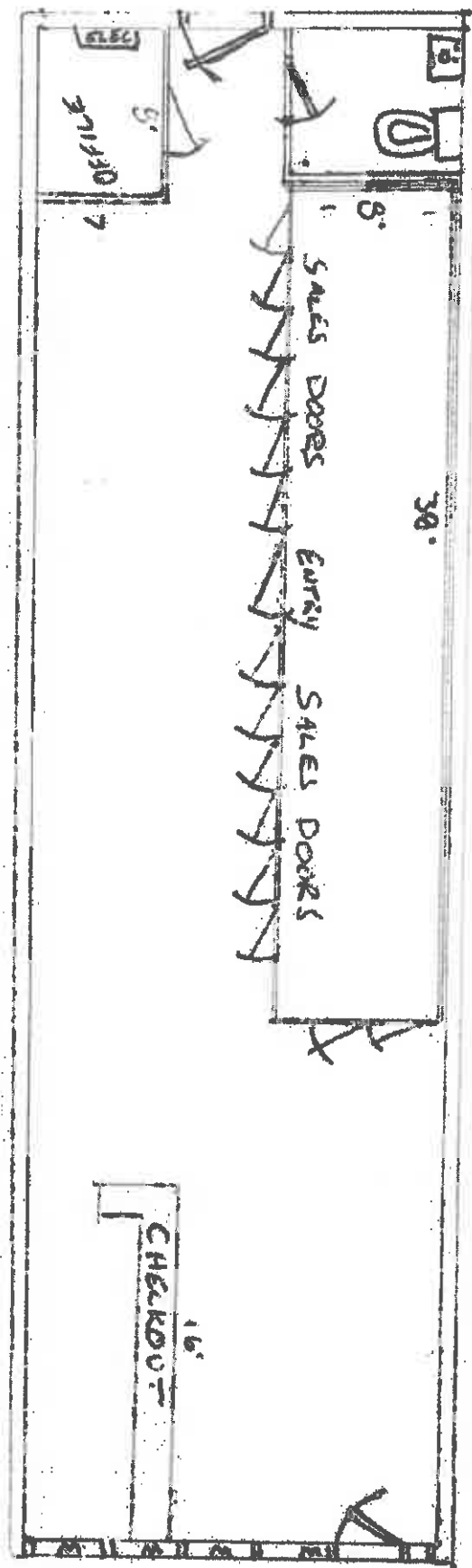
Business DBA Name BOTTOMS UP LIQUOR		License Number (New License Applicant – enter your FEIN) 99-1113672	
Business Location Street Address 4986 ROE BLVD		City ROELAND PARK	County JOHNSON
		Zip Code 66205	
Contact Phone Person ANNA BRESCIA		Phone Number (816) 221-9000	Email Address BRESCIA.ANNAB@GMAIL
I am applying for or have a Retailer, Farm Winery, Microbrewery or Microdistillery license.		☒ Yes	☐ No
If yes, is the premise at least 200 feet from a school, college or church?		☒ Yes	☐ No
I have a Farm Winery or Producer license and am applying for an on-premise liquor license.		☐ Yes	☒ No
If yes, are you a registered agritourism operator?		☐ Yes	☐ No
If yes, I have attached a copy of my registration certificate.		☐ Yes	☐ No

Diagram:

Check the appropriate box then draw a complete diagram of the premises for which you are seeking approval or attach your drawing. The diagram must include all entrances, exits and interior doors, walls, coolers, bars, liquor storage space, kitchen, counters, sales areas, office, restrooms, etc. Architectural drawings will not be accepted. Return the completed form to the address above.

Check one: ☐ Diagram drawn below ☒ 8½ X 11" drawing attached





STORE FRONT

Item Number: Reports of City Officials:- XI.-A.
Committee 6/17/2024
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 6/17/2024
Submitted By: Jennifer Jones-Lacy, Assistant City Administrator/Finance Director
Committee/Department:
Title: **GFOA Awards Presentation**
Item Type: Other

Recommendation:

For informational purposes only.

Details:

The City of Roeland Park received the Distinguished Budget Presentation Award for our FY 2024 Budget document. This is our 6th consecutive year receiving this award.

We also received the our Certificate of Achievement for Excellence in Financial Reporting for the FY 2022 Audit, of which we were also recently notified. We have received this award for the past 25+ years.

Both of these awards are considered the highest levels of achievement for excellence in governmental budgeting and financial reporting.

Attached you will find the award letters and certificates. Staff plans to continue to apply for these awards to continue our tradition of excellent financial reporting and budget presentation.

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
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- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?

- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Jones-Lacy, Jennifer	Approved	6/13/2024 - 4:37 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ Budget Award Certificate	Exhibit
▣ ACFR Award 2022	Exhibit
▣ 2022 ACFR Award Letter	Exhibit
▣ Budget Award Letter	Exhibit



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Roeland Park
Kansas**

For the Fiscal Year Beginning

January 01, 2024

Christopher P. Morill

Executive Director



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Roeland Park
Kansas**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2022

Christopher P. Morill

Executive Director/CEO



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

4/12/2024

Jennifer Jones-Lacy
Assistant City Administrator/Finance Director
City of Roeland Park, Kansas

Dear Jennifer:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended December 31, 2022 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2023 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for [eligibility requirements](#) and [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

March 19, 2024

Jennifer Jones-Lacy
Assistant City Administrator/Finance Director
City of Roeland Park, Kansas

Dear Jennifer:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning January 2024. We are pleased to inform you that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments.** Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award.** A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition.** When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,

Michele Mark Levine
Director, Technical Services Center