

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
June 21, 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 |
|--|--|--|

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

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 #976

- B. Council Minutes June 7, 2021
- III. **Business From the Floor**
 - A. **Applications / Presentations**
 - 1. Marlborough Community Land Trust Program
- IV. **Mayor's Report**
 - A. Proclamations
- V. **Workshop and Committee Reports**
- VI. **Reports of City Liaisons**
 - A. Racial Equity Committee Presentation on Survey Results
 - B. Parks Committee Update
- VII. **Unfinished Business**
- VIII. **New Business**
 - A. Approve Agreement with Fairway for 2022 Buena Vista & 53rd CARS Project
 - B. Approve Task Order for Engineering Services for the 2022 Buena Vista & 53rd CARS Project
 - C. Approve Professional Service Agreement with Witt O'Briens for Services Related to Administering ARPA Funds
- IX. **Ordinances and Resolutions:**
- X. **Workshop Items:**
- XI. **Reports of City Officials:**
 - A. Update on Reinhardt Project
 - B. COVID Report

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

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

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any

member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

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

City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.

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

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

Item Number: Pledge of Allegiance- -A.
Committee 6/21/2021
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/97767592270>

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 6/21/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #976**
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 #976

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, June 17, 2021

Appropriation Ordinance - 6/21/2021 - #976

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 21st day of June, 2021.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

410,150.15

Appropriation Ordinance - 6/21/2021 - #976

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
All Copy Products Inc.	102	5214.102	Other Contracted Services	AR3203194	06/16/21		68.90	72228	226.95
All Copy Products Inc.	105	5214.105	Other Contracted Services	AR3203194	06/16/21		158.05		
Aspen Lawn Care Inc.	110	5262.110	Grounds Maintenance	97977	06/16/21		340.00	72229	340.00
Balls Food Stores	106	5219.106	Meeting Expenses	38003	06/16/21		320.49	72230	320.49
Balls Food Stores	220	5403.220	Office Equipment	38096	06/10/21		59.98	72212	59.98
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761203522	06/16/21		110.00	72231	110.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1064485	06/16/21		700.35	72232	1,523.10
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1064517	06/16/21		97.90		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1064625	06/16/21		724.85		
Breeden Holdings, LLC	104	5260.104	Vehicle Maintenance	1059285	06/10/21		25.00	72213	50.00
Breeden Holdings, LLC	104	5260.104	Vehicle Maintenance	1059287	06/10/21		25.00		
Confluence, Inc.	101	5209.101	Professional Services	20890	06/10/21		1,760.00	72214	1,760.00
Ben Egidy	102	5260.102	Vehicle Maintenance	6/3/21 Walmart	06/10/21		25.05	72215	25.05
Celso Espana	300	5470.300	Park Maint/Infrastructure	6/4/21 Man Ck	06/04/21		900.00	32659	900.00
Evergy	106	5201.106	Electric	6/1/21 Multiple	06/10/21		193.92	72216	2,015.50
Evergy	106	5290.106	Street Light Electric	6/1/21 Multiple	06/10/21		1,821.58		
Hampel Oil, Inc.	106	5302.106	Motor Fuels & Lubricants	91426850	06/16/21		1,226.39	72233	1,226.39
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	4/27-6/1/21	06/07/21		1,511.25	72234	1,511.25
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	4744	06/16/21		1,511.25	32661	5,011.25
Jake's Lawn & Landscape, LLC.	110	5262.110	Grounds Maintenance	4/27-6/1/21	06/07/21		2,900.00		
Jake's Lawn & Landscape, LLC.	290	5262.290	Grounds Maintenance	4/27-6/1/21	06/07/21		600.00		
Johnson County Wastewater	101	5288.101	Waste Water	5/27/21 Multip	06/10/21		100.38	72217	203.47
Johnson County Wastewater	106	5288.106	Waste Water	5/27/21 Multip	06/10/21		103.09		
Johnson County Wastewater	220	5288.220	Waste Water	7792 6/3/21	06/16/21		7,709.47	72235	7,709.47
Johnson County Government	101	5218.101	IT & Communication	174706	06/10/21		7,426.75	72218	7,426.75
Johnson County Park & Recreation	290	5255.290	JoCo Management Fee	6/3/21	06/10/21		13,651.75	72219	13,651.75
Ka-Comm., Inc.	360	5825.360	Transfer to Equip Reserve Fund	179654	06/16/21		74,594.80	72236	98,138.56
Ka-Comm., Inc.	360	5825.360	Transfer to Equip Reserve Fund	179655	06/16/21		23,543.76		
KDM Electrical Contractors, LLC	101	4265.101	Business Occupational Licenses	6/11/21 Reim	06/16/21		40.00	72237	40.00
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	263823	06/10/21		182.18	72220	182.18
Kansas Gas Service	101	5289.101	Natural Gas	6/8-10/21 Multip	06/16/21		115.79	72238	517.26
Kansas Gas Service	106	5289.106	Natural Gas	6/8-10/21 Multip	06/16/21		149.11		
Kansas Gas Service	220	5289.220	Natural Gas	6/8-10/21 Multip	06/16/21		252.36		
Kansas Dept. of Administration	105	5206.105	Travel Expense & Training	6/15/21	06/16/21		75.00	72239	150.00
Kansas Dept. of Administration	105	5206.105	Travel Expense & Training	6/15/21 Winn	06/16/21		75.00		
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	1050441	06/10/21		459.60	72221	459.60
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	59224	06/16/21		1,823.05	72240	1,823.05
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	321001010000005	06/16/21		5,707.20	72241	22,021.70
Lamp, Rynearson & Assoc., Inc.	300	5421.300	Street Maintenance	321001030000005	06/16/21		4,405.40		

[illegible]

Item Number: Consent Agenda- II.-B.
Committee 6/21/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Council Minutes June 7, 2021**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
☐ Council Minutes June 7, 2021

Type
Cover Memo

**CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, June 7, 2021 6:00 P.M.**

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

Admin

Brauer
Hill

Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

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

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. CMBR Rebne was absent. Staff members present were City Administrator Moody, Assistant City Administrator Winn, City Attorney Mauer, Public Works Director Scharff, Police Chief Morris, City Clerk Nielsen, Management Intern Verbrugge, and Parks and Recreation Superintendent Nichols.

Modification of Agenda

There were no modifications to the agenda.

I. Citizen Comments

No public comments were made.

II. Consent Agenda

- A. Appropriations Ordinance #975**
- B. Council Minutes May 17, 2021**

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

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

- A. Legislative Update from Senator Ethan Corson**

Mayor Kelly welcomed State Senator Ethan Corson and expressed his gratitude for the hard work he does for District 7 in Topeka.

Senator Corson said he was appreciative of the hard work Mayor Kelly, the Council and City administration are doing to make Roeland Park such a wonderful place. One observation he has made that most surprised him in Topeka was how little respect there is for local control and home rule among members of the legislature. He consistently saw legislatures inserting themselves into issues that should be the province of a city, the county, education and school boards. He said the legislature should be a place where they are allowed to do the job they were elected to do. He recognized that local leaders are listening and coming up with ideas so that northeast Johnson County is a great place to live and reiterated that his job is as an advocate for the cities in his district.

The senator spoke specifically about legislation that directly affects Roeland Park. He started with Senate Bill 13 that focused on property tax reform. The bill eliminates the tax lid, establishes notice and public hearing requirements for cities that want to take in more revenue than they did in the previous year, and it prohibits an increase in appraised value of property solely because of normal repair, replacement, or maintenance to any existing structure. The bill also allows for county treasurers to accept partial payment of property taxes and have the ability to establish payment. Senator Corson said he remains concerned about the burdensome notice requirements in the law and still believes it infringes on local control.

Senate Bill 24 was promoted as dealing with energy choice. It was pushed by natural gas companies across states all over the country. It prohibits a municipality of making any rule that limits the use of natural gas. Senator Corson said this is a direct attack on local control and voted against this bill adding that this is a decision that should be left to individual municipalities.

House Bill 2429 established the city utility low-interest loan program that would allow cities to apply for loans from a \$100 million fund set up to aid cities hit by extraordinarily high electric and natural gas costs as a result of the February weather event. The bill gives cities up to ten years to repay those loans.

Senate Bill 87 is likely to resurface at their next session. It discusses the distribution to cities taxes generated from county general sales and use taxes. In 2020, Roeland Park received about \$633,000 as its share of that distribution. The bill would allow counties not to use the apportionment formula that has been in place since 1978 and would allow for a county-wide sales that would not be shared with its cities. Senator Corson view this as a bad idea especially for smaller cities like Roeland Park. He noted that the current arrangement is working and has been working. The premise for the bill is based on one city and one county in the state that cannot come to terms. The senator is on the Senate Tax Committee and expects a version of this bill to be brought up again next session.

They also dealt with a version of the Health Club bill that anytime a government entity operates a non-profit that competes with a for-profit business, then the for-profit should not have to pay property taxes to the government that it is competing with. This policy would definitely affect city budget and could result in decreased services while increasing residential property taxes to recoup those losses.

Mayor Kelly thanked Senator Corson for all the detailed information. He noted that the City is a commercial landlord and given the broad nature of the bill, he asked if all commercial real estate would be subject to exemption. Senator Corson said as presented it would be. There has been a request for an audit of what the effects of the bill would be, but he does see it as problematic.

CMBR Faidley said she is concerned about the decision not to extend the eviction moratorium. Senator Corson said they have a program at the state level. He will email Mr. Moody with the details of the program. He said it is not a perfect solution but wants to make sure they have that information.

CMBR Faidley also asked when they would be seeing the ARPA (American Rescue Plan Act) funds. Senator Corson was unsure and said that is subject to federal disbursement.

City Administrator Moody asked the senator to provide background information on what motivated the introduction of the bill change related to the county sales tax not being shared with municipalities. He wanted to know what the thought process was for that motivation. Senator Corson said there is a dispute in one particular county and one of its particular cities. He personally felt it was best to try to help them resolve their issue and not disrupt 104 other counties where the tax apportionment has been working since 1978. He said he does not understand that logic.

CMBR Madigan thanked Senator Corson for the job he is doing and appreciates what he does.

Mayor Kelly thanked him for S.B. 159 that provides more funding for the judiciary in the state. Corson said they were able to raise funding for judicial staff and judges but was unable to get what he advocated for which was a 2½ percent increase for all state employees. He said they have not had a raise in a number of years. That is one of his priorities for next year's budget and felt they needed to show the employees the respect they deserve.

Mayor Kelly also thanked the senator for his support of the expansion of Medicaid in the state.

IV. Mayor's Report

A. Pride Month Proclamation

CMBR Dickens said that June is pride month for the LGBTQ community and they have worked very hard to get this far. He said there is a lot to celebrate but it is so much more than one month of celebration. He said it began with an activism against hate of innocent people. CMBR Dickens said they need to continue that activism throughout the year. He also thanked Mayor Kelly for the opportunity to speak and encouraged everyone to help the people that need you.

MOTION: CMBR DICKENS MOVED AND CMBR MADIGAN SECONDED TO DECLARE JUNE 2021 AS PRIDE MONTH IN ROELAND PARK. (MOTION CARRIED 7-0)

B. National Gun Violence Awareness Day

Mayor Kelly noted that June 4th was National Gun Violence Awareness Day and offered the proclamation retroactively. He said that every day and always they should be advocating for gun violence awareness, safety, and common sense. He also thanked CMBR Faidley for continuing to bring this to their attention.

MOTION: CMBR FAIDLEY MOVED AND CMBR HILL SECONDED TO DECLARE JUNE 4, 2021, AS NATIONAL GUN VIOLENCE AWARENESS DAY IN THE CITY OF ROELAND PARK (MOTION CARRIED 7-0)

V. Reports of City Liaisons and Committees

A. MARC - Bike & Pedestrian (Jan Faidley)

CMBR Faidley said the summary of their meeting last is attached to the agenda packet. Two priorities identified were urban forestry and the restoration of riparian habitat (streams).

B. Community Engagement Update - Melissa Dobbin

Melissa Dobbin from the Community Engagement Committee said they are starting to plan for fall events. They hope to have a gathering of sorts with a band and food trucks. The event will be geared to make everyone feel welcome.

The committee is also wanting to restore the scavenger hunt. The design is to get people to go to different areas in the City that they would not necessarily go to in their daily life.

She said they still have giveaways for kids, but they are also working on some for adults.

Mayor Kelly said he appreciates the work she and the committee are doing and is looking forward to getting back to City celebrations in the near future.

CMBR Faidley said she really appreciates the work that has gone into the selection of the street banners.

Ms. Dobbin said the minutes are the wrong attachment and City Administrator Moody said they will be removed from the packet.

VI. Unfinished Business

A. Update on the Pool

Mayor Kelly said he has been pleased with the feedback he has been receiving about the pool. He thanked Mr. Nichols for the work that he has done.

Mr. Nichols said that recruitment is ongoing. They trained three people last week and have more applicants to review. Their current lifeguard count is 20. If they can reach 25, the pool can open on Fridays. With 30 guards, they can open for a full schedule. Swim team practice has begun and they will have their first meet soon. Swim lessons are not open as they still do not have adequate staffing. Everything is ready and will be published for the public once they have the staff.

He said there have been some issues in the concession area with equipment and the credit card reader not working.

Mr. Nichols also provided a weekly revenue and attendance report that breaks down attendance to date. He said that Saturday the place was packed.

CMBR Hill asked how residents get their pool cards if they purchased them online. Mr. Nichols said those cards are ready at the front desk.

VII. New Business

A. Direction from Council on June 28 Community Forum Being in Person

Mayor Kelly said that community forums have traditionally been held in the Community Center in the multi-purpose room and very well-attended. His preference would be to offer the hybrid option.

MOTION: CMBR MADIGAN MOVED AND CMBR DICKENS SECONDED TO APPROVE HOLDING THE COMMUNITY FORUM IN PERSON WITH A HYBRID VIRTUAL OPTION. (THE MOTION CARRIED 7-0.)

B. Approve Interlocal Agreement for Design of 2022 CARS Project with City of Mission

Public Works Director Scharff said the design is for one project on Johnson Drive and reflects a high-priority sidewalk from the west side of the hospital to Pride Cleaners. They want to get this design approved early to allow them to get easements in time for construction. The City's portion is \$44,130 for the design.

CMBR Kelly asked they Roeland Park is paying 66 percent and Mission is paying 34 percent. Public Works Director Scharff said Roeland Park will be adding a sidewalk with ADA standards. Mission has already completed their survey and so they do not need as large of a survey. Roeland Park has 13 easements they need to acquire compared to 4 in Mission.

MOTION: CMBR HILL MOVED AND CMBR FAIDLEY SECONDED TO APPROVE THE INTERLOCAL AGREEMENT WITH THE CITY OF MISSION FOR DESIGN OF THE 2022 CARS PROJECT. (MOTION CARRIED 7-0)

VIII. Ordinances and Resolutions

A. Discuss Amending Resolution Concerning COVID Best Practices

Mayor Kelly said they agreed to discuss at each Council meeting COVID practices to make certain they have the best recommendations based on the current data. They do rely on data that is made available to them from the county, state, and government levels. Mayor Kelly said that positive cases are down and they continue to see that trend moving in the right direction regarding COVID-19 cases in Johnson County. CDC guidance has said that masks need not be required by those who have been vaccinated. The City is not requiring masks be worn indoors but are strongly recommending it at this time. The county has the same recommendations for indoors.

CMBR Madigan would like to see them no longer make a recommendation for vaccinated persons to wear a mask.

CMBR Dickens wanted to hear from educators about their concerns and also parents with children who cannot be vaccinated.

CMBR Hill said it has always been their job as Councilmembers to teach and lead and she would recommend a mask at this point.

CMBR Faidley questioned if they adopt something different, she would like legal advice.

City Attorney Mauer said whether they adopt something or not it is still a recommendation. The county is not requiring a mask so the City's decision will not matter legally.

City Administrator Moody said staff takes the strong recommendation of leading by example and they continue to wear face coverings.

CMBR Kelly said in the last several weeks he primarily sees masks in Johnson County. Going outside of the area in the state and elsewhere things have been opening up.

CMBR Faidley asked if it is enough of a motivation to continue to wear a mask to protect others that are not vaccinated.

Mayor Kelly said in an outward capacity he still wears a mask because he has children who cannot get vaccinated. If he is around people he knows are vaccinated, then he will take off the mask. If the staff are around one another and are vaccinated, then they can decide for themselves. Mayor Kelly did say that in an outward facing situation, he would still recommend wearing a mask.

MOTION: CMBR MADIGAN MOVED THAT FULLY-VACCINATED INDIVIDUALS ARE NOT REQUIRED TO WEAR A MASK INSIDE. (MOTION FAILED FOR LACK OF A SECOND.)

B. Ordinance #1012 Amending Sunday Liquor Sales Times

CMBR Faidley wanted to thank the liquor store in Roeland Park for contacting her. She said they are looking forward to getting in line with state statute.

MOTION: CMBR DICKENS MOVED AND CMBR HILL SECONDED TO ALLOW SUNDAY LIQUOR SALES TO BEGIN AT 9:00 A.M. (MOTION CARRIED 7-0)

IX. Reports of City Officials

A. COVID Report

Chris Verbrugge, the City's Management intern said at the end of May the Pfizer shot was approved for those 12 years of age and older. He noted that Johnson County Department of Health and Environment has adopted the guidance by the CDC that two weeks after the final shot an individual can be considered as fully-vaccinated. Governor Kelly has also announced the state agency reopening guidance will begin June 13th for state offices.

Ten heads of the metropolitan area's health departments signed a joint letter in March supporting the Johnson County schools' decision to require masks throughout the end of the school year.

It was reiterated that as one is going through the vaccination process to continue wearing a mask and practice social distancing as they are the best way ways to prevent the spread of the coronavirus.

Over 51 percent of those 12 and older in Johnson County have received their first vaccination dose.

B. City Administrator's Report

City Administrator Moody said they have gotten most of the landscaping completed along Roe Boulevard. The bulbs will be planted in the fall. Paving has started on the north section of Roe Boulevard north of 47th Street and should be finished up this week. They will also start milling at City Hall in preparation for the parking lot improvements. There will also be a sidewalk extension with an

ADA improvement connecting the building to the street. The solar shelter/carport structure will begin soon and is expected to take two weeks. Parking will be limited.

CMBR Faidley asked if the native plantings in the medians are mulched or will be mulched. Public Works Scharff said they have used a finer mulch so it may not be as easy to see.

CMBR Faidley asked for an update on the signs at the south end of Roe. City Administrator Moody said they bases are in for the southernmost signs. The concrete bases are done and need to cure. Granite will be put on followed by the lighting. They also need to install the conduit that provides the power to the signs.

C. Police Chief's Report

Chief Morris said he is working with Katie Garcia, the City's PIO, to put together some firework safety videos.

D. Assistant City Administrator's Report

Ms. Winn said the Racial Equity Committee is wanting to put together a panel that consists of community members, staff, and elected officials to do an 8 to 9-month assessment of next steps. The panel is expected to meet monthly during the workday from September to March. She said they wanted to make certain they get a representative group to be able to take advantage of this opportunity.

CMBR Hill recommended that they broadcast their meetings with closed-captioning. She worked with City Clerk Nielsen and Mr. Verbrugge on how that is set up in the school system. And Ms. Hill said she is appreciative and thankful that that is now up and running.

Adjourn:

MOTION: CMBR HILL MOVED AND CMBR KELLY SECONDED TO ADJOURN. (MOTION CARRIED 7-0)

(Roeland Park City Council Meeting Adjourned at 7:02 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Applications/Presentations- A.-1.
Committee 6/21/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 6/3/2021
Submitted By: Erin Winn
Committee/Department: Admin.
Title: **Marlborough Community Land Trust Program**
Item Type: Presentation

Recommendation:

Informational only, Rebecca McQuillen to give report.

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
☐ Marlborough Community Land Trust Presentation	Cover Memo

MARLBOROUGH COMMUNITY LAND TRUST



Presented by:

Rebecca McQuillen

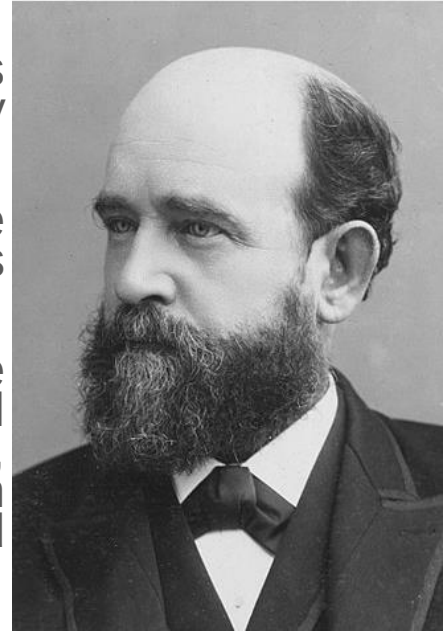
Marlborough Community Land Trust, Executive Director

ED@kcclt.org

816.519.9635

HISTORICAL ORIGINS OF CLT

- Land as a common heritage, historically and currently, practiced in many cultures and religions worldwide.
- 1700s: In the United States, land was “privatized” as settlers arrived and dispossessed Native people of their land. Early Americans got rich off of land speculation.
- 1800s: American philosophers denounce profiting off of the unearned “social increment.” Single tax movement spreads worldwide.
- 1900s: Worldwide, single-tax communities start and slowly evolve into purposeful communities that test ideas of communal ownership and accountability of land: Garden Cities in England, Jewish National Fund Moshav communities in Israel; Gramdan movement of India; various communities in the United States hold land “in trust.”



HISTORICAL ORIGINS OF CLT

- 1968: New Communities, Inc. implements idea of community-owned rural agricultural property with privately owned improvements
- 1981: First Urban Community Land Trust started in Cincinnati, Ohio, to prevent gentrification and displacement
- Today: 225 CLTs in the U.S., 12,000 homes (Acolin 2019)

●(photo source: New Communities, Inc.)



OVERVIEW

- Tax exempt non profit
- Acquires property to pursue specific goal.
- land and structure separately owned
- CLT sells house affordable price



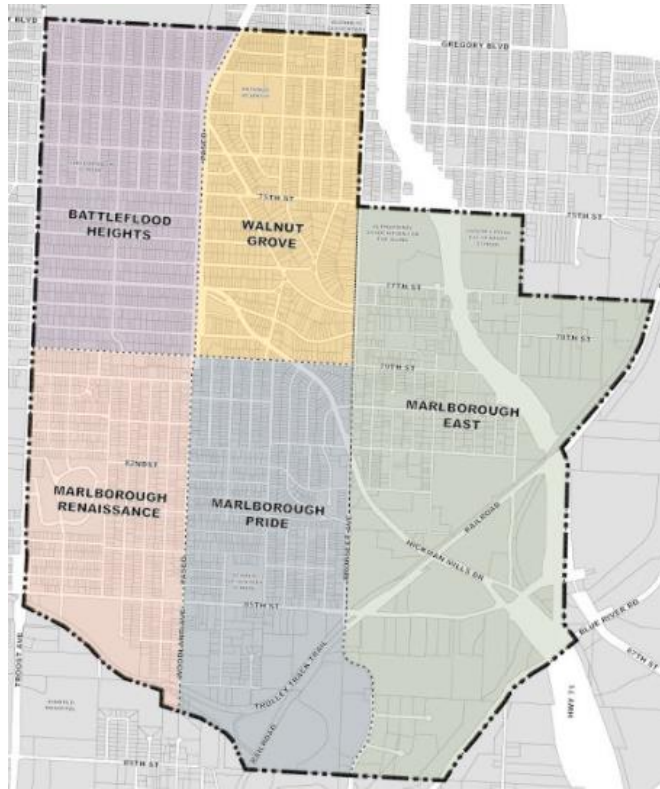
SAMPLE RESALE FORMULA

1. A family of three with an income of \$30,000.00 per year apply and receive board approval to purchase a MCLT house
2. The MCLT house has a market appraised price of \$100,000
3. The MCLT subsidized home price is \$80,000, reflecting a \$20,000 affordability subsidy
4. The Ground Lease allows for MCLT lessees to retain 30% of the increase in equity
5. The Eligible Buyers buy the house and live there for five years
6. After five years, the house has a market appraised price of \$150,000, giving it a market increase in value of \$50,000.00
7. Seller's share of this increase in value is \$15,000.00 ($\$50,000 \times .3 = \$15,000.00$)
8. New sales price is original subsidized price (\$80,000.00) + Sellers' share (\$15,000.00) = \$95,000.00
9. Seller receives \$15,000 plus all retired mortgage installments and down payment. A new eligible buyer (80% or below of the AMI) can access home ownership and build wealth subject to the same restrictions.
10. Cycle repeats

New low to moderate income buyer buys safe, clean, affordable home below market rate, acquire wealth, no additional subsidies needed



HISTORICAL ORIGINALS OF MCLT



- Marlborough is a community in South Kansas City. Gregory Ave (71st Street), 85th Street, Troost Ave, and Bruce Watkins Highway
- Subjected to rampant public and private disinvestment and investor speculation
- High percentage of investor ownership (up to 75% in some areas)
- High percentage of foreclosure rates (25% of all sales from 2009-2019)
- Effective at community organizing and focusing on housing issues since 2009 in partnership with Legal Aid of Western Missouri and Stinson LLP
- Eventually focused on community-based ownership through CLT
- 2018 H&R Block Foundation funded MCC to hire a consultant to

BENEFITS OF COMMUNITY LAND TRUSTS FOR PEOPLE AND PLACES

- Increases access to home ownership and safe rentals
- Increases personal wealth and community wealth
- Stabilizes households and communities
- Retains public funding
- Community controlled

STABILIZES HOUSEHOLDS AND COMMUNITIES

Creates a thriving community. Poor children that grow up in thriving neighborhoods are more likely to be economically stable as adults than poor children that grow up in [economically depressed neighborhoods](#)

8449 Wayne Ave Before and After



Meet Mr. Bonner



- Long Term neighborhood resident
- First MCLT homebuyer
- Vietnam War Veteran
- Loving grandfather
- First time home buyer

QUESTIONS?



Rebecca McQuillen
Marlborough Community Land Trust
ED@kcclt.org
816.519.9635

Item Number: Mayor's Report- IV.-A.
Committee 6/21/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Proclamations**
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
☐ Emma Wilkerson Proclamation	Cover Memo
☐ Haley Finley Proclamation	Cover Memo

- 📁 Jacyd Barker Proclamation
- 📁 Maggie Grilliot Proclamation
- 📁 Oliver Sanem Proclamation
- 📁 Abby Holmes Proclamation

- Cover Memo
- Cover Memo
- Cover Memo
- Cover Memo



Proclamation

Life-Saving Recognition

WHEREAS, it is the prerogative of the Roeland Park Governing Body to recognize exceptional staff and citizen action within our community; and

WHEREAS, on June 17, the lifeguards and management of the Roeland Park Aquatic Center, as well as vigilant Roeland Park residents, performed a life-saving rescue in response to an emergency; and

WHEREAS, such heroic actions deserve gratitude and recognition.

NOW THEREFORE I, Mike Kelly, Mayor of the City of Roeland Park, do hereby recognize the extraordinary effort put forward by

Emma Wilkerson

and express the deep gratitude of all Roeland Park citizens and staff for this heroic work.

MIKE KELLY
Mayor



Proclamation

Life-Saving Recognition

WHEREAS, it is the prerogative of the Roeland Park Governing Body to recognize exceptional staff and citizen action within our community; and

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WHEREAS, such heroic actions deserve gratitude and recognition.

NOW THEREFORE I, Mike Kelly, Mayor of the City of Roeland Park, do hereby recognize the extraordinary effort put forward by

Haley Finley

and express the deep gratitude of all Roeland Park citizens and staff for this heroic work.

MIKE KELLY
Mayor



Proclamation

Life-Saving Recognition

WHEREAS, it is the prerogative of the Roeland Park Governing Body to recognize exceptional staff and citizen action within our community; and

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WHEREAS, such heroic actions deserve gratitude and recognition.

NOW THEREFORE I, Mike Kelly, Mayor of the City of Roeland Park, do hereby recognize the extraordinary effort put forward by

Jadyn Barker

and express the deep gratitude of all Roeland Park citizens and staff for this heroic work.

MIKE KELLY
Mayor



Proclamation

Life-Saving Recognition

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WHEREAS, such heroic actions deserve gratitude and recognition.

NOW THEREFORE I, Mike Kelly, Mayor of the City of Roeland Park, do hereby recognize the extraordinary effort put forward by

Maggie Grilliot

and express the deep gratitude of all Roeland Park citizens and staff for this heroic work.

MIKE KELLY
Mayor



Proclamation

Life-Saving Recognition

WHEREAS, it is the prerogative of the Roeland Park Governing Body to recognize exceptional staff and citizen action within our community; and

WHEREAS, on June 17, the lifeguards and management of the Roeland Park Aquatic Center, as well as vigilant Roeland Park residents, performed a life-saving rescue in response to an emergency; and

WHEREAS, such heroic actions deserve gratitude and recognition.

NOW THEREFORE I, Mike Kelly, Mayor of the City of Roeland Park, do hereby recognize the extraordinary effort put forward by

Oliver Sanem

and express the deep gratitude of all Roeland Park citizens and staff for this heroic work.

MIKE KELLY
Mayor



Proclamation

Life-Saving Rescue Proclamation

WHEREAS, it is the prerogative of the Roeland Park Governing Body to recognize exceptional staff and citizen action within our community; and

WHEREAS, on June 17, the lifeguards and management of the Roeland Park Aquatic Center, as well as vigilant Roeland Park residents, performed a life-saving rescue in response to an emergency; and

WHEREAS, such heroic actions deserve gratitude and recognition.

NOW THEREFORE I, Mike Kelly, Mayor of the City of Roeland Park, do hereby recognize the extraordinary effort put forward by

Abby Holmes

and express the deep gratitude of all Roeland Park citizens and staff for this heroic work.

MIKE KELLY
Mayor

Item Number: Reports of City Liaisons- VI.-A.
Committee 6/21/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 6/17/2021
Submitted By: Racial Equity Committee
Committee/Department: Racial Equity Committee
Title: **Racial Equity Committee Presentation on Survey Results**
Item Type: Other

Recommendation:

Informational only. Carrie Paulette 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?

ATTACHMENTS:

Description	Type
☐ Racial Equity Survey	Cover Memo

Roeland Park Racial Equity Committee Survey Results

March 15-May 15, 2021

Survey Goals

- Identify current racial inequities in individuals' experiences in Roeland Park
- Receive community feedback on priorities for community projects related to racial equity
- Learn more about residents' attitudes and knowledge about racism and anti-racist work

Survey Respondent Data

Total number of responses: 229

Race/Ethnicity

- African American/Black: 19, 8.3%
- Native American/American Indian/Indigenous: 3, 1.3%
- Hispanic/Latinx/Latino: 19, 8.3%
- Asian American/Pacific Islander/Native Hawaiian: 13, 5.7%
- White: 140, 61.4%
- Prefer not to say or wrote in their own: 58, 25.3%

Survey Respondent Data

Language

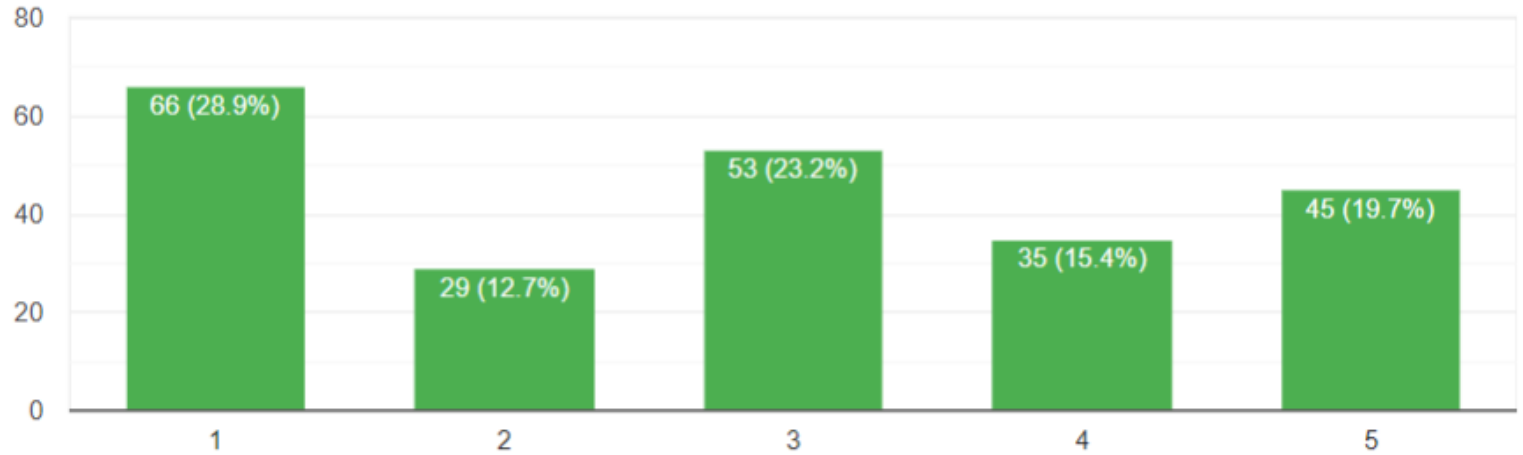
- 91.7% speak primarily English at home
- 7% speak a mix of English and other languages
- 1.3% speak primarily languages other than English

Relationship to Roeland Park

- 85.5% live in Roeland Park
- 5.7% work in Roeland Park
- 19.7% shop or visit Roeland Park

1. Racism exists in Roeland Park.

228 responses



1= strongly disagree

5= strongly agree

1. Racism exists in Roeland Park.

	BIPOC	White	Other	Total
Strongly Disagree	32%	15%	56%	29%
Disagree	16%	12%	13%	13%
Neutral	26%	30%	15%	23%
Agree	12%	21%	6%	15%
Strongly Agree	28%	21%	10%	20%

Experiences of Racism mentioned

- Lack of diversity in Roeland Park:
 - Home prices keep people of color from living in Roland Park.
 - Lack of POC representation on city council, boards, city jobs
- City council: patronizing or racist comments about people of color (coded)
- City staff: making people of color feel like this isn't "their city"
- Police disproportionately pulling over/ticketing Black or Hispanic drivers

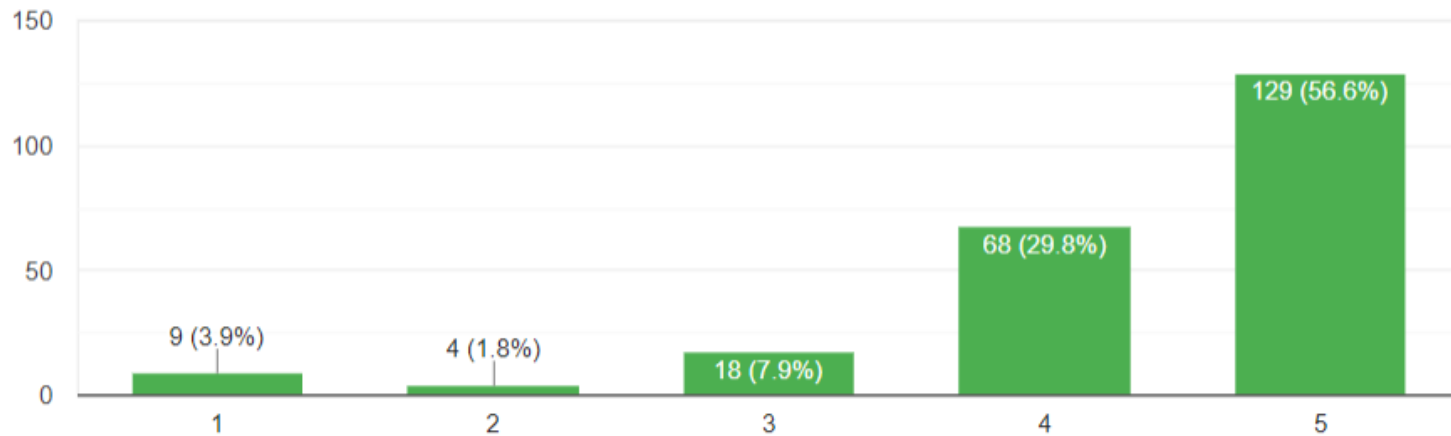
Experiences of Racism mentioned

- Graffiti threats
- Racist comments or slurs from neighbors*
- Flags/signs of politicians or causes that perpetuate racism*
- Crossing the street (wondering if this is due to race or the pandemic)
- Assumptions about family members not being related or people of color not belonging*
- Racist social media comments*
- Racial profiling*: calling police on BIPOC people in neighborhood, store employees following, profiling on social media
- **17 BIPOC respondents said they had not experienced racism in RP (in open-ended question)**

*multiple mentions

2. I feel safe in Roeland Park.

228 responses



1= strongly disagree

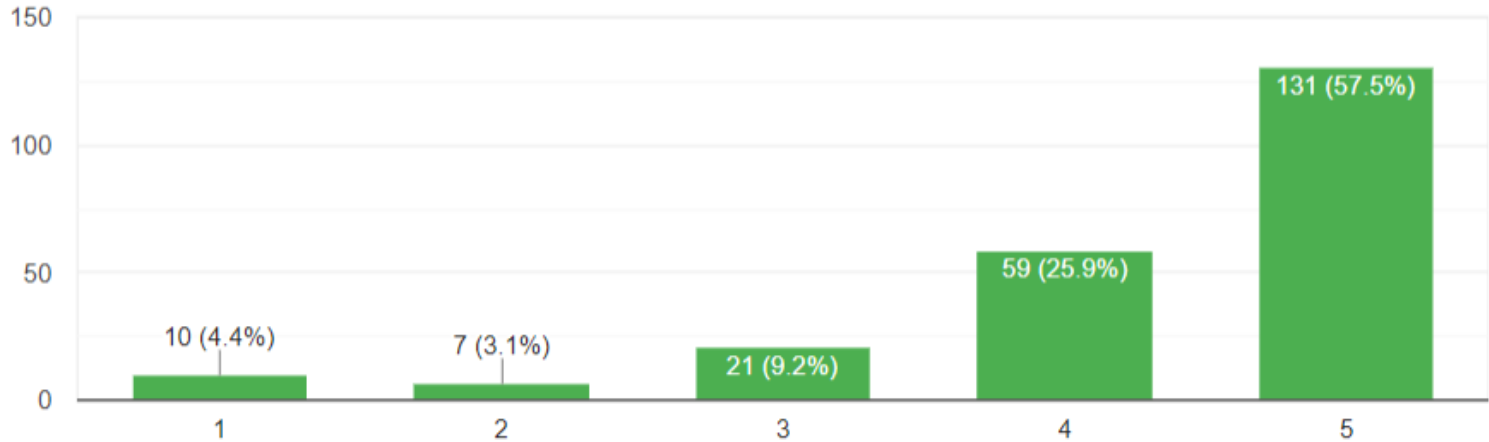
5= strongly agree

2. I feel safe in Roeland Park.

	BIPOC	White	Other	Total
Strongly Disagree	6%	2%	6%	4%
Disagree	2%	2%	2%	2%
Neutral	12%	7%	6%	8%
Agree	26%	33%	25%	30%
Strongly Agree	54%	55%	62%	57%

3. I feel welcome and a sense of belonging in Roeland Park.

228 responses



1= strongly disagree

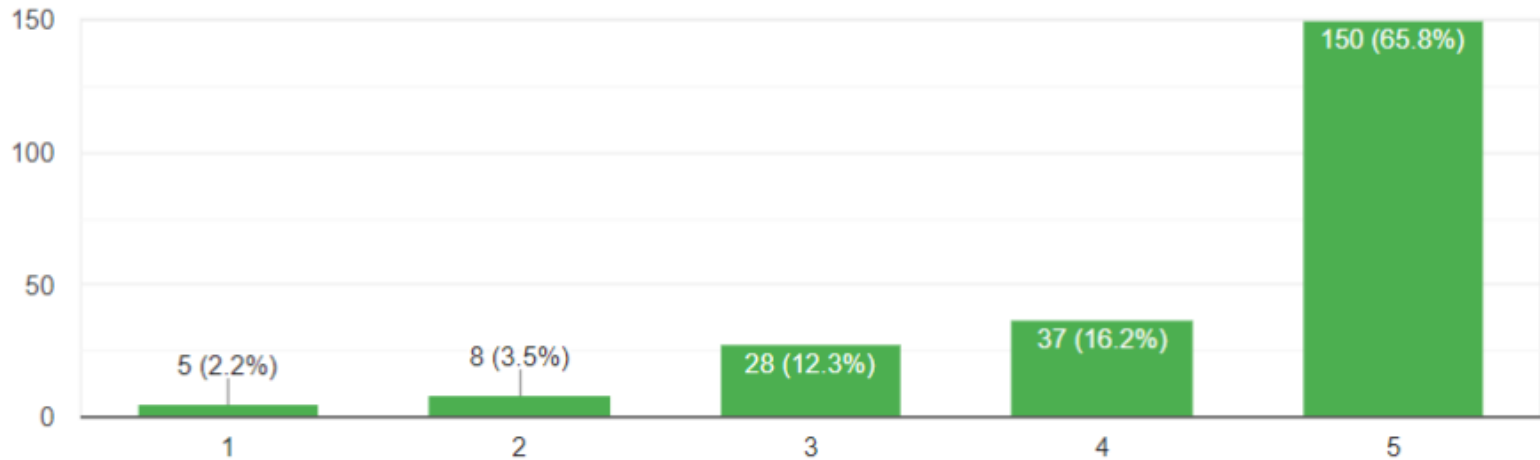
5= strongly agree

3. I feel welcome and a sense of belonging in Roeland Park.

	BIPOC	White	Other	Total
Strongly Disagree	4%	2%	10%	4%
Disagree	4%	2%	4%	3%
Neutral	16%	7%	10%	9%
Agree	26%	28%	21%	26%
Strongly Agree	48%	59%	56%	58%

4. I feel safe going to the Roeland Park Police for help if I need it.

228 responses



1= strongly disagree

5= strongly agree

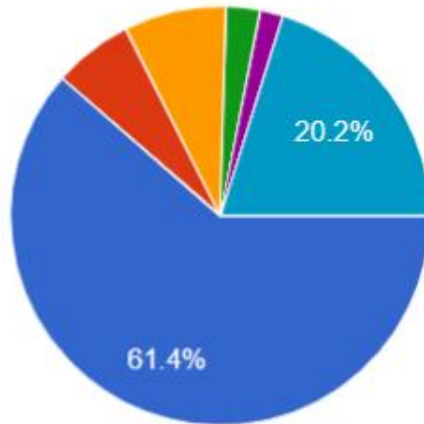
4. I feel safe going to the Roeland Park Police for help if I need it.

	BIPOC	White	Other	Total
Strongly Disagree	2%	2%	4%	2%
Disagree	8%	3%	0%	4%
Neutral	18%	11%	112%	12%
Agree	12%	20%	12%	16%
Strongly Agree	58%	64%	73%	66%

Please rate how you have been treated, on average, by the following groups:

A. Roeland Park Police

228 responses



- Fairly/Professionally
- Somewhat fairly/professionally
- Neutral
- Somewhat unfairly/unprofessionally
- Unfairly/unprofessionally
- I have not had interactions with the Roeland Park Police

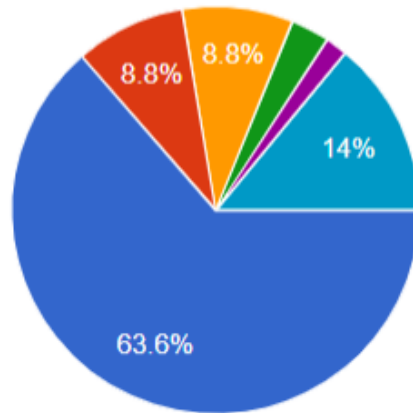
6A. How have you been treated by the Roeland Park Police?

	BIPOC	White	Other	Total
Fairly/Professionally	62%	62%	58%	61%
Somewhat fairly/Professionally	8%	6%	8%	6%
Neutral	6%	8%	6%	8%
Somewhat Unfairly/Professionally	2%	3%	2%	3%
Unfairly/Unprofessionally	4%	1%	2%	2%
No Interactions	18%	20%	23%	20%

Please rate how you have been treated, on average, by the following groups:

B. Roeland Park City staff members

228 responses



- Fairly/Professionally
- Somewhat fairly/professionally
- Neutral
- Somewhat unfairly/unprofessionally
- Unfairly/unprofessionally
- I have not had interactions with the Roeland Park staff

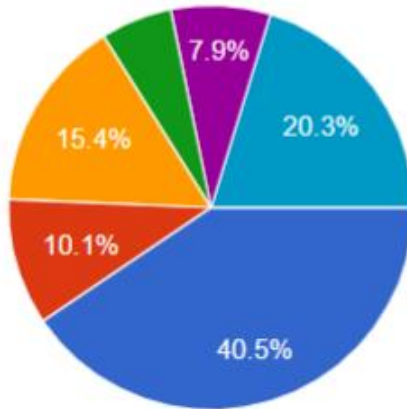
6B. How have you been treated by the city staff members?

	BIPOC	White	Other	Total
Fairly/Professionally	54%	66%	58%	64%
Somewhat fairly/Professionally	12%	8%	10%	9%
Neutral	10%	7%	12%	9%
Somewhat Unfairly/Professionally	6%	3%	0%	3%
Unfairly/Unprofessionally	4%	1%	4%	2%
No Interactions	14%	15%	15%	14%

Please rate how you have been treated, on average, by the following groups:

C. Roeland Park Elected Officials

227 responses



- Fairly/Professionally
- Somewhat fairly/professionally
- Neutral
- Somewhat unfairly/unprofessionally
- Unfairly/unprofessionally
- I have not had interactions with the Roeland Park elected officials

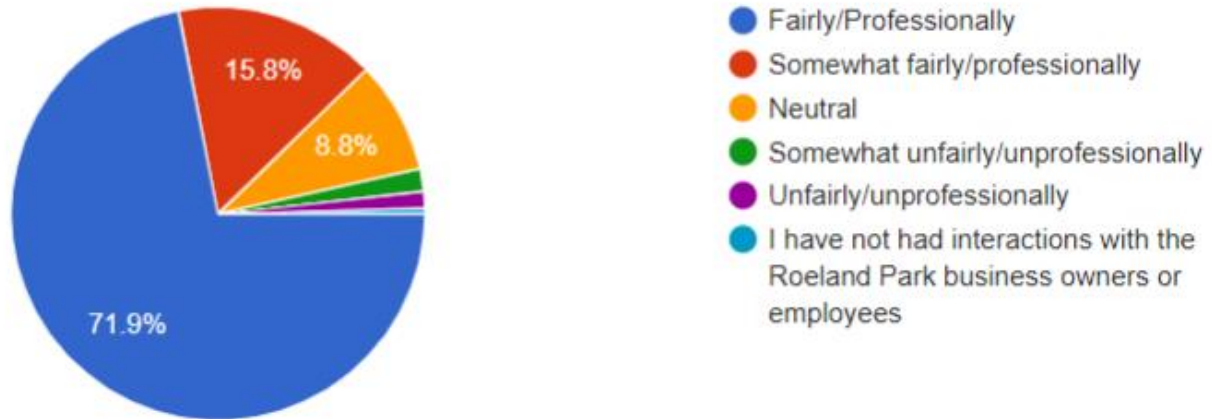
6C. How have you been treated by the RP elected officials?

	BIPOC	White	Other	Total
Fairly/Professionally	30%	52%	23%	41%
Somewhat fairly/Professionally	20%	7%	12%	10%
Neutral	14%	13%	19%	15%
Somewhat Unfairly/Professionally	6%	4%	6%	6%
Unfairly/Unprofessionally	10%	2%	19%	8%
No Interactions	22%	20%	19%	20%

Please rate how you have been treated, on average, by the following groups:

D. Employees or owners at businesses/stores in Roeland Park

228 responses



6D. How have you been treated by the RP businesses and employees?

	BIPOC	White	Other	Total
Fairly/Professionally	70%	72%	69%	71%
Somewhat fairly/Professionally	22%	15%	12%	16%
Neutral	6%	10%	10%	9%
Somewhat Unfairly/Professionally	0%	1%	6%	2%
Unfairly/Unprofessionally	2%	2%	0%	8%
No Interactions	0%	1%	0%	.4%

Committee Priorities (in order by community ranking)

1. Establish that Roeland Park is an open and welcoming community to people of all races and backgrounds, where acting on racist beliefs is not tolerated.
2. Create more community engagement activities that involve our Police Department to facilitate stronger relationships with the community.
3. Develop economic and workforce opportunities for businesses and employees of color and identify any obstacles that exist.
4. Develop racial bias and equity education and outreach for city staff, elected/appointed officials, and residents.

Committee Priorities

(in order by ranking- BIPOC respondents only)

1. Establish that Roeland Park is an open and welcoming community to people of all races and backgrounds, where acting on racist beliefs is not tolerated.
2. Create more community engagement activities that involve our Police Department to facilitate stronger relationships with the community.
3. Develop racial bias and equity education and outreach for city staff, elected/appointed officials, and residents.
4. Develop economic and workforce opportunities for businesses and employees of color and identify any obstacles that exist.

Public Participation Interest

Community projects to promote racial equity: 61.5%

Town hall dialogues with community members about racial equity: 45.9%

Community book clubs or film discussions: 39.3%

Advocating for policy changes: 37.8%

Online webinars or links to local resources: 32.6%

Other ideas mentioned:

Joint projects with KCK, cultural celebrations, supporting candidates who stand for racial equity, affinity groups for white and POC community members

Suggestions (from BIPOC respondents)

- **Police Department:**

- RPPD officers should read books on Anti-Racism Booklist
- RPPD should work with mental health professionals
- Ensure RPPD doesn't collaborate with ICE

- **City Leadership**

- More representation in RP leadership
- Educate city leaders about systemic and structural racism

- **Racial Equity Committee:**

- Ensure that immigrant and POC residents' voices drive change
- Share committee's work in community-wide platforms (not just those who opted-in)
- Partnership with KCMO neighborhood council or organization with predominantly people of color to listen and learn

Suggestions (from BIPOC respondents)

- Reparations for Black RP residents
- Visually inclusive campaigns, better artistic representation of people of color
- Update the Indian Mission, hire an indigenous person to re-design
- Pass the Crown Act
- Decriminalize marijuana
- Pathways for homeownership for people of color in RP*
- Juneteenth parade
- Discuss how racism is embedded in KC metro area
- Educate RP youth about racism and privilege*

*multiple mentions

Suggestions

(from White Respondents or those who preferred not to share race)

- Indigenous land return
- Mentorship programs
- Affordable housing
- Anti-bias training for community members
- Anti-racism resources in Little Libraries
- Training for RPPD racial bias and the history of policing in US
- Measurable action items in City Council (similar to Climate Action Plan)
- Events that would bring people together

White respondents' views about racism (in RP)

- Concerns about giving one race an advantage over another, “reverse racism”, colorblindness and seeing people as humans/individuals
- Questions about necessity of a committee- “there’s no problem here, stop using resources to look for one”, concern about “taxpayer dollars”
- Acknowledgement that their race influences their experiences in RP
- Wanting to interact more with residents of color/have a more diverse community
- Appreciation for living in a city that cares about being inclusive and welcoming
- Involvement interest: wanting to know more about events to attend, help advertise, or engage in dialogue

Other Themes

- Several mentions of RPPD being fair, by respondents of multiple races
- Several respondents of color mentioned feeling like RP was a friendly and inclusive place (2)
- Wanting to see people as individuals, rather than members of racial groups
- Concerns about Racial Equity Committee (from BIPOC respondents)
 - Racism is not a problem in RP and shouldn't be discussed, instead focus on quality of life/opportunities for all and unity
 - Concern about creating policies that can't be enforced
 - Concerns about RP Racial Equity Committee participants: respondents want to ensure that it is made up of people of color (2)

Next Steps?

Item Number: Reports of City Liaisons- VI.-B.
Committee 6/21/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 6/17/2021
Submitted By: Staff
Committee/Department: Parks and Rec.
Title: **Parks Committee Update**
Item Type:

Recommendation:

Informational only. Tony Nichols 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: New Business- VIII.-A.
Committee 6/21/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 6/15/2021
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Agreement with Fairway for 2022 Buena Vista & 53rd CARS Project**
Item Type: Agreement

Recommendation:

Staff recommend approval of the attached inter-local agreement with the City of Fairway for the 2022 CARS project for 53rd St, Buena Vista to Mission Rd and Buena Vista from 53rd St to SMP

Details:

The attached inter-local agreement between Fairway and Roeland Park establishes each city's share of costs for the 2022 CARS - 53rd St, Buena Vista to Mission Road and Buena Vista, 53rd St to SMP. The agreement spells out the method by which costs will be allocated as well as spelling out how payments will be handled.

For this project Roeland Park will execute the contract for engineering services. We will bill Fairway for their share of these costs according to the terms spelled out in the agreement.

This project entails a new sidewalk along the westside of Buena Vista from 54th Ter to 55th Street as well as a new sidewalk on the eastside from 53rd St to 54th Terr. A mill & overlay of the street as well as spot curb repair will be included in the project. This project will require temporary construction easements and possibly permanent sidewalk easements. It is possible that the adjoining properties may not be willing to provide these easements which would necessitate a condemnation process. The easements should be secured prior to awarding a contract. This is the reason we are starting design early. Designs must be developed to determine the easement areas needed. Fairway has approved the attached agreement.

The agreement has been reviewed and approved as to form by legal and staff.

Financial Impact

Amount of Request: \$158k is Roeland Park's out of pocket share of the project	
Budgeted Item?	Budgeted Amount: \$160k
Line Item Code/Description: 270-5461 2022 CARS- 53rd St & Buena Vista	

Additional Information

The cost estimated for the project is \$448,916 which includes engineering, construction, and material testing. The total amount eligible through CARS is \$432,916.

CARS will pay for 50% of the construction and inspection which will be \$216,458.

Roeland Park will pay 68% or \$158,071.44 of the local share and Fairway will pay 32% or \$74,385.56 of the local share.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Interlocal Agreement with City of Fairway	Cover Memo

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ROELAND PARK
KANSAS, AND THE CITY OF FAIRWAY, KANSAS, FOR THE PUBLIC
IMPROVEMENT OF BUENA VISTA STREET FROM SHAWNEE MISSION
PARKWAY TO 53RD STREET AND 53RD STREET FROM BUENA VISTA
STREET TO MISSION ROAD**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the **City of Roeland Park, Kansas** (hereinafter "Roeland Park"), and the **City of Fairway, Kansas** (hereinafter "Fairway"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter Roeland Park and Fairway may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make certain public improvements to **Buena Vista Street and 53rd Street**, as such improvements are hereinafter described and defined as the Improvements;

WHEREAS, the Parties are also jointly applying to the Board of County Commissioners of Johnson County, Kansas (the "County") for funding through a CARS Agreement pursuant to which the Improvements constitute an eligible project under the County Assistance Road System Program ("CARS");

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 which authorizes any municipality to contract with any other municipality to perform any government service, activity or undertaking that each contracting municipality is authorized by law to perform;

WHEREAS, the Governing Body of Roeland Park did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20____; and

WHEREAS, the Governing Body of Fairway did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the ____ day of _____, 20____.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing those public improvements to **Buena Vista Street and 53rd Street**, including a public sidewalk along Buena Vista Street, a mill and overlay within the project limits, concrete repairs and other related work (collectively, the "Improvements").
2. ESTIMATED PROJECT COST.
 - A. As of the date of this Agreement, the estimated cost of construction and engineering services for the Improvements covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is Four Hundred Forty Eight Nine Hundred Sixteen Dollars (\$448,916).
 - B. The cost of making the Improvements shall include:
 - (1) Labor and material used in making the Improvements; and

- (2) Such other expenses which are necessary in making the Improvements, exclusive of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These expenses include engineering design, construction services, and material testing.
 - (3) Engineering services inclusive of survey, design, bidding, construction administration and construction inspection.
- C. Pursuant to the CARS Agreement, the Parties anticipate receipt of County CARS funding in the amount of Two Hundred Sixteen Thousand Four Hundred and Fifty-Eight and No/100 Dollars (\$216,458.00) to help pay a portion of the cost of the Improvements. Notwithstanding anything in this Agreement to the contrary, in the event such funding is not made available for the Improvements, then either Roeland Park or Fairway may terminate this Agreement upon written notice to the other of them.
- D. The remaining cost of making the said Improvements shall be distributed between the Parties as follows:
 - (1) Roeland Park shall pay sixty-eight percent (**68%**) (the "Roeland Park Percentage Share") of the local share balance of said Improvements (estimated as of the date of this Agreement to be **\$158,071.44** after application of County CARS funds).
 - (2) Fairway shall pay thirty-two percent (**32%**) (the "Fairway Percentage Share") of the local share balance (after application of County CARS funds) of said Improvements (estimated as of the date of this Agreement to be **\$74,386.56** after application of County CARS funds).
 - (3) Each Party shall pay the cost of financing and/or bonding its share of the project cost.
3. FINANCING. Roeland Park and Fairway shall each pay its portion of the cost with monies budgeted and appropriated funds.
4. ROELAND PARK ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two separate municipalities included within the proposed Improvements, it would be beneficial for one of the municipalities to have primary responsibility for the project so as to provide for the orderly design and construction of the Improvements. However, both municipalities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvements shall be constructed, and the work administered by Roeland Park acting by and through the Roeland Park Director of Public Works (hereinafter the "PW Director"), who shall be the principal public official designated to administer the Improvements. The PW Director shall, among his or her several duties and responsibilities, assume and perform the following:
 - A. Make all contracts for the Improvements, including soliciting bids by publication in the official newspaper of Roeland Park. In the solicitation of bids, the most favorable bid shall be determined by Roeland Park administering the project and the Governing Body of Roeland Park approving the lowest responsible bidder for the project, except that the Governing Body of Fairway reserves the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvements, then either Roeland Park or Fairway shall have the right to reject the

bid. In such case, the project shall be rebid at a later date.

- C. Upon completion of the Improvements, the PW Director shall submit to Fairway a final accounting of all costs incurred in making the Improvements for the purpose of apportioning the same among the Parties as provided herein.
 - D. Roeland Park shall require performance and completion bonds for the Improvements from all contractors performing work on this Improvements (the "Contractors") and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
 - F. Roeland Park shall require that any Contractor provide a two-year performance and maintenance bond for the Improvements. As "Project Administrator," Roeland Park will, upon request of Fairway, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
 - G. Roeland Park shall cause to be inserted in all contracts for construction a requirement that the Contractor defend, indemnify and save Fairway and Roeland Park harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of its contract.
 - H. Roeland Park shall cause to be inserted into all contracts for construction a requirement that the Contractor observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and Sections 2-500 through 2-505 of Article IX entitled "Nondiscrimination" of Chapter 2, entitled "Administration" of the Code of the City of Fairway.
 - I. To the fullest extent permitted by law, including but not limited to K.S.A. 16-121, as amended from time to time, Roeland Park will cause any Contractor to name Fairway as an additional insured on all insurance policies and as an additional obligee on bonds issued for the Improvements; provided that, such policies or bonds shall not provide insurance for Fairway's negligence or intentional acts or omissions.
5. REIMBURSEMENT OF COSTS. Roeland Park will pay all project costs owed to any Contractor, as those costs become due. Roeland Park shall submit to Fairway on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the Improvements for the month immediately preceding the month the statement of costs is received along with any supporting documentation that substantiates such costs; provided that Fairway shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit the Fairway Percentage Share of the accrued costs to Roeland Park.
6. CONSTRUCTION OBSERVATION. Roeland Park shall provide construction observation and services for the Improvements. Roeland Park shall be responsible for ensuring compliance with contract specifications under any contract for construction of the Improvements. The Fairway Public Works Director or such director's designee shall promptly report any deviation from any contract specifications or any inappropriate construction practices relating to work within its municipal boundaries to the Roeland Park Public Works Director. Roeland Park will take all reasonable actions to inform the Fairway Public Works Director of project status and any deviation

from any contract specifications or inappropriate construction practices relating to work within the Fairway municipal boundaries.

7. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of Roeland Park which may arise after completion of the Improvements as set forth in Section 4, Paragraph F, above, this Agreement shall exist until the completion of the Improvements. Upon completion of the Project, Roeland Park shall notify Fairway of the completion in writing. Fairway, as soon thereafter as reasonably possible, shall inspect the work, and if it determines it is satisfactory, shall so notify Roeland Park in writing; upon such notification, Fairway shall have no further obligation under this Agreement and this Agreement shall be deemed terminated. In the event Fairway fails to so notify Roeland Park within thirty (30) after completion of its acceptance or rejection of the work, the work shall be deemed accepted.
8. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for its official records.
7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
8. JURISDICTION; NATURE OF THE AGREEMENT. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction. The Parties understand this contract is a contract between municipalities authorized pursuant to K.S.A. 12-2908 and is therefore not an interlocal cooperation agreement under the provisions of K.S.A. 12-2901 et seq..
9. CASH BASIS AND BUDGET LAWS. The right of the Parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1100 et seq.), the Budget Law (K.S.A. 79-2935 et seq.), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the Parties shall at all times remain in conformity with such laws.
10. AMENDMENT TO CARRY OUT INTENT. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement, to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement; provided, however, nothing herein is intended to bind a future governing body of the Parties in a manner prohibited by the laws of the State of Kansas.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

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

CITY OF ROELAND PARK, KANSAS

By: _____
Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steve Mauer, City Attorney

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

ATTEST:

Kim Young, City Clerk

APPROVED AS TO FORM:

Richard Cook, City Attorney

Item Number: New Business- VIII.-B.
Committee 6/21/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 6/15/2021
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Task Order for Engineering Services for the 2022 Buena Vista & 53rd CARS Project**
Item Type: Agreement

Recommendation:

Staff recommend approving the engineering task order for the design and inspection services for the 2022 CARS - Buena Vista & 53rd project at a cost not to exceed \$28,913

Details:

Attached is the task order for the engineering services to be provided by Lamp Ryneerson for the 2022 CARS project for 53rd St, Buena Vista and Buena Vista, 53rd St to SMP. This project is a joint project with the City of Fairway for roadway improvements, sidewalk additions, mill & overlay, as well as spot curb repairs.

The task order cost reflects Roeland Park paying \$19,661 for design and construction administration/inspection. Fairway's share of the task order will be \$9,252 which covers sidewalk design and construction admin/inspection. Roeland Park will invoice Fairway for their portion. Since Roeland Park will administer, the city will cover the costs of the project initially and send Fairway a final invoice for their portion of the project once completed.

The task order reflects Lamp Ryneerson providing design, inspection, contract documents, and bidding services for both cities.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount: \$20,000 - Roeland Park \$9,252 - Fairway will reimburse RP
Line Item Code/Description: 270 - Special Streets Fund	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 2022 CARS Task Order	Cover Memo

City of Roeland Park – 2022 CARS Buena Vista/53rd

Contract: 2021 Roeland Park On Call

Ordinance or Resolution:

Task Agreement No: 20-6

Funding Amount: \$28,913.00

Purchase Order No:

Project Title: 2022 CARS - Buena Vista Sidewalk and 53rd Street Mill and Overlay

Contractor/Consultant:
Lamp Rynearson
9001 State Line Road, Suite 200
Kansas City, MO 64114

Division Manager:
Civil Design Group
Daniel G. Miller, P.E. – Civil Design Group Leader

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): None

PROJECT Scope (can be in the form of an attachment):

Design sidewalk on Buena Vista from Shawnee Mission Parkway to W 53rd Street. Mill and Overlay design Buena Vista/53rd St. from Shawnee Mission Parkway to Mission Road.

Includes:

- Boundary and topo survey
- Importing survey to base mapping
- Field investigation for curb and sidewalk replacement and base repairs
- Developing plan, sidewalk ramp details, details and project manual
- Estimate quantities
- Final design
- Bid assistance
- Review submittals, pay applications, coordinate CARS reimbursements
- Create punch list items and as constructed drawings
- Answer questions during construction
- Perform construction observation

Project Total: \$28,913.00

Sidewalk design cost including construction administration and observation in Fairway (From W 54th Terrace to W 53rd Street): \$9,252.00

Staff Signatures

Mayor:

Mike Kelly

City Administrator:

Keith Moody

Signature: _____

Date: _____

Signature: _____

Date: _____

Partner Signatures

Division Manager:

Daniel G. Miller, P.E.

Signature: _____

Date: 6/17/2021

Company Principal (if different):

Tony O'Malley, P.E.

Signature: _____

Date: _____

Project Type: Design X Construction X Property Acquisition Conceptual/Problem Solving Surveying

Project Discipline(s): Transportation X Planning Water Wastewater Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and Lamp Rynearson (Professional), dated **11/2/2020**.

Attach scope of work, budget, and other supporting material



9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE 2022 CARS - Buena Vista Sidewalk and 53rd Street Mill and Overlay
LOCATION Roeland Park, Kansas
DATE 6/17/2021

PROJECT #
BY Dan Miller

Classification:							
	Department	Senior Project	Project	Construction	Admin		
	Manager	Engineer I	Designer IV	Observer V	Asst.		
Associate:	Miller	Van Patten	McMurry	Jones	Nichols	Subtotal of	Subtotal of Fee
Hourly Rate:	\$223.00	\$116.00	\$106.00	\$96.00	\$79.00	Hrs per Item	per Item
Design Services							
Survey Coordination, Import Survey to base mapping	0	0	2	0	0	2	\$212.00
Field Investigation	0	6	0	0	0	6	\$696.00
Develop Plan Sheets	1	8	16	0	0	25	\$2,847.00
Sidewalk Ramp Details	0	12	0	0	0	12	\$1,392.00
Details/Typical Sections	0	2	6	0	0	8	\$868.00
Estimate Quantities	0	2	2	0	0	4	\$444.00
Prepare Specifications and Project Manual	2	6	0	0	8	16	\$1,774.00
Final Design	1	10	10	0	0	21	\$2,443.00
Bid Assistance	2	2	0	0	2	6	\$836.00
Subtotal of Hours per Associate	6	48	36	0	10	100	
Subtotal of Fee per Associate	\$1,338.00	\$5,568.00	\$3,816.00	\$0.00	\$790.00		
					Labor Fee		\$11,512.00
					Reimbursables	5%	\$575.60
					Contingency	5%	\$575.60
					Subtotal of Engineering Services		\$12,663.20

Survey/Testing							
Lamp Rynearson Survey							\$3,570.00
					Reimbursables (5%)		\$178.50
					Contingency (10%)		\$357.00
					Subtotal of Survey Fees		\$4,105.50
Construction Contract Administration							
Attend/Prep Preconstruction Meeting	2	4	0	0	0	6	\$910.00
Conformed Contract Documents	0	2	0	0	2	4	\$390.00
Shop Drawing Review/ Submittals	1	4	0	0	0	5	\$687.00
Field Visits	0	2	0	0	0	2	\$232.00
Review Pay Applications	0	2	0	0	0	2	\$232.00
Punch List	0	0	0	2	0	2	\$192.00
As-Constructed Drawings	0	0	3	0	0	3	\$318.00
Construction Issues and Question Resolution	0	4	0	0	0	4	\$464.00
Closing Documents	0	2	0	0	0	2	\$232.00
Subtotal of Hours per Associate	3	20	3	2	2	30	
Subtotal of Fee per Associate	\$669.00	\$2,320.00	\$318.00	\$192.00	\$158.00		
					Labor Fee		\$3,657.00
					Reimbursables	5%	\$182.85
					Contingency	5%	\$182.85
					Subtotal of Construction Administration		\$4,022.70

Construction Observation							
Construction Observation							
Part Time, 20 Hours/ Week, 1 4 Week Construction				80		80	\$7,680.00
Subtotal of Hours per Associate	0	0	0	80	0	80	
Subtotal of Fee per Associate	\$0.00	\$0.00	\$0.00	\$7,680.00	\$0.00		
					Labor Fee		\$7,680.00
					Reimbursables	0.58/mi	\$58.00
					Contingency	5%	\$384.00
					Construction Observation Fee Total		\$8,122.00

Project Fee Summary							
					Design Engineering and Survey Fees		\$16,768.70
					Construction Contract Administration and Observation Fees		\$12,144.70
					PROJECT TOTAL		\$28,913.40

Item Number: New Business- VIII.-C.
Committee 6/21/2021
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 6/18/2021
Submitted By: Keith Moody
Committee/Department:
Title: **Approve Professional Service Agreement with Witt O'Briens for Services Related to Administering ARPA Funds**
Item Type: Agreement

Recommendation:

Staff recommends engaging Witt O'Brien's for professional services related to administering ARPA funds.

Details:

The attached Appendix A- Scope and Fee document spells out all of the services that Witt O'Brien's is able to provide to Roeland Park as we take on the task of administering ARPA funds. This will be a very regulation laden effort the City wants to be sure and understand the responsibilities and commitments created for each decision made in employing these funds. Witt O'Brien's expertise in administering federal emergency dollars is extensive, they are familiar with JOCO and KS having served both those agencies with CARES Act funds and is continuing to provide professional services to JOCO and KS with administration of ARPA funds. The staff at the county who has worked with them strongly recommends them.

The City purchasing policy attached does not require quotes for professional services (Section IV.E.3) such as those to be provided by Witt O'Brien. Witt O'Brien's familiarity with JOCO and Kansas along with their vast experience with federal emergency funding procedures and regulations are the qualifications that make them an excellent fit for Roeland Park.

Services will be provided as needed and charged based upon the rate schedule included in the agreement. Our principal contact is Matthew Hanson and his rate is \$225/hr. Other advisors and analysts will be providing services as well (at lower rates). We do not expect that the fees will exceed my spending authority of \$15,000 but are requesting Council approval to not only ensure you are aware of the services they are providing but also understand that there are costs associated with administering the resources and understand the complexity of regulations and compliance that comes with accepting these funds. Compliant impactful administration requires

expert professional insight that goes beyond the knowledge of staff. It is staff's intent that by enlisting Witt O'Brien's expertise Council will be able to make well informed decisions and ensure the City remains compliant with the huge amount of new regulation that applies to these funds. There service fees will be paid for with ARPA funds.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description: ARPA Fund - Contractual Services	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Service Agreement with Witt O'Briens	Cover Memo
 Appendix A- Scope and Fee- Witt O'Briens	Cover Memo
 Roeland Park Purchasing Policy	Cover Memo

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") effective this 18th day of June, 2021 is entered into by and between **City Of Roeland Park, KS** ("Client"), with offices at 4600 W 51st Street Roeland Park, KS 66205 and **Witt O'Brien's, LLC** ("Consultant"), located at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 USA. For purposes of this Agreement, Client and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, Consultant is in the business of providing certain consulting services, and is willing to provide such services to Client;

WHEREAS, Client desires to utilize Consultant's services as provided for herein; and,

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

1. Recitals. The above-referenced recitals are true and correct, and are incorporated herein.

2. Scope of Work. Consultant shall provide the services set forth in Appendix A, attached hereto and incorporated herein ("Services"). Consultant shall furnish all reports and deliverables as set forth in Appendix A in accordance with the terms set forth therein (hereafter "Deliverables").

3. Period of Performance. The initial period of this Agreement shall be for one (1) year from its effective date, unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement shall automatically renew on its expiration date for one (1) year successive periods until terminated by either party in accordance with this Agreement.

4. Fees. In consideration of Services performed hereunder, Client shall pay Consultant in accordance with Appendix B, which is incorporated into and forms part of this Agreement. Payment terms for the Agreement shall be in accordance with Section 12 of this Agreement.

5. Consultant's Responsibilities. Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

6. Client's Responsibilities. Client shall make timely payments in accordance with the terms and conditions of this Agreement. Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. To the extent Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Consultant shall be entitled to rely upon the Information provided by the Client or the Client's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

7. Commencement and Completion of the Services. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

8. Confidential Information. Confidential information ("Confidential Information") disclosed by either Party under this Agreement shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. When concurrent written identification of Confidential Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Confidential Information shall not be disclosed to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services. Neither Party shall be liable for disclosure or use of Confidential Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order, such as the Kansas Open Records Act. Each Party shall return all Confidential Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each Party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section 8.

9. Deliverables. Upon payment in full for the Services, and unless otherwise agreed to by the Parties, the Deliverables, when applicable shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables, which may be required by law and agrees to indemnify and hold Consultant harmless for any loss, liability, or claim resulting from Client's failure to make such disclosure and fully indemnify Consultant, to the extent permitted by Kansas law. Where applicable law requires immediate disclosure of the Deliverables by the Consultant, Consultant shall make its best efforts to give prior notice to Client. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding anything to the contrary, it is understood and acknowledged that in its normal course of business Consultant and/or its third parties may use materials, products, methodologies, and the like which may be confidential, trade secret, or proprietary to Consultant and/or its third parties, and all rights to such information, including intellectual property rights, shall be and remain the property of Consultant and/or its third party regardless of when such information is or was developed; and Client shall have no nor shall it obtain any right thereto.

10. LIABILITY AND INDEMNIFICATION

10.1 CONSULTANT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY LAW, CONSULTANT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CONSULTANT WHETHER OWNED OR LEASED BY CONSULTANT; AND

(b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON EMPLOYED BY CONSULTANT;

ARISING FROM OR RELATING TO CONSULTANT'S PERFORMANCE OF THE AGREEMENT.

10.2 CLIENT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY KANSAS LAW, CLIENT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CONSULTANT FROM AND AGAINST

ANY CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CLIENT WHETHER OWNED OR LEASED BY CLIENT;
AND

(b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON EMPLOYED BY CLIENT;

ARISING FROM OR RELATING TO THE CLIENT'S ACTIONS IN CONNECTION WITH THE AGREEMENT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR FRAUD.

10.3. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND. EXCEPT FOR INDEMNITY OBLIGATIONS AND CLAIMS ARISING FROM BREACH OF CONFIDENTIALITY

10.4. APPLICATION OF INDEMNITIES AND LIMITATIONS OF LIABILITY. ALL INDEMNITIES AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF CAUSE AND NOTWITHSTANDING ANY NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, PASSIVE OR GROSS), BREACH OF DUTY (WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE) OR OTHER FAULT OR STRICT LIABILITY OF ANY PARTY (INCLUDING ANY INDEMNIFIED PARTY), AND SHALL APPLY IRRESPECTIVE OF ANY CLAIM IN TORT, UNDER CONTRACT OR OTHERWISE AT LAW.

11. Acceptance. Client shall have five (5) days from the date each deliverable is made to Client to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

12. Payment Terms. Invoices will be submitted to: 4600 W 51st Street Roeland Park, KS 66205 and may be submitted every 15 days, or in the alternative every 30 days, and payment is due net 30 days after receipt of such invoice. Invoices for out of pocket expenses may be submitted every 15 days and payment is due net 30 days after receipt of the invoice. Timely payment is a material part of the consideration for the performance of the Services. Invoices are considered accepted by Client unless a written notice explaining rejection of specific charges is provided to Consultant within ten (10) days from date submitted. A service charge equivalent to 1.5% (per month) of invoice amount may be assessed by Consultant and will be paid by Client for invoices aging beyond 30 days until invoice is paid in full. In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

13. Currency of Payment. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

14. Health & Safety. Client shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities.

15. Conflict of Interest. The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Confidential Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

16. Force Majeure. Neither Party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming party. Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

17. Notice. Any notice given by either Party shall be in writing and shall be given by email with delivery confirmation and registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the Parties at the addresses herein designated for each Party or at such other addresses as they may hereafter designate in writing.

To: City of Roeland Park, KS	Witt O'Brien's, LLC
Attention: City Administrator	Attention: Director of Contracts
Address: 4600 W 51 st Street Roeland Park, KS 66205	818 Town & Country Blvd., Suite 200 Houston, TX 77024
Phone: 913-722-2600	Phone: 281-606-4721 Alternate Phone: (202) 207-2935
Email: kmoody@roelandpark.org and/or knielsen@roelandpark.org	contractrequests@wittobriens.com with a copy to cjoinder@wittobriens.com
For Legal Notices, a copy shall be provided to: Mauer Law Firm, PC 1100 Main Street, Suite 2100 Kansas City, MO 64105	For Legal Notices, a copy shall be provided to: Witt O'Brien's, LLC Attention: Legal Counsel 2200 Eller Drive Fort Lauderdale, FL 33316 Email: blong@ckor.com with a copy to cjoinder@wittobriens.com

18. Changes to the Services. The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

19. Third Party Litigation. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) is commenced by a third party, involving the Services performed by Consultant, Consultant shall furnish, if compelled by law or upon the reasonable request of Client, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses

and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto).

20. Consultant's Personnel. At any time during the Term, Client may, in its sole and reasonable discretion, ask Consultant to replace particular employees, contractors, agents or other personnel performing Services on Consultant's behalf (collectively, "Personnel"). Upon receipt of such notification, Consultant shall immediately terminate such Personnel's performance of the Services and submit to Client, for Client's consent, which consent shall not be unreasonably withheld, the name and credentials of each individual whom Consultant suggests as a replacement for the individual so terminated. Upon receipt of notification from Client of the acceptability of such proposed replacement, Consultant shall cause such replacement immediately to commence the performance of the Services, or the applicable portion thereof.

21. Independent Contractor. Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Client shall not be deemed a joint employer of the other Party's employees. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from i) claims made by the Consultant's employees that they are co-employed by Client, ii) Consultant's failure to pay wages to its employees, and iii) Consultants' failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

22. Non-Solicitation of Employees. Neither Party shall solicit for employment or hire the employees of the other party with the knowledge that such employee was involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

23. Nonwaiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

24. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

25. Assignment/Subcontracts. Neither Party may assign this Agreement without the written consent of the other Party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without Client's consent, or to a parent, subsidiary, or affiliate.

26. Drafting party. Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both Parties.

27. Governing Law. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the substantive laws of the State of Kansas, without reference to its rules relating to choice of law to the contrary. Any dispute arising out of this Agreement or the Consulting Services shall be brought in a state or federal court of competent jurisdiction located in Johnson County, Kansas.

28. Captions. The captions and headings of this Agreement are intended for convenience and reference only, do not affect the construction or meaning of this Agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

29. Additional Instruments. The Parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the Agreement as set forth herein.

30. No Agency. Except as specifically set forth otherwise, it is agreed and understood that neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

31. Order of Precedence. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

1. This Agreement
2. The Scope of Work (Appendix A)
3. The Rate Schedule (Appendix B)
4. Federal-Related Clauses (Appendix C)
5. Task Orders (Appendix D) (if applicable)
6. Other Contract Documents.

32. Termination. This Agreement may be terminated for convenience at any time by either Party provided the requesting Party provides the other with 30 days written notice. If either Party fails to perform any of its duties or obligation or shall violate any of the prohibitions imposed upon it under this Agreement, or shall be dissolved or be adjudged bankrupt or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party, the other Party may terminate this Agreement, without prejudice to any other rights or claims which it may have under this Agreement, on written notice to the other Party and fifteen (15) business days opportunity to cure such breach. In any event, Client shall pay all fees due and expenses incurred for Services rendered through the date of termination.

33. Federal Clauses. If applicable to the Services provided by Consultant under this Agreement, Consultant shall comply with Federal Clauses set forth in Appendix C.

34. Entire Agreement. Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Agreement to be effective as of the date set forth above.

City of Roeland Park KS	Witt O'Brien's, LLC
Name: Keith Moody	Name: Jonathan Hoyes
Title: City Administrator	Title: Senior Managing Director

APPENDIX A SCOPE OF WORK

Consultant shall provide the Services as set out in Consultant Proposal dated June 17, 2021 which is attached hereto as Exhibit A and is incorporated into and forms part of this Agreement.

**APPENDIX B
COMPENSATION/RATES**

Fee Schedule

PROFESSIONAL SERVICES	RATE/HR
Project Executive	\$400
Senior Project Manager	\$340
Project Manager	\$286
Deputy Project Manager	\$227
Executive Advisor II	\$400
Executive Advisor I	\$330
Federal Assistance Subject Matter Expert III	\$340
Federal Assistance Subject Matter Expert II	\$249
Federal Assistance Subject Matter Expert I	\$170
Management Consultant V	\$225
Management Consultant IV	\$175
Management Consultant III	\$150
Management Consultant II	\$120
Management Consultant I	\$95
Data Analyst III	\$150
Data Analyst II	\$130
Data Analyst I	\$95
Financial Analyst III	\$190
Financial Analyst II	\$150
Financial Analyst I	\$120
Administrative Support Specialist III	\$141
Administrative Support Specialist II	\$117
Administrative Support Specialist I	\$95
Eligibility Review Manager II	\$175
Eligibility Review Manager I	\$135
Eligibility Review Specialist III	\$125
Eligibility Review Specialist II	\$95
Eligibility Review Specialist I	\$75
Contact & Customer Service Manager II	\$175
Contact & Customer Service Manager I	\$135
Contact & Customer Service Specialist III	\$65
Contact & Customer Service Specialist II	\$55
Contact & Customer Service Specialist I	\$45
Technology Technical Senior Advisor	\$325
Technology Technical Architect	\$250
Technology Technical Lead	\$250
Technology Technical Developer III	\$200
Technology Technical Developer II	\$180
Technology Technical Developer I	\$155

While we anticipate all work to be conducted virtually, if conditions change and on-site support is required, in addition to the hourly rates quoted above, out-of-pocket expenses incurred in connection with performance of this agreement will be invoiced. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at our cost, without mark-up. Per diem will be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate.

APPENDIX C FEDERAL CLAUSES

The Parties shall comply with all federal laws and regulations applicable to the receipt of Federal grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. Client is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. Client may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services.
 - a. Consultant shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
 - b. Subcontracts. Consultant and any subcontractors to Consultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any Consultant, Subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor, consultant and subcontractor as provided in 29 CFR §5.12.
4. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.
 - a. Clean Air Act
 - (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.
 - (ii) Consultant agrees to report each violation to Client (as defined in the Agreement) and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
 - (iii) Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act

- (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (ii) Consultant agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and appropriate Environmental Protection Agency Regional Office.
- (iii) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

5. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Client. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Compliance with Byrd Anti-Lobbying Amendment

- a. Consultant hereby certifies to the best of its knowledge that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to

any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. By executing this Agreement, Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

7. Procurement of Recovered Materials

- a. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. Access to Records

The following access to records requirements apply to this Agreement:

- a. Consultant agrees to provide, Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Use of DHS Seal

Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. Compliance with Federal Law

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Consultant will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. Non-Obligation of Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

APPENDIX D

TASK ORDER TEMPLATE

This Task Order No. __, Statement of Work for _____ for the
____ (“Task Order”) effective as of _____, between
____ (“Client”) and Witt O’Brien’s, LLC (“Consultant”).

WHEREAS, this Task Order is in support of the _____ (“Agreement”), dated _____, and attached herein as an exhibit;

WHEREAS, the Client selected the Consultant to provide Services, as defined in the proposal ("Proposal") dated _____, and attached herein as an exhibit;

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and Consultant hereby agree as follows:

1. Parties mutually agree to add the following terms (if applicable): _____
2. Parties mutually agree to add the following specific scope: _____
3. Parties mutually agree to add the following performance period: _____
4. Parties mutually agree to add the following not to exceed amount: _____
5. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the date set forth above.

[Insert Client]	Witt O'Brien's, LLC
Name:	Name:
Title:	Title:

June 17, 2021

Keith Moody
City Administrator
Roeland Park
4600 W. 51st Street
Roeland Park, KS 66205

RE: Integrated Consulting Services Proposal for COVID-19 & Federal Assistance Programs

Dear City Administrator Moody,

The American Rescue Plan (ARP) provides the City of Roeland Park with a historic opportunity, both in scope and scale, to address acute, mid-, and long-term needs. This emergency proposal is focused on implementing impactful and compliant use of these congressionally appropriated federal assistance dollars. The COVID-19 pandemic continues to present households, businesses, schools, healthcare providers, and units of government with extraordinary challenges to meet their continuity, operational, and financial needs. This program provides the opportunity to establish a sustainable infrastructure for better and more streamlined governance in the years to come. Developing initiatives and support services that address acute, holistic, and strategic needs is a demanding task that requires expertise in strategic analysis, funding optimization, and federal compliance standards. This expertise typically comes in three distinct areas: (1) understanding the intricacies of the laws, regulations, policies, requirements, processes, and systems that govern eligibility, allowable use, timelines, and mandated reporting; (2) identifying risks and benefits that will assist and inform your decision-making; and (3) executing use of funds compliantly while maximizing the benefits.

Since March of 2020, we have used our expertise to help more than 80 clients across the nation, including your own, with COVID-19 preparation, mitigation, and response programs and efforts. Our Community Services practice leaders are at the forefront of national thought leadership in the development and delivery of innovative and impactful programs, strategic initiatives, and operational implementation services that address housing, food security, public health, economic, workforce support, and governmental efficiency needs.

We specialize in funding optimization and compliance – ensuring that you are using federal funding to the fullest extent allowed by federal statutes while adhering to mandated compliance and reporting standards. Based on the needs outlined by your office, we have developed an Integrated Consulting Services proposal that we feel directly meets the needs of the Roeland Park, providing a broad range of services delivered by experienced professionals and subject matter experts directly to agencies and entities responsible for administering and utilizing this critical federal assistance.

We stand ready to support your team and Roeland Park. For questions related to this proposal and/or contracting, please contact Matthew Erchull, Managing Director, at merchull@wittobriens.com. We look forward to an impactful partnership with you, your office, and the City.

Respectfully,
Witt O'Brien's, LLC

Jonathan Hoyes
Senior Managing Director
Government Solutions

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 PRELIMINARY ESTIMATE BASED ON AVAILABLE INFORMATION AND ASSUMPTIONS ERROR! BOOKMARK NOT DEFINED.

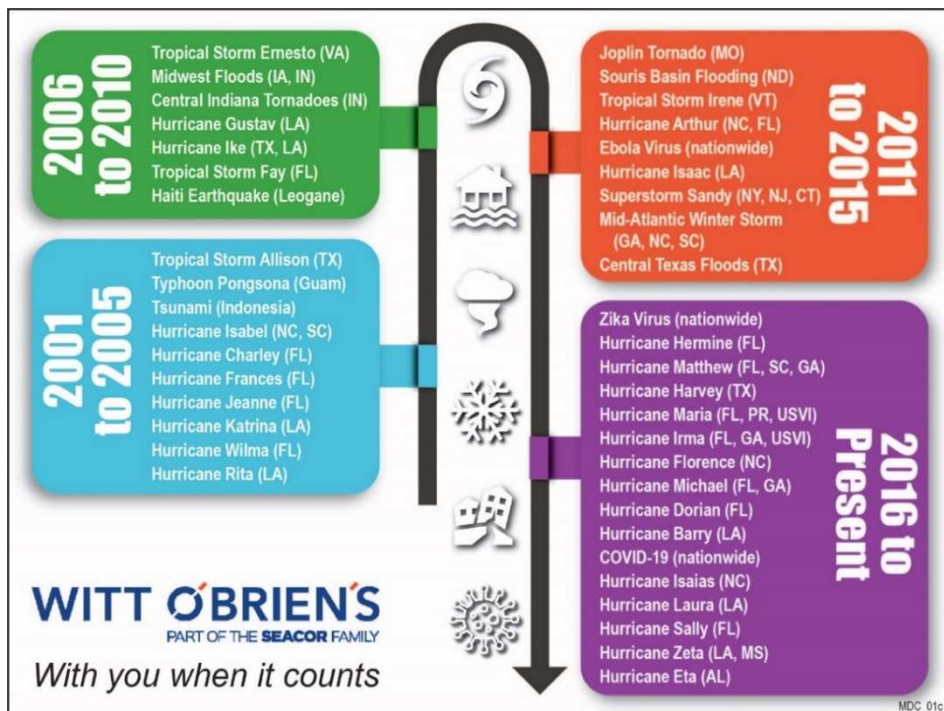
OUR PROJECT TEAM

Witt O'Brien's has a unique understanding of the City of Roeland Park's needs, having supported dozens of jurisdictions such as yours with COVID-19 response and federal compliance technical assistance. This support has included directly supporting numerous state agencies throughout the country. Witt O'Brien's appreciates the opportunity to outline our understanding of your needs and to provide more information about our firm and Community Services practice team.

ABOUT WITT O'BRIEN'S

Witt O'Brien's personnel have led or supported response and cost recovery efforts for nearly every major natural or human-caused disaster in the U.S. since 2001, supporting every aspect of recovery, including the development of rapid response housing and individual assistance programs. The graphic here lists all of the storm and pandemic events Witt O'Brien's has supported.

The Emergency Rental Assistance Program (ERAP) is new-- On January 5th, the funding for the ERAP program was made available and within 2 weeks, Witt O'Brien's was providing webinars for National Association of Counties (NACo), advising counties on ways to maximize this program.



Witt O'Brien's has been a national leader in assisting State, Local and Territorial Governments with the dynamic needs posed by this unprecedented public health crisis. We are currently supporting over 80 States, Territories and local governments directly, which includes hundreds of counties (see client listing at end of this proposal) . We are providing an expansive range of strategic planning, tactical response and force multiplying staff augmentation services across a wide variety of grant programs and emergency management needs. Our broad client base and vast expertise has enabled us to build a positive working relationship with key federal decision makers – including those at the U.S. Treasury – keeping our clients ‘ahead of the curve’ of potential changes in guidance that could impact overall program delivery.

Witt O'Brien's has been the trusted partner for complex recovery efforts requiring the integration of various work streams focused on large-scale program implementation, working a variety of contractors. Over the past 15 years, our experts have led recovery and response strategic planning, program design and overall implementation of federally funded programs totaling over \$10B in response in Hurricane Katrina in Louisiana, over \$8B from the numerous 2017 Hurricanes including Irma, Maria, and Harvey, and **most recently managing over \$6 billion in COVID-19 related funds.**

Witt O'Brien's has been a trusted partner for a broad range of COVID-19 support functions:

- Providing assistance in developing a comprehensive funding strategy that carefully evaluates all potential eligible expenses alongside all potentially available funding sources and Assistance in identifying the limitations and requirements of each funding source to optimize available funding.
- Providing federal assistance compliance and monitoring services

- Developing and implementing assistance programs tailored to assist individuals, households, businesses, health care providers and other essential or impacted community-based organizations.
- Developing and implementing small business cost recovery programs.
- Planning support for continuity of services including evaluation of essential and non-essential functions as the organization prepares to address budget impacts.
- Assistance in developing and/or reviewing emergency response operational implementation plans to address policy initiatives to contain the pandemic.
- COVID-19 crisis communications expertise to support timely information to the public and employees/organizations in coordination with other governmental entities.
- After-action reporting and interim reviews related to CRF program implementation, overall COVID response, and other related issues.

ORGANIZATION LEADERSHIP AND STAFFING

Witt O'Brien's practice leaders have been at the forefront of providing thought leadership nationally on multi-jointed funding strategies for COVID-19 federal assistance programs. Our Community Service practice has developed comprehensive tools, templates, methods and processes that enable our staff to quickly and effectively implement complex programs with fully compliant and proven frameworks focused on success. We have developed an integrated program management approach, with appropriate oversight and coordination of all critical and necessary program functions accountable to a strong leadership team. And yes, these individuals will be engaged, when appropriate, to ensure your program is on target to achieve your goals. They will participate in program reviews, receive monthly progress reports, and be available, as needed, to address complex issues in their area(s) of expertise.

Brad Gair, CEM is internationally recognized for his disaster management expertise. He served as a FEMA Federal Coordinating Officer after scores of disasters, including the 9/11 attacks in New York, and Hurricane Katrina. After Hurricane Sandy, Brad served as New York City's Deputy Commissioner of Emergency Management (under Mayor Bloomberg), leading a \$4.2 billion housing recovery. He led the recovery and resilience program for the US Virgin Islands, helping design and lead implementation of an \$8 billion recovery and resilience program. Over the past 10 months, Brad has been providing strategic advice and support to address COVID-19 to the highest levels of state and local governments.

Jonathan Hoyes, MBA has 30 years of experience in the public and private sectors, with a focus in risk management, community assistance, and infrastructure recovery. As the Senior Managing Director for Witt O'Brien's Government Solutions Division, he is currently focused on providing support state and local government to support all aspects of their COVID-19 response. Through March of 2020, Jonathan was FEMA's Director of the PA Division at headquarters, serving as the Accountable Senior Executive for the FEMA PA Program nationwide. In that role, Jonathan was responsible for the entire PA Program – regulations, policy, audits, appeals, program delivery, training, and staff. In 2019, he was the Lead Federal Official and Federal Disaster Recovery Coordinator (FDRC) / Federal Coordinating Officer (FCO) for Puerto Rico and the U.S. Virgin Islands (USVI) – the largest recovery effort in United States history.

William Roche joined Witt O'Brien's in 2020 after more than 20 years of experience in disaster planning, response, and recovery. He served in the Senior Executive Service as Deputy Regional Administrator for FEMA Region IX, Region IX's Recovery Division Director, and the Accountable Executive for the PA Division at FEMA Headquarters. He managed the national PA Grant Program, the Fire Management Assistant Grant Program (FMAG), the Community Disaster Loan Program (CDL), and the Special Community Disaster Loan Program (SCDL). Bill is currently serving as Program Manager and Senior Advisor responsible for coordination, implementation, and delivery

of the Public Assistance Grant Program and Hazard Mitigation Grant Program under Hurricane Irma and Maria disasters encompassing over 2000 project grants and billions of federal disaster funding in the US Virgin Islands.

Matthew Erchull is an expert in the development of large-scale and complex federally funded programs. He is a nationally recognized subject matter expert in the development of public policy, program and project management, research, and quantitative analysis focused on assisting State and local governments, non-governmental organizations (NGOs) and private non-profits with federally funded HUD, HHS, FEMA, DHS, EDA, DOT, DOC, DOI and DOJ grant programs. Matt currently manages an industry-leading practice assisting nearly 90 clients that include states, local and territorial governments, and non-profits across the country, advising on the compliant use of over \$6 billion of COVID-19 federal assistance.

Matthew Hanson, CGMS, brings more than 25 years progressive experience in government program/grant management, finance, and agency operations at the federal, state, and local levels. Before joining Witt O'Brien's, he served as Assistant Director of the Arizona Governor's Office of Strategic Planning and Budgeting, Economic Recovery Management Team. Matt supported the state's response to and recovery from COVID-19 through administration of the CARES Act and other federal programs. He was fully engaged in stakeholder engagement/outreach, project management, grant management and financial oversight. His analysis of the COVID-19 relief bills were key to developing appropriate programs, workflows, and impactful executive-level briefings to the Governor's Office and other state leaders. He also created and delivered training to internal staff and external stakeholders.

UNDERSTANDING OF THE SCOPE OF WORK

Witt O'Brien's understands that the City of Roeland Park is looking for an experienced and qualified vendor to operate as a strategic planning, technical assistance, and staff augmentation partner to assist with compliant design and implementation of programs and services utilizing federal relief funding. More specifically, we understand the need for a vendor that provides a broad range of services based on your dynamic needs – both now and through mid- to long-term periods.

The Witt O'Brien's industry-leading cadre is key to our success supporting clients across the country. We are ready to immediately begin working with your team to augment your current COVID-19 operations. We understand that while centralizing the delivery of the program may ease and streamline overall delivery and reduce implementation cost, appropriate attention and focus should be applied to providing a conduit for City entities and agencies to seek and obtain direct support that are custom tailored to their localized needs.

We are ready to support your programs. The following identifies areas where our expertise and/or staffing can help maximize your programs, followed by a proposed engagement and scope of work to address any and all areas with which the City wants support.

1. Data management

- Assist with better aligning the use of funds across multiple implementation and federal funding streams and ensure that the City has resourcing available to support comprehensive data collection and management practices; including the development of streamlined templates and reporting systems.
- Facilitate access to the above data to inform decisions that must be made and actions that must be taken internally within the City, including strategic planning and funding allocation with more flexible American Rescue Plan Act funding available to address COVID-19 impacts both in the short and long-term.

2. Grant management

- Access the various funding sources that are available to the City, ensuring that no funding opportunities are missed.
- Support to maximize efficient allocation and distribution of funding to deliver the greatest impact and benefit to the residents of your community, including providing strong governance.

- Ensure that the agencies and/or departments responsible for designing and implementing programs utilizing federally appropriated grant funds are well equipped – both in resourcing and strategy – to succeed and remain compliant with federal regulations.
- Ensure the City has broad insight into how funds can be best optimized across various program types and funding streams, preventing duplication and leveraging funding to the fullest extent allowable under the identified statutes.
- 3. Organization and coordination**
 - A partner that can provide direct support to operational leadership and the most senior members of program and City government with operations and organizational capacity building.
 - A partner to operate as force multiplier for leadership in disseminating and coordinating various workstreams across some or all agencies involved in the delivery of programs.
- 4. Compliance and monitoring**
 - Ensure that all stakeholders responsible for utilizing federal assistance are doing so in a fully compliant manner.
 - Ensure that the City agencies or departments that are utilizing subrecipients or subgrantees are well equipped with resourcing, tools, templates, methods and processes to successfully ensure compliant use of funds. This includes careful capacity and risk assessments prior to selection of partners, and ongoing monitoring of the selected entities' administration, program or service delivery actions, expenditure, and reporting activities.
- 5. Contract management and oversight**
 - Ensure that the City has the capacity to perform contract management and oversight responsibilities for vendors selected to perform services utilizing federal funding.
 - Ensure that City agencies and departments have the necessary resourcing available to ensure compliant and impactful use of funds and are seeking to provide shared service augmentation to help perform oversight and contract management.
- 6. Staff Augmentation**
 - Ensure the City agencies and/or departments have a reliable mechanism for augmentation of their implementation needs with considerations for experience in federal assistance programs.
 - Centralize this shared service through a single contract vehicle to streamline contracting and budgeting, and to provide for better transparency and cross-workstream coordination.
- 7. After-action and performance reviews**
 - Examine past and ongoing program delivery and response-management to identify and recommend targeted best practices and lessons learned that drive improvement of the City's performance during the next phase of federal funding, and ahead of the next disaster.
 - Facilitate tasking, timelines, and monitoring of corrective actions to ensure accountability, effective implementation, and continuous improvement.

PROPOSED ENGAGEMENT & SCOPE OF WORK

- 1. Data management**
 - Support the development of tools, templates and processes for both centralized and localized/program-specific data management and reporting practices
 - Direct augmentation engagement to increase assigned agencies' capacity, focusing on data management and reporting needs.
- 2. Grant management**
 - Support strategic planning, development and implementation of federally funded grant and assistance programs through grant management best practices and subject matter expertise.
 - Provide direct engagement for assigned agencies to augment their existing capacity, focusing on grant management and administration.
- 3. Organization and coordination**
 - Support operational leadership, the most senior members of program, and City government with organization and operational practice development and implementation strategy.

- Support centralized and localized coordination City leadership and assigned agencies/departments to foster greater transparency and management of the federally-funded programs.
- 4. Compliance and monitoring**
 - Support assigned agencies and entities with compliance and monitoring plans and strategies.
 - Perform compliance and monitoring activities as directed by City and/or assigned agency or department.
- 5. Contract management and oversight**
 - Support the City with vendor oversight to ensure quality of performance as outlined in terms and conditions of vendor's contract with the City.
- 6. Staff Augmentation**
 - Support the City and assigned entities/departments with staff augmentation, providing a broad range of services and skillsets based on outlined roles in approved role and rate schedule of engagement contract.
- 7. After-action and performance reviews**
 - Provide independent, third-party research and analysis of identified City issues areas; facilitate document research, individual and small-group interviews, and group "hotwash" sessions; and deliver root-cause findings coupled to concrete corrective actions; all under approved role and rate schedule of engagement contract.

Current Witt O'Brien's Clients for COVID-19 Recovery

Counties

- Jefferson County, AL
- Sacramento County, CA
- Santa Clara County, CA
- Clay County, FL
- Hardee County, FL
- Indian River County, FL
- Marion County, FL
- Pinellas County, FL
- Putnam County, FL
- Pottawattamie, IA
- Shawnee County, KS
- Geary County, KS
- Graham County, KS
- Johnson County, KS
- Kingman County, KS
- Riley County, KS
- Rooks County, KS
- Sedgwick County, KS
- Shawnee County, KS
- Frederick County, MD
- Montgomery County, MD
- Hennepin County, MN
- Suffolk County, NY
- Ocean County, NJ
- Cleveland County, OK
- Garvin County, OK
- McClain County, OK
- Grant County, OR
- Berks County, PA
- Delaware County, PA
- Montgomery County, PA
- Kerr County, TX
- Arlington County, VA
- King County, WA

Municipalities

- City of San Jose, CA
- Culver City, CA
- Long Beach, CA
- Town of Davie, FL
- Oakland Park, FL
- Pompano Beach, FL
- City of Key Biscayne, FL
- Morehead City, NC
- County of Toms River, NJ
- County of Berkeley, NJ
- City of Moore, OK
- Kerrville, TX
- City of Norfolk, VA

Educational Institutions

- CalTech, CA
- California State University System, CA
- San Jose Evergreen Community College District, CA
- Broward County Schools, FL
- Vincennes University, IN
- Lafayette Parish School System, LA
- University of North Carolina System, NC
- Norman Public Schools, OK

State of Kansas (supporting all 105 counties)

Kansas Department of Commerce

Kansas Department of Health & Environment

Minnesota Housing Finance Agency (ERAP)

South Carolina Emergency Management Division

Healthcare

- Memorial Healthcare System, FL
- Archbold Medical Center, GA
- Southeast Georgia Health System
- Upson Regional Medical. GA
- Edward Elmhurst Health, IL
- Maine General Health, ME
- Erickson Living, MD
- New Hanover Regional Medical Center, NC
- Albany Medical Center, NY
- Amsterdam Nursing Home, NY
- Bishop's Commons, NY
- Episcopal Health Service, Inc. (St. John's), NY
- Metropolitan Jewish Health System, NY
- Miriam Osborn Memorial Home Association, NY
- Rebekah Rehab and Extended Care Center, NY
- Richmond University Medical Center, NY
- St. Francis Commons, NY
- The Osborn, NY
- Village Care, NY
- Weill Cornell Medicine, NY
- INTEGRIS Health, OK
- Conway Medical Center Foundation, SC

NGOs

- Love City Strong, USVI
- U.S. Council of Mayors
- National Association of Counties
- Intl Assoc. of Emergency Managers
- FL Association of Counties
- CA State Association of Counties
- NJ State Association of Counties

PROPOSED ENGAGEMENT TERMS

We propose a 12-month engagement with two 1-year options to renew. Our fees will be based on the rate schedule outlined below and will be invoiced on a time and materials basis, not to exceed to \$15,000 through June 16, 2022. The following rate schedule is intended to be comprehensive in nature to provide the greatest amount of flexibility to the City in identifying and utilizing services based on the dynamic needs of assigned agencies and entities.

PROPOSED FEE SCHEDULE

PROFESSIONAL SERVICES	RATE/HR
Project Executive	\$400
Senior Project Manager	\$340
Project Manager	\$286
Deputy Project Manager	\$227
Executive Advisor II	\$400
Executive Advisor I	\$330
Federal Assistance Subject Matter Expert III	\$340
Federal Assistance Subject Matter Expert II	\$249
Federal Assistance Subject Matter Expert I	\$170
Management Consultant V	\$225
Management Consultant IV	\$175
Management Consultant III	\$150
Management Consultant II	\$120
Management Consultant I	\$95
Data Analyst III	\$150
Data Analyst II	\$130
Data Analyst I	\$95
Financial Analyst III	\$190
Financial Analyst II	\$150
Financial Analyst I	\$120
Administrative Support Specialist III	\$141
Administrative Support Specialist II	\$117
Administrative Support Specialist I	\$95
Eligibility Review Manager II	\$175
Eligibility Review Manager I	\$135
Eligibility Review Specialist III	\$125
Eligibility Review Specialist II	\$95
Eligibility Review Specialist I	\$75
Contact & Customer Service Manager II	\$175
Contact & Customer Service Manager I	\$135
Contact & Customer Service Specialist III	\$65
Contact & Customer Service Specialist II	\$55
Contact & Customer Service Specialist I	\$45
Technology Technical Senior Advisor	\$325
Technology Technical Architect	\$250
Technology Technical Lead	\$250
Technology Technical Developer III	\$200
Technology Technical Developer II	\$180
Technology Technical Developer I	\$155

While we anticipate all work to be conducted virtually, if conditions change and on-site support is required, in addition to the hourly rates quoted above, out-of-pocket expenses incurred in connection with performance of this agreement will be invoiced. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at our cost, without mark-up. Per diem will be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate.

**I. SCOPE**

This purchasing policy shall apply to all Officers and employees of all departments without exception. The policy shall include: (1) a statement of procedures to be followed in making purchases of goods and services, which statement shall be consistent with the policies contained herein; (2) limitations on the authority of employees and Officers to make purchases of goods and services and (3) a statement governing all budgeted expenditures for departments. Generally, however, it is the responsibility of the Department Head, with their Council appointed Committee Chair, to manage their budgets and to keep the Chair, the City Administrator/City Clerk and, when required, the City Council informed of significant and material expenditures. The City Administrator or his/her designee shall submit a monthly listing of expenditures in aggregate to the City Council for approval. So long as the Cash Basis Law and Budget Law are complied with, the failure to comply with the policy shall not be deemed to be an illegal expenditure of public funds.

II. PURPOSE

To establish a uniform policy for bid solicitation, purchase order system. This policy is intended to provide a method for the most prudent and effective expenditure of City funds and for maximum protection of the taxpayer.

III. RESPONSIBILITY

City Administrator

IV. POLICY**A. Purchasing**

1. A commodity or service should be obtained at the lowest cost possible consistent with the quality required to maintain efficient operations of city departments.
2. Even though the Governing Body approves a level of expenditures for any given program, that in itself is not a permit nor a directive to expend funds unless the need exists at the time of purchase and the item to be purchased is within the budget limits. Purchases will not be made only because funds are available.
3. No employee of any department shall make any purchase of an unbudgeted item without prior notice and approval from the Department Head who will in turn work with the City Administrator. The City Administrator will work with the Governing Body if the spending limit exceeds limits set per this policy. The Department Head will inform and receive consent in advance from the Governing Body for unbudgeted expenses when funds cannot be used from other approved sources within the department's approved annual budget. In general, even if an expense is considered unbudgeted, but necessary for the

fulfillment of a City program or project need, the unbudgeted item must be consistent with the established programs and projects approved by the City Council and established either by ordinance, policy or the annual budget and Capital Improvement Plan.

B. Sustainable/Green Purchasing – Purchases will be made in accordance with the City's Green Purchasing Policy (as adopted).

C. Local Preference Purchasing

Whenever possible the City of Roeland Park will make purchases of goods and services within the city limits. If the product can be found cheaper outside of city limits, the Roeland Park based business will be given the opportunity to match or beat those expenses. Exceptions to this policy can be considered if the product or service does not meet one of the following conditions:

- a.) The product is not available within the city limits
- b.) Buying locally increases the costs by more than a 2.5 percent cost variation.

D. Bids or informal price quotes from a minimum of three (3) vendors will be taken for any single item purchased for the following amounts and by the following method:

1. *Open Market Purchases:* No bids will be required for any single item costing less than \$2,500. All departments are encouraged to solicit three (3) informal written price quotes.
2. *Competitive Informal Quotes:* Three informal written or electronic price quotes will be required for any single item costing between \$2,501 and \$10,000.
3. *Competitive Formal Quotes:* Formal written or electronic price quotes will be required for any single item costing \$10,001 or more. The City will post notice of the opportunity for quotes along with specifications on the City's website in addition to soliciting quotes from known qualified vendors and/or service providers and firms that have registered with the City to receive notifications for quotes.
4. The Council may choose to employ variants of the above purchasing options if an opportunity for greater competition exists, the item being purchased is highly specialized, or unique circumstances or changes in the marketplace would justify a variation. Sealed bids will not be required unless specifically mandated by Federal or State law; such as may be the case when receiving grants. The bid process followed shall comply with applicable state or federal law.

E. Exceptions:

1. The goods or services are available from only one vendor; or
2. It is advantageous to purchase through the purchasing contracts of other governmental agencies.
3. Professional services are being obtained pursuant to qualification-based selection.

F. Expenditure limitations will be set as follows:

1. Directors/Department Heads shall have the authority to spend up to \$5,000 on a single item. \$5,001 - \$15,000 will require approval by the City Administrator.
2. City Administrator shall have the authority to spend up to \$15,000 on a single item.

3. Council approval shall be required for purchases beyond \$15,001 for a single item unless the item is preapproved during the Budget process and the amount of the item falls within the parameters of the established budget.

G. Expenditures Not Requiring special approval by the City Administrator or Council are:

1. Expenditures of less than \$5,000 not outlined in item F of this policy.
2. Monthly or regular expenditures for contractual agreements such as, but not limited to, the following:
 - a.) Lease agreement payments
 - b.) Utility payments
 - c.) Debt service payments
 - d.) Motor Fuel
 - e.) Payroll liability payments
3. Blanket purchase authority may be used for those merchants from whom many repetitive purchases are made, as supplies are required. Blanket purchase authority may be used for items such as, but not limited to, the following: Office Supplies, Salt, Asphalt, Auto Parts, Tires, Tree Service, and Printing. If there is more than one accessible supplier, the bids will be taken and awarded to the best bidder. Bids may be taken on a yearly basis.
4. Emergency Purchases – An emergency shall be defined as situations when the department's operations would be severely hampered if the purchase were not made immediately. In these instances, the purchase authority policy may be bypassed and the purchasing department will furnish a requisition as soon as possible. In these instances the City Administrator shall have the authority to approve purchases in excess of \$15,000. "EMERGENCY" should be boldly written across the purchase requisition. The purchase authority process should only be bypassed in extreme emergencies with department head approval.

H. Tax Exempt Status

The City is tax exempt as a political subdivision under Section 4221(b) of the IRS Code and K.S.A. 79-3606. Under Missouri Statute, the City's exempt status is valid only when items purchased from Missouri vendors are delivered within the State of Kansas.

I. Declaration of Surplus Property

1. Department Heads shall notify the City Clerk in writing when there is equipment or supplies that are no longer of value to the department.
2. Surplus property may be disposed through online or live auction or online sales sites. Sale of property will go to the highest legitimate offer.
3. Department heads shall notify the Administrative office of the disposition of all items in order that fixed asset records may be maintained.
4. The disposal of real-property must be authorized by the Governing Body.

J. Public Art Purchases

1. Public Art is publicly accessible original art that enriches the city and evokes meaning. This policy pertains to permanent and temporary art, displayed anywhere publicly accessible, such as city rights-of-way or parks, and is purchased and/or owned by the City.
2. The City's Art Advisory Committee will make recommendations for the purchase and placement of public art to the City Council.

3. The art should be appropriate for the proposed location taking into consideration the opportunity for damage due to vandalism or other man-made damage as well as general safety to the public.
4. The Arts Advisory Committee shall make a formal recommendation to the City Council at a workshop with a final decision to be made by the City Council at a future Council meeting.
5. This policy applies to all publicly displayed permanent and temporary installations.

K. PROCEDURES

1. Department heads shall maintain a list of qualified vendors for the purchase of routine or on-call services. A vendor may be deleted for late delivery, failure to meet specifications and failure to provide the necessary maintenance or service. The above will be noted and placed in the vendor file.
 2. In no case shall vendors or bidders for goods and services purchased by the City have any direct familial, business or other monetary relationship to anyone serving as a Department Head or as a member of the City Council unless proper notification is made to the City Council in advance of the purchase and approval is given by the City Council to make an exception to this guideline.
 3. The City Governing Body and/or the City Administrator has the right to refuse all or any part of the bid when it is felt it is in the best interest of the City.
 4. The City Administrator may approve a single change order on Capital Improvements projects up to 10 percent of the contract value up to a maximum of \$20,000 to account for elements that were unknown at the time a work package was assembled.
 5. An original invoice showing place, amount and date of purchase must accompany each purchase. All individual expenditures from the Department will be marked with the Department budget line item and initialed by the Department Head and/or City Administrator prior to submission for payment with the requisite documentation of the purchase.
 6. Quotes will be furnished when repairs involve an insurance loss or claim
 7. Petty cash fund may be used for the reimbursable purchase of miscellaneous small items of supplies or equipment, meals, and mileage, under control and supervision of the appropriate Department Head. Anyone being reimbursed for expenses with petty cash must furnish a receipt in order to be reimbursed. All reimbursements must be signed off by the designated petty cash custodian.
 8. Certain goods or services are required on an "as needed" basis to enable departments to maintain their level of service. The invoice of service products purchased will be turned in to the Administrative Office within 24 hours. Examples are: sand and salt, asphalt, gravel, emergency needs, automobile parts and repairs.
 9. The purchase of real property must be authorized by the Governing Body.
 10. Any deviation of this purchasing policy shall be first approved by the City Administrator for items less than \$7,500.
- L. The City Council at their discretion and for good cause shown can waive the purchasing policy.

M. Ethics Provision

1. All City employees authorized to conduct purchasing activities on behalf of the City shall adhere to the highest degree of ethical standards, including the avoidance of nepotism.

When engaged in the Competitive Informal or Competitive Formal Quote processes, no employee shall engage in or permit any illegal or improper purchasing practice, including, but not limited to, sharing price quote amounts with other vendors to gain either a better price or to award the contract to a specific vendor. Further, any employee having knowledge of any questionable practice shall immediately report this knowledge to their respective Department Head, the City Administrator, or where appropriate, to the Mayor. Engaging in or permitting unethical or illegal conduct constitutes grounds for disciplinary action in accordance with the City's disciplinary policies.

2. 2. It shall not be a violation of the ethics provision to deploy cost savings efforts or value engineering prior to the award of a contract or the final selection of a vendor.

Item Number: Reports of City Officials:- XI.-A.
Committee 6/21/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 6/15/2021
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Update on Reinhardt Project**
Item Type: Report

Recommendation:

Reinhardt Dr Progress Update - Informational only

Details:

The reconstruction process began on Reinhardt Drive on June 14th. All utilities have been relocated that were in conflict with the street improvements. The contractor has started work on the minor stormwater work near Pawnee Dr. Pipe is installed and will be backfilled once cured. Kansas Heavy has began removal of the pavement between 48th St & 50th Terr. Attached are some photos.

Work schedule for the next 2 to 3 weeks(weather permitting)

- - All street, curb driveway and sidewalk demo should be complete by Wednesday, June 23rd.
 - Storm sewer crossing repairs complete by Friday, June 25th
 - The following week of the 28th the contractor will establish dirt grade and 6"ab3 placement. This time line will allow the pugged ab3 to cure over the holiday weekend and also allow residents full access to driveways with the temporary ramps for the 4th of July.
 - June 6th - install string line for curb installation which will restrict driveway usage until curb and driveways are placed and cure time achieved.
 - Complete curb and drives by July 9th and have cure time around July14th or 15th.

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
	Photos	Cover Memo











Item Number: Reports of City Officials:- XI.-B.
Committee 6/21/2021
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 6/15/2021
Submitted By: Chris Verbrugge
Committee/Department: Administration
Title: **COVID Report**
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
COVID Report for the First Half of June

Type
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 June 1st – June 15th



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

General

- As of June 1st, 2021, Roeland Park is still in Phase 3 of the reopening plan.
- As of June 1st, 2021, the State of Kansas is in Phase 5 of the vaccine distribution plan. All Kansans, aged 12 and older, are eligible to receive the COVID-19 vaccine.
- Personal Protection Equipment (PPE) is [being made available](#) to Johnson County organizations upon request.
 - Johnson County is assisting businesses and organizations in establishing their own 90-day PPE reserve in an effort to further develop contingencies for ongoing and additional supply chain disruptions.
- Johnson County Department of Health and Environment Director Dr. Sanmi Areola provided an update to the Board of County Commissioners.
 - The June 7, 2021 presentation can be found [here](#).
- Governor Laura Kelly [announced](#) that as of June 4, 50% of adults aged 18 and older have been fully vaccinated against COVID-19.
- Governor Laura Kelly [announced](#) a bipartisan SPARK Executive Committee to continue economic development and recovery.
- Governor Kelly [announced](#) the local governments that are to receive allocations from the Local Fiscal Recovery Fund (LFRF) of the American Rescue Plan Act (ARPA).

- Utility and rent assistance is [still available](#) for Johnson County residents.
 - United Community Services of Johnson County recently shared information about the Kansas Emergency Rental Assistance program which still has more than \$18 million in funds available.
 - More information about the Kansas Emergency Rental Assistance program can be found [here](#).
- The Shawnee Mission Post is [launching](#) the Johnson County COVID-19 Remembrance Project as a way to help keep record of all those we have lost because of the pandemic and to provide people grieving with an outlet and share stories. Stories of those who lived or worked in Johnson County who were lost because of the pandemic can be shared at stories@shawneemissionpost.com or via Facebook or Twitter.
- Governor Kelly is set to rescind seven pandemic emergency Executive Orders.
 - The Executive Orders and when they become rescinded are below:

All orders are rescinded at 11:59 p.m. on the relevant date:

Order	Subject	Rescission Date
21-10	Remote notaries and witnesses	July 15, 2021
21-12	Licensure of adult care homes	June 15, 2021
21-16	Driver's license renewals	June 30, 2021
21-17	Waiving the waiting week for unemployment benefits	June 15, 2021
21-18	Income tax withholding for out-of-state telework	June 15, 2021
21-19	Tuberculin testing requirements	June 15, 2021
21-20	Deadline for rural water district annual meetings	June 30, 2021

- As of June 15, 2021, 53.2% of Johnson County residents aged 12 and older have received their first dose of COVID-19 vaccine and 46.4% of eligible Johnson County residents are fully vaccinated.

Administration/Neighborhood Services

- There are no updates from the Administration or Neighborhood Services Departments.

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.