

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
December 6, 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"> • 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. Admin. • Kelley Nielsen, City Clerk • John Morris, Police Chief • Donnie Scharff, Public Works Director |
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Admin	Finance	Safety	Public Works
Hill	Madigan	Faidley	Dickens
McCormack	Rebne	Kelly	Brauer

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

A. Swearing in of New Council Members

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 #987
- B. Council Minutes November 15, 2021
- C. Cereal Malt Beverage License Renewals
- D. Ordinance 1020 - Occupation License Regulations

III. Business From the Floor

A. Applications / Presentations

- 1. Presentation by Sunflower Development for the Rocks Site

IV. Mayor's Report

V. Workshop and Committee Reports

VI. Reports of City Liaisons

- A. Aquatic Center Advisory Committee

VII. Unfinished Business

- A. Extend Ad Hoc Historical Committee

VIII. New Business

- A. Approve Upgrade of Audio-Visual System for City Hall and the Community Center
- B. Reappointment of Judge, Prosecutor, City Engineer and City Attorney
- C. Approve 2022 CARS Agreement with Johnson County
- D. Approve Purchase of Peace Poles for Nall Park

IX. Ordinances and Resolutions:

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

X. Workshop Items:

XI. Reports of City Officials:

- A. COVID Report
- B. Discuss Masking Requirements

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 12/6/2021
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: **Modification of Agenda- -A.**
Committee **12/6/2021**
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Swearing in of New Council Members**
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?

Item Number: Consent Agenda- II.-A.
Committee 12/6/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #987**
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
□ Appropriations Ordinance #987

Type
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 2, 2021

Appropriation Ordinance - 12/6/2021 - #987

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 6th day of December, 2021.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

256,233.69

Appropriation Ordinance - 12/6/2021 - #987

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
A-1 Sewer & Septic Service	510	5428.510	oe Parkway Extension & Maintenance	308300	11/23/21	\$	700.00	72861	\$ 700.00
ADP, Inc.	101	5214.101	Other Contracted Services	592885116	12/01/21	\$	236.52	72880	\$ 236.52
Advance Auto Parts	115	5302.115	Motor Fuels & Lubricants	5128132131911	11/23/21	\$	44.04	72862	\$ 44.04
Advance Auto Parts	115	5302.115	Motor Fuels & Lubricants	5128132332014	12/01/21	\$	55.16	72881	\$ 55.16
Airgas USA, LLC	106	5318.106	Tools	9983956104	11/23/21	\$	22.36	72863	\$ 22.36
All Copy Products, Inc.	102	5214.102	Other Contracted Services	74496146	12/01/21	\$	322.50	72882	\$ 645.00
All Copy Products, Inc.	105	5214.105	Other Contracted Services	74496146	12/01/21	\$	322.50		
American Equipment Co.	106	5211.106	Maintenace & Repair Equipment	42293	11/17/21	\$	149.58	72842	\$ 149.58
American Fidelity Assurance	101	2052.101	Supplemental Inusrance Payable	D386874	12/01/21	\$	675.10	72883	\$ 675.10
Shawnee Mission Tree Service, Inc	106	5263.106	Tree Maintenance	69162	11/17/21	\$	3,643.24	72843	\$ 3,643.24
Shawnee Mission Tree Service, Inc	106	5263.106	Tree Maintenance	69172	11/23/21	\$	1,050.00	72864	\$ 1,050.00
Paul L. Benson	101	5216.101	Special Prosecutor Fees	11/11/2021	11/17/21	\$	300.00	72844	\$ 300.00
Sandra Billinger	300	5468.300	2020 Stormwater-57th and Roeland	11/23/21 Ck Req	12/01/21	\$	343.50	72884	\$ 343.50
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1067817	11/17/21	\$	100.00	72845	\$ 1,417.40
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1067829	11/17/21	\$	588.90		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1067831	11/17/21	\$	728.50		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1067908	11/23/21	\$	390.90	72865	\$ 390.90
Yolanda Bustamante	103	5209.103	Professional Services	MC0016	12/01/21	\$	825.00	72885	\$ 825.00
Capital One	101	5253.101	Public Relations	7511 11/19/21	12/01/21	\$	21.76	72886	\$ 21.76
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	0138201	11/23/21	\$	160.00	72866	\$ 160.00
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	138305	12/01/21	\$	46.00	72887	\$ 46.00
Occupational Health Centers of the	106	5207.106	Medical Expense & Drug Testing	1013561400	11/23/21	\$	140.50	72867	\$ 140.50
CZ- USA	109	5317.109	Special Law Enforcement Expenses	597573	12/01/21	\$	285.00	72888	\$ 285.00
Dash Medical Gloves	102	5307.102	Other Commodities	INV1249150	11/17/21	\$	200.90	72846	\$ 200.90
ETC Institute	101	5214.101	Other Contracted Services	29104	12/01/21	\$	868.75	72889	\$ 868.75
Everygy Energy Solutions, Inc.	101	5214.101	Other Contracted Services	SS2021113007	12/01/21	\$	996.80	72890	\$ 2,076.67
Everygy Energy Solutions, Inc.	220	5214.220	Other Contracted Services	SS2021113007	12/01/21	\$	456.87		
Everygy Energy Solutions, Inc.	290	5214.290	Other Contracted Services	SS2021113007	12/01/21	\$	623.00		
Everygy	106	5201.106	Electric	11/1/21 Multiple	11/17/21	\$	1,422.54	72847	\$ 1,422.54
Everygy	101	5201.101	Electric	11/19/21 Multi	12/01/21	\$	1,152.60	72891	\$ 2,144.19
Everygy	106	5201.106	Electric	11/19/21 Multi	12/01/21	\$	675.39		
Everygy	220	5201.220	Electric	11/19/21 Multi	12/01/21	\$	316.20		
Gather Media and Communication	101	5209.101	Professional Services	177	11/12/21	\$	1,490.00	32707	\$ 1,490.00
Green For Life Environmental	115	5235.115	Disposal Fees	AS0000917438	11/23/21	\$	280.00	72868	\$ 280.00
Frank Gilman	103	5214.103	Other Contracted Services	Recurring Check	12/01/21	\$	1,166.67	72877	\$ 1,166.67
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	INV0872187	11/17/21	\$	14.99	72848	\$ 14.99
Johnson County Treasurer	101	5257.101	Property Tax Payments	R550641 2021	12/01/21	\$	6,628.58	72892	\$ 6,628.58
Jorge Blanco Sculpture, Inc.	101	5217.101	Public Art	11/21/21	12/01/21	\$	2,880.00	72893	\$ 2,880.00
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	2834 11/22/21	12/01/21	\$	32.99	72894	\$ 32.99

Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	KC200938	12/01/21	\$	10,798.86	72895	\$	10,798.86
Kansas Gas Service	101	5289.101	Natural Gas	11/9/21 X2	11/17/21	\$	72.48	72849	\$	521.38
Kansas Gas Service	106	5289.106	Natural Gas	11/9/21 X2	11/17/21	\$	369.89			
Kansas Gas Service	220	5289.220	Natural Gas	2518 11/8/21	11/17/21	\$	79.01			
Libby Kreighbaum	101	4265.101	Business Occupational Licenses	12/1/21 Reim	12/01/21	\$	80.00	72896	\$	80.00
Kansas Heavy Construction, LLC	270	5430.270	Residential Street Reconstruction	11/30/21	12/01/21	\$	145,051.02	72897	\$	145,051.02
K&W Underground, Inc.	220	5442.220	Building Improvement	8766	11/17/21	\$	4,571.65	72850	\$	4,571.65
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	32100101000010	11/17/21	\$	2,600.40	72851	\$	27,239.09
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	32100109000001	11/17/21	\$	4,640.70			
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	32100110000001	11/17/21	\$	1,764.60			
Lamp, Rynearson & Assoc., Inc.	290	5214.290	Other Contracted Services	32000105000003	11/17/21	\$	833.76			
Lamp, Rynearson & Assoc., Inc.	106	5421.106	Street Maintenance	32100103000009	11/17/21	\$	96.00			
Lamp, Rynearson & Assoc., Inc.	510	5428.510	oe Parkway Extension & Maintenance	32100104000005	11/17/21	\$	1,552.00			
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	320001040000017	11/17/21	\$	4,427.00			
Lamp, Rynearson & Assoc., Inc.	270	5463.270	023 CARS - Elledge b/t Roe Ln & 47t	32100107000004	11/17/21	\$	8,123.54			
Lamp, Rynearson & Assoc., Inc.	300	5472.300	R Park Development Plan	32100105000005	11/17/21	\$	3,201.09			
Lamp, Rynearson & Assoc., Inc.	290	5425.290	Other Capital Outlay	320001030000015	11/23/21	\$	2,837.16	72869	\$	2,837.16
The Legal Record	101	5204.101	Legal Printing	L93777	11/17/21	\$	50.78	72852	\$	247.78
The Legal Record	101	5204.101	Legal Printing	L93778	11/17/21	\$	197.00			
The Legal Record	101	5204.101	Legal Printing	L93874	12/01/21	\$	16.01	72898	\$	171.40
The Legal Record	101	5204.101	Legal Printing	L94014	12/01/21	\$	155.39			
Lynda Leonard	101	5230.101	Art Commissioner	Recurring Check	12/01/21	\$	100.00	72878	\$	100.00
Lippert Mechanical Service Corp	101	5210.101	Maintenance & Repair Building	SI2084503	12/01/21	\$	1,358.06	72899	\$	1,358.06
Lowe's Business Acct./GEMB	220	5210.220	Maintenance & Repair Building	11/3/21	11/23/21	\$	37.84	72870	\$	55.24
Lowe's Business Acct./GEMB	106	5306.106	Materials	11/16/21	11/23/21	\$	17.40			
Mauer Law Firm PC	101	5215.101	City Attorney	11/24/21	12/01/21	\$	6,118.00	72900	\$	6,118.00
Mission Electronics, Inc.	550	5214.550	Other Contracted Services	49979	12/01/21	\$	150.00	72901	\$	300.00
Mission Electronics, Inc.	550	5214.550	Other Contracted Services	49980	12/01/21	\$	150.00			
Missouri Organic	115	5235.115	Disposal Fees	31042	11/17/21	\$	75.00	72853	\$	75.00
Missouri Organic	115	5235.115	Disposal Fees	31179	11/23/21	\$	75.00	72871	\$	1,050.00
Missouri Organic	115	5235.115	Disposal Fees	31193	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31291	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31304	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31327	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31349	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31367	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31375	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31394	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31422	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31457	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31474	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31497	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31520	11/23/21	\$	75.00			
Missouri Organic	115	5235.115	Disposal Fees	31550	12/01/21	\$	75.00	72902	\$	450.00

Missouri Organic	115	5235.115	Disposal Fees	31563	12/01/21	\$	75.00		
Missouri Organic	115	5235.115	Disposal Fees	31587	12/01/21	\$	75.00		
Missouri Organic	115	5235.115	Disposal Fees	31654	12/01/21	\$	75.00		
Missouri Organic	115	5235.115	Disposal Fees	31664	12/01/21	\$	75.00		
Missouri Organic	115	5235.115	Disposal Fees	31691	12/01/21	\$	75.00		
Moss Printing	106	5203.106	Printing & Advertising	15240	11/23/21	\$	6.00	72872	\$ 6.00
Murphy Tractor & Equipment Co. l	115	5302.115	Motor Fuels & Lubricants	1712810	11/23/21	\$	44.76	72873	\$ 44.76
Northeast Johnson Cty. Chamber o	101	5253.101	Public Relations	41184	11/17/21	\$	500.00	72854	\$ 1,000.00
Northeast Johnson Cty. Chamber o	101	5253.101	Public Relations	41192	11/17/21	\$	300.00		
Northeast Johnson Cty. Chamber o	101	5253.101	Public Relations	41193	11/17/21	\$	100.00		
Northeast Johnson Cty. Chamber o	101	5253.101	Public Relations	41195	11/17/21	\$	100.00		
Adam Peer	103	5209.103	Professional Services	11/23/21	12/01/21	\$	150.00	72903	\$ 150.00
Pitney Bowes Global FInancial Ser	101	5205.101	Postage & Mailing Permits	1019363639	11/17/21	\$	26.99	72855	\$ 26.99
Principal Life Insurance Co.	107	5130.107	City Paid Life/ST Disability	10001 11/16/21	12/01/21	\$	759.45	72904	\$ 759.45
Purchase Power	101	5205.101	Postage & Mailing Permits	7903 11/21/21	12/01/21	\$	251.29	72905	\$ 251.29
Wex Bank	104	5302.104	Motor Fuels & Lubricants	75802165	11/18/21	\$	85.94	32708	\$ 663.29
Wex Bank	106	5302.106	Motor Fuels & Lubricants	75802165	11/18/21	\$	577.35		
Michael Rebne	101	5256.101	Committee Funds	10/23/21 Walmart	12/01/21	\$	57.00	72906	\$ 57.00
Rejis Commission	102	5214.102	Other Contracted Services	473017	12/01/21	\$	229.69	72907	\$ 229.69
Staples	101	5301.101	Office Supplies	8064233389	11/23/21	\$	25.26	72874	\$ 25.26
Staples	101	5304.101	Janitorial Supplies	8064159123	11/17/21	\$	86.21	72856	\$ 86.21
Strasser True Value	106	5306.106	Materials	395305	11/23/21	\$	13.37	72875	\$ 13.37
Clint Stueve	300	5468.300	2020 Stormwater-57th and Roeland	11/23/21 Ck Req	12/01/21	\$	136.85	72908	\$ 136.85
Terminix Processing Center	106	5214.106	Other Contracted Services	414235315	12/01/21	\$	72.00	72909	\$ 72.00
Karen Torline	103	5214.103	Other Contracted Services	Recurring Check	12/01/21	\$	1,416.67	72879	\$ 1,416.67
Town & Country Building Services	101	5214.101	Other Contracted Services	27810	11/17/21	\$	145.00	72857	\$ 145.00
Water District No 1 of Johnson Co	101	5287.101	Water	11/22/21 Multi	12/01/21	\$	56.79	72910	\$ 347.24
Water District No 1 of Johnson Co	106	5287.106	Water	11/22/21 Multi	12/01/21	\$	217.14		
Water District No 1 of Johnson Co	220	5287.220	Water	11/22/21 Multi	12/01/21	\$	73.31		
Winter Illuminations Inc.	101	5237.101	Community Events	114432	11/23/21	\$	2,700.00	72876	\$ 2,700.00
KPERS	101	2040.101	KPERS Accrued Employee	11/11/21 PR	11/19/21	\$	2,298.49	EFT	\$ 2,298.49
KPERS	101	2040.101	KPERS Accrued Employee	11/11/21 PR	11/19/21	\$	3,282.48	EFT	\$ 3,282.48
KPERS	101	2050.101	Insurance Withholding Payable	11/11/21 PR	11/19/21	\$	171.45	EFT	\$ 171.45
KP&F	101	2045.101	KP&F Employee Withholding Payabl	11/11/21 PR	11/19/21	\$	2,143.12	EFT	\$ 2,143.12
KP&F	101	2045.101	KP&F Employee Withholding Payabl	11/11/21 PR	11/19/21	\$	6,833.92	EFT	\$ 6,833.92
KP&F	101	2050.101	Insurance Withholding Payable	11/11/21 PR	11/19/21	\$	70.18	EFT	\$ 70.18
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Recurring EFT	11/20/21	\$	1,921.00	EFT	\$ 1,921.00
							<u>\$256,233.69</u>		

Item Number: Consent Agenda- II.-B.
Committee 12/6/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Council Minutes November 15, 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	Type
□ Council Minutes November 15, 2021	Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, November 15, 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. Mayor Kelly conducted the meeting virtually. CMBR McCormack joined the meeting virtually shortly after roll call and all other Councilmembers were present. Staff members present were City Administrator Moody, Assistant City Administrator Winn, City Attorney Felzien, Public Works Director Scharff, Police Chief Morris, City Clerk Nielsen, Parks and Rec Superintendent Nichols, and Management Intern Verbrugge.

Modification of Agenda

There were no modifications to the agenda.

I. Citizen Comments

Erica Payne (5142 Rosewood) Ms. Payne spoke of her desire to cut down the trees in her yard noting that tree roots were damaging her foundation and expressed concerns of a waterline break. She also said that she is tired of leaves. She felt the 100-person study regarding a tree ordinance was not sufficient and would like to see the matter on the ballot. She would like to have a garden and is angry about the possibility of not being able to remove her trees.

II. Consent Agenda

- A. Appropriations Ordinance #986**
- B. Council Minutes November 1, 2021**

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

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

A. Applications/Presentations

1. 2022 United Community Services Presentation on Human Services Fund

Christina Guidry, Director of Resource Allocation for United Community Services of Johnson County, provided a slide presentation on the Human Services Fund. The fund is comprised of general tax dollars from 15 participating cities. Awards are made to nonprofits who provide vital health and human services program for low-income residents. Ms. Guidry reviewed the over \$6 million that has been spent since 1990. United Community Services asked Roeland Park for an increase in 2022 and they responded with \$6,000 in annual contributions. She also reviewed the list of organizations requesting funds and the different services that they will be giving grants for.

CMBR Faidley that Shawnee's food pantry was the only one on the list. Ms. Guidry said that Catholic Charities is their largest donor and provides a significant amount of food assistance. The Salvation Army and Hillcrest also provide food assistance. Harvesters is usually a big recipient, but they declined this year because they had a lot of federal support given to them. They will be back to make a request in 2023.

Mayor Kelly thanked Ms. Guidry for the important work she does through United Community Services. He said they are glad to have them in the community and for the City to be able to help support their work.

(CMBR McCormack joined the meeting virtually)

IV. Mayor's Report

Mayor Kelly reminded everyone of the upcoming Holiday Kindness Project and that they were able to provide support to nearly 200 community members. He said that flyers and further information are available at City Hall. This project also fosters good community relations with the Police Department. The event will be promoted through social media channels, and he invites City Council members and staff to also participate.

V. Reports of City Liaisons and Committees

A. Racial Equity Committee

Haile Sims, Chairman of the Racial Equity Committee, provided an update on what they have been doing. First, he thanked the Council for recognizing Indigenous Peoples' Day and Juneteenth. The committee is currently working on the following three items.

- Forming a mission statement as a guide for them as the committee moves forward.
- Offering to be a resource for the Council and provide feedback and assessment for policies and decisions the Council is considering from a racial equity perspective.
- Leading a book club or watch party by members of the committee while encouraging the community to read a book together.

Mr. Sims asked for help from the City to advertise on social media. He said that education was the biggest thing on the survey that the community wanted from them.

Mayor Kelly thanked Mr. Sims for his report, and he appreciates the recognition of being mutually supportive and working together.

B. Ad-Hoc Development

City Administrator Moody said there was no quorum, and the Development committee did not meet. He did provide an update on the Sunflower Development. They have been through a variety of site plans and adding details to be able to get to a point where they can get cost estimates. He anticipates having a presentation of a proposal for the Governing Body at their first or second meeting in December.

VI. Unfinished Business

A. COVID Report

City Intern Chris Verbrugge said the biggest update is that the CDC has endorsed vaccines for children, ages 5-11. They have already begun receiving the Pfizer vaccine provided by Johnson County. Included in his report is the status on mask orders, noting that Johnson County transmissibility has been upgraded from substantial to high.

B. Continued Discussion Resolution 692 - Masking Requirement

Mayor Kelly said the masking mandate is set to lapse at midnight. He has looked at the 14-day trending and is still seeing a decline on a metro-wide scale. Mayor Kelly said he is proud of Roeland Park as they have residents who care and wear a mask wherever they go, and it does provide an additional level of protection. He noted the resolution was a tool for their business community. He said the Police Department will honor, whether the resolution is in place or not, if a business chooses to require masking or impose any other public health requirements, and a customer refuses, then the Police Department has the right to remove the person as a trespasser. He said they have gained knowledge of the tools that are available within the City of Roeland Park, and they should be ready with an ordinance or otherwise when compelling needs arise. Mayor Kelly said he appreciates everyone's thoughtfulness, consideration, and patience as they have worked through this.

CMBR Hill made a motion to continue the mask resolution through December 31st. CMBR Rebne seconded that motion.

CMBR Madigan said it is time to let it rest and they should not continue it. He added that people that are going to wear a mask will continue to do so. He said the resolution has outlived its purpose.

CMBR Faidley said the resolution was in coordination with businesses. She asked if they allow it to lapse and a business wants to continue to require masks and they have an issue with someone, would the City still help enforce the requirements of that business. Mayor Kelly said yes, they would. City Attorney Felzien said it would be considered a trespass at that point and the person was not abiding by the regulations of the City.

CMBR Kelly asked how many cities still have a mask resolution. Intern Verbrugge said that Roeland Park is the only one. Kansas City, Kansas is expected to drop their requirement. They are still required in KCMO schools, and the federal government requires them on public transportation and in their buildings.

CMBR Kelly said it is time to let it lapse. They are getting to the point where they need to let people make their own decisions.

CMBR Rebne said he has heard feedback from residents, some of whom are ready to see it lapse. He does think about those most at risk to COVID including young kids who can't be vaccinated and said it is worth supporting until the end of the year.

CMBR Faidley said she has struggled, and her gut says this is not the right time to let up on masks. She said a lot can be said by leading by example and she understands it is difficult if none of the other cities are enforcing it. She said if they do not use mitigation practices then there is no way to get on top of the virus. She did say that if they let the resolution lapse and they need to revisit the issue, then she would like to see an ordinance based on home rule as a next step.

Mayor Kelly said they should have the strength of an ordinance in future, if needed.

CMBR Kelly stated that he is in favor of wearing a mask and believes people should wear them, but that it is really not enforceable and he can't see the purpose behind the resolution. If they're going to do something, then it needs to be something with teeth and be enforceable.

After the vote, Resolution 692 would expire at midnight.

MOTION: CMBR HILL MOVED AND CMBR REBNE SECONDED TO CONTINUE THE RESOLUTION 692 TO DECEMBER 31, 2021. (THE MOTION FAILED 4-5 WITH CMBRS FAIDLEY, MADIGAN, DICKENS, KELLY, AND MAYOR KELLY VOTING NO.)

VII. New Business

A. Approve Arborist agreement with the City of Mission Hills

City Administrator Moody said there have been no changes to the agreement since it was presented at the last Workshop. It would recover the cost and overhead of the person providing services and would be for consultation on public trees only.

MOTION: CMBR MADIGAN MOVED AND CMBR FAIDLEY SECONDED TO APPROVE THE ARBORIST AGREEMENT WITH THE CITY OF MISSION HILLS. (MOTION CARRIED 8-0)

B. Approve Purchase of Jorge Blanco Bench Near Mural on 48th Street

Marek Gliniecki, Co-chair of the Arts Committee, said they were looking for a bench where people can stop and enjoy the new mural. It would be positioned to provide an enhanced view. The bench they have chosen is a work of art in its own right designed by Jorge Blanco who made the "See Red Run" sculpture for R Park. The bench was presented to the Parks Committee and they also liked it. There were a couple caveats to the bench, such as making sure there are no sharp edges and there would be some infill on the back for safety reasons. The committee also spoke with Public Works to make sure it was placed so that it would not interfere with their maintenance of the area.

CMBR Faidley asked if it was designed to be placed across the street for viewing. She asked that there be a concrete base to anchor the base for security and also to make mowing easier for Public Works so as not to create a muddy spot.

CMBR Dickens asked about the cost of a concrete base and park benches. Public Works Director Scharff said most simple concrete pads done in-house are a couple hundred dollars max. The benches for R Park were unique and were about \$2,800 apiece.

CMBR Rebne said the bench is stunning and he can see the symmetry with R Park but asked if it were comfortable and if it is metal it would heat up. Mr. Gliniecki said it is designed as a garden bench and is being upgraded for public use. It will be powder coated aluminum and would not be placed in a sunny spot but by a tree and positioned for relief.

CMBR Kelly asked about the dimensions of the bench and expressed safety concerns and tripping hazards with the bolts in the footings. Mary Schulteis, Co-Chair of the Arts Committee said the bench is 89x72x22. She also said Mr. Blanco is happy to modify the bench for rounded corners and adding more branches to the back. The Parks Committee expressed concerns about skateboarding, and they will make sure the bench is set far enough back to protect it.

CMBR Madigan said people should use common sense not to sit on a hot metal bench.

CMBR Kelly asked about the 1 percent for art used for the staircase, mural, and staircase addition. Mayor Kelly said there was \$36,000 from the Special Infrastructure Fund to maintain the art. Currently there is \$12,000 remaining for the calendar year. If those funds are unused, they return to the General Fund.

Mayor Kelly asked if there was a budget for the Aldi staircase. City Administrator Moody said they have the construction costs, but they do not know how much the art or the treatment will be. Mayor Kelly said he wants to make sure they do not lose any funding for that project and would like to see them utilize the available \$12,000 for the bench. He said he likes the Jorge Blanco connection with "See Red Run."

MOTION: CMBR KELLY MOVED AND CMBR MADIGAN SECONDED TO AMEND THE MOTION AND APPROVE USING FUNDS FROM THE PUBLIC ART ACCOUNT, OPTION 2. (MOTION CARRIED 8-0)

MOTION: CMBR FAIDLEY MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE PURCHASE OF THE JORGE BLANCO BENCH NEAR THE MURAL ON 48th STREET, OPTION 1, USING FUNDS FROM THE PUBLIC ART ACCOUNT IN THE GENERAL FUND AS AMENDED TO OPTION 2. (MOTION CARRIED 8-0.)

C. Amend COVID Temporary Leave Policy

Mayor Kelly thanked the staff who worked through 2020 and weren't able to take vacations.

MOTION: CMBR MADIGAN MOVED AND CMBR DICKENS SECONDED TO APPROVE THE TEMPORARY PERSONNEL LEAVE POLICY AS RELATED TO COVID. (MOTION CARRIED 8-0.)

VIII. Ordinances and Resolutions

A. Ordinance 1019 - Food Truck Regulations

MOTION: CMBR DICKENS MOVED AND CMBR FAIDLEY SECONDED TO APPROVE ORDINANCE 1019 - FOOD TRUCK REGULATIONS. (MOTION CARRIED 8-0)

IX. Reports of City Officials

A. Roe 2020 Update

Public Works Director Scharff said Roe Boulevard is nearly complete. Tree replacements, landscaping, and sodding started today and will be wrapping up soon. All 20,000+ flower bulbs have been planted.

B. Public Works

Public Works Director Scharff reported that the leaf program is going well, they are on track and the truck is up to par with no mechanical issues.

CMBR Rebne asked for confirmation that they would be picking up the east side along Mission tomorrow. Public Works Director Scharff said they would.

CMBR Hill asked why the truck is on the street and leaves before everything is picked up. Public Works Director Scharff said it is more than likely they need to empty the truck and then they come back.

CMBR Faidley update on staffing for Public Works. Mr. Scharff said they are down one employee and have a new one starting Monday.

Adjourn:

Mayor Kelly thanked CMBR Kelly and CMBR McCormack for their service and dedication to the City.

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

(Roeland Park City Council Meeting Adjourned at 7:06 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Consent Agenda- II.-C.
Committee 12/6/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/1/2021
Submitted By: Kelley Nielsen
Committee/Department: Admin.
Title: **Cereal Malt Beverage License Renewals**
Item Type: Other

Recommendation:

To approve Cereal Malt Beverage renewals for Aldi, Minit Mart, Price Chopper, Quik Trip, St. Agnes, Walgreens and Walmart.

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
 Cereal Malt Beverage License Renewals	Cover Memo

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

Fee: \$75.00

No.

DEALER'S RETAIL LICENSE

From: 01/01/2022

To: 12/31/2022

To All Whom it May Concern:

License is hereby granted to Aldi to sell at retail

CEREAL MALT BEVERAGES

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

4801 ROE Boulevard

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

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

This License will expire on 12/31/2022, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, on this date: 12/06/2021

Mayor

City Clerk

Fee: \$75.00

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

No.

DEALER'S RETAIL LICENSE

From: 01/01/2022

To: 12/31/2022

To All Whom it May Concern:

*License is hereby granted to **Minit Mart** to sell at retail*

CEREAL MALT BEVERAGES

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

4815 ROE Boulevard

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

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

This License will expire on 12/31/2022, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, on this date: 12/06/2021

Mayor

City Clerk

Fee: \$75.00

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

No.

DEALER'S RETAIL LICENSE

From: 01/01/2022

To: 12/31/2022

To All Whom it May Concern:

*License is hereby granted to **Price Chopper** to sell at retail*

CEREAL MALT BEVERAGES

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

4950 ROE Boulevard B

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

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

This License will expire on 12/31/2022, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, on this date: 12/06/2021

Mayor

City Clerk

Fee: \$75.00

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

No.

DEALER'S RETAIL LICENSE

From: 01/01/2022

To: 12/31/2022

To All Whom it May Concern:

License is hereby granted to QuikTrip to sell at retail

CEREAL MALT BEVERAGES

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

5055 ROE Boulevard

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

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

This License will expire on 12/31/2022, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, on this date: 12/06/2021

Mayor

City Clerk

Fee: \$75.00

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

No.

DEALER'S RETAIL LICENSE

From: 01/01/2022

To: 12/31/2022

To All Whom it May Concern:

License is hereby granted to St. Agnes Catholic Parish to sell at retail

CEREAL MALT BEVERAGES

For sale in original and unopened containers and for consumption on premises

5250 and 5130 MISSION Road

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

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

This License will expire on 12/31/2022, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, on this date: 12/06/2021

Mayor

City Clerk

Fee: \$75.00

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

No.

DEALER'S RETAIL LICENSE

From: 01/01/2022

To: 12/31/2022

To All Whom it May Concern:

License is hereby granted to Walgreens to sell at retail

CEREAL MALT BEVERAGES

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

4951 ROE Boulevard

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

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

This License will expire on 12/31/2022, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, on this date: 12/06/2021

Mayor

City Clerk

Fee: \$75.00

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

No.

DEALER'S RETAIL LICENSE

From: 01/01/2022

To: 12/31/2022

To All Whom it May Concern:

License is hereby granted to **Walmart** to sell at retail

CEREAL MALT BEVERAGES

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

5150 ROE Boulevard

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

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

This License will expire on 12/31/2022, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, on this date: 12/06/2021

Mayor

City Clerk

Item Number: Consent Agenda- II.-D.
Committee 12/6/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 11/11/2021
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Ordinance 1020 - Occupation License Regulations**
Item Type: Ordinance

Recommendation:

The City Attorney recommends incorporating a procedure for revoking an occupation license into the City Code.

Details:

The City Attorney discovered that currently no method for revoking an occupation (business) license exists. In the event that a business is operating in violation of a city regulations the city can issue a citation (a ticket), however there is currently no method for revoking the occupation license. The attached ordinance establishes the method and criteria for revoking an occupation license. The process engages the Municipal Judge who has reviewed the policy and those edits have been incorporated into the sample ordinance. There may be situations where a city would want to prohibit a business from operating in violation of city regulations (safety concerns), this language provides that option.

Financial Impact

Amount of Request: N/A	
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 1020- Occupation License Revocation Procedure	Cover Memo

ORDINANCE NO. 1020

AN ORDINANCE ESTABLISHING SECTION 5-115 OF CHAPTER V, ARTICLE 1 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.

WHEREAS, the City of Roeland Park, Kansas wishes to hold its businesses accountable for any violation of law; and

WHEREAS, there is currently no mechanism in the Roeland Park City Code for the suspension or revocation of an occupation license for failure to comply with local, State and Federal laws.

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

Section 1. Section 5-115 “Suspension or Revocation of Occupation License(s)” is hereby established to read as follows:

“Sec. 5-115 Suspension or Revocation of Occupation License(s).

A. Any person, firm, or corporation which conducts, pursues, carries on, or operates, within the City limits, any trade, profession, or occupation for which a certificate for the payment of the occupation fee is required by this Chapter may have its occupation license suspended or revoked for:

1. Failure to comply with, or any violation of, any provision of this Chapter;
2. Failure to comply with, or any violation of, the City’s Resolutions and Ordinances;
3. Failure to comply with, or any violation of, State and Federal laws and regulations;
4. Fraud, misrepresentation or false statement made in the course of carrying on business within the City;
5. Conducting of business in an unlawful manner so as to constitute a breach of the peace, a menace to health, safety or general welfare of the public.

B. Any failure to comply with or any violation of the above authorities may be cause for suspension or revocation of the license(s) granted under this Article. The administrative authority shall have the sole discretion in determining if a suspension or revocation of a business license is warranted.

C. The City shall provide notice to the offending party(ies) via U.S. Registered Mail to immediately cease all illegal or unsafe business practices. The offending party(ies) shall abate the illegal or unsafe business practices within seven (7) days of the date of the notice. Failure to abate the illegal or unsafe business practices within the seven (7) days provided herein may result in the suspension or revocation of the business license(s) of the offending party(ies).

D. Any person, firm, or corporation that has had its occupation license(s) suspended or revoked may appeal to the Municipal Court for a hearing on the suspension or revocation. Said appeal must be made in writing, filed with the City Clerk no later than fourteen (14) days after the

decision of the administrative authority. The decision of the Municipal Court at the hearing shall be final.

E. If an appeal is requested, the City shall draft a notice of the hearing setting forth specifically the grounds of the complaint and the time and place of the hearing. Said notice shall be mailed to the licensee or applicant at least five (5) days prior to the date set for hearing.

F. Any failure to comply with or any violation of any provision of this Article shall be punishable, upon conviction thereof, by a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each such offense. Each day such failure or non-compliance shall continue shall constitute a separate offense, to the extent permitted by Kansas law.

G. In the event any person, firm, or corporation continues to operate after suspension or revocation of the occupation license occurs, the City Administrator or any other official authorized to enforce City ordinances may seek injunctive relief from the District Court or the Municipal Court to restrain, correct, abate or prevent such continued operation. In the event of the issuance of any injunction or order by the District Court to prevent continued operation of the business, costs of such enforcement proceedings may be taxed against the offending party. The remedies provided in this Chapter shall be in addition to all other costs and penalties available at law.”

SECTION 2. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this ____ day of _____. APPROVED by the Mayor.

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM

Steven E. Mauer, City Attorney

Item Number: Applications/Presentations- A.-1.
Committee 12/6/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/2/2021
Submitted By: Staff
Committee/Department: Admin.
Title: **Presentation by Sunflower Development for the Rocks Site**
Item Type: Presentation

Recommendation:

<https://roelandpark.net/DocumentCenter/View/4427/Sunflower-Development-Group-LLC--Resume-Booklet-Roeland-Park-PDF?bidId=>

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: Reports of City Liaisons- VI.-A.
Committee 12/6/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/1/2021
Submitted By: Staff
Committee/Department: Aquatic Center Advisory Committee
Title: **Aquatic Center Advisory Committee**
Item Type: Other

Recommendation:

Informational only. Michael Calovich 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 12/6/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/2/2021
Submitted By: Staff
Committee/Department: Ad-Hoc Historical Committee
Title: **Extend Ad Hoc Historical Committee**
Item Type: Other

Recommendation:

To approve extending the Ad-Hoc Historical Committee.

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: New Business- VIII.-A.
Committee 12/6/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 11/22/2021
Submitted By: Erin Winn
Committee/Department: Administration
Title: **Approve Upgrade of Audio-Visual System for City Hall and the Community Center**
Item Type: Other

Recommendation:

To approve purchase of audiovisual system upgrades for the Council Chambers and Community Center from Mission Electronics from the ARPA funds.

Details:

The Governing Body directed staff to seek proposals to upgrade the audiovisual capacity of both the Council Chambers and the Community Center in light of an increased need for hybrid meeting format and digital participation.

This purchase can be funded with ARPA money, as it is a response to the shifting nature of meetings and public engagement as a result of the COVID-19 pandemic. We currently have approximately \$500k in the ARPA fund, and will receive another \$500k in 2022.

Staff posted a RFP for an audio/visual system which sought to update both the Multi-Purpose Room in the Community Center and the Council Chambers. We requested that the new system integrate existing equipment where possible and install new cameras and additional equipment to complete the upgrade. Specifically for the Council Chamber, staff asked vendors to address amplification in the Council Chamber, large conference room and Court Room, integrate an Assisted Listening Device, enhance the audio-visual experience for virtual attendees and install a central control panel.

Staff secured three proposals from experienced and qualified local AV firms. Each firm met with staff to review system capability goals of the project as well as to inspect the existing equipment to provide a detailed proposal. The three vendors and their proposal fee are listed below:

1. Mission Electronics: full upgrade of both Council Chamber and Community Center for a total of

\$32,525.

2. AV Solutions: full upgrade of both Council Chamber and Community Center for a total of \$49,527

3. KC AV: full upgrade of of both Council Chamber and Community Center for a total of \$44,067

Staff recommends moving forward with Mission Electronics. Their proposal is significantly cheaper than the other vendors, and since they are the holder of a state contract, staff is confident in the professionalism and quality of the service.

Staff will finalize the purchase immediately after Council approval. Mission Electronics estimates installation could take between 60-90 days, however this is all subject to equipment availability (key pieces of equipment are currently on back order).

Financial Impact

Amount of Request: \$32,525	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description: 5214.550	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ AV Solutions Community Center	Cover Memo
☐ AV Solutions Council Chamber	Cover Memo
☐ KCAV Community Center	Cover Memo
☐ KCAV Council Chamber	Cover Memo
☐ Mission Electronics Community Center	Cover Memo
☐ Mission Electronics Council Chamber	Cover Memo
☐ Council Chamber RFP	Cover Memo
☐ Community Center RFP	Cover Memo



Proposal To:
City of Roeland Park

For:
Roeland Park Community Center Multi-Purpose Room AV Upgrade

November 11, 2021

Prepared By:
Dustin Vavak

MULTI-PURPOSE ROOM

AUDIO SYSTEM

IMAGE	QTY	DESCRIPTION
	1	QSC CORE 110f Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.
	1	QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.
	1	QSC TSC-80W-G2-BK Q-SYS 8.0" PoE Touch Screen Controller for In-Wall Mounting. Includes 1 LAN Port and Aux Power input. Color - Black only
	1	d&b audiotechnik Z2760.500 10D Amplifier US / CA / KR
	2	d&b audiotechnik Z1720.901 16C Column loudspeaker SC
	2	d&b audiotechnik Z5442.901 Wall mount column SC
	0.3	SmartWire 12-02P-BLK 12-02 UNS STR CL3P Blk Jkt BR
	1	Biamp Systems Modena Hub Wireless presentation hub
	1	Binary B-USB3-HUB7P Binary 7 Port USB 3.0 Powered Hub
	1	Logitech 960-001184 PTZ PRO2 Premium USB-enabled HD PTZ video camera for conference rooms, training environments and large events.
	1	Extron Electronics 60-1271-12 DTP HDMI 4K 230 Tx HDMI Twisted Pair Transmitter - 230 feet (70 m)
	1	Extron Electronics 60-1271-13 DTP HDMI 4K 230 Rx HDMI Twisted Pair Receiver - 230 feet (70 m)
	1	Atlona AT-HDVS-150-TX-WP HDMI plus VGA Switcher w/ HDBaseT Output, POE, US 2 Gang Wall Plate

IMAGE	QTY	DESCRIPTION
	1	Atlona AT-HDVS-150-RX (Rx Only) HDBaseT Scaler with HDMI and Analog Audio Outputs
	0.5	SmartWire CAT5-BLK 24-4P UNS SOL CMR C5E Blk Jkt
	1	Extron Electronics 60-1483-01 SW2 HD 4K



ACCEPTANCE

ACCEPTANCE

PAYMENT SCHEDULE

50% Deposit due upon acceptance of proposal.
40% Progress upon completion or monthly progress billing.
10% Final payment upon commissioning of system to owner.

EQUIPMENT TOTAL	\$15,195.56
SHIPPING TOTAL	\$0.00
LABOR TOTAL	\$4,357.50
FREIGHT	\$611.55
SUBTOTAL	\$20,164.61
TOTAL TAX (TAX EXEMPT)	\$0.00
PROJECT TOTAL	\$20,164.61

TERMS

ELECTRICAL: Unless specified, any electrical power installation and requirements for the proposed system are not included in this contract and must be provided by a licensed Electrical Contractor. City of Roeland Park can provide a licensed electrical contractor or Harvest AV Solutions can provide that service through our sub-contract network for an additional cost.

WARRANTY: Harvest AV Solutions will warranty the proposed system in its entirety for one (1) year from completion. Harvest AV Solutions will warranty the workmanship of the proposed system for a period of five (5) years from the date of completion. Additional warranties or service maintenance agreements can be purchased and implemented at the client's request. **Any existing equipment reutilized for the proposed system will not be warrantied.**

I accept this proposal and hereby authorize Harvest AV Solutions to proceed with the installation of the included systems at the facilities of City of Roeland Park constructing at 4600 W 51st St. Roeland Park, KS 66216 as described in the totality of this document. I further authorize Harvest AV Solutions to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to Harvest AV Solutions. Project cost and pricing are dependent upon a continual flow of work without interruption. If delays are imposed by City of Roeland Park or their staff, construction, other building trades or any other party, additional costs may be incurred by City of Roeland Park from Harvest AV Solutions. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City of Roeland Park and Harvest AV Solutions. This proposal is valid only if accepted in writing by City of Roeland Park and deposit payment received. This proposal is valid for 30 days.



ACCEPTANCE

CITY OF ROELAND PARK

SIGNED _____

DATE _____

PRINT NAME _____

TITLE _____

HARVEST AV SOLUTIONS

SIGNED _____

DATE _____

PRINT NAME _____

TITLE _____



Proposal To:
City of Roeland Park

For:
Roeland Park City Council Chamber AV Systems Upgrade

November 12, 2021

Prepared By:
Dustin Vavak

COUNCIL CHAMBERS

AV SYSTEM

IMAGE	QTY	DESCRIPTION
	1	Shure QLXD24/SM58-G50 SM58® Vocal System
	1	QSC CORE 110f Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.
	1	QSC SLQUD-110-P Q-SYS Core 110 UCI Deployment Software License, Perpetual.
	3	QSC PTZ-20x60 Q-SYS PoE camera for AV-to-USB Bridging 20x Optical Zoom 60° horizontal field of view. For medium to large conference rooms. Includes Lan, 3G-SDI and HDMI; includes a PTZ-WMB1 (Wall Mount Bracket).
	1	QSC TSC-80TW-G2-BK 8.0" Touch Panel with Table Top mounting accessory included.
	1	QSC NS-1124P 24-port network switch preconfigured for Q-SYS Audio, Video and Control with 12x PoE+ ports. With advanced QoS and IGMP to also support AES67 and Dante in same VLAN.
	1	QSC ISA800Ti 2 channels, 450 watts/ch at 8Ω, 650 watts/ch at 4Ω, 1200 watts/ch at 2Ω, 800 watts/ch at 70V.
	1	Extron Electronics 60-1607-01 DA2 HD 4K PLUS Two Output 4K/60 HDMI Distribution Amplifier
	2	Extron Electronics 60-1271-12 DTP HDMI 4K 230 Tx HDMI Twisted Pair Transmitter - 230 feet (70 m)
	2	Extron Electronics 60-1271-13 DTP HDMI 4K 230 Rx HDMI Twisted Pair Receiver - 230 feet (70 m)
	1	Middle Atlantic PDS-615R 6OUT SEQUENCED 1X15A POWE
	1	Middle Atlantic UD2 2SP UTIL.DRAWER,BLK
	1	Middle Atlantic U2 2SP RACKSHELF 14.75DP
	0.5	SmartWire CAT5-BLK 24-4P UNS SOL CMR C5E Blk Jkt



ACCEPTANCE

ACCEPTANCE

PAYMENT SCHEDULE

50% Deposit due upon acceptance of proposal.
40% Progress upon completion or monthly progress billing.
10% Final payment upon commissioning of system to owner.

EQUIPMENT TOTAL	\$21,979.34
SHIPPING TOTAL	\$0.00
LABOR TOTAL	\$6,495.00
FREIGHT	\$887.74
SUBTOTAL	\$29,362.08
TOTAL TAX (TAX EXEMPT)	\$0.00
PROJECT TOTAL	\$29,362.08

TERMS

ELECTRICAL: Unless specified, any electrical power installation and requirements for the proposed system are not included in this contract and must be provided by a licensed Electrical Contractor. City of Roeland Park can provide a licensed electrical contractor or Harvest AV Solutions can provide that service through our sub-contract network for an additional cost.

WARRANTY: Harvest AV Solutions will warranty the proposed system in its entirety for one (1) year from completion. Harvest AV Solutions will warranty the workmanship of the proposed system for a period of five (5) years from the date of completion. Additional warranties or service maintenance agreements can be purchased and implemented at the client's request. **Any existing equipment reutilized for the proposed system will not be warrantied.**

I accept this proposal and hereby authorize Harvest AV Solutions to proceed with the installation of the included systems at the facilities of City of Roeland Park constructing at 4600 W 51st St. Roeland Park, KS 66216 as described in the totality of this document. I further authorize Harvest AV Solutions to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to Harvest AV Solutions. Project cost and pricing are dependent upon a continual flow of work without interruption. If delays are imposed by City of Roeland Park or their staff, construction, other building trades or any other party, additional costs may be incurred by City of Roeland Park from Harvest AV Solutions. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City of Roeland Park and Harvest AV Solutions. This proposal is valid only if accepted in writing by City of Roeland Park and deposit payment received. This proposal is valid for 30 days.



ACCEPTANCE

CITY OF ROELAND PARK

SIGNED _____

DATE _____

PRINT NAME _____

TITLE _____

HARVEST AV SOLUTIONS

SIGNED _____

DATE _____

PRINT NAME _____

TITLE _____



Kansas City Audio-Visual
REMIT TO: PO Box 24570
SHIP TO: 7535 Troost Ave.
Kansas City, MO 64131-0570
(800) 798-5228 | www.kcav.com

QUOTE
No. 20955

BILL TO:

City of Roeland Park - KS
4600 West 51st St
Roeland Park, KS 66205

CONTACT: David Mootz

dmootz@roelandpark.org, (913)826-3133

DATE: September 28, 2021

EXPIRES: October 31, 2021

JOB LOCATION:

City of Roeland Park - KS
4600 West 51st St
Roeland Park, KS 66205

CONTACT: David Mootz

dmootz@roelandpark.org, 9137427007

SALES REP: Bobby Cardwell

bcardwell@kcav.com, (800)798-5228 EXT 125

TITLE:

City of Roeland Park - Event Space Virtual Conferencing Add On - 9.28.2021

SCOPE OF WORK:

I. SUMMARY: The City of Roeland Park is looking at updating their Meeting Event Space from a traditional sound system to allow for a USB plug in, and host a virtual meeting/event. This will be done by taking out existing mixer, an integrating a new Digital signal processor (DSP). This will allow for the client to plug in their existing (3) wireless microphones, and converted to a USB signal, and introduced to a wall plate to allow for easy use, and plug in. The DSP will have audio out to the existing amplifier for room amplification as well. To allow for easy control, the client would like a Biamp controller to allow for source volume control. The client would like to have an option for a dialer to make outbound calls. KCAV to install a PTZ Camera at the projector location, with a plug in at the rack. This is a permanent installed camera. KCAV will run all cabling, and connections needed for the system to work. KCAV to test the system to working order. KCAV to train the client on how to use the system.

II. SYSTEM DESCRIPTION:**A. Meeting Event Space**

- **Functionality Description:** KCAV will remove existing mixer, and connections. KCAV to integrate new Digital signal processor. KCAV to reconnect existing connections. KCAV to program DSP to allow for client's desired functionality. KCAV to install custom USB rack plate for easy user plug in. KCAV to take output of USB from DSP to rack plate. KCAV to install rack controller. This can be the TEC-1. KCAV to take output to existing amplifier. KCAV to set up (3) wireless microphones, Projector audio, and Bluetooth receiver will be the input sources. KCAV to install mounting hardware for PTZ Camera. KCAV to install PTZ Camera. KCAV to test hardware, and commission the system. KCAV to train the client on how to use the system.
- **Source Devices:**
 - Existing Laptop HDMI (x1) at rack
 - Wired Microphone (x1) at rack
- **Displays:**
 - Existing Projector
 - Existing Screen
- **Audio:**
 - Digital Signal Processor
 - Existing Amplifier
 - Existing (3) wireless microphones
 - Existing Bluetooth receiver
 - Projector audio
 - USB audio at rack
- **Conferencing:**
 - Digital Signal Processor
 - PTZ Camera (mounted at projector)
- **Controls:**
 - Touchpanel controller at rack (audio and camera control)
- **Equipment Location:**
 - Existing Mobile Rack

III. EXCLUSIONS: The following work is not included in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.



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QUOTE
No. 20955

- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements and/or repair.
- All millwork (moldings, trim, cut outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

IV. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by KCAV. The costs associated with these modifications are not included in this proposal.

MASTER NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	<u>1. AV System Hardware</u>			
102357	Existing Projector	1.00 EA	\$0.00	\$0.00
102357	Existing Projection Screen	1.00 EA	\$0.00	\$0.00
102357	Existing Wireless Microphones	3.00 EA	\$0.00	\$0.00
102357	Existing Blu-Ray Player	1.00 EA	\$0.00	\$0.00
102357	Existing Bluetooth Receiver	1.00 EA	\$0.00	\$0.00
102357	Existing Power Amplifier	1.00 EA	\$0.00	\$0.00
102357	Existing Speakers	1.00 EA	\$0.00	\$0.00
102357	Existing Mobile Rack	1.00 EA	\$0.00	\$0.00
M233740	(2) RCA Female to (1) 3.5MM Male Cable, 6 Inch	1.00 EA	\$3.00	\$3.00
M226609	ASA 141 - Passive Audio Summing Adapter with RCA Inputs and Balanced/Unbalanced Output	1.00 EA	\$70.00	\$70.00
M233939	1-Gang, Neutrik 3 Pin XLR Male, White	1.00 EA	\$30.00	\$30.00
M101189	Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS an	1.00 EA	\$2,995.00	\$2,995.00
102583	AV Line M4250-10G2F-PoE+ 8x1G PoE+ 125W 2x1G and 2xSFP Managed Switch	1.00 EA	\$550.00	\$550.00
M101399	Q-SYS 5.5 PoE Touch Screen Controller for In-Wall Mounting. Includes 1 LAN Port and Aux Power input	1.00 EA	\$999.00	\$999.00
M201769	1SP PNLACCPT 1-4 DECORA	1.00 EA	\$40.00	\$40.00
M233898	1-Gang, Keystone USB-2-AA, Black Anod	1.00 EA	\$35.00	\$35.00
M232355	Decora, Neutrik 3 Pin XLR Female, Black Anod	2.00 EA	\$35.00	\$70.00
M232375	Decora, Neutrik Cat6a Shielded, Black Anod	1.00 EA	\$60.00	\$60.00
M232377	Decora, Neutrik Cat6a Shielded, White	1.00 EA	\$70.00	\$70.00
M233441	USB 3.0 Cable, A Male to B Male, 6ft	1.00 EA	\$13.00	\$13.00
100001	Cables & Hardware	5.00 EA	\$100.00	\$500.00
M101363	Q-SYS PoE camera for AV-to-USB Bridging 20x Optical Zoom 60 horizontal field of view. For medium to	1.00 EA	\$3,850.00	\$3,850.00
	1. AV System Hardware Total:			\$9,285.00



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QUOTE
No. 20955

	2. Professional Services			
DESIGN	Design	12.00 HR	\$150.00	\$1,800.00
INSTALLATION-ONSITE	Installation - Onsite	12.00 HR	\$90.00	\$1,080.00
PROJMGMT	Project Management	8.00 HR	\$130.00	\$1,040.00
PROGRAM	Programming	24.00 HR	\$120.00	\$2,880.00
COMMISSIONING	Commissioning	4.00 HR	\$120.00	\$480.00
SHIP-HANDLING	Shipping & Handling of all above items	1.00 EA	\$75.00	\$75.00
WARRANTY	Workmanship Warranty	1.00 EA	\$0.00	\$0.00
	2. Professional Services Total:			\$7,355.00
			SUBTOTAL:	\$16,640.00
			TAX:	\$0.00
			TOTAL:	\$16,640.00

Order Instructions:

1. Send this quote along with your purchase order to: orders@kcav.com.
2. If using this form as a purchase order, sign and return this form to KCAV. Include your billing address and PO and/or project number on this form.
3. Be sure your purchase order reflects shipping/handling terms as indicated on this quote.

Payment Terms:

1. Hardware-only orders over \$50,000 require a 50% deposit.
2. In keeping with industry standards, payment terms for commercial projects that involve installation are as follows: 40% deposit in advance of start of project, 40% invoiced following delivery of hardware, and 20% invoiced following completion of project.
3. Credit card payments will incur a 4% convenience fee in allowed states.
4. Standard payment terms are Net 30 days from date of invoice.

Please review the following terms before placing your order:

1. Pricing is valid for 30 calendar days from date of this quote.
2. A minimum 20% restocking fee will be charged on returned items. Return shipping is the responsibility of the customer.
3. All sales are subject to KCAV Terms and Conditions, which can be found at www.kcav.com/termsandconditions.

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____

DATE: _____

BUYER
SIGNATURE: _____

PO NO.: _____



Kansas City Audio-Visual
REMIT TO: PO Box 24570
SHIP TO: 7535 Troost Ave.
Kansas City, MO 64131-0570
(800) 798-5228 | www.kcav.com

QUOTE
No. 21472

BILL TO:

City of Roeland Park - KS
4600 West 51st St
Roeland Park, KS 66205

CONTACT: Keith Moody
kmoody@roelandpark.org, 9137222600

DATE: September 9, 2021

EXPIRES:

JOB LOCATION:

City of Roeland Park - KS
4600 West 51st St
Roeland Park, KS 66205

CONTACT: Keith Moody
9137222600

SALES REP: Bobby Cardwell

bcardwell@kcav.com, (800)798-5228 EXT 125

TITLE:

City of Roeland Park - KS - Council Chambers Audio Upgrade - 9.28.2021



SCOPE OF WORK:

I. SUMMARY: The City of Roeland Park is looking at updating their Council Chambers from a traditional sound system to allow for a USB plug in, and host a virtual meeting/event. This will be done by taking out existing mixer, an integrating a new Digital signal processor (DSP). This will allow for the client to plug in their existing (12) wired microphones, and converted to a USB signal, and introduced to a rack plate to allow for easy use, and plug in. This will also have a 3.5 plug in that will allow them to plug in their recorder to record the meeting. The DSP will have audio out to the existing amplifier for room amplification as well. There is also an existing Assisted Listening Device that will need to be integrated into the output. To allow for easy control, the client would like a Controller to allow for source volume control. The client would like to have an option for a dialer to make outbound calls. KCAV will run all cabling, and connections needed for the system to work. KCAV to test the system to working order. KCAV to train the client on how to use the system.

As a second option, the client would like to update the ceiling speakers for a louder presentation, which would need speakers, and amplifier.

II. SYSTEM DESCRIPTION:

A. Council Chambers

- **Functionality Description:** KCAV will remove existing mixer, and connections. KCAV to integrate new Digital signal processor. KCAV to reconnect existing connections. KCAV to program DSP to allow for client's desired functionality. KCAV to take output of USB from DSP to input at Lectern. KCAV to take output to existing amplifier. KCAV to install touch panel at Lectern. KCAV to test hardware, and commission the system. KCAV to train the client on how to use the system.
- **Audio:**
 - Digital Signal Processor
 - Existing Amplifier
 - Existing (12) wireless microphones
 - Existing presentation Switcher audio
 - USB Audio out at Lectern
 - 3.5 Audio out for recording on rack plate
- **Conferencing:**
 - Digital Signal Processor(DSP)
- **Controls:**
 - DSP Controller
- **Equipment Location:**
 - Existing Rack

III. EXCLUSIONS:

The following work is not included in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements and/or repair.
- All millwork (moldings, trim, cut outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

IV. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by KCAV. The costs associated with these modifications are not included in this proposal.

MASTER NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	<u>1. AV System Hardware</u>			
102357	Existing Projector	1.00 EA	\$0.00	\$0.00
102357	Existing Projection Screen	1.00 EA	\$0.00	\$0.00



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No. 21472

102357	Existing Wireless Microphones	12.00 EA	\$0.00	\$0.00
102357	Existing HDMI Switcher	1.00 EA	\$0.00	\$0.00
102357	Existing HDMI Splitter	1.00 EA	\$0.00	\$0.00
102357	Existing Blu-Ray Player	1.00 EA	\$0.00	\$0.00
102357	Existing Bluetooth Receiver	1.00 EA	\$0.00	\$0.00
102357	Existing Power Amplifier	1.00 EA	\$0.00	\$0.00
102357	Existing Speakers	6.00 EA	\$0.00	\$0.00
102357	Existing Rack	1.00 EA	\$0.00	\$0.00
M101363	Q-SYS PoE camera for AV-to-USB Bridging 20x Optical Zoom 60 horizontal field of view. For medium to	1.00 EA	\$3,850.00	\$3,850.00
103202	HDMI Audio De-Embedder HAE 100 4K	1.00 EA	\$790.00	\$790.00
M101189	Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS an	1.00 EA	\$2,995.00	\$2,995.00
M101271	Q-SYS PoE bridging endpoint for AV-to-USB Bridging. Delivers driverless usb 2.0 connection. Includes	1.00 EA	\$1,695.00	\$1,695.00
102583	AV Line M4250-10G2F-PoE+ 8x1G PoE+ 125W 2x1G and 2xSFP Managed Switch	1.00 EA	\$550.00	\$550.00
M103455	Wired Ethernet Module with 2 COM Ports	1.00 EA	\$275.00	\$275.00
M201766	1SP PNL W/(1)DECORA OP BK	1.00 EA	\$35.00	\$35.00
M306914	Mini-Jack Pass-Through Plate	1.00 EA	\$35.00	\$35.00
M101404	8.0 Touch Panel with Table Top mounting accessory included.	1.00 EA	\$1,695.00	\$1,695.00
M233441	USB 3.0 Cable, A Male to B Male, 6ft	1.00 EA	\$13.00	\$13.00
100001	Cables & Hardware	5.00 EA	\$100.00	\$500.00
	1. AV System Hardware Total:			\$12,433.00
	<u>2. Professional Services</u>			
DESIGN	Design	16.00 HR	\$150.00	\$2,400.00
INSTALLATION-ONSITE	Installation - Onsite	16.00 HR	\$90.00	\$1,440.00
PROJMGMT	Project Management	12.00 HR	\$130.00	\$1,560.00
PROGRAM	Programming	40.00 HR	\$120.00	\$4,800.00
COMMISSIONING	Commissioning	8.00 HR	\$120.00	\$960.00
SHIP-HANDLING	Shipping & Handling of all above items	1.00 EA	\$75.00	\$75.00
WARRANTY	Workmanship Warranty	1.00 EA	\$0.00	\$0.00
	2. Professional Services Total:			\$11,235.00
	<u>3. Optional Speaker System</u>			
M107681	Control 26CT - Ceiling Speaker with Transformer (White) - MUST PURCHASE TWO	6.00 EA	\$165.00	\$990.00
M101210	2 channels, 250 watts/ch at 70V	1.00 EA	\$1,150.00	\$1,150.00
INSTALLATION-ONSITE	Installation - Onsite	8.00 HR	\$90.00	\$720.00
	3. Optional Speaker System Total:			\$2,860.00



Kansas City Audio-Visual
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Kansas City, MO 64131-0570
(800) 798-5228 | www.kcav.com

QUOTE
No. 21472

	4. Optional Audio Recorder			
100422	Solid-State Memory Recorder with Networking and Optional Dante Support	1.00 EA	\$899.00	\$899.00
	4. Optional Audio Recorder Total:			\$899.00
			SUBTOTAL:	\$27,427.00
			TAX:	\$0.00
			TOTAL:	\$27,427.00

Order Instructions:

1. **Send this quote along with your purchase order to: orders@kcav.com.**
2. If using this form as a purchase order, sign and return this form to KCAV. Include your billing address and PO and/or project number on this form.
3. Be sure your purchase order reflects shipping/handling terms as indicated on this quote.

Payment Terms:

1. Hardware-only orders over \$50,000 require a 50% deposit.
2. In keeping with industry standards, payment terms for commercial projects that involve installation are as follows: 40% deposit in advance of start of project, 40% invoiced following delivery of hardware, and 20% invoiced following completion of project.
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3. All sales are subject to KCAV Terms and Conditions, which can be found at www.kcav.com/termsandconditions.

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____

DATE: _____

BUYER
SIGNATURE: _____

PO NO.: _____



DSP & PTZ USB Camera Upgrade for Community Center

11/16/2021

This Agreement is between

City of Roeland Park

4850 Rosewood
Roeland Park, Kansas 66205
816-898-6794

and

Mission Electronics, Inc.

11450 W. 79th Street
Lenexa, KS 66214 US
(913) 894-8480
<http://www.missionelectronics.com>

Scope Of Work

Mission Electronics Inc., is a premier communications and collaboration technology firm. As a full service firm, we can design, build and manage all of your technology needs. We advise on the best technologies to help your organization transform itself, making us a partner you can trust. Our strategists, designers, engineers, programmers and integrators specialize in creating customized technology and service solutions, to help you reach your goals. MEI is proud to be certified with a number of leading technology manufacturers as well as industry leadership groups.

MEI will be upgrading the camera, audio functionality and quality to the council chambers.

2 USB camera will be installed in the Community Center for use in streaming the proceedings. Control of the camera will be by manufactures supplied remote only.

The currently installed microphones And OFE speakers will remain in place. A new two-channel amplifier will replace the current amplifier.

A wired 8" touch screen controller will provide both record and stop buttons for the digital network recorder as well as control system volume and microphone muting. The touch screen will be located at the dais.

The new amplifier, DSP, network switch and network interface will be rack mounted in a new equipment rack located in the closet adjacent to the council chambers.

- * Budget does not include any applicable sales tax
- * Proposed budget is subject to change following a site survey to verify all structural requirements.
- * All Shipping and Handling will be prepaid by MEI and added to your final bill.

Pricing Summary

Equipment:	\$8,562.00
Labor:	\$7,460.00
Misc. Items:	\$240.33
Grand Total:	\$16,262.33

Payment Terms

Payment Schedule	Amount	Due Date
Initial Deposit	\$8,131.17	
Progress Payment	\$3,252.47	
Progress Payment	\$3,252.47	
Final	\$1,626.22	

Client accepts this Quote inclusive of its Scope of Work, Pricing and Payment Terms. Contractor agrees to furnish the equipment and materials listed and perform the work in an expedient, workmanlike and professional manner.

City of Roeland Park

Mission Electronics, Inc.

Accepted by

Date

Mission Electronics, Inc.

Date

Item Details

		Unit Price	Price
2	Aver CAM520, Professional class USB PTZ camera for all meeting room	\$959.00	\$1,918.00
2	Crestron USB-EXT-2, USB over twisted pair extender	\$667.00	\$1,334.00
1	Generic Computer, [OFE]	\$0.00	\$0.00
1	Generic Speakers (9), [OFE]	\$0.00	\$0.00
2	MEI 16-02 UNS STR CMP - 100' Wire Pull - Power,	\$32.00	\$64.00
2	MEI Cat 6 F/UTP - Shielded, 100' Wire Pull,	\$108.00	\$216.00
1	Netgear JGS516PE-100NAS, ProSAFE 16 port Gigabit plus switch (North America version)	\$268.00	\$268.00
1	QSC Core 110f, Multipurpose software based digital audio signal processor	\$2,571.00	\$2,571.00
1	QSC CX302V, 2-channel CX amplifiers, 250W/70V	\$931.00	\$931.00
1	QSC TSC-80W-G2-BK, 5.5" Wall mounted or tabletop touch screen controller	\$1,260.00	\$1,260.00
Total			\$8,562.00

Project Subtotal:

\$8,562.00



DSP & PTZ USB Camera Upgrade for Council Chambers

11/16/2021

This Agreement is between

City of Roeland Park

4600 W 51st
Roeland Park, Kansas 66205
816-898-6794

and

Mission Electronics, Inc.

11450 W. 79th Street
Lenexa, KS 66214 US
(913) 894-8480
<http://www.missionelectronics.com>

Scope Of Work

Mission Electronics Inc., is a premier communications and collaboration technology firm. As a full service firm, we can design, build and manage all of your technology needs. We advise on the best technologies to help your organization transform itself, making us a partner you can trust. Our strategists, designers, engineers, programmers and integrators specialize in creating customized technology and service solutions, to help you reach your goals. MEI is proud to be certified with a number of leading technology manufacturers as well as industry leadership groups.

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City of Roeland Park

Mission Electronics, Inc.

Accepted by

Date

Mission Electronics, Inc.

Date

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Total

\$8,562.00

Project Subtotal:

\$8,562.00



4600 West 51st Street
Roeland Park, Kansas 66205
City Hall (913) 722-2600
Fax (913) 722-3713

REQUEST FOR PROPOSALS

AUDIO/VISUAL SYSTEM

Approved October 4, 2021

1. INTRODUCTION

The City of Roeland Park is seeking proposals audio/visual system for the Council Chamber at the Roeland Park City Hall.

The nature of the upgrade will include but is not limited to presentation devices, sound system, infrastructure, as well as providing training for end users of the system.

2. INFORMATION REGARDING THE CITY

General Information

Roeland Park was incorporated as a City in 1951. It is one of twenty cities in Johnson County. Roeland Park is completely surrounded by other cities in Johnson County. The City has a residential population of approximately 6,800 within its 1.64 square mile city limits. Service is provided to the citizens of Roeland Park by 30 full-time employees.

Roeland Park operates under the Mayor-Council form of government with an appointed professional City Administrator. The City is divided into four wards; two council members elected from each ward serve staggered four-year terms. The Mayor is elected from the city at large for a four-year term. The City Administrator has responsibility for the management of all city programs and departments in accordance with policies and annual budgets adopted by the council.

The City provides service in the areas of Management, Planning and Administrative Services, Public Works, Public Safety, Municipal Justice and Community Programs, Parks and Recreation. Fire protection is provided by Johnson County Fire District No. 2. Utilities are provided by Water District No. 1, Johnson County Wastewater, Evergy (formerly Kansas City Power & Light), and Kansas Gas Service.

2021 Budget

The 2021 Budget includes a steady mill levy of 28.548 mills. The General Fund revenue for 2021 was \$6,423,670. The City has a total assessed valuation of \$96,815,053.

3. SCOPE OF SERVICES

The City of Roeland Park is seeking to update their City Council Chamber at the Roeland Park City Hall from a traditional sound system to host virtual and hybrid meetings and events. The new system will integrate the City's existing wired and wireless microphones, allow for amplification in the Council Chamber, amplification in the room adjoining the Council Chamber, amplification into the downstairs Court Room, integrate an Assisted Listening Device, and allow for the inputs to be heard by virtual meeting attendees.

To allow for easy control, the City would like a controller to allow for source volume control, and an option for a dialer to make outbound calls.

The new system should be tested to working order and City Staff should be trained on how to properly use and manage the new system.

Bid should include labor and miscellaneous materials/components for installation and operation.

Questions and Proposals should be emailed to:

Kelley Nielsen, CMC

City Clerk
knielsen@roelandpark.org
Subject: RFP for Community Center A/V System

Proposals are due on Thursday, October 29, 2021 at 10:00 am Central Time.



4600 West 51st Street
Roeland Park, Kansas 66205
City Hall (913) 722-2600
Fax (913) 722-3713

REQUEST FOR PROPOSALS

AUDIO/VISUAL SYSTEM

Approved October 4, 2021

1. INTRODUCTION

The City of Roeland Park is seeking proposals audio/visual system for the Multi-Purpose Room in the Roeland Park Community Center.

The nature of the upgrade will include but is not limited to presentation devices, sound system, infrastructure, as well as providing training for end users of the system.

2. INFORMATION REGARDING THE CITY

General Information

Roeland Park was incorporated as a City in 1951. It is one of twenty cities in Johnson County. Roeland Park is completely surrounded by other cities in Johnson County. The City has a residential population of approximately 6,800 within its 1.64 square mile city limits. Service is provided to the citizens of Roeland Park by 30 full-time employees.

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2021 Budget

The 2021 Budget includes a steady mill levy of 28.548 mills. The General Fund revenue for 2021 was \$6,423,670. The City has a total assessed valuation of \$96,815,053.

3. SCOPE OF SERVICES

The City of Roeland Park is seeking to update their Multi-Purpose Room in the Roeland Park Community Center from a traditional sound system to host virtual and hybrid meetings and events. The new system should integrate the existing wireless microphones, speakers, and projector, and include the installation of a permanent PTZ Camera to be mounted at the projector location. The new system should allow for amplification within the Multi-Purpose Room, and allow for virtual meeting attendees to hear the inputs as well as in-person attendees to hear virtual attendees.

For easy control, the City would like source volume control and an option for a dialer to make outbound calls.

The System should be tested to working order, and staff should be trained to properly use and maintain the new system.

Bid should include labor and miscellaneous materials/components for installation and operation.

Questions and Proposals should be emailed to:

Kelley Nielsen, CMC

City Clerk
knielsen@roelandpark.org
Subject: RFP for Community Center A/V System

Proposals are due on Thursday, October 29, 2021 at 10:00 am Central Time.

Item Number: New Business- VIII.-B.
Committee Meeting Date: 12/6/2021

City of Roeland Park
Action Item Summary

Date: 12/2/2021
Submitted By: Staff
Committee/Department: Admin
Title: **Reappointment of Judge, Prosecutor, City Engineer and City Attorney**
Item Type: Other

Recommendation:

Reappoint Steve Mauer and Mauer Law Firm as City Attorney; Dan Miller and Larkin as City Engineer; Karen Torline as Municipal Judge and Fran through 12/31/2022.

Details:

Per the City code, the city attorney, city engineer, judge and prosecutor shall be reappointed on an annual basis. This is a formality per City code that we are fulfilling. The information regarding these appointments is listed under additional information.

Financial Impact

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

Additional Information

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Sec. 1-301. - Appointment.

The Mayor shall appoint, by and with the consent of the Council, a **Judge** of the **Municipal** Court, a City Attorney, a City Prosecutor, an Ethics Attorney and a City Engineer. A committee of the Governing Body appointed by the City Council shall interview candidates for the position and recommend one for appointment by and confirmed shall hold an initial term of office of not to exceed one year and until their successors are appointed and qualified. Any officers who are reappointed one year and until their successors are appointed and qualified. The Council shall by ordinary ordinance specify the duties and compensation of the office holders, abolish any office created by the Council whenever deemed expedient.

(Chart. Ord. No. 24, § 1; Code 2012; Chart. Ord. No. 32, § 10, 7-18-2016)

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Sec. 1-302. - Removal.

In addition to all other powers conferred by ordinance, statute or law upon the Mayor and City Council for the removal of appointed officials of the City, officers appointed by the City Council may be removed from office for good cause. For the purposes of Sections 1-302—1-306, the following terms, phrases and words, and their definitions shall have the following meaning:

(a) Good cause shall mean any act or acts by an officer which constitutes misconduct, misfeasance, malfeasance, gross neglect of official duty or incompetency.

(b) Gross neglect of official duty shall mean willful failure to perform or utter disregard of the duties incumbent on an officer.

(c) Incompetency shall mean lack of ability to discharge the required duties of an officer.

(d) Malfeasance shall mean any wrongful conduct that affects, interrupts or interferes with the performance of official duties.

(e) Misconduct shall mean a violation of the rules of propriety by which all persons should govern their behavior.

(f) Misfeasance shall mean the improper performance of an act lawfully permitted to be performed by an officer.

(Ord. No. 425, § 1, A)

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Sec. 1-303. - Same; Request for Removal.

(a) Any request for the removal of an officer for good cause shall be in writing by the Mayor or a member of the City Council and shall be addressed to the members of the City Council and concisely the facts constituting the cause upon which the request is based.

(b) On receipt of such request for removal, the City Council shall cause to be sent to the officer whose removal is sought a copy of the request for removal and a statement of the reasons for the request to request a public or private hearing before the City Council regarding the allegations contained therein.

(Ord. No. 425, § 1, B, C)

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Sec. 1-304. - Same; Hearing.

If the officer whose removal is sought requests a hearing on the allegations contained in the request for removal, the City Council shall hold such hearing, either public or private, at a time and place determined by the City Council, with at least five days notice of such time and place being given to the individual requesting such hearing. If no request for a hearing is received within ten days of the forwarding of the request for removal by the City Council, the City Council may proceed to act upon the request for removal without further notice.

(Ord. No. 425, § 1, D)

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Sec. 1-305. - Same; Vote of Council.

Removal of an appointive officer shall be by majority vote of all elected Councilmembers, irrespective of the number of elected Councilmembers present and voting (Ord. No. 425, § 1, E)

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Sec. 1-306. - Same; Suspension.

Pending the determination of the City Council as provided in Sections 1-303—1-305, the Mayor, with the consent of the City Council, may suspend such officer with the consent of the City Council (Ord. No. 425, § 1, F)

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	Frank Gilman RFQ Response	Exhibit
	Karen Torline RFQ Response	Exhibit
	Agreement with Mauer Law	Exhibit
	Mauer Law RFQ Response	Cover Memo
	Agreement with Lamp Ryneerson	Exhibit
	Lamp Ryneerson RFQ Response	Cover Memo

GILMAN LAW OFFICE

Frank P. Gilman, P.A.

Windmill Village

200 Building 7

7270 W. 98th Terrace

Overland Park, Kansas 66212

email: frankg@gilmanlawoffice.com

website: gilmanlawoffice.com

Office: (913) 381-5280

Fax: (913) 381-2332

February 26, 2014

Aaron A. Otto, City Administrator
City of Roeland Park
4600 W 51st Street
Roeland Park, KS 66205

Re: Municipal Court Prosecutor Position

Dear Mr. Otto:

This letter is to advise you of my continued interest to serve the governing body, staff and citizens of the City of Roeland Park, Kansas, as municipal court prosecutor. I have served in that capacity for the past thirteen years. As prosecutor, I have been responsible for the prosecution of various misdemeanor, traffic and property code violations. Animal code violations are also prosecuted in municipal court.

The current court schedule was adopted through coordination with the police department, the current municipal judge and myself. In adopting the current court schedule it was contemplated that the court's efficiency would increase and conflict less with other city business. As prosecutor, I have attempted to balance the safety needs of the community with an efficient courtroom process. I strive to present of fair and respectful approach to all that come through the municipal court.

I am sole proprietor of Frank P. Gilman, P.A. I have been involved in the practice of law since 1991. I began my legal career in the employment of my father, David R. Gilman. In my private practice, I represent individuals with a wide variety of legal issues. I assist individuals facing prosecution of felony, misdemeanor and traffic related matters. I also represent people facing divorce and other family law related issues. I regularly appear in district and municipal courts through Johnson, Wyandotte, Douglas and Miami counties. Presently I have one full time and one part time paralegal assisting me with my practice.

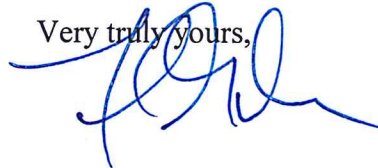
In an attempt to expedite the process and duration of each court docket, I make myself available throughout each day to communicate with attorneys and other witnesses in order to resolve and reduce the caseload. I began accepting attorney initiated plea bargaining for minor traffic offenses through the mail. Police officers and staff of the Roeland Park Police Department have complete access to me through phone (home, office and cell), text and email to discuss all issues with them.

I have no pending litigation against me individually or against my law firm, nor are there any pending complaints against me with the Kansas Disciplinary Administrator's Office.

Finally, I grew up in Mission, Kansas, and graduated from Shawnee Mission North High School. I graduated from Kansas University and Creighton University School of Law. Following law school, I married and moved to Roeland Park. I was twice elected to the city council to serve the residents of Roeland Park. I believe that experience provides me with a unique view. I look forward to the opportunity to continue to serve the city. I am available to meet with you, the mayor or any other person necessary to discuss the open position and my qualifications.

Enclosed you will find a list of references, one reference letter and my resume for your review. Thank you for your consideration.

Very truly yours,



Frank P. Gilman

Enclosures

REFERENCES

Lannie Ornburn
Assistant District Attorney
Office of the District Attorney
P. O. Box 728
Olathe, KS 66051
913-715-3051

John Harvell, Municipal Judge
City of Merriam
108 E. Cedar
Olathe, KS 66061
913-339-9919

Betina Jamerson, Court Clerk
City of Prairie Village
City of Mission Hills
7700 Mission Rd.
Prairie Village, KS 66208
913-385-4680

Kathy Thomas
Administrative Assistant to
James Franklin Davis, District Judge
Johnson County District Court
Olathe, KS 66051
913-715-5000

John Morris, Chief of Police
City of Roeland Park
4600 W. 51st Street
Roeland Park, KS 66208
913-677-3363

Officer Mark Babcock
City of Roeland Park
4600 W. 51st Street
Roeland Park, KS 66208
913-677-3363



TRAFFIC COURT
7700 MISSION ROAD
PRAIRIE VILLAGE, KANSAS 66208
385-4680

VIOLATION BUREAU
7700 MISSION ROAD
PRAIRIE VILLAGE, KANSAS 66208
385-4680

February 11, 2013

To Whom It May Concern,

Frank Gilman has served as Judge Pro Tempore for the Mission Hills Municipal Court on numerous occasions. It's always a pleasure to have Frank serve as our Judge because he is very professional and knowledgeable in the law. Frank is always patient with defendants, he explains the charges against them, advises them of the possible penalties and their plea options, and is fair and just in the application of the law.

As Judge Pro Tempore Frank reviews and signs bench warrants for failure to appear. He is very thorough in his review and does not hesitate to question the validity or content of a warrant.

The Mission Hills Court is mostly paperless and court is conducted on laptops. Frank received minimal training on our court software, yet he was able to quickly pick up the process and does very well even when he has not been here for several dockets. He maneuvers through the information in the citation, the related documents, and the courtroom docket with ease.

The Court Clerks, and myself, have the utmost respect for Frank. He is principled, fair, knowledgeable and a pleasure to work with.

Respectfully,

Bettina Jamerson
Court Administrator
Prairie Village/Mission Hills
Municipal Court

FRANK P. GILMAN

ATTORNEY

9421 Ensley Lane
Leawood, KS 66206
(913) 381-6342

7270 W. 98th Terrace
Building 7, Suite 200
Overland Park, KS 66212
(913) 381-5280

frankg@gilmanlawoffice.com

www.gilmanlawoffice.com

PROFESSIONAL EXPERIENCE

- Law Office of David R. Gilman 1991 to 2000
- Gilman Law Office - Frank P. Gilman P.A. 2000 to present

Duties include representation of individuals with a wide range of situational problems requiring assistance and advice. Representation includes felony, misdemeanor and traffic related matters. Other areas of practice include family law, juvenile law and personal injury. Appearances in local municipal courts and Kansas district courts have resulted in many successful trials to the court as well as jury trial experience.

- Roeland Park City Prosecutor 2001 to present

Represent the interest of the City of Roeland Park, Kansas in the prosecution of traffic and misdemeanor matters, as well as property code violations. Coordinate with court staff, police officers and the police department to expedite and facilitate docket resolution. Communicate with witnesses and negotiate with attorneys. Trial preparation and conducting trials through the presentation of evidence.

- Pro Tem Services 1996 to present

District Court Judge, Pro Tem, for the Tenth Judicial District of the State of Kansas criminal and civil divisions. Municipal Court Judge, Pro Tem, for the City of Mission Hills, Kansas. Services have been performed as needed.

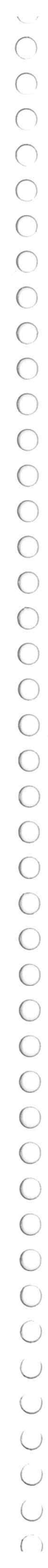
- City Council Representative 1992 to 1996

Twice elected to serve on the Roeland Park City Council, serving as Council President from 1993 through 1996. Serving and leading several committees including Police, Public Works, Finance and Administration. Budget formation and approval, redevelopment issues, employee related matters and long range planning were significant aspects of my tenure.

ACADEMIC

- University of Kansas, B.S. Business 1986
- Creighton University School of Law, Juris Doctor 1990

JUDGE APPLICATION
KAREN L. TORLINE



Full name: Karen L. Torline

Residence address: 23902 W. 50th Terr., Shawnee, KS 66226. Phone 913-422-8274

Office address: 10740 Nall, Suite 250, Overland Park, KS Phone 913-948-8618

E-mail: ktorline@kttlattorneys.com

Cell: 913-238-0172

Are you a citizen of the United States? Yes

1. Schools and colleges you have attended, including any diplomas or degrees.

Hoxie High School, Hoxie, KS, 1985

Kansas State University, BA in English, 1989

University of Kansas School of Law, J.D, 1992

2. List all courts, state bars, and administrative bodies having special admission requirements to which you are presently admitted to practice, specifying the dates of admission, whether you are currently a member in good standing, and whether there are any current restrictions on your ability to practice law.

State of Kansas. 1992. In good standing. No past or current restrictions.
United States District Court. 1992. In good standing. No past or current restrictions.

United States Federal Court. 1992. In good standing. No past or current restrictions.

3. Describe chronologically your legal employment since becoming a member of any state bar. Include names and addresses of all law offices, firms, companies or government agencies with which you have ever practiced, the nature of your affiliation with each, the general nature of your practice, and any other relevant particulars. Also, please provide the name, current address and telephone number of a person, preferably your supervisor, who can verify your employment for each position listed below.

Assistant Johnson County District Attorney 1992-2000. Prosecuted numerous types and levels of crimes, from misdemeanors to serious person felonies. Steve Howe, Johnson County D.A. Steve.Howe@jocogov.org. 100 N. Ks. Ave., Olathe, Ks. 913-715-3000.

City of Shawnee, Ks. Assistant City Attorney/Senior Prosecutor. 2001-Present. Carol Gonzales, City Manager. cgonazles@cityofshawnee.org. 10000 Johnson Drive, Shawnee, Ks. 913-742-6200

City of Lake Quivira, Ks. Prosecutor. 2002-Present. Wayne Hidalgo, Mayor. mayor@lakequivira.ks.gov. 10 Crescent Blvd., Lake Quivira, Ks. 66217. 913-631-1892

City of Edgerton, Ks. Judge. 2012-Present. Anna Marie Keena, Administrative Services Director. akeena@edgertonks.org 404 E. Nelson, P.O. Box 255, Edgerton, Ks. 66021. 913-893-6231

Kuckelman, Torline, Kirkland & Lewis, Attorneys at Law. March 2013-Present. Mike Kuckelman, Partner. mkuckelman@ktrlattorneys.com 10740 Nall, Suite 250, Overland Park, KS 66211. 913-948-8612.

4. Describe the general nature of your current professional legal work.

For the firm: I do general civil litigation, both plaintiff and defense, as well as criminal defense. For civil, I draft pleadings of numerous kinds, including interrogatories, requests for production of documents, motions for summary judgment, etc. I participate in hearings, depositions, etc. For criminal defense, I draft motions for discovery, motions to suppress, attend all court hearings, argue to the court any appropriate issues, conduct preliminary hearings, conduct trials, etc.

For the City of Edgerton: As Judge, I am responsible for the entire court system, ensuring fairness throughout, including but not limited to pleas, sentencings, trials, orders of suspension, bench warrants, dispositions on codes cases, etc. We are currently in the process of redoing 100% of our procedures to ensure fairness, efficiency and timeliness in our outcomes.

For the cities of Shawnee and Lake Quivira: As prosecutor, I am responsible for all court processes. I supervise the other prosecutor as well as my assistant. I work closely with the City Attorney in both cities to ensure communication on all legal issues. I draft ordinances; advise the police department; work closely with the codes department and advise the city manager's office on issues that deal with court. I also handle every situation that deals with court, including diversion, plea negotiations, trials, revocations of probation or diversion, appeals, etc. In addition, I work closely with the Court Administrator to address any issues that may arise.

I also pro tem frequently for several cities as Judge, including Overland Park, Lenexa and Olathe, with the same duties as indicated above for the city of Edgerton.

5. If in private legal practice, describe your typical client(s). If not in private legal practice, describe your employer or work arrangement, your position within the structure (are you supervised, how is work assigned, who receives your work product), and other information you feel would assist the City of Roeland Park in understanding the nature of your professional responsibilities.

For the firm civil: With reference to the civil defense cases, the clients are both individuals and corporations (so to speak) that have been sued and we are defending the lawsuit against them. With reference to the civil plaintiff cases, the clients are individuals that have filed a lawsuit, for numerous reasons, and they are attempting to recover damages. For the firm criminal: The criminal clients that I have are simply defendants charged with crimes that are pending in local courts.

For the cities: With reference to my role as prosecutor, I represent the citizens of the municipalities. In Shawnee, I am supervised by the City Manager, but am very autonomous. In Lake Quivira, I am technically supervised by the mayor, but am also very autonomous there. In both cities, I simply deal with all court issues, so work is not assigned, specifically, but all issues dealing with court go through me.

6. List and describe the three most significant cases or legal issues, which you have personally handled, giving case style, number and citation to reported decisions, if any. Describe the nature of your participation in the case and the reason you believe it to be significant. Give the name of the court and judge, the date tried, and the names of other attorneys involved.

Rape jury trial. I was the sole prosecutor. It was a five day jury trial in Johnson County District Court, Division 1, Judge Peter Ruddick. State of Kansas v. Ramon Rodriguez, Case No. 97CR2851. Mr. Rodriguez was convicted of rape and aggravated criminal sodomy in 1998. The opposing counsel was Patrick Berrigan. This was significant because it was a long, intense jury trial with a very experienced attorney, a serious charge, and a truly traumatized victim.

Termination of parental rights trial. Approximately 1993. In re (Crump). Opposing counsel was Jim Conard. The judge was Jeanette Sheldon. This trial was significant because the parental rights were severed when these parents were not abusive or intentionally neglectful, but simply unable to care for their children based upon extremely low I.Q's. The trial lasted for several days and was heartbreaking. This trial was significant because there was no prior finding of a Child in Need of Care, which is unusual. Most termination cases begin as a CINC. Although this was in the first year of my

days in the D.A.'s. office, and I tried many more serious trials, I will never forget this one. Very, very sad, but the right thing to do.

First degree murder jury trial. State of Kansas v. Francis Doyle, 99CR0397. This trial was in 1999 in front of Judge Will Cleaver. It lasted for several days. Opposing counsel was James Anderson. I tried this case with another attorney in the D.A.'s office. This was a first degree murder charge, and an attempted murder charge, out of Leawood. An elderly couple, high school sweethearts, had reunited at their 50th high school reunion and an elderly friend of the woman broke into their home and struck the couple with a baseball bat while they slept in their bed. The woman survived but had to be placed into a facility, and the man was killed. Defendant was found guilty.

I had numerous other serious cases, including an attempted murder jury trial, and many rapes, one of which went to jury trial but most of which ended in a plea. I have also argued cases in front of the Kansas Court of Appeals.

7. Describe any additional arbitration, mediation or other alternative dispute resolution experience that you would like to bring to the attention of the City.

I do not have training as a mediator; however I am responsible for creating and implementing a mediation program in Shawnee for complaints that have been signed but for which I believe mediation is a better "solution" to the problem than court intervention. In order to be referred to mediation, the parties must have an ongoing relationship, in an attempt to solve the problem and avoid future issues rather than file charges. Cases that are deemed appropriate for the program can be sent to mediation first, and if that is unsuccessful, they are reviewed for charging. On my suggestion, we have also recently expanded this program to include situations that the police department or city staff identify as escalating but have not yet risen to the level of charges. We are very proud of this program, as it solves many problems without the necessity of court intervention and without costs to the participants.

8. Have you ever held judicial office or been a candidate for judicial office? If so, state the courts involved and the dates of service, including service as a judge pro tempore.

I am currently the Judge for the City of Edgerton. March 2012-Present. I also serve as Judge pro tem for the cities of Overland Park, Lenexa and Olathe, 2009-Present. In addition, I am a Judge pro tem for the Johnson County District Court, 2012-Present.

9. Have you made any special contributions to the legal profession, such as writings or lectures? If so, state the nature.

Police Academy training, testifying in court. Approximately 1994-1996.
Police Academy training, mock trial. Approximately 2003-2009
Frequent training for the Shawnee Police Department on a variety of topics, including search and seizure, caselaw updates, etc.
I currently serve on several ethics commissions, including:
Kansas Bar Association Ethics Advisory Committee, Approximately 2007-Present.
Johnson County Ethics and Grievance Committee, 2012-Present
Kansas 20/20 Ethics Commission, 2013. This is a position that was appointed by Chief Justice Nuss of the Kansas Supreme Court. Only 10 attorneys throughout the state were appointed to be on this committee.

10. List all legal associations, and/or professional societies of which you are a member, and give the titles and dates of any office which you may have held in such groups and committees to which you belong(ed) and offices held.

Municipal Judges Association
Kansas Bar Association
Offices: President, Government Lawyers Section 2010-2012
Past President, 2012-Present
Johnson County Bar Association
Offices: President, Young Lawyers Association 1998-2000
Kansas City Metropolitan Bar Association
International Association of Chiefs of Police
Kansas Women Attorneys Association
Kansas County and District Attorneys Association

11. Do you have a professional, business, family or personal relationship with any member of the Roeland Park Governing Body? If so, provide a description of this relationship.

No.

12. Any other information you wish the City of Roeland Park to consider. You may attach a resume, documents or information you would like the City to consider in reviewing your qualifications.

For the past 12 years, I have done municipal law exclusively. I have extensive experience in municipal law and municipal court, including but not

limited to drafting ordinances; researching legal issues associated with those ordinances; advising city staff on the legalities of different areas of the law; advising the police department on all issues dealing with municipal court; making presentations to the City Council; and prosecuting and/or judging on a near daily basis. I understand the home rule authority and have knowledge about the effects of charter ordinances on state statutes and the applicability of such in municipalities.

I have also been creative and innovative in the cities in which I work in order to address efficiency issues, etc. Several examples are: creating and implementing the mediation program; creating and implementing an in-house probation officer with no cost to the city; creating a collection program to aid in the collection of court fines for those defendants needing time to pay; expanding the dockets in order to alleviate large docket issues; creating a pre-se diversion docket; creating a stipulation docket for driving while suspended offenses; and implementing a strict no-continuance policy for codes cases.

I also believe I have very good relationships with all departments throughout the several cities in which I work. I am approachable, open and friendly while staying professional. I believe I have the respect and confidence of the city managers, mayors, and police departments of all cities in which I am employed. Although I am sure it appears that I would have very little time for this position, that is not the case. I would have plenty of time to dedicate myself to the City of Roeland Park. I would love to have the opportunity to sit down with you to discuss the position of Judge in your city.

In submitting this application, I understand that the City of Roeland Park is in no way obligated to provide employment nor am I obligated to accept employment. I understand I am responsible to maintain and update my profile with true and accurate information and such information may be purged from the City's electronic files as the City deems appropriate and in accordance with federal and state laws and City policy. I hereby grant the City permission to check any of the information as part of its employment process. I also understand that my past employment records, driver's license records, police and criminal records, credit references, where required, references and other information provided by me are subject to inquiry in accordance with the Fair Credit Reporting Act and applicable City policies. I understand that if I am offered employment with the City, I may be required to submit to a physical examination, drug screening, background/criminal records check, and/or psychological evaluation, where applicable. I understand and acknowledge, if hired, I am subject to all laws, rules, regulations, policies and employee handbook requirements applicable to the position to which I am hired. I further understand that any misrepresentation or omissions of facts upon this application will be sufficient cause for rejection and/or separation from City employment if I have been employed.

Please attach three professional references including their name, title, address, zip code, phone, and e-mail.

Ellis Rainey, Assistant City Attorney for Shawnee. 10000 Johnson Drive, Shawnee, KS 66217. 913-962-8800. ellisrainey@sbcglobal.net

Anna Marie Keena, Administrative Services Director, City of Edgerton. City Hall, Edgerton, KS. 913-893-6231. akeena@edgertonks.org

Robin Barnard, Court Administrator for the City of Overland Park, KS. 12400 Foster, Overland Park, KS 66213. 913-327-6853. Robin.barnard@opkansas.org

(Signature) _____

(Date) _____

7-13-13



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Thursday, July 11, 2013

KAREN JAMES TORLINE
23902 W 50TH TER
SHAWNEE, KS 66226-2287

Compliance Group 1

2010 Compliance Period
Ending :
Wednesday, June 30, 2010

COMPLIANCE PERIOD ENDING: June 30, 2010
COMPLIANT

This course transcript indicates the courses and distribution of CLE credits for the displayed compliance periods. Credit carry over into future years in accordance with Rule 802(b) are listed in the carry over column. Credits exceeding the carry over limit are listed in the Excess Credits column. Excess ethics credit carries forward as general credit. View [carry over rules](#) for additional information.

Course Date	Provider	Course Name	Total Credits	Posted Credits 2010	Carry Forward	Excess Credits
06/30/2009		2009 CARRY HOURS	10.00S	10.00S		
01/15/2010	KBA	Government Law CLE	1.00E	1.00E		
01/15/2010	KBA	Government Law CLE	3.00S		3.00S	
06/24/2010	KBA	Ethics for Good XI	2.00E	1.00E	1.00E	

If you do not see a course posted to your record, it may not have been submitted to our office.

Requirements Met or Waived: Y
Total Hours Required: 0
Hours Required By: 6/30/2010

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Thursday, July 11, 2013

 KAREN JAMES TORLINE
 23902 W 50TH TER
 SHAWNEE, KS 66226-2287

Compliance Group 1

 2011 Compliance Period Ending :
 Thursday, June 30, 2011
COMPLIANCE PERIOD ENDING: June 30, 2011**COMPLIANT**

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Course Date	Provider	Course Name	Total Credits	Posted Credits 2011	Carry Forward	Excess Credits
01/15/2010	KBA	Government Law CLE	3.00S	3.00S		
06/24/2010	KBA	Ethics for Good XI	* 2.00E	1.00E		
09/20/2010	City of Wichita Dept of Law	DUIs in the Public Eye	2.00E	2.00E		
09/20/2010	City of Wichita Dept of Law	DUIs in the Public Eye	12.00S	6.00S	6.00S	
03/02/2011	Johnson Co Bar Assn	2011 Herbert W Walton Bench/Bar Conference	3.00S		3.00S	
05/04/2011	KC Metropolitan Bar Assn	Changes Happening NOW in KCMO Municipal Court	1.00S		1.00S	
06/22/2011	Johnson Co Bar Assn	DUI Case Law & Legislative Update	1.00S			1.00S

* = All/Partial Credits were posted to a prior period

If you do not see a course posted to your record, it may not have been submitted to our office.

Requirements Met or Waived: Y

Total Hours Required: 0

Hours Required By: 6/30/2011

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Thursday, July 11, 2013

KAREN JAMES TORLINE
23902 W 50TH TER
SHAWNEE, KS 66226-2287

Compliance Group 1

2012 Compliance Period Ending :
Saturday, June 30, 2012

COMPLIANCE PERIOD ENDING: June 30, 2012

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Course Date	Provider	Course Name	Total Credits	Posted Credits 2012	Carry Forward	Excess Credits
09/20/2010	City of Wichita Dept of Law	DUIs in the Public Eye	* 12.00S	6.00S		
03/02/2011	Johnson Co Bar Assn	2011 Herbert W Walton Bench/Bar Conference	3.00S	3.00S		
05/04/2011	KC Metropolitan Bar Assn	Changes Happening NOW in KCMO Municipal Court	1.00S	1.00S		
10/10/2011	KS County & District Attys Assn	2011 Fall Conference	2.00E	2.00E		
10/10/2011	KS County & District Attys Assn	2011 Fall Conference	1.00S		1.00S	
03/07/2012	Johnson Co Bar Assn	2012 Bench/Bar Conference	1.00E		1.00E	
03/07/2012	Johnson Co Bar Assn	2012 Bench/Bar Conference	4.00S		4.00S	
03/27/2012	KBA	Best Practices & Risk Management for Nonprofit Boards	1.00SD		1.00SD	
04/30/2012	KS Supreme Court	2012 Municipal Court Judges' Conference	3.00E		3.00E	
04/30/2012	KS Supreme Court	2012 Municipal Court Judges' Conference	9.00S			9.00S
05/31/2012	KS Attorney General-Nontraditional	DUI Law Updates	1.00SD			1.00SD

* = All/Partial Credits were posted to a prior period

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Requirements Met or Waived: Y
Total Hours Required: 0
Hours Required By: 6/30/2012

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Thursday, July 11, 2013

KAREN JAMES TORLINE
23902 W 50TH TER
SHAWNEE, KS 66226-2287

Compliance Group 1

2013 Compliance Period Ending :
Sunday, June 30, 2013

COMPLIANCE PERIOD ENDING: June 30, 2013

COMPLIANT

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Course Date	Provider	Course Name	Total Credits	Posted Credits 2013	Carry Forward	Excess Credits
10/10/2011	KS County & District Attys Assn	2011 Fall Conference	1.00S	1.00S		
03/07/2012	Johnson Co Bar Assn	2012 Bench/Bar Conference	1.00E	1.00E		
03/07/2012	Johnson Co Bar Assn	2012 Bench/Bar Conference	4.00S	4.00S		
03/27/2012	KBA	Best Practices & Risk Management for Nonprofit Boards	1.00SD	1.00SD		
04/30/2012	KS Supreme Court	2012 Municipal Court Judges' Conference	3.00E	3.00E		
10/03/2012	Johnson Co Bar Assn	KS SC CLE Roundtable on Oral Argument	1.50S		1.50S	
10/16/2012	Inst for Court Management	Fundamental Issues of Caseload Management	19.50S		8.50S	11.00S
10/20/2012	Internatl Municipal Lawyers Assn	2012 Code Enforcement Program	4.00S			4.00S
04/22/2013	KS Supreme Court	Municipal Court Judges Conference	3.00E	2.00E		1.00E
04/22/2013	KS Supreme Court	Municipal Court Judges Conference	8.00S			8.00S
05/01/2013	Johnson Co Bar Assn	Young Lawyers Section CLE	1.00E			1.00E
05/01/2013	Johnson Co Bar Assn	Young Lawyers Section CLE	2.00S			2.00S
05/10/2013	Ofc of Disciplinary Administrator	Disciplinary Investigator's Conference	3.00E			3.00E
06/28/2013	KS Legal Servs	Guardian ad Litem Training	2.00E			2.00E
06/28/2013	KS Legal Servs	Guardian ad Litem Training	4.00S			4.00S

If you do not see a course posted to your record, it may not have been submitted to our office.

Requirements Met or Waived: Y
Total Hours Required: 0
Hours Required By: 6/30/2013

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No. 10-105389-A

IN THE COURT OF APPEALS

OF THE

STATE OF KANSAS

THE CITY OF SHAWNEE, KANSAS

Plaintiff/Appellee,

v.

TODD VALLE,

Defendant/Appellant

BRIEF OF PLAINTIFF/APPELLEE

Appeal from the District Court of Johnson County, Kansas

The Honorable John P. Bennett, Judge of the Johnson County District Court

District Court Case No. 10CR00647

Karen L. Torline, #15615
Attorney for Plaintiff/Appellee
City of Shawnee
5860 Renner Rd.
Shawnee, KS
Tel. 913-742-6907
Fax. 913-962-0983

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NATURE OF THE CASE

This case originated in Shawnee Municipal Court, where the defendant was convicted of battery and subsequently appealed to District Court. This is an appeal from the Johnson County District Court following a conviction by jury of a charge of battery. Defendant filed this appeal pursuant to K.S.A. 22-3601.

ISSUES ON APPEAL

1. Whether the defendant was properly advised by the court of his Fifth Amendment right to remain silent and right to testify.
2. Whether the defendant was permitted to present a lawful defense without interference from the trial court.
3. Whether the district court erred by not instructing on self-defense.

FACTS

The defendant was charged with battery in Shawnee Municipal Court for an offense that occurred July 20, 2009. He was convicted following a trial, and filed a timely appeal to the Johnson County District Court. (Vol. I, p.8). Defendant then proceeded to jury trial on October 4, 2010. (Vol. V.)

During pretrial proceedings, counsel for both sides provided the Court with their proposed jury instructions. (Vol. I, p. 10-25; Vol. II, p. 2). There was no conversation at that time about the proposed jury instructions. (Vol. II, p. 3). Included in the proposed

instructions for the defense was a self-defense instruction. (Vol. I, p. 63). The following Monday, the day of trial, the prosecutor addressed the Court, objecting to the proposed jury instruction of the defense concerning self-defense, and requested a ruling from the Court that the defense be precluded from referring to self-defense in his opening. (Vol. V., p. 4-12). The prosecutor objected to the giving of that instruction based, at that time, on the fact that the evidence would show that the defendant was the initial aggressor and was precluded by statute from claiming self-defense. (Vol. V., p. 5-8). Defendant was told by the Judge during the pretrial conference that he must assert a self-defense claim in order to receive a self-defense instruction, to which the defendant agreed. (Vol. V., p. 10). Defendant testified on his own behalf, but did not testify that the incident was self-defense. In fact, defendant gave a play-by-play of the incident, during which time he indicated he had done absolutely nothing to the victim, even in self-defense. (Vol. V., p. 228-255). Defendant was convicted of the battery charge, sentenced accordingly, and filed a timely notice of appeal. (Vol. I, p. 26). Additional facts will be discussed as necessary.

ARGUMENTS AND AUTHORITIES

1. **The District Court properly advised the defendant of his Fifth Amendment right to remain silent and right to testify.**

The appellate standard of review on this issue is de novo. State v. Carter, 284 Kan. 312, 160 P.3d 457 (2007).

During a pre-trial hearing, defense had submitted a request for a self-defense jury instruction, P.I.K. 54-17. (Vol. V., p. 4). The prosecutor indicated that based upon the evidence that she believes will be presented, that the defendant is the initial aggressor, and therefore, he should not be entitled to a self-defense instruction. (Vol. V., p.5-8). The Judge then asks the defense: "The evidence of the self-defense, is (sic) there only two people that are witnesses to this?" (Vol. V., p.8) Defense attorney responds "That's correct." (Vol. V., p. 9). Judge Bennett responds "So your client's got to testify?" (Vol. V., p. 9) and counsel for defense replies "He's going to testify." (Vol. V., p. 9). The Judge's response is correct when he then says "All right. Assuming that he's going to testify, I think I can't rule on this until I hear the evidence." (Vol. V., p.9).

The Judge tells the defendant that "(T)he self-defense that you're going to claim is going to be based upon your evidence, not the City's evidence." (Vol. V., p. 9). Later, while still discussing this same issue, defense counsel says "Mr. Valle, it's your full intent to testify, correct?" (Vol. V., p.10). Mr. Valle says "Yes" and Ms. Durrett, defense counsel, tells the court "We've discussed this at length." (Vol. V., p. 10).

The basis for the entire conversation is the concern of the city that the defense will refer in opening to self-defense, which the city believes cannot be supported by the evidence. (Vol. V., p. 10).

This entire conversation concerning whether the defendant will testify is completely appropriate, given the fact that the defense included a self-defense instruction in their packet of proposed instructions, and the prosecutor's concerns about the opening statement of the defense. The Judge is making it clear to the

defendant that he is not able to get that instruction unless the testimony supports its giving. Further, the Judge makes it clear that he is not able to rule upon the issue of whether the defendant is entitled to that instruction until he hears the testimony. (Vol. V., p. 9).

Prior to the start of the trial, the trial court is told five (5) times very specifically by both defense counsel and the defendant himself that the defendant is going to testify. (Vol. V., p. 9-11). In fact, at one point, the defense attorney interrupts the Judge when he is explaining that IF the defendant hasn't decided yet whether to testify, then defense counsel needs to wait and not refer to that issue in opening statement, when the attorney says "It's decided." (Vol. V., p. 10). The statements made by the court are all based upon the fact that whether the incident was self-defense is going to come down to the testimony of the victim versus the testimony of the defendant. (Vol. V., p.8). The Judge then assumes that the victim is certainly not going to testify that the defendant was acting in self-defense, and that therefore, the only other logical person that evidence could come from is the defendant himself, in which case, the defendant would be indicating that he is going to testify. (Vol. V., p. 9). The statements made by the Judge, when taken as a whole with the reason for the discussion, are appropriate. The entire conversation is in the context of whether the defense can refer to self-defense in its opening, and that the Court must wait until the close of the evidence to rule upon the self-defense instruction.

The law does not require the defendant to testify in order to get a self-defense instruction. The law allows for such an instruction if any evidence, however small, is

presented in support. "It is the duty of the trial court to instruct the jury on self-defense so long as there is any evidence tending to establish self-defense, although the evidence may be slight and may consist solely of the defendant's testimony." State v. Sims, 265 Kan. 166, 960 P.2d 1271 (1998). If there is evidence at trial that supports its giving, regardless of where that evidence comes from, the instruction should be given. There is no requirement that it come directly from the defendant.

However, in this case, the Judge specifically asks the defendant, early in the discussion, whether he is correct in assuming that there are only two witnesses to this offense, the victim and the defendant. (Vol. V., p. 8). The answer from the defense is "That's correct." (Vol. V., p. 9). So from that point on, the Court knows, because he has been told by the defendant, that no one other than the defendant himself is going to offer evidence of self-defense. Hence, the conversation about whether the defendant will testify. Therefore, the statements of the Judge were not improper.

2. Defendant was permitted to present a defense without interference from the trial judge.

When a criminal defendant claims that a trial judge has interfered with his constitutional right to present a defense, an appellate court reviews that issue de novo. State v. Carter, 284 Kan. 312, 160 P.3d 457 (2007). However, it is the position of appellee that this issue was not properly preserved for appeal. In State v. Miller, 177 P.3d 1011 (2008), this Court addressed an issue concerning whether the defendant in that situation was forced to choose between exercising his Fifth Amendment privilege against self-incrimination, and exercising his Sixth Amendment right to present his

theory of self-defense. Although Miller is unpublished, it is very factually close to our facts, in that there was a conversation with the Judge that is similar to the conversation that took place in our case. In Miller, this Court said “Even though Miller failed to claim at trial that he was forced to testify, he properly preserved this issue for appeal by filing a motion for a new trial based on this issue. See State v. Rojas, 280 Kan. 931, 932, 127 P.3d 247 (2006).” Miller, WL624629, p.2. This, of course, indicates that the issue of whether one was coerced into testifying by the trial judge must be raised at the trial level prior to appeal in order to preserve the issue for appeal. In Rojas, the defendant raised a sentencing issue, and the Court referred to 3 factors that must be present in order to raise an issue at the appellate level not raised previously, and indicated “There is authority for us to determine an issue not specifically raised (at the trial court level) where only a question of law is involved, the facts are not in dispute, and the issue is determinative of the case.” Rojas at 932. In our case, no post-trial motions were filed by the defendant. (Vol. III and IV, post-trial proceedings). Therefore, this particular issue has not been preserved for appeal.

The Rojas Court indicated that even if an issue is not appropriately preserved for appeal by raising that issue previously with the trial court, it can still be heard by this Court IF the three factors listed above are present. However, those factors are in fact not present here. All three must be present. But this issue is not determinative of this case. In other words, if this Court were in fact convinced that the defendant were in fact coerced by the trial judge into testifying when in fact he didn't want to testify, then this Court would have to find that the coercion determines this case, and that in fact,

the outcome of this case would have been different had the defendant not testified. But if the defendant didn't testify here, which was the only evidence presented by the defense, the outcome would certainly have been the same. He would certainly have been convicted in that situation as well. Therefore, this issue is not appropriately before this Court.

If this Court disagrees with that analysis, and finds this matter appropriately before this Court, then the standard of review to determine whether the defendant was improperly induced to testify would be de novo. State v. Carter, 284 Kan. 312, 160 P.3d 457 (2007). The defendant argues in his brief that the Judge's statements placed the defendant in a position to believe he in fact was required to testify. (Appellant's brief, p. 8). However, the entire pre-trial discussion concerning whether the defendant would testify must be taken in context. The context dealt with the issue of whether the defense was going to be allowed to argue self-defense in its opening statement. (Vol. V., p. 5-11).

Although the statements of the Judge concerning the testimony of the defendant were perhaps lengthier than necessary, they did not improperly inform the defendant that he must testify, thereby influencing him in a decision that was not yet made. To the contrary, the defendant was very clear, on numerous occasions, that that decision was already made and that he would testify. (Vol. V., p. 9-10). His attorney states: "Okay. I'm not planning on leaning heavily on the opening to begin with in the event that Mr. Valle changes his mind. However, I do believe that---My understanding is that he completely intends to testify. With that anticipation----that's always been his

statement. We expect that will happen. (Vol. V., p. 11). Although the law allows that decision to be made at a later time during the trial, the defendant in this case made that decision pre-trial, and repeatedly made clear to the Judge that he was adamant about that decision. (Vol. V., p.5-11). There was no interference by the Judge concerning the defendant's right to present a defense.

3. The District Court did not err by not issuing an instruction on self-defense.

Review of the failure to give an instruction when requested is a question of law which this Court reviews with a de novo standard. State v. Simmons, 45 Kan. App. 2d 491 (2011). However, under the specific facts here, the Defendant never requested an instruction on self-defense. During a pre-trial conference, that instruction was submitted, but there was never a request for the instruction following the presentation of evidence, nor during the discussion on instructions. (Vol. I, p. 10-25; Vol. VI, p. 2-5). Thus, the appellate Court standard of review is a clearly erroneous standard. This Court stated in State v. Valentine, 260 Kan. 431, 433, 921 P.2d 770 (1996): "Absent an instruction request, an appellate court may reverse on the failure to give a jury instruction only if the trial court's failure to instruct was clearly erroneous. The failure to instruct is clearly erroneous only if the reviewing court reaches a firm conviction that absent the alleged error there was a real possibility the jury would have returned a different verdict."

Defendant was not entitled to a self-defense instruction because he didn't admit to committing the offense in a manner of self-defense. The Defendant testified in detail concerning his version of the events. During his testimony, at no time does he ever

indicate that he committed a battery, much less that such occurrence was self-defense. To the contrary, defendant testified that he simply exited his vehicle in order to determine whether there was damage caused by the victim, and that the victim then slammed the car door on his leg, and then struck him in the head as he got out of the vehicle. (Vol. V., p. 233). Defendant proceeded to testify that once the victim struck him, the victim picked him up and threw him on the ground. (Vol. V., p. 234). Defense counsel then says "Okay, when you were on the ground, were you fighting him?" (Vol. V., p. 236). Defendant's response is very telling: "There was basically no fight. He had me in a type of a choke hold as soon as we hit the ground. He had an arm across here and one wrapped around my neck, the back side of my neck and had his arms connected. He was applying pressure in this manner. Both my hands were out to the side." (Vol. V., p. 236). His response to the question "Were you hitting him?" was "No, I did not." (Vol. V., p. 236). He goes on to say "... I wasn't doing nothing (sic) to him. I wanted him to let me up." (Vol. V., p. 237).

The defendant again denies that he did anything at all warranting a self-defense instruction when he was cross examined by the prosecutor, Ms. Ashford. She asks "At what point do you strike Mr. Weber in the head?" (Vol. V., p. 248.) Defendant's response is "I never struck Mr. Weber from the whole time the incident took place. I never hit Mr. Weber, period." (Vol. V., p. 248). And later, Ms. Ashford asks "Okay. It's your indication that you did not wrap your legs around his leg?" (Vol. V., p. 250). His response is "That's accurate, ma'am, yes." She says "You did not squeeze and cause that popping and pain to his knee?" "Absolutely not, ma'am." (Vol. V., p. 250).

In order to rely upon self-defense as a defense, a person must have a belief that the force used was necessary to defend himself and also must show the existence of facts that support such a belief. State v. Childers, 222 Kan. 32, 48, 563, P.2d 999 (1977). It is the duty of the trial court to instruct on self-defense only as long as there is evidence tending to establish the self-defense. State v. Hill, 242 Kan. 68, 78, 744 P.2d 1228 (1987). In this case, there were no facts offered by either party, including the defendant himself when he testified, that indicate his actions were justified by self-defense. In fact, the defendant testified that he took no actions whatsoever against the victim. Further, the self-defense determination requires both a subjective analysis and an objective analysis. State v. Walters, 284 Kan. 1, 8-9, 150 P.3 174 (2007). The second prong is an objective standard and requires a showing that a reasonable person in the defendant's circumstance would have perceived self-defense as necessary. State v. Tyler, 251 Kan. 616, 625, 840 P.2d 413 (1992). Even had the defendant testified that he subjectively felt justified based upon self-defense, which he did not so testify, there still must be an objective analysis, which cannot be met in this case.

In addition, the evidence presented was that the Defendant was the aggressor, and as such, he is precluded by statute from claiming self-defense. K.S.A. 21-3211 (now K.S.A. 21-5222) codifies the right to self-defense and states: "A person is justified in the use of force against another when and to the extent it appears to such person and such person reasonably believes that such use of force is necessary to defend such person or a third person against such other's imminent use of unlawful force." However, K.S.A. 21-3214(3), the initial aggressor statute in place at the time, (now K.S.A. 21-5226)

indicates that the justification for the use of force to defend oneself is not available to a person who: "Otherwise initially provokes the use of force against himself or another, unless: (a) He has reasonable ground to believe that he is in imminent danger of death or great bodily harm, and he has exhausted every reasonable means to escape such danger other than the use of force which is likely to cause death or great bodily harm to the assailant, or (b) In good faith, he withdraws from physical contact with the assailant and indicates clearly to the assailant that he desires to withdraw and terminate the use of force, but the assailant continues or resumes the use of force." See also State v. Jackson, 262 Kan. 119, 936 P.2d 761 (1997).

Both the victim and the defendant testified that the incident began on the roadway, and the defendant followed the victim to his home and yelled and cursed at the victim. (Vol. V., p. 115-117; 227-229). The evidence presented was that although there were numerous opportunities for the defendant to drive away, he did not do so, but in fact, got out of his vehicle even after the victim requested that he leave. (Vol. V., p. 233).

The failure to give this instruction was not clearly erroneous. "Instructions are clearly erroneous only if the reviewing court is firmly convinced there is a real possibility that the jury would have rendered a different verdict if the error had not occurred." State v. Bell, 280 Kan. 358, 365, 121 P.3d 972 (2005); State v. Davis, 275 Kan. 107, 115, 61 P.3d 701 (2003). See also K.S.A. 22-3414(3). Although the defendant was not entitled to the instruction, the jury would not have reached a different verdict had it

been given, in light of the fact that there was no evidence presented supporting self-defense.

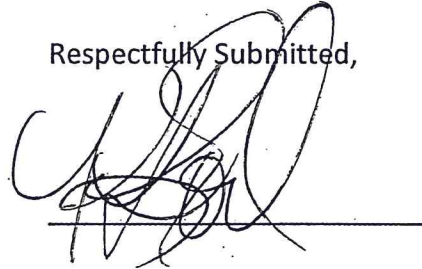
In addition, the simple task of including a self-defense instruction with the proposed jury instructions at the pre-trial conference does not mean that a request for that instruction was made. "No party may assign as error the giving or failure to give a jury instruction, including an instruction on a lesser-included crime, unless the party objects, distinctly stating the matter objected to and the grounds for the objection before the jury retires, unless the instruction is clearly erroneous." K.S.A. 22-3414(3). See also State v. Carter, 284 Kan. 312, 160 P.3d 457 (2007).

CONCLUSION

The defendant's decision to testify was clearly made before the trial began, and the statements of the trial judge did not influence that decision in any way. Therefore, defendant was not precluded from presenting his defense.

In addition, in light of both reasons under the law that indicate the defendant was not entitled to a self-defense instruction, that he was the initial aggressor as well as the fact that no evidence was presented supporting self-defense, the defense did not renew his request for a self-defense instruction at the close of the evidence, and such instruction is not warranted. Defendant is not entitled to that instruction, and there was no error on the part of the District Court for failing to give it. The fact that the trial court did not provide this instruction to the jury is not clearly erroneous, and defendant's request for a reversal of the conviction, or for a remand for a new trial, should be denied.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'K. Torline', written over a horizontal line.

Karen L. Torline, #15615
Attorney for Plaintiff/Appellee
City of Shawnee
5860 Renner Rd.
Shawnee, KS
Tel. 913-742-6907
Fax. 913-962-0983

CERTIFICATE OF SERVICE

I, Karen L. Torline, do hereby certify that a true and correct copy of the above
Brief of Appellee was mailed first class mail, postage prepaid, on this 14th day of
November, 2011, to:

Office of the Kansas Attorney General
120 SW 10th Ave.
Topeka, KS 66612-1597

Catherine Zigtema
Attorney for Appellant

Maughan & Maughan LC
8700 Monrovia, Suite 310
Lenexa KS 66215



Karen L. Torline #15615



October 26, 2016

VIA ELECTRONIC MAIL: kmoody@roelandpark.org

CONFIDENTIAL

City of Roeland Park
c/o Keith Moody, City Administrator
4600 West 51st Street
Roeland Park, Kansas 66205

Re: Engagement of Zerger & Mauer LLP

Dear Mr. Moody:

We are pleased that you have chosen to engage Zerger & Mauer LLP to provide legal services to the City of Roeland Park as City Attorney and in connection with such other matters that we mutually agree to undertake. Consistent with our practice, this letter and the attached Engagement Terms and Billing Practices (the "Terms") set forth the terms of our engagement. The Terms is important and is provided to our clients so that they understand in advance how various issues will be handled.

Our fees for legal services typically are based on the time we spend on the engagement. In the event the nature of the services requested justifies a departure from that approach, we welcome the opportunity to discuss alternative arrangements, including flat fee or contingency arrangements. We separately charge for expenses and other charges incurred in connection with rendering our services, all as described in the Terms.

Our billing statements are normally rendered on a monthly basis and are due and payable upon receipt. We endeavor to include expenses and other charges in the statement for the month in which they are incurred. On occasion, however, accounting for certain expenses and charges may be delayed, in which case late-posted items will be billed on the next regular statement. Zerger & Mauer reserves the right to charge a late payment penalty in the form of interest on any statements not paid within 30 days of the statement date at the legal rate of interest.

Our attorney-client relationship is one of mutual trust and confidence. We do our best to see to it that our clients are satisfied not only with our services but also with the fees charged for those services. Whenever you have any questions or comments regarding our services or fees, you should contact me or any other attorney in Zerger & Mauer with whom you are working. We also encourage you to inquire about any matters relating to our fee arrangements or monthly statements that are in any way unclear.

We appreciate the confidence you have placed in us and look forward to working with you. If this letter and the Terms correctly set forth our mutual understanding, please sign and date the enclosed copy of this letter and return it to us with the attached Terms.

Very truly yours,



Steven E. Mauer

**THIS CONTRACT CONTAINS A BINDING
ARBITRATION PROVISION WHICH MAY
BE ENFORCED BY THE PARTIES.**

THESE TERMS INCLUDING THE ATTACHED
ENGAGEMENT TERMS AND BILLING PRACTICES
ARE APPROVED.

DATED: 6/1/16

CITY OF ROELAND PARK, KANSAS


By: _____
Its Authorized Representative

ENGAGEMENT TERMS AND BILLING PRACTICES

Fees. Our general policy is to calculate fees for legal services on the basis of a rate for each lawyer and legal assistant engaged in providing such services, multiplied by the number of hours (or fractions thereof, in increments of one-fourth of one hour) devoted to the rendering of such services by each such lawyer or legal assistant.

In serving the client we attempt to utilize those lawyers and legal assistants having the lowest hourly billing rates commensurate with the legal knowledge and level of experience required in order to achieve the client's objective. The selection of those lawyers and legal assistants who will render services will be made by the lawyer having overall supervisory responsibility for each engagement, taking into consideration the nature of the engagement, the degree of legal experience and knowledge required in order to achieve the client's objective, the availability of lawyers and legal assistants to work on the engagement and their hourly billing rates.

We agree to a special rate of \$190 per hour for all timekeepers. Our hourly billing rates may be adjusted periodically. The timekeepers you may expect to work on your matters include the following: Steven E. Mauer, Heather S. Esau Zerger and J.D. Moore, all Partners; Jessica James and Jessie Fox, both Associates.

When we provide services which are of special value or which require unusual sophistication, we reserve the right to charge an amount that exceeds the standard rate of the professionals involved multiplied times the number of hours devoted to the rendering of services. We will discuss with you in advance any circumstances where such an increase may be appropriate.

Deposits. Any deposits that we receive from you will be placed in our client trust account on your behalf and are refundable to the extent not subject to disbursement. We are not requesting a deposit from the City of Roeland Park. However, any funds we might receive on your behalf will be placed by us in our unsegregated trust account with our bank in Kansas. Interest earned on that account, pursuant to Missouri Supreme Court Rule, is paid to the Missouri Lawyer Trust Account Foundation to be used for providing civil legal assistance to low-income individuals, improving the administration of justice and promoting such other programs for the benefit of the public approved by the Supreme Court.

Deposits are received with the understanding that we are expressly authorized to withdraw from the trust account the sums necessary to pay for services as they are performed and expenses as they are incurred. You will be notified in writing of the amounts applied or withdrawn, and you will also be provided with a statement explaining the services rendered and costs incurred. If the charges for services and costs exceed the balance on deposit, the statement will show the excess due and payable. We may also request additional deposits to cover further services and costs, if circumstances warrant. When our services are completed, you will receive a final invoice. Any remaining balance after payment of our final invoice will be returned to you.

Representation in Other Matters. Zerger & Mauer represents many other companies and individuals. To avoid any misunderstanding in connection with our current (and any future) engagement for you, we confirm that we have not been asked to act as counsel for any subsidiary, parent, affiliated entity or individual as a result of our acting as counsel to you. Any such relationship, if undertaken by us with any such other entity or individual, must be separately entered into.

Litigation and Dispute Resolution Matters. The outcome, cost and the course of most litigation matters cannot be predicted. Should you ever have questions or concerns, we encourage you to contact us. Your timely and full cooperation and assistance will play a critical role in our efforts. You always retain the right to determine whether a compromise should be pursued and accepted, or, alternatively, whether the matter should be pursued to an adjudication on the merits at trial and thereafter to an appeal. While we cannot

assure you that there will not be an adverse outcome, our efforts always are directed toward obtaining the most satisfactory resolution of this matter for you that is possible.

Termination of Engagement. You may terminate our engagement with or without cause at any time on written notice to us. Termination of our services will not affect your responsibility to pay for legal services rendered and all expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the Kansas Rules of Professional Conduct, including your failure to promptly pay our bills, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. This letter constitutes reasonable warning that we will withdraw from representing you in this matter if you fail substantially to fulfill an obligation to us regarding our services. Other grounds for terminating our representation are set forth in Rule 1.16 of the Kansas Rules of Professional Conduct, a copy of which we will provide you on request. We may request a stipulation executed by you allowing us to withdraw as your attorney in any judicial, arbitration or similar proceedings, in which event you agree in advance to our withdrawal.

Our attorney-client relationship will also terminate when a matter for which Zerger & Mauer was hired has been completed, whether or not our bill to you for services has been rendered or paid. Upon termination of our relationship, Zerger & Mauer has no duty to accept new engagements or to continue representation in any matters unless mutually agreed in writing.

Future Representation. In the event our engagement necessitates that we prepare an agreement which provides for ongoing rights and obligations on your part, a dispute concerning the interpretation or enforceability of that agreement may subsequently arise after our engagement has been terminated. In the absence of our express written agreement, you may not assume that Zerger & Mauer will continue to be free to represent you in a future dispute concerning such agreement.

Retention of Files. Generally, we keep each client's legal files for ten years after we close the file. After ten years, we destroy those files unless the client tells us otherwise. If you want us to keep your files for a longer period of time, please tell us.

Expectations of Representation. Zerger & Mauer anticipates that Steven E. Mauer will attend regularly scheduled meetings and workshops of the City Council and meetings of the Planning Commission and Board of Zoning Adjustment. In the event Mr. Mauer is unavailable, another lawyer from Zerger & Mauer will attend the meeting in his absence. Zerger & Mauer recognizes that as a municipal client, the City often has urgent needs for legal advice. Thus, Zerger & Mauer will endeavor to respond to inquiries from Roeland Park, within 24 hours and commits that Roeland Park is a priority client for the Firm.

Arbitration of Dispute. Should any dispute arise between us, including but not limited to disputes concerning your obligations to us, the services provided to you by us or the statements forwarded to you, as well as any alleged claims for legal malpractice, breach of fiduciary duty, breach of contract or other claim against Zerger & Mauer for any alleged inadequacy of such services, the dispute will be settled by arbitration. The arbitration shall be heard in the City of Kansas City by a panel of three arbitrators, all of whom must be practicing attorneys in that city, with one arbitrator to be selected by each party and the third to be chosen by the two arbitrators selected by the parties. The arbitrators may establish such rules for the conduct of the arbitration as they may choose, except that there shall be no discovery and any proceedings conducted shall be private and confidential and shall not be disclosed to the public by either the arbitrators or the parties to the arbitration. The award of the arbitrators must be by a majority vote and shall be final and binding, not

subject to challenge by either party in any court of law. Each party shall bear its own costs of the arbitration and shall pay one-half of the costs of the proceeding.

Charges. Our statements to our clients are normally rendered on a monthly basis, and ordinarily include certain charges other than fees for legal services. These charges may include third-party expenses (such as filing fees, court reports and travel) and internal expenses. Clients may be asked to pay larger third-party invoices directly. Other third-party expenses will be added to our bills with no markup. Zerger & Mauer has elected to charge for certain support activities on the basis of each client's individual use instead of covering them in its hourly rates for fee earners. The internal charges will be billed in the following way:

Facsimile: Clients are charged \$1.00 per page plus the telephone expense for outgoing faxes. There is no charge for incoming faxes.

Mail: Clients are charged the actual cost of postage, express mail and bulk mailings, as well as air express couriers. However, there is no charge for invoices sent to the client by regular mail.

Messengers: Clients are charged the actual costs of outside messenger service. In some instances, Zerger & Mauer personnel may be used in lieu of an outside messenger service to reduce delivery time. In those cases, delivery charges are competitive with those of the outside messenger.

Overtime: Staff overtime is charged only when required by the time constraints of the specific project.

Reproduction Costs:

Copies – Zerger & Mauer charges \$.20 per page for regular copies, \$.75 per page for color copies. Copying by outside vendors when required by size or time constraints of the specific project is charged at actual cost.

Computer Research: Zerger & Mauer uses Westlaw computer-assisted research. We bill clients at the vendor's regular rates to third parties without discount.

Long-Distance Telephone Calls: Long distance calls are billed at direct dial rates to third parties without discount.

Applicable Law. Our attorney-client relationship will be governed by Kansas law, including the Kansas Rules of Professional Conduct.



Zerger | Mauer^{LLP}

ZERGER & MAUER LLP

1100 Main Street, Suite 2100

Kansas City, Missouri 64105

Telephone: 816-759-3300

Facsimile: 816-759-3399

www.zergermauer.com

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INTRODUCTION

Thank you for the opportunity to present this proposal for services to the City of Roeland Park. A large portion of our practice at Zerger & Mauer LLP involves representation of municipalities like the City of Roeland Park. We also represent Administrative Agencies, Park Departments and School Districts. As former “big firm” lawyers, we have broad and deep expertise on which our clients rely to aid them in solving their most challenging legal and operational problems. At the same time, our clients get the personal attention unique to small firms. We strive to be partners with our clients, gaining a thorough understanding of our clients’ needs. For our City clients, we look at ourselves as additional staff members, available to pitch in on any project. Zerger & Mauer LLP’s practice is designed to ensure our clients’ interests are protected across the board.

Zerger & Mauer LLP’s partners are supported by excellent associates and staff, working together to ensure the best possible outcome. We embrace every opportunity to improve, staying current on developments in the law. Effective problem solving takes more than pure legal analysis; it requires practical, real world experience. At Zerger & Mauer LLP, our collective legal experience permits delivery of both creative and practical strategies and solutions.

SUMMARY OF PROPOSAL

- For over two decades, the Zerger & Mauer lawyers have provided municipalities with experienced legal counsel. Our City clients include Mission Woods, Lenexa, Overland Park, Harrisonville, Buckner, Freeman, Kansas City, Lee's Summit, Blue Springs, Independence and St. Louis.
- Steven E. Mauer of Zerger & Mauer LLP served as City Attorney for Harrisonville, Missouri for 20 years. He has served as City Attorney in Buckner, Missouri for 18 years. Based on this experience, we can respond to the City's legal needs without additional "cost" or paying for "learning" time.
- Heather S. Esau Zerger also serves as City Attorney for Mission Woods, Kansas. Ms. Zerger's experience as an employment attorney serves as an added value to municipal clients in connection with human resources, labor and staffing issues.
- Zerger & Mauer LLP can provide counsel experienced in all types of specialized legal issues, including: employment matters; commercial disputes; personal injury actions; bankruptcy claims; civil rights suits; wrongful death actions; workers compensation hearings; wrongful termination claims; Federal and State administrative actions; environmental suits; utility regulatory hearings; real estate, construction and development; zoning variances; nuisance claims; and general property disputes.
- Besides representing municipalities, Zerger & Mauer LLP represents many major corporations in the Kansas City metropolitan area.

FIRM EXPERIENCE

The attorneys at Zerger & Mauer LLP have been representing municipalities as City Attorney for over twenty years. The legal needs of Roeland Park are very similar to the legal services Zerger & Mauer LLP currently provides to other cities. For these Cities, we handle all types of legal needs, including: litigation disputes, research of legal questions, economic development plans, and administrative matters. Due to these long-standing relationships, our attorneys are familiar with the requirements for your community.

We believe Zerger & Mauer LLP is uniquely positioned to provide legal services to the City of Roeland Park. For example, we can assist you with your economic development and community betterment projects. Zerger & Mauer LLP has worked extensively to attract new industries to city clients, open new retail centers and residential development projects. Another example would be that the attorneys at Zerger & Mauer LLP have served as legal counsel for the TIF commission of Kansas City and handled all of the eminent domain proceedings for the Kansas City Downtown Redevelopment Project, which includes the H&R Block and Cordish Development areas. We assisted cities in establishing their own TIF Commission. Zerger & Mauer LLP has assisted several of its current city clients in preparing new zoning codes and revising their City Master Plans.

In Johnson County, and around the country, we can provide the City with experienced litigation counsel. Zerger & Mauer LLP's attorneys have successfully defended all types of legal claims. The attorneys at Zerger & Mauer LLP have represented municipalities in lawsuits throughout Kansas for many years. Zerger & Mauer LLP provides this service with an experienced team of attorneys, legal assistants and staff members.

As plaintiff's counsel, Zerger & Mauer LLP attorneys have won jury verdicts in excess of ten million dollars. As defense counsel, they have fought off claims for similar amounts. They have handled appeals on all levels of federal and state courts, including the Supreme Court of Kansas. In business matters, Zerger & Mauer LLP's attorneys have provided the experience and guidance necessary to allow our clients to flourish and become the biggest in their respective industries.

EXPERTISE IN MUNICIPAL LAW

MISSION WOODS, KANSAS

Zerger & Mauer LLP serves as City Attorney for Mission Woods, Kansas. Although smaller than Roeland Park, Mission Woods experiences many of the same issues. As City Attorney, we have helped the City navigate new development challenges, redevelopment projects, and numerous code compliance concerns. We review ordinances and attend City Council meetings and other zoning meetings. We serve as Board Secretary and prepare minutes for all meetings.

HARRISONVILLE, MISSOURI

Zerger & Mauer LLP provided the City of Harrisonville with a team of attorneys to meet all of its needs. As a combined effort, Zerger & Mauer LLP attorneys have: assisted the City with all aspects of construction and funding of an \$11,000,000 community center; rewritten the City's personnel manual to comply with FMLA and other applicable statutes; defended employment claims; provided employee and supervisor training; conducted harassment and other employment investigations; filed condemnation actions and prosecuted them to completion; defended the City in a breach of contract; negotiated numerous franchise agreements and prepared numerous contracts for City services and materials; prepared specific ordinances governing City procedures; and generally responded to inquiries from the City Council, department directors, and the City Administrator.

BUCKNER, MISSOURI

For the City of Buckner, Missouri, Zerger & Mauer LLP reviews all City ordinances and prepares contracts and legal opinions for the City as needed. We work closely with the City on all employment and litigation related matters, environmental issues, and other legal concerns. We assisted the City with a \$7,000,00 financing project involving the issuance of industrial development notes, which resulted in the reconstruction and reopening of the City's largest employer, Great Southern Wood. Zerger & Mauer LLP is working closely with the City on several zoning, land use and administrative issues. We also assisted in construction of a new City Hall, Police Department, and redevelopment of the Historic Downtown area.

INDEPENDENCE, MISSOURI

For several years, Zerger & Mauer LLP has served as primary litigation counsel for the City of Independence. Whether the City is plaintiff or defendant, Zerger & Mauer LLP is its counsel. Steven E. Mauer has been the primary client contact for Independence. In this capacity, he has represented

the City in all types of matters, including: excessive force complaints involving police officers and jail personnel; breach of contract; wrongful termination, including alleged age discrimination; territorial disputes for the Power & Light Department; easement acquisition and disputes; construction disputes for the Public Works Department; personnel board appearances involving employee termination; property code enforcement in conjunction with the Community Development Department; defense of economic development activities, including TIF Agreements; Sunshine Law disputes; and, a variety of other matters.

ADDITIONAL CITIES

The attorneys at Zerger & Mauer LLP have also provided representation to numerous municipalities for a variety of projects and cases. This representation includes high profile litigation, such as representing the TIF Commission of Kansas City and the Downtown Redevelopment Project. Zerger & Mauer LLP has represented the City of Lee's Summit and the City of Lenexa, Kansas in various matters, including property disputes. Finally, Zerger & Mauer LLP's attorneys have represented the City of Overland Park in cases involving charges of civil rights violations by police officers.

RESUMES & QUALIFICATIONS

Zerger & Mauer LLP would be pleased to be considered as counsel to the City of Roeland Park. The primary contact person will be:

Steven E. Mauer, Esq.
1100 Main Street, Suite 2100
Kansas City, Missouri 64105
816-759-3300 – Office
816-674-3244 – Mobile
816-759-3399 – Facsimile
913-857-0512 – Home

Mr. Mauer is a founding partner of Zerger & Mauer LLP. Mr. Mauer graduated with honors from Drake Law School in May, 1987 and immediately began practicing in the Kansas City area. He joined Bryan Cave LLP in November 1989 as an associate and was promoted to partner on January 1, 1996. On April 4, 2011, he, along with Heather Zerger, founded Zerger & Mauer LLP.

Mr. Mauer has a substantial practice focusing on the representation of municipalities. Currently, Mr. Mauer serves as the City Attorney for Freeman, Missouri and Buckner, Missouri. For the past twenty-one years, Mr. Mauer has been the primary outside legal counsel to the City of Independence, Missouri. Mr. Mauer has also represented Lenexa, Kansas and Lee's Summit, Missouri.

During his service to these municipalities, Mr. Mauer has provided all types of legal advice. He has prepared and negotiated contracts; mediated disputes; attended personnel grievances hearings; served as litigation counsel in all types of disputes; revised employee manuals; prepared ordinances; and drafted municipal procedures. In sum, Mr. Mauer has handled almost all matters that could be confronted by a Kansas municipality.

In addition to his service as an attorney, Mr. Mauer has received the following awards and recognitions:

Bar Admissions -

State Bar of Missouri
State of Kansas
Federal District Court Western District of Missouri
Eighth Circuit Court of Appeals
Federal District Court of Kansas
Tenth Circuit Court of Appeals

Honors and Activities -

US News “Best Lawyers in America”, every year from 2009
Ingram’s Magazine “Super Lawyer”
City Attorneys Association of Kansas – Speaker and Award Recipient
Missouri Municipal Attorneys Association – Program Speaker
Missouri Municipal League – Program Speaker
Centerpoint Medical Center – Chairman of Board
Pathway Academy (urban Kansas City charter school) – Chairman
Sunshine Center School for Developmentally Handicapped Children – Chairman
Bi-County United Way – Chairman
Lenexa Chamber of Commerce
Independence Public Schools Ambassador Award
Legacy Foundation – Founder and Officer

ADDITIONAL PERSONNEL

To provide legal services to the City of Roeland Park, the following attorneys will assist Mr. Mauer:

1. Heather S. Esau Zerger

J.D., *Cum Laude*, University of Minnesota, 1999

B.A., *Summa Cum Laude*, Bethel College, 1996

Ms. Zerger is admitted to the Bar organizations of Missouri and Kansas. Ms. Zerger is admitted to practice before the Supreme Court of the State of Missouri, the Supreme Court of the State of Kansas, and the United States District Court for the Western District of Missouri.

Ms. Zerger has been one of the primary contacts for each of our municipal clients for several years. She attends Board of Aldermen meetings and is familiar with municipal procedures. Ms. Zerger has experience drafting ordinances and municipal contracts, as well as issues regarding the Sunshine Law and zoning. Ms. Zerger also has experience with commercial lending and real estate development matters, including: land acquisition, financing, rezoning, land use matters, negotiating and drafting development agreements, and survey and title related issues.

Honors and Activities -

Ingram’s Magazine “Super Lawyer” and “Rising Star”
Kansas Bar Association
Kansas City Metropolitan Bar Association
Missouri Bar Association
Bethel College – Board of Directors

2. Jessica B. James

J.D., *Cum Laude*, University of Missouri – Kansas City, 2009

B.A., University of Kansas, 2004

Ms. James is admitted to the Bar organizations of Missouri and Kansas, as well as the United States District Court for the Western District of Missouri and the District of Kansas, and the United States Bankruptcy Court for the State of Kansas. Prior to joining Zerger & Mauer, Ms. James served as the judicial law clerk for the Hon. W. Stephen Nixon and the Hon. J. Dale Youngs in the 16th Circuit Court of Jackson County, Missouri.

Activities. –

Kansas City Metropolitan Bar Association

Association for Women Lawyers of Greater Kansas City

3. Jessie E. Fox

J.D., University of Missouri, 2010

B.A., *Cum Laude*, University of Missouri, 2007

Ms. Fox is admitted to the Bar organizations of Missouri and Kansas. Ms. Fox is also admitted to practice before the United States District Court for the Western District of Missouri and the District of Kansas. Ms. Fox previously served as the judicial law clerk for the Hon. Jack R. Grate, Jr. in the 16th Circuit Court of Jackson County, Missouri.

Activities -

Kansas City Metropolitan Bar Association

Association for Women Lawyers of Greater Kansas City

AWLF Connections Mentorship Program

COMPENSATION AND BILLING PRACTICES

Zerger & Mauer LLP actively works with clients to develop fee arrangements that reflect factors such as value, complexity, risk/exposure, and innovation, when such arrangements benefit both parties. We are willing to discuss a variety of fee arrangements to serve the City of Roeland Park. The majority of the representations we undertake for clients are based on an hourly rate. This system is often the most economical and advantageous. We propose a blended standard hourly rate for the City, which would be \$190.00 for each attorney. This is the same rate we charge to other City clients.

We are very flexible in our billing arrangements. For example, in the past we have agreed to the regular rate for each attorney. For other cities, we have a regular monthly retainer for all routine services (i.e. telephone consultations, meeting attendance, etc.). However, when we are engaged in special projects (i.e. litigation, contract drafting or other non-routine matters), we bill at an hourly rate. We would be happy to discuss legal rates with you at your convenience.

AVAILABILITY

Attorneys from Zerger & Mauer LLP are available to attend all regular meetings of the City. We will also make ourselves available to attend special meetings upon request. We regularly provide this service to other City clients and are able to attend the City's regular meetings.

We encourage our clients to contact us by phone or email whenever a question arises. Most often, we can simply answer the question so that the City project can continue uninterrupted by legal review. When more time is required, Zerger & Mauer strives to respond to all inquiries within twenty-four hours.

CONFLICT OF INTEREST

We are unaware of any current conflict with the City of Roeland Park. Given our extensive representation of municipalities and public entities, Zerger & Mauer LLP does not routinely take matters which would create a conflict of interest. In the event any such conflict would arise in the future, Zerger & Mauer LLP would promptly notify the City so that any potential disturbance in our representation would be avoided.

INSURANCE

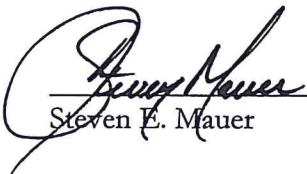
Proof of workers' compensation, comprehensive general liability, and professional liability insurance is provided in Appendix B.

ADDED VALUE FROM ZERGER & MAUER LLP

Zerger & Mauer LLP prides itself on providing top quality advice and solutions with the utmost care and responsiveness. We continually strive to better understand our clients' options and needs. We strive to adapt what we know about municipal governance to better situate our clients in an ever-changing community. We recognize the press of business and budget and are willing to explore alternative fee arrangements and creative partnering to ensure our services add value no matter how small, or how complex, the matter.

We appreciate the opportunity to present this proposal to the City of Roeland Park. We have carefully reviewed the Request for Proposal, understand its instructions, and believe Zerger & Mauer can provide unsurpassed legal services to the City. Let us share why we believe Zerger & Mauer offers the finest legal services available.

Respectfully submitted,



Steven E. Mauer *lp SEC*

APPENDIX A

REFERENCES

CITY OF MISSION WOODS

Zerger & Mauer attorneys have worked extensively with all elected officials but mostly with Mayor Robert Tietze. He can be contacted at: 913-432-0346.

CITY OF HARRISONVILLE

For further information about Zerger & Mauer LLP's representation of Harrisonville, please contact: Kim Hubbard, City Clerk, 816-380-8900.

CITY OF INDEPENDENCE

Mr. Mauer has worked with numerous City officials and department directors. Our primary contact is Dayla Bishop Schwartz, City Attorney, 816-325-7217.

CITY OF BUCKNER

For further information about Zerger & Mauer LLP's representation of Buckner, please contact: Mayor Dan Hickson or City Clerk, Larry Neidel, 816-650-3191.

CITY OF OLATHE

Dianna Wright is the former City Administrator for the City of Harrisonville and worked closely with Zerger & Mauer LLP in its representation of Harrisonville. Ms. Wright is the current Director of Human Resources for Olathe, Kansas and can be reached at 913-971-8680.

APPENDIX B

PROOF OF INSURANCE

The following pages are proof of insurance for:

Workers' Compensation – Policy No. 84 WBC BE0343 – The Bar Plan

Professional Liability – Policy No. 0013007-2015 LPL-MO-FUL – The Bar Plan

General Liability – Policy No. 84 SBA PA6158 –The Bar Plan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE BAR PLAN INS AGENCY INC/PHS 530414 P: (866) 467-8730 F: (888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
INSURED ZERGER & MAUER LLP 1100 MAIN ST STE 2100 KANSAS CITY MO 64105	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Ins Co LTD	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			84 SBA PA6158	03/15/2016	03/15/2017	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	X General Liab	X					MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	POLICY ☐ PRO-JECT ☒ LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			84 WBC BE0343	05/01/2016	05/01/2017	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/IN OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

NG City Center Square, LLC
1430 BROADWAY RM 1605
NEW YORK, NY 10018

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe Taylor



Lawyers' Professional Liability Insurance DECLARATIONS

Policy Number: 0013007 -- 2016 (LPL-MO-FUL) Subproducer: The Bar Plan Mutual Insurance Co.

Item 1. Policyholder:

Zerger & Mauer, LLP
1100 Main Street, Suite 2100
Kansas City, MO 64105

Item 2. Policy

Effective: 02/29/2016

Expiration: 02/28/2017

Period:

12:01 a.m. Standard Time at the address of the name insured as stated herein.

Item 3. The Insurance is afforded under the terms and conditions of the forms attached:

Schedule of Coverage

<u>Coverage</u>	<u>Limits of Liability</u>	<u>Premium</u>
Professional Liability	\$3,000,000 Each Claim	\$15,971.00
	\$3,000,000 Aggregate	
	\$7,500 Deductible	

Endorsements to this policy: TBP-02

MO-100 TBP-08 TBP-09 MO-50

Item 4. The following lawyers are named as individual Insureds:

Policyholder: Zerger & Mauer, LLP

STEVEN E MAUER
JD MOORE

HEATHER S ESAU ZERGER
JESSICA JAMES

JESSIE E FOX

Countersigned By:

Date: 12/16/2015

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 1st day of January 1, 2017, by and between the City of Roeland Park, Kansas, its successors and assigns, hereinafter called the CITY, and Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson (LLR), a Nebraska Corporation, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for provisions of professional engineering services as hereinafter described; and

WHEREAS, the CONSULTANT, (a Nebraska Corporation with offices at 9001 State Line Road, Suite 200 , Kansas City, MO 64114) is registered and in good standing in accordance with the laws of the State of Kansas and is qualified to provide the professional engineering and planning services desired by the CITY.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

The CONSULTANT will serve as the CITY'S On-Call City Professional Engineer representative in those phases of the Project to which this Agreement applies and will give consultation and advice to the CITY during the performance of its services.

AND the CITY is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related Engineering Consultant Services in connection with the Project;

The CITY and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional services by the CONSULTANT and the payment for those services by the CITY, as set forth below.

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

After the CITY issues a notice to proceed, the CONSULTANT shall proceed with the following services.

- a. Attend City Council Meetings, Planning Commission meetings, Council Workshops, or other meetings as required. Accompany the City Administrator or Public Works Director to Mid-America Regional Council (MARC), CARS, and SMAC meetings.
- b. Consult with City Officials.
- c. Perform engineering and planning reviews of site plans, studies and reports submitted for City approval.
- d. Perform small engineering studies including, Traffic Engineering Services, but not limited to intersection capacity analyses, pedestrian crossing studies, intersection control studies, localized drainage studies, in-field review of streets, sidewalks, drainage structures, or other street appurtenances.
- e. Assist in the development of applications for Federal, State, MARC, County and other funding opportunities.
- f. Develop and/or review annual roadway maintenance practices and provide guidance for recommended methods of roadway repairs.
- g. Provide consultant services to the Planning Commission and Board of Zoning Appeals.

h. Other miscellaneous consulting engineering services, as mutually agreed upon by the CITY and CONSULTANT.

In the event additional services are required through changes in the scope of the project, or unusual or unforeseen circumstances are encountered, or the CITY desires other design services for significant projects, the CONSULTANT shall, upon written authorization by the CITY, perform the additional services as mutually agreed upon by both parties by Supplemental Agreement.

PART B — INSPECTIONS, CONFERENCES, AND APPROVALS:

Representatives of the CITY shall have the right to inspect and review the work being done by the CONSULTANT and consult with the CONSULTANT at any time. Conferences are to be held at the request of the CITY or CONSULTANT.

PART C — COMPENSATION:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PARTS A and B herein as follows:

Billing will be based on the schedule of charges used for general consultation, which is attached hereto and made part hereof (EXHIBIT A).

CONSULTANT shall submit all invoices for design related services and for construction related services on forms provided by the CITY.

CONSULTANT shall invoice CITY monthly for all services rendered and expenses incurred during the previous month.

All invoices for services shall be accompanied by a documented breakdown of expenses incurred with location to which this Agreement applies. This documentation shall include project personnel by job classification, hourly rate, and number of hours. All invoices for services shall be submitted to the City by the second Monday of each month.

Payment will be made monthly on the basis of statements submitted by the CONSULTANT subject to the CITY'S review thereof.

The term "direct non-salary costs" shall include the CONSULTANT'S payments to others in connection with the PROJECT, transportation, and reproduction work.

Transportation, including use of survey vehicle or automobile in connection with the PROJECT will be charged in accordance with EXHIBIT A - Hourly Rate Schedule. Blue line prints on white paper made at the CONSULTANT'S office will be included at the CONSULTANT'S cost in accordance with EXHIBIT A - Hourly Rate Schedule. Other reproduction work and materials required will be charged at actual cost.

PART D – OBLIGATIONS OF CITY:

CITY, at its own expense, will provide the following:

1. Make available to CONSULTANT on request with reasonable notice, at CITY'S offices, all existing records, maps, plans and other data possessed by the CITY when such are necessary, advisable or helpful to the CONSULTANT in the prosecution of its work under this AGREEMENT.
2. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with

respect to the CONSULTANT'S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City Administrator shall serve as the designated representative.

PART E — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by the CITY with 15 days written notice. Any such termination by the CONSULTANT shall require a 45 day notice to the City. In the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them in accordance with the provisions in Part G, Section 4 of this Agreement. No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under part G, Sections 2 and 3 of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

PART F — COMMISSIONS AND FEES:

The CONSULTANT assures that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this

Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon resulting from the award or making of the Agreement. For breach or violation, the CITY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

PART G — GENERAL CONSIDERATIONS:

1. Insurance

The CONSULTANT shall secure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or diseases or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The CONSULTANT shall list the CITY as an additional insured on the CONSULTANT'S general liability insurance policy.

The CONSULTANT, its agent, representatives, and employees shall also secure and maintain professional liability insurance for protection from claims arising out of the performance of this Agreement. Such insurance shall provide protection from claims arising out of this Agreement caused by any error, omission, or act of the CONSULTANT or its employees, agents or representatives in at least the amounts hereunder set forth as desirable.

The insurance provided shall contain provisions that it cannot be canceled or modified or fail to be renewed except upon 30 days prior written notice to the CITY from the insurer(s) at risk, and shall be in at least the following minimum amounts:

- (a) Professional Liability insurance in the amount of One Million Dollars (\$1,000,000.00) per claim and annual aggregate (including contractual liability coverage, with all coverage retroactive to the earlier of the date of this Agreement and the commencement of CONSULTANT'S services in relation to the Project) covering personal injury, bodily injury and property damages, which coverage shall be maintained for a period of three (3) years after the date of final payment under this Agreement, if reasonably available and in the reasonable opinion of the CONSULTANT affordable.
- (b) Commercial General Liability Insurance (including broad-form contractual liability and completed operations), covering personal injury, bodily injury, death and property damage in the following amounts:

Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

The completed operations coverage shall extend for three (3) years after completion of CONSULTANT'S services.

- (c) Comprehensive Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000.00), combined single limit, covering personal injury, bodily injury, death and property damage.
- (d) Workers Compensation Insurance (and to the extent such is not applicable, Employers Liability Insurance) which shall fully comply with applicable law, and employer's liability insurance with limits of not less than the greater of (i) statutory requirements or (ii) One Hundred Thousand Dollars (\$100,000.00) per occurrence. CONSULTANT shall provide a valid waiver executed by workers compensation and employer's liability insurance carrier(s) of any right of subrogation against CITY or its employees for any injury to a covered employee working on CITY'S premises.

All liability insurance, except professional liability insurance, shall be written on an occurrence basis with form(s) and carrier(s) acceptable to CITY.

2. **Indemnity**

Indemnification: (a) CONSULTANT shall insure specifically the indemnification by it contained in this Agreement, and shall include the Indemnitees as additional insureds on the Commercial General Liability Insurance and the Comprehensive Automobile Liability Insurance policies described above. The insurance coverage afforded under these policies shall be (i) primary to any insurance carried independently by the Indemnitees and (ii) not deemed to limit CONSULTANT'S liability under this Agreement. Prior to CITY'S execution of this Agreement, CONSULTANT shall provide to CITY Certificates of Insurance reflecting the required coverages. The Certificate shall specify the date when such insurance expires. The insurance policies shall provide that CITY shall be given not less than thirty (30) days written notice from the insurer(s) at risk before cancellation, non-renewal or material modification of coverage of such insurance. A renewal certificate shall be furnished to CITY prior to the expiration date of any coverage, and CONSULTANT shall give CITY written notice of any proposed reduction or other material modification in such insurance no later than thirty (30) days prior to such change. Cancellation, non-renewal or material modification of coverage of any such insurance shall constitute a failure to perform within the meaning of this Agreement.

Indemnity – Commercial General Liability/Non Professional:

CONSULTANT hereby agrees to indemnify and hold CITY, its officers and

employees (collectively the “Indemnitees”) harmless from and against any and all losses, judgments, injuries, damages and expenses (including but not limited to reasonable attorney’s fees, expenses of litigation, fines and penalties) that the Indemnitees, or any one or more of them, may incur by reason of any injury, sickness, disease or death to any person or any damage or injury to any property (including but not limited to property of any one or more of the Indemnitees) to the extent arising out of or occurring in connection with the services performed by CONSULTANT under this Agreement or any of CONSULTANT’S acts or omissions. CONSULTANT further agrees that its obligation to indemnify the Indemnitees shall include, but not be limited to, liability for damages resulting from the personal injury, sickness, disease or death of any of CONSULTANT’S employees, regardless of whether CONSULTANT has paid the employee under the provisions of any workers compensation statute or law, or any similar federal or state legislation with protection of employees and that CONSULTANT’S obligation to indemnify the Indemnitees shall apply regardless of any contributory or concurrent negligence of any Indemnitee or Indemnitees. Nothing in this section shall be deemed to impose liability on CONSULTANT to indemnify the Indemnitees to the extent the cause of any loss is the negligence or other actionable fault of one or more of the Indemnitees. In the event the loss is caused by the joint or concurrent negligence of CONSULTANT and one or more of the Indemnitees, the loss shall be borne by each party in proportion to its negligence.

Indemnity – Professional Liability: CONSULTANT shall, to the fullest extent permitted by law, hold harmless and indemnify the CITY, its Governing Body

and each member thereof, and CITY'S officers, employees, commission members, representatives and their successors and assigns from any and all losses, liabilities, claims, suits, damages, expenses and costs, including reasonable attorney's fees and costs, to the extent caused by CONSULTANT'S negligent performance or negligent omission of performance of professional services under this Agreement and those of CONSULTANT'S subconsultants or anyone for whom CONSULTANT is legally liable.

3. Successor and Assigns

The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other.

CONSULTANT shall not assign the right to any payments to be received hereunder, without the prior written consent of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

4. Ownership of Documents

The CITY acknowledges the CONSULTANT'S plans and specifications as instruments of professional service. Nevertheless, the plans and specifications

prepared under this Agreement shall become the property of the CITY upon completion of the work or as provided in Part E, above and the final version of any document shall be submitted to the CITY electronically in format acceptable to the CITY. The CITY recognizes that new circumstances, not the least of which is the passage of time, may make reuse of such plans and specifications not advisable and if they are reused must be approved by the Consultant. If and to the extent necessary for the CITY'S ownership of such plans and specifications and all other contract documents, CONSULTANT hereby assigns all copyright rights therein to the CITY and, if and to the extent such rights are not so assignable, grants an irrevocable exclusive right and license to use thereof by CITY without payment of any additional compensation, but must be approved by the Consultant. The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the City Council, officer or agent of the CITY is directly or indirectly financially interested in the Agreement.

PART H – NON DISCRIMINATION

1. CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination and Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, familial status, sexual orientation, gender identity or military status. In all solicitations or advertisements for employees, CONSULTANT shall

include the phrase “Equal Opportunity Employer” or a similar phrase approved by the Kansas Human Rights Commission.

2. If CONSULTANT fails to comply with the manner in which CONSULTANT reports to the Kansas Human Rights Commission in accordance with the Provisions of K.S.A. 44-1031 and amendments thereto, CONSULTANT shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
3. If CONSULTANT is found guilty of violation of the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission which has become final, or found guilty of a violation of Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas, CONSULTANT shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.
4. CONSULTANT shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.
5. Notwithstanding anything expressed or implied elsewhere in this AGREEMENT, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, CONSULTANT shall have no right to recompense or additional payments by reason of such action by CITY.

PART I — MISCELLANEOUS

1. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

3. Controlling Law

This Agreement is to be governed by the law of the State of Kansas.

4. The project manager for CONSULTANT will be Dan Miller, P.E. and Tony O'Malley will serve as the Principal-in-Charge.

5. CONSULTANT represents that the engineering services to be provided hereunder shall be performed by or under the direct supervision of an engineer duly licensed under the laws of the state of Kansas. Furthermore, CONSULTANT represents that all engineering documents and all services provided hereunder shall comply with all applicable laws, statues, building and zoning codes, ordinances, rules and regulations and industry standards.

6. CONSULTANT shall perform all services in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in Johnson County under similar conditions.
7. The intent of the CITY and CONSULTANT is that CONSULTANT shall perform its services under this agreement in all respects as an independent contractor. CONSUTLANT shall employ and direct all persons performing any work hereunder, and such persons shall be and remain the sole employees of and subject to the control and direction of CONSULTANT, and shall not be the employees or subject to the direction of CITY, it being the intention of the parties hereto that CONSULTANT shall be and remain an independent contractor, and nothing herein contained shall be construed as inconsistent with that status.
8. The scope of work to be done under this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. The CONSULTANT shall have no obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.
9. The term of this agreement shall be for three (3) years, with up to three (3) one (1) year extensions. Approximately 30 days prior to the end of each one (1) year period, a meeting will be held between LLR and the CITY of Roeland Park staff for the purposes of conducting a performance review, revising the scope and/or language of the agreement, and submitting LLR's most current Hourly Rate Schedule.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as

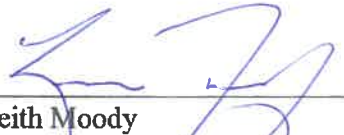
of the day and year first above written.

LAMP RYNearson & Associates
D/B/A Larkin Lamp RYNearson.

By 
Tony O'Malley

Title: Office Leader
Address:
9001 State Line Road
Kansas City, MO 64114
Facsimile: (816) 361-0045

CITY OF ROELAND PARK, KANSAS

By 
Keith Moody

Title: City Administrator
Address:
4600 W. 51st Street
Roeland Park, Kansas 66205
Facsimile: (913) 722-3713

ATTEST:

Kelley Bohon, City Clerk

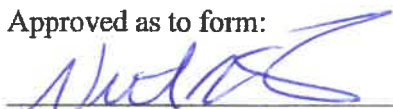
Approved as to form:

Neil R. Shortlidge, City Attorney

Exhibit A

Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson	
HOURLY RATE SCHEDULE	
March 31, 2016 – March 31, 2018 (Roeland Park, KS only)	
Position / Title	\$ - Hourly Rate
Principal III	241.00
Sr. Group Leader II	206.00
Sr. Group Leader III	222.00
Sr. Project Manager IV	166.00
Sr. Project Manager III	155.00
Project Manager III	135.00
Sr. Project Engineer II	117.00
Sr. Landscape Architect V	157.00
Landscape Architect II	78.00
Landscape Architect I	70.00
Project Engineer III	97.00
Project Engineer II	90.00
GIS Specialist III	90.00
Sr. Project Designer III	138.00
Project Designer IV	96.00
Engineering Tech II	73.00
Construction Observer V	88.00
Survey Project Mgr III	120.00
Survey Technician II	73.00
Party Chief II	76.00
Survey Field Tech II	60.00
Administrative Assistant II	59.00
Administrative Assistant I	51.00
Marketing Coordinator II	75.00
Offices Services Manager	106.00

Item	\$ - Charge Rate
Plots (Color) bond	\$2.50 /SF
Plots (Color) mylar	\$6.00 /SF
Plots (Color) photo paper	\$6.00 /SF
Mileage	\$0.62/mi
Administration of Subconsultants	Actual cost plus 10%

*"Leaving a Legacy of Enduring Improvements
to Our Communities." - Firm Purpose Statement*

STATEMENT OF QUALIFICATIONS FOR



ON-CALL ENGINEERING SERVICES

TRAFFIC ROADWAY STORMWATER & MISCELLANEOUS



LARKINI

Submitted by:

LAMP RYNEARSON

| 9001 State Line Rd, Ste. 200

| Kansas City, MO 64114

| LRA-inc.com

| Oct. 21, 2016

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Transmittal Letter



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LAMP RYNEARSON
www.LRA-Inc.com

October 21, 2016



— LARKIN —
LAMP RYNEARSON

9001 State Line Road, Ste. 200
Kansas City, Missouri 64114
[P] 816.361.0440
[F] 816.361.0045
LRA-inc.com

Mr. Jose M. Leon Jr.
Director of Public Works
City of Roeland Park
4600 W. 51st Street
Roeland Park, Kansas 66205

RE: RFQ—On-Call Engineering Services

Dear *Jose* Mr. Leon:

The City of Roeland Park is at a crossroad regarding future development in the City and construction and maintenance of public infrastructure. The City has positioned itself well coming out of the economic downturn of the last few years with the ability to handle development and increase investment in infrastructure. The questions are, "Will the City have adequate controls in place to ensure quality redevelopment?" and "Will the City develop the means to construct sustainable public infrastructure supporting the growth?"

The answers lie in the priorities which the **Larkin Lamp Rynearson** team identified after meetings with you and Keith Moody, City Administrator.

1. Update the City's Design and Construction Standards.
2. Prepare for Comprehensive Development Plan reviews.
3. Provide Capital Projects and Maintenance program management and execution.

As your City Engineer, I will immediately work with the City in expanding the framework to support its vision, preparing for responsible growth, executing and programming cost-effective infrastructure maintenance, and delivering on-time/on-budget projects. I will be supported by a team of a qualified professionals who perform on-call city engineering daily. For your consideration we are including **Kaw Valley Engineering** to supplement the team with surveyors, geotechnical engineering and investigation, and material testing. This will be seamless to the City as I will serve as your primary point of contact. My 31 years in municipal government have taught me that a good City Engineer should be readily available, and Roeland Park staff has already experienced my commitment.

We know your city. A site map of our work history in Roeland Park is included. Equally important, I understand how to work effectively with city staff, a governing body, and other consultants. A strong background in urban retro-fit stormwater and roadway projects, plan reviews, and other municipal support services will directly benefit the City of Roeland Park.

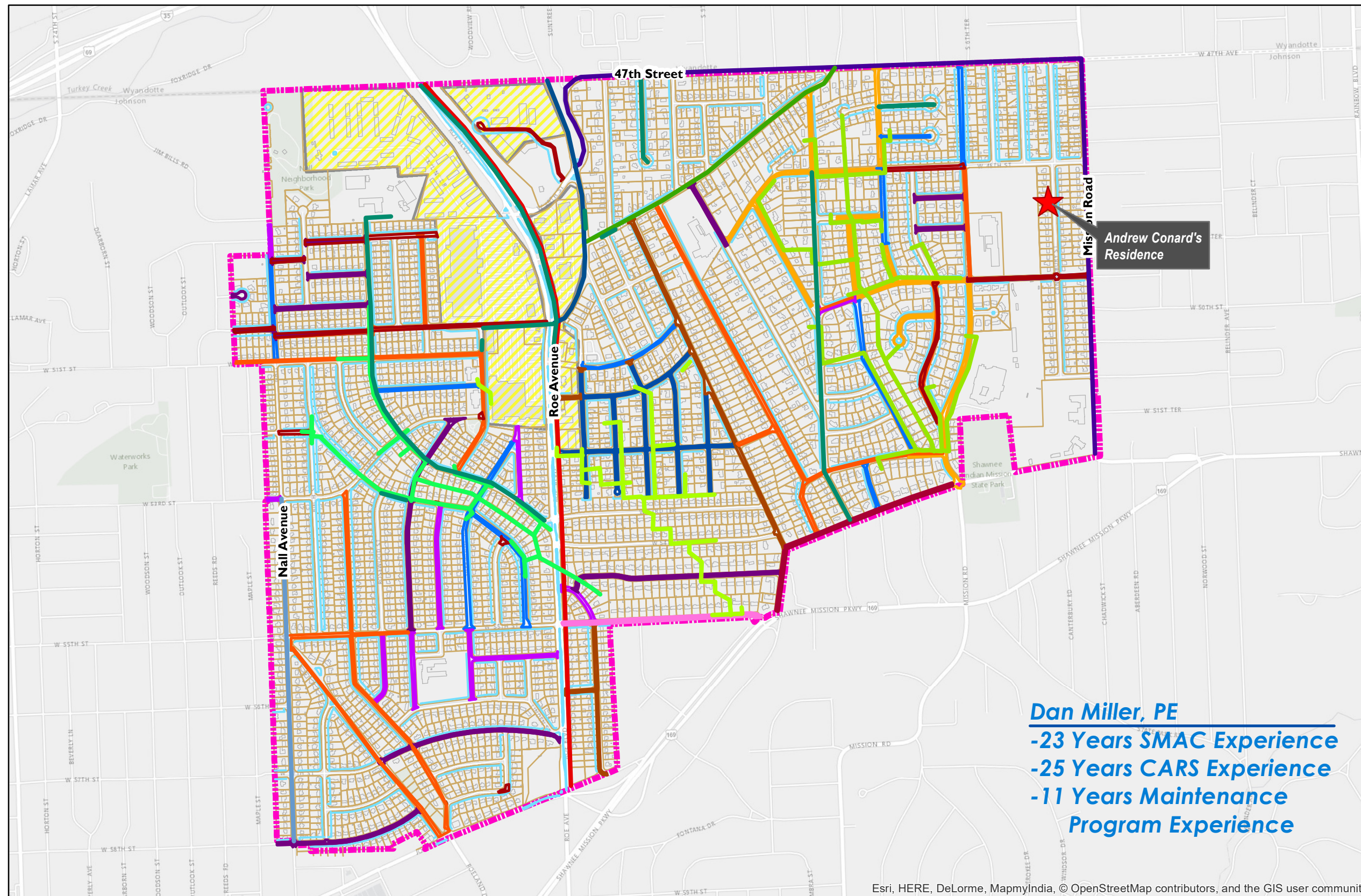
We look forward to fulfilling your future engineering needs. Should you have any questions or need further information, please contact me at (816) 361-0440 or dan.miller@LRA-inc.com.

Sincerely,
LARKIN LAMP RYNEARSON

Dan Miller
Daniel G. Miller, PE
Civil Design Group Leader

LAMP RYNEARSON COMPANIES





Street Maintenance Program Years

- 2012
- 2010
- 2008
- 2006
- 2004
- 2003
- 2003 RC12-12
- 2002 RC12-13

CARS Street Program Years

- 2011 CARS
- 2010 CARS
- 2008 CARS
- 2006 CARS
- 2005 CARS
- 2004 CARS
- 2003 CARS

SMAC Projects

- SMAC 2006 RC12-14
- SMAC 2002 RC12-13
- SMAC 2003 RC12-12

Dan Miller, PE
-23 Years SMAC Experience
-25 Years CARS Experience
-11 Years Maintenance Program Experience

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



Legend

- SideWalk Program Mapping
- Zoning District Mapping
- City Limits
- Property Lines
- Buildings

Team Experience & Availability



Team Experience
& Availability



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2. Team Experience & Availability



Your Project Manager

Our project manager and team leader **Daniel Miller, PE**, will be your City Engineer. Dan has 31 years of municipal experience as a capital improvements program manager, project manager and City Engineer. He has designed and managed construction of the project types that will be necessary to the City of Roeland Park and is capable of performing and/or supervising the other major tasks included in the Request for Qualifications (RFQ). Dan has relevant technical expertise in plan reviews, stormwater management, transportation and facility projects, and, as City Engineer, has been responsible for maintenance and updates of development and construction standards.

Dan's Municipal Project Management Experience:

- Currently the On-Call City Engineer for Lake Lotawana, MO
- Pavement Assessment for City of Westwood Hills, KS
- Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO
- Washington & Spring Street Improvements, Weston, MO
- Street, Storm & Utility Improvements, Odessa, MO
- West 8th Street Sidewalk Improvements, Edgerton, KS
- CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO
- Wilson Road Culvert Improvement CIP, Independence, MO
- 89th St. & Mission Road, Storm Drainage Improvements, Leawood, KS

Key Personnel

The key personnel listed in the chart below have experience relevant to that required in your RFQ. Dan will manage your projects, perform engineering as necessary, and guide the team members. Each effort will be assigned to the appropriate team members to provide a quality product with economy in mind.

KEY TEAM MEMBER	QUALIFICATIONS	EXPERIENCE
 Andrew Conard, PE Role: Project Engineer Larkin Lamp Rynearson	• Kansas Professional Engineer • Roeland Park resident • Experienced in stormwater, wastewater distribution, GIS	• Washington & Spring Streets, Weston, MO • Wilson Street Culvert, Independence, MO • Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO • On-Call City Engineering, Lake Lotawana, MO • On-Call City Engineering, Kearney, MO • CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO
 Matt Kruse, PE, PTOE Role: Transportation & Traffic Engineer Larkin Lamp Rynearson	• Over 14 years of traffic and design engineering experience • Working knowledge of latest design guides (MUTCD, HCM, AASHTO) • Knowledgeable of issues in private redevelopment growth, increased maintenance and replacement of traffic infrastructure, and capital projects in the City.	• Leavenworth Street Road Diet/Bike Lane, Omaha, NE • Midtown Crossing Redevelopment - Farnam Street Conversion, Omaha, NE • Aksarben Village Redevelopment Traffic Impact Study Updates, Omaha, NE • Ithink Building – 72nd Street & West Center Road Roadway & Signal Improvements, Omaha, NE • 96th Street Roadway Improvements – 96th Street & Highway 370 Signal Improvements, Sarpy County, NE

2. Team Experience & Availability

KEY TEAM MEMBER	QUALIFICATIONS	EXPERIENCE
 Autumn Schleicher, EIT Role: Project Engineer Larkin Lamp Rynearson	- Assisted the City on GIS sidewalk mapping and planning - Competent in GIS, stormwater design and evaluation	- On-Call City Engineering Services for Lake Lotawana, MO - Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO - Washington & Spring Street Improvements, Weston, MO - West 8th Street Sidewalk Improvements, Edgerton, KS - McDowell Avenue Culvert Replacement, Odessa, MO
 Mark Steele, GISP Role: GIS Larkin Lamp Rynearson	13 years of professional GIS experience - Certified GIS professional 8 years data management experience - Proficient in all levels of ESRI GIS products - Technical resource for project engineers Autumn & Andrew	- Utilities GIS Database Development, Nebraska & Missouri - Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO - CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO - Street Infrastructure Assessment, Lake Lotawana, MO
 Jamie McMurry Role: Sr. Engineering Technician Larkin Lamp Rynearson	- Possesses many years with Roeland Park projects, including 48th and Birch Storm Sewer Replacement - Proficient in AutoCad, Civil 3D, Eagle Point, & Land Desktop Design software - Over 14 years' involvement in utility coordination and in field work associated with survey, storm drainage studies and stormwater master plans	- Street & Storm Drainage Improvements, RC 12-014 & RC 12-013 - Storm Drainage Improvements Lake Lotawana Rd, Lake Lotawana, MO - Storm Drainage Improvements, Santa Fe Trail and Long Street, Lenexa, KS - Street and Storm Drainage Improvements, 70th and Stateline, Mission Hills, KS - Washington & Spring Street Improvements, Weston, MO
 Kenny Jones Role: Construction Observation Larkin Lamp Rynearson	- Experienced with Roeland Park projects - Nearly 30 years of construction administration and observation - Frequent communication, and on-site troubleshooting expertise in all areas of construction - Quality control expertise	- CARS Program, Roeland Park, KS - Street Maintenance Program, Roeland Park, KS - Street & Storm Drainage Improvements, RC 12-014 & RC 12-013 - Stanley Storm Drainage Improvements – 151st Terrace & Metcalf Avenue, Overland Park, KS - Construction Observation, Lake Lotawana, MO - Pavement Assessment, Westwood Hills, KS
 Tony O'Malley, PE, ENV SP Role: Project Principal Larkin Lamp Rynearson	32 years of experience in: - Design - Drinking water - Technical advice - Quality assurance - Quality control - Project management	- On-Call City Engineering Services for Lake Lotawana, MO - Pavement assessment for City of Westwood Hills, Kansas - West 8th Street Sidewalk Improvements, Edgerton, KS - CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO

2. Team Experience & Availability

SUBCONSULTANT	QUALIFICATIONS	EXPERIENCE
 Michael Osbourn Role: Geotechnical Engineering KAW Valley Engineering	30 years of experience in civil and geotechnical engineering - Project types include residential sub-divisions, multi-family housing additions, commercial development, and institutional facilities.	- US-69 and 159th Street Interchange, Overland Park, KS - College Boulevard Widening (Pflumm Road to US-69), Overland Park, KS - On-Call Materials Testing and Geotechnical Services Contract, Olathe, KS - On-Call Construction Inspection, Materials Testing and Geotechnical Services Contract, Overland Park, KS
 Jason Loader Role: Surveying KAW Valley Engineering	15 years of land surveying: cadastral surveys, property surveys, topographic surveys, ALTA/ACSM land title survey, and construction layout surveying - Proficient in GPS, robotic total stations, and office software	- US-77 Widening and Golden Belt Boulevard Relocation, Junction City, KS - US Highway 77 Corridor Improvements, Geary County, KS - Trooper Drive and Rifle Range Road Roundabout, Fort Riley, KS 6th and Jackson Intersection Improvements, Junction City, KS
 Dr. Jeffrey Frantzen Role: Materials Testing KAW Valley Engineering	30 years' experience in geotechnical & materials engineering - Experienced in pavement design, concrete, asphalt, and aggregate materials engineering - Co-authored portions of KDOT's Geotechnical Manual	- On-Call Construction Materials Testing and Geotechnical Services Contract, Olathe, KS - Marshall Mix Design Specification Development, Olathe, KS - On-Call Construction Inspection, Materials Testing and Geotechnical Services Contract, Overland Park, KS

Capacity & Availability

Our staff of over 150 professionals assures that appropriate personnel will be available. In addition to the key team members identified in this submittal, Larkin Lamp Rynearson has support personnel including drafters, technicians, designers, construction observers, a GIS specialist, graphic designers, surveyors, and clerical staff. With expertise in evaluation, design, and construction phase and other engineering services, our team offers all that may be required by the City of Roeland Park. A breakdown of our staff by discipline is shown below.

TOTAL EMPLOYEES BY DISCIPLINE			
ADMINISTRATIVE	25	STRUCTURAL ENGINEER	1
CADD TECHNICIAN	22	TRANSPORTATION ENGINEER	6
CIVIL ENGINEER	40	WATER RESOURCES ENGINEER	6
CONSTRUCTION INSPECTOR	6	SURVEY PARTY CHIEF	8
ENVIRONMENTAL ENGINEER	11	SURVEY FIELD TECHNICIAN	9
GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIALIST	1	3D APPLICATION SPECIALIST	1
LAND SURVEYOR	9	TRAFFIC ENGINEER	1
LANDSCAPE ARCHITECT	4	HYDROGEOLOGIST	1
MECHANICAL ENGINEER	1	AQUATIC ENGINEER	2
		INTERNS	4
		TOTAL	158

Approach to Scope of Services



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3. Approach to Scope of Services



The type of work required by the City of Roeland Park is Larkin Lamp Ryneerson's specialty. We understand the issues facing the City through work with municipalities and the role our firm has played in providing similar engineering services as outlined in your RFQ. Our team will perform complex and technical engineering consulting in the fields listed in the General Scope of Services of the RFQ for the City.

General Approach

Budget Considerations

Dan Miller, PE, has been planning, cost estimating, and executing Capital Improvements and maintenance projects for over 30 years. Most of those projects have included external funding partners including CARS, SMAC, federal aid, and neighboring jurisdictions. Experience has shown that many issues surfacing at a later date must be included in a holistic approach to concept design and setting a project budget. There are three fundamental challenges for the City during the concept phase of the project:

- 1. Setting an appropriate scope and budget with buy in from the end user,**
- 2. Understanding external agency funding requirements, and**
- 3. Including the project cost, funding, and timing into Capital Projects and Maintenance Plans for successful execution.**

Your City Engineer must consider total project costs beyond construction and design engineering, including potential responsibility for utility relocations, Right-of-way and easement acquisition costs, appropriate contingencies based on risk, and other

costs often overlooked at this stage. Inflation is an issue as the project cost must be estimated in current year dollars at the concept stage, and effort made to accommodate the fact that they will be constructed at some later date.

In the end, the City wants to understand and budget for the local portion of projects. This can be achieved with Larkin Lamp Ryneerson's support to understand the intricacies of other funding agencies' processes. SMAC considers design engineering as a reimbursable expense, CARS does not. Agreements with other jurisdictions can often provide for reimbursement of administrative expenses unless that agency is the Kansas Department of Transportation (KDOT), in which case administrative expenses are not allowed. The eligibility list goes down to individual bid items, such as maintenance bonds, and certain utility relocations that may be included in the construction contract.

These issues affect the Total Project Cost, which in turn, affects the entire Capital and Maintenance Programs.

3. Approach to Scope of Services

Addressing Scope of Services

Street Maintenance Planning & Asset Management

Dan has been involved with the formulation of new standards for creation of maintenance programs, application of the maintenance cycle to the asset inventory, and determination of funding requirements. On the public side his team executed an annual street maintenance program with an annual value over \$10M. While at Larkin Lamp Ryneerson, the team has worked on street asset management and maintenance programming with communities including Lake Lotawana, MO, and Westwood Hills, KS.

Any maintenance program should be based on proven results of the techniques evaluated, include desires specific to the municipality, and be designed

for the best results given the funds available. The basis of all maintenance programs is a good asset database and query tools. Our team is very familiar with the popular methods of pavement inspection, inventory, and management systems, including USACE Paver and Micro PAVER tools. We can assist the City, as desired, in maintenance of the pavement asset management and creation of on-going 5-year street maintenance programs. This may include a review of current data that the City obtained from Stantec and recommendations for continuing inspection programming.

The following steps are generally proposed to provide street maintenance planning and asset management.



Review the Street Network

The Roeland Park street network should be reviewed to ensure it is current, and our team can assist with any updating of the network and input of recent maintenance treatments.



Geographic Information Systems (GIS) Data

To enable mapping of the pavement condition indexes and other network information, the network Geographic Information Systems (GIS) enabled database will be reviewed and recommendations made for any necessary updates.



Management Systems

The City carefully should review the current system and ensure that it is PAVER compatible. If necessary, Larkin Lamp Ryneerson can provide and configure industry standard system APWA PAVER™ 7 for Windows for this purpose. We can also provide custom software to supplement or replace the function of the APWA system that might more closely meet the specific needs of Roeland Park.



Review the Inspection Schedule

The selected inspection cycle should be based on the cycle that provides adequate PCI ratings between maintenance cycles, allows accurate deterioration rates to be calculated, and fits the budget. In practice, the cycle is often in the 2-3 year range.



Determining the Budget for Maintenance

Initially, the street maintenance program can be developed to make the best use of the current budget constraints. Using deterioration rates determined from years of maintenance treatments in the area will allow the City to estimate the overall rate of change in the network pavement condition index over time. Additional funds can be modeled into the system to assist in needs analysis and presentation of future maintenance requirements to stakeholders.



Developing a Maintenance Approach

It is our experience that the City will want to consider all proven maintenance and rehabilitation options to best use the available funds. Those techniques may include mill and overlay, surface treatments, and reconstruction.

3. Approach to Scope of Services



Establish Primary Maintenance Program Tools

The Larkin Lamp Ryneerson team has years of experience in street maintenance programming and execution using all of the processes regionally available- crack seal, slurry seal, microsurface, chip seal, thin hot mix overlays, ultrathin bonded asphalt surface, and conventional mill and overlay. Each maintenance process has a different cost and effectiveness. We can supplement the City's experiences and knowledge to assist the City in developing a maintenance plan and corresponding costs.



Assisting with Software for Maintenance Selections

The pavement management software can be configured to provide a wide variety of criteria to select maintenance candidates for consideration in annual programs. Typically, the types of maintenance activities are chosen in a priority order with certain conditions.



Providing Training & Establishing Support System

Larkin Lamp Ryneerson will provide training and support to the Roeland Park staff as desired to maintain the system. We are able to provide on-going local support in all areas of your pavement management program. Whether the task is working with your pavement asset management system or providing state of the art technical assistance and project specifications, Larkin Lamp Ryneerson is your local expert in pavement management.

Roadway Design

The design and management of numerous urban retro-fit roadway improvement projects are included in our firm's experience. Whether it be lane additions, signal reconfigurations, pedestrian/bicycle improvements, curb replacement, or full reconstruction, we can provide the City with great project results. Design of numerous roadway projects have been performed for local communities including Mission Hills, Shawnee, Prairie Village of Kansas and Odessa, Raymore and Weston of Missouri.

Traffic & Roadway Specializations:

- Street Reconstruction
- Roadway design
- Urban streetscape design
- Geometric improvements

Bicycle and Pedestrian Facilities Design



The City of Roeland Park has a vibrant and inclusive multimodal community. We are aware of this from involvement in the community and recent support for the City to update your sidewalk master plan. The Larkin Lamp Ryneerson team has recently been responsible for several bicycle pedestrian projects, including the Route C Sidewalk in Peculiar, MO, and the 8th Street Sidewalk in Edgerton, KS. These types of projects have the same issues in conceptual design as previously mentioned, with additional requirements depending on funding partners and desires of the City. All of them must be designed in accordance with the Americans with Disabilities Act (ADA) of 1990, as amended. Other funding partners may have design requirements including the Public Rights of Way Accessibility Guidelines. Bicycle and pedestrian facilities, in particular, seem to benefit from early involvement of interested users and adjacent property owners. The scope and cost are conveyed and input is received for consideration by City staff and the Governing Body.

3. Approach to Scope of Services

Traffic Engineering Services

Our firm has experience in traffic impact studies for both new and redevelopment projects. These studies have included roadway capacity analysis, traffic circulation patterns, way finding signs, accident analysis, pedestrian circulation patterns, bicycle accommodations, as well as other multimodal components for a variety of projects. We pride ourselves on planning for all modes of transportation vehicles, bicycles, and pedestrians. Parking studies for various sized projects have been completed, including educational facilities, school sites, multi-use campuses, medical campuses, redevelopment sites, and public streets and corridors. We can analyze the parking utilization for existing sites to evaluate any deficiencies and make recommendations or plan for effective parking for a new site or development and for safe and efficient pedestrian corridors from their parking stall to their destination.

Stormwater Management Advisory Council (SMAC) and Stormwater Drainage Improvements

KEY ELEMENTS

Properly identifying permitting requirements
Identifying and resolving flooding problems
Communication with City staff & property owners
Utility coordination
Community outreach
Meeting SMP requirements

Dan was the designer of record and project manager of some of the very first SMAC projects in 1993, and has recently managed over \$8M in SMAC projects, from both the public and private side. Our firm has extensive experience in stormwater management projects, including SMAC Preliminary Engineering Studies and construction projects in Overland Park, Roeland Park, Shawnee, Lenexa, and many other municipalities in Johnson County.

Our approach is developed from years of experience studying and designing dozens of retrofit storm drainage systems in the Kansas City Metro area. Our project team understands that there are several key elements to this project, listed to the left.

Stormwater Impact Studies Related to Site Development

The City of Roeland Park wants quality development and needs the services of a city engineering staff to supplement your orderly assistance to the developer. We have worked on or reviewed the impact of development on stormwater quality and quantity, from both the developer side, and more generally by reviewing those proposals for our public clients. We apply local, regional, and national regulations relating to these issues, often as an integral part of our overall site development reviews for municipalities like Kearney, MO, Odessa, MO, Prairie Village, KS and others. Stormwater impacts should be reviewed early in the overall planning process to ensure that adequate space is available, and potential costs to all parties determined, so that the City can champion the development process.

The various agency requirements can be complex, however, our firm has been applying the APWA KC Metro design and construction requirements, as supplemented by the City, for years. Many of the basic stormwater detention requirements are still the original standards that Dan implemented while with the City of Overland Park. APWA adopted most of those stormwater detention standards as the model for the region.



3. Approach to Scope of Services

Stormwater Maintenance Planning & Asset Management

Stormwater maintenance asset management, as with street infrastructure asset management, begins with the inventory of stormwater elements, inspection records, and current condition. Roeland Park has a significant inventory of stormwater assets that have or are reaching the end of their useful life, most notably corrugated metal pipe systems. The City has limited funding to address the need with local funding. We will seek opportunities to partner with potential funding agencies, primarily the Johnson County Stormwater Program, to find projects that can achieve both the flood prevention and system maintenance goals. The new SMAC Strategic Plan may include funding mechanisms that will benefit the redeveloping cities in the county, including Roeland Park.

To ensure cost effective management of the stormwater infrastructure and provide asset management and maintenance planning, we recommend the following to the City:



Review the Stormwater Network

The Roeland Park stormwater mapping network, including the pipes, ditch liners, structures, and waterway structures, should be reviewed to ensure it is current.



Geographic Information Systems (GIS) Data

To enable mapping of the asset condition indexes and other network information, the network Geographic Information Systems (GIS) enabled database will be reviewed and recommendations made for any necessary updates.



Review the Inspection Schedule

The selected inspection cycle should be based on the cycle that provides adequate calculations regarding the anticipated end of useful life for the various systems. This is particularly important to prioritize replacement of corrugated metal pipe systems.



Determining the Budget for Maintenance

The stormwater network information can be used for a needs analysis to determine the investment required to maintain replacement of the critical systems. Any deficit between current funding and the minimum maintenance requirement can be determined, and used to advocate for additional local funding or external funding opportunities.



Developing a Maintenance Approach

Stormwater maintenance techniques are constantly evolving. Selection of the methods for maintenance activities is a specialty of Larkin Lamp Ryneerson. Factors that should be considered on a project basis include the value of infrastructure that is supported by the systems, flooding issues, structural failures, public roadway flooding, and nuisance flooding from inadequate systems.



Establish Primary Maintenance Program Tools

The Larkin Lamp Ryneerson team specifies all forms of stormwater maintenance from open cut pipe replacement, cured in place pipe, and repair techniques for all types of concrete drainage and bridge structures. Several staff members are certified NASCO CIPP inspectors.

3. Approach to Scope of Services

GIS to Prioritize Public Infrastructure Maintenance

The Roeland Park City Engineering team has experience with clients in GIS-based asset management for a wide variety of municipal infrastructure assets. This experience includes previous work in Roeland Park, as we were previously involved in your Zoning Districts, and more recently, Autumn Schleicher updated your Sidewalk Program mapping. Autumn will be the primary provider of GIS services, assisted by Andrew Conard, PE, as necessary. Our certified GIS specialist, Mark Steele, GISP, will provide additional support for complex GIS tasks, especially with regard to setting up data management systems for new asset management. Mark's level of expertise translates to improved efficiency and a high quality data model.



Design Standards, Specifications & Contract Documents

Larkin Lamp Ryneerson has extensive knowledge of development and construction standards across the area from our work with many municipalities and agencies. We will work with the City to update standards that incorporate infrastructure design and construction practices addressing the specific needs of Roeland Park. This critical need for the City must result in standards that guide quality development and infrastructure without being so onerous as to deter development in the city.

Design standards can be updated by determining the priorities of Roeland Park, and then working with Dan's teams knowledge of similar standards in area communities and regional standards like the American Public Works Association and KDOT.

The technical matter of construction standards is overshadowed by the development standards. Which infrastructure the development community will be required to provide and the level to which it will be constructed are the major issues. Larkin Lamp Ryneerson will evaluate, as dictated by existing or proposed zoning codes, requirements to construct streets, street lighting systems, stormwater best management practices, offsite improvements for commercial development, traffic signals and similar infrastructure. Options will be presented to assist the City in building support from the governing body, constituents, and the potential development community.



Construction Inspection/Engineering Services

Our construction team is led by 30-year veteran Ken Jones. Ken has worked extensively in the metro area, including on Roeland Park projects. The team is currently providing construction services in metro cities including in Weston, MO, Odessa, MO, and Kansas City, MO. We can provide construction services on all of the projects under consideration with two caveats:

- 1) Since the firm has not performed recent field services for KDOT projects, we are not currently on the As-Needed Consultant list but are working with KDOT to have our staff approved on that listing. We anticipate being successfully added to the list prior to a need for any field services on KDOT-let contracts in Roeland Park.
- 2) Our construction team can accommodate most any type or size of project, but unusually large projects may require more staff than we can provide without compromising service to all our customers. Should that unlikely event occur, we would certainly be in consultation with the City.

3. Approach to Scope of Services

Development Plan Review

Our project manager Dan will obtain, review, and become familiar with the City of Roeland Park's current regulations and design criteria. As development projects occur, the City will want engineering plans reviewed to ensure the development occurs in accordance with City regulations and design criteria. Dan will be available to attend preliminary meetings between the developer(s) and City staff to outline expectations for future plan submittals.

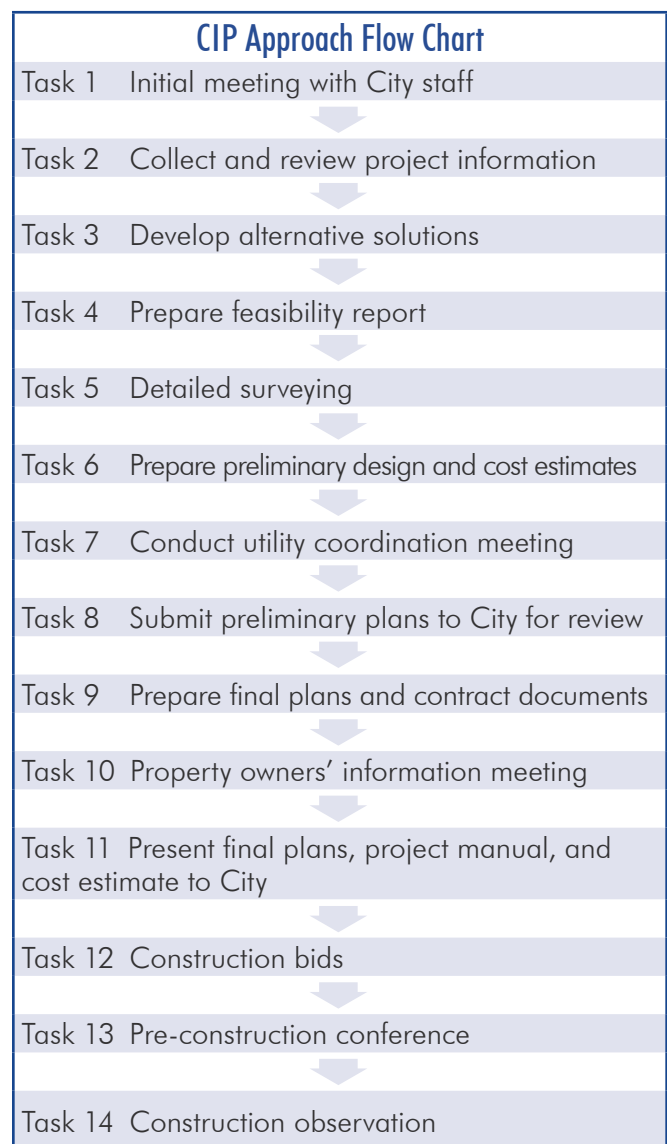
After plans are submitted to the City, they will be forwarded to Larkin Lamp Rynearson. We will identify appropriate team member(s) to provide detailed review of the plans. Review comments will be forwarded to Dan, who will prepare a single review comment letter to be sent to the City. The developer will revise the plans based on the review comments and resubmit the plans for final approval. Once the plans are approved, an approval letter will be sent to the City for the project file. Throughout the entire review process, Dan and any of our reviewing engineers or other team members will be available to answer questions or to discuss the plans with the developer and City staff.



Once all comments are addressed, a Letter of Recommendation to approve the plan will be sent to the City for the project file.

Capital Projects Management

Larkin Lamp Rynearson has built a portfolio of capital improvement projects (CIP) and has developed a specialized approach for this type of on-call work. Our team members have used the following approach with great success on our capital improvement projects. It has been refined so it can be adapted to specific project needs such as early coordination with utilities, regulatory agencies, or early communication with property owners.



3. Approach to Scope of Services

Meeting Costs & Schedules

Complete projects on time, including on short deadlines.

We understand the need to be able to complete projects on time, even those with short deadlines. Bi-weekly office-wide project manager meetings are conducted to discuss the schedule of all projects. This allows us to stay on top of deadlines and allocate extra resources to ensure deadlines are met.

Responding to emergency requests.

City staff members will have our personal phone numbers and know they can use them to get questions answered and address any concerns they may have. We know that effective communication is

a key part of doing business, and are available to the City in whatever capacity necessary to keep projects moving along.

Ability to Meet Schedules

Great pride is taken by our firm in projects that are completed on time. With a proven record of on-time completion of work, we foresee no problem in completing your projects within a schedule agreed upon in advance. The list of projects on the below "Scheduled Completion vs. Actual Completion of Design Work" table illustrates our record of meeting schedules.

Scheduled Completion vs. Actual Completion of Design Work

Owner	Project	Scheduled Completion	Actual Completion
Baldwin City, KS	Elm Street RCB Crossing	April 2011	April 2011
Mission Hills, KS	Street & Storm Improvements	September 2011	September 2011
Shawnee, KS	50th Terrace & Nieman Road Storm Drainage Improvements	December 2010	December 2010
Odessa, MO	Otway, Wells & Russell Street, Storm & Utility Improvements	August 2014	August 2014
Lake Lotawana, MO	Street and Storm Sewer Infrastructure Assessment July, 2016	July, 2016	November 12, 2015 (draft) February 2016 (final)
Westwood Hills, KS	Street Infrastructure Assessment	August, 2016	August, 2016

Keep project costs within budgets and design estimates.

Project costs are to be kept within budgets and design estimates. Larkin Lamp Ryneerson understands the importance of making sure projects are designed within the project budget and that estimates prepared during preliminary design are as accurate as possible. To control project costs and schedules, we use Vision® software to develop and track these parameters. The cost is broken down by phase, task, employee and position. We can quickly develop multiple scenarios by modifying the parameters to control the project cost. Costs are also controlled by the schedule. The schedule is broken down by phase, task, and milestones.

Once a schedule is developed, we create a baseline to track the schedule. Our team can quickly identify problems and make modifications to control the schedule, such as adding staff to meet a milestone. Project managers will track project cost, hours, and expenses. Using this tool, we are able to effectively lead the schedule and control cost.

3. Approach to Scope of Services



Minimal Change Orders

Our technical staff members strive to produce contract documents of a quality that minimize change orders through client meetings, multiple internal reviews and quality control measures. Although change orders can happen, we do our best to minimize their occurrence. Change orders can occur due to unforeseen conditions, misinformation, acceptance of equal products, a desire to use available budget, or the modification of project scope during construction.

Project	Low Bid	Engineer's Estimate	High Bid	Final Construction Cost
Wells, Otway, & Russell Streets, Odessa, MO	\$652,661.00	\$657,515.50	\$774,296.50	\$661,578.00
Johnson Drive Street and Utility Improvements, Odessa, MO	\$769,876	\$845,098	\$899,989.31	Under Construction
2012 Street Maintenance, Roeland Park, KS	\$294,323.78	\$479,656.60	\$495,139.88	\$339,211.43
Santa Fe Trail Drive & Long Storm Drainage Improvements, Lenexa, KS	\$324,933.50	\$399,569.50	\$457,296.00	\$324,933.50
50th Terrace & Nieman Road Storm Drainage Improvements, Shawnee, KS	\$672,968.70	\$826,319.50	\$1,050,424.00	\$672,968.70
Washington & Spring Streets, Weston, MO	\$2,354,050	\$2,492,784	\$3,355,775	Under Construction
Elm St RCB Stream Crossing, Baldwin City, KS	\$174,482.50	\$261,116.00	\$258,752.60	\$179,410.50

Past Performance



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4. Past Performance

Project	Project Description & References
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On-Call: Lake Lotawana Community Improvement District Pavement Evaluations

Lake Lotawana, Missouri



The City of Lake Lotawana sought an evaluation of the street and stormwater infrastructure condition with a special request for review of the City's boundary description and inventory of roadways. Larkin Lamp Rynearson performed an update of the City's boundary mapping and identified the public roads at least partially within the boundary and determined responsibility for border roads. Our firm inspected drainage structures, span bridges, centerline miles and established City versus MoDot responsibility. We provided short term project cost to provide deferred maintenance on roads based on contracting the work. Short term cost range was also provided for the drainage system maintenance depending on the method of

project delivery (in-house or contract). Project cost was also estimated for implementing an annual road maintenance program.

Contact: Leslee Rivarola, City Administrator, City of Lake Lotawana, Missouri
100 Lake Lotawana Dr, Lake Lotawana, MO 64086, 816.578.4215

89th St. & Mission Road, Storm Drainage Improvements

Leawood, KS



In an effort to alleviate existing flooding problems in a neighborhood just east of 89th and Mission, the City of Leawood approached Larkin Lamp Rynearson to evaluate and design a solution to upgrade the existing storm sewer. During the evaluation of the flooding issues, it was determined the existing 84"x48" CMPA and 36" RCP, between the houses, were insufficient to carry the existing flow coming out of an existing 7'x5' RCB across Mission Road from Prairie Village. 10. The finished product was the construction of 800' 9'x4' RCB that tied into a new curb inlet along Mission Rd then runs east to a junction box then north across 89th Street and outlets into a creek. Tied into the system was 1,100 feet of new 42"-18" RCP, 2 curb inlets and 4 area inlets that drain a small swale over the pipe system along the back fence line. This project was completed in the summer of 2015.

Contact: David Ley, City Engineer, City of Leawood, Kansas
4800 Town Center Drive, Leawood, KS 66211, 913.663.9131

Stanley Storm Drainage Improvements

Overland Park, KS



Located southeast of Metcalf Avenue and 151st Street in Overland Park, Kansas, the existing conditions of the Stanley storm drainage leave seven commercial buildings flooded, four of which flooded during the 2-year storm event. The natural stream channels were undersized to convey local and upstream runoff. An estimated project cost of \$7.2 million for over 4,000 linear feet of improvements is currently under construction. The improvements are to enclose the channel with a triple cell (2-12'x6' and 1-9'x6') reinforced concrete box culvert, concrete channel, concrete flume, and angular rock fill. These improvements will remove all seven properties from the 100-year flooding.

Contact: Eric Keenan, Sr. Civil Engineer, City of Overland Park, Kansas
8500 Santa Fe Drive, Overland Park, KS 66212, 913.895.6000

4. Past Performance

Project	Project Description & References
50th Terrace & Nieman Road Storm Drainage Improvements Shawnee, KS 	Larkin Lamp Rynearson was hired by the City of Shawnee in 2007 to perform a Preliminary Engineering Study (PES) to evaluate alternatives for storm drainage improvements within the existing neighborhoods near the intersection of 50th Terrace and Nieman Road. The recommend alternative included the replacement of approximately 2000 L.F. of CMP, undersized RCP and open channel with RCP. The PES was approved for funding in 2010 and Larkin Lamp Rynearson was hired by the City to being design in spring of 2010. The final design included construction of RCP through two existing neighborhoods, mostly through backyards and side yards. Contact: Doug Wesselschmidt, City Engineer, City of Shawnee, Kansas 11110 Johnson Drive, Shawnee, KS 66203, 913.631.2500

Route C (Main Street) and McKernan Park Sidewalk Improvements Peculiar, MO

The City of Peculiar, MO contracted Larkin Lamp Rynearson to design a sidewalk route that met ADA requirements and limited the need for easement acquisitions. The sidewalk was to run from I-49 down Route C (Main Street) and connect into an existing sidewalk at Peculiar City Hall. The City requested the route of the sidewalk run past the front of the Police and Fire Stations and connect into an existing walk at Peace Park. During the evaluation of the sidewalk, it was determined the new walk would need to have crosswalks installed at four different locations for access to the park, police station, and connecting to an existing sidewalk at I-49. A cross walk was designed by the Fire Station for the connection to Peace Park. Two crosswalks were installed at

Broadway Street and Route C (Main Street) to run the sidewalk up along the frontage of the Police Station, and a ramp was designed to allow handicap access to the Police Station. The final crosswalk was needed to cross Route C at I-49 and a pedestrian crossing signal was designed to connect into the existing traffic signals for the safety of pedestrians crossing by the Interstate. In all there was approximately 3500 linear feet of sidewalk and 23 ADA sidewalk ramps installed for this project. There were also several small drainage pipes installed to cross some roadside ditches. The sidewalk at McKearnan Park was approximately 70 linear feet of walk that connected a covered picnic area with an existing sidewalk along the parking lot.

Contact: Carl Brooks, City Engineer, City of Peculiar, Missouri
250 S. Main Street. Peculiar, MO 64078, 816.779.2228

64th Street Improvements Mission Hills, KS



In 2015, the City of Mission Hills, Kansas retained Larkin Lamp Rynearson to design the 64th St. Reconstruction project. The existing storm was undersized and the street subgrade was dilapidated. We upsized the storm sewer for the NOAA 14 10-year flow rates and maintained the same outlet location into Brush Creek. Utilities within the area were relocated and upgraded to current standards. The existing street only had an asphalt overlay on top of a rock subgrade. LLR designed the proposed street repairs with curb and gutter to current standard full depth repairs which includes a subbase, subgrade, and an asphalt overlay. Areas in need for full depth repair were field located and called out on the plans. (Photo is pre-construction)

Contact: Courtney Christensen, City Administrator, City of Mission Hills, Kansas
6300 State Line Rd., Mission Hills, Kansas 66208, (913) 362-9620

4. Past Performance

References

Larkin Lamp Rynearson's clients return to us time after time, a solid indicator of the level of professional service our firm consistently provides.

We encourage you to call the references listed below to ask about the quality of service our firm provides.

**Paula Schwach,
Mayor**

City Westwood Hills, KS
2216 W. 49th St.
Westwood Hills, KS 66205
913.710.8432
Services: On-call City Engineering
Dates: 2014-2015

**Jim Eldridge,
City Administrator**

City of Kearney, MO
100 E. Washington St.
Kearney, MO 64060
816.903.4731
Services: On-call City Engineering
Dates: 2014 & 2015

**Paul Conway,
Public Works Director**

City of Odessa, MO
125 S. 2nd Street
Odessa, MO 64076
816.263.1354
Services: On-call City Engineering
Dates: 2012 & 2014

**Leslee Rivarola,
City Administrator**

City of Lake Lotawana, MO
100 Lake Lotawana Dr
Lake Lotawana, MO 64086
816.578.4215
Services: On-call City Engineering
Dates: 2015



Billing Rates



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5. Billing Rates

Attached are the 2016 hourly billing rates for the firm. Normally these rates are re-evaluated on April 1 of each succeeding year; however, if selected we will honor the 2016 billing rates through the calendar year 2017.

LARKIN LAMP RYNEARSON HOURLY RATE SCHEDULE

MARCH 31, 2016 – MARCH 31, 2017

Position / Title	\$ - Hourly Rate
Principal III	241.00
Sr. Group Leader II	206.00
Sr. Group Leader III	222.00
Sr. Project Manager IV	166.00
Sr. Project Manager III	155.00
Project Manager III	135.00
Sr. Project Engineer II	117.00
Sr. Landscape Architect V	157.00
Landscape Architect II	78.00
Landscape Architect I	70.00
Project Engineer III	97.00
Project Engineer II	90.00
GIS Specialist III	90.00
Sr. Project Designer III	138.00
Project Designer IV	96.00
Engineering Tech II	73.00
Construction Observer V	88.00
Survey Project Mgr III	120.00
Survey Technician II	73.00
Party Chief II	76.00
Survey Field Tech II	60.00
Administrative Assistant II	59.00
Administrative Assistant I	51.00
Marketing Coordinator II	75.00
Offices Services Manager	106.00

Item	\$ - Charge Rate
Plots (Color) bond	\$2.50 /SF
Plots (Color) mylar	\$6.00 /SF
Plots (Color) photo paper	\$6.00 /SF
Mileage	\$0.62/mi
Administration of Subconsultants	Actual cost plus 10%



9001 State Line Rd, Ste. 200 | Kansas City, MO 64114 | 816.361.0440 | LRA-inc.com

Item Number: New Business- VIII.-C.
Committee 12/6/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 11/30/2021
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve 2022 CARS Agreement with Johnson County**
Item Type: Agreement

Recommendation:

Staff recommends approval of the 2022 CARS Agreement with Johnson County for Elledge Dr, Roe Ln to 47th St

Details:

Attached is the agreement for the 2022 CARS project with Johnson County for Elledge Dr, Roe Lane to 47th St. The project will entail a mill & overlay, spot curb & sidewalk replacement. Stormwater improvements will also be incorporated to replace sections of failing pipes and structures. Bike lanes will be added to Elledge Dr to increase the number of bike lanes in the city and will add an alternative mode of travel providing connectivity to 47th St, which currently is a shared road for cyclists and Roe Lane which currently has bike lanes installed.

Design plans are currently being developed and it is staff's intent to put this work out for bid in early 2022 in order to award the contract this coming spring and afford the contractor the opportunity to begin work as soon as weather permits.

The total budget for this project is \$1.53 million. CARS will typically reimburse the city for 50% of the qualified project costs which equals \$693,000, however CARS funding was reduced to \$620,000 for this project. The CARS funding reductions also impacted several other cities in the area so it was not just isolated to Roeland Park. The city also applied for the max amount of \$200,000 for CDBG funding, however received \$125,000. The additional funding from CDBG will assist with balancing the CARS funding shortfall.

The attached agreement reflects the funds allocated by CARS to this project. As has been the case with each CARS allocation, the receiving City is required to approve a funding agreement with the County. The agreement has been reviewed and approved as to form by the City Attorney.

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
	2022 CARS Agreement	Cover Memo

**Agreement between Johnson County, Kansas,
and the City of Roeland Park, Kansas, for the Public Improvement of
Elledge Drive from Roe Lane to 47th Street
(320001369)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2021
by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the
City of Roeland Park, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in
making certain public improvements to Elledge Drive from Roe Lane to 47th Street (the "Project");
and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to
cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this
Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169,
and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an
eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to
execute any and all Agreements for County participation in any CARS Program project which has
been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for
which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute
this Agreement by official vote on the _____ day of _____, 2021.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.
2. **Estimated Cost and Funding of Project**
 - a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement, is One Million Five Hundred Thirty Nine Thousand Dollars (\$1,539,000).
 - b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.
 - c. The Project Costs shall be allocated between the parties as follows:
 - i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Six Hundred Twenty Thousand Dollars (\$620,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:
 1. Land acquisition, right-of-way acquisition, or utility relocation;
 2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, ("Finance Director") cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the City of Roeland Park shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Roeland Park harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

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

**Board of County Commissioners of
Johnson County, Kansas**

City of Roeland Park, Kansas

Ed Eilert, Chairman

Mike Kelly, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney

Item Number: New Business- VIII.-D.
Committee 12/6/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 11/30/2021
Submitted By: Christine Webster
Committee/Department: Arts Committee
Title: **Approve Purchase of Peace Poles for Nall Park**
Item Type: Other

Recommendation:

To approve the purchase of 7 peace poles for Nall Park.

Details:

The Arts Advisory Committee is requesting permission to purchase 7 "Peace Poles" from Missouri artist Lisa Frick. These poles are in an assortment of heights and pattern designs fabricated in cedar wood, acrylic paint and coated in marine varnish. Ms. Frick makes these poles to be installed outside using materials that are resistant to the elements. The Arts Advisory Committee wants to install these poles in proximity to the walking trail in Nall Park. They will be placed so as not to interfere with commonly used sledding runs. It is our intention to continue to add artistic interest to this park and the poles will give patrons a pleasing visual experience as they walk or run on this trail.

The Arts Advisory Committee began discussing these poles some time ago, but it was not until this fall that we made the decision to purchase them. Costs of these poles have increased since we first looked at them a year ago. We have allocated \$2,000.00 out of this year's budget for purchasing as many as we are able. We have estimated that an initial order of 7 poles of varying size (\$1,950; shipping is free) will be enough, but as the poles are placed along the walking trail, we may recognize that more will be needed. The AAC will determine that number in coordination with Parks Committee and it will be a line item in next year's budget.

Financial Impact

Amount of Request: \$1950.00	
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
 Peace Poles	Cover Memo



Peace Poles

Item Number: Ordinances and Resolutions:- IX.-
 A.
Committee 12/6/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 11/19/2021
Submitted By: Erin Winn
Committee/Department: Finance
Title: **Ordinance 1021 - Removing Project Area 2D from the TIF
Redevelopment District and Terminating Redevelopment
District No. 2**
Item Type: Ordinance

Recommendation:

Staff recommends that the City Council approve this Ordinance Removing Project Area 2D from Redevelopment District No. 2 and Terminating Redevelopment District No. 2.

Details:

Project Area 2D, which includes City Hall and Quik Trip, is part of TIF District 2. The statutory 20 year life of Project Area 2D expires on December 18, 2021. With the adoption of this ordinance, staff will notify Johnson County that effective December 31, 2021, the real estate tax increment should no longer be collected and remitted separately to the City of Roeland Park. All of the affected taxing jurisdictions will begin receiving their full amount of property tax revenue beginning January 2022.

Approximately \$73,000 annually will return to Roeland Park's General and Debt Service Funds after closure of this TIF.

Financial Impact

Amount of Request: Approximately \$250,000 annually will return to the other JoCo taxing units; \$73,000 to RP	
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 1021 Removing Project Area 2D and Terminating Redevelopment District 2	Cover Memo
	TIF Boundaries Map	Cover Memo

ORDINANCE NO. 1021

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS, TERMINATING TAX INCREMENT FINANCING FOR REDEVELOPMENT DISTRICT NO. 2 AND PROJECT AREA 2D.

WHEREAS, K.S.A. 12-1770 *et seq.* (the “Act”), provides for the creation of redevelopment districts and the approval of redevelopment plans; and

WHEREAS, Redevelopment District No. 2 was established by Ordinance No. 566 passed by the City Council of the City of Roeland Park, Kansas (the “City”) on January 29, 1992; and

WHEREAS, a Redevelopment Plan for Project Area 2D (the “Project Area 2D Redevelopment Plan”) was prepared in consultation with the Roeland Park Planning Commission, and the City Council of the City passed Ordinance No. 709 on December 19, 2001 approving the Project Area 2D Project Plan; and

WHEREAS, the Project Area 2D Redevelopment Plan was subsequently amended, including by Ordinance No. 923 passed by the City Council on November 16, 2015; and

WHEREAS, the legal description of Project Area 2D is set for the in **Exhibit A** attached hereto; and

WHEREAS, the 20-year period for Project Area 2D under the Act will terminate as of December 18, 2021, and the City desires to terminate tax increment financing for Project Area 2D; and

WHEREAS, the Project Area 2D is the only remaining project area within Redevelopment District No. 2, and the termination of tax increment financing for Project Area 2D will terminate Redevelopment District No. 2.

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

Section 1. The Governing Body hereby terminates tax increment financing for Project Area 2D and Redevelopment District No. 2 as of December 18, 2021.

Section 2. This Ordinance shall take effect and be in force from and after its passage by the governing body and its publication once in the official City newspaper.

PASSED by the Governing Body and **SIGNED** by the Mayor on _____, 2021.

(SEAL)

Mayor

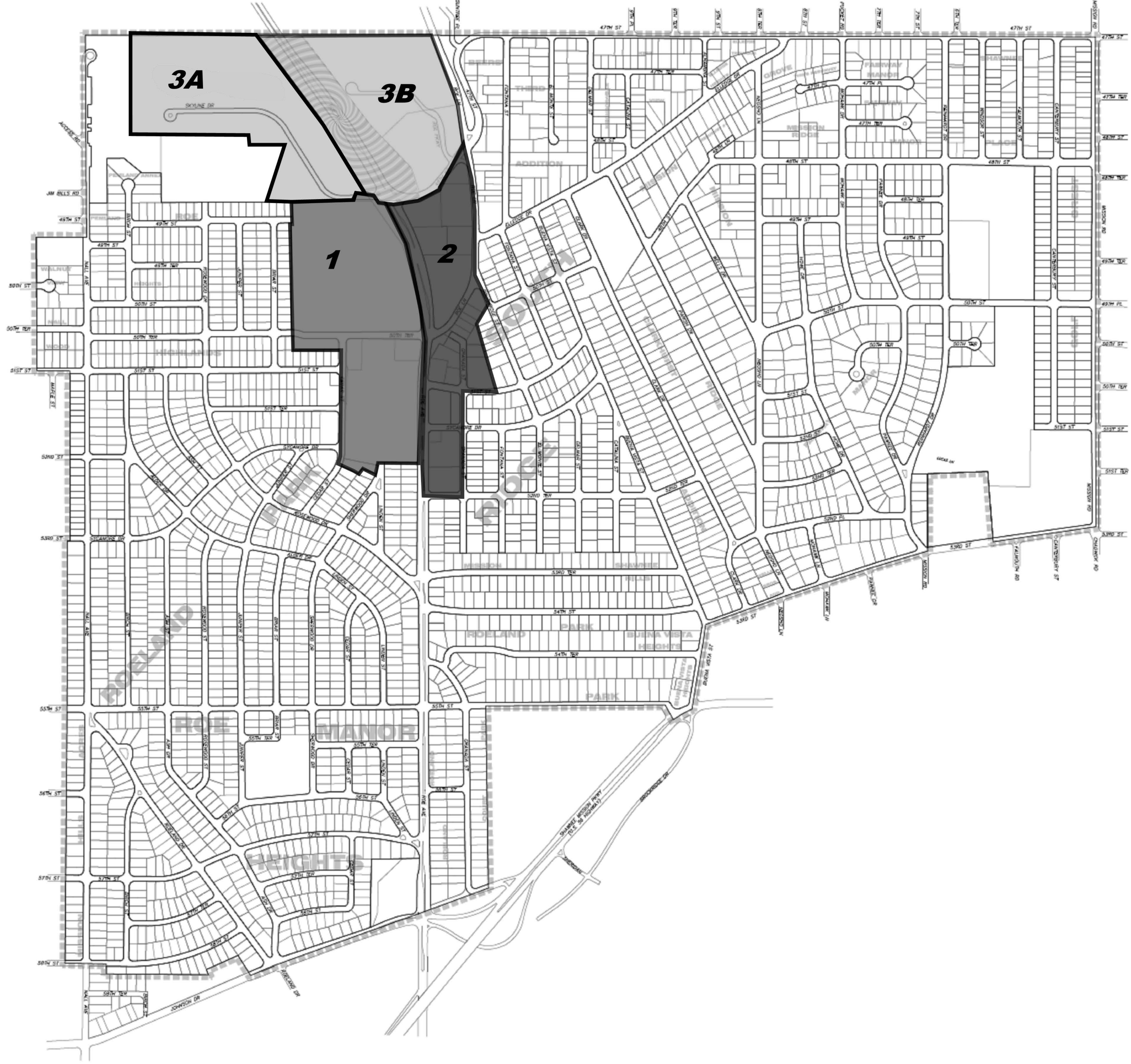
City Clerk

Ordinance terminating Redevelopment District No. 2

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA 2D

ROELAND PARK CITY HALL CONDOMINIUMS; Lots 15 through 24 of Block 9, SOUTHRIDGE; Parts of Lot 1 and Lot 2 of Block 10, SOUTHRIDGE not included in the Final Plat of QUIKTRIP 174; QUIKTRIP 174; and Lots 1 through 5 of ROE LANE SUBDIVISION.



Item Number: Reports of City Officials:- XI.-A.
Committee 12/6/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 11/30/2021
Submitted By: Chris Verbrugge
Committee/Department: Admin.
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?

ATTACHMENTS:

Description	Type
☐ COVID Report	Cover Memo
☐ Johnson County KERA Applications per Capita 11.30.2021	Cover Memo

- 📄 Harvesters Report 12.2.2021
- 📄 Glossary of Terminology

Cover Memo

Cover Memo

Memo



To: Governing Body

From: Chris Verbrugge, City Management Intern

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

RE: COVID-19 Update for the Period November 15 – November 30, 2021.

Below is a summary of activities that took place for the second half of November 2021 related to the COVID-19 Pandemic in Roeland Park and beyond.

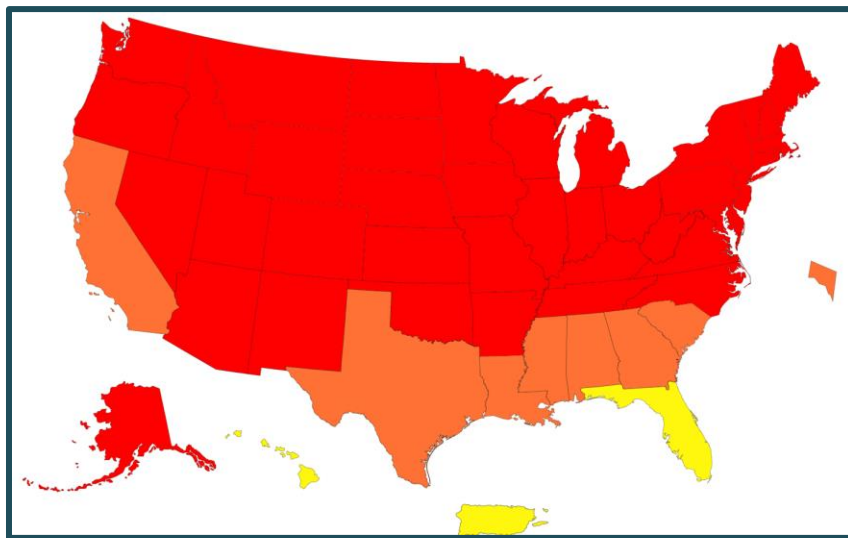
General

- As of November 30, 2021, Roeland Park is still in Phase 3 of the reopening plan.
- As of November 30, 2021, the State of Kansas is in Phase 5 of the vaccine distribution plan. All Kansans, aged 5 and older, are eligible to receive a COVID-19 vaccine.
- Moderna [is nearing](#) a deal to pledge more vaccines to lower-income countries.
- The Johnson County Mental Health Center [has launched](#) a Health and Wellness Bingo card to help keep people healthy during the COVID-19 pandemic.
 - The bingo card can be found [here](#).
- Shawnee Mission middle and high school students [will not be required](#) to wear masks starting on January 3, 2022.
 - The Shawnee Mission School District will also join Kansas's "test-to-stay" COVID-19 testing program on January 4. The program will require daily testing for students and staff for seven days after exposure to a positive COVID-19 case.
- The FDA [has cleared](#) both the Moderna and Pfizer COVID-19 booster shots for all adults.
 - Any adult may now receive a Moderna or Pfizer booster regardless of which FDA-authorized vaccination course they received previously.
- Governor Kelly [announced](#) that COVID-19 booster shots are available to all fully vaccinated adults.

-
- Pfizer [is seeking](#) FDA emergency use authorization for its experimental COVID-19 antiviral pill which the company claims reduces hospitalizations.
 - Pfizer [has signed](#) a deal with a United Nations-backed group to allow other manufacturers to make its experimental COVID-19 pill. The move could make the treatment available to more than half the world's population.
 - The Biden Administration [has purchased](#) 10 million courses of Paxlovid, the Pfizer antiviral COVID-19 pill.
 - Pfizer [is expected to ask](#) the FDA for authorization of a COVID-19 booster shot for teens aged 16 and 17.
 - According to [a new analysis](#), Merck's COVID-19 antiviral pill was significantly less effective at cutting hospitalizations and deaths than previously reported.
 - The Food and Drug Administration (FDA) [has deemed](#) Merck's COVID-19 antiviral pill effective but points to potential safety concerns as cause for continued research.
 - The CDC [has expanded](#) eligibility for the COVID-19 booster to all adults aged 18 and older who received a Pfizer or Moderna vaccine at least 6 months ago.
 - Governor Kelly [announced](#) the first round of Pandemic Assistance and Vaccine Equity (PAVE) Grants funding to community organizations to support COVID-19 vaccination efforts.
 - Vice President Kamala Harris [announced](#) \$1.5 billion in funds to support the U.S. health care workforce and fight a shortage of doctors in underserved areas.
 - U.S. Representative Sharice Davids [announced](#) \$1.2 million in federal relief funds have been secured for airports and transportation businesses in 3rd District, include Johnson County.
 - The Missouri Department of Health and Senior Services [issued](#) a COVID-19 hotspot advisory for several northwest Missouri counties.
 - Governor Kelly [announced](#) the departure of Secretary of Health and Environment Dr. Lee Norman.
 - Kansas Department of Health and Environment Deputy Secretary Ashley Gross served as Acting Secretary until a permanent candidate was confirmed.
 - Senior Advisory for COVID-19 Vaccine Equity Ximena Garcia is Acting State Health Officer and Medicaid Medical Director.
 - Governor Kelly [announced](#) Janet Stanek as her nominee to be Kansas Secretary of Health and Environment. She will need to be confirmed by the Kansas Senate.
 - Johnson County Department of Health and Environment Director Dr. Sanmi Areola provided an update to the Board of County Commissioners.

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- The most recent public health update can be found [here](#).
 - Johnson County [approved](#) a \$1.9 million grant to expand and improve mental health services.
 - In a one-day Special Session, the Kansas Legislature [passed](#) a bill on vaccine exemptions in a response to federal vaccination mandates.
 - Governor Kelly [signed HB 2001](#), the bill from the one-day Special Session, in response to federal vaccination mandates. The bill will require exemptions and eligibility for unemployment benefits.
 - The Shawnee Mission Post [created](#) a run-down of changing mask policies in local school districts in Johnson County.
 - The Unified Government of Wyandotte County [extended](#) their mask mandate through to January 6, 2022.
 - The Unified Government cited the winter holidays, COVID-19 surges, and vaccination rates for why they extended the mask order.
 - The Johnson County Sheriff's Office [announced](#) it will spend \$30,000 on COVID-19 antibody tests in a first-in-the-nation partnership with biotechnology company Aditxt.
 - The World Health Organization [has classified](#) a new variant, the Omicron Variant, as a variant of concern.
 - Researchers [continue to determine](#) the severity of the variant, its transmissibility, and its risk of reinfection.
 - The World Health Organization [said](#) in a technical brief, that the "likelihood of potential further spread of omicron at the global level is high".
 - The technical brief can be found [here](#).
 - The WHO [followed](#) a 2015 'best practices' guide in naming the Omicron variant, skipping two Greek letters from the previous classified variant.
 - The 2015 guide used can be found [here](#).
 - The World Health Organization, warning against complacency, [said](#) that measures used against the Delta variant should be the bedrock for the response against Omicron, include increasing vaccination rates, practicing proper distancing, and wearing masks.
 - National Institutes of Health Director Dr. Francis Collins [stressed](#) that the newly emerged coronavirus variant "ought to redouble" vaccination efforts and other mitigation strategies.
 - Canadian health officials [announced](#) the first cases of the Omicron COVID-19 variant in North America.
 - BioNTech [is studying](#) the coronavirus variant discovered in South Africa, designed Omicron, and will know the effectiveness of its vaccines against the variant within two weeks.

- Testing labs in the United States [are preparing](#) for the first U.S. cases of the Omicron variants, seeking to solidify the variant surveillance network.
- The United States [is restricting travel](#) to eight south African nations in response to the spread of the Omicron variant.
 - The eight countries are:
 - South Africa
 - Botswana
 - Zimbabwe
 - Namibia
 - Lesotho
 - Eswatini
 - Mozambique
 - Malawi
- Kansas travel and exposure-related isolation and quarantine information, including places from which travelers must quarantine, can be found [here](#).
- Johnson County upgraded its COVID-19 transmissibility risk to “high” from “substantial” per the Johnson County COVID-19 Dashboard on November 12, 2021.
- The Centers for Disease Control and Prevention show Kansas and Missouri remain in an area of high COVID-19 transmission rates. The shown map is of the seven-day period of December 2, 2021.



	Low	Moderate	Substantial	High
New cases per 100,000 in past 7 days	<10	10-49.99	50-99.99	≥100
Percentage of positive NAATs tests in past 7 days	<5%	5-7.99%	8-9.99%	≥10.0%

- If two indicators suggest different transmission levels, then the higher level is selected.

	Johnson County Dashboard	Johnson County per MARC	MARC Region	Notes
Percent Positivity Rate	10.7%†	-----	-----	Data not reported by MARC
Daily Average Cases	261ω	143*	481*	
Daily New Cases	755**	281**	433**	
Daily Average Deaths	1	0*	1*	
Daily New Deaths	1α	0**	2**	
Percentage of Population with at least 1 Dose	69.3%℥	84.2%***	66.94%***	
Percentage of Population with Full Vaccination	60.3%℥	67.3***	55.2%***	
Additional Doses Administered	85,428**	-----	-----	Data not reported by MARC

*Past 7-days average with a 10-day enforced lag to account for delays in reporting

**Reporting for November 29, 2021.

***Percentage based on total population, includes ineligible individuals.

† 7 Day on December 3, 2021.

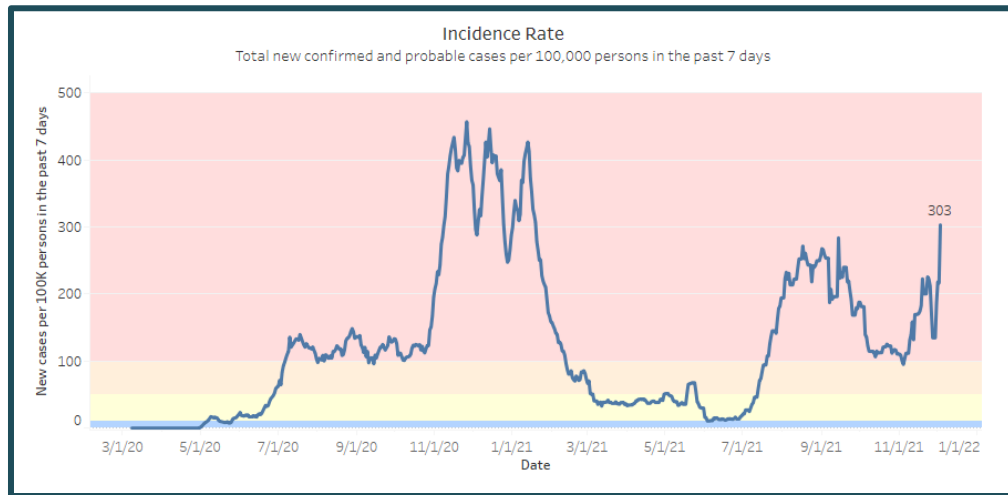
ω 7 Day Average as of November 11, 2021.

℥ Percentage of eligible population (those aged 5 years and older).

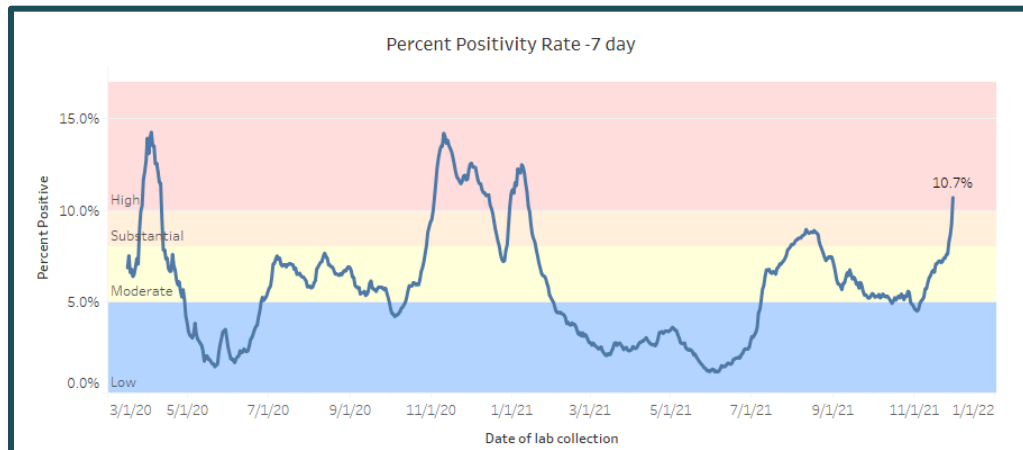
α As of November 29, 2021.

MARC warns that there will be additional data delays during the holiday season and numbers are subject to change.

- Incidence Rate



- Percent Positivity Rate – 7 Day



Administration/Neighborhood Services

- The Administration Department will continue to provide the most up-to-date information regarding the money expended toward assistance programs.
 - Kansas Emergency Rental Assistance (KERA)
 - Roeland Park households have received \$165,556.18 of \$425,017.85 request as of November 22, 2021.

-
- Johnson County households have received \$16,472,273.66 in KERA funds as of November 22, 2021.
 - Roeland Park Rent and Utility Assistance
 - \$0 of budgeted \$15,000 as of November 30, 2021.
 - Neighbors Helping Neighbors
 - \$4,150 of budgeted \$10,000 as of October 31, 2021.
 - Property Tax Rebate Program
 - \$11,480.06 of budgeted \$15,000 as of October 31, 2021.
 - Food Assistance
 - There is no singular food assistance program for the City or County.
 - Attached to the agenda is a report from Harvesters about the food resources provided to Roeland Park residents.

Public Works

- Staff is continuing to follow all safety guidelines. There are no other updates from the Department of Public Works.

Police Department/Municipal Court

- There are no updates regarding the Police Department or Municipal Court.

Community Center and Parks & Recreation

- There are no updates regarding the Community Center or the Department of Parks & Recreation.

City	Incomplete	Closed	Requires Applicant/Landlord Response	Eligibility Review in Process	Declined by the program	Declined by the Property Mgr	Withdrawn	Payment Sent	Total Applications Per City	Total Requested Per City (Excludes , incomplete & withdrawn applications)	Total Paid Per City	Population (MARC 2020)	Total Paid per Capita
Bonner Springs	53	5	13	46	6	0	2	78	203	\$606,071.92	\$336,867.07	7966	\$42.29
De Soto	17	4	2	15	1	0	3	19	61	\$210,118.07	\$115,680.83	6648	\$17.40
Edgerton	10	3	0	9	2	0	0	7	31	\$70,006.73	\$27,052.55	1773	\$15.26
Fairway	5	0	0	1	2	0	0	1	9	\$118,735.29	\$10,695.14	3963	\$2.70
Gardner	103	10	11	105	3	0	14	161	407	\$1,512,005.14	\$883,712.66	22370	\$39.50
Lake Quivira	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	930	\$0.00
Leawood	12	3	1	28	2	0	3	36	85	\$586,952.81	\$273,280.40	34669	\$7.88
Lenexa	186	41	31	218	17	2	39	310	844	\$3,180,847.90	\$1,655,964.78	56156	\$29.49
Merriam	19	7	1	29	1	0	4	45	106	\$414,504.12	\$222,477.15	11128	\$19.99
Mission	56	9	3	56	0	0	9	67	200	\$495,096.65	\$269,672.97	9873	\$27.31
Mission Hills	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	3533	\$0.00
Mission Woods	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	195	\$0.00
Olathe	344	69	36	304	36	2	65	488	1344	\$5,438,162.46	\$2,788,838.10	141665	\$19.69
Overland Park	578	126	74	597	35	0	112	1080	2602	\$10,364,833.38	\$6,405,159.45	197381	\$32.45
Prairie Village	13	3	2	14	5	0	3	25	65	\$357,065.67	\$165,234.54	22315	\$7.40
Roeland Park	28	7	0	24	0	0	3	36	98	\$425,017.85	\$165,556.18	6652	\$24.89
Shawnee	219	41	26	221	19	0	32	323	881	\$3,069,648.13	\$1,707,342.18	66298	\$25.75
Spring Hill	19	3	1	22	1	0	2	31	79	\$362,568.32	\$189,101.94	7871	\$24.03
Westwood	1	0	0	4	1	0	0	5	11	\$79,628.30	\$51,670.64	1642	\$31.47
Westwood Hills	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	390	\$0.00
Totals:	1663	331	201	1693	131	4	291	2712	7026	\$27,291,262.74	\$15,268,306.58	603418	

Avg Per Capita
\$18.38

Status Explanation:

Incomplete: The application has been started by either the tenant or landlord and hasn't been completed.

Closed: The application was not complete and the tenant did not provide documentation requested by KERA Staff. The applicant can reopen their application at any time by reaching out to our KERA office.

Requires Applicant/Landlord Response: The application has been processed by KERA staff and we are currently waiting on additional documents or response from the tenant.

Eligibility Review in Process: The applications are either pending initial review, pending property manager acceptance, ready for final review or approved for funding.

Declined by Program: Application doesn't meet the program requirements.

Declined by Property Manager: The Property Manager does not want to participate.

Withdrawn: Received a duplicate application and the applications have been withdrawn.

KERA Program Wide

Total Payments **\$59,093,902.00** We are processing payments weekly on Wednesdays



Harvesters' COVID-19 Pandemic Response

The social and economic upheaval brought by the COVID-19 pandemic means that more of our neighbors need food assistance than before. Feeding America's "Map the Meal Gap 2021" study estimates that over 57,100 people are facing the threat of food insecurity, including approximately 19,285 children, in Johnson County. Additionally, our agency partners report needing 40% more food to adequately address the increased need in our shared communities. As the sole food bank serving our region, Harvesters has been on the front line of fighting hunger and helping our neighbors maintain access to an abundant supply of nutritious food.

In March 2020, Harvesters shifted our model to emergency status and committed to meeting increased demand for food relief. We have leveraged our partnership with Feeding America, the nationwide network of over 200 food banks, along with our large-scale purchasing power, to buy more than ever before for distribution throughout our 26-county service area. In FY21, Harvesters distributed over 75 million pounds of food throughout our region, representing an 18% increase compared to the food distributed in FY20 and a 45% increase in the volume distributed in FY19. We know now that this increase is our new normal, and we must remain on the front line, full speed ahead for the foreseeable future in our efforts to feed our hungry community members today and work to end hunger tomorrow.

In Roeland Park specifically, Harvesters partners with Roeland Elementary to provide BackSnacks full of healthy food to 40 children each weekend during the school year. Historically, Harvesters also partnered with 2 other agencies to provide after-school and summer meals to children in Roeland Park through our Kids Cafe program; but the pandemic has forced some of our Kids Cafe partners to close to ensure safe, social distancing measures. Within Johnson County, Harvesters partners with over 100 agencies and schools each year to provide nutritious food and household goods to our neighbors in need through all our food relief programming.

Harvesters' Food Distribution in Johnson County		
Time Period	Pounds Distributed	Meals Provided
January – December 2019	5,939,365	4,941,137
March – December 2020	7,775,588	6,479,656
January – October 2021	7,109,241	5,924,367
March 2020 – October 2021	14,918,595	12,432,162

Harvesters' Food Distribution in Roeland Park		
Time period	Pounds Distributed	Meals Provided
January – December 2019	8,584	7,153
March – December 2020	1,303	1,085
January – October 2021	1,261	1,050
March 2020 – October 2021	2,564	2,136

Glossary of Terms



To: Governing Body

From: Chris Verbrugge, City Management Intern

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

RE: COVID-19 Terminology.

Throughout the course of this pandemic, many different organizations, people, and terminology have become part of our regular vocabulary. It can be difficult to keep track of all the new terms, keep up with new variants, or remember all the abbreviations for different organizations. Please find below a glossary of terms many have encountered.

Legislation

- American Rescue Plan Act of 2021
 - Also known as the COVID-19 Stimulus Package, the American Rescue Plan, ARP Act, or ARPA, the legislation is a \$1.9 trillion economic stimulus bill.
 - Passed by the 117th Congress.
 - Signed by President Joe Biden.
 - Effective March 11, 2021.
- Budget Reconciliation
 - A special parliamentary procedure of the United States Congress set up to expedite the passage of certain budgetary legislation in the U.S. Senate.
 - The procedure overrides the filibuster rules in the U.S. Senate allowing bills to be passed with a simple 51-vote majority, or 50-50 vote with a tie breaking vote.
 - Once -arcane, budget reconciliation has been at the forefront on recent major legislation.
- Consolidated Appropriations Act of 2021

-
- The act is a \$2.3 trillion spending bill that combines \$900 billion in stimulus relief for the COVID-19 pandemic in the United States with a \$1.4 trillion omnibus spending bill for the 2021 federal fiscal year (combining 12 separate annual appropriations bills).
 - Passed by both chambers of Congress on December 21, 2020, with large bipartisan support and was signed into law on December 27, 2020.
 - Coronavirus Aid, Relief, and Economic Security Act
 - Also known as the CARES Act, the legislation is a \$2.2 trillion economic stimulus bill.
 - Passed by the 116th Congress.
 - Signed by President Donald Trump.
 - Effective March 27, 2020.
 - Coronavirus Economic Relief for Transportation Services (CERTS) Act
 - Division N, Title IV, Subtitle B of the Consolidated Appropriations Act of 2021
 - Authorizes the Department of Treasury to provide grants to eligible motorcoach companies, school bus companies, passenger vessel companies, and pilotage companies that have experienced annual revenue losses of 25% or more as a result of COVID-19.
 - Omnibus Spending Bill
 - A type of bill in the United States that packages many of the smaller ordinary appropriations bills into one larger single bill that can be passed with only one vote in each house.
 - There are twelve different ordinary appropriations bills that need to be passed each year, one for each appropriations sub-committee. An omnibus bill combines at least two.
 - The twelve appropriations sub-committees are:
 - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies
 - Commerce, Justice, Science, and Related Agencies
 - Defense
 - Energy and Water Development
 - Financial Services and General Government
 - Homeland Security
 - Interior, Environment, and Related Agencies
 - Labor, Health and Human Services, Education, and Related Agencies
 - Legislative Branch
 - Military Construction, Veterans Affairs, and Related Agencies

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- State, Foreign Operations, and Related Programs
 - Transportation, Housing and Urban Development, and Related Agencies
 - Paycheck Protection Program
 - Also known as (PPP), the Program is a \$959 billion business loan program established in 2020 via the CARES Act.
 - It is implemented by the Small Business Administration.
 - Paycheck Protection Program and Health Care Enhancement Act
 - A \$484 billion law that increases funding to the Paycheck Protection Program and provided more funding for hospitals and testing for COVID-19.
 - Added as an amendment to the CARES Act.

Organizations

- Aditxt
 - A biotechnology company based in Richmond, Virginia.
 - Aditxt has partnered with the Johnson County Sheriff's Office to supply COVID-19 antibody tests called AditxtScore for COVID-19.
- Advisory Committee on Immunization Practices
 - The Advisory Committee on Immunization Practices (ACIP) is a committee within the CDC which provides recommendations on vaccines and other immunization practices.
- BioNTech SE
 - Short for Biopharmaceutical New Technologies, BioNTech is a German biotechnology company that develops and manufactures active immunotherapies for patient-specific approaches to the treatment of diseases.
 - A partner developer of the Pfizer-BioNTech COVID-19 vaccine.
- Centers for Disease Control and Prevention
 - The Centers for Disease Control and Prevention (CDC) is the national public health agency of the United States.
 - It is a federal agency under the Department of Health and Human Services.
 - It is headquartered in Atlanta, Georgia.
 - Its director is Dr. Rochelle Walensky. The position is presidentially nominated. It did not require Senate confirmation.

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- Centers for Medicare and Medicaid Services
 - The Centers for Medicare and Medicaid Services (CMS) is a federal agency within the U.S. Department of Health and Human Services.
 - It administers the Medicare program and works in partnership with state governments to administer Medicaid, the Children's Health Insurance Program (CHIP), and health insurance portability standards.
 - Other responsibilities include simplification standards from the Health Insurance Portability and Accountability Act (HIPAA).
 - It is headquartered in Maryland.
 - It is led by Administrator Chiquita Brooks-LaSure.
 - Department of Health and Human Services
 - The United States Department of Health and Human Services (HHS), sometimes called the Department of Health or Health Department, is a cabinet-level executive branch.
 - It was created to protect the health of all Americans and to provide essential human services.
 - It is headquartered in Washington, D.C.
 - It is led by a Cabinet Secretary, which is presidentially nominated and requires confirmation from the U.S. Senate.
 - It is currently led by Secretary Xavier Becerra.
 - Department of Labor
 - The United States of Labor (DOL) is a cabinet-level department of the executive branch at the federal level.
 - It is responsible for occupational safety and health, wage and hour standards, unemployment benefits, reemployment services, and sometimes economic statistics.
 - It is headquartered in Washington, D.C.
 - It is led by a Cabinet Secretary, which is presidentially nominated and requires confirmation from the U.S. Senate.
 - It is currently led by Secretary Marty Walsh.
 - Food and Drug Administration
 - The Food and Drug Administration (FDA) is federal agency part of the Department of Health and Human Services.
 - The FDA is responsible for protecting and promoting public health through the control and supervision of food safety, tobacco products, prescriptions and over-the-counter

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- pharmaceutical drugs, vaccines, biopharmaceuticals, blood transfusions, medical devices, electromagnetic radiation emitting devices (ERED), and other products.
 - It is led by acting Commissioner Janet Woodcock.
 - Department of Transportation
 - The United States Department of Transportation is a cabinet-level department of the executive branch at the federal level.
 - The Department's mission is "to develop and coordinate policies that will provide an efficient and economical national transportation system, with due regard for need, the environment, and the national defense".
 - The Department is responsible for the Coronavirus Economic Relief for Transportation Services (CERTS) program.
 - It is led by Secretary Pete Buttigieg.
 - Department of the Treasury
 - The United States Department of the Treasury is a cabinet-level department of the executive branch at the federal level.
 - The Department, through agencies, manages the printing and coinage of currency, collects all federal taxes, manages U.S. government debt instruments, licenses and supervises banks and thrift institutions, and advises legislative and executive branches on matters of fiscal policy.
 - Oversees many aspects of coronavirus relief legislation and funding.
 - Currently led by Secretary Janet Yellen.
 - Johnson & Johnson
 - Johnson & Johnson (J&J) is an American multinational corporation founded in 1886 that develops medical devices, pharmaceuticals, and consumer packaged goods.
 - Developer of the Johnson & Johnson COVID-19 vaccine.
 - Johnson County Department of Health and Environment
 - The Johnson County Department of Health and Environment (JDHE) is the county-level agency responsible for public health, medical records, and sustainability in Johnson County.
 - It is led by Dr. Sanmi Areola who serves as Director.
 - Kansas Department of Health and Environment

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- The Kansas Department of Health and Environment (KDHE) is the state agency in Kansas responsible for Kansas's public health system, medical records, and environmental sustainability.
 - It is headquartered in Topeka, Kansas.
 - It is led by Secretary Lee Norman.
 - Moderna, Inc
 - Moderna is a pharmaceutical and biotechnology company that focuses on RNA therapeutics, primarily mRNA vaccines.
 - The company's only commercial product in the Moderna COVID-19 vaccine.
 - National Institutes of Health
 - The National Institutes of Health (NIH) is the primary agency of the U.S. government responsible for biomedical and public health research.
 - The NIH comprises 27 separate institutes and centers of different biomedical disciplines.
 - The NIH is part of the US Department of the Health and Human Services.
 - The majority of NIH facilities are located in Bethesda, Maryland, and other nearby Washington, D.C. suburbs. There are some primary facilities in North Carolina and smaller satellite facilities around the country.
 - It is led by Director Francis Collins who was appointed, received Senate confirmation, and took the oath of office in 2009.
 - National Institute of Allergy and Infectious Diseases
 - The National Institute of Allergy and Infectious Diseases (NIAID) is one of the 27 institutes and centers that make up the National Institutes of Health.
 - It is the main NIH institute that has been addressing the COVID-19 pandemic.
 - It is headquartered in North Bethesda, Maryland.
 - It is by Director Anthony Fauci.
 - Occupational Safety and Health Administration
 - The Occupational Safety and Health Administration (OSHA) is a regulatory agency of the U.S. Department of Labor.
 - It is located within the Department of Labor headquarters.
 - It is led by the Assistant Secretary of Labor for Occupational Safety and Health.
 - It is led by Jim Frederick, serving in an Acting position.
 - Pfizer Inc.

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- Pfizer is an American multinational pharmaceutical and biotechnology corporation founded in 1849.
 - Pfizer develops and produces medicines and vaccines for immunology, oncology, cardiology, endocrinology, and neurology.
 - A key developer of the Pfizer-BioNTech COVID-19 vaccine.
 - Small Business Administration
 - The U.S. Small Business Administration (SBA) is a federal government agency that provides support to entrepreneurs and small businesses.
 - It implements the Paycheck Protection Program.
 - It is headquartered in Washington, D.C.
 - It is led by an Administrator serving at the Cabinet level.
 - It is led by Isabel Guzman.
 - Strengthening People and Revitalizing Kansas
 - The Strengthening People and Revitalizing Kansas (SPARK) Taskforce is a bipartisan executive committee that oversees federal funds related to COVID-19.
 - Governor Kelly announced the first SPARK Taskforce to oversee distribution of funds from the CARES Act.
 - Governor Kelly announced the second SPARK Taskforce in June of 2021.
 - There are four advisory committees under the Executive Committee
 - Economic Revitalization
 - Health and Education
 - Connectivity
 - Efficiency and Modernization
 - SPARK Members:
 - Lieutenant Governor David Toland – Chair
 - Secretary of Administration DeAngela Burns-Wallace – Governor Kelly’s Public Sector Appointee
 - Jon Rolph, Governor Kelly’s Private Sector Appointee
 - Speaker of the House Ron Ryckman
 - Senate President Ty Masterson
 - Greg Orman – Speaker Ryckman’s Appointee
 - Bill Pickert – Senate President Masterson’s Appointee
 - United Nations

-
- The United Nations (UN) is an intergovernmental organization aiming to maintain international peace and security, develop friendly relations among nations, achieve international cooperation, and be a center for harmonizing the actions of nations.
 - The UN is headquartered on international territory in New York City and has other main offices in Geneva, Nairobi, Vienna, and The Hague.
 - It is the parent organization of the World Health Organization. There are 15 specialized agencies of which the World Health Organization is one.
 - It is led by Secretary-General Antonio Guterres.
 - United States Public Health Service
 - The United States Public Health Service is a collection of agencies of the Department of Health and Human Services concerned with public health. It contains eight of the 11 operating divisions of the Department.
 - It is headquartered in Washington, D.C.
 - It is led by the Assistant Secretary for Health.
 - The serving Assistant Secretary for Health is Rachel Levine.
 - United States Public Health Service Commissioned Corps
 - The United States Public Health Service Commissioned Corps (PHSCC) is the federal uniformed service of the U.S. Public Health Service. It is one of the eight uniformed services of the U.S.
 - Along with its parent division, it is under the direction of the Department of Health and Human Services.
 - It is led by the Surgeon General who holds the rank of vice admiral. The Surgeon General reports directly to the Assistant Secretary for Health.
 - The current Surgeon General is Vivek Murthy.
 - World Health Organization
 - The World Health Organization (WHO) is the specialized agency of the United Nations responsible for international public health.
 - The WHO relies on contributions from member states (both assessed and voluntary) and private donations for funding. A majority of its \$7.2 billion 2020-2021 budget came from voluntary contributions from member states.
 - The World Health Assembly (WHA) is the legislative and supreme body of the WHO. It appoints the director-general every five years.

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- It is headquartered in Geneva, Switzerland, with six semi-autonomous regional offices and 150 field offices worldwide.
 - Director-General Dr. Tedros Adhanom Ghebreyesus was appointed on July 1, 2017.

People

- Sanmi Areola
 - Director of the Johnson County Department of Health and Environment
- Xavier Becerra
 - United States Secretary of Health and Human Services
- Joseph Biden
 - President of the United States
- Chiquita Brooks-LaSure
 - Administrator of the Centers for Medicare and Medicaid Services
- DeAngela Burns-Wallace
 - Kansas Secretary of Administration
 - Serves on the SPARK Taskforce
- Pete Buttigieg
 - United States Secretary of Transportation
- Francis Collins
 - Director of the National Institutes of Health
- Ethan Corson
 - Kansas Senator for the 7th Kansas Senate District
- Sharice Davids
 - United States Representative for Kansas' 3rd congressional district
- Anthony Fauci
 - Director of the National Institute of Allergy and Infectious Diseases and Chief Medical Advisor to the President
- Jim Frederick
 - Acting Assistant Secretary of Labor for Occupational Safety and Health
- Ximena Garcia

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- Senior Advisor for COVID-19 Vaccine Equity to Governor Kelly, and Acting State Health Officer Medicaid Medical Director following Secretary Norman's departure.
 - Tedros Adhanom Ghebreyesus
 - Director-General of the World Health Organization
 - Ashley Gross
 - Kansas Department of Health and Environment Deputy Secretary and Acting Secretary of KDHE until a permanent appointment is made following Secretary Norman's departure.
 - Antonio Guterres
 - Secretary-General of the United Nations
 - Isabel Guzman
 - Administration of the Small Business Administration
 - Kamala Harris
 - Vice President of the United States
 - President of the United States Senate
 - Laura Kelly
 - Governor of the State of Kansas
 - Patrick "Pat" Leahy
 - President Pro Tempore of the United States Senate
 - Rachel Levine
 - Assistant Secretary for Health
 - Elizabeth MacDonough
 - Parliamentarian of the United States Senate
 - Roger Marshall
 - United States Senator for Kansas
 - Ty Masterson
 - President of the Kansas Senate
 - Serves on the SPARK Taskforce
 - Kevin McCarthy
 - United States House Minority Leader
 - Addison "Mitch" McConnell
 - United States Senate Minority Leader
 - Gerald "Jerry" Moran
 - United States Senator for Kansas

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- Vivek Murthy
 - Surgeon General of the United States
 - Lee Norman
 - Kansas Secretary of Health and Environment
 - Departed November 2021
 - Greg Orman
 - Speaker Ryckman's Appointee to the SPARK Taskforce
 - Nancy Pelosi
 - Speaker of the United States House of Representatives
 - Bill Pickert
 - Senate President Masterson's Appointee to the SPARK Taskforce
 - John Rolph
 - Governor Kelly's Private Sector Appointee to the SPARK Taskforce
 - Ron Ryckman
 - Kansas Speaker of the House
 - Serves on the SPARK Taskforce
 - Charles "Chuck" Schumer
 - United States Senate Majority Leader
 - David Toland
 - Lieutenant Governor of Kansas
 - Also serving as Kansas Secretary of Commerce
 - Serves on the SPARK Taskforce
 - Donald Trump
 - Former President of the United States.
 - Rochelle Walensky
 - Director of the Centers for Disease Control and Prevention
 - Marty Walsh
 - United States Secretary of Labor
 - Janet Woodcock
 - Acting Commissioner of the Food and Drug Administration
 - Rui Xu
 - Kansas House Representative for the 25th Kansas House District
 - Janey Yellen

- United States Secretary of the Treasury

Terminology

- Antigen
 - A toxin or other foreign substance which induces an immune response in the body, especially the production of antibodies.
- Bacterium
 - A member of a large group of unicellular microorganisms which have cell walls but lack organelles and an organized nucleus, including some that can cause disease.
 - Plural: bacteria
- Blockbuster Drug
 - A blockbuster drug is a drug that generates more than \$1 billion in revenue for a pharmaceutical company in a single year.
- Booster
 - A dose of the vaccine given many weeks after the initial 2 doses to boost immunity.
- Breakthrough Case
 - A verified case of COVID-19 in an individual who had previously been fully vaccinated.
- Coronavirus
 - Coronaviruses (CoV) are a large family of viruses that cause illness ranging from the common cold to more severe diseases including Severe Acute Respiratory Syndrome (SARS-CoV).
 - A novel coronavirus is a new strain that has not been previously identified in humans.
 - Coronaviruses are RNA viruses. They are characterized by club-like spikes that project from their surface and an unusually large RNA genome.
- COVID-19
 - An abbreviation for coronavirus disease 2019, COVID-19 is a new strain of coronavirus discovered in 2019.
 - Sometimes referred to as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- Emergency Use Authorization
 - In declared times of emergency, the FDA may allow emergency use authorization (EUA) of drugs and other products prior to full statutory approval.

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- Emergency Temporary Standard
 - Sometimes noted as (ETS), these standards are rules set in place by OSHA for worker safety.
 - Joe Biden's vaccine mandate for large employers may come to rely on OSHA's ETS.
 - Epidemic
 - A widespread occurrence of an infectious disease in a community at a particular time.
 - A sudden outbreak of a disease in a certain geographical area.
 - Full Vaccination
 - A person will have reached full vaccination two weeks after receiving their second/final vaccine.
 - Heterologous Vaccine
 - A vaccine that is different than the original vaccine dose.
 - Mix-and-match vaccine.
 - Monoclonal
 - forming a clone that is derived asexually from a single individual or cell.
 - Pandemic
 - An outbreak of a disease that has spread across several countries or continents.
 - Presumptive Case
 - When a patient has tested positive by a public health laboratory, but the results are still pending confirmation at the CDC.
 - Or when a patient does not have a positive PCR test that confirms if they have COVID-19 but is showing symptoms and has had close contact with a confirmed case. The case may be recategorized following a positive PCR test [per [Oregon](#)].
 - Variant of Concern
 - A category used when mutations in Receptor Binding Domain substantially increase binding affinity in RBD-hACE2 complex, while also being linked to rapid spread in human populations.
 - A variant in which there is evidence of an increase in transmissibility, more severe disease (e.g. increased hospitalizations or deaths), significant reduction neutralization by antibodies generated during previous infection or vaccination, reduced effectiveness of treatments or vaccines, or diagnostic detection failures.
 - Second level.
 - Variant of High Consequence

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- These variants have clear evidence that prevention measures or medical countermeasures have significantly reduced effectiveness relative to previously circulating variants.
 - Highest level.
 - There are currently no variants of high consequence.
 - Variant of Interest
 - A variant that shows specific genetic markers that have been associated with changes to receptor binding, reduced neutralization by antibodies generated against previous infection or vaccination, reduced efficacy of treatments, potential diagnostic impact, or predicted increase in transmissibility or disease severity.
 - Lowest level.
 - Virus
 - A virus is a submicroscopic infectious agent that replicates only inside the living cells of an organism.
 - Viruses infect all life forms, from animals and plants to microorganisms, including bacteria.

Tests

- AditxtScore for COVID-19
 - A COVID-19 antibody test from biotechnology firm Aditxt.
 - Aditxt has partnered with the Johnson County Sheriff's Office.
- Antibody Tests:
 - These tests measure antibodies to coronavirus in the blood. If you have the antibodies, it means you've been exposed to the virus and your immune system has made antibodies against it.
 - Antibody tests are different from the tests doctors use to check for the virus itself.
- Antigen tests
 - These tests are commonly used in the diagnosis of respiratory pathogens, including influenza viruses and respiratory syncytial virus.

- The FDA granted emergency use authorization (EUA) for antigen tests that can identify SARS-CoV-2.
- Immunoassay
 - A procedure for detecting or measuring specific proteins or other substances through their properties as antigens or antibodies.
- Molecular Laboratory Test
 - A test that checks for certain genes, proteins, or other molecules in a sample of tissue.
 - They also check for certain changes in a gene or chromosome that may cause or affect the chance of developing a specific disease or disorder.
 - Includes Polymerase Chain Reaction Test
- Nucleic Acid Amplification Test
 - So-called NAATs, it is a type of viral diagnostic test for SARS-CoV-2.
 - These tests detect a particular nucleic acid sequence and thus used to detect and identify a particular series or subspecies of an organism, often a virus or bacterium that acts as a pathogen in the blood, tissue, urine, etc.
- Polymerase Chain Reaction Test
 - Also called a PCR test, it is a test to detect genetic material from a specific organism, such as a virus.
 - The test detects the presence of a virus if you have the virus at the time of the test.
- Serology Test
 - These tests look for antibodies in the blood.

Vaccines and Medicines

- Comirnaty
 - Pfizer's fully FDA-approved vaccine.
 - Pronounced like (koe-mir-na-tee).
- Johnson & Johnson Janssen
 - A single dose vaccine with emergency use authorization.
 - Full vaccination is reached two weeks after receiving the dose.
- Moderna-NIAID

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- This vaccine has emergency use authorization for use and has requested to be fully FDA-approved.
 - Full vaccination is reached two weeks after the second dose.
 - There is a 28 day wait period between the first and second dose.
 - Molnupiravir
 - An antiviral pill by pharmaceutical company Merck that aims to prevent mild to moderate cases of covid-19 from becoming severe cases that result in hospitalization or death. People who have covid-19 take the drug twice a day for five days, starting within five days of the onset of symptoms.
 - This has not yet been approved for use.
 - Paxlovid
 - An experimental antiviral pill from Pfizer that has shown to reduce COVID-19 hospitalizations in tests.
 - Pfizer-BioNTech
 - This vaccine has received full FDA approval for people aged 16 and older.
 - There is emergency use authorization for use for people aged 12-15.
 - There is emergency use authorization for a third dose in qualified individuals.
 - Full vaccination is reached two weeks after the second dose.
 - There is a 21 day wait period between the first and second dose.

Variants

- Alpha
 - B.1.1.7, the Alpha variant was first identified in the UK and quickly spread to be the most prevalent variant in the US before the Delta variant.
 - The alpha variant "spreads much faster than other variants" and "may potentially cause more people to get sicker and to die," according to the CDC.
 - Vaccines currently being administered in the U.S. work against this variant, though some breakthrough cases have been reported. The vaccines do however continue to prove effective against severe illness, hospitalization and death, the CDC reports.
 - A variant of concern.

- Beta
 - B.1.315, the Beta variant was first identified in South Africa.
 - The beta variant "may spread faster than other variants" but current data has shown no sign the variant causes "more severe illness or death than other variants," according to the CDC.
 - Vaccines currently being administered in the U.S. work against this variant, though some breakthrough cases have been reported. The vaccines do however continue to prove effective against severe illness, hospitalization and death, the CDC reports.
 - But when it comes to treating cases of this variant, certain monoclonal antibody treatments are less effective.
 - A variant of concern.
- Gamma
 - P.1, the Gamma variant was first identified in Japan and Brazil.
 - While this variant does appear to spread faster than others, current data has shown no sign the variant causes "more severe illness or death than other variants," according to the CDC.
 - Vaccines currently being administered in the U.S. work against this variant, though some breakthrough cases have been reported. The vaccines do however continue to prove effective against severe illness, hospitalization and death, the CDC reports.
 - But when it comes to treating cases of this variant, certain monoclonal antibody treatments are less effective.
 - A variant of concern.
- Delta
 - B.1.617.2, the Delta variant was first identified in India and is now responsible for most COVID cases in the U.S.
 - The delta variant "spreads much faster than other variants" and "may cause more severe cases than other variants," according to the CDC.
 - Delta's speed and high transmissibility makes it able to "pick off the more vulnerable more efficiently than previous variants," Dr. Mike Ryan, executive director of the WHO's health emergencies program, said during a news conference on June 21.
 - The delta variant "poses a particular threat to our young people," White House coronavirus response coordinator Jeff Zients said at a press briefing.
 - A variant of concern.

- Delta Plus
 - B.1.617.2.1 or AY.1, the Delta Plus variant has been detected in several countries, including the United States.
 - Further study is required, however, the Delta Plus variant appears to be more contagious than the Delta variant.
- Eta
 - B.1.525, the Eta variant was first identified in the UK and Nigeria.
 - It is being monitored for its potential to reduce the effectiveness of some monoclonal antibody treatments.
 - A variant of interest.
- Iota
 - B.1.526, the Iota variant was first identified in New York.
 - It is being watched for reduced susceptibility to the combination of bamlanivimab and etesevimab monoclonal antibody treatment.
 - Variant of interest
- Kappa
 - B.1.617.1, the Kappa variant has potential reduction in neutralization by some EUA monoclonal antibody treatments.
- Lambda
 - C.37, the Lambda variant has been detected in 29 countries and is spreading rapidly in South America.
 - This variant spreads more quickly than more mild variants of the coronavirus.
 - Listed as a variant of interest by the WHO but not listed by the CDC.
- Mu
 - B.1.621, the Mu variant has been found in 46 countries, including the United States.
 - The Mu variant contains genetic mutations that indicate natural immunity, current vaccines, or monoclonal antibody treatments may not work as well against it as they do against the original ancestral virus.
 - Listed as a variant of interest by the WHO.
- C.1.2
 - The C.1.2 variant is an unnamed variant detected in South Africa. It has yet to be called a variant of interest or concern by the WHO.
- Omicron

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- B.1.1.529, the Omicron variant has been found in numerous countries starting in November of 2021.
 - On November 26, 2021, the World Health Organization [listed](#) the Omicron variant as a variant of concern.

Item Number: Reports of City Officials:- XI.-B.
Committee 12/6/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 12/2/2021
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Discuss Masking Requirements**
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
 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 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

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. 68.4% of eligible JoCo residents are vaccinated.

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