

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
December 20, 2021 6:00 PM

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

Hill

Raglow

Finance

Madigan

Rebne

Safety

Faidley

Poppa

Public Works

Dickens

Brauer

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Modification of Agenda

Public Hearing

Amend 2021 Budget

I. Citizens Comments

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

II. Consent Agenda

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

- A. Appropriations Ordinance #988
- B. Council Minutes December 6, 2021

III. Business From the Floor

A. Applications / Presentations

- 1. Johnson County Department of Health and Environment
COVID Presentation

IV. Mayor's Report

V. Workshop and Committee Reports

VI. Reports of City Liaisons

- A. Ad-Hoc Historical Committee

VII. Unfinished Business

- A. COVID Mitigation Strategies

VIII. New Business

- A. Approve 2021 Budget Amendment
- B. Committee Reappointments
- C. New Committee Appointments
- D. Approve Agreement for Street Lighting and Traffic Signal
Maintenance Services
- E. Approve Agreement for 2nd Phase of Street Light Painting

IX. Ordinances and Resolutions:

- A. Ordinance 1022 - Masking Requirements (maybe)
- B. Resolution 693 - Opioid Settlement

X. Workshop Items:

XI. Reports of City Officials:

- A. COVID Report

**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 12/20/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

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

Item Type:

Recommendation:

See instructions to log in below.

Details:

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

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/adPknyVL7e>

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Public Hearing- -
Committee 12/20/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 11/19/2021
Submitted By: Erin Winn
Committee/Department: Finance
Title: **Amend 2021 Budget**
Item Type: Other

Recommendation:

To conduct a public hearing on amending the TIF 1 fund in the 2021 budget.

Details:

The state of Kansas requires that a municipality who wishes to amend their budget hold a public hearing before taking formal action.

Staff is requesting a budget amendment for the TIF 1 Fund because more capital costs associated with Roe 2020 are occurring in 2021 than anticipated. This is purely related to the timing of when project expenses occurred. Tax increment income for TIF 1 has been higher than budgeted and the TIF 1 fund balance will be larger than anticipated (see attached TIF 1 Fund Comparison).

The Roe 2020 project has been the major project in the TIF 1 Fund during the past 3 years. All of the project elements are complete, a final closeout is pending from the Kansas Department of Transportation.

A table comparing revenues, expenditures and fund balance for the 2021 Adopted Budget and proposed 2021 Amended Budget is attached.

The state budget hearing notice is also attached.

Financial Impact

Amount of Request:	

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ TIF 1 Fund Comparison	Cover Memo
☐ Notice of Public Hearing	Cover Memo

Fund 370 - TIF 1

	2021 Adopted Budget	2021 Amended Budget
Revenues	\$ 1,116,780	\$ 1,132,000
Expenditures	\$ 991,476	\$ 1,097,280
Fund Balance	\$ 151,523	\$ 457,681

*The increase in fund balance is due to lower than anticipated costs in the second half of 2020 and greater than anticipated increment income.

**Even with an increase in expenditure authority, the fund balance in the 2021 Amended Budget remains positive.

***In both scenarios revenues exceed expenditures.

2021

**Notice of Budget Hearing for Amending the
2021 Budget**

The governing body of

City of Roeland Park

will meet on the day of December 20, 2021 at 6 pm at City Hall or Zoom for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall
and will be available at this hearing.

Summary of Amendments

Fund	2021 Adopted Budget			2021 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
TIF 1			991,476	1,097,280
			0	0
			0	0
			0	0
			0	0
			0	0

Erin Winn
Official Title: Director of Finance

Page No.

Item Number: Consent Agenda- II.-A.
Committee 12/20/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #988**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Appropriations Ordinance #988	Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, December 16, 2021

Appropriation Ordinance - 12/20/2021 - #988

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 20th day of December, 2021.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

229,495.03

Appropriation Ordinance - 12/20/2021 - #988

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT		Amount	Chk #	Check Amount
					Date				
Vendor	Dept	Account	Account Description	Reference	Date	Distribution	Amount	Check #	Check Amount
Advance Auto Parts	106	5260.106	Vehicle Maintenance	5128134423472	12/15/21		23.44	72940	186.34
Advance Auto Parts	106	5260.106	Vehicle Maintenance	5128134423473	12/15/21		70.32		
Advance Auto Parts	106	5260.106	Vehicle Maintenance	5128134423485	12/15/21		41.99		
Advance Auto Parts	115	5302.115	Motor Fuels & Lubricants	512813382	12/15/21		50.59		
All Star Awards & Ad Specialties, Inc.	101	5267.101	Employee Related Expenses	467138	12/15/21		37.10	72941	37.10
AT&T	101	5202.101	Telephone	3241 11/21/21	12/08/21		95.74	72914	95.74
Balls Food Stores	101	5253.101	Public Relations	42265	12/15/21		59.98	72942	59.98
Balls Food Stores	101	5253.101	Public Relations	42269	12/08/21		103.11	72915	174.82
Balls Food Stores	101	5267.101	Employee Related Expenses	42271	12/08/21		29.97		
Balls Food Stores	101	5267.101	Employee Related Expenses	42272	12/08/21		41.74		
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761252478	12/15/21		1,909.17	72943	19,225.84
Black & McDonald	101	5222.101	Traffic Signal Expense	761252478	12/15/21		1,316.67		
Black & McDonald	270	5422.270	Street Light Replacement	761253252	12/15/21		16,000.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1068190	12/08/21		35.00	72916	35.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1068303	12/15/21		292.85	72944	797.80
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1068381	12/15/21		504.95		
Yolanda Bustamante	103	5209.103	Professional Services	MC0017	12/15/21		206.25	72945	206.25
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	138363	12/08/21		22.00	72917	22.00
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	12012112052	12/08/21		865.21	72918	865.21
Joseph M. Elder	101	5273.101	Neighbors Helping Neighbors	12/6/21	12/08/21		2,000.00	72919	4,000.00
Joseph M. Elder	101	5273.101	Neighbors Helping Neighbors	12/6/21 Neosho	12/08/21		2,000.00		
ETC Institute	101	5214.101	Other Contracted Services	29160	12/15/21		868.75	72946	868.75
Everygy	106	5201.106	Electric	8305 12/7/21	12/15/21		594.95	72947	594.95
Everygy	106	5290.106	Street Light Electric	1275 12/1/21	12/08/21		1,801.53	72920	1,801.53
Galls, LLC	102	5308.102	Clothing & Uniforms	19780586	12/15/21		295.00	72948	605.00
Galls, LLC	102	5308.102	Clothing & Uniforms	19822169	12/15/21		170.00		
Galls, LLC	102	5308.102	Clothing & Uniforms	19834114	12/15/21		140.00		
Gather Media and Communication	101	5209.101	Professional Services	200	12/08/21		1,250.00	72921	1,250.00
Green For Life Environmental	115	5272.115	Solid Waste Contract	AS0000935691	12/15/21		44,887.50	72949	44,887.50
Hampel Oil, Inc.	106	5302.106	Motor Fuels & Lubricants	91485044	12/15/21		1,386.73	72950	1,386.73
Jake's Lawn & Landscape, LLC.	370	5457.370	CARS 2020 - Roe	5023	12/06/21		3,600.00	32709	3,600.00
	101	5273.101	Neighbors Helping Neighbors	12/10/21 Ck Req	12/15/21		299.00	72951	299.00
Johnson County Wastewater	101	5288.101	Waste Water	12/2/21 Multiple	12/15/21		38.92	72952	141.81
Johnson County Wastewater	106	5288.106	Waste Water	12/2/21 Multiple	12/15/21		73.65		
Johnson County Wastewater	220	5288.220	Waste Water	12/2/21 Multiple	12/15/21		29.24		
Johnson County Government	101	5218.101	IT & Communication	191313	12/08/21		7,426.75	72922	7,426.75
Jennifer Jones-Lacy	115	5271.115	Composte Bin Rebate Program	12/10/21 Ck Req	12/15/21		75.00	72953	75.00
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	KC201301	12/08/21		324.70	72923	2,457.65
Key Equipment & Supply	106	5260.106	Vehicle Maintenance	KC201029	12/08/21		2,132.95		

Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	1110445	12/08/21	67.20	72924	67.20
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	321001010000011	12/15/21	2,842.56	72954	63,849.09
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	321001090000002	12/15/21	8,564.85		
Lamp, Rynearson & Assoc., Inc.	106	5421.106	Street Maintenance	321001030000010	12/15/21	58.00		
Lamp, Rynearson & Assoc., Inc.	290	5425.290	Other Capital Outlay	320001030000016	12/15/21	1,794.70		
Lamp, Rynearson & Assoc., Inc.	510	5428.510	oe Parkway Extension & Maintenance	321001040000006	12/15/21	4,939.56		
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	320001040000018	12/15/21	1,781.22		
Lamp, Rynearson & Assoc., Inc.	270	5454.270	Sidewalk Improvements	321001080000003	12/15/21	3,405.50		
Lamp, Rynearson & Assoc., Inc.	270	5460.270	CARS 2022 - 53rd Street	321001060000002	12/15/21	3,830.12		
Lamp, Rynearson & Assoc., Inc.	270	5463.270	023 CARS - Elledge b/t Roe Ln & 47t	321001070000005	12/15/21	36,106.58		
Lamp, Rynearson & Assoc., Inc.	300	5475.300	Stairway	320001060000009	12/15/21	526.00		
The Legal Record	101	5204.101	Legal Printing	L94192	12/15/21	16.43	72955	31.36
The Legal Record	101	5204.101	Legal Printing	L94247	12/15/21	14.93		
Lexington Plumbing & Heating Co.	101	5210.101	Maintenance & Repair Building	114799	12/15/21	465.00	72956	1,740.50
Lexington Plumbing & Heating Co.	101	5210.101	Maintenance & Repair Building	114905	12/15/21	648.00		
Lexington Plumbing & Heating Co.	101	5210.101	Maintenance & Repair Building	114916	12/15/21	192.50		
Lexington Plumbing & Heating Co.	300	5470.300	Park Maint/Infrastructure	118143	12/15/21	435.00		
Lexington Plumbing & Heating Co.	300	5470.300	Park Maint/Infrastructure	117063	12/08/21	422.50	72925	1,056.50
Lexington Plumbing & Heating Co.	300	5470.300	Park Maint/Infrastructure	117064	12/08/21	244.00		
Lexington Plumbing & Heating Co.	300	5470.300	Park Maint/Infrastructure	117775	12/08/21	390.00		
Lowe's Business Acct./GEMB	220	5210.220	Maintenance & Repair Building	1760 12/13/21	12/07/21	37.84	32710	385.77
Lowe's Business Acct./GEMB	110	5241.110	Community Garden	1760 12/13/21	12/07/21	27.53		
Lowe's Business Acct./GEMB	101	5301.101	Office Supplies	1760 12/13/21	12/07/21	2.84		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 12/13/21	12/07/21	17.40		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 12/13/21	12/07/21	8.35		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 12/13/21	12/07/21	15.14		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 12/13/21	12/07/21	22.29		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 12/13/21	12/07/21	54.31		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 12/13/21	12/07/21	41.29		
Lowe's Business Acct./GEMB	106	5421.106	Street Maintenance	1760 12/13/21	12/07/21	35.60		
Lowe's Business Acct./GEMB	106	5421.106	Street Maintenance	1760 12/13/21	12/07/21	39.84		
Lowe's Business Acct./GEMB	300	5470.300	Park Maint/Infrastructure	1760 12/13/21	12/07/21	48.42		
Lowe's Business Acct./GEMB	300	5470.300	Park Maint/Infrastructure	1760 12/13/21	12/07/21	34.92		
MEI Total Elevator Solutions	101	5210.101	Maintenance & Repair Building	939373	12/08/21	247.20	72926	247.20
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	12/1/21	12/08/21	34,728.00	72927	34,728.00
Midway Ford Truck Center Inc	106	5260.106	Vehicle Maintenance	R100359596	12/08/21	1,980.45	72928	1,980.45
Missouri Organic	115	5235.115	Disposal Fees	31821	12/08/21	75.00	72929	900.00
Missouri Organic	115	5235.115	Disposal Fees	32064	12/08/21	75.00		
Missouri Organic	115	5235.115	Disposal Fees	32083	12/08/21	75.00		
Missouri Organic	115	5235.115	Disposal Fees	32135	12/08/21	75.00		
Missouri Organic	115	5235.115	Disposal Fees	32144	12/08/21	75.00		
Missouri Organic	115	5235.115	Disposal Fees	32210	12/08/21	75.00		
Missouri Organic	115	5235.115	Disposal Fees	32231	12/08/21	75.00		
Missouri Organic	115	5235.115	Disposal Fees	32247	12/08/21	75.00		

[illegible]

Municode	101	5214.101	Other Contracted Services	366927	12/08/21	886.80	72930	886.80
Municode	101	5214.101	Other Contracted Services	367467	12/15/21	275.00	72958	625.00
Municode	101	5214.101	Other Contracted Services	367808	12/15/21	350.00		
Murphy Tractor & Equipment Co. I	106	5211.106	Maintenace & Repair Equipment	1722455	12/08/21	1,440.12	72931	3,118.91
Murphy Tractor & Equipment Co. I	106	5211.106	Maintenace & Repair Equipment	1722468	12/08/21	1,678.79		
Northeast Johnson Cty. Chamber o	105	5206.105	Travel Expense & Training	41262	12/08/21	20.00	72932	20.00
Northeast Johnson Cty. Chamber o	105	5206.105	Travel Expense & Training	41275	12/15/21	20.00	72932	20.00
Kelley Nielsen	105	5206.105	Travel Expense & Training	11/2-12/9/21 Exp	12/15/21	63.84	72960	63.84
P1 Group, Inc.	220	5210.220	Maintenance & Repair Building	103416	12/08/21	1,041.60	72933	1,041.60
Pitney Bowes Global FInancial Ser	101	5205.101	Postage & Mailing Permits	3314704642	12/08/21	174.24	72934	174.24
Redishred Kansas Inc.	102	5214.102	Other Contracted Services	100295486	12/15/21	24.33	72961	48.67
Redishred Kansas Inc.	105	5214.105	Other Contracted Services	100295486	12/15/21	24.34		
Staples	101	5301.101	Office Supplies	8064309428	12/08/21	416.73	72935	426.07
Staples	101	5304.101	Janitorial Supplies	8064309428	12/08/21	9.34		
Strategic Insights Inc.	101	5266.101	Computer Software	21PlanIt237	12/15/21	775.00	72962	775.00
Town & Country Building Services	101	5214.101	Other Contracted Services	28007	12/08/21	745.00	72936	1,595.00
Town & Country Building Services	101	5214.101	Other Contracted Services	28063	12/08/21	850.00		
	101	5273.101	Neighbors Helping Neighbors	12/10/21 Ck Req	12/15/21	1,701.20	72963	1,701.20
Two Rubies	101	4265.101	Business Occupational Licenses	11/23/21 Refund	12/15/21	80.00	72964	80.00
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	477279	12/08/21	1,020.89	72937	1,056.71
USIC Locating Services, LLC	370	5457.370	CARS 2020 - Roe	477279	12/08/21	35.82		
Verizon Wireless	102	5202.102	Telephone	9893525348	12/08/21	321.90	72938	441.93
Verizon Wireless	104	5202.104	Telephone	9893525348	12/08/21	80.02		
Verizon Wireless	106	5202.106	Telephone	9893525349	12/08/21	40.01		
Watchmen Security Services, LLC	106	5210.106	Maintenace & Repair Building	61440	12/08/21	25.00	72939	25.00
KPERS	101	2040.101	KPERS Accrued Employee	11/24/21 PR	12/08/21	5,520.08	EFT	5,520.08
KP&F	101	2045.101	KP&F Employee Withholding Payabl	11/24/21 PR	12/08/21	9,384.05	EFT	9,384.05
Wex Bank	106	5302.106	Motor Fuels & Lubricants	5226 12/6/21	12/06/21	863.31	EFT	863.31
Wex Bank	102	5302.102	Motor Fuels & Lubricants	6429 12/6/21	12/06/21	2,540.80	EFT	2,540.80
						<u>\$229,495.03</u>		

Item Number: Consent Agenda- II.-B.
Committee 12/20/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Council Minutes December 6, 2021**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
□ Council Minutes December 6, 2021

Type
Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, December 6, 2021, 6:00 P.M.

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

Admin

Brauer
Hill

Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

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

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. CMBR McCormack and CMBR Brauer were absent. Staff members present were City Administrator Moody, City Attorney Felzien, Public Works Director Scharff, Police Sgt. DeMoss, City Clerk Nielsen, and Management Intern Verbrugge. Assistant City Administrator Winn, Parks and Rec Superintendent Nichols appeared virtually.

Modification of Agenda

There were no modifications to the agenda.

Swearing in of New Council Members

Mayor Kelly thanked the outgoing Councilmembers for their service. He recognized CMBR Kelly who was present at the meeting and presented him with a plaque noting that his business acumen was instrumental in the recent development that has taken place in the City and benefits the community. He also thanked CMBR McCormack for her service not she was honest and spoke her mind. Mayor Kelly stated it was good to have a medical professional on the Council during the pandemic and noted that she continues to work on the frontlines.

(Applause)

Mayor Mike Kelly took the oath of office for his second term administered by City Clerk Nielsen.

(Photos were taken)

CMBR Tom Madigan was sworn in for another term representing Ward 1. CMBR Jennifer Hill was also sworn in again for another term to represent Ward 2.

(Photos were taken)

New Councilmember Kate Raglow was sworn in to represent Ward 3. And Michael Poppa, who was previously a Roeland Park Councilmember, was sworn in to represent Ward 4.

I. Citizen Comments

No citizen comments were made.

II. Consent Agenda

- A. Appropriations Ordinance #987**
- B. Council Minutes November 15, 2021**
- C. Ordinance 1020 - Occupational License Revocation**

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

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

A. Presentation by Sunflower Development for the Rocks Site

Jason Swords from Sunflower Group congratulated the new Councilmembers. He is working on the Rocks development site, a project he has been involved with since late July 2021. Mr. Swords provided the Governing Body a 15-year history of Sunflower Group and showed a slide presentation of the projects they have done which include market rate and affordable housing as well as hotels. He said he is excited to be working on the Rocks site. Currently Sunflower is working on market rate housing at the former Mission Bowl site. He added that 20 percent of that project will be affordable housing units.

For the Roeland Park Rocks site, they are still developing the overall plans to include three stories of parking that are built into the grade of the site and provide amenities such as a rooftop pool and ground-level retail and a dine-in restaurant. He said there will be 322 parking spots in the garage with 41 surface spaces. There will be 202 living units ranging from 672 to 1,200 square feet. He showed potential schematic designs and potential site views noting that sizes and number can vary depending on the final design.

Mr. Swords said they will be seeking input from the City and the surrounding neighbors. He said it will be a large building with a gross square footage of 225,000 square feet.

The site will focus on safety and will have assigned unit parking and cameras to monitor activity. Tenants will have key fobs and residents will have phone communication with management. The plan is for units to have balconies and there will most likely be a penthouse. Twenty (20) percent of the units will be affordable housing.

The estimate of investment into the project is just under \$50 million. Mr. Swords expects to do a sales contract with the City that will allow him to complete the architectural drawings and then get a permit. Mr. Swords said he has good success in raising equity and is confident to be able to do so for this project. Once he gets the construction loan, he will take the project to market.

Mr. Swords noted that they would be purchasing Lot 1 at a later date to accommodate PW. He would like to close on the other lots within nine months. He expects the project to start September 1, 2022 and anticipates a 20-month construction schedule.

Mayor Kelly thanked Mr. Swords for Sunflower's investment in their City and appreciates the time and expense he has put in working on this site. He said this will be a long-term benefit to Roeland Park.

Mr. Swords said if staff or the Governing Body would like to tour any of his projects, he would be willing to take them and would show them inside actual units they have completed.

CMBR Dickens said this project looks like what they have been wanting in their City for a long time. He stressed that they do want restaurants. He noted that he sees these types of buildings and the bottom retail section does not get filled. Mr. Swords said it is a loss leader. He said it is filling a gap to make the building more rentable and they put that infrastructure in.

Mayor Kelly said with regards to the affordable housing would they be able to have a discussion on this prior to closing. City Administrator Moody said the sales agreement will have general terms. The development agreement will contain the percentage of living units committed to affordable housing.

CMBR Faidley asked about Lot 1 and the Public Works buildings. Mr. Swords said he is not purchasing that land until a later date, and it will have a separate purchase contract. He is also not quite sure what to build there yet. He said it could still be a hotel site with limited services, but the hotel business is not doing well right now. He did add that a hotel next to a restaurant is good for the restaurant.

CMBR Rebne spoke to the affordable housing issue and the discussions they have had about the ability to work and live in Roeland Park. He felt the 70 percent AMI didn't feel affordable and they are looking for what grows diversity in the City. He felt they should put the AMI down further and increase the number of affordable units.

Mr. Swords said he is very close to the issue of affordable housing and was part of the Johnson County housing task force and the AdvanceKC 2.0 task force whose sole purpose is how to build more affordable housing. Currently Sunflower is building over 100 affordable housing units in Shawnee at K-7 and 74th. He has also built units in Tonganoxie and Kansas City and so he understands the need. The problem they have is the financing. He did say that next year there will be some programs coming out of Kansas that might help. He did agree that a 70 AMI isn't low enough, but he also knows how much it costs per door to build. He continues to work with Kansas on affordable housing. Mr. Swords said a mixed-income community is a great community and he certainly understands the need for it.

CMBR Madigan said affordable housing is a concern. He noted the redevelopment in the urban core. He also asked if the restaurant would serve liquor and Mr. Swords said that restaurants that do serve are the ones that make the most money.

Mayor Kelly said he is looking forward to further discussion on this.

IV. Mayor's Report

Mayor Kelly noted the Christmas Tree Lighting will be held Wednesday, December 8 at 6:00 p.m. at the Community Center

CMBR Faidley added there will be cookies and music.

V. Reports of City Liaisons and Committees

A. Aquatic Center Advisory Committee

Mr. Nichols said the committee reviewed the end-of-season reports that the Council received last month. They also reviewed recommendations made by their staff and finalized rule changes. They had discussions and are planning for their after-hour parties in the 2022 season. Mr. Nichols is also collecting information on pricing for a dive-in movie. They are also working on the operational plan for the 2022 season.

CMBR Faidley asked about committee membership. Mr. Nichols said they currently have three members and could use more. To date, they have had only one response.

VI. Unfinished Business

A. Extend Ad Hoc Historical Committee

Mayor Kelly said the committee's work is just getting underway.

MOTION: CMBR MADIGAN MOVED AND CMBR FAIDLEY SECONDED TO APPROVE EXTENDING THE AD HOC HISTORICAL COMMITTEE. (THE MOTION CARRIED 7-0.)

VII. New Business

A. Approve Upgrade of Audio-Visual System for City Hall and the Community Center

Assistant City Administrator Winn said that Mission Electronic ran a diagnostic of their system and to also see if they would be able to utilize any of the existing equipment.

CMBR Hill said she would like to see a secure network for the Councilmembers as they are currently on the guest network and always getting kicked off. Ms. Winn said she will look into that.

CMBR Madigan said they upgraded the multi-purpose room at the Community Center in 2015 and it is still not sufficient. He said they need to be upgraded for the 21st century. Ms. Winn said that Mission Electric was chosen because they had a compelling bid as they are the only one to do a diagnostic. The others were simply a response to the RFQ. She said that Mission Electric's thoroughness speaks well of their ability to complete the work. The fact that they are the lowest bidder is a bonus.

CMBR Faidley said the Community Center envisioned improvements that included access to AV capabilities to other rooms and suggested it could be mentioned to the company doing the upgrades.

CMBR Rebne asked about getting upgraded Zoom accounts. Ms. Winn said she can look into that concurrently with improved internet connections.

MOTION: CMBR HILL MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE PURCHASE OF AUDIOVISUAL SYSTEM UPGRADES FOR THE COUNCIL CHAMBERS AND COMMUNITY CENTER FROM MISSION ELECTRONICS FROM THE ARPA FUNDS. (MOTION CARRIED 7-0)

B. Reappointment of Judge, Prosecutor, City Engineer and City Attorney

MOTION: CMBR POPPA MOVED AND CMBR DICKENS SECONDED TO REAPPOINT STEVE MAUER AND THE MAUER LAW FIRM AS CITY ATTORNEY; DAN MILLER AND LARKIN AS CITY ENGINEER; KAREN TORLINE AS MUNICIPAL JUDGE, AND FRANK GILMAN AS CITY PROSECUTOR THROUGH 12/31/2022. (MOTION CARRIED 7-0)

C. Approve 2022 CARS Agreement with Johnson County

Public Works Director Scharff said the project is scheduled for spring/summer of 2022. The total project cost is about \$1.5 million, and they anticipate receiving \$620,000 CARS reimbursement, which is slightly less than the usual 50 percent reimbursement for qualified costs. Their reimbursement was lowered to allow CARS funding of other projects in other cities. Mr. Scharff said they have applied for and received CDBG funding of \$125,000 which will be used to offset what they lost in CARS reimbursements.

CMBR Hill wanted to make sure the construction work around the school was done over the summer break so not to interfere with student drop-off and pick-up.

CMBR Madigan was not present for the vote.

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE THE 2022 CARS AGREEMENT WITH JOHNSON COUNTY FOR ELLEDGE DR, ROE LN TO 47TH ST. (MOTION CARRIED 6-0.)

D. Approve Purchase of Peace Poles for Nall Park

Christine Webster from the Arts Committee made a request to be able to purchase seven Peace Poles to be installed at Nall Park to help beautify the walking trail. She said they have spoken with the Parks Committee who requested that they not be placed too close to the trail so that it didn't interfere with sledding. They are to be installed in the ground and will speak with Public Works on how that is to be done.

CMBR Faidley said at the southernmost part where the trail dead ends is a wastewater line so they should maintain the option to leave it open in case it needs to be worked on. Ms. Webster said that she understood, and they are starting with seven poles and may add more over time.

CMBR Dickens said he likes them and they are fun. He inquired about their durability because they are made of wood. Ms. Webster said they are cedar and painted with acrylics and coated with a marine varnish to make them more resistant to the elements.

CMBR Madigan was not present for the vote.

MOTION: CMBR FAIDLEY MOVED AND CMBR POPPA SECONDED TO APPROVE THE PURCHASE OF SEVEN "PEACE POLES" FOR NALL PARK. (MOTION CARRIED 6-0.)

VIII. Ordinances and Resolutions

A. Ordinance 1021 - Removing Project Area 2D from the TIF Redevelopment District and Termination of Redevelopment District No. 2

City Administrator Moody stated that the TIF District encompasses the area east of Roe Blvd, 48th Street south to the bank and scheduled to expire at the end of 2021. He noted this is the first TIF to be dissolved in the City's history. With the ending of the district, the City anticipates receiving \$73,000 annually back to the General Fund.

CMBR Madigan returned to the meeting and was present for the vote.

MOTION: CMBR FAIDLEY MOVED AND CMBR DICKENS SECONDED TO APPROVE ORDINANCE 1021 REMOVING PROJECT AREA 2D FROM REDEVELOPMENT DISTRICT NO. 2 AND TERMINATING REDEVELOPMENT DISTRICT NO. 2. (MOTION CARRIED 7-0)

IX. Reports of City Officials

A. COVID Report

City Intern Verbrugge reported that Moderna and Pfizer are cleared to offer boosters. He noted that the Unified Government has extended their mask mandates. Mr. Verbrugge said there is a new variant, Omicron, which is more contagious than Delta in that it shares a genetic code with the common cold. He has added this to his glossary of terms. He noted that transmissibility increased and attributed to the holidays and people being in close proximity to one another.

CMBR Dickens asked if they are looking at a pandemic of the unvaccinated? Mr. Verbrugge said that the cases are largely of those unvaccinated even though there are some breakthrough cases.

CMBR Faidley mentioned the KERA (Kansas Emergency Rental Assistance) applications and how long they have to fill them out. It was noted that unless extended the deadline, is January 6th and there are organizations to help people fill out those applications.

B. Discuss Masking Requirements

Mayor Kelly said that the draft mask ordinance is presented for informational and discussion purposes only. City Administrator Moody said it is updated to reflect current dates and numbers. Mayor Kelly said as drafted previously it was to be used as a reference and a tool for the Governing Body.

CMBR Madigan reiterated what he has stated previously in that people who are going to wear a mask will and those who don't, won't. This will not change anyone's mind and enacting an ordinance is not what they need to do. Nothing they do will change the opinion of either side.

CMBR Rebne said he disagreed and that when there was a resolution in place, he saw more people wearing masks than he does now. He said he was more likely to remember to bring his own mask. He added that schools are sending the message that this is an important safety issue. He also noted that not everyone can be vaccinated and so they need to step into this to take better care of their residents. He said a mask ordinance is the right thing for Roeland Park.

CMBR Dickens said he is glad they are having the discussion. He wears a mask because he doesn't want the cold, the flu, or COVID. He said it is their personal responsibility to keep kids safe. He said that so many have done their part and were promised a return to some normalcy. He said this is a problem for the unvaccinated and asked them to please wear their mask as they are at risk. He does like the ordinance for an uncontrolled pandemic but does not believe this is uncontrolled.

CMBR Faidley said they are all tired of COVID, but the virus is not tired or done with them. She said they are not moving in the right direction with the numbers and when they agreed to let the resolution lapse, the trends have increased, and it is again an issue. She feels this does need to be discussed. She said they need to lead and the impact statement the resolution made as they saw more masking.

CMBR Madigan he always carries two masks. He asked why they need an ordinance when the resolution wasn't enforceable. He said he talked to public safety officers and they said it was not enforceable and that they had things to do other than to run to a store because someone wasn't wearing a mask. He said he sees people wearing masks all the time. He also said it is the responsibility of a parent to see that their child gets vaccinated. He noted that even before the pandemic there were those that were against vaccinations for children.

CMBR Rebne said they are talking about masking and not vaccinations. He said because it is difficult it is not a reason not to do it. He said if they follow Kansas City, Kansas and Wyandotte County, other cities will take note and follow.

CMBR Poppa asked about the increase of numbers. Mr. Verbrugge said they are now counting confirmed and possible/probable cases together.

MOTION: CMBR REBNE MOVED AND CMBR FAIDLEY SECONDED TO ADOPT THE DRAFT MASKING ORDINANCE AS WRITTEN. (NO VOTE WAS TAKEN)

Mayor Kelly said he had a process objection to the motion. He said he appreciates the work of Mr. Verbrugge and hearing from medical officials, but he is not hearing a call for this ordinance. He said it is not good governance to spring this on the people. He said they need to build more consensus around the county and metro. He also agreed with the concern of CMBR Poppa of probable cases being considered as confirmed cases and questioned whether this was good data.

CMBR Hill said she would be willing to wait for the new Councilmembers to get caught up. She said she doesn't want skewed data, but it does not make it any less relevant. She said that retailers would like to see this and does not want them to stray from the message. She said that when people don't know what to do, Roeland Park is a leader to show them what to do and they have never been afraid to do that and stand up for what's right. CMBR Hill added that KCK has done what is right for their residents and Roeland Park should follow suit.

CMBR Rebne said he did hear from residents they should continue the masking ordinance adding that many were not aware it even went away. He said there is support out there for this. He said their decisions are based on science and not public opinion.

CMBR Poppa said he appreciates the sentiments but would like more time to look this over. He agreed that Roeland Park Councils have been leaders, both past and present, but they do not bring ordinances to be voted on the same night without giving the public an opportunity to comment.

MOTION: CMBR FAIDLEY MOVED AND CMBR DICKENS SECONDED TO TABLE THIS ITEM TO THE DECEMBER 20, 2021, CITY COUNCIL MEETING. (MOTION CARRIED 7-0).

C. City Administrator

City Administrator Moody said that Mr. Verbrugge has completed his master's work and will be moving to Washington, D.C. and working for Deloitte as a government consultant.

(Applause)

D. City Clerk

City Clerk Nielsen reminded everyone of the tree lighting ceremony on Wednesday, December 8th.

E. Public Works

Public Works Director Scharff said they are running a day behind with the leaf pickup program as there have been a few issues with the truck. They are, however, working six days a week.

F. Police Department

Sgt. DeMoss said they are evaluating a joint system for both in-car and body cameras for the officers.

Adjourn:

MOTION: CMBR RAGLOW MOVED AND CMBR POPPA SECONDED TO ADJOURN. (MOTION CARRIED 7-0)

(Roeland Park City Council Meeting Adjourned at 7:40 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Applications/Presentations- A.-1.
Committee 12/20/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/13/2021
Submitted By: Erin Winn
Committee/Department: Administration
Title: **Johnson County Department of Health and Environment
COVID Presentation**
Item Type: Presentation

Recommendation:

For informational purposes only. COVID-19 update from Dr. Areola, Johnson County Director of Health and Environment.

Details:

For informational purposes only. COVID-19 update from Dr. Areola, Johnson County Director of Health and Environment.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Reports of City Liaisons- VI.-A.
Committee 12/20/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/15/2021
Submitted By: Kelley Nielsen
Committee/Department: Ad-Hoc Historical Committee
Title: **Ad-Hoc Historical Committee**
Item Type: Other

Recommendation:

Informational only. Chris Wolff to provide update.

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Unfinished Business- VII.-A.
Committee 12/20/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/14/2021
Submitted By: Erin Winn
Committee/Department: Administration
Title: **COVID Mitigation Strategies**
Item Type: Discussion

Recommendation:

To discuss COVID-19 mitigation options.

Details:

Council will hear a COVID-19 update from Dr. Areola, Johnson County Director of Health and Environment. The purpose of this agenda item is to facilitate a conversation about how Roeland Park can best respond to the current state of the pandemic.

For discussion, attached is an outline of COVID mitigation strategies that could be employed by the City.

Council has an opportunity to un-table Ordinance 1022 - Masking Requirements or pursue other mitigation strategies.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Roeland Park COVID Mitigation Strategies	Cover Memo
📎 Possible resolution	Cover Memo

COVID-19 Mitigation Strategies

Based on advice from Dr. Areola and other medical professionals, there are several effective ways to lessen the spread of the COVID-19 virus. Roeland Park's response to the pandemic has consistently been guided by data and the advice of public health officials. Due to the political landscape, County wide intervention is not likely. Roeland Park can lead effective, evidence-based efforts that can transcend polarizing politics and hopefully set a template for other communities and businesses to replicate. As an alternative to an ordinance, staff proposes the following:

Initiatives:

1. Purchase and provision of KN95 masks

- a. KN95 masks are more effective than surgical and cloth masks, but they are also more expensive. The City could purchase large quantities of these masks to provide both at businesses and to individual residents.

2. Purchase and provision of at-home COVID-19 tests

- a. While anti-gen tests are not quite as effective as PCR tests at detecting an infection, Dr. Areola asserts that the use of antigen tests as part of widespread testing is an effective strategy at containing the spread of the virus. Unfortunately, supply chain issues are making it difficult for individuals to purchase tests. The City could work with other governmental entities to purchase tests and distribute to residents for free.

3. Creation of educational content

- a. Dr. Areola stressed the harm that misinformation is causing and the need for a concerted effort to educate the public. Almost two years into the pandemic, there is surely a sense of public fatigue with COVID-19 information, masks and testing. While there are some minds that are made up, 70% of Johnson County residents eligible for vaccination are vaccinated. In Roeland Park, the majority of citizens support masking and other mitigation efforts. However, it can difficult to wade through conflicting information and discern what advice is sound and based in medical expertise. As we learn more, the information changes. Residents could benefit from a concerted educational campaign highlighting that 1.) you should get boosted no matter what 2.) please wear your mask indoors regardless of vaccination status and 3.) you should test frequently regardless of symptoms and before and after large gatherings. The City could create Facebook posts and email communications to message these points.

Investment: The City could spend up to \$10,000 of ARPA funding to purchase masks and tests. We would continue to monitor the utilization of the masks and tests and could allocate more money as needed. There is currently \$450,000 unencumbered in the ARPA fund, with an additional \$510,000 being allocated in 2022.

Collaboration: These mitigation strategies are most effective when widely adopted. Staff would collaborate with neighboring jurisdictions to coordinate purchases and educational outreach. A collective Northeast Johnson County approach has the potential to reach thousands of people.

RESOLUTION NO. 694

A RESOLUTION ENCOURAGING INDOOR MASKING WITHIN ROELAND PARK, KANSAS

WHEREAS, COVID-19 is a respiratory disease that spreads easily from person to person and which can result in serious illness or death among some who are infected; and

WHEREAS, on November 26, 2021 the World Health Organization (“WHO”) declared the new COVID variant, named Omicron, a variant of concern because it has a large number of mutations and preliminary evidence suggests an increased risk of reinfection and spread across the world, including to the United States; and

WHEREAS, transmission rates, positive cases and hospitalizations are increasing to levels previously not seen in Johnson County and;

WHEREAS, the WHO and the U.S Centers for Disease Control and Prevention have advised all individuals to take measures to reduce their risk of COVID-19, especially the Delta and Omicron variants, including proven public health measures such as wearing well-fitting masks, physical distancing, hand hygiene and getting vaccinated; and

THEREFORE, YOU ARE HEREBY PROVIDED NOTICE THAT:

1. All individuals, regardless of vaccination status or past COVID-19 infection, should wear a mask at all times when indoors and in a public setting, including at groceries, offices, stores, and other common or shared spaces where individuals may interact such as restrooms, hallways, elevators and meeting rooms.
2. All masks should cover the nose and the mouth and rest snugly above the nose, below the mouth and on the sides of the face. Higher quality masks, such as KN95s, can offer an additional layer of protection.
3. This advisory applies to all individuals in Roeland Park over the age of five years old who are able to medically tolerate wearing a mask.
4. This advisory does not apply
 - i. in cases where an individual is actively eating or drinking while seated at a restaurant that offers food or beverage service;
 - ii. in cases where athletes are engaged in an organized sports activity that allows athletes to maintain a 6-foot distance from others, or persons engaged in activities and athletics inside school buildings, who should follow KSHSAA and/or school guidelines;
 - iii. Person who are deaf or hard of hearing, where the ability to see the mouth is essential for communication.

Item Number: New Business- VIII.-A.
Committee 12/20/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 11/19/2021
Submitted By: Erin Winn
Committee/Department: Finance
Title: **Approve 2021 Budget Amendment**
Item Type: Other

Recommendation:

To amend the 2021 Budget for the TIF 1 Fund.

Details:

Staff is requesting a budget amendment for the TIF 1 Fund because more capital costs associated with Roe 2020 are occurring in 2021 than anticipated. This is purely related to the timing of when project expenses occurred. Tax increment income for TIF 1 has been higher than budgeted and the TIF 1 fund balance will be larger than anticipated (see attached TIF 1 Fund Comparison).

The Roe 2020 project has been the major project in the TIF 1 Fund during the past 3 years. All of the project elements are complete, a final closeout is pending from the Kansas Department of Transportation.

A table comparing revenues, expenditures and fund balance for the 2021 Adopted Budget and proposed 2021 Amended Budget is attached.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	2021 Amended Certificate	Cover Memo
	2021 TIF 1 Comparison	Cover Memo

Fund 370 - TIF 1

	2021 Adopted Budget	2021 Amended Budget
Revenues	\$ 1,116,780	\$ 1,132,000
Expenditures	\$ 991,476	\$ 1,097,280
Fund Balance	\$ 151,523	\$ 457,681

*The increase in fund balance is due to lower than anticipated costs in the second half of 2020 and greater than anticipated increment income.

**Even with an increase in expenditure authority, the fund balance in the 2021 Amended Budget remains positive.

***In both scenarios revenues exceed expenditures.

Item Number: New Business- VIII.-B.
Committee 12/20/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/14/2021
Submitted By: Mayor Mike Kelly
Committee/Department: Admin.
Title: **Committee Reappointments**
Item Type: Other

Recommendation:

To reappoint

**Arts - Christine Webster, Mary Schulteis, Lynda Leonard
Community Engagement - Emily Cramer, Melissa Dobbin
Community Foundation - Ardie Davis, Judy Hyde, Laura Savidge
Parks - Laura Savidge, Jaime Davis, Linda Thornburgh, Sarah Martin,
Judy Hyde, Russell McCorkle, Sara Coe, Sandra Billinger
Racial Equity - Diane Mora, Carrie Paulette, Haile Sims, Monica Espinosa
Sustainability - Judy Hyde
Aquatic - Sara Coe, Michael Calovich, Leonard Tocco
Ad-Hoc Historical – Chris Wolff**

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Christine Webster	Cover Memo
 Mary Schulteis	Cover Memo
 Lynda Leonard	Cover Memo
 Emily Cramer	Cover Memo
 Melissa Dobbin	Cover Memo
 Judy Hyde	Cover Memo
 Laura Savidge	Cover Memo
 Jaime Davis	Cover Memo
 Linda Thornburgh	Cover Memo
 Sarah Martin	Cover Memo
 Russell McCorkle	Cover Memo
 Sara Coe	Cover Memo
 Sandra Billinger	Cover Memo
 Haile Sims	Cover Memo
 Michael Calovich	Cover Memo
 Leonard Tocco	Cover Memo
 Chris Wolff	Cover Memo
 Diane Mora	Cover Memo
 Carrie Paulette	Cover Memo
 Monica Espinosa	Cover Memo

Committee Volunteer Application

wordpress@roelandpark.net on behalf of

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

Sun 10/18/2015 1:20 PM

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

Committee Volunteer Application Form

Email:	
Date:	10/20/2015
Name:	Christine Webster
Daytime Phone Number:	
Evening Phone Number:	
Address:	5328 Cedar St MISSION, Kansas 66205 United States of America
Place of Employment:	Nelson Museum and UMKC
How long have you been a resident of Roeland Park?:	over 20 years
How much time do you have to devote per month?:	as much as needed
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I want to help promote the arts in the community. I want the arts committee to have a meaningful relationship with the people of Roeland Park through the arts. In addition, I want to help promote Roeland Park as a leader in providing opportunities for artists in the metropolitan area.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If any):	
File Upload:	
HTML:	

Committee Volunteer Application

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

Mon 10/10/2016 4:11 PM

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

Committee Volunteer Application Form

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

Committee Volunteer Application

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

Fri 11/4/2016 9:51 PM

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

1 attachments (78 KB)

ljl-Resume1-11216.pdf;

Committee Volunteer Application Form

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

Online Form Submittal: Committee Volunteer Form

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

Wed 8/4/2021 1:11 PM

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

Committee Volunteer Form

Date	8/4/2021
First Name	Emily
Last Name	Schiltz
Address	5100 Clark Dr
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	UnitedLex
How long have you been a resident of Roeland Park?	1.5 years
How much time do you have to devote per month?	20 hours
Board & Committee Interest	I am a relatively new resident of Roeland Park (April 2020) and have absolutely fallen in love with this community. I have always had an interest in local government, as I was a political science and public policy major in college and held numerous positions dedicated to serving in a capacity like this one. I am also incredibly passionate about getting women and young people elected to local Boards & Commissions as a way to increase gender and age parity across civic leadership. I am open to nearly any of the Boards & Commissions that have vacancies within Roeland Park and would be honored to serve as soon as possible.
Select a Board or Committee	Community Engagement
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	<i>Field not completed.</i>
Resume	<u>Schiltz Resume January 2021.pdf</u>

Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Wed 11/13/2019 12:12 AM

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

Committee Volunteer Form

Date	11/12/2019
First Name	Melissa
Last Name	Dobbin
Address	4212 W 54th Street
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	FINEOS Corporation
How long have you been a resident of Roeland Park?	3.5 years
How much time do you have to devote per month?	8 hours
Board & Committee Interest	I've grown to love Roeland Park in the short time I've lived here and want to contribute to its continued growth. While it's been quite some time since I've helped organize events of similar nature, I feel my background in sales and marketing, as well as my connections throughout Kansas City, would help to make these events a success.
Select a Board or Committee	Other
Additional Comments	Events Committee
Resume	<u>Melissa Dobbin Resume 2019.pdf</u>

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Online Form Submittal: Committee Volunteer Form

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

Wed 12/2/2020 7:50 PM

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

Committee Volunteer Form

Date	12/2/2020
First Name	Judy
Last Name	Hyde
Address	5113 W. 58th St.
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	retired
How long have you been a resident of Roeland Park?	48+ years
How much time do you have to devote per month?	varies
Board & Committee Interest	I'm interested in joining the Parks Committee. I currently Chair the Sustainability Committee, and I would continue with that in addition to Parks. I've been a member of the See Red Run! task force in R Park, the task force for the R Park shelters/restroom, the Citizens Fundraising Initiative for R Park group, and the Cooper Creek Restoration Project, among others. I am committed to investing in this City.
Select a Board or Committee	Parks
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	I believe in investing in the City, and I'm willing to work toward that end. I provided my resumé when I joined the Sustainability Committee, so it is on file. The additions would be my volunteer work for the City that I've cited above.

Committee Volunteer Application

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

Sat 1/13/2018 1:25 PM

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

Committee Volunteer Application Form

Email:	
Date:	01/13/2018
Name:	Laura Yankoviz
Daytime Phone Number:	
Evening Phone Number:	
Address:	5540 Juniper Dr. Roeland Park, KS 66205 United States of America
Place of Employment:	American Airlines
How long have you been a resident of Roeland Park?:	3yrs
How much time do you have to devote per month?:	Very flexible
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I'd like to serve on Parks Committee. I'm very interested in exploring every avenue to preserve and improve the community green spaces we have. I'm confident in my abilities to do research and to collaborate. I hope you will consider me.
Select which Board or Committees you are interested in serving on: (only one per application):	Parks
Additional, comments: (If any):	
File Upload:	
HTML:	

This email was built and sent using [Visual Form Builder](#).

Online Form Submittal: Committee Volunteer Form

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

Tue 11/3/2020 5:15 PM

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

Committee Volunteer Form

Date	11/3/2020
First Name	Jaime
Last Name	Davis
Address	5511 Sherwood Drive
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	University of Kansas Hospital
How long have you been a resident of Roeland Park?	6 years
How much time do you have to devote per month?	5-10 hours
Board & Committee Interest	I live across the street from R Park. I bought my home specifically in part because I loved the park. I'm a nature lover and an active gardener. I've loved living in RP and can't wait to give back to the great community I call home!
Select a Board or Committee	Parks
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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Online Form Submittal: Committee Volunteer Form

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

Tue 11/3/2020 3:56 PM

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

Committee Volunteer Form

Date	11/3/2020
First Name	Linda
Last Name	Thornburgh
Address	4922 W 58th St.
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	UMKC
How long have you been a resident of Roeland Park?	3 years
How much time do you have to devote per month?	10 hours
Board & Committee Interest	I am excited about assisting in helping our community to continue to grow. Part of that growth will occur because of the amenities we have to offer. Roeland Park is definitely a hidden gem in Johnson County waiting to be discovered. So much has been done the last few years to improve our parks in particular. Continued improvement and maintaining what we have will only attract more residences and businesses to the area.
Select a Board or Committee	Parks
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	<i>Field not completed.</i>
Resume	<u>Linda A. Thornburgh Parks Resume.doc</u>

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Online Form Submittal: Committee Volunteer Form

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

Sun 10/18/2020 3:18 PM

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

Committee Volunteer Form

Date	10/18/2020
First Name	Sarah
Last Name	Martin
Address	5535 Cedar Street
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Bank Midwest
How long have you been a resident of Roeland Park?	6 years
How much time do you have to devote per month?	5 hours?
Board & Committee Interest	I'd love to serve on the Parks committee because I'm passionate about parks and green spaces and would like to serve the city in this area.
Select a Board or Committee	Parks
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	Resume not updated with my current role, Manager of PMO Office, Bank Midwest. I did include relevant city and parks experience. Thanks!
Resume	<u>SarahMartinResm.docx.pdf</u>

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Online Form Submittal: Committee Volunteer Form

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

Mon 3/25/2019 3:54 PM

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

Committee Volunteer Form

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

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Online Form Submittal: Committee Volunteer Form

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

Thu 10/8/2020 6:55 PM

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

Committee Volunteer Form

Date	10/8/2020
First Name	Sara
Last Name	Coe
Address	5346 Sherwood Drive
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	KCKPS USD 500
How long have you been a resident of Roeland Park?	16 years
How much time do you have to devote per month?	Field not completed.
Board & Committee Interest	I'm interested in joining the parks committee. I've been interested in our parks for several years. I've recently let some other volunteer commitments go. I now feel like I have the time that I could commit to being on parks. My family uses the parks quite a bit and I'd love to volunteer some time to helping make our city amazing.
Select a Board or Committee	Parks
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	Field not completed.
Resume	Field not completed.

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Online Form Submittal: Committee Volunteer Form

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

Sat 12/12/2020 3:01 PM

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

Committee Volunteer Form

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

Online Form Submittal: Committee Volunteer Form

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

Tue 10/26/2021 12:19 PM

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

Committee Volunteer Form

Date	10/26/2021
First Name	Haile
Last Name	Sims
Address	3520 W 48th St.
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	FedEx Ground
How long have you been a resident of Roeland Park?	5 years
How much time do you have to devote per month?	4 hours
Board & Committee Interest	I am a member of the Racial Equity Committee. I am also interested in joining the planning commission to learn more about the city's development.
Select a Board or Committee	Planning Commission
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	<i>Field not completed.</i>
Resume	

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Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Mon 6/24/2019 9:08 PM

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

Committee Volunteer Form

Date	6/24/2019
First Name	MICHAEL
Last Name	CALOVICH
Address	3500 W 49TH ST
City	ROELAND PARK
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Honywell FM&T
How long have you been a resident of Roeland Park?	29
How much time do you have to devote per month?	20 hrs
Board & Committee Interest	I would love the opportunity to serve on the Pool Advisory Committee. I was born and raised in Roland Park and lived here until I got married at age 26. For 7 summers during high school and college I was a lifeguard at the old "cave" pool. I lived in Brookside, KCMO for 20 years but moved back here 3 years ago into my parent's old house, which I have renovated. I have a college degree from K State and an MBA from Rockhurst University. I am current a senior project manager at Honeywell.
Select a Board or Committee	Pool Advisory Board
Additional Comments	Field not completed.

Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Wed 5/29/2019 8:35 PM

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

Committee Volunteer Form

Date	5/29/2019
First Name	Leonard
Last Name	Tocco
Address	4906 Reinhardt Dr
City	Roeland Park
State	Kansas
Zip	66205
Email	
Phone	
Place of Employment	Evergy Inc.
How long have you been a resident of Roeland Park?	31 years
How much time do you have to devote per month?	Field not completed.
Board & Committee Interest	I was born and raised in Roeland Park. I take pride in what Roeland Park has to offer both its residents and its visitors. I worked at the Roeland Park Aquatics Center as a young adult and have other aquatics experience. I have been a lifeguard, was a certified lifeguard instructor, certified Red Cross lifeguard Management, learn to swim instructor, and coordinator for all learn to swim programs. I also helped manage and maintain pools with back washing and maintaining and balancing chemicals. In total I have 8 years in aquatic experience. I believe I could bring a fresh prospective in helping bring the RPAC to the next step in future planning. It is important to understand what our residents want to see, and ensure we are being fiscally responsible with tax dollars.

Online Form Submittal: Committee Volunteer Form

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

Mon 2/24/2020 12:01 PM

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

Committee Volunteer Form

Date	2/24/2020
First Name	Chris
Last Name	Wolff
Address	5246 Buena Vista
City	Roeland Park
State	Ks
Zip	66205
Email	
Phone	
Place of Employment	UMKC
How long have you been a resident of Roeland Park?	18yrs
How much time do you have to devote per month?	10 hours
Board & Committee Interest	Historical Committee
Select a Board or Committee	Community Engagement
Additional Comments	<i>Field not completed.</i>
Resume	<i>Field not completed.</i>

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Online Form Submittal: Committee Volunteer Form

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

Thu 3/4/2021 7:52 PM

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

Committee Volunteer Form

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

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

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

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

Sincerely,
Diane Mora
(she / her)

Select a Board or
Committee

Other

Are you a high school
student between the ages of
14 and 18?

No

Additional Comments

Field not completed.

Resume

[Mora Resume City of RP 03_04_2021.docx.pdf](#)

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

Online Form Submittal: Committee Volunteer Form

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

Fri 8/14/2020 11:15 PM

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

Committee Volunteer Form

Date	8/14/2020
First Name	Carrie
Last Name	Paulette
Address	5105 Ash Street
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	USD 204
How long have you been a resident of Roeland Park?	1 month
How much time do you have to devote per month?	<i>Field not completed.</i>
Board & Committee Interest	I am interested in serving on the Roeland Park Equality and Diversity Committee. As a school counselor, one of my core values is creating communities that are safe and welcoming for children of color, and I would love to extend this work to the community I live in as well. My areas of interest in equity work include antiracist education, police in the community, immigration, and representation of BIPOC communities in politics and media. I recently bought my first house in Roeland Park and was excited to move to this city because of its inclusivity. At the local level, the city has the ability to profoundly affect residents' lives and create a community in which everyone is taken care of. If I can be part of the continuous struggle for racial justice in Roeland Park, I would be happy add my perspective and energy. I would love to join a committee that represents the racial make-up of our city, including the rich Latinx community that calls Roeland Park home, but I also recognize that as a white woman, I might not be the voice that this committee needs.
Select a Board or	Other

Online Form Submittal: Committee Volunteer Form

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

Wed 3/3/2021 4:50 PM

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

Committee Volunteer Form

Date 3/3/2021

First Name Monica

Last Name Espinosa

Address 5340 Buena Vista St.

City Roeland Park

State KS

Zip 66205

Email

Phone

Place of Employment EPA Region 7

How long have you been a resident of Roeland Park? 1.5 years

How much time do you have to devote per month? 8 hrs

Board & Committee Interest Racial Equity Committee - I'm interested in serving on the RP Racial Equity Committee as helping people work together to resolve challenges and work towards mutual goals that benefit everyone, is part of who I am and what I do for a living.

I moved to Kansas City in 1998 from New Mexico as the proud daughter of two public school teacher parents who are from diverse backgrounds. Growing up they taught me to value not only my different cultural and ethnic backgrounds but also other people's as well as getting educated and researching and learning all the facts as well as being respectful of not only Mother Earth but other cultures as well. Though I love my home state, I also have grown to love my Kansas City and now Roeland Park community.

I am a Communication major and Journalism and Psychology minor and work in the the Environmental Justice Program at EPA. I also have over 20 years of experience facilitating meetings, managing grants, and leading teams and workgroups to overcome barriers and achieve mutual goals and results. Racial equity is also a big focus of the new Administration, and

I'm excited to see this Executive Order in action not only at work but also in my community. Thank you.

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

Field not completed.

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Item Number: New Business- VIII.-C.
Committee 12/20/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/14/2021
Submitted By: Mayor Mike Kelly
Committee/Department: Admin.
Title: **New Committee Appointments**
Item Type: Other

Recommendation:

To appoint Emily Cramer to racial equity, Darren Nielsen to BZA.

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Emily Cramer	Cover Memo
☐ Darren Nielsen	Cover Memo

Online Form Submittal: Committee Volunteer Form

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

Wed 8/4/2021 1:11 PM

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

Committee Volunteer Form

Date	8/4/2021
First Name	Emily
Last Name	Schiltz
Address	5100 Clark Dr
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	UnitedLex
How long have you been a resident of Roeland Park?	1.5 years
How much time do you have to devote per month?	20 hours
Board & Committee Interest	I am a relatively new resident of Roeland Park (April 2020) and have absolutely fallen in love with this community. I have always had an interest in local government, as I was a political science and public policy major in college and held numerous positions dedicated to serving in a capacity like this one. I am also incredibly passionate about getting women and young people elected to local Boards & Commissions as a way to increase gender and age parity across civic leadership. I am open to nearly any of the Boards & Commissions that have vacancies within Roeland Park and would be honored to serve as soon as possible.
Select a Board or Committee	Community Engagement
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	<i>Field not completed.</i>
Resume	<u>Schiltz Resume January 2021.pdf</u>

Online Form Submittal: Committee Volunteer Form

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

Thu 9/9/2021 2:53 PM

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

Committee Volunteer Form

Date	9/9/2021
First Name	Darren
Last Name	Nielsen
Address	5204 Birch
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	HNTB
How long have you been a resident of Roeland Park?	17 years
How much time do you have to devote per month?	6-10 hrs
Board & Committee Interest	I am a licensed Architect, and have been practicing for 24 years. I am licensed in 13 states, including Kansas. In addition to my current position on the RP Planning Commission, I am interested in a position on the Board of Zoning Appeals. Please let me know if you would like to discuss this request further.
Select a Board or Committee	Board of Zoning Appeals
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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Item Number: New Business- VIII.-D.
Committee 12/20/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/14/2021
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Agreement for Street Lighting and Traffic Signal Maintenance Services**
Item Type: Agreement

Recommendation:

Staff recommend the approval of the agreement with Black & McDonald for the 2022 Streetlight & Traffic Signal Maintenance at a cost not to exceed \$40,283.50

Details:

Staff issued a request for proposals for the 2022 Streetlight & Traffic Signal Maintenance for the cities streetlights and 4 traffic signals. Only one bid was received. Below is a cost breakdown:

Black & McDonald

- 2022 Streetlight Maintenance Annual Cost - \$24,883.50
- 2022 Traffic Signal Maintenance Annual Cost - \$15,400

Roeland Park currently has 626 streetlights throughout the city and 4 traffic signalized intersections that require maintenance to ensure proper operation. The pricing for 2022 reflects the annual cost per light at \$39.75 (\$38.70 per light in 2021) and the annual cost of \$3,850 for each signalized intersection for 55th St & Roe, 51st & Roe, 50th Terr & Roe, and 48th & Roe. Annual cost for traffic signal maintenance for 2022 is unchanged from the 2021 price.

Black & McDonald have preformed very well over the past several years as the cities streetlight maintenance contractor and find them to be a qualified contractor.

Financial Impact

Amount of Request: \$40,300

Budgeted Item?	Budgeted Amount: 2022 Streetlight Maintenance - \$41,500 2022 Traffic Signal Maintenance - \$17,500
Line Item Code/Description: 5220.101 Streetlight Maintenance 5222.101 Traffic Signal Expense	

Additional Information

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

Services included in the agreement are:

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

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ 2022 Streetlight & Traffic Signal Maintenance Agreement	Cover Memo
☐ Black & McDonald Bid Proposal	Cover Memo

AGREEMENT FOR STREET LIGHT & TRAFFIC SIGNAL MAINTENANCE SERVICES

This Agreement, made this _____ day of January, 2022, by and between _____, hereinafter referred to as Contractor, and the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in this Agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed Agreement. Any additions or changes must be added as a written supplement to this Agreement at time of proposal. In addition to the provisions of Section 2.9 below, the City must approve each year the terms of this Agreement based on the budgetary allowance, per the Kansas budget laws and cash-basis laws, as amended.

1.0 Service Specifications

- 1.1 The Contractor will provide services as set forth in Exhibit A attached herein and incorporated herein by reference, (hereinafter the "Services").
- 1.2 The Contractor is required to have a valid City of Roeland Park Business License while under contract with the City. License and information can be obtained at the City Hall Building located at 4600 W. 51st St
- 1.3 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the term of this Agreement.
- 1.4 The Contractor shall ensure that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 This signed Agreement will be the authorization for the Contractor to provide the described Services as requested by the City.
- 2.2 Public Works Director, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact the Public Works Director to schedule work. All routine work should be performed between 7am through 7pm weekdays unless otherwise scheduled or approved by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to the Public Works Director.
- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.

2.7 Insurance.

- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
- C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
- D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

2.8 It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

2.9 Term: The initial term of this Agreement is for one (1) year (the "Initial Term") commencing for the period of January 1, 2022 through December 31, 2022 with the option to extend the term of this Agreement for two (2) additional one (1) year periods. At the end of this Initial Term, this Agreement will automatically renew for another two (2) one (1) year periods each unless City provides notice to Contractor in writing of the intent not to renew the Agreement within thirty (30) days prior to the expiration of the Initial Term or the first renewal term (as the case may be) or unless the Agreement is terminated as provided herein. City may terminate this Agreement by giving sixty (60) days prior written notice to Contractor for City's convenience, or City may terminate this Agreement immediately upon a default by Contractor.

2.10 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

2.11 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

2.12 Applicable Laws and Permits.

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

B. Pursuant to K.S.A. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the commencement of any Services. City may terminate this Agreement immediately upon failure of Contractor to comply with these requirements.

2.13 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

2.14 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

2.15 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to

employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

2.16 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City, which may be withheld for any reason at the City's discretion.

2.17 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

2.18 Supplemental Agreements: This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by a written supplemental agreement. If notice of any change in Services affecting the general scope or provisions of the Agreement is a requirement of any insurance policy held by the Contractor as a requirement of this Agreement, the giving of such notice shall be the Contractor's responsibility.

3.0 Fees

3.1 Total Fee: City agrees to pay Contractor for the actual work performed at the unit costs set forth in Exhibit A, which is attached hereto and incorporated by reference into this Agreement. If any additional services beyond the Services outlined in the Scope of Services set forth in Exhibit A are deemed necessary, the compensation for said services shall be outlined in a supplemental agreement as required above.

1. **Unit Price Services.** The Unit Price Services (Line B of Unit Price Proposal) unit price to maintain approximately 626 LED lights as described in Exhibit A is _____ per unit per year. A "unit" is described as one fixture.

The annual Unit Price Service invoicing shall be billed in 12 equal monthly installments. Monthly invoices will be submitted to the City on the first of each month for the proceeding monthly maintenance services.

Based on the estimated 626 LED street light quantity, the total cost of this line item will be (Line A Total): \$ _____ per year.

The total number of streetlights may vary or lights may be added to the inventory. The total amount paid for the Unit Price Service will be based on the actual number of streetlights on a per unit per year price.

2. **Added Cost Work Billing.** The Added Cost Work Services (Line C of Unit Price Proposal) unit prices as described in Exhibit A represent an estimated annual service expense of (Line B Total): \$ _____ per year.

This line item represents only an estimated annual quantity, based on need and available annual budget, and not a guaranteed service quantity amount.

Monthly invoices for this work will be submitted to the City on the first of each month for the proceeding completed monthly maintenance services. City agrees to pay Contractor for invoiced services within thirty (30) days of invoice.

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

CONTRACTOR:

By: _____
Printed Name: _____
Title: _____

CITY:

CITY OF ROELAND PARK, KANSAS

By: _____
Mike Kelly
Mayor

ATTEST:

By: _____
Kelley Nielsen
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Steve Mauer
City Attorney

**STREET LIGHT & TRAFFIC SIGNAL
MAINTENANCE AGREEMENT EXHIBIT A
SCOPE OF WORK**

I. GENERAL

The scope of work generally intended under this Agreement is to maintain and keep in good repair approximately 626 designated streetlights & 4 traffic signalized intersections. The specific performed tasks shall include routine and non-routine maintenance and/or repair work as specified herein.

II. CONTRACTOR REQUIREMENTS

A. The Contractor shall be authorized to operate in the state of Kansas, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the appropriate state and local agencies.

B. The Contractor shall assume full responsibility for damage to City property caused by the Contractor's employees or equipment as determined by designated personnel.

C. The Contractor shall perform all work in a safe manner and be solely responsible for the safety and well-being of its employees and others relative to the Contractor's work, work procedure, material, equipment, transportation, traffic control, and related activities and equipment. This includes all traffic control measures when working on lights/poles which hang over street areas.

D. The Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

E. Upon request, Contractor shall submit its company safety program to the City. The program shall include requirements applicable to the scope of its work and the protection of the Contractor's employees and the public relative to the Contractor's work. The safety program documents may be reviewed and approved by the City prior to notice to proceed.

III. WORK DESCRIPTION

A. Unit Price Services

Line Item- Annual Street Light Maintenance

The Contractor shall maintain and keep in good repair each of the designated streetlights for annual unit price service fee per light. The Annual Street Light Maintenance Fee unit price services shall include the following:

- a. Customer Service/Dispatch. Contractor shall provide a twenty-four (24) hour customer service/dispatch contact number, and email, for lighting inquiries, outage reports and make safe needs identified by City. City shall primarily receive initial calls and notify Contractor. Contractor is

responsible for repairs and return notification via email to City so that City may respond to customer as required. The Contractor and the City will develop a procedural means to record the Contractor's work in the City's work order management system. Exel/GIS is the City's current work management system.

- b. Outage Monitoring. Contractor shall regularly monitor all of the designated streetlights for outages. In addition to reports made to the Contractor's call center, the Contractor shall conduct a night patrol of designated streetlights once every month and provide a written summary report.
- c. Records and Monthly Reporting. Contractor shall provide monthly report to verify repair activity, response times, and source of repair request. Contractor's records will be made available to the City and in a format allowing the records to be integrated into the City's existing work order management system.
- d. Streetlight System Data. The City will provide available street light system data to the Contractor who will maintain and manage an electronic database of the designated street lights covered under this Agreement.
- e. Material Management. The Contractor shall purchase and maintain, at its cost, a parts inventory of sufficient quantity to be able to perform these services. All parts and material costs which are part of the performance of Unit Price Services for Annual Street Light Maintenance is considered incidental. The Contractor warrants that products furnished conform to the requirements specified, are of good merchantable quality and suitable for the purpose intended.

Maintenance Incidentals. In addition to the incidental materials, all labor and equipment to repair/replace the light components, conductors, cables, fix leaning poles to remediate danger to the public, inspect all components and make incidental repairs are also considered incidental to the annual service fee.

- f. Third Party Damages (knockdowns and cable cuts). Contractor shall make safe all repairs to downed poles or cut cables at no additional cost to the City. Contractor shall be subrogated to the City's interest and rights of recovery in all street lights which Contractor repairs or replaces, as part of maintenance services provided as a result of any actions by a third party. The City agrees to provide necessary information and assistance to the Contractor for enforcement of its subrogation rights to the extent that such

information is uniquely available to the Contractor only from the City, and to the extent such information is not otherwise privileged.

- g. Poles and Mast Arms. Contractor is responsible for maintaining, replacing and/or repairing all parts of the designated street lights including the structural components.

Make-Safe Services. Contractor shall remove conditions of public peril within one (1) hour of notification of such condition. Conditions include, but are not limited to downed poles and/or power lines from streets associated with street lighting. Conditions not considered to present public peril shall be removed within four (4) hours. Upon securing and making the area safe to the general public, the Contractor will immediately notify the City's Public Works Department. 913-722-5435 (If not during business hours, leave a message indicating location, type of incident, and time it was made safe.)

- h. Spot Relamping. Contractor shall commence repairs of early lamp burnouts or day burners within two (2) business days of notification or patrol discovery; repairs will include lens cleaning and interior wiping of the luminaire. Contractor shall furnish lamps and photocells.
- i. Repair Response. Contractor to respond to light out calls within two (2) business days. In most cases, repairs will be made immediately. However, some maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required; Contractor shall complete as soon as reasonably possible; however, not longer than fourteen (14) days after knowledge of the outage.
- j. Decorative Poles. The maintenance services will include any decorative poles and fixtures under the same provisions. The City will work with the Contractor on selection of replacement decorative poles.
- k. Permits and Responsibilities. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of work. The City agrees to furnish permits required by the City to the Contractor at no charge.

Traffic Signal Maintenance

The Contractor shall provide a continuous, comprehensive preventive maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal equipment. The program shall include, but is not limited to:

A. Annual Maintenance

Annual maintenance shall include cleaning, adjusting, lubricating, and testing of signal equipment and replacement of substandard components. The controller units shall be overhauled or maintained as recommended by the manufacturer.

The Contractor shall test all conflict monitors (see Attachment 1 for all existing signalized intersections) annually for each contract period and provide the City with a written report identifying each intersection and showing all test results.

The Contractor shall test all locations with battery backup systems as shown on Attachment 2 (by disconnecting the PG&E power at the service cabinet) within the first two months of the start of each contract period and provide the City with a written report that at each intersection the battery backup system operated on full cycle operation during power disconnect.

The Contractor shall rotate the batteries, per the manufacturer's recommendation, at all locations with battery backup systems (see Attachment 2 for locations) to maximize the life of the batteries and provide the City with a written report that work has been completed.

B. Annual Inspection

Within the first three months of each contract period, the Contractor shall:

- a. Replace all cabinet filters.
- b. Clean all lenses, reflectors, signal and fixture housing units and photoelectric units.
- c. Check the mounting of each signal head and adjust/tighten the mounting as required.
- d. Replace deteriorated or missing components and fastening hardware such as sockets, nuts and bolts.
- e. Clean video detection camera lenses.

C. Quarterly Inspection

Each signalized intersection shall be inspected quarterly. At a minimum, the following shall be performed:

- a. Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses and missing parts. Depress all pedestrian push buttons and observe the proper timing operation and display. Correct all observed problems as soon as possible thereafter.
- b. Examine the functioning of the controller in relation to the traffic. Correct functional problems as soon as possible and report functional and timing problems to the Engineer.
- c. Observe and check for proper operation of the detector loops or video detection and amplifiers. Adjust or re-tune detector amplifiers and correct sub-standard splices as necessary. Report improper detection operation and causes to the city.
- d. Inspect all relays, switches, and terminals, etc. and replace or make adjustments as necessary. Make arrangements to promptly fix those deficiencies which cannot be corrected immediately.
- e. Check and adjust fan operation. Check the filter for tight fit and tape if required. Clean and vacuum the cabinet as necessary. Examine cabinet interior for water,

excessive dampness and plant or animal intrusion. Determine cause and correct the condition.

f. Inspect battery backup system to ensure unit is fully operational. Report improper operation to City.

g. Inspect preemption system to ensure equipment is operating and in place, check all connections. Report improper operation to Engineer.

h. Completed record keeping requirements as described below.

D. Normal Maintenance

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The Contractor shall repair or replace equipment and components that have failed, deteriorated, or malfunctioned from the normal operation of the traffic signal system. This equipment and components shall include, but is not limited to the following elements:

Incandescent Lamps, LED signal faces, Conflict Monitors, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, Signal and Safety Light Wiring in Poles, etc.

Light Emitting Diode (LED) Signal Faces

All traffic signal faces in Roeland Park are LED's. All pedestrian signals are LED countdown. The LED traffic signal faces shall comply. As part of Normal Maintenance, all LED traffic signal faces will be replaced upon failure. The Contractor may, at Contractor's expense, maintain records and claim any manufacturers' refund that may be applicable under the LED manufacturer's warranty.

E. Maintenance Records

Contractor shall maintain an inspection and maintenance log to be kept in each controller cabinet using a form approved by the city and shall maintain records as described herein.

A printout of the signal control database shall be kept in each controller cabinet. Timing changes shall be indicated on the printout. Only the city shall authorize timing changes except that the Contractor may make changes required on a temporary basis due to maintenance operations or to maintain a satisfactory signal operation when there is a detection failure.

A work order form approved by the City shall be filled out each time the Contractor performs maintenance work which is out of the scope of Normal Maintenance. After completing the form, the Contractor's signal maintenance supervisor shall review the work performed, initial the form, and send a copy of the completed form to the city. The originals shall be kept on file in the Contractor's office.

The Contractor shall provide a computerized database capable of storing all service calls and inspection and maintenance activities performed under the contract. A monthly report generated from the database shall be sent to the City with the monthly invoice. The report must identify each activity by the date and time, location, nature of the problem, work done, and whether the activity is part of the routine maintenance, service calls, or related to accident, vandalism or specifically authorized work. No

payment will be made without submittal of the report.

F. Consultation

The Contractor shall designate representatives in their organization who shall be available periodically to the City for consultation.

This consultation shall include preparing cost estimates for replacement of obsolete equipment, system modifications and maintenance work for which specific service fees have not been established in this contract; and technical explanations of functional and operational characteristics of the signals.

G. Response and Service

a. The Contractor shall provide response and service on a 24-hour per day, 7-day per week basis. Immediate action shall be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:

- Emergency and Accident Maintenance - One (1) Hour

Replacement of Burned Out Signal Faces:

- * Red Faces on Mast Arms - Two (2) Hours

- * Red Faces on Poles - Twelve (12) Hours

- * Green and Yellow Faces - Twelve (12) Hours

- All Other Signal Maintenance - Twenty-Four (24) Hours

- Safety Lighting - Forty-Eight (48) Hours

b. Signal-on-flash, signal blackout not caused by a power outage, and any malfunction of pedestrian signals shall constitute an emergency. The City may extend the maximum response time for maintenance on a case-by-case basis if the signal remains operational in a satisfactory manner and the condition poses no immediate hazard to the public.

c. Final repairs and maintenance shall be completed as soon as possible and in all cases in no less than twenty-one (21) calendar days, unless extended in writing by the city.

d. Failure to meet the response time requirements by the Contractor shall be sufficient cause for the city to authorize maintenance to be completed by others and deduct the costs of said maintenance from payments due to the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

H. Signal Turn-off and Signal on Flash

The Contractor shall immediately notify the City's Police Department and the Public Works Director of any signal turn-offs or signal on flash necessitated by their operation. Signal turn-off of any duration and signal on flash operation in excess of fifteen (15) minutes must be first authorized by the city.

I. Spare Equipment

The Contractor shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to affect maintenance to the signals. The Contractor shall maintain at least one fully tested standby controller that is compatible with the City's system, and one other fully tested standby controller that is compatible with Econolite Colbolt 2100 system. Any City furnished equipment shall remain City-owned and shall be returned to the City as soon as practical.

J. Salvaged Equipment

The Contractor shall deliver any salvaged or salvageable equipment or material to the location in the City as designated by the Public Works Director. Any material or equipment declared non-salvageable by the City shall be disposed of properly by the Contractor.

Attachment A - Signalized Intersections & Cabinet Addresses

- 48th St & Roe Blvd - 4802 SC Roe Blvd
- 50th Terr & Roe Blvd - 4998 SC Roe Blvd
- 51st St & Roe Blvd - 5102 SC Roe Blvd
- 55th & Roe Blvd - 5502 Roe Blvd

B. Added Cost Work

Repair services shall be made by the Contractor at the request of the City to address unexpected repairs to the street lighting system that are outside of the scope as defined for Unit Price Services. Repair work shall be paid by the unit for items as identified in the Unit Price Proposal and further defined in this Scope of Work.

The estimated services in the Unit Cost Proposal are only an annual estimate and do not guaranty the availability or extent of the City services needed during the term of the Agreement.

Line Items-

1. **Remove and Replace Mast Arm.** Contractor shall remove an existing LED and mast arm at the request of the City and replace it with a new LED and mast arm.
2. **Remove and Replace Steel Pole.** Contractor shall provide all labor, materials, and equipment to remove existing pole and install a new pole on the existing base. New pole shall include new pole and bracket cable, new fuse connectors, cable connectors, and a new replacement luminaire. Includes pole makeup as well.
3. **Remove and Replace Steel Pole and Base.** Contractor shall provide all labor, materials, and equipment to remove existing pole and base for complete replacement. New pole shall include new pole and bracket cable, new fuse connectors, cable connectors, new replacement luminaire, and new base. Includes pole makeup as well.
4. **Underground Cable Repair with Splice.** For direct buried cable the Contractor shall expose the damaged cable and repair with underground gel splice kit. Underground repair with splice shall include the repair of up to 2 cables and may require 2 gel kits per splice with a short section of new wire or may require new wire to the adjacent fixture. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.
5. **Conduit Repair.** Contractor shall repair conduit by exposing damaged area, removing electrical cable, repairing conduit with up to 10 feet of new conduit and replacing electrical wiring. If wiring has been damaged Contractor shall replace the wiring with new from pole to pole or from pole to junction box as directed by the City. New wiring shall be paid for by the lineal foot as bid for Installed Wire in Conduit. Repairs required to splices or pole makeup shall be paid for the appropriate item as required for this repair. All ground restoration and repairs shall be subsidiary to the conduit installation.
6. **Paint Pole.** Contractor shall paint pole with a Gloss Black Heavy Duty Rust Resistant Aluminum Paint or approved equal. Metal surfaces shall be properly cleaned in accordance with the manufacturers recommendations and the appropriate primer shall be applied as needed. When completed, the Contractor shall repaint with white 2-inch stencil the appropriate pole number.
7. **Straighten Leaning Pole.** Contractor shall provide all labor, equipment and materials necessary to straighten and level a leaning pole that is not in danger or causing public harm.
8. **Directional Bore or Trench.** Conduit shall provide conduit in the length requested by the City to be bored or trenched between fixtures or between junction box and fixture. Minimum length of conduit payment shall be 50 feet per location. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.

9. **Install New Street Light Pole.** Contractor shall install a completely new street light pole and foundation. Unit price includes all labor, equipment, and materials associated with the new installation of a standard City 30-foot streetlight pole, mast arm, LED luminaire, and all cables/conductors/ground wiring. Includes pole makeup as well.
10. **Pole Makeup.** Contractor shall provide all fuse connectors and cable connectors to makeup a complete new connection to a pole. One pole makeup will require 3 fuse kits and 3 cable connectors.
11. **Set Junction Box.** Contractor shall install Type I or Type II junction box as directed by the City. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.
12. **Set Street Light Controller.** Contractor shall install a concrete pad mounted, photocell controlled, street light control center. Control center will be standard to the Johnson County region (Millbank, Myers, Pacific Utility Products or approved equal) with pad and controller constructed per manufacturer recommendation. Price includes all equipment, labor, materials to construct controller and properly restore disturbed area.
13. **Set Street Light Meter.** Contractor shall provide installed street light meter enclosure and coordinate and pay all non-City fees and permits associated with the installation of the meter by the appropriate power company.
14. **Install 3c #4 in Conduit.** Price per linear foot of 3 conductor #4 wire in conduit as agreed upon between the Contractor and City and directed by the City.

IV. WORK STANDARDS

- A. All of the designated street lights will be field checked by the Contractor for proper operation each month. Street lights found not functioning during the field check will be repaired upon discovery if possible.
- B. All installed material items used will be new, unless otherwise agreed to by the City and be of a type and brand approved by the City.
- C. Most repairs are to be completed within two (2) business days of notification or patrol discovery. Extensive repairs as required, or the replacement of fallen or damaged street lights shall be completed as reasonably as possible; however, not longer than fourteen (14) days of being aware of the incident.

Work approved by the City as Added Cost Work shall also be completed within fourteen (14) days of authorization to proceed.

Service	Unit	Estimated Quantity	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
Unit Price Services (All work associated with keeping the system operational, record keeping, 24-hour services)					
1. Annual Street Light Maintenance per street light	626				
2. Annual Signal Maintenance	4				
Line A: Total Unit Price Services					
Added Cost Work (Potential work authorized by the City outside of the scope of Unit Price Services)					
1. Remove and Replace Mast Arm	Each	2			
2.Remove and Rep Steel Pole	Each	2			
3.Remove and Replace Steel Pole and Base	Each	3			
4.Underground Cable Repair with Splice	Each	10			
5.Conduit Repair	Each	10			
6.Paint Pole	Each	5			
7.Straighten Leaning Pole	Each	5			
8.Directiona Bore or Trench	L.F.	2000			
9.Install New Street Light Pole	Each	5			
10.Pole Makeup	Each	5			
11.Set Junction Box	Each	1			
Line B: Total Added Cost Work Services					

THREE YEAR UNIT PRICE PROPOSAL

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
Line A: Total Unit Price Services	\$_____	\$_____	\$_____
Line B: Total Added Cost Work	\$_____	\$_____	\$_____
Line A+B: Total Price Proposal	\$_____	\$_____	\$_____

Service	Unit	Estimated Quantity	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
Unit Price Services (All work associated with keeping the system operational, record keeping, 24-hour services)					
1. Annual Street Light Maintenance per street light	626		39.75	40.94	42.17
2. Annual Signal Maintenance	4		3850.00	3927.00	4005.54
Line A: Total Unit Price Services			40,293.50	41,336.44	42,420.58
Added Cost Work (Potential work authorized by the City outside of the scope of Unit Price Services)					
1. Remove and Replace Mast Arm	Each	2	856.42	889.74	924.85
2. Remove and Rep Steel Pole	Each	2	2499.20	2611.94	2726.47
3. Remove and Replace Steel Pole and Base	Each	3	3046.67	3181.35	3319.00
4. Underground Cable Repair with Splice	Each	10	621.22	644.80	664.63
5. Conduit Repair	Each	10	603.82	621.60	639.40
6. Paint Pole	Each	5	442.59	451.23	462.53
7. Straighten Leaning Pole	Each	5	571.16	586.16	602.08
8. Directional Bore or Trench	L.F.	2000	12.68	12.83	13.05
9. Install New Street Light Pole	Each	5	3160.90	3298.58	3439.41
10. Pole Makeup	Each	5	195.47	201.40	207.33
11. Set Junction Box	Each	1	294.07	300.00	305.93
Line B: Total Added Cost Work Services			75,598.13	77,854.78	80,255.45

Black + McDonald
Jennifer L. Mathis
12-15-21

THREE YEAR UNIT PRICE PROPOSAL

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
Line A: Total Unit Price Services	\$ <u>40,283.50</u>	\$ <u>41,336.44</u>	\$ <u>42,420.58</u>
Line B: Total Added Cost Work	\$ <u>75,598.13</u>	\$ <u>77,054.78</u>	\$ <u>80,255.45</u>
Line A+B: Total Price Proposal	\$ <u>115,881.63</u>	\$ <u>119,191.22</u>	\$ <u>122,676.03</u>

Black & McDonald
Jennigan & Mathes
12-15-21

AGREEMENT FOR STREET LIGHT & TRAFFIC SIGNAL MAINTENANCE SERVICES

This Agreement, made this _____ day of January, 2022, by and between _____, hereinafter referred to as Contractor, and the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in this Agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed Agreement. Any additions or changes must be added as a written supplement to this Agreement at time of proposal. In addition to the provisions of Section 2.9 below, the City must approve each year the terms of this Agreement based on the budgetary allowance, per the Kansas budget laws and cash-basis laws, as amended.

1.0 Service Specifications

- 1.1 The Contractor will provide services as set forth in Exhibit A attached herein and incorporated herein by reference, (hereinafter the "Services").
- 1.2 The Contractor is required to have a valid City of Roeland Park Business License while under contract with the City. License and information can be obtained at the City Hall Building located at 4600 W. 51st St
- 1.3 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the term of this Agreement.
- 1.4 The Contractor shall ensure that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 This signed Agreement will be the authorization for the Contractor to provide the described Services as requested by the City.
- 2.2 Public Works Director, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact the Public Works Director to schedule work. All routine work should be performed between 7am through 7pm weekdays unless otherwise scheduled or approved by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to the Public Works Director.
- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.

2.7 Insurance.

- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
- C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
- D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

2.8 It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

2.9 Term: The initial term of this Agreement is for one (1) year (the "Initial Term") commencing for the period of January 1, 2022 through December 31, 2022 with the option to extend the term of this Agreement for two (2) additional one (1) year periods. At the end of this Initial Term, this Agreement will automatically renew for another two (2) one (1) year periods each unless City provides notice to Contractor in writing of the intent not to renew the Agreement within thirty (30) days prior to the expiration of the Initial Term or the first renewal term (as the case may be) or unless the Agreement is terminated as provided herein. City may terminate this Agreement by giving sixty (60) days prior written notice to Contractor for City's convenience, or City may terminate this Agreement immediately upon a default by Contractor.

2.10 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

2.11 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

2.12 Applicable Laws and Permits.

A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

B. Pursuant to K.S.A. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the commencement of any Services. City may terminate this Agreement immediately upon failure of Contractor to comply with these requirements.

2.13 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

2.14 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

2.15 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to

employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

2.16 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City, which may be withheld for any reason at the City's discretion.

2.17 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

2.18 Supplemental Agreements: This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by a written supplemental agreement. If notice of any change in Services affecting the general scope or provisions of the Agreement is a requirement of any insurance policy held by the Contractor as a requirement of this Agreement, the giving of such notice shall be the Contractor's responsibility.

3.0 Fees

3.1 Total Fee: City agrees to pay Contractor for the actual work performed at the unit costs set forth in Exhibit A, which is attached hereto and incorporated by reference into this Agreement. If any additional services beyond the Services outlined in the Scope of Services set forth in Exhibit A are deemed necessary, the compensation for said services shall be outlined in a supplemental agreement as required above.

1. **Unit Price Services.** The Unit Price Services (Line B of Unit Price Proposal) unit price to maintain approximately 626 LED lights as described in Exhibit A is _____ per unit per year. A "unit" is described as one fixture.

The annual Unit Price Service invoicing shall be billed in 12 equal monthly installments. Monthly invoices will be submitted to the City on the first of each month for the proceeding monthly maintenance services.

Based on the estimated 626 LED street light quantity, the total cost of this line item will be (Line A Total): \$ _____ per year.

The total number of streetlights may vary or lights may be added to the inventory. The total amount paid for the Unit Price Service will be based on the actual number of streetlights on a per unit per year price.

2. **Added Cost Work Billing.** The Added Cost Work Services (Line C of Unit Price Proposal) unit prices as described in Exhibit A represent an estimated annual service expense of (Line B Total): \$ _____ per year.

This line item represents only an estimated annual quantity, based on need and available annual budget, and not a guaranteed service quantity amount.

Monthly invoices for this work will be submitted to the City on the first of each month for the proceeding completed monthly maintenance services. City agrees to pay Contractor for invoiced services within thirty (30) days of invoice.

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

CONTRACTOR:

By: _____
Printed Name: _____
Title: _____

CITY:

CITY OF ROELAND PARK, KANSAS

By: _____
Mike Kelly
Mayor

ATTEST:

By: _____
Kelley Nielsen
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Steve Mauer
City Attorney

**STREET LIGHT & TRAFFIC SIGNAL
MAINTENANCE AGREEMENT EXHIBIT A
SCOPE OF WORK**

I. GENERAL

The scope of work generally intended under this Agreement is to maintain and keep in good repair approximately 626 designated streetlights & 4 traffic signalized intersections. The specific performed tasks shall include routine and non-routine maintenance and/or repair work as specified herein.

II. CONTRACTOR REQUIREMENTS

A. The Contractor shall be authorized to operate in the state of Kansas, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the appropriate state and local agencies.

B. The Contractor shall assume full responsibility for damage to City property caused by the Contractor's employees or equipment as determined by designated personnel.

C. The Contractor shall perform all work in a safe manner and be solely responsible for the safety and well-being of its employees and others relative to the Contractor's work, work procedure, material, equipment, transportation, traffic control, and related activities and equipment. This includes all traffic control measures when working on lights/poles which hang over street areas.

D. The Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

E. Upon request, Contractor shall submit its company safety program to the City. The program shall include requirements applicable to the scope of its work and the protection of the Contractor's employees and the public relative to the Contractor's work. The safety program documents may be reviewed and approved by the City prior to notice to proceed.

III. WORK DESCRIPTION

A. Unit Price Services

Line Item- Annual Street Light Maintenance

The Contractor shall maintain and keep in good repair each of the designated streetlights for annual unit price service fee per light. The Annual Street Light Maintenance Fee unit price services shall include the following:

- a. Customer Service/Dispatch. Contractor shall provide a twenty-four (24) hour customer service/dispatch contact number, and email, for lighting inquiries, outage reports and make safe needs identified by City. City shall primarily receive initial calls and notify Contractor. Contractor is

responsible for repairs and return notification via email to City so that City may respond to customer as required. The Contractor and the City will develop a procedural means to record the Contractor's work in the City's work order management system. Exel/GIS is the City's current work management system.

- b. Outage Monitoring. Contractor shall regularly monitor all of the designated streetlights for outages. In addition to reports made to the Contractor's call center, the Contractor shall conduct a night patrol of designated streetlights once every month and provide a written summary report.
- c. Records and Monthly Reporting. Contractor shall provide monthly report to verify repair activity, response times, and source of repair request. Contractor's records will be made available to the City and in a format allowing the records to be integrated into the City's existing work order management system.
- d. Streetlight System Data. The City will provide available street light system data to the Contractor who will maintain and manage an electronic database of the designated street lights covered under this Agreement.
- e. Material Management. The Contractor shall purchase and maintain, at its cost, a parts inventory of sufficient quantity to be able to perform these services. All parts and material costs which are part of the performance of Unit Price Services for Annual Street Light Maintenance is considered incidental. The Contractor warrants that products furnished conform to the requirements specified, are of good merchantable quality and suitable for the purpose intended.

Maintenance Incidentals. In addition to the incidental materials, all labor and equipment to repair/replace the light components, conductors, cables, fix leaning poles to remediate danger to the public, inspect all components and make incidental repairs are also considered incidental to the annual service fee.

- f. Third Party Damages (knockdowns and cable cuts). Contractor shall make safe all repairs to downed poles or cut cables at no additional cost to the City. Contractor shall be subrogated to the City's interest and rights of recovery in all street lights which Contractor repairs or replaces, as part of maintenance services provided as a result of any actions by a third party. The City agrees to provide necessary information and assistance to the Contractor for enforcement of its subrogation rights to the extent that such

information is uniquely available to the Contractor only from the City, and to the extent such information is not otherwise privileged.

- g. Poles and Mast Arms. Contractor is responsible for maintaining, replacing and/or repairing all parts of the designated street lights including the structural components.

Make-Safe Services. Contractor shall remove conditions of public peril within one (1) hour of notification of such condition. Conditions include, but are not limited to downed poles and/or power lines from streets associated with street lighting. Conditions not considered to present public peril shall be removed within four (4) hours. Upon securing and making the area safe to the general public, the Contractor will immediately notify the City's Public Works Department. 913-722-5435 (If not during business hours, leave a message indicating location, type of incident, and time it was made safe.)

- h. Spot Relamping. Contractor shall commence repairs of early lamp burnouts or day burners within two (2) business days of notification or patrol discovery; repairs will include lens cleaning and interior wiping of the luminaire. Contractor shall furnish lamps and photocells.
- i. Repair Response. Contractor to respond to light out calls within two (2) business days. In most cases, repairs will be made immediately. However, some maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required; Contractor shall complete as soon as reasonably possible; however, not longer than fourteen (14) days after knowledge of the outage.
- j. Decorative Poles. The maintenance services will include any decorative poles and fixtures under the same provisions. The City will work with the Contractor on selection of replacement decorative poles.
- k. Permits and Responsibilities. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of work. The City agrees to furnish permits required by the City to the Contractor at no charge.

Traffic Signal Maintenance

The Contractor shall provide a continuous, comprehensive preventive maintenance program designed to minimize the incidence of outages and malfunction; reduce complaints; and extend the useful life of the traffic signal equipment. The program shall include, but is not limited to:

A. Annual Maintenance

Annual maintenance shall include cleaning, adjusting, lubricating, and testing of signal equipment and replacement of substandard components. The controller units shall be overhauled or maintained as recommended by the manufacturer.

The Contractor shall test all conflict monitors (see Attachment 1 for all existing signalized intersections) annually for each contract period and provide the City with a written report identifying each intersection and showing all test results.

The Contractor shall test all locations with battery backup systems as shown on Attachment 2 (by disconnecting the PG&E power at the service cabinet) within the first two months of the start of each contract period and provide the City with a written report that at each intersection the battery backup system operated on full cycle operation during power disconnect.

The Contractor shall rotate the batteries, per the manufacturer's recommendation, at all locations with battery backup systems (see Attachment 2 for locations) to maximize the life of the batteries and provide the City with a written report that work has been completed.

B. Annual Inspection

Within the first three months of each contract period, the Contractor shall:

- a. Replace all cabinet filters.
- b. Clean all lenses, reflectors, signal and fixture housing units and photoelectric units.
- c. Check the mounting of each signal head and adjust/tighten the mounting as required.
- d. Replace deteriorated or missing components and fastening hardware such as sockets, nuts and bolts.
- e. Clean video detection camera lenses.

C. Quarterly Inspection

Each signalized intersection shall be inspected quarterly. At a minimum, the following shall be performed:

- a. Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses and missing parts. Depress all pedestrian push buttons and observe the proper timing operation and display. Correct all observed problems as soon as possible thereafter.
- b. Examine the functioning of the controller in relation to the traffic. Correct functional problems as soon as possible and report functional and timing problems to the Engineer.
- c. Observe and check for proper operation of the detector loops or video detection and amplifiers. Adjust or re-tune detector amplifiers and correct sub-standard splices as necessary. Report improper detection operation and causes to the city.
- d. Inspect all relays, switches, and terminals, etc. and replace or make adjustments as necessary. Make arrangements to promptly fix those deficiencies which cannot be corrected immediately.
- e. Check and adjust fan operation. Check the filter for tight fit and tape if required. Clean and vacuum the cabinet as necessary. Examine cabinet interior for water,

excessive dampness and plant or animal intrusion. Determine cause and correct the condition.

f. Inspect battery backup system to ensure unit is fully operational. Report improper operation to City.

g. Inspect preemption system to ensure equipment is operating and in place, check all connections. Report improper operation to Engineer.

h. Completed record keeping requirements as described below.

D. Normal Maintenance

The Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The Contractor shall repair or replace equipment and components that have failed, deteriorated, or malfunctioned from the normal operation of the traffic signal system. This equipment and components shall include, but is not limited to the following elements:

Incandescent Lamps, LED signal faces, Conflict Monitors, Signal Safety Lights, Load Switches, Detector Amplifiers, Transfer Switches, Flasher Switches, Breaker Switches, Ballasts, Starters, Sockets, Fuses, Fuse Holders, Photoelectric Cells, Signal and Safety Light Wiring in Poles, etc.

Light Emitting Diode (LED) Signal Faces

All traffic signal faces in Roeland Park are LED's. All pedestrian signals are LED countdown. The LED traffic signal faces shall comply. As part of Normal Maintenance, all LED traffic signal faces will be replaced upon failure. The Contractor may, at Contractor's expense, maintain records and claim any manufacturers' refund that may be applicable under the LED manufacturer's warranty.

E. Maintenance Records

Contractor shall maintain an inspection and maintenance log to be kept in each controller cabinet using a form approved by the city and shall maintain records as described herein.

A printout of the signal control database shall be kept in each controller cabinet. Timing changes shall be indicated on the printout. Only the city shall authorize timing changes except that the Contractor may make changes required on a temporary basis due to maintenance operations or to maintain a satisfactory signal operation when there is a detection failure.

A work order form approved by the City shall be filled out each time the Contractor performs maintenance work which is out of the scope of Normal Maintenance. After completing the form, the Contractor's signal maintenance supervisor shall review the work performed, initial the form, and send a copy of the completed form to the city. The originals shall be kept on file in the Contractor's office.

The Contractor shall provide a computerized database capable of storing all service calls and inspection and maintenance activities performed under the contract. A monthly report generated from the database shall be sent to the City with the monthly invoice. The report must identify each activity by the date and time, location, nature of the problem, work done, and whether the activity is part of the routine maintenance, service calls, or related to accident, vandalism or specifically authorized work. No

payment will be made without submittal of the report.

F. Consultation

The Contractor shall designate representatives in their organization who shall be available periodically to the City for consultation.

This consultation shall include preparing cost estimates for replacement of obsolete equipment, system modifications and maintenance work for which specific service fees have not been established in this contract; and technical explanations of functional and operational characteristics of the signals.

G. Response and Service

a. The Contractor shall provide response and service on a 24-hour per day, 7-day per week basis. Immediate action shall be taken to safeguard the public any time a signal installation becomes partly or totally inoperative from any cause whatsoever. The maximum response times shall be as follows:

- Emergency and Accident Maintenance - One (1) Hour

Replacement of Burned Out Signal Faces:

- * Red Faces on Mast Arms - Two (2) Hours

- * Red Faces on Poles - Twelve (12) Hours

- * Green and Yellow Faces - Twelve (12) Hours

- All Other Signal Maintenance - Twenty-Four (24) Hours

- Safety Lighting - Forty-Eight (48) Hours

b. Signal-on-flash, signal blackout not caused by a power outage, and any malfunction of pedestrian signals shall constitute an emergency. The City may extend the maximum response time for maintenance on a case-by-case basis if the signal remains operational in a satisfactory manner and the condition poses no immediate hazard to the public.

c. Final repairs and maintenance shall be completed as soon as possible and in all cases in no less than twenty-one (21) calendar days, unless extended in writing by the city.

d. Failure to meet the response time requirements by the Contractor shall be sufficient cause for the city to authorize maintenance to be completed by others and deduct the costs of said maintenance from payments due to the Contractor. Repetitive failure shall be deemed sufficient cause for the City to terminate the contract.

H. Signal Turn-off and Signal on Flash

The Contractor shall immediately notify the City's Police Department and the Public Works Director of any signal turn-offs or signal on flash necessitated by their operation. Signal turn-off of any duration and signal on flash operation in excess of fifteen (15) minutes must be first authorized by the city.

I. Spare Equipment

The Contractor shall maintain adequate storage and shop facilities and sufficient stock of spare parts and signal equipment to affect maintenance to the signals. The Contractor shall maintain at least one fully tested standby controller that is compatible with the City's system, and one other fully tested standby controller that is compatible with Econolite Colbolt 2100 system. Any City furnished equipment shall remain City-owned and shall be returned to the City as soon as practical.

J. Salvaged Equipment

The Contractor shall deliver any salvaged or salvageable equipment or material to the location in the City as designated by the Public Works Director. Any material or equipment declared non-salvageable by the City shall be disposed of properly by the Contractor.

Attachment A - Signalized Intersections & Cabinet Addresses

- 48th St & Roe Blvd - 4802 SC Roe Blvd
- 50th Terr & Roe Blvd - 4998 SC Roe Blvd
- 51st St & Roe Blvd - 5102 SC Roe Blvd
- 55th & Roe Blvd - 5502 Roe Blvd

B. Added Cost Work

Repair services shall be made by the Contractor at the request of the City to address unexpected repairs to the street lighting system that are outside of the scope as defined for Unit Price Services. Repair work shall be paid by the unit for items as identified in the Unit Price Proposal and further defined in this Scope of Work.

The estimated services in the Unit Cost Proposal are only an annual estimate and do not guaranty the availability or extent of the City services needed during the term of the Agreement.

Line Items-

1. **Remove and Replace Mast Arm.** Contractor shall remove an existing LED and mast arm at the request of the City and replace it with a new LED and mast arm.
2. **Remove and Replace Steel Pole.** Contractor shall provide all labor, materials, and equipment to remove existing pole and install a new pole on the existing base. New pole shall include new pole and bracket cable, new fuse connectors, cable connectors, and a new replacement luminaire. Includes pole makeup as well.
3. **Remove and Replace Steel Pole and Base.** Contractor shall provide all labor, materials, and equipment to remove existing pole and base for complete replacement. New pole shall include new pole and bracket cable, new fuse connectors, cable connectors, new replacement luminaire, and new base. Includes pole makeup as well.
4. **Underground Cable Repair with Splice.** For direct buried cable the Contractor shall expose the damaged cable and repair with underground gel splice kit. Underground repair with splice shall include the repair of up to 2 cables and may require 2 gel kits per splice with a short section of new wire or may require new wire to the adjacent fixture. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.
5. **Conduit Repair.** Contractor shall repair conduit by exposing damaged area, removing electrical cable, repairing conduit with up to 10 feet of new conduit and replacing electrical wiring. If wiring has been damaged Contractor shall replace the wiring with new from pole to pole or from pole to junction box as directed by the City. New wiring shall be paid for by the lineal foot as bid for Installed Wire in Conduit. Repairs required to splices or pole makeup shall be paid for the appropriate item as required for this repair. All ground restoration and repairs shall be subsidiary to the conduit installation.
6. **Paint Pole.** Contractor shall paint pole with a Gloss Black Heavy Duty Rust Resistant Aluminum Paint or approved equal. Metal surfaces shall be properly cleaned in accordance with the manufacturers recommendations and the appropriate primer shall be applied as needed. When completed, the Contractor shall repaint with white 2-inch stencil the appropriate pole number.
7. **Straighten Leaning Pole.** Contractor shall provide all labor, equipment and materials necessary to straighten and level a leaning pole that is not in danger or causing public harm.
8. **Directional Bore or Trench.** Conduit shall provide conduit in the length requested by the City to be bored or trenched between fixtures or between junction box and fixture. Minimum length of conduit payment shall be 50 feet per location. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.

9. **Install New Street Light Pole.** Contractor shall install a completely new street light pole and foundation. Unit price includes all labor, equipment, and materials associated with the new installation of a standard City 30-foot streetlight pole, mast arm, LED luminaire, and all cables/conductors/ground wiring. Includes pole makeup as well.
10. **Pole Makeup.** Contractor shall provide all fuse connectors and cable connectors to makeup a complete new connection to a pole. One pole makeup will require 3 fuse kits and 3 cable connectors.
11. **Set Junction Box.** Contractor shall install Type I or Type II junction box as directed by the City. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.
12. **Set Street Light Controller.** Contractor shall install a concrete pad mounted, photocell controlled, street light control center. Control center will be standard to the Johnson County region (Millbank, Myers, Pacific Utility Products or approved equal) with pad and controller constructed per manufacturer recommendation. Price includes all equipment, labor, materials to construct controller and properly restore disturbed area.
13. **Set Street Light Meter.** Contractor shall provide installed street light meter enclosure and coordinate and pay all non-City fees and permits associated with the installation of the meter by the appropriate power company.
14. **Install 3c #4 in Conduit.** Price per linear foot of 3 conductor #4 wire in conduit as agreed upon between the Contractor and City and directed by the City.

IV. WORK STANDARDS

- A. All of the designated street lights will be field checked by the Contractor for proper operation each month. Street lights found not functioning during the field check will be repaired upon discovery if possible.
- B. All installed material items used will be new, unless otherwise agreed to by the City and be of a type and brand approved by the City.
- C. Most repairs are to be completed within two (2) business days of notification or patrol discovery. Extensive repairs as required, or the replacement of fallen or damaged street lights shall be completed as reasonably as possible; however, not longer than fourteen (14) days of being aware of the incident.

Work approved by the City as Added Cost Work shall also be completed within fourteen (14) days of authorization to proceed.

Item Number: New Business- VIII.-E.
Committee 12/20/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/14/2021
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Agreement for 2nd Phase of Street Light Painting**
Item Type: Agreement

Recommendation:

Staff recommend approval for UNSCI Industries to re-paint the remaining 172 residential streetlight poles at a cost not to exceed \$62,000.

Details:

UNSCI Industries was awarded the painting contract to re-paint 179 streetlight poles on the westside of the city. The contractor completed this work in December. There are 172 poles that are remaining on the eastside of the city that will need to be painted in 2022. Attached is the cost proposal provided by UNSCI Industries. Staff have been very pleased with the work they have provided and recommend them to complete the 2nd phase of streetlight painting. The contractor will likely start the painting process in the spring of 2022 and all poles will be completed by late summer

Once the remaining street lights have been painted in 2022, staff will be able to reduce the streetlight maintenance line item in 2023 and outgoing years since all the streetlight poles will be in good shape and will only require minimal maintenance to the pole surfaces

The price is a \$20 increase per pole from the 2021 price provided by UNSCI. Per UNSCI the increase is due to an increase in material costs. Their 2022 price of \$358/pole is still less than the next lowest price of \$499/pole from Black and McDonald, which was received when we collected quotes before awarding the 2021 contract.

Financial Impact

Amount of Request:

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

Additional Information

There were 20 poles that were shown to have severe to moderate rust based upon the assessment provided by our street light maintenance contractor. Staff asked for a cost to switch out these poles and replace them with the good poles the city had salvaged from the Roe Blvd project. This work was completed in November of 2021 at a cost of \$16,000.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Streetlight Painting Proposal	Cover Memo



Contract Agreement No: 21.109-2022

Blasting & Coating Proposal

December 16, 2021

Proposal 21.109-Revised

Insko Industries, Inc. EIN: 36-3322729

Roeland Park – Public Works

4600 W. 51st Street

Roeland Park, KS 66205

ATTN: Donnie Scharff

Subject: Quote for Streetlight Pole Painting

Per your request,

Insko Industries, Inc. is pleased to offer the following proposal for the aforementioned project.

GENERAL SCOPE OF WORK:

- Mobilize crew, equipment, and material to job site
- Prepare streetlight poles to be coated per coating manufactures specifications
- Apply coating systems to streetlight poles per coating manufactures specifications
- Demobilize crew, equipment, and any un-used materials from job site

LINE-ITEMS:

- **ITEM No. 1:** Surface Prep & Painting of 172 Streetlight Poles (2022)

COATING SYSTEM SCHEDULE:

- **SURFACE PREPARATION:**
 - Light Prep: Hand-Tool clean surfaces to SSPC-SP2 standards
 - Moderate Prep: Powe-Tool clean surfaces to SSPC-SP3 standards
- **COATING SYSTEM:**
 - Prime Coat: Tnemec Series 27 F.C. Typoxy at 2.0 – 6.0 mils DFT
 - Finish Coat: Tnemec Series 73 Endura-Shield at 2.0 – 3.0 mils DFT

CLARIFICATIONS & QUALIFICATIONS

- This proposal includes all labor, materials, equipment, insurance, cleanup, supervision, and safety.
- This proposal is based on Insko using traffic cones as needed to route traffic around equipment.
- This proposal is based on Owner providing powerline shields as needed to access work.
- All work to be completed Monday thru Friday 7 am – 3:30 pm daily; excluding holidays.
- All downtime related to work stoppage due to others will be kept on T&M basis.



INDUSTRIAL / COMMERCIAL COATINGS CONTRACTORS

WWW.INSOIND.COM

6902 Martindale Rd. Shawnee KS 66218 Phone 913-442-8001 Fax 913-442-8081

EXCLUSIONS

- Professional traffic controls
- Powerline shielding
- Over-Time, Double-Time, and/or Holiday Pay
- Repair/Repaint due to damage by others
- Items not specified within Proposal 21.109 "LINE ITEMS No.1 & No.2"
- Any deviations from **Scope of Work or Clarifications & Qualifications** will result in a **Change-Order**

PAYMENT TERMS

Net 30; upon receipt of invoice.

LINE-ITEM PRICE:

LINE-ITEM No.1: \$61,570.00

TOTAL BASE BID:

LUMP SUM OF: \$61,570.00

By signing C.A. No: 21.109-2022 the City of Roeland Park, KS enters into contract; accepting the terms set forth by Insko Industries, Inc. for the lump sum price of \$61,570.00

Insko Industries, Inc.

Printed Name: James Brooks

Title: Contract Executive

Signature:

Date:

City of Roeland Park, KS

Printed Name:

Title:

Signature:

Date:

If you have any questions or need additional information, please contact me.

Sincerely,

James Brooks

Coatings Estimator / Project Manager



Office: 15424 Andrews Rd. KCMO 64147

Shop: 15330 Hangar Rd. KCMO 64147

O: (913) 422-8001 | F: (913) 422-8081 | C: (816) 730-1741

🌐 www.inscoind.com | ✉️ jbrooks@inscoind.com

Item Number: **Ordinances and Resolutions:- IX.-**
 A.
Committee **12/20/2021**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/2/2021
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Ordinance 1022 - Masking Requirements (maybe)**
Item Type: Discussion

Recommendation:

The item is on the agenda for continued discussion.

Details:

Attached is the draft ordinance prepared by the City Attorney when Council was discussing replacing the resolution with an ordinance (first meeting in October). It has been updated to reflected the most recent Covid related numbers. An ordinance you will recall affords the Police Department the authority to issue citations to businesses and patrons who are not following the masking regulations (similar to the ordinance Prairie Village had in place).

Percent positive test numbers are rising and a new variant has been identified. Number of people vaccinated also continues to rise and the vaccine is now available to children from 5 to 11.

The Unified Government is currently the only agency in the metro with a universal masking regulation in place. This does make enforcement more difficult for a small agency within the metro area.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	Ordinance 1022	Cover Memo
	Draft Universal Masking Ordinance	Cover Memo

ORDINANCE NO. __

AN ORDINANCE ESTABLISHING CHAPTER XI, ARTICLE 2, SECTION 11-206¹ TO REQUIRE THE WEARING OF MASKS OR OTHER FACE COVERINGS DURING THE COVID-19 PUBLIC HEALTH EMERGENCY AND RECOVERY

WHEREAS, the governing body of the City of Roeland Park, Kansas, prioritizes the protection of the health, safety, welfare and economic well-being of residents and visitors of the City of Roeland Park; and

WHEREAS, COVID-19 is a disease caused by a novel coronavirus, previously unknown in humans, and is presently understood to cause, among other things, upper-respiratory tract illnesses that can range from mild to severe, spread quickly, and may cause death, particularly in older adults and persons with chronic medical conditions; and

WHEREAS, COVID-19 and its variants, are spread primarily through respiratory droplets exhaled when infected people breath, talk, cough, or sneeze; and

WHEREAS, wearing a mask or other face covering substantially reduces transmission of COVID-19 and its variants by blocking exhalation of virus-containing droplets into the air; and

WHEREAS, Johnson County, Kansas, has experienced 91,514 positive cases of COVID-19, which has resulted in 4,220 hospitalizations and 977 deaths of Johnson County citizens as of December 19, 2021; and

WHEREAS, only 69.7%² of all Johnson County residents are fully vaccinated against COVID-19 and its variants as of December 19, 2021; and

WHEREAS, on July 27, 2021 the U.S. Centers for Disease Control and Prevention issued guidance recommending face coverings be worn by all individuals while indoors in areas with “substantial” or “high” transmission rates of COVID-19; and

WHEREAS, as of December 19, 2021, Johnson County is experiencing a “high” level of COVID-19 transmission

WHEREAS, Doctor Sanmi Areola, Director of Johnson County Health & Environment, in a letter to Johnson County Superintendents and School Board members dated August 16, 2021, recommended universal indoor masking for all teachers, staff, students and visitors to K-12 schools, regardless of vaccination status; and

WHEREAS, for the aforementioned and other reasons, the governing body of the City of Roeland Park, Kansas is acting pursuant to its constitutional home rule authority to provide for the health, safety, welfare and economic well-being of residents and visitors of the City of Roeland

¹ This new Section 11-206 would be placed in Chapter 11, which is the City’s public offense code, Article 2 is reserved for “Local Provisions.” We believe this is the best location for this ordinance, as it is a “Local Provision”, and violation of this ordinance must constitute a public offense for a fine to be imposed.

² The percentage is different if we consider the population eligible to get vaccinated. 74.4% of eligible JoCo residents are vaccinated according to the CDC’s Public Data Tracker.

Park, Kansas, by requiring that masks or other face coverings be worn as described in this ordinance.

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

Section 1. Section 11-206 of the City Code is hereby established to read as follows:

“Sec. 11-206. – Wearing Masks in Public Spaces During the COVID-19 Public Health Emergency and Recovery.

(A) Definitions.

(1) “City” means the City of Roeland Park, Kansas.

(2) “Mask or other Face Covering” means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A Mask or Face Covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. A Mask or Face Covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.

(3) “Public Space” means any indoor space, area, or transportation vessel that is open to the public. Public Space does not include (i) private residential property or private offices or workspaces that are not open to customers or public visitors, (ii) public buildings or facilities owned or operated by any unit of government or political subdivision other than the City itself, or (iii) churches, synagogues, mosques, or other places primarily used for religious worship. **OPTION³** or (iv) public and private schools.

(B) Mask or other Face Covering Required in Public Spaces, Exemptions.

(1) All persons in the City shall cover their mouths and noses with Masks or other Face Covering when they are in the following situations:

(a) Inside any Public Space; or

(b) Obtaining services from the healthcare sector in settings, including but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank, unless directed otherwise by an employee thereof or a health care provider; or

(c) Utilizing any public transportation while within the City⁴.

³ This option was exercised by Prairie Village, as its ordinance specifically excludes public and private schools.

⁴ There is no public transportation provision in the Prairie Village ordinance.

(2) The businesses and organizations in the city must require all employees, customers, visitors, members, or members of the public to wear a Mask or other Face Covering as follows:

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

(3) The following individuals are exempt from wearing masks or other face coverings in the situations described in subsections B(1) and B(2):

- (a) Persons aged five years or under – children aged two years and under in particular should not wear a Mask or Face Covering because of the risk of suffocation;
- (b) Persons with a medical condition, mental health condition, or disability that prevents wearing a Face Covering or Mask – this includes persons with a medical condition for whom wearing a Face Covering or Mask could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a Face Covering without assistance;
- (c) Persons who are deaf or hard of hearing, or communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication;
- (d) Persons for whom wearing a Face Covering or Mask would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;
- (e) Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;
- (f) Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided they maintain a 6-foot distance between individuals (not including individuals who reside together or are seated together) with only infrequent or incidental moments of closer proximity;

(g) Athletes who are engaged in an organized sports activity that allows athletes to maintain a 6-foot distance from others with only infrequent or incidental moments of closer proximity;

(h) Persons who are engaged in an activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a Mask or other Face Covering

(i) Persons engaged in religious services, ceremonies or activities;

(j) Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.

(4) It shall be an affirmative defense to any prosecution under subsection B(1) or B(2) that the person in violation is an individual listed under subsection B(3).

(C) Penalties and Enforcement.

(1) Violation of any provision of this Section 11-206 constitutes an imminent threat and immediate menace to public health. All remedies prescribed by this Section 11-206 or otherwise available under applicable law, shall be cumulative, and the use of one or more remedies by the City shall not bar the use of any other remedy to enforce this Section 11-206.

(2) The knowing and willful failure or refusal to comply with the requirements of this Section 11-206 by any individual person shall be an unclassified violation. Any fine imposed for a violation under this subsection (C)(2) shall not exceed \$25.00.

(3) The knowing and willful failure or refusal to comply with the requirements of this Section 11-206 by any business or organization shall be an unclassified violation. Any fine imposed for a violation under this subsection (C)(3) shall not exceed \$250.00 per day⁵.

(a) The person responsible for any business or organization that does not comply with the requirements of this Section 11-206 includes a sole proprietor, or any officer, partner, member, manager, director, or other supervisor for the business or organization, who may be held jointly and severally responsible for such violation with respect to any enforcement of the violation in subsection (C)(3).

OPTION: (4) Any business or organization that violates Section 11-206 three (3) or more times shall be deemed a recidivist offender. Any recidivist business or organization may, have its occupational license, and/or any license or permit issued by the City, revoked.

⁵ Prairie Village's ordinance imposes the same fine against the individual as it does against the business: \$25.00. The "per day" language explains that businesses and organization's violations will be by the day, meaning every day a business or organization does not enforce this ordinance it is subject to fine. This is opposed to a violation by the business or organization for each person unmasked in their building(s).

Pursuant to Roeland Park Municipal Code Section 5-105, an occupational license is required to conduct business within the City.

(5) This Section 11-206 may be enforced by the Roeland Park Police Department, with appropriate proceedings following citation in municipal court.

(D) Federal, State, and County orders.

The provisions of this Section 11-206 shall not apply to the extent such provisions directly conflict with any current or subsequent orders issued by the United States Federal government (or any agency thereof), the State of Kansas (or agency thereof), the Governor of the State of Kansas, Johnson County, Kansas the Local Health Officer of Johnson County, Kansas, or other applicable authorities, including but not limited to Johnson County Board of Health Order No. 001-21 dated August 5, 2021.

(E) Effective Term.

The provisions of this Section 11-206 shall be in effect until 12:01 A.M. on March 15, 2022, unless further extended by ordinance of the governing body.

(F) Severability.

Severability is intended throughout the provisions of this Section 11-206. If any subsection, sentence, clause, phrase, or portion of this Section 11-206 is held to be invalid, illegal, or unconstitutional by any court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this section.

Section 2. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication in the official City newspaper.

PASSED by the Governing Body, this ____ day of December, 2021.

/S/ _____
Mike Kelly, Mayor

ATTEST:

/S/ _____
Kelley Nielsen, City Clerk

APPROVED AS TO FORM

/S/ _____
Steven E. Mauer, City Attorney

ORDINANCE NO. __

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WHEREAS, COVID-19 is a disease caused by a novel coronavirus, previously unknown in humans, and is presently understood to cause, among other things, upper-respiratory tract illnesses that can range from mild to severe, spread quickly, and may cause death, particularly in older adults and persons with chronic medical conditions; and

WHEREAS, COVID-19 and its variants, are spread primarily through respiratory droplets exhaled when infected people breath, talk, cough, or sneeze; and

WHEREAS, wearing a mask or other face covering substantially reduces transmission of COVID-19 and its variants by blocking exhalation of virus-containing droplets into the air; and

WHEREAS, Johnson County, Kansas, has experienced 85,358 positive cases of COVID-19, which has resulted in 3,930 hospitalizations and 962 deaths of Johnson County citizens as of November 29, 2021; and

WHEREAS, only 66.8%² of all Johnson County residents are fully vaccinated against COVID-19 and its variants as of November 29, 2021; and

WHEREAS, on July 27, 2021 the U.S. Centers for Disease Control and Prevention issued guidance recommending face coverings be worn by all individuals while indoors in areas with “substantial” or “high” transmission rates of COVID-19; and

WHEREAS, as of November 29, 2021, Johnson County is experiencing a “high” level of COVID-19 transmission

WHEREAS, Doctor Sanmi Areola, Director of Johnson County Health & Environment, in a letter to Johnson County Superintendents and School Board members dated August 16, 2021, recommended universal indoor masking for all teachers, staff, students and visitors to K-12 schools, regardless of vaccination status; and

WHEREAS, for the aforementioned and other reasons, the governing body of the City of Roeland Park, Kansas is acting pursuant to its constitutional home rule authority to provide for the health, safety, welfare and economic well-being of residents and visitors of the City of Roeland

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Pursuant to Roeland Park Municipal Code Section 5-105, an occupational license is required to conduct business within the City.

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(E) Effective Term.

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Section 2. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication in the official City newspaper.

PASSED by the Governing Body, this ____ day of December, 2021.

/S/ _____
Mike Kelly, Mayor

ATTEST:

/S/ _____
Kelley Nielsen, City Clerk

APPROVED AS TO FORM

/S/ _____
Steven E. Mauer, City Attorney

Item Number: **Ordinances and Resolutions:- IX.-**
 B.
Committee **12/20/2021**
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/2/2021
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Resolution 693 - Opioid Settlement**
Item Type: Resolution

Recommendation:

Staff and the City Attorney recommended approval of the attached resolution certifying city costs, affirming that the City will only spend funds on permissible purposes and authorizing a city official to execute any agreements necessary to receive settlement funds.

Details:

Please read the attached "Opioid Settlement Information Sheet" provided by the League of Kansas Municipalities. The informational sheet is intended to serve as a short explanation of the steps that your city will have to take to receive funds and seeks to answer some of the common questions. The League also provided a sample resolution that was edited by the City Attorney to address Roeland Park's specifics. The resolution serves as a certification of the costs, an authorization to waive future claims, and authorizes a city official to sign any agreements necessary to take part in the settlement (the agreements and forms we will be signing with the approval of the resolution are attached for reference).

The League's General Council, John Goodyear also recommends Roeland Park participate in the program. He provided some numbers: each City is due to receive \$4.90 per capita, which for Roeland Park comes out to \$33,000. There is a chance for an additional \$25,000-\$28,000 in funds if litigating cities settle their claims. Also, the State is setting up a grant program to divvy up a portion of the funds it receives, so the City could receive even more funds from the grant if it participates.

There is no real downside to participating. If the City does not participate, there is no possible way to recover funds for the opioid crisis in the future. This is the City's only chance at receiving some funds, as any and all future claims are waived against the opioid manufacturers

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ LKM Opioid Settlement Information Sheet	Cover Memo
☐ Resolution 693- Opioid Settlement Agreement	Cover Memo
☐ Opioid Settlement MOU	Cover Memo
☐ Settlement Participation Form	Cover Memo
☐ Settlement Participation Distributor	Cover Memo
☐ Agreement to Release and Assign Claims	Cover Memo

Opioid Settlement Informational Sheet

Kansas is part of the multi-state litigation aimed at holding the producers and distributors of opioids accountable for the negative effects that their drugs have had on the American public. In 2021, the State Legislature passed HB 2079 to govern the distribution of settlement funds. The bill requires 75% of settlement funds to go to the state and 25% of these funds to be split between municipal governments. Pursuant to this legislation, the League, the Kansas Association of Counties, and the Attorney General's office are finalizing a required Memorandum of Understanding (MOU) governing how the local funds will be split and used.

In order to receive settlement funds, your city will need to certify previous or expected costs to the city of at least \$500, agree to spend any settlement funds for lawful purposes, and waive any remaining claims related to the opioid litigation. **It is important to note** that any city not having already filed a lawsuit on their own is barred from doing so by HB 2079. So, if your city is a non-litigating city, meaning that you have not filed opioid litigation on your own independent of the state, then going through these steps will be the only way that your city can receive settlement funds.

Certifying Costs and Agreeing to Spend Funds on Lawful Purposes

Your city will be required to certify, **by resolution**, that the city has had or will have at least \$500 in costs related to opioid abuse or addiction mitigation and that the city is able to utilize any settlement funds on purposes approved in the MOU and the various settlements. The League's sample resolution will, among other things, certify costs and the ability to spend on lawful purposes as required.

- **Question 1: What are approved purposes?**
 - Approved purposes will likely include projects and activities, including law enforcement, that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction. Language in the various settlements and the finalized MOU will offer more clarity on this. Cities will be able to partner with non-profit entities or pool money with other municipalities to use the settlement funds on projects well suited to address the problems brought on by opioid addiction and abuse.

- **Question 2: What can be included as we calculate costs?**
 - Generally any public funds spent on opioid abuse mitigation and treatment can be included when calculating if your city meets that \$500 threshold. Examples we have heard from cities have been the cost of Narcan kits and the personnel costs to emergency agencies (Fire, EMS, and Police) in responding to overdose calls.

Waiving Claims

Your city will also be required to enter various agreements waiving any future claims that the city may have against various producers and distributors arising from conduct covered by the state settlement. All cities wishing to receive settlement funds will be required to enter the MOU. In addition to the MOU, cities wishing to receive funds will need to enter agreements with other entities (as of now Johnson & Johnson and a collection of distributors). Where you can find this release and how it will be submitted will vary by city population:

- **Cities with population of 10,000 or more.**
 - You should have received a notice from the National Opioids Settlement Administrator. This notice will include directions on how to register for the national settlement site and will include a code unique to your city allowing you to register for the site. Once registered, you will be sent the settlement release forms for the distributor's settlement and the J&J settlement that can be signed online by anyone with authorization to do so. If you have not received this notice, send an email to jgoodyear@lkm.org.
- **Cities with population of less than 10,000**
 - You will still need to sign these releases in order to have access to funds, but you will not be able to do so online. Instead, you will have access to a PDF called Exhibit K that will need to be filled out, signed, and returned. Once this form is made available, it should be on the Attorney General's Opioid webpage. Once that is up, we will modify this document to include a link, link the exhibits on our website, and send it out on the listservs.
- **Question 1: Who can sign the MOU and these settlement releases and agreements on behalf of the city?**
 - Release of these claims will require action by the governing body. Some cities have begun passing resolutions releasing claims and authorizing city personnel or a city official (ex: city manager or administrator, or mayor) to enter the agreements necessary to effectuate that waiver. The League has developed a sample resolution doing just that. While you will not be required to pass such a resolution, it may be

easier for the city to do so; authorizing one official to act on the city's behalf instead of waiting until all agreements are ready and finalized to hold a special meeting of the governing body to take up each agreement.

Sample Resolution

The League, in consult with some city attorneys, has drafted a sample resolution to certify city costs, affirm that the city will only spend the funds on permissible purposes, and authorize a city official to execute any agreements that are necessary for the city to receive settlement funds. We urge you to work with your city attorney as you make modifications to the resolution to make it fit your city.

More Questions? Contact jgoodyear@lkm.org

RESOLUTION NO. 693

A RESOLUTION OF THE CITY OF ROELAND PARK, KANSAS, APPROVING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO RELEASE AND ASSIGN THE CITY'S OPIOID CLAIMS TO THE KANSAS ATTORNEY GENERAL AND CERTIFYING COSTS ATTRIBUTABLE TO SUBSTANCE ABUSE AND ADDICTION MITIGATION IN EXCESS OF \$500.

WHEREAS, in 2021, the Kansas Legislature enacted HB 2079, the Kansas Fights Addiction Act (the "Act"), authorizing litigating municipalities such as the City of Roeland Park to access opioid litigation settlement funds and become eligible for certain state grants by entering an agreement releasing the City's opioid litigation claims to the Attorney General and assigning any future opioid litigation claims to the Attorney General (the "Agreement"); and

WHEREAS, the City of Roeland Park sustained damages related to the opioid epidemic; and

WHEREAS, the City of Roeland Park desires to enter an Agreement releasing and assigning its Claims to the Attorney General in order to access opioid litigation settlement funds and become eligible for certain state grants;

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

Section 1. Authorization of the Agreement. The City of Roeland Park hereby authorizes the release of its legal claims arising from covered conduct to the Attorney General, and the assignment of any future legal claims arising from covered conduct to the Attorney General, pursuant to the Agreement by and between the Attorney General and the City in substantially the form presented to and reviewed by the governing body at this meeting (copies of this document shall be on file in the records of the City), with such changes therein as shall be reviewed by the City Attorney and the officials of the City executing such documents.

Section 2. Execution of the Agreement. The Mayor, City Administrator, City Attorney and City Clerk are hereby authorized and directed to execute, seal, attest and deliver the Agreement in substantially the form presented to and reviewed by the governing body at this meeting and such other settlement agreements, documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of the City.

Section 3. Certification of Costs and Expenses. The City hereby certifies that it has incurred, and will incur, costs and expenses related to substance abuse or addiction mitigation in excess of \$500 and the City can utilize the opioid litigation settlement funds for the lawful purposes established in the Kansas Fights Addiction Act and the settlement agreements. The City Administrator and City Attorney are hereby authorized to execute, seal, attest and deliver such other documents, certificates and instruments as may be necessary and desirable to certify these costs and expenses or similar costs and expenses, for and on behalf of the City.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this 20th day of December 2021 and **SIGNED** by the Mayor.

Mike Kelly, Mayor

Attested:

Kelley Nielsen City Clerk

REVIEWED AND APPROVED AS TO FORM:

Steven E. Mauer, City Attorney

**Kansas Opioids Memorandum of Understanding between the Attorney General, the
League of Kansas Municipalities, and the Kansas Association of Counties**

Whereas the people of the State of Kansas and its communities have been harmed by the Opioid Epidemic due to the misfeasance, nonfeasance, and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State of Kansas, through its Attorney General, and certain Political Subdivisions, through their elected representatives and counsel, that separately have claims or potential claims seek to hold Pharmaceutical Supply Chain Participants accountable for the damages caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of Kansas, through its Attorney General and its Political Subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic caused by that misfeasance, nonfeasance, and malfeasance throughout the State of Kansas; and

Whereas, in furtherance of that goal, during the 2021 Legislative Session, the Kansas Legislature passed the Kansas Fights Addiction Act, House Bill 2079, to address the use of funds received from opioid litigation and establish limits on future opioid litigation by municipalities; and

Whereas, House Bill 2079 contemplates the distribution of settlement funds received from the opioid litigation to non-litigating municipalities and litigating municipalities who have entered into an agreement to waive their claims according to a formula negotiated between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties; and

Whereas, Kansas's share of settlement funds from certain national settlement agreements will be maximized only if all necessary Kansas Political Subdivisions participate; and

Whereas, the intent of the Kansas Fights Addiction Act and this Memorandum are to capture all funds dedicated by any settlement agreement to the State or to any Kansas Political Subdivision, including funds dedicated by the terms of any settlement agreement solely for the use by the State or by a Kansas Political Subdivision.

Whereas the moneys in the Municipalities Fight Addiction Fund shall be expended for projects and activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the municipality for previous expenses related to substance abuse mitigation or arising from covered conduct.

Now, therefore, the State of Kansas and its Political Subdivisions through their respective representatives, the League of Kansas Municipalities and the Kansas Association of Counties, subject to completing formal documents effectuating the Parties' agreement, enter this Memorandum

of Understanding ("MOU") to maximize and facilitate the distribution of the proceeds of national settlement agreements allocated to the State of Kansas and its Political Subdivisions.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean projects and activities, including, but not limited to law enforcement, that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the State or Political Subdivisions for previous expenses related to substance abuse mitigation or arising from covered conduct, subject to any limitations on uses imposed on specific Settlement Funds by any agreement entitling the State or Political Subdivision to those Settlement Funds. Moneys in the Municipalities Fight Addiction fund may also be used by State and Political Subdivisions for the payment of litigation costs, expenses or attorney fees related to opioid litigation, except that a Political Subdivision shall first seek payment from applicable outside settlement sources or settlement fee funds prior to utilizing moneys from the Municipalities Fight Addiction fund for such payments, expenses, or fees.
2. "Covered Conduct" shall mean any conduct covered by opioid litigation that resulted in payment of moneys into the Kansas Fights Addiction fund.
3. "Expanded Population" shall be the sum of the population of all Political Subdivisions in the State, notwithstanding that persons may be included within the population of more than one Political Subdivision.
4. "Maximizing Settlement" refers collectively to the J&J National Settlement, the Distributor National Settlement, the Purdue Bankruptcy Settlement, the Mallinckrodt Bankruptcy Settlement, Insys Bankruptcy Settlement, and any future settlements that utilize a bonus structure for litigating entity and/or population participation.
 - a. "J&J National Settlement" means a national settlement agreement with Johnson & Johnson and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, reporting, distribution, and/or dispensing of opioids.
 - b. "Distributor National Settlement" means a national settlement agreement with pharmaceutical distributors AmerisourceBergen, Cardinal Health, McKesson, and their related corporate entities concerning alleged misconduct in the marketing, promotion, reporting, distribution, and/or dispensing of opioids.
 - c. "Purdue Bankruptcy Settlement" means any national settlement with non-federal government entities, including States and their political subdivisions, in the Purdue Bankruptcy Plan as approved by the Court in *In re: Purdue Pharma, L.P.*, Case No. 19-23648, which is pending in the United States Bankruptcy Court for the Southern District of New York.
 - d. "Mallinckrodt Bankruptcy Settlement" means any national settlement with non-federal government entities, including State and their political subdivisions in the Mallinckrodt Bankruptcy Plan as approved by the Court in *In re: Mallinckrodt PLC*,

et al., Case No. 20-12522, which is pending in the United States Bankruptcy Court or the District of Delaware.

- e. "Insys Bankruptcy Settlement" means any national settlement with non-federal government entities, including States and their political subdivisions in the Insys Bankruptcy Plan as approved by the Court in *In re: Insys Therapeutics, Inc., et al.*, Case No. 19-11292, which is pending in the United States Bankruptcy Court for the District of Delaware.
5. "Maximizing Settlement Funds" refers collectively to the J&J National Settlement Funds, the Distributor National Settlement Funds, the Purdue Bankruptcy Settlement Funds, the Mallinckrodt Bankruptcy Settlement Funds, Insys Bankruptcy Settlement Funds, and any future settlements that utilize a bonus structure for litigating entity and/or population participation.
- a. "J&J Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the J&J National Settlement.
 - b. "Distributor National Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Distributor National Settlement.
 - c. "Purdue Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Purdue Bankruptcy Settlement.
 - d. "Mallinckrodt Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Mallinckrodt Bankruptcy Settlement.
 - e. "Insys Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Insys Bankruptcy Settlement.
6. "Parties" shall mean the State of Kansas, the League of Kansas Municipalities, and the Kansas Association of Counties.
7. "Pharmaceutical Supply Chain" shall mean the process and channel through which opioids or opioid products are manufactured, marketed, promoted, distributed, dispensed, or prescribed.
8. "Pharmaceutical Supply Chain Participants" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, reporting, distribution, dispensing of, or prescription of any opioid analgesic.
9. "Political Subdivision" shall mean any Kansas city or county.
- a. "Litigating City" or "Litigating County" shall mean a Political Subdivision that filed or became a party to opioid litigation in court prior to January 1, 2021, or received approval from the Attorney General to file or become a party to opioid

litigation and has filed or become a party to opioid litigation on or after January 1, 2021.

- b. "Nonlitigating City" or "Nonlitigating County" shall mean a Political Subdivision that has not filed or became a party to opioid litigation.
- 10. "Population" shall refer to the published Certified Kansas Population by County estimates produced by the Kansas Division of the Budget released on July 1, 2021.
 - 11. "Release and Assignment Agreement" shall mean an agreement between the Attorney General and a Litigating City or Litigating County, by which a Litigating City or Litigating County releases its legal claims arising from covered conduct to the Attorney General and assigns any future legal claims arising from covered conduct to the Attorney General, in substantially the same form of the agreement attached hereto as Exhibit A.
 - 12. "Standard Settlement" shall mean a negotiated pre-judgement resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions. Standard Settlement shall not include any Maximizing Settlement.
 - 13. "Standard Settlement Funds" shall mean base monetary amounts obtained through a settlement before any bonus structure for litigating entity and/or population participation. Standard Settlement Funds do not include any Maximizing Settlement Funds.
 - 14. "State" shall mean the State of Kansas acting through its Attorney General.
 - 15. "Settlement Funds" shall mean Standard Settlement Funds and Maximizing Settlement Funds.

B. Allocation of Standard Settlement Funds

- 1. All Standard Settlement Funds shall be divided with 25% going to the Municipalities Fight Addiction Fund and 75% going to the Kansas Fights Addiction Fund.
- 2. The 25% of Standard Settlement Funds going to the Municipalities Fight Addiction Fund shall be divided with 50% going to cities and 50% going to counties.
- 3. The city share of the Standard Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita by population of each city subject to the following:
 - a. Any Litigating City that enters a Release and Assignment Agreement prior to January 1, 2022, shall be entitled to Standard Settlement Funds. In the event a Litigating City does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage for said City shall be redistributed equally per capita to the remaining eligible cities.

- b. To be eligible for an allocation of Standard Settlement Funds, prior to January 1, 2022, nonlitigating cities must pass a resolution stating the city has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the city can utilize the Standard Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating City does not pass such resolution prior to January 1, 2022, the allocation percentage for said City shall be redistributed equitably to the remaining eligible cities.
 - c. In the event an eligible city merges, dissolves, or ceases to exist, the allocation percentage for said City shall be redistributed equitably to the remaining eligible cities.
- 4. The county share of the Standard Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita by population of each county subject to the following:
 - a. Any Litigating County that enters a Release and Assignment Agreement prior to January 1, 2022, shall be entitled to Standard Settlement Funds. In the event a Litigating County does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage for said County shall be redistributed equally per capita to the remaining eligible counties.
 - b. To be eligible for an allocation of Standard Settlement Funds, prior to January 1, 2022, nonlitigating counties must pass a resolution stating the county has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the county can utilize the Standard Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating County does not pass such resolution prior to January 1, 2022, the allocation percentage for said County shall be redistributed equitably to the remaining eligible counties.
 - c. In the event an eligible county merges, dissolves, or ceases to exist, the allocation percentage for said County shall be redistributed equitably to the remaining eligible counties.
- 5. The Political Subdivision share shall be paid directly to the Political Subdivision to be held in a segregated account to be used for Approved Purposes. Funds in this special revenue fund shall not be commingled with any other money or fund of the city or county. Although Political Subdivisions may make contracts with or grants to a nonprofit, charity, or other entity, Political Subdivisions may not assign to another entity their rights to receive payments from the Municipalities Fight Addiction Fund.

C. Allocation of Maximizing Settlement Funds

1. All Maximizing Settlement Funds shall be divided with 25% going to the Municipalities Fight Addiction Fund and 75% going to the Kansas Fights Addiction Fund.
2. The 25% of Maximizing Settlement Funds going to the Municipalities Fight Addiction Fund shall be divided with 50% allocated to cities and 50% allocated to counties.
3. The city and county shares of the Maximizing Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita **subject to** the following:
 - a. Any Litigating City or Litigating County that enters a Release and Assignment Agreement prior to January 1, 2022 shall be entitled Maximizing Settlement Funds. In the event a Litigating City or Litigating County does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage, if any, for said City or County shall be redistributed equally per capita, subject to section C.3.c. and C.3.d below, to the remaining eligible cities and counties.
 - b. To be eligible for an allocation of Maximizing Settlement Funds, prior to January 1, 2022, nonlitigating cities and counties must pass a resolution, consistent with paragraphs B.3.b. and B.4.b. above, stating the city or county has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the county can utilize the Maximizing Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating City or County does not pass such resolution prior to January 1, 2022, the allocation percentage for said City or County, if any, shall be redistributed equally per capita, subject to section C.3.c. and C.3.d below, to the remaining eligible cities and counties.
 - c. The allocation of Maximizing Settlement Funds to the cities shall be distributed:
 - i. to Litigating Cities that have entered a Release and Assignment Agreement according to each such Litigating City's population proportional to the total population of all cities in Kansas, multiplied by 1.25; and
 - ii. the balance, thereof, distributed to all eligible non-litigating cities, according to each such City's population proportional to the total population of all cities in Kansas.
 - d. The allocation of Maximizing Settlement Funds to the counties shall be distributed as follows:
 - i. 50% of the total allocation of Maximizing Settlement Funds to the counties shall be distributed to all counties, subject to the limitation of sections C.3.a. and C.3.b, in Kansas, according to each such county's population proportional to the total population of all counties in Kansas;

- ii. 50% of the total allocation of Maximizing Settlement Funds to the counties shall be distributed to the Litigating Counties that have entered a Release and Assignment Agreement and shall be dispersed per capita proportional to the total population of Litigating Counties;
 - iii. This 50% assumes that 100% of Litigating Counties are participating. If less than 100% of Litigating Counties participate, this 50% to the Litigating Counties is reduced by the corresponding reduction in the settlement.
 - 1. For example, in the Distributors' Settlement Incentive B, if only 95% of the Litigating Subdivisions participate, the incentive is lowered from 100% to 60%. In that instance, the Maximizing Settlement Funds to the Litigating Counties would be 30% ($50\% (.5) \times 60\% (.6)$).
 - iv. Nothing in paragraph C.3.d.ii., shall prohibit a Litigating County from being awarded a distribution pursuant to paragraph C.3.d.i.
- e. Maximizing Settlement Funds shall be distributed directly to the eligible Political Subdivisions, both cities and counties, by the Attorney General or in some other manner consistent with the provisions 2021 Kansas House Bill 2079.
- f. Maximizing Settlement Funds distributed to the eligible Political Subdivisions shall be held in a segregated account by the respective Political Subdivisions to be used for Approved Purposes. Funds in this special revenue fund shall not be commingled with any other money or fund of the Political Subdivision. Although Political Subdivisions may make contracts with or grants to a nonprofit, charity, or other entity, they may not assign to another entity their rights to receive Maximizing Settlement Funds.

D. Use of Settlement Funds

1. Regardless of allocation, all Settlement Funds shall be used in a manner consistent with the Approved Purposes. Prior to using any Settlement Funds as reimbursement for previous expenses related to substance abuse mitigation or arising from covered conduct, a Political Subdivision shall pass a resolution stating that its previous expenses related to substance abuse mitigation or arising from covered conduct are greater than or equal to the amount of funds that the Political subdivision seeks to use for reimbursement. Each Political Subdivision that receives any Settlement Funds shall request moneys, report on expenditures, and monitor the use of Settlement Funds consistent with the terms of this MOU, Kansas State Law, and with the terms of any Maximizing Settlement which provides funds to the Municipalities Fights Addiction Fund.
2. If a Political Subdivision spends any Settlement Funds on an expenditure inconsistent with the terms of this MOU, the political subdivision shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for Approved Purposes

through budget amendment or repayment.

3. Political Subdivisions may pool Settlement Funds with other Political Subdivisions to cooperatively expend pooled Settlement Funds for Approved Purposes or deposit their Settlement Funds in the Kansas Fights Addiction fund to be distributed by the Kansas Fights Addiction grant review board.
4. Litigating Cities and Litigating Counties may only use their own respective shares of Settlement Funds to reimburse the payment of litigation costs, expenses or attorney fees related to opioid litigation. In order for Litigating Cities and Litigating Counties to use Settlement Funds from the Municipalities Fight Addiction Fund to reimburse the payment of litigation costs, expenses or attorney fees related to opioid litigation, such Litigating City or Litigating County must first seek payment from applicable outside settlement sources or settlement fee funds, consistent with 2021 Kansas House Bill No. 2079.

E. Distribution of Settlement Funds

1. Prior to the initial distribution, and in no event later than March 1, 2022, the Parties shall negotiate a Settlement Funds Distribution Procedure. The Settlement Funds Distribution Procedure will operate as an extension of this agreement, and shall be interpreted as incorporated within this agreement in whole.
2. For 2022, Settlement Funds shall be distributed as soon as reasonably practicable, and, such funds shall be distributed no later than June 1, 2022.
3. For all years after 2022, Settlement Funds shall be distributed annually no later than April 1 of the respective year.
4. Expenses for the administration of the distribution of settlement funds, pursuant to the Settlement Funds Distribution Procedure, shall be shared proportionally among the Parties.

F. Enforcement

1. This MOU is enforceable only by the parties. Political Subdivisions shall not have direct enforcement rights under this MOU; *however*, Political Subdivisions shall have the right to bring disputes arising from the terms of this MOU to (i) the League of Kansas Municipalities for cities; (ii) the Kansas Association of Counties for counties, or (iii) to the Kansas Attorney General's Office for either cities or counties. Any party receiving a dispute from a Political Subdivision must comply with the terms of the dispute resolution terms of this MOU within 30 days of receipt of the dispute from the Political Subdivision.

2. If a Party has a dispute under the terms of this MOU, either on its behalf or on the behalf of a Political Subdivision, the Party shall notify the remaining Parties about the dispute. Within 45 days of notice of a dispute and at the earliest convenience of all involved, the Parties shall meet and confer to resolve the dispute. Any resolution to the dispute shall be agreed upon by unanimous agreement of the parties and reduced to writing. In the event that the dispute is raised by a Party on behalf of a Political Subdivision, the writing detailing the resolution shall be delivered to the Political Subdivision within 30 days of the date of the resolution.
3. In the event that the parties are unable to reach a unanimous resolution, the disputing party may seek enforcement of the terms of the MOU in the District Court of Shawnee County, Kansas.

G. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

H. Preservation of Records

Any Political Subdivision receiving Settlement Funds shall maintain for a period of at least three years, records of all Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that these funds are being or have been utilized in a manner consistent with this MOU.

J. Notice of Additional Settlements

The State of Kansas, through the Office of the Attorney General shall, in a timely manner, notify the parties to this agreement of the receipt of settlement funds and any new settlements subject to disbursement according to this agreement. Notice may be given in any manner reasonably calculated to inform the parties of the action having taken place.

K. Conflicts with other Agreements

The parties to this MOU acknowledge that the purpose and intent of this agreement is to combat the opioid crisis by creating a strategy tailored to Kansas in compliance with House Bill 2079. Therefore, by entering into this agreement, the parties agree and acknowledge that the distribution, expenditure, and oversight of opioid funds as discussed herein shall be governed by this MOU. This MOU, its exhibits, attachments, and amendments, if any, contains the entire agreement between the Parties. If any term contained in this MOU conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Kansas, the parties agree that the terms of this MOU shall control.

L. Counterparts

This MOU may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute the same MOU. This MOU may be executed via electronic signature and may be considered to have the same legal effect as if it were the original signed version.

M. Waiver

The failure by a party to strictly enforce this MOU shall not constitute a waiver by that party under this MOU.

N. Governing Law

This MOU shall be construed in accordance with the laws of the State of Kansas.

O. Severability

In the event any provision of this MOU is found to be invalid or unenforceable, that provision shall be stricken and the remainder of the MOU shall be applied as if the stricken provision were not part of the MOU.

Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.
11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit A — Agreement to Release and Assign Claims

BETWEEN:

[_____] (the “Assignor”), a municipality as defined by Kansas Statutes Annotated §12-105a, or other Political Subdivision, located within the State of Kansas, with its principal business office located at:

[_____]

AND:

Derek Schmidt, the duly elected Attorney General of the State of Kansas, with a principal business office located at:

The Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, KS 66612

FOR VALUE CONTEMPLATED, to gain access to money recovered by the State of Kansas for the abatement or remediation of substance abuse or addiction, made available by the Kansas Fights Addiction Act, 2021 Kansas House Bill No. 2079, consistent with **Kansas Opioids Memorandum of Understanding between the Kansas Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties**, and to permit as adopted by resolution passed by the Assignor on [_____] the Assignor hereby releases its legal claims, and transfers and assigns to the Assignee, his successors, assigns, deputies, assistants, and personal representatives, any and all claims, demands, and cause or causes of actions on any kind whatsoever which the undersigned has or may have against any opioid manufacturer, distributor, and/or pharmacy, or entity within the Pharmaceutical Supply Chain, arising from the following type of claim:

Any and all claims arising out of “covered conduct” and “opioid litigation” as defined by 2021 Kansas House Bill No. 2079, and any and all claims on file by Assignor in MDL Case No. 1:17-md-2804, if any.

And the undersigned may in the name of the State of Kansas and for the benefit of the State of Kansas as defined by state law, 2021 House Bill No. 2079, and consistent with Kansas Opioids Memorandum of Understanding between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties, prosecute, collect, settle, compromise and grant releases on said claim as in his sole discretions deems advisable.

Any failure of the Assignor to comply with any requirement of the Memorandum of Understanding, the Kansas Fights Addiction Act, any other provision of Kansas law, or any reporting, requesting, monitoring, or other provision of any opioid settlement agreement which produces money governed by the Kansas Fights Addiction Act, may result in the suspension, termination, or other cessation of future payments to the Assignor from any fund established in the Kansas Fights Addiction Act.

IN WITNESS THEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

Authorized Signature

Print Name and Title

ASSIGNEE

Authorized Signature

Derek Schmidt, Kansas Attorney General
Office of the Kansas Attorney General

Item Number: Reports of City Officials:- XI.-A.
Committee 12/20/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/14/2021
Submitted By: Chris Verbrugge
Committee/Department: Administration
Title: **COVID Report**
Item Type: Report

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?