AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
May 20, 2019 6:00 PM

- Mike Kelly, Mayor
- Erin Thompson, Council Member
- Jan Faidley, Council Member
- Michael Poppa, Council Member
- Claudia McCormack, Council Member
- Tim Janssen, Council Member
- Jim Kelly, Council Member
- Tom Madigan, Council Member
- Jennifer Hill, Council Member
- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Nielsen, City Clerk
- John Morris, Police Chief
- Donnie Scharff, Public Works Director

Admin	Finance	Safety	Public Works
Madigan	Faidley	Janssen	Hill
Thompson	McCormack	Poppa	Kelly

Pledge of Allegiance

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 #929
B. May 6, 2019 Minutes

III. **Business From the Floor**

A. **Applications / Presentations**

1. Committee Report – Arts

IV. **Mayor's Report**

A. Proclamation - World Elder Abuse Awareness Day June 15, 2019

B. Proclamation – Arbor Day

V. **Workshop and Committee Reports**

VI. **Reports of City Liaisons**

A. Pool Advisory Committee

B. 47th Committee

VII. **Unfinished Business**

VIII. **New Business**

A. Request Free Swim Day at RPAC in Conjunction with Aquatics Center Ceremony

B. Award Bid for 2019 NSRP Rosewood Street Reconstruction Project to Freeman Concrete

C. Award Bid for 2019 CDBG El Monte Mill and Overlay Project to Freeman Concrete

D. Amend Community Center and Pool Management Agreements with JCPRD

E. Amend Employee Handbook and Approve Job Descriptions

F. Foodie Fest September 8, 2019 Special Event Permit and Financial Contribution Request

IX. **Ordinances and Resolutions:**

A. Amend Non-Discrimination Regulations

B. Ordinance Establishing an Aquatics Advisory Committee

X. **Reports of City Officials:**

XI. **Workshop Items:**

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

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

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

B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.

2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.

C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.

D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council

Members present, be subject to removal from that meeting.

E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.

F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.

G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.

H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: **Consent Agenda- II.-A.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #929**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
Appropriations Ordinance #929	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

Friday, May 17, 2019

Appropriation Ordinance -05/20/2019 - #929

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

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

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this 20th day of May, 2019.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	**$**	**211,060.71**

There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance -05/20/2019 - #929

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
A-1 Sewer & Septic Service	300	5469.300	Stormwater Maintenance	242711	05/15/19	10,584.08	69392	10,584.08
Advance Auto Parts	102	5260.102	Vehicle Maintenance	5128912323215	05/15/19	25.44	69393	25.44
Airgas USA, LLC	106	5318.106	Tools	9961795714	05/15/19	21.80	69394	21.80
American Waste Systems, Inc.	101	5292.101	Fireworks	7/19 Estimates	05/15/19	315.00	69395	315.00
Aaron Thakker	290	5425.290	Other Capital Outlay	1360	05/15/19	2,152.00	69396	2,152.00
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	76989892	05/15/19	1,766.48	69397	1,766.48
Blue Sky Cleaners	102	5224.102	Laundry Service	326	05/15/19	114.30	69398	114.30
Boelte-Hall, LLC	101	5208.101	Newsletter	1913038	05/15/19	1,253.00	69399	1,253.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1047136	05/15/19	75.00	69400	75.00
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	126640	05/15/19	23.00	69401	23.00
Custom Tree Care, Inc.	106	5263.106	Tree Maintenance	17907	05/15/19	7,270.00	69402	7,270.00
Dog Waste Depot	106	5262.106	Grounds Maintenance	276740	05/15/19	265.98	69403	265.98
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	5011912052	05/15/19	243.00	69404	243.00
Eligius Bronze	106	5306.106	Materials	1015117	05/15/19	227.00	69405	227.00
GBA Architects Engineers	450	5457.450	CARS - Roe 2020	55684	05/15/19	61,954.04	69406	61,954.04
Goodyear Auto Service	102	5260.102	Vehicle Maintenance	185928	05/15/19	233.74	69407	233.74
Jennifer Hill	108	5206.108	Travel Expense & Training	Apple 4/18/19	05/15/19	141.47	69408	141.47
Independent Salt Company	250	5303.250	Sand and Salt	143267IN	05/15/19	1,715.84	69409	5,223.82
Independent Salt Company	250	5303.250	Sand and Salt	143301IN	05/15/19	1,778.59	69409	
Independent Salt Company	250	5303.250	Sand and Salt	143557IN	05/15/19	1,729.39	69409	
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	3456	05/15/19	1,292.00	69410	5,184.00
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	3478	05/15/19	1,292.00	69410	
Jake's Lawn & Landscape, LLC.	106	5262.106	Grounds Maintenance	3472	05/15/19	2,600.00	69410	
Johnson County Wastewater	106	5288.106	Waste Water	1838 5/2/19	05/15/19	264.77	69411	264.77
Jorge Blanco Sculpture, Inc.	101	5283.101	RP Community Foundation Grant F	5/15/19 Man.Ck	05/15/19	26,847.00	32423	26,847.00
Jorge Blanco Sculpture, Inc.	101	5283.101	RP Community Foundation Grant F	10/18 Liab. Ins	05/16/19	1,500.00	32424	1,500.00
KCP & L	106	5290.106	Street Light Electric	1275 5/2/19	05/15/19	1,786.90	69412	1,786.90
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	256559	05/15/19	627.74	69413	627.74
Kansas Alcohol Beverage Control	101	4245.101	Cereal Malt Beverage License	2019	05/07/19	25.00	32419	25.00
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	9040433	05/15/19	171.60	69414	171.60
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	47384	05/15/19	2,088.00	69415	2,088.00
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	319001010000004	05/15/19	7,884.06	69416	19,362.16
Lamp, Rynearson & Assoc., Inc.	300	5221.300	Street Maintenance	319001010000004	05/15/19	1,263.90	69416	
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	319001010000004	05/15/19	2,727.00	69416	
Lamp, Rynearson & Assoc., Inc.	450	5458.450	CARS 2018	319001010000004	05/15/19	1,839.00	69416	
Lamp, Rynearson & Assoc., Inc.	270	5459.270	CARS 2019	319001010000004	05/15/19	972.20	69416	
Lamp, Rynearson & Assoc., Inc.	300	5470.300	Park Maint/Infrastructure	319001010000004	05/15/19	2,366.50	69416	
Lamp, Rynearson & Assoc., Inc.	300	5498.300	CDBG - 2019	319001010000004	05/15/19	2,309.50	69416	
LBA A/C, Heating & Plumbing	101	5210.101	Maintenance & Repair Building	32912596	05/15/19	174.00	69417	174.00

Logan Contractors Supply, Inc	300	5221.300	Street Maintenance	R86652	05/15/19	2,430.00	69418	2,430.00
Lowe's Business Acct./GEMB	101	5210.101	Maintenance & Repair Building	1760 5/13/19	05/08/19	56.16	32421	608.78
Lowe's Business Acct./GEMB	290	5210.290	Maintenace And Repair Building	1760 5/13/19	05/08/19	35.14	32421	
Lowe's Business Acct./GEMB	300	5221.300	Street Maintenance	1760 5/13/19	05/08/19	92.41	32421	
Lowe's Business Acct./GEMB	300	5221.300	Street Maintenance	1760 5/13/19	05/08/19	192.30	32421	
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 5/13/19	05/08/19	36.41	32421	
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 5/13/19	05/08/19	(5.56)	32421	
Lowe's Business Acct./GEMB	300	5470.300	Park Maint/Infrastructure	1760 5/13/19	05/08/19	201.92	32421	
Avea Mahan	101	4720.101	Plans & Spec's	5/7/19 SUP Reim	05/07/19	150.00	32420	150.00
Mauer Law Firm PC	101	5215.101	City Attorney	204482/84/86	05/15/19	15,295.00	69419	15,295.00
Venessa Maxwell-Lopez	103	5209.103	Professional Services	5/10/19	05/15/19	150.00	69420	150.00
McClure Engineering Co.	101	5209.101	Professional Services	123883	05/15/19	780.00	69421	780.00
Midtown Signs LLC	106	5259.106	Traffic Control Signs	12770	05/15/19	70.00	69422	70.00
Municode	101	5214.101	Other Contracted Services	326852	05/15/19	785.40	69423	785.40
Northeast Johnson Cty. Chamber	105	5206.105	Travel Expense & Training	30080	05/15/19	105.00	69424	105.00
Precision Concrete Cutting Midw	250	5454.250	Sidewalk Project	13713	05/15/19	5,798.00	69425	5,798.00
Redishred Kansas Inc.	102	5214.102	Other Contracted Services	100164807	05/15/19	22.50	69426	45.00
Redishred Kansas Inc.	105	5214.105	Other Contracted Services	100164807	05/15/19	22.50	69426	
Riteway Maintenance & Supply, I	101	5214.101	Other Contracted Services	19190	05/15/19	930.00	69427	930.00
Staples Advantage	101	5301.101	Office Supplies	8054189012	05/15/19	130.47	69428	222.83
Staples Advantage	101	5304.101	Janitorial Supplies	8054189012	05/15/19	92.36	69428	
Suburban Lawn & Garden	106	5262.106	Grounds Maintenance	570594	05/15/19	205.00	69429	205.00
Terminix Processing Center	101	5214.101	Other Contracted Services	385629094	05/15/19	84.00	69430	84.00
Town & Country Sheet Metal, Inc.	300	5470.300	Park Maint/Infrastructure	20191190	05/15/19	5,700.00	69431	5,700.00
TransUnion Risk & Alternative	102	5214.102	Other Contracted Services	4.57712E+11	05/15/19	50.00	69432	50.00
Tyler Technologies, Inc.	103	5266.103	Computer Software	25257485	05/15/19	5,348.00	69433	5,348.00
US BANK	102	5205.102	Postage & Mailing Permits	Bohon 4/25/19	05/08/19	14.20	32422	5,156.72
US BANK	102	5206.102	Travel Expense & Training	Morris 4/25/19	05/08/19	250.00	32422	
US BANK	105	5206.105	Travel Expense & Training	Jones-Lacy 4/19	05/08/19	580.00	32422	
US BANK	105	5206.105	Travel Expense & Training	Moody 4/25/19	05/08/19	750.00	32422	
US BANK	106	5206.106	Travel Expense & Training	Vandenbos4/25/19	05/08/19	611.00	32422	
US BANK	104	5219.104	Meeting Expense	Jones-Lacy 4/19	05/08/19	52.20	32422	
US BANK	108	5251.108	Mayor Expenses	Bohon 4/25/19	05/08/19	182.00	32422	
US BANK	101	5256.101	Committee Funds	Jones-Lacy 4/19	05/08/19	122.89	32422	
US BANK	106	5260.106	Vehicle Maintenance	Scharff 4/25/19	05/08/19	36.75	32422	
US BANK	106	5262.106	Grounds Maintenance	Scharff 4/25/19	05/08/19	93.50	32422	
US BANK	106	5262.106	Grounds Maintenance	Scharff 4/25/19	05/08/19	316.84	32422	
US BANK	101	5301.101	Office Supplies	Bohon 4/25/19	05/08/19	17.88	32422	
US BANK	106	5306.106	Materials	Scharff 4/25/19	05/08/19	132.79	32422	
US BANK	101	5307.101	Other Commodities	Bohon 4/25/19	05/08/19	1,337.00	32422	
US BANK	102	5307.102	Other Commodities	Bohon 4/25/19	05/08/19	23.16	32422	
US BANK	102	5307.102	Other Commodities	Morris 4/25/19	05/08/19	237.49	32422	
US BANK	102	5308.102	Clothing & Uniforms	Morris 4/25/19	05/08/19	139.59	32422	

US BANK	106	5308.106	Clothing & Uniforms	Scharff 4/25/19	05/08/19	259.43	32422	
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	327952	05/15/19	1,576.40	69434	1,576.40
Verizon Wireless	102	5202.102	Telephone	9828784757	05/15/19	335.84	69435	415.86
Verizon Wireless	104	5202.104	Telephone	9828784757	05/15/19	80.02	69435	
Wholesale Batteries, Inc.	106	5211.106	Maintenace & Repair Equipment	395473	05/15/19	129.60	69436	129.60
Johnny on the Spot	300	5470.300	Park Maint/Infrastructure	5059648575	05/15/19	137.28	69437	137.28
KPERS	101	2040.101	KPERS Accrued Employee	5/2/19	05/08/19	1,899.74		
KPERS	101	2050.101	Insurance Withholding Payable	5/2/19	05/08/19	163.96		
KPERS	107	5123.107	KPERS City Contribution	5/2/19	05/08/19	3,131.42		
KP&F	101	2045.101	KP&F Employee Withholding Paya	5/2/19	05/08/19	2,295.60		
KP&F	101	2050.101	Insurance Withholding Payable	5/2/19	05/08/19	94.27		
KP&F	107	5131.107	KP&F City Contribution	5/2/19	05/08/19	7,105.15		
Kansas Payment Center					69390	138.46		138.46
Kansas Payment Center					69391	138.92		138.92
						$ 211,060.71		

Item Number: **Consent Agenda- II.-B.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **May 6, 2019 Minutes**
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
May 6, 2019 Minutes	Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, May 6, 2019 6:00 P.M.

- Mike Kelly, Mayor
- Jan Faidley, Council Member
- Jennifer Hill, Council Member
- Tim Janssen, Council Member
- Jim Kelly, Council Member
- Tom Madigan, Council Member
- Claudia McCormack, Council Member
- Michael Poppa, Council Member
- Erin Thompson, Council Member
- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Nielsen, City Clerk
- John Morris, Police Chief
- Donnie Scharff, Public Works Director

Admin	Finance	Safety	Public Works
Madigan	Faidley	Janssen	Hill
Thompson	McCormack	Poppa	Kelly

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

Roll Call
City Clerk Nielsen called the roll and all Governing Body members were present, with the exception of Council Member Claudia McCormack.

Modification of Agenda
There were no modifications to the agenda.

I. CITIZENS COMMENTS

No comment cards were submitted.

II. CONSENT AGENDA

A. Appropriations Ordinance #928
B. April 15, 2019 Council Minutes

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

III. BUSINESS FROM THE FLOOR

A. Applications/Presentations

There were no applications or presentations made.

IV. MAYOR'S REPORT

A. Proclamation - Gun Violence Awareness Day

Mayor Kelly stated that members of the advocacy group Moms Demand Action for Gun Sense in America were present at the meeting and thanked them for attending. He said he is delighted to work with them in

their efforts and happy to be one of several mayors in the metropolitan area to declare the first Friday in June to be National Gun Violence Awareness Day.

Tracy, a representative of Moms Demand Action for Gun Sense in America, stated the group has done incredible outreach in the communities and cities in Johnson County. DeSoto signed the first proclamation announcing National Gun Violence Awareness Day in the country and now Roeland Park is the second.

Mayor Kelly read the proclamation into the record.

MOTION: CMBR THOMPSON MOVED AND CMBR HILL SECONDED TO DECLARE THE FIRST FRIDAY IN JUNE TO BE NATIONAL GUN VIOLENCE AWARENESS DAY IN ROELAND PARK. (MOTION CARRIED 7-0.)

Mayor Kelly added that the weekend of June 7-9, 2019, multiple cities, corporations, businesses and buildings will be lighting their buildings using orange filters provided by the advocacy group. Roeland Park has been invited to participate and asked for a motion to light City Hall.

MOTION: CMBR HILL MOVED AND CMBR KELLY SECONDED TO LIGHT CITY HALL WITH ORANGE LIGHTS IN SUPPORT OF NATIONAL GUN VIOLENCE AWARENESS FROM JUNE 7-9, 2019. (MOTION CARRIED 7-0.)

(Following applause, photographs were taken.)

V. WORKSHOP AND COMMITTEE REPORTS

No reports were given.

VI. REPORTS OF CITY LIAISONS

A. MARC - First Tier Suburbs (Erin Thompson and Claudia McCormack)

CMBR Thompson said that Roeland Park was recognized at the gold level of Community for All Ages on April 19th and is now one of seven cities that have achieved that level. They are now applying that lens to review the R Park Master Plan Phased Development. She also noted that former Councilmember Teresa Kelly worked very hard to get this program started.

Mayor Kelly added that achieving the gold status was achieved through much work by many people and recognized CMBR Thompson and CMBR McCormack for their work in serving on the First Tier Suburbs Coalition as well as Ms. Jones-Lacy for the work she did on the bronze, silver and gold applications, adding it has been a multi-year process, along with the participation from the Sustainability Committee and also past and current Councilmembers. He said the City, looking through the Community for All Ages lens, will make Roeland Park a great place to retire, a great place to start a family and for everything in between and said this speaks highly of the citizens, staff and the City as a whole.

Ms. Jones-Lacy showed the actual award and said it will be placed where it is visible to all.

VII. ORDINANCES AND RESOLUTIONS:

There were no ordinances or resolutions presented.

VIII. NEW BUSINESS

A. City Architect Appointment and Service Agreement

This item was previously discussed in a Workshop for SFS to provide city architect services. SFS was the highest scoring firm during the bid and review process.

CMBR Faidley asked about negotiated rate of $5-$10 less per hour for each of the services they provide. City Administrator Moody said this is typical. SFS submitted their regular rates when but stated they were willing to bring that rate date down a certain percentage. Mr. Moody noted this is an evergreen agreement renewing annually with a termination notice of 45 days. There is also an opportunity for a scheduled rate adjustment of two percent per annum. Their submitted rates were competitive with the other proposals they received.

MOTION: CMBR KELLY MOVED AND CMBR JANSSEN SECONDED TO APPROVE THE AGREEMENT FOR SFS FOR CITY ARCHITECT SERVICES. (MOTION CARRIED 7-0.)

IX. UNFINISHED BUSINESS

There was no unfinished business discussed.

X. WORKSHOP ITEMS:

There were no items to discuss.

XI. REPORTS OF CITY OFFICIALS:

City Administrator Moody stated that there has been quite a bit of activity at the Aquatics Center as they are getting ready to open the pool. All the concrete on the deck that was proposed to be replaced is complete as well as the deck caulking. The new lift chair is on site as is the climbing wall and installation will take place within the next week. The hiring is also going well. There is also some prep work continuing inside the building.

Ms. Jones-Lacy reported the photo contest is going well and they have received some great submissions. They did a boost on Facebook to promote it and yielded a lot of results. The deadline for submissions has been extended to the end of May. In addition to a showing of photos in the gallery there will be a reception for everyone who submitted photos to celebrate their work. The date and time are still yet to be determined.

Public Works Director Scharff said they are anticipating severe weather over the next couple of days and asked everyone to be watchful.

Chief Morris said he has an officer graduating soon from the police academy. The seatbelt program starts next week and he advised everyone to be sure to wear their seatbelts.

XII. ADJOURN

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

(Roeland Park City Council Meeting Adjourned at 6:17 p.m.)

_____ _____

Mike Kelly, Mayor Kelley Nielsen, City Clerk

Item Number: **Applications/Presentations- A.-1.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:	5/17/2019
Submitted By:	Staff
Committee/Department:	Arts Committee
Title:	**Committee Report – Arts**
Item Type:	Report

Recommendation:

Information only, Marek Gliniecki will provide an oral report at the meeting.

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: **Mayor's Report- IV.-A.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:	5/20/2019
Submitted By:	Jennifer Jones-Lacy
Committee/Department:	
Title:	**Proclamation - World Elder Abuse Awareness Day June 15, 2019**
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
Proclamation	Cover Memo

Proclamation

World Elder Abuse Awareness Day 2019

WHEREAS, older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities; and

WHEREAS, as our population lives longer, our society is presented with opportunities to collectively provide awareness about senior issues and needs; and

WHEREAS, elder abuse, neglect and exploitation of our senior community is a public concern often caused by ageism and social isolation in the United State; and

WHEREAS, in 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and

WHEREAS, preventing abuse of older adults through maintaining and improving social supports like senior centers, human services and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities; and

WHEREAS, awareness of elder abuse is the first step to engage and empower seniors and promote a better understanding of abuse and neglect of older adults everywhere.

NOW, THEREFORE, I, Mike Kelly, Mayor for the City of Roeland Park, do hereby proclaim June 15, 2018 as

World Elder Abuse Awareness Day

in Roeland Park, and encourage our community to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.

In testimony whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of Roeland Park, this 20th day of May, 2019.

MIKE KELLY
Mayor

Item Number: **Mayor's Report- IV.-B.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Proclamation – Arbor Day**
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
Arbor Day 2019	Cover Memo

Proclamation

ARBOR DAY 2019

Whereas, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Mike Kelly, Mayor of the City of Roeland Park, therefore do hereby proclaim June 29, 2019 as Arbor Day in the City of Roeland Park, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

In testimony whereof, I have hereunto set my hand and caused to be affixed the Seal of the City of

Roeland Park, this 20th day of May, 2019.

_____

Mike Kelly, Mayor

Item Number: **Reports of City Liaisons- VI.-A.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Pool Advisory Committee**
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
Pool Advisory Committee Minutes May 14, 2019	Cover Memo

Roeland Park Aquatic Center
Pool Advisory Committee
Minutes

May 14, 2019
6:00PM
Community Center

Johnson County Park & Recreation	City of Roeland Park
Leslee Rivarola, Board Member	Jim Kelly, Council Member
Rhonda Pollard, Superintendent of Recreation	Tom Madigan, Council Member
Jim Wilson, Project Manager III	Claudia McCormack, Council Member
Marshall McKinney, Aquatics Manager	

Called to Order at 6:00 pm

Advisory Committee Members Present: Jim Kelley, Tom Madigan, Rhonda Pollard, Marshall McKinney,
Members Absent: Leslee Rivarola, Jim Wilson, Claudia McCormack
Others Present: Keith Moody City Administrator, Shannon Plueger Aquatics Leader

AGENDA ITEMS

A. **RP Pool Improvements Update-** Council has provided direction to Waters Edge concerning layout preferences, Waters Edge has provided preliminary cost estimates for each amenity as well as preferred phasing if phasing were to be employed. Council will continue discussion of improvement options along with discussion of barrowing options at their 5/20/19 workshop.

B. **Aquatics Advisory Committee Structure as of June 1, 2019-** The council plans to take action on establishing an ongoing Aquatics Advisory Committee at their 5/20/19 meeting. The Committee will consist of elected officials and Roeland Park Residents as well as provide for a non-voting member from the pool management agency.

C. **Facility Maintenance Position-** council will consider adding the Facility Maintenance Position to City staff. This will require amending the Community Center Joint Use Agreement and the Pool Management Agreement. JCPRD is moving forward with hiring a person, with the understanding that employment may switch to the City. Costs will likely be similar; the benefit is the City having an owner representative at each facility who is responsible for the upkeep of the facilities owned by the City.

D. **Review Financials** (Financials as of through 4/2019 reported on 5/7/2019 attached)

E. **Masters Swim Team**- Modified sessions by separating the combined Monday/Wednesday evening practices and separating the combined Tuesday/Thursday morning practices.

F. **Membership Sales-** From March 1st – May 7th 86 memberships were sold. Attached is a breakdown including quantity and type of memberships sold including revenues. This number is in line with what was sold for the same period in 2018. As was the case last year most members are adding the super pass.

G. **Staffing-**
   1. RP Stingrays Head Coach- hired
   2. Lifeguard Staff- 80% hired
   3. Front Desk Staff- 100% hired
   4. Masters Swim Coach- one coach hired but looking for an additional coach. This position is currently posted on the JCPRD website. We are also working with the Blazers to locate a coach for this program.

H. **RPAC Signage-** Proofs for all signs were reviewed. Design are based upon direction from the Pool Advisory Committee. Signs are scheduled to be installed prior to opening of the pool or first part of season. JCPRD sign shop worked with Keith Moody to arrive at the final versions.

I. **Removal of Reception Divider-** The Committee supports Staff's recommendation to remove the plexiglass divider at the reception desk to enhance communication and make the interaction more personal. Roeland Park PD will provide advise on how minimize theft at the location.

J. **Janitorial & Bathroom Fixtures-**
   1. Pur-o-Zone will be the new supplier for both RPAC & RPCC. Soap dispensers are automatic and paper towel dispensers are large capacity. Design of the dispensers is modern, durable and attractive. Having consistent dispensers between facilities simplifies ordering and allows for materials to be shared should one facility run out.

2. Bathroom fixtures scheduled to be installed on Tuesday, May 14th.
3. Pur-o-Zone states that all fixtures are ADA compliant and will install to specifications of ADA.

K. Automatic Flusher Retrofits- Complete, total cost of $1,500. All toilets and urinals have been updated to have automatic flushers. This will help keep facility cleaner, reduces water and sanitary sewer utility bills and is an affordable update to the bathrooms.

L. Review Status of Repairs

1. Auxiliary Pool Pit Fiberglass Grates - Complete
2. Pump Room Improvements by Commercial Aquatics
   (1) Motors & Pumps - Complete
   (2) 8" Valve to isolate lint basket - Complete
   (3) New Check valves Installed – Complete
   (4) Removal of UV Unit - Complete
3. Concrete Repair – Complete, total cost including repair to damaged electrical because of the concrete removal was $44,953. This work consisted of removal of the concrete channel used to secure the dome, removal of paver stones that covered the drainage channel around the perimeter of the main pool and poured concrete over these two removed elements to tie the pool deck concrete to the concrete sidewalk that follows the perimeter of the main pool. The project also entailed replacement of cracked and faulted section of concrete decking.
4. Caulking Concrete Deck - Complete
5. Vortex Pool Failed Concrete Repair- Complete, total cost was $4,250. The tile around the volcano in the middle was coming off, the concrete pool surface due to the concrete crumbling. The tiles were removed, concrete material that was crumbling was removed, rebar was epoxied into concrete to add stability, concrete was troweled to match adjoining pool surface finish and a blue paint stripe was added in place of the tile accent.
6. Main Pool and Slide Plunge Pool Painting Repairs- Complete, total cost $6,850. Work was completed by Titan Aquatics. Paint on the north and west walls of the diving well was flaking and chipping. Due to the prep, paint and cure time filling the pool was pushed back a week. Pool should be full by 5/16/19, providing ample time to balance chemicals and ensure all systems are operating correctly prior to opening day.
7. Climbing Wall- The wall has arrived. Waiting for direction from Water's Edge for layout and placement of wall at pool. If installation of the wall requires relocating the 1-meter diving board and Commercial Aquatics is not able to complete relocation of the diving board before the pool opens, then both amenities will be in place on opening day but use of the amenities may have to alternate. 5/14/19 Water's Edge is to determine if relocating the 1-meter diving board is necessary.
8. Bulkhead Update – Refurbishment Completed & Delivered- Bulkhead arrived March 20th. Bulkhead has been placed in the NE corner of the pool. Will be installed by Commercial Aquatics when water is in the pool.
9. Replace Custodial Door (cost $5,632.00)- Waiting for door to arrive for install. Installation anticipated mid-May.
10. ADA Lift Replacement (cost $3,294.00)- Lift has arrived, will be installed by Commercial Aquatics prior to opening.
11. Stairs in Pump Room- RTE Technologies has submitted a plan of action to address stairs in the pump room. Jim Wilson is working with a contractor to schedule work. Currently set to complete work on Wednesday, May 15th.

M. Update on Pool Management Agreement Process- The Pool Management Agreement (for 6/1/19 to 12/31/19 period) and the Agreement to Terminate the Interlocal Agreement were both executed on April 17, 2019.

N. Ceremony for Turning Over Pool Ownership- JCPRD and City staff will put together a ceremony to commemorate ownership of the pool being turned over to the City. Details to follow.

Adjourned at 7:00 pm

NEXT REGULAR MEETING:

Date: June 11th Time: 6:00 PM Location: Roeland Park Community Center- Room 6

Item Number: **Reports of City Liaisons- VI.-B.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **47th Committee**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: **New Business- VIII.-A.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:	5/17/2019
Submitted By:	Jennifer Jones-Lacy
Committee/Department:	Admin
Title:	**Request Free Swim Day at RPAC in Conjunction with Aquatics Center Ceremony**
Item Type:	Discussion

Recommendation:

Provide a free swim day at the Roeland Park Aquatics Center to commemorate the transfer of ownership from JCPRD to Roeland Park.

Details:

The Ad Hoc Aquatics Committee suggested having a Transfer Ceremony to highlight that the pool has officially changed hands and is fully owned by the City. The actual transfer day is June 1, 2019. City and JCPRD staff will work with the Northeast Johnson County Chamber which has offered to coordinate the event, which will take place on either Saturday, June 8th or Saturday June 15th.

Councilmember Madigan suggested having a free swim day the day of the ceremony to feature and highlight the pool. This needs Council approval to move forward. A typical Saturday in June will yield anywhere from $300 to $800 in revenue from walk-in daily pass customers. For June 2018, the average Saturday daily pass revenue was $550.

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.-B.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:	5/14/2019
Submitted By:	Donnie Scharff, Director of Public Works
Committee/Department:	Public Works
Title:	**Award Bid for 2019 NSRP Rosewood Street Reconstruction Project to Freeman Concrete**
Item Type:	Discussion

Recommendation:

Award the bid for the 2019 NSRP Rosewood Reconstruction project to Freeman Concrete at a cost not to exceed $496,782.

Details:

Staff recommends the 2019 Neighborhood Street Reconstruction Project for Rosewood Street - Alder Drive to W 55th Street. This project entails the total reconstruction of the street with all new curb & gutter, new subgrade and asphalt surface as well as the installation of a new sidewalk on the east side of the street.

Staff received a total of 5 bids for this project. The low bid was submitted by Freeman Concrete Construction LLC in the amount of $496,781.05.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount: $534,000
Line Item Code/Description: 5430.270	

Additional Information

The City of Roeland Park has budgeted $800K bi-annually for neighborhood street reconstruction.

City staff and Lamp Rynearson considered streets for reconstruction based off of these factors.

- **Current Pavement Condi**tion: streets will a condition index below 40 were considered to be candidates as those streets have multiple base failures and have exceeded the design life.
- **Maintenance Status**: These streets have not had recent surface treatments or overlays.
- **Budgetary Constraints**: The program is a "pay as you go (PAYG)" program, so the each year's project estimates should be within the ability to fund the project.

How does item relate to Strategic Plan?

Enhances the city's commitment to invest in infrastructure needs.

How does item benefit Community for all Ages?

Street improvements will include new pavement, new sidewalk to increase walkability in our neighborhoods.

ATTACHMENTS:

Description	Type
2019 NSRP Rosewood Project	Cover Memo

LAMP RYNEARSON

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

May 13, 2019

Ms. Kelly Nielsen
City Clerk
City of Roeland Park, KS
4600 W. 51st Street
Roeland Park, KS 66205

Re: 2019 NSRP – Rosewood Street

Dear Ms. Nielsen:

Bids were received for the above referenced project on Wednesday, May 8, 2019.

A total of five bids were received. The low bid was submitted by Freeman Concrete Construction, LLC in the amount of $496,781.05. The engineers estimate for the project was $532,038.00. Attached is a completed bid tabulation, list of proposed subcontractors, and subcontractor percentage breakdown. The contractor proposes to complete approximately 76% of the work with their own forces.

The bids were very competitive with two of the five bidders below the engineers estimate. We have previously worked with Freeman Concrete Construction and found them to be a qualified contractor. After consultation with City staff we recommend that Freeman Concrete Construction be awarded the contract.

If you have any questions, or need additional information, please contact me at 816-361-0440.

Sincerely,

LAMP RYNEARSON

Dan McGhee, P.E.
Senior Project Manager

CC: Project File
Email C: Donnie Scharff, Director of Public Works

COMPLETED BID TAB

2019 NSRP - ROSEWOOD STREET RECONSTRUCTION

CITY OF ROELAND PARK, KANSAS

May 8, 2019

Item No.	Item Description	Unit	Estimated Quantity	ENGINEERS ESTIMATE		Freeman Concrete Construction		Gunter Construction Company		Primetime Contracting Corp		Kansas Heavy Construction		JM Fahey		AVERAGE MINUS ENGINEERS AND JM Fahey CO	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Force Account	Set	1	$ 25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$ 25,000.00	$ 25,000.00	$25,000.00	$25,000.00
2	Mobilization	L.S.	1	$ 20,000.00	$20,000.00	$17,200.00	$17,200.00	$45,553.00	$45,553.00	$23,035.00	$23,035.00	$30,350.00	$30,350.00	$ 16,000.00	$ 16,000.00	$29,034.50	$29,034.50
3	Clearing, Grubbing, Demolition	L.S.	1	$ 40,000.00	$40,000.00	$53,400.00	$53,400.00	$72,200.00	$72,200.00	$55,000.00	$55,000.00	$79,750.00	$79,750.00	$ 122,000.00	$ 122,000.00	$65,087.50	$65,087.50
4	Earthwork	L.S.	1	$ 20,000.00	$20,000.00	$72,550.00	$72,550.00	$24,500.00	$24,500.00	$75,000.00	$75,000.00	$61,000.00	$61,000.00	$ 47,500.00	$ 47,500.00	$58,262.50	$58,262.50
5	Temporary Aggregate	S.Y.	2200	$ 6.00	$13,200.00	$5.65	$12,430.00	$4.00	$8,800.00	$5.50	$12,100.00	$8.00	$17,600.00	$ 17.75	$ 39,050.00	$5.79	$12,732.50
6	Asphaltic Concrete Surface (2")	TON	410	$ 85.00	$34,850.00	$78.10	$32,021.00	$81.20	$33,292.00	$100.00	$41,000.00	$93.50	$38,335.00	$ 78.25	$ 32,082.50	$88.20	$36,162.00
7	Asphaltic Concrete Base (4")	TON	820	$ 85.00	$69,700.00	$73.60	$60,352.00	$76.50	$62,730.00	$85.00	$69,700.00	$88.00	$72,160.00	$ 70.25	$ 57,605.00	$80.78	$66,235.50
8	Aggregate Base (6")	S.Y.	4451	$ 9.00	$40,059.00	$9.60	$42,729.60	$8.00	$35,608.00	$9.00	$40,059.00	$10.00	$44,510.00	$ 16.50	$ 73,441.50	$9.15	$40,726.65
9	Unsuitable Subgrade (Remove and Replace)	TON	600	$ 25.00	$15,000.00	$43.45	$26,070.00	$51.50	$30,900.00	$45.00	$27,000.00	$46.00	$27,600.00	$ 77.75	$ 46,650.00	$46.49	$27,892.50
10	Sidewalk (4" Concrete)	S.F.	3422	$ 7.00	$23,954.00	$4.70	$16,083.40	$5.50	$18,821.00	$7.00	$23,954.00	$4.50	$15,399.00	$ 10.00	$ 34,220.00	$5.43	$18,564.35
11	Sidewalk (Driveway Ramp) (6" Concrete)	S.F.	1160	$ 12.00	$13,920.00	$6.15	$7,134.00	$7.75	$8,990.00	$8.00	$9,280.00	$6.00	$6,960.00	$ 14.25	$ 16,530.00	$6.98	$8,091.00
12	Sidewalk Ramp with Detectable Warning (6")	S.F.	335	$ 13.00	$4,355.00	$12.05	$4,036.75	$8.60	$2,881.00	$9.00	$3,015.00	$17.80	$5,963.00	$ 14.50	$ 4,857.50	$11.86	$3,973.94
13	Detectable Warning Surface	S.F.	63	$ 40.00	$2,520.00	$44.60	$2,809.80	$36.00	$2,268.00	$80.00	$5,040.00	$109.00	$6,867.00	$ 45.50	$ 2,866.50	$67.40	$4,246.20
14	Sidewalk Curb	L.F.	120	$ 25.00	$3,000.00	$4.00	$480.00	$17.20	$2,064.00	$25.00	$3,000.00	$29.00	$3,480.00	$ 49.25	$ 5,910.00	$18.80	$2,256.00
15	Curb and Gutter (Type A, B and C)	L.F.	2774	$ 30.00	$83,220.00	$15.70	$43,551.80	$28.50	$79,059.00	$18.00	$49,932.00	$27.00	$74,898.00	$ 26.75	$ 74,204.50	$22.30	$61,860.20
16	Valley Gutter (8" Concrete)	S.Y.	52	$ 85.00	$4,420.00	$66.10	$3,437.20	$62.50	$3,250.00	$65.00	$3,380.00	$100.00	$5,200.00	$ 128.00	$ 6,656.00	$73.40	$3,816.80
17	Driveway (Residential) (6" Concrete)	S.Y.	870	$ 70.00	$60,900.00	$44.00	$38,280.00	$52.50	$45,675.00	$70.00	$60,900.00	$52.00	$45,240.00	$ 100.00	$ 87,000.00	$54.63	$47,523.75
18	Inlet (Curb) (5'x4') (Cantilever Lid)	E.A.	1	$ 6,000.00	$6,000.00	$3,800.00	$3,800.00	$5,935.00	$5,935.00	$6,750.00	$6,750.00	$6,300.00	$6,300.00	$ 7,000.00	$ 7,000.00	$5,696.25	$5,696.25
19	Inlet (Curb) (5'x4')	E.A.	1	$ 5,000.00	$5,000.00	$3,640.00	$3,640.00	$6,030.00	$6,030.00	$6,750.00	$6,750.00	$6,300.00	$6,300.00	$ 6,000.00	$ 6,000.00	$5,680.00	$5,680.00
20	Curb Inlet Conversion to Junction Box	E.A.	1	$ 2,500.00	$2,500.00	$2,280.00	$2,280.00	$2,360.00	$2,360.00	$9,000.00	$9,000.00	$2,800.00	$2,800.00	$ 2,500.00	$ 2,500.00	$4,110.00	$4,110.00
21	Pipe (18" RCP)	L.F.	32	$ 135.00	$4,320.00	$115.00	$3,680.00	$75.00	$2,400.00	$95.00	$3,040.00	$148.00	$4,736.00	$ 150.00	$ 4,800.00	$108.25	$3,464.00
22	Sodding	S.Y.	3015	$ 8.00	$24,120.00	$5.70	$17,185.50	$6.40	$19,296.00	$6.00	$18,090.00	$5.60	$16,884.00	$ 6.00	$ 18,090.00	$5.93	$17,863.88
23	Traffic Control	L.S.	1	$ 5,000.00	$5,000.00	$1,950.00	$1,950.00	$3,850.00	$3,850.00	$6,000.00	$6,000.00	$5,300.00	$5,300.00	$ 5,700.00	$ 5,700.00	$4,275.00	$4,275.00
24	Erosion Control	L.S.	1	$ 5,000.00	$5,000.00	$1,780.00	$1,780.00	$1,900.00	$1,900.00	$1,800.00	$1,800.00	$6,100.00	$6,100.00	$ 9,000.00	$ 9,000.00	$2,895.00	$2,895.00
25	Contractor Construction Staking	L.S.	1	$ 6,000.00	$6,000.00	$4,900.00	$4,900.00	$5,200.00	$5,200.00	$4,500.00	$4,500.00	$9,740.00	$9,740.00	$ 4,500.00	$ 4,500.00	$6,085.00	$6,085.00
				TOTAL	$532,038.00		$496,781.05		$548,562.00		$582,325.00		$618,472.00		$749,163.50		$561,535.01

FREEMAN
CONCRETE CONSTRUCTION LLC

8357 Monticello Rd.
Shawnee, KS 66227

P: 913-825-0744
F: 913-825-0745

Certified DBE/WBE with KDOT, MODOT and Kansas City, MO

May 9, 2019

Lamp Rynearson
9001 State Line Road, Ste 200
Kansas City, Missouri 64114

Attn: Greg VanPatten

Re: 2019 NSRP – Rosewood Street
Roeland Park, Kansas

As requested, we are providing a list of subcontractors that we intend to use on this project.

Subcontractor	Item #'s
Seal-O-Matic Paving Co.	6,7
Belt Survey, LLC	25
Traftec Inc.	23
Total Sodding & Seeding, Inc.	22

If you have any questions, let me know.

Sincerely,
Freeman Concrete Construction, LLC

Mike Martin
Project Manager

SUBCONTRACTOR PERCENTAGE

2019 NSRP - ROSEWOOD STREET RECONSTRUCTION

CITY OF ROELAND PARK, KANSAS

May 13, 2019

Item No.	Item Description	Unit	Estimated Quantity	Freeman Concrete Construction Unit Price	Freeman Concrete Construction Total	Freeman Concrete Construction - Subcontracted Services	
1	Force Account	Set	1	$25,000.00	$25,000.00		
2	Mobilization	L.S.	1	$17,200.00	$17,200.00		
3	Clearing, Grubbing, Demolition	L.S.	1	$53,400.00	$53,400.00		
4	Earthwork	L.S.	1	$72,550.00	$72,550.00		
5	Temporary Aggregate	S.Y.	2200	$5.65	$12,430.00		
6	Asphaltic Concrete Surface (2")	TON	410	$78.10	$32,021.00	$78.10	$32,021.00
7	Asphaltic Concrete Base (4")	TON	820	$73.60	$60,352.00	$73.60	$60,352.00
8	Aggregate Base (6")	S.Y.	4451	$9.60	$42,729.60		
9	Unsuitable Subgrade (Remove and Replace)	TON	600	$43.45	$26,070.00		
10	Sidewalk (4" Concrete)	S.F.	3422	$4.70	$16,083.40		
11	Sidewalk (Driveway Ramp) (6" Concrete)	S.F.	1160	$6.15	$7,134.00		
12	Sidewalk Ramp with Detectable Warning (6")	S.F.	335	$12.05	$4,036.75		
13	Detectable Warning Surface	S.F.	63	$44.60	$2,809.80		
14	Sidewalk Curb	L.F.	120	$4.00	$480.00		
15	Curb and Gutter (Type A, B and C)	L.F.	2774	$15.70	$43,551.80		
16	Valley Gutter (8" Concrete)	S.Y.	52	$66.10	$3,437.20		
17	Driveway (Residential) (6" Concrete)	S.Y.	870	$44.00	$38,280.00		
18	Inlet (Curb) (5'x4') (Cantilever Lid)	E.A.	1	$3,800.00	$3,800.00		
19	Inlet (Curb) (5'x4')	E.A.	1	$3,640.00	$3,640.00		
20	Curb Inlet Conversion to Junction Box	E.A.	1	$2,280.00	$2,280.00		
21	Pipe (18" RCP)	L.F.	32	$115.00	$3,680.00		
22	Sodding	S.Y.	3015	$5.70	$17,185.50	$5.70	$17,185.50
23	Traffic Control	L.S.	1	$1,950.00	$1,950.00	$1,950.00	$1,950.00
24	Erosion Control	L.S.	1	$1,780.00	$1,780.00		
25	Contractor Construction Staking	L.S.	1	$4,900.00	$4,900.00	$4,900.00	$4,900.00
					$496,781.05		$116,408.50
							23.43%

Item Number: **New Business- VIII.-C.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:	5/17/2019
Submitted By:	Donnie Scharff, Director of Public Works
Committee/Department:	Public Works
Title:	**Award Bid for 2019 CDBG El Monte Mill and Overlay Project to Freeman Concrete**
Item Type:	Discussion

Recommendation:

Staff recommend to council to award the 2019 CDBG El Monte St project to Freeman Concrete LLC.

Details:

Bids were received for the above referenced project on Wednesday, May 8, 2019. A total of three bids were received. The low bid was submitted by Freeman Concrete Construction, LLC in the amount of $128,140.00. The engineers estimate for the bid was $163,013.50.

Attached is a completed bid tabulation, list of proposed subcontractors, and subcontractor percentages. The contractor proposes to complete approximately 45% of the work with their own forces. A minimum
general contractor percentage of 40% is acceptable in our opinion for this type of work, and we recommend modifying the minimum general contractor percentage in the agreement from 50% to 40% for this project.

The bids were very competitive with two of the three under the engineer's estimate. We have previously worked with Freeman Concrete Construction and found them to be a qualified contractor. After consultation with City staff we recommend that Freeman Concrete Construction be awarded the contract, contingent on advertising and general contractor / subcontractor approval by the Johnson County Community Development Department for compliance with CDBG requirements.

Financial Impact

Amount of Request: $128,140	
Budgeted Item?	Budgeted Amount: $174,000
Line Item Code/Description: 5498.300 - Special Infustructure	

Additional Information

This project entails spot curb & gutter repair, base asphalt patching and 2" mill & overlay

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
20109 CDBG	Cover Memo

LAMP
RYNEARSON

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

May 17, 2019

Ms. Kelly Nielsen
City Clerk
City of Roeland Park, KS
4600 W. 51st Street
Roeland Park, KS 66205

Re: 2019 CDBG – El Monte Street

Dear Ms. Nielsen:

Bids were received for the above referenced project on Wednesday, May 8, 2019.

A total of three bids were received. The low bid was submitted by Freeman Concrete Construction, LLC in the amount of $128,140.00. The engineers estimate for the bid was $163,013.50. Attached is a completed bid tabulation, list of proposed subcontractors, and subcontractor percentages. The contractor proposes to complete approximately 45% of the work with their own forces. A minimum general contractor percentage of 40% is acceptable in our opinion for this type of work, and we recommend modifying the minimum general contractor percentage in the agreement from 50% to 40% for this project.

The bids were very competitive with two of the three under the engineer's estimate. We have previously worked with Freeman Concrete Construction and found them to be a qualified contractor. After consultation with City staff we recommend that Freeman Concrete Construction be awarded the contract, contingent on advertising and general contractor / subcontractor approval by the Johnson County Community Development Department for compliance with CDBG requirements.

If you have any questions, or need additional information, please contact me at 816-361-0440.

Sincerely,

LAMP RYNEARSON

Dan McGhee, P.E.
Senior Project Manager

CC: Project File
Email C: Donnie Scharff, Director of Public Works

COMPLETED BID TAB
2019 CDBG - EL MONTE STREET
CITY OF ROELAND PARK, KANSAS
May 8, 2019

Item No.	Item Description	Unit	Estimated Quantity	ENGINEERS ESTIMATE		Freeman Concrete Construction		Little Joes Asphalt		JM Fahey Construction		AVERAGE MINUS ENGINEERS	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Force Account	Set	1	$ 10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
2	Mobilization	L.S.	1	$ 6,000.00	$6,000.00	$4,300.00	$4,300.00	$2,600.00	$2,600.00	$10,000.00	$10,000.00	$5,633.33	$5,633.33
3	Clearing, Grubbing and Demolition	L.S.	1	$ 5,000.00	$5,000.00	$1,100.00	$1,100.00	$200.00	$200.00	$9,500.00	$9,500.00	$3,600.00	$3,600.00
4	Traffic Control	L.S.	1	$ 1,500.00	$1,500.00	$560.00	$560.00	$900.00	$900.00	$3,000.00	$3,000.00	$1,486.67	$1,486.67
5	Erosion Control	L.S.	1	$ 2,000.00	$2,000.00	$560.00	$560.00	$700.00	$700.00	$3,000.00	$3,000.00	$1,420.00	$1,420.00
6	Asphalt Mill (Full Width) (2" Max)	SY	2481	$ 4.50	$11,164.50	$3.70	$9,179.70	$3.50	$8,683.50	$4.00	$9,924.00	$3.73	$9,262.40
7	Asphalt Concrete Surface (2")	Ton	301	$ 85.00	$25,585.00	$83.45	$25,118.45	$81.75	$24,606.75	$82.00	$24,682.00	$82.40	$24,802.40
8	4" AB3 undercut	SY	1044	$ 11.00	$11,484.00	$13.91	$14,522.04	$14.70	$15,346.80	$33.50	$34,974.00	$20.70	$21,614.28
9	Base Repair (Asphalt) (4" Repair)	SY	1044	$ 60.00	$62,640.00	$34.32	$35,830.08	$52.85	$55,175.40	$66.75	$69,687.00	$51.31	$53,564.16
10	Curb and Gutter (Remove and Replace)	LF	691	$ 40.00	$27,640.00	$39.03	$26,969.73	$45.50	$31,440.50	$72.00	$49,752.00	$52.18	$36,054.08
				TOTAL	$163,013.50		$128,140.00		$149,652.95		$224,519.00		$167,437.32

FREEMAN
CONCRETE CONSTRUCTION LLC

8357 Monticello Rd.
Shawnee, KS 66227

P: 913-825-0744
F: 913-825-0745

Certified DBE/WBE with KDOT, MODOT and Kansas City, MO

May 9, 2019

Lamp Rynearson
9001 State Line Road, Ste 200
Kansas City, Missouri 64114

Attn: Greg VanPatten

Re: 2019 CDBG – El Monte Street
Roeland Park, Kansas

As requested, we are providing a list of subcontractors that we intend to use on this project.

Subcontractor	Item #'s
Seal-O-Matic Paving Co.	6,7,9

If you have any questions, let me know.

Sincerely,
Freeman Concrete Construction, LLC

Mike Martin
Project Manager

COMPLETED BID TAB							
2019 CDBG - EL MONTE STREET							
CITY OF ROELAND PARK, KANSAS				Freeman Concrete Construction		Freeman Concrete Construction - Subcontracted Services	
May 8, 2019							
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total
1	Force Account	Set	1	$10,000.00	$10,000.00		
2	Mobilization	L.S.	1	$4,300.00	$4,300.00		
3	Clearing, Grubbing and Demolition	L.S.	1	$1,100.00	$1,100.00		
4	Traffic Control	L.S.	1	$560.00	$560.00		
5	Erosion Control	L.S.	1	$560.00	$560.00		
6	Asphalt Mill (Full Width) (2" Max)	SY	2481	$3.70	$9,179.70	$3.70	$9,179.70
7	Asphalt Concrete Surface (2")	Ton	301	$83.45	$25,118.45	$83.45	$25,118.45
8	4" AB3 undercut	SY	1044	$13.91	$14,522.04		
9	Base Repair (Asphalt) (4" Repair)	SY	1044	$34.32	$35,830.08	$34.32	$35,830.08
10	Curb and Gutter (Remove and Replace)	LF	691	$39.03	$26,969.73		
					$128,140.00		$70,128.23
							54.73%

Item Number: **New Business- VIII.-D.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:	5/17/2019
Submitted By:	Keith Moody
Committee/Department:	Admin.
Title:	**Amend Community Center and Pool Management Agreements with JCPRD**
Item Type:	Other

Recommendation:

Staff recommends approving amendments to the Community Center Joint Use Agreement and Pool Management Agreement with JCPRD to allow for the Facility Maintenance position currently employed by JCPRD to become a City Employee.

Details:

Currently the Facility Maintenance position (full time) which provides maintenance to the Community Center and to the Pool is an employee of JCPRD. Staff believes their is benefit to having this position be a City employee. First, the person as a City employee is representing the property owners interest vs. that of a management agency. Second, having the person report to the Public Works Director enhances a closer working relationship between public works and the recreation facilities owned by the City. Third, the City has greater control over the technical abilities and facility knowledge of the person, this is especially important concerning the complex mechanical operations of the pool. Finally, the City is better able to manage turnover as well as to cross train a second staff member to cover in the event the position is vacant.

The City currently pays all of the wages and benefit costs of the position through the contractual agreements in place with JCPRD.

Since the part time Community Center Attendants also provide maintenance/cleaning and are supervised by the Facility Maintenance position, it stands to reason that these positions would also become city employee. Again the City pays for these staff costs as well therefore the transfer of them to our staff is a financial push.

The attached redline versions of the agreements reflect the language changes needed to implement transferring the staff to the City. The attached budgets reflect the financial impact of the

change. Note that the change is occurring halfway through the year so the budget impact reflected (-$29,694) is roughly half of what the annual amount would be on the Community Center and for the pool the budget impact (-$8,363) is for 6 out of the 7 month contract period. Although the budgets need to be updated to reflect the change, in the end the overall change in cost to the City should be unchanged.

The revised agreements and revised budgets should both be approved to implement the changes.

Financial Impact

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

Additional Information

The edits to the Pool Management Agreement have not yet been approved by JCPRD's legal staff. We will attach a revised document if there are revisions.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
2019 Community Center Budget with Maintenance Staff Changes Reflected	Cover Memo
219 Pool Budget with Maint Staff Changes Reflected	Cover Memo
2019 Community Center Joint Use Agreement with Redline Changes	Cover Memo
2019 Pool Management Agreement with Redline Changes	Cover Memo

2019 BUDGET

ROELAND PARK COMMUNITY CENTER

JUSTIFICATION OF REVENUES & EXPENSES

Cost Center: 4253420 | **Requested Revenues:** 152,866

Fund: 9310 | 530075 was not budgeted for in 2019. | **Estimated Expenses:** 137,817

Fund Name: Enterprise Fund

Department: 50 Plus

Division: Recreation

Purpose: To provide the Roeland Park community with quality recreation and facility rental opportunities. In 2017, program participations, room rentals, and fitness room memberships totaled 21,764.

Budget Adjustments Related to Maintenance Staff Change

400000	**REVENUES**						**152,866**
440000	**CHARGES FOR SERVICES**					**23,064**	
440425	Internal Program Revenue					**720**	
450800	**Culture And Recreation Charges**					**22,344**	
451180	Participation Fees				22,344		
	A. Fitness Room Memberships						
	1. Roeland Park Residents	**Memb.**	**Fee**	17,424			
	a. 3 Month - Single / 60 Plus Single	180	38.00	6,840			
	b. 3 Month - Family / 60 Plus Family	70	48.00	3,360			
	c. 6 Month - Single / 60 Plus Single	12	70.00	840			
	d. 6 Month - Family / 60 Plus Family	15	92.00	1,380			
	e. 12 Month - Single / 60 Plus Single	14	135.00	1,890			
	f. 12 Month - Family	18	173.00	3,114			
	2. Non-Residents			3,220			
	a. 3 Month - Single	30	46.00	1,380			
	b. 3 Month - Family	15	59.00	885			
	c. 6 Month - Single	2	93.00	186			
	d. 6 Month - Family	1	117.00	117			
	e. 12 Month - Single	1	186.00	186			
	f. 12 Month - Family	2	233.00	466			
	3. Day Passes	50	4.00	200			
	4. RPCC Corporate Memberships			1,500			
	a. 1 - 5 Employees	2	250.00	500			
	b. 5 - 10 Employees	2	500.00	1,000			
	c. 10 - 20 Employees	-	875.00	-			
	d. 20 - 40 Employees	-	1,125.00	-			
460600	**RENT & ROYALTIES**					**61,095**	
460655	Facility Rental					**37,160**	
	A. Room #2				1,885		
	1. RPCC Resident	60	16.00	960			
	2. JoCo Resident	10	19.00	190			
	3. Non-Resident	35	21.00	735			
	B. Room #3				2,370		
	1. RPCC Resident	25	16.00	400			
	2. JoCo Resident	65	19.00	1,235			
	3. Non-Resident	35	21.00	735			
	C. Room #6				4,540		
	1. RPCC Resident	100	19.00	1,900			
	2. JoCo Resident	60	22.00	1,320			
	3. Non-Resident	55	24.00	1,320			
	D. Multipurpose Room				8,470		
	1. RPCC Resident	130	34.00	4,420			
	2. JoCo Resident	50	37.00	1,850			
	3. Non-Resident	55	40.00	2,200			
	E. Multipurpose Room w/ Kitchen				10,565		
	1. RPCC Resident	60	44.00	2,640			
	2. JoCo Resident	95	51.00	4,845			
	3. Non-Resident	55	56.00	3,080			
	F. Multipurpose Room w/ Kitchen - Alcohol				1,275		
	1. RPCC Resident	5	89.00	445			
	2. JoCo Resident	5	100.00	500			
	3. Non-Resident	3	110.00	330			
	G. Neighbor's Place				6,545		
	1. RPCC Resident	75	19.00	1,425			
	2. JoCo Resident	80	22.00	1,760			
	3. Non-Resident	140	24.00	3,360			
	H. Extra Fees - Portable Sound System	2	25.00		50		
	I. Extra Fees - Projector/Screen/ Sound/ Lighting	33	35.00		1,155		
	J. Extra Fees - Miscellaneous Items	25	5.00		125		
	K. Additional Staff	15	12.00		180		
460656	Internal Facility Rental		**#Hrs**	**Cost**		**16,735**	
	A. Fine Arts		583	6.00	3,498		
	B. RPAC		15	6.00	90		
	C. Special Populations		13	6.00	78		
	D. RP Programs		291	6.00	1,746		
	E. CDC Camps		120	6.00	720		
	F. CS Camps		22	11.00	242		
	G. Flexercise		149	11.00	1,639		
	H. JCPRD ECDC - Monthly rent		12	725.00	8,700		

2019 BUDGET

ROELAND PARK COMMUNITY CENTER

JUSTIFICATION OF REVENUES & EXPENSES

Cost Center: 4253420 — **Requested Revenues:** 152,866

Fund: 9310 — 530075 was not budgeted for in 2019. — **Estimated Expenses:** 137,817

Fund Name: Enterprise Fund

Department: 50 Plus

Division: Recreation

Purpose: To provide the Roeland Park community with quality recreation and facility rental opportunities. In 2017, program participations, room rentals, and fitness room memberships totaled 21,764.

								Budget Adjustments Related to Maintenance Staff Change
	I. JCPRD ECDC - Extra Rooms		2	11.00	22			
460680	Tenant Fees		Pays	Cost		7,200		
	A. Gillis Center		12	600.00	7,200			
480000	**REIMBURSEMENTS**						**68,707**	
480140	Reimbursement					**68,707**		
	A. City of Roeland Park reimbursement for 1/2 of operating expenses.				68,909			
	B. JCPRD's net revenue split with city				(202)			
500000	**EXPENSES**						**137,817**	(29,694)
500010	**PERSONNEL SERVICES**						**65,950**	
500012	**Personnel Costs Normal Wages**					**65,770**		
500020	Full-Time Salaries & Wages				43,070			
	A. FT Salaries & Wages			41,816				(14,924)
	B. Merit Increases			1,254				(448)
500030	Part-Time Salaries & Wages				22,393			
	A. Seasonal	#Hrs/Wk	Rate	22,393				
	1 Custodial Staff	1,950	11.50	11,213				(11,213)
	2 Front Desk Staff	1,040	10.75	11,180				
500040	Overtime Wages				308			(308)
500200	**Allowance/Special Pay Wages**					**180**		
500230	Cellular Phone Allowance				180			(180)
500395	**PAYROLL ACCRUAL**						**6,293**	
500400	**Employer Benefit Costs**					**6,293**		
500430	Health Insurance				6,293			(2,098)
510000	**CONTRACTUAL SERVICES**						**46,989**	
510005	**Utilities**					**26,700**		
510010	Electricity				19,000			
510020	Natural Gas/Propane				5,300			
510040	Water				1,200			
510050	Sewer				1,200			
510100	**Communications**					**400**		
510115	Long Distance Telephone				50			
510140	Postage Via Us Postal				350			
510180	**Travel Costs**					**500**		
510225	Mileage Reimbursement - Local & Same Day Travel				500			
510720	**Professional Fees**					**2,142**		
510750	Bank Charges				2,142			
	A. Bank bags, etc.			200				
	B. Internal Transfer			1,942				
510900	**Education and Training**					**525**		
510930	Non-CPE Continuing Professional Education				525			
	A. Maintenance Supervisor			-				(525)
	B. Front Desk Assistant			525				
520000	**Contracting Services**					**11,702**		
520005	Pest Control				950			
520015	Inspection Services				330			
520035	Laundry Rug & Uniform Cleaning				540			
520045	Janitorial Services				800			
520075	Printing Or Copying Services				620			
520272	Internal Contractual Services				7,362			
	A. Marketing & Communications			1,658				No Change
	B. IT			1,173				
	C. Registration			1,861				
	D. Recreation Administration			2,670				
520275	Contractual Services - Unclassified		# Hours	Fee	1,100			
	A. Officer Fees for MPR Rentals with Alcohol		22	50	1,100			
	B. Contractual Split with City of RP							
520520	**Rents**					**720**		
520540	Equipment & Furnishings Rental		# Months	Fee	720			
	A. Ice Machine		12	60	720			

2019 BUDGET

ROELAND PARK COMMUNITY CENTER

JUSTIFICATION OF REVENUES & EXPENSES

Cost Center: **4253420** | **Requested Revenues:** **152,866**

Fund: **9310** | 530075 was not budgeted for in 2019. | **Estimated Expenses:** **137,817**

Fund Name: **Enterprise Fund**

Department: **50 Plus**

Division: **Recreation**

Purpose: To provide the Roeland Park community with quality recreation and facility rental opportunities. In 2017, program participations, room rentals, and fitness room memberships totaled 21,764.

Budget Adjustments Related to Maintenance Staff Change

520660	**Repair Services**				**4,300**	
520680	Building Repair			600		
520685	Interior Building Maintenance			200		
520690	Equipment & Furnishings Repair			3,000		
520750	HVAC Equipment Maint & Repair			500		
530000	**MATERIALS & SUPPLIES**					**18,585**
530015	Office Supplies				**600**	
530025	Books, Newspapers, Periodicals				**250**	
530090	Clothing Linen - Unclassified				**120**	
	A. Staff Allotment	2	60.00	120		
530110	Food				**50**	
530115	Kitchen & Food Service Supplies				**50**	
530116	Gift Certificates				**75**	
530135	Ice & Snow Removal Chemicals				**550**	
530160	Building-Improvements				**300**	
530170	Building Materials & Supplies				**200**	
530175	Electrical Supplies				**1,000**	
530180	Plumbing Supplies				**200**	
530265	Tools				**300**	
530270	Lawn Care Supplies				**300**	
530275	Janitorial Supplies				**4,800**	
530290	Recreational & Craft Supplies				**25**	
530310	Safety Supplies				**450**	
530325	Operating Supplies				**450**	
530330	Equipment & Motor Repair Parts				**150**	
530345	Fuel				**25**	
530402	HVAC Maint & Equip Parts				**180**	
530435	Lawn, Garden, & Snow Equipment				**200**	
530440	Furnishings & Office Equipment				**300**	
530455	Food Service Equipment				**700**	
530465	Safety Equipment				**250**	
530485	Computer Hardware				**1,060**	
	A. Computer Replacement			660		
	B. Scanner			400		
530510	Janitorial Equipment				**650**	
530515	Recreation Equipment				**5,100**	
	A. Fitness Equipment - One New or (2) Used			5,100		
530525	HVAC Equipment				**50**	
530545	Toner Cartridges				**200**	

Exhibit C- 2019 FACILITY BUDGET

ROELAND PARK AQUATIC CENTER

JUSTIFICATION OF REVENUES & EXPENSES

Cost Center:	**4253070**	**Requested Revenues:**	**$ 153,416**
Fund:	**9310**	**Estimated Expenses:**	**$ 474,808**
Fund Name:	**Enterprise Fund**	**Net Income or (Loss) Reflected in Budget:**	**$ (321,392)**
Department:	**Aquatics**	Management Fee Paid by City to JCPRD:	$ (117,428)
Division:	**Recreation**	Total Subsidy Provided by City:	$ (438,820)
		Operating Subsidy Provided by City:	$ (317,820)

Purpose: To provide programming, as well as operation and maintenance of a leisure aquatic facility, which includes a 50-meter instructional/competitive pool (domed seasonally for indoor use), splash pool, youth pool, and vortex pool in Northeast Johnson County. Critical life-saving instruction is provided through Learn-to-Swim and Lifeguard Training and Certification Programs. Opportunities are available for all ages to participate in instructional swim, completive swim, diving, and aquatic fitness classes. With the pool changing to "summer only" operations in 2018, participations totaled 15,132, with an additional 700 spectators.

											Budget Adjustments Related to Maintenance Position Change
400000	**REVENUES**									**153,416**	
440000	**CHARGES FOR SERVICES**								**148,566**		
440005	**General Government Charges (Subtotal)**							**45,556**			
440410	Program Fees (June - August)						32,556				
	A. Learn to Swim Classes	**# Part.**	**# Class**	**# Sess**	**% Part.**	**Cost**					
	1. Weekday Morning	6	8	4	65%	60.00	7,488				
	2. Weekday Evening	6	9	4	65%	60.00	8,424				
	3. Saturday Morning	6	9	2	65%	60.00	4,212				
	B. Water Exercise	**# Part.**	**# Class**	**# Sess**	**% Part.**	**Cost**					
	1. T/TH Morning	20	2	2	50%	40.00	1,600				
	C. Masters										
	1. Weekday Morning	**# Part.**	**# Class**	**# Sess**	**% Part.**	**Cost**					
	a. Session #1	24	1	1	50%	50.00	600				
	b. Session #2	24	1	1	50%	35.00	420				
	2. Weekday Evening	**# Part.**	**# Class**	**# Sess**	**% Part.**	**Cost**					
	a. Session #1	24	1	1	50%	40.00	480				
	b. Session #2	24	1	1	50%	40.00	480				
	c. Session #3	24	1	1	50%	30.00	360				
	3. Saturday Morning	**# Part.**	**# Class**	**# Sess**	**% Part.**	**Cost**					
	a. Session #1	24	1	1	50%	35.00	420				
	b. Session #2	24	1	1	50%	30.00	360				
					# Part.	**Cost**					
	4. Drop-In				52	8.00	416				
	D. Water Polo	**# Part.**	**# Class**	**# Sess**	**% Part.**	**Cost**					
	1. Session #1	10	1	1	100%	120.00	1,200				
	2. Drop-In				12	8.00	96				
	E. Stingrays	**# Part.**		1	**% Part.**	**Cost**					
	1. Participants	75			100%	80.00	6,000				
440425	Internal Program Revenue						13,000				
	A. JCPRD Summer Camps						13,000				
450800	**Culture And Recreation Charges (Subtotal)**							**103,010**			
451010	Concession Revenue						15,000				
451170	Retail Sales - Taxable			**# Sold**	**Cost**	**Sales Tax**	522				
	1. Extra Team Shirts			30	10.00	9.225%	272				
	2. Heat Sheets			75	2.00	9.225%	136				
	3. Stingray Replacement Caps			25	5.00	9.225%	113				
451180	Participation Fees (June - August)						95,488				
	A. Daily Fees			**# Part.**	**Cost**		36,008				
	1. RP Resident			1,600	6.00	9,600					
	2. Non-Resident			3,200	8.00	25,600					
	3. RP Resident - 60+			65	5.50	358					
	4. Non-Resident-60+			60	7.50	450					
	B. Memberships			**#Mships**	**Cost**		47,100				
	1. RP Resident - Individual			60	75.00	4,500					
	2. RP Resident - Family			120	125.00	15,000					
	3. Non-Resident - Individual			50	120.00	6,000					
	4. Non-Resident - Family			120	180.00	21,600					
	5. Additional Family Members			10	5.00	50					
	C. Memberships - 60+			**#Mships**	**Cost**		2,430				
	1. RP Resident - Individual			12	55.00	660					
	2. Non-Resident - Individual			15	118.00	1,770					
	D. JoCo SuperPass			**#Passes**	**Cost**		9,950				
	1. RP Resident - Individual			15	25.00	375					
	2. Non-Resident - Individual			15	30.00	450					
	3. RP Resident - Family			125	60.00	7,500					
	4. Non-Resident - Family			25	65.00	1,625					
451230	Nontaxable Sales Discounts (Contra)						(8,000)				
460600	**RENT & ROYALTIES**								**4,850**		
460655	Facility Rental							**4,850**			
	A. Blazers Practice						3,600				
	B. Masters Meet						680				
					#Rents	**#Months**	**Cost**				
	C. Party Rentals				2	3	95	570			
500000	**EXPENSES**									**474,808**	**(8,363)**
500010	**PERSONNEL SERVICES**								**172,880**		
500012	**Personnel Costs Normal Wages**							**172,880**			
500020	Full-Time Salaries & Wages						29,829				

Exhibit C- 2019 FACILITY BUDGET

ROELAND PARK AQUATIC CENTER

JUSTIFICATION OF REVENUES & EXPENSES

Cost Center:	**4253070**	**Requested Revenues:**	**$ 153,416**
Fund:	**9310**	**Estimated Expenses:**	**$ 474,808**
Fund Name:	**Enterprise Fund**	**Net Income or (Loss) Reflected in Budget:**	**$ (321,392)**
Department:	**Aquatics**	Management Fee Paid by City to JCPRD:	$ (117,428)
Division:	**Recreation**	Total Subsidy Provided by City:	$ (438,820)
		Operating Subsidy Provided by City:	$ (317,820)

Purpose: To provide programming, as well as operation and maintenance of a leisure aquatic facility, which includes a 50-meter instructional/competitive pool (domed seasonally for indoor use), splash pool, youth pool, and vortex pool in Northeast Johnson County. Critical life-saving instruction is provided through Learn-to-Swim and Lifeguard Training and Certification Programs. Opportunities are available for all ages to participate in instructional swim, completive swim, diving, and aquatic fitness classes. With the pool changing to "summer only" operations in 2018, participations totaled 15,132, with an additional 700 spectators.

										Budget Adjustments Related to Maintenance Position Change
	A. Full-Time Salaries & Wages					29,146				(6,396)
	B. Merit Increases					682.50				(192)
500030	Part-Time Salaries & Wages						143,051			
	A. Seasonal Salaries & Wages					143,051				
	1 Seasonal	Rate	Hrs.		143,051					
	a. Headguards	11.40	1,315	14,991						
	b. Lifeguards	9.63	9,500	91,485						
	c. Swim Lesson Lead	14.40	145	2,088						
	d. Swim Lesson Instructor	11.40	750	8,550						
	e. Front Desk Attendant	8.00	910	7,280						
	f. Stingray Coaches	13.00	475	6,175						
	g. Water Exercise Instructor	16.00	60	960						
	h. Masters Swim Coach	16.00	132	2,112						
	i. New Guard Training Hours	7.50	450	3,375						
	j. Concessions	8.50	710	6,035						
500395	**PAYROLL ACCRUAL (PARENT)**								**4,364**	
500400	**Employer Benefit Costs**							**4,364**		
500430	Health Insurance						4,364			**(1,455)**
510000	**CONTRACTUAL SERVICES**								**122,587**	
510005	**Utilities**							**89,200**		
510010	Electricity						30,000			
510020	Natural Gas/Propane						30,000			
510030	Fuel Oil-Gasoline Or Diesel						100			
510040	Water						14,000			
510050	Sewer						15,000			
510060	Trash Hauling & Related Services						100			
510100	**Communications**							**1,100**		
510110	Telephone						500			
510115	Long Distance Telephone						100			
510140	Postage Via US Postal						500			
510180	**Travel Costs**							**750**		
510225	Mileage Reimbursement - Local & Same Day Travel						750			
510300	**Advertising**							**500**		
510310	Advertising for Recruitment						500			
510570	**Memberships**							**435**		
510580	Memberships/Dues				Cost		435			
	A. Team Unify			1	435.00	435				
510720	**Professional Fees**							**3,240**		
510750	Bank Charges						200			
510790	Management Services			# Staff	Cost		3,040			
	A. Drug Testing			80	38.00	3,040				
510900	**Education And Training**							**1,842**		
510930	Non-CPE Continuing Professional Education						1,842			
	A. Full-Time Non-Exempt Staff					1,842				
	1. Personnel	# Staff	Cost							
	a. Maintenance Supervisor	1	550.00	550	0.10					(321)
	b. Aquatic Leader	1	750.00	750	437.50					
	2 Lifeguard Certification Fees - Red Cross	60	39.00	2,340	1,404.00					
520000	**Contracting Services**							**22,200**		
520005	Pest Control						600			
520015	Inspection Services						100			
	A. Fire Extinguisher Inspection					100				
520075	Printing Or Copying Services						800			
	A. Copier Usage RPCC					300				
	B. Misc. Professional Signage					500				
520275	Contractual Services - Unclassified						20,700			
	1 Plumbing Repair					4,200				
	a. De-Winterize Heaters				700					
	b. Winterize Domestic Water Lines in Pump House				1,200					
	c. Backflow Preventer Tests				300					
	d. Miscellaneous Repairs				2,000					
	2 Electrical Repair					2,000				
	3 HVAC					2,000				
	4 Commercial Aquatics					5,000				
	a. Chemtrol Board/Chlorine Units				3,000					
	b. Misc.				2,000					
	5 ARC Services					2,000				
	6 SuperPass					3,000				
	7 When to Work					500				

Exhibit C- 2019 FACILITY BUDGET

ROELAND PARK AQUATIC CENTER

JUSTIFICATION OF REVENUES & EXPENSES

Cost Center:	**4253070**	**Requested Revenues:**	**$ 153,416**
Fund:	**9310**	**Estimated Expenses:**	**$ 474,808**
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Budget Adjustments Related to Maintenance Position Change

	8 Pool Vacuum		2,000			
520660	**Repair Services**				**3,000**	
520680	Building Repair			3,000		
520820	**Intergovernmental Services**				**320**	
520880	Licenses And Permits			320		
	A. JoCo Health & Environment Operator's License		100			
	B. State of Kansas Fire Marshall Boiler Permit		60			
	C. Kansas Dept. of Agriculture Food Service Permit		160			
530000	**MATERIALS & SUPPLIES**					**53,977**
530015	**Office Supplies**				**1,000**	
530075	**Uniforms**	**# Units**	**Cost**		**6,360**	
	A. Lifeguard Swimsuits/Shorts	100	55.00	5,500		
	B. Staff Shirts	100	5.00	500		
	C. Staff Whistles	120	3.00	360		
530090	**Clothing Linen - Unclassified**				**60**	
	A. Staff Allocations	1	60	60		
530110	**Food**	**# Staff**	**Cost**		**950**	
	A. Staff Recognition	75	10.00	750		
	B. Orientation Day			150		
	C. Candy for Recruitment			50		
530115	**Kitchen & Food Service Supplies**				**50**	
530145	**Chemicals - Unclassified**				**20,000**	
	A. Pool Chemicals			20,000		
530160	**Building Improvements**				**500**	
530170	**Building Materials & Supplies**				**4,000**	
530175	**Electrical Supplies**				**200**	
530180	**Plumbing Supplies**				**400**	
530265	**Tools**				**200**	
530270	**Lawn Care Supplies**				**1,000**	
	A. Lawn Chemicals			300		
	B. Misc. Lawn Supplies			200		
	C. Emerald Ash Borer Plugs & Injection			500		
530275	**Janitorial Supplies**				**2,000**	
530290	**Recreational & Craft Supplies**	**# Units**	**Cost**		**1,325**	
	A. Stingray Team Shirts	75	5.00	375		
	B. Extra Stingray Team Shirts	30	5.00	150		
	C. JoCo Swim & Dive League All City Meet Supplies			300		
	D. Misc.			500		
530310	**Safety Supplies**				**800**	
530325	**Operating Supplies - Unclassified**				**400**	
530345	**Fuel**				**200**	
530402	**HVAC Maint & Equip Parts**	**# Units**	**Cost**		**90**	
	A. Air Filters	6	15.00	90		
530435	**Lawn, Garden, & Snow Equipment**				**300**	
530440	**Furnishings & Office Equipment**				**200**	
530445	**Appliances**				**150**	
530455	**Food Service Equipment**				**150**	
530465	**Safety Equipment**				**1,500**	
530484	**Computer Hardware - Bulk Purchased**	**# Units**	**Cost**		**1,192**	
	A. Computer Replacement	2	330.00	660		
	B. Monitor Replacement	4	133.00	532		
530505	**Communication Equipment**				**300**	
530515	**Recreation Equipment**				**2,000**	
530535	**Concessions - Cogs**				**7,500**	
530540	**Nursery Stock**				**750**	
530545	**Toner Cartridges**				**400**	
600000	**CAPITAL IMPROVEMENTS**					**121,000**
600220	**Improvements Unclassified**					
	A. Men's Shower privacy improvements				75,000	
	B Replace Electrical conduit supports in pump house				5,000	
	C Painting lobby and restrooms				10,000	
	D Painting exterior, repair soffits, replace gutters of pump house and pool house				9,000	
	E ADA accessibility improvements - parking area and walkway				20,000	
	F Remove ballasts and electrical boxes for old dome lighting				2,000	

Agreement between the City of Roeland Park, Kansas
and
Johnson County Park and Recreation District
for the Joint Use and Operation of the Roeland Park Community Center

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the City of Roeland Park, Kansas, (hereinafter referred to as "City"), and Johnson County Park and Recreation District, (hereinafter referred to as "JCPRD"), each party having been duly organized and now existing under the laws of the State of Kansas.

RECITALS

WHEREAS, pursuant to KSA 12-2908, the parties mutually agree that it is in the best interest of the public health, safety and welfare to jointly use and operate, as a recreational, educational and service facility, the Roeland Park Community Center, 4850 Rosewood Drive, Roeland Park, Kansas 66205 (hereinafter the "Facility"); and

WHEREAS, the Park District did approve and authorize its Board Chair to execute this Agreement by official vote of said body on the ____ day of _____, 20__; and

WHEREAS, the governing of the City did approve and authorize its Mayor to execute this Agreement by official vote of said body on the ____ day of _____, 20__; and

WHEREAS, to comply with the Kansas Interlocal Cooperation Act ("Act"), certain matters are required to be set forth with specificity and those matters are set forth below.

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

1. Compliance with Act. This Agreement is intended to and shall be interpreted to comply with the provisions of the Act.

2. Duration. This Agreement shall take effect for the period beginning _____, 2019 and shall remain continuously in effect, subject to the terms and conditions hereinafter contained. Each party is obligated to express to the other party in writing on or before September 15 of the Contract Year, if there is intent not to renew the agreement. No modifications to this Agreement shall be effective unless and until separately made in writing and duly executed by both parties.

3. No Separate Entity Created. No separate legal entity is created under this Agreement.

4. Purpose of Agreement. The parties are entering into this Agreement for the purpose of setting forth the terms and conditions concerning their joint use and operation of the Facility as a community center for educational, recreational and service purposes.

5. Financing and Budget. This Agreement does not require that either party undertake any special financing arrangements or the preparation of a separate budget. The costs and expenses of providing services under this Agreement are set forth in a separate section below.

6. Termination. This Agreement may be terminated by either party upon not less than three (3) months' notice to the other. No property is to be jointly acquired under this Agreement and, therefore, no disposition of such property upon termination is contemplated or required.

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7. JCPRD as Administrator. For purposes of the Act, JCPRD shall be deemed the administrator of this Agreement.

8. Real and Personal Property. No real or personal property is to be acquired jointly under this Agreement.

9. Allocation of Costs Between the Parties. The cost involved in the joint use and operation of the Facility and programs and services provided and administered therein shall be distributed as follows:

a. The City shall furnish and pay any costs associated with the acquisition of the Facility, including paying all taxes and fees as may be required by law.

b. The City shall maintain the roof and all exterior surfaces of the Facility and shall continue common landlord responsibilities with regard to maintenance of the heating, air conditioning, plumbing and electrical systems of the Facility subject to the provisions of Subparagraph 9.f. herein below. Jn addition, the City shall be responsible for all interior building or maintenance repairs which exceed Three Hundred Dollars ($300.00) per repair.

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c. The City shall maintain the nine (9) acres of lawn and the parking lot surrounding the Facility. Such maintenance shall include weed control, mowing and snow removal, provided, however, that JCPRD shall be responsible for snow removal of the sidewalks surrounding the Facility. The City shall maintain ownership of all its tools and equipment (i.e., floor buffer, brooms, mops, tables and chairs, etc.) in place at the Facility; provided, that the City shall make available to JCPRD for use of the Facility such tools and equipment.

d. During the term of this Agreement, the City shall pay JCPRD in the amount of 50% of the projected expenses associated with Facility operations, as identified in JCPRD's Roeland Park Community Center's projected budget for the given year (Cost Center 4253420.) JCPRD will invoice the City for payment to be made in equal quarterly installments beginning on January 2 of the given year, and will follow on the second day of each quarter thereafter for the purpose of reimbursing JCPRD for utility, janitorial services and operating expenses associated with the Facility based on the given year's projections. For planning purposes, JCPRD shall make the future year's projected budget in its entirety available for City review no later than February 1 each year and the City shall provide comment and/or approval of budget in writing to JCPRD no later than March 1 each year. JCPRD and the City shall share equally the net profit or loss of the facility post reimbursement with JCPRD billing the City for 50% of the total loss or paying the City 50% of the net profit at year end.

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e. The City will provide property insurance insuring the Facility against physical loss and general liability insurance covering the City's interest in the Facility. JCPRD will provide and pay the costs of liability insurance covering its operations in the Facility. Such insurance coverage by JCPRD coverage shall show the City as an additional named insured. JCPRD shall submit a certificate of insurance to the City to verify JCPRD's liability insurance covering JCPRD and the City. JCPRD may also elect to provide contents coverage for its property located on the premises.

f. JCPRD will provide personnel and material necessary for all JCPRD programs and public services at the Facility. JCPRD shall provide its own office furniture, supplies, telephone service, pest control, pay all utility costs and will be responsible for minor interior building repairs which do not exceed Three Hundred Dollars ($300.00) per repair. Such repairs shall include, but not be limited to, glass replacement, window repair, touch-up painting, ceiling and floor tile repairs, lights bulbs and lighting fixtures, locks and window treatments. Notwithstanding anything to the contrary herein contained, JCPRD shall not be responsible for repairs to the air conditioning, plumbing and electrical systems of the Facility which exceed Three Hundred Dollars ($300.00) per repair. Further, JCRPD shall not be responsible for any repairs to the heating system, regardless of cost of the repair. Repairs which are not delineated as being the financial responsibility of JCPRD shall be the sole responsibility of and cost to the City. The City shall promptly notify JCPRD of any repairs which the City believes are the responsibility of JCPRD. The City will employ the custodians/attendants and building maintenance supervisor to perform the routine care and maintenance of the Facility. These personnel will work at the direction of the Facility Administrator and Public Works Direction jointly. Purchases for supplies and services related to Facility maintenance will be procured and processed through JCPRD's established systems with the maintenance staff employed by the City following these procedures and processes at the direction of the Facility Administrator.

10. Facility Administrator. JCPRD designates the 50 Plus Program Specialist (hereinafter "Program Specialist") as the representative of JCPRD responsible for the day-to-day operations of the programs and services provided at the Facility. The Program Specialist shall serve as manager of the Facility and shall cause the making of all contracts necessary to carry out the programs and services to be provided at the Facility.

11. Programs and Services Provided. The City grants a non-exclusive use of the Facility to JCPRD for the purpose of providing a center for educational, recreational and other services to the residents of Johnson County, Kansas. Program Specialist shall develop appropriate programs to maximize the utilization of the Facility and notify the City of said programs; provided, however, the City reserves the right to disapprove said programs. JCPRD will schedule and organize room usage for all individuals and groups requesting use of the Facility subject to the rules and procedures set by JCPRD. Facility fees and charges for room usage will be set by and follow JCPRD's fees and charges. JCPRD shall notify the City when changes are made to the rules and procedures or fees and charges regarding room usage for all individuals and groups requesting use. JCPRD shall, upon request, provide the City with a monthly report on the participation usage of the Facility for the previous month. The City and City affiliated groups (Committees, Citizen Fundraising Group, etc.) shall have the right to use the parts of the Facility which are utilized for public programs and services for programs, functions or services which the City wishes to make available to residents of the City or their guests; provided, however, such use would not interfere with the programs or service provide by JCPRD and provided that the space needs can be accommodated. Use of the facility by said groups contingent on inclement weather shall be made available two weeks prior to the event date; provided, space needs can be accommodated. Employees of the City are eligible to use the Facility at the City Resident rate. In some instances, the Facility may be used by other non-profit, county government agencies or

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community service groups, at no charge, as long as they do not interfere with programs or services provided by JCPRD, and provided that space need are accommodated. The Facility may be used for in-kind programming use or for services and programs co-sponsored by the Facility. The Program Specialist will determine if space is appropriate for co-sponsored or payment in kind.

12. Facility Billing and Rentals. JCPRD shall maintain a billing and bookkeeping system for tenant rentals, long distance charges, and copier use. JCPRD shall process, collect and retain all tenant, long distance and copier use revenues generated monthly by the Facility. This accounting shall be available for review by the City upon request.

13. Amendment. The services provided under this Agreement may, from time to time, be modified by agreement of JCPRD and the City, and any such modification shall be memorialized in writing signed by the appropriate representative of JCPRD and the City.

14. Governing Law. This Agreement shall be governed by, enforced and construed in accordance with the laws of the State of Kansas.

15. Severability. All agreements, covenants and clauses contained herein are severable, and in the event any part of this Agreement shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate by their duly authorized representatives and made effective the day and year first above written.

CITY OF ROELAND PARK, KANSAS

_____
Keith Moody, City Administrator

ATTEST:

_____
Kelley Nielson, City Clerk

APPROVED AS TO FORM:

_____
Steven Mauer, City Attorney

BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

_____
Steven Baru, Board Chair

APPROVED AS TO FORM:

_____
Fred J. Logan, Jr, JCPRD Legal Counsel

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Pool Management Agreement

This AGREEMENT ("Agreement"), is made by and between the City of Roeland Park, Kansas (the "Owner") and the Johnson County Park and Recreation District (the "District"), (collectively may be referred to herein as the "Parties").

WHEREAS, Owner is the Owner of the Roeland Park Aquatic Facility located at 4843 Rosewood Drive, Roeland Park, Kansas (the "Facility"); and

WHEREAS, District is in the business of providing management, operation, marketing, programming and food and beverage services to similar facilities, and possesses the knowledge and expertise to manage and market the Facility; and

WHEREAS, Owner desires to engage District to perform certain management, operations, marketing, programming and food and beverage services of the Facility, and District desires to accept such engagement pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Article 1: RETENTION OF DISTRICT

Owner hereby retains District as an independent contractor for performing the services described in this Agreement. Subject to the terms and conditions set forth herein, District agrees to provide management services in accordance with this Agreement, and consistent with policies approved by Owner. District agrees to use its best efforts to maximize revenues and minimize expenses from use of the Facility, including, without limitation, marketing and sales, programming and event production and promotion and otherwise managing the Facility in accordance with this Agreement. In providing these services, District shall manage the Facility in accordance with sound business practices and consistent with the standards and operations of similar and comparable facilities in Johnson County, Kansas. In conducting such services, District hereby acknowledges and agrees that it owes a fiduciary obligation to Owner.

The Parties acknowledge that Owner will retain title and ownership of the Facility and that District will not acquire title to, any security interest in, or any rights of any kind in or to the Facility.

Article 2: COMMENCEMENT DATE AND TERM

The term of this Agreement shall begin June July 1, 2019 and continue through December 31, 2019 ("Initial Term" or "Term") unless terminated earlier as set forth herein.

Article 3: MANAGEMENT AGREEMENT

3.1 Provision of Services. During the Term of this Agreement, District shall provide the services set forth in this Article 3. Owner and the District agree the District shall operate, manage, and oversee the Facility pursuant to the District's judgment, best practices, and industry standards, in accordance with the terms of this Agreement.

3.2 Grant to District. During the term of this Agreement, Owner grants to District the right to manage, market, program, promote and operate the Facility. All the proceeds of which shall accrue to Owner except as provided in the terms of this Agreement, subject to Owner's right to terminate this Agreement as provided below.

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3.3 Opening and Closing. District shall make the Facility "ready to swim" ten (10) days prior to the start of the Swim Season (the Saturday before Memorial Day) and conduct a pre-season inventory as described in Article 3.6. "Ready to swim" means that:

(a) There is water in all four pool basins of the Facility pools and the pool water has been treated, balanced and is filtering properly;

(b) The operating systems are properly functioning; and

(c) All necessary and known repairs within the Facility are completed.

Owner agrees to perform a post-Swim Season walk-through with District in September to address concerns, review Facility and equipment conditions, and relay maintenance considerations for the following Swim Season to the Owner. District will winterize and prepare the Facility for the off season at a time mutually agreed upon by both Owner and District.

3.4 District Responsibilities. District shall assume management responsibilities as set forth below. Where District is required to direct or arrange for services or material, District shall employ all persons performing such services or shall contract with a third party for the performance of such services. However, any such subcontract does not relieve District of its obligations to Owner to perform all the duties and responsibilities under this Agreement. District shall provide Owner with copies of all subcontracts under this Agreement upon request. All subcontracts entered into by District shall provide that in the event this Agreement is terminated, the Owner may assume District's rights and obligations under such subcontract by written notice to such subcontractor. For this Agreement "subcontract" includes ongoing, regular service.

3.4.1 Marketing and Promotions. District shall direct all marketing activities which shall be undertaken so as to maximize the use of the Facility by all persons, and accessibility for the community to the Facility. District will operate and update the Facebook pages for the Stingrays Swim Team and the Facility, and the Owner's website will link to the District's website.

3.4.2 Scheduling. District shall develop and maintain all schedules for operations and events at the Facility and scheduling shall be accomplished in accordance with applicable law, such as Federal and Kansas employment and child labor laws, per a recognized industry standard for a City aquatics center and/or pool to meet safety guidelines, and in a manner to maximize the use of the Facility so as to provide maximum revenue and minimize expenses for the Facility and accessibility for the community to the Facility. The schedule shall be reviewed and approved by the Owner in writing. The Parties understand and agree that District is empowered to negotiate event agreements as Owner's agent, subject to Owner's written approval. District may deviate from standard rental rates when such negotiation is deemed by both Parties to be in the best interests of the Facility and approval by Owner is obtained in writing.

3.4.3 Operations Plan. District shall prepare and develop an annual Operations Plan, including an Annual Budget, as defined below, which shall be submitted to Owner for written approval. To the extent possible, the goals of the Operations Plan shall be reflected in the Annual Budget. District will cooperate and will work with Owner to ensure that the Operations Plan meets the requirements and expectations of Owner. The Parties will work together to identify and plan for capital investment in the Facility. The 2019 Operations Plan shall be attached to this Agreement as **Exhibit A**.

3.4.3.1 Facility Rules and Regulations. The Parties shall develop a formal set of rules and regulations for the Facility. The Facility Rules and Regulations shall be attached to this Agreement as **Exhibit B.**

3.4.4 Food & Beverage Services. District shall provide the food and beverage services at the Facility.

3.4.5 Facility Maintenance. Owner will be responsible for the performance and/or management of all Facility maintenance work. Maintenance for which the Owner is responsible shall be limited to ordinary maintenance and repairs of facilities inclusive of grounds maintenance and landscaping at the Facility inside the fence.

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3.4.6 Custodial and Cleaning Services. District shall provide or cause to be provided all routine cleaning and janitorial services at the Facility, including, but not limited to, cleaning the Facility's changing areas, restrooms, showers, interior and exterior spaces, and Facility grounds and features. The pools and pool water will be kept clean and clear of debris and will be vacuumed on a regular basis by the District. Lounge chairs, deck space, office and guest spaces and equipment will also be cleaned by the District regularly.

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3.4.7 Trash Removal. District shall remove all trash from the containers inside the Facility and deposit all such trash in waste disposal containers provided by Owner at the Facility daily.

3.4.8 Licenses and Permits. Owner shall obtain and maintain all licenses and permits necessary for management, operation, programming and food and beverage services of the Facility, subject to the local procedures for the granting of such licenses and permits.

These include proper permits as applicable from Johnson County Health and Environment, Johnson County Wastewater, and a business license from Kansas Department of Agriculture. District will operate and maintain the Facility to meet the rules and regulations of those regulatory agencies listed above and the applicable nationally recognized lifeguard certification training agency.

3.4.9 Revenues: Bank Accounts and Reporting. District shall be responsible for the collection of all Revenues as defined in **Exhibit A**. As used herein, "Revenue" is defined as the total amount received by District or any other person or entity operating on District's behalf from third parties, directly or indirectly arising out of or connected with and on behalf of the Facility, including without limitation, transactions for cash, credit and credit card sales, less applicable sales taxes. All revenues derived from operations, programs and activities at Facility shall be deposited into District's bank account, and District shall provide a detailed weekly report showing activity volume and revenue totals by type (example: membership, day pass, program, concessions) as well as a monthly summary of revenue reports by type. See Article 7.21 and Exhibits for more information on reports.

3.4.10 Expenditures: Payment of Reimbursable Expenses. District shall be responsible for paying operating expenses. District shall submit monthly requests for reimbursement for operating expenses incurred per Article 6.2. Owner shall pay the Management Fee monthly pursuant to Article 6.1.

3.4.11 Cash Discrepancies. District will be responsible for any cash discrepancies resulting from errors made in making change at cash sale points which shall be reported on the Weekly Report Provided by District.

3.5 Staffing: Maintenance Supervisor. Owner shall be responsible for the recruitment, training, supervision and direction of the Maintenance Supervisor as identified in the Operations Plan incorporated herein as **Exhibit A**.

3.5.1. Staffing: District Employees. Facility staff other than the Maintenance Supervisor will be in the employment of District. Expenses associated with the hours worked at the Facility of non-exempt staff will be considered reimbursable operating expenses paid to District. Expenses associated with salaried employees of the District shall be included in the Management Fee. Owner agrees to permit the District to hire and staff employees at the Facility pursuant to best practices and in a manner that ensures safety and proper operation, for both exempt staff and non-exempt staff, pursuant to Section 3.5.2 and the Operations Plan incorporated herein as **Exhibit A**.

District will be responsible for recruitment, training, supervision and direction of all personnel staffing at the Facility, with the exception of the Maintenance Supervisor as defined in **Exhibit A**, who shall be employed by the Owner. The Maintenance Supervisor will maintain and manage the upkeep of the Facility and will ensure all chemical operations and pump systems at the Facility are working effectively and efficiently. All other Facility staff will be in the employment of District. Expenses associated with the hours worked at the Facility of non-exempt staff, will be considered reimbursable operating expenses paid to District. Owner agrees to permit the District to hire and staff

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employees at the Facility pursuant to best practices and in a manner that ensures safety and proper operation, for both exempt staff and non-exempt staff, pursuant to Section 3.5.2 and the Operations Plan incorporated herein as Exhibit A.

3.5.2 Swim Season: District agrees to provide staffing and operations from the Saturday prior to Memorial Day through Labor Day (the "Swim Season"). District ensures supervision by certified personnel for all hours of Facility operation. District shall schedule all necessary personnel to operate the Facility for public open swimming on the following schedule when the Shawnee Mission School District is not in session:

Monday thru Saturday	12:00 pm to 8 pm
Sunday	12:00 pm to 6 pm

District shall schedule all necessary personnel to operate the Facility for general public open swimming on the following schedule when the Shawnee Mission School District is in session:

Monday thru Thursday	Closed
Friday	4:00 pm to 7 pm
Saturday and Sunday	12:00 pm to 6 pm

A detailed facility schedule, including programs, activities and hours of operation above and beyond general public open swimming as noted above, will be identified in the Operations Plan.

3.5.2.1 Swim Season Modification: In the event of serious or safety related maintenance or malfunction at the Facility, District may issue temporary closure of an area or the Facility as is reasonable for up to one day. District will notify Owner of any such closure, and course of corrective action will be mutually agreed upon by both Owner and District for the re-opening of the area or Facility. District and Owner agree that modifications to the posted Shawnee Mission School District schedule may change the dates and or times of the defined swim season, and any swim season modification will be mutually agreed upon by both Parties.

3.5.3 Staffing Levels: Under normal operations and during public open swimming, District shall always provide the following staff on duty that the Facility is open to the public:

- One supervisor, defined as an: Aquatic Manager, Aquatic Specialist, Aquatic Leader and/or Head Guard;
- Nine lifeguards (if all Facility amenities are staffed, seven lifeguards will be actively guarding and two lifeguards will be off duty);
- One admissions attendant; and
- One concession attendant.

Staffing levels for Lifeguards and the Concession Attendant may be adjusted for cold or slow days to maintain efficiency, fiscal responsibility, and applicable safety guidelines. District may occasionally close sections of the Facility due to staffing shortages.

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A Supervisor as defined above will be on duty and present during all hours of Facility operation. Staffing levels listed above will also be adjusted to accommodate programs and special events, such as swim practice and meets, swimming lessons, aquatic fitness, or parties; staffing levels will be identified in the Operations Plan.

3.5.4 Requirements: With the exception of the Maintenance Supervisor, any and all other persons who are employed at the Facility in fulfilling the terms of this Agreement, shall be employees of District. District agrees to pay the following for all of District's employees:

(a)Wages;
(b)Income Tax Withholdings;
(c)Social Security Withholdings;
(d)State Unemployment Insurance;
(e)Federal Unemployment Insurance; and
(f)Worker's Compensation Insurance.

Additionally, District warrants the following:

1. District shall train the District's personnel.
2. All staff members of the District will secure and maintain the appropriate level of certifications for each position.
3. At least one Supervisor, as defined above will possess an aquatic facility operator certification ("AFO") or certified pool operator certification ("CPO"). At least one Supervisor will also possess a lifeguard instructor certification.
4. Aquatic Manager — The Aquatic Manager shall supervise the District's employees, and possess an AFO, CPO and/or Lifeguard Instructor certification if required.
5. Aquatic Specialist — The Aquatic Specialist will possess an AFO, CPO and/or Lifeguard Instructor certification if required.
6. Aquatic Leader – The Aquatic Leader will possess an AFO, CPO and/or Lifeguard Instructor certification if required.
7. Head Guard – The Head Guard will possess Lifeguard, CPR and First Aid certifications, and possess a CPO, AFO and/or Lifeguard Instructor certification if required.
8. Swim Lesson Lead – The Swim Lesson Lead will possess CPR and First Aid certifications.
9. Lifeguard — All Lifeguards will be required to possess Lifeguard, CPR and First Aid certifications.
10. Admissions Attendant — No specific certifications will be required.
11. Concession Attendant – No specific certifications will be required.
12. Swim Lesson Instructors — All Swim Lesson Instructors are required to possess CPR and First Aid certifications and must attend training provided by the District.
13. Water Aerobics Instructors — All Water Aerobics Instructors will possess CPR and First Aid certifications, and trade specific certifications for the specific classes they will teach.
14. Stingray Head Coach – The Stingray Head Coach is required to possess First Aid certifications.
15. Stingray Assistant Coach – The Stingray Assistant Coach is required to possess First Aid certifications.

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16. All District employees will be required to pass a background check prior to working at the Facility. Head Guards, Swim Lesson Lead, Lifeguards, Swim Lesson Instructors, and Stingray Coaches must successfully pass a drug screen.
17. Owner may bring concerns regarding personnel to the attention of District. District agrees to initiate immediate intervention if warranted and will follow the District's disciplinary and remediation policy regarding personnel. Personnel matters will be addressed per the District's personnel policy, with action being brought forth and following that policy.

Owner agrees to pay the expenses for the Maintenance Supervisor as set forth above in Section 3.5.4. Owner will attempt to employ a Maintenance Supervisor with either an AFO or CPO designation.

3.5.5 Uniforms. District employees will be required to wear professional and clearly identifiable uniforms provided by District, for water and recreation-based positions.

3.5.6 Orientation. District employees will be required to successfully complete the District's orientation training, pre-season training, and/or review.

3.5.7 Training. District shall implement any nationally recognized lifeguard certification training program and conduct ongoing training that maintains emergency and rescue preparedness, as specified by the affiliated lifeguard certification training agency.

3.6 Use of Owner Equipment. District will use equipment at the Facility in performance of its obligations hereunder. Prior to opening the Facility, Owner and District will conduct an inventory of Facility equipment, including its condition, to be used by the District during this Agreement. District shall ensure equipment is properly used and maintained.

3.7 Use of District Equipment: Technology, equipment and supplies owned by District will remain under the ownership of District and will be included in the Management Fee. Such items include, but are not limited to, computers, computing equipment, phones, registration software, and auxiliary systems.

3.8 Written Powers Reserved to Owner. Owner has the right of prior written approval in connection with, but not limited to, the following:

(a) The Annual Budget (**Exhibit C**);
(b) The Operations Plan (**Exhibit A**);
(c) Any expenditure for personnel or equipment more than budget; and
(d) Any booking of events involving risk of Owner funds.

Owner, at its discretion, may delegate a specific person, or an advisory board or committee to act on behalf of Owner regarding this Agreement.

3.9 Relationship of Parties. This Agreement does not constitute a joint venture between the Parties. District is an independent contractor of Owner and shall not be deemed to be an employee or partner of Owner, except for any matters specifically addressed in this Agreement.

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3.10 Relationship with Owner. District shall provide its management services in full compliance with the requirements of Owner.

3.11 Communications. Owner and District agree to communicate any comments, suggestions, or complaints concerning the Facility, Facility employees, or Facility management services during the monthly status meeting between the Parties, or by sending notice to the other Party per this Agreement's notice requirements. A response to any such communication shall be made by either the Owner or District at the best ability of Owner or District.

3.12 Compliance with Standards. District and Owner shall comply with all relevant national, state and local health and safety standards for aquatics facilities in their respective ownership, management, and operation of the Facility pursuant to this Agreement. If any fecal matter, vomit, or blood should contaminate one of the pools at the Facility, the District shall close and treat the swimming pools in accordance with the prescribed standards of The Johnson County Health and Environment.

3.13 Additional Operations. If additional or extended operations are needed, and would fall outside of the agreed upon Swim Season as approved in the Operations Plan, the Parties may agree to provide such additional operations. The decision to provide such operations and any associated fee if applicable must be agreed upon in writing by Owner.

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Article 4: ANNUAL BUDGET

4.1 Delivery of Operating Plan and Budget. District shall submit to Owner for approval the Operating Plan with a proposed Budget for the period covered by the term of this Agreement (6/1/19 through 12/31/19), listing all projected Revenues and Operating Expenses by category with explanations and assumptions for each Revenue and Operating Expense line item. Only costs unique and specifically attributable to the Facility shall be reflected in budget line items. Shared costs that are allocated to this Agreement by District shall be reflected in the Management Fee. A detail of staff hours by job classification shall be included in the budget as well as the assumed hourly rate. The proposed annual budget shall include a proposed rent structure for events anticipated to take place in the Facility as well as a fee schedule for all revenue categories. The Operating Plan and Budget will be implemented upon written consent of Owner.

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4.1.1 Capital Improvements. District shall include in the Annual Budget and in a post-Swim Season Report a list of capital improvements (defined as purchases exceeding $2,000 and having a useful life of five years or more) at the Facility that District has identified as reasonably necessary to the operations and maintenance of the Facility, for the purpose of allowing Owner to consider for inclusion such improvements in its upcoming budget and to prepare and update a long-range capital improvement budget. Immediate, unscheduled or unplanned improvements that exceed $2,000 or that exceed the approved budget shall be approved by the Owner in writing. Capital improvements do not include ongoing maintenance or replacement of known, typical costs of operation (for example, chemical deliveries). Owner shall be responsible for costs associated with

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capital improvements for the Facility, including the District's management of capital improvement projects approved by the Owner in the Annual Budget.

Article 5: THE MANAGEMENT FEES

5.1 Management Fee. District shall perform the work and services set forth above for a management fee of One Hundred Seventeen Thousand Four Hundred Twenty-Eight dollars ($117,428.00) (the "Management Fee") for the term prescribed. The Management Fee includes all personnel costs for the District's salaried employees (wages and benefits), insurance, marketing, information technology, payroll processing, human resources services, administrative services, registration services and software, technology equipment and supplies, profit and overhead costs associated with operating the Facility and providing programming. The Management Fee does not include the hourly operational rate described in Article 6.3 and reimbursable expenses calculated in Article 6.2. District will be entitled to certain qualifying reimbursable expenses aside from and in addition to the Management Fee, see Article 6 for details.

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Article 6: PAYMENT OF MANAGEMENT FEES, REIMBURSABLE EXPENSES, and SHARED REVENUES

6.1 Management Fee. The Management Fee will be paid on the following schedule and at the following amounts:

$16,775.43 due June 1
$16,775.43 due July 1
$16,775.43 due August 1
$16,775.43 due September 1
$16,775.43 due October 1
$16,775.43 due November 1
$16,775.43 due December 1

6.2 Reimbursable Expenses. Any reimbursable expenses aside from, and in addition to, the Management Fee must be approved by Owner in writing. Reimbursable expenses are included in the approved annual budget, and may include, for example, non-exempt personnel costs of District employees, chemicals, utilities, and supplies that are within the parameters of the approved budget. A detailed report reflecting the vendor, cost, quantity, and description of purchase on a per line item (expense account) basis shall accompany a monthly Reimbursable Expense request, less the monthly revenue as defined in Article 6.5. District shall secure written approval from Owner prior to purchase of capital items as defined in Article 4.1.1.

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6.3 Hourly Operational Rate. The hourly operational rate includes the work and services identified in the Management Fee in Article 5.1, but does not include costs that are eligible for reimbursement under Article 6.2. The hourly operational rate will be an additional fee agreed upon in writing by Owner. District will charge Owner this hourly rate for extending Facility operations per Section 3.12 of this Agreement. As an example, if the hours of the Facility are set from 12:00 p.m. to 8:00 p.m., and Owner requests the

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hours of operating being changed to 11:00 a.m. to 8:00 p.m., District will charge one hour x $10 = $100 for the day's operation.

6.4 Revenue. All revenue will be deposited into District's bank account daily, with monthly revenues being applied to cover the monthly Reimbursable Expenses and Management Fee.

6.5 Monthly Meetings. District and Owner shall meet each month to review performance for the prior calendar month including on-site operations, updates and budget review.

Article 7: GENERAL TERMS AND CONDITIONS

7.1 Representation of Owner. Owner hereby represents and warrants to District that it possesses the resources to ensure the on-going financial support and maintenance of the Facility.

7.2 Representation of District. District hereby represents and warrants to Owner on its own behalf and on behalf of its Board and employees, that District is capable of providing the services outlined in this Agreement. District represents that it has taken all necessary and/or appropriate action to authorize it to execute, deliver and perform this Agreement. District warrants and represents that it is authorized to enter into this Agreement by the laws of the State of Kansas. In the event of unexpected or major facility capital improvements or projects above and beyond the scope of services in this Agreement, the City may seek advisory consultation from the District; the District is not expected to conduct project management.

7.3 Standard of Operation. District represents and warrants to Owner that it will maintain efficient and high-quality operations at the Facility, comparable to other similar facilities in Johnson County, Kansas.

7.4 Accounting Records, Reports and Practices.

7.4.1 Maintain Records. District shall maintain accounting records relating to the Facility using accounting practices in accordance with generally accepted accounting principles consistently applied.

7.4.2 Internal Financial Controls. District shall establish internal financial control policies and practices which are in accordance with generally accepted standards in the industry and reasonably acceptable to Owner.

7.4.3 Owner Access. Owner shall have unlimited access to all records relating to the Facility during the Term of this Agreement and for a period of one (1) year thereafter.

7.5 Default, Right to Cure. It shall be an event of default ("Event of Default") hereunder if either Party hereto:

(a) fails to pay or deposit sums due by one party to the other within three days after written notice by the other of such failure, or

(b) fails to perform or comply with any other obligation of such Party hereunder within seven days after written notice by the other of such failure (which notice shall specify, in sufficient detail, the specific circumstances so as to give the defaulting party adequate notice and the opportunity to cure the same); provided however, that if the default is of a nature that it cannot be cured within seven days, then the defaulting party shall not be deemed in default hereunder if it commences to cure the default within three (3) days after the effective date of the notice of such default and diligently proceeds to cure such default within fifteen (15) days after the effective date of notice.

7.6 Jurisdiction. The Parties agree that any court proceeding related to any claim or proceeding arising out of or related to this Agreement shall be brought in the District Court of Johnson County, Kansas. The Parties submit to the personal and subject matter jurisdiction of said court.

7.7 Insurance.

7.7.1 Employment Matters. In connection with the employment of its employees, District shall pay all applicable social security, re-employment, worker's compensation or other employment taxes or contributions of insurance and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, re-employment insurance and workers' compensation. District shall indemnify and hold harmless the Owner from all costs, expenses, claims or damages resulting from any failure of District to comply with this Section.

7.7.2 Insurance Requirements.

7.7.2.1 Workers Compensation Insurance. District will provide all required workers compensation and employer's liability insurance as specified by Kanas law with limits not less than $1 million per event.

7.7.2.2 General Liability Insurance. District and Owner shall purchase and maintain during this contract, commercial general liability insurance including liquor liability insurance (if available) on a per occurrence basis with limits of liability not less than $1,000,000 per occurrence /$2,000,000 in aggregate for Bodily Injury, Personal Injury, and Property Damage. Policy coverage shall include Premises and Operations, Products and Completed Operations, less inclusive and no more restrictive than the coverage provided by a standard Commercial General Liability Policy form (ISO CG 00 01 96) with standard Bodily Injury and Property Damage exclusions, and standard Personal and Advertising Injury exclusions. Any additional exclusion shall be clearly identified on the Certificate of Insurance and shall be subject to the approval of Owner and District. The insurance required by this Agreement shall be written on non-assessable insurance companies licensed to do business as an admitted carrier

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in the State of Kansas and currently rated "A" or better by the A.M. Best Company.

7.7.2.3 Automobile Liability Insurance. During this Agreement Term, District shall purchase and maintain automobile liability insurance on a per occurrence basis with either a combined limit of at least $1,000,000 per occurrence for bodily injury and property damage. Coverage shall include any owned, all hired and non-owned motor vehicles used in the performance of this Agreement by District or its employees. The insurance required by this Agreement shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Kansas and currently rated "A" or better by the A.M. Best Company.

7.7.2.4 Umbrella and Excess Liability Insurance. District shall purchase and maintain during this Agreement an umbrella and excess insurance policy on a per occurrence basis with limits of liability of not less than $2,000,000 per occurrence / $2,000,000 in aggregate. Any umbrella and excess insurance shall be written on a per occurrence basis on a pay on behalf form providing the same coverage and endorsements required of the primary policies.

7.7.2.5 Property Insurance. Owner will maintain property insurance coverage on the Facility itself. District shall assume all risks for loss of or damage to its own property at the Facility and District may maintain such insurance, at its sole expense, as it deems necessary to protect its own property.

7.7.2.6 Subcontractors. District shall require all its subcontractors who perform work and/or services under this Agreement to meet appropriate insurance requirements as required by Owner.

7.7.2.7 Deductibles and Self-Insured Retention. Any policy deductible or self-insured retention must be declared on the Certificate of Insurance and shall be subject to the approval of the Owner.

7.7.2.8 Professional Liability Insurance. District shall purchase and maintain professional liability insurance coverage, at its expense, throughout the Term of this Agreement and any Renewal Terms, and for twelve (12) months after termination of this Agreement, in the minimum amount of $1,000,000.

7.7.2.9 Proof of Insurance. District shall furnish Owner with Certificates of Insurance and a copy of the policies if requested by Owner. The name of the project or contract shall be listed on the certificates of insurance along with any deductible or self-insured retention. Before commencing any performance under this Agreement, District shall deliver all the Certificates of Insurance to Owner certifying that the policies stipulated above are in full force and effect. All insurance shall remain in effect during the life of this Agreement.

7.7.3 Insurance Cancellation or Material Change Notice. The certificates of insurance shall state that the insurance company will provide thirty (30) days written notice prior to cancellations, non-renewal, or material change including reduction of insurance coverage or limits. The notice will be sent to Owner, via certified mail.

7.7.4 Cooperation. The Parties agree to cooperate fully with the other in promptly providing such insurance underwriting and other information as may be necessary or appropriate to obtaining and maintaining the insurance described herein. The Parties further agree to cooperate with the insurance companies and agents by responding promptly to their reasonable requests.

7.7.5 Releases. District and Owner expressly waive all rights and claims they may have against the other, their subsidiaries and affiliates for loss or damage arising or resulting from the operation at the Facility caused by fire or other perils, but only to the extent covered by insurance. Each insurance policy procured by District and Owner shall affirmatively state that it will not be invalidated because the insured waived its rights of recovery against any party prior to the occurrence of a loss.

7.7.6 Insurance Cost. The cost of providing insurance hereunder shall be an expense to the District covered in part by the Management Fee.

7.7.7 Insurance Terms. Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

7.7.8 Named Insureds in Insurance Policies. Insurance referenced in this Agreement, except Workers Compensation/Employers Liability, shall list both District and Owner as named insureds.

7.8 Hold Harmless.

7.8.1 District Indemnification. District shall indemnify and save harmless Owner, their officers, directors, trustees, its agents, representatives and any affiliated or related entities, from all liability arising out of the negligent acts or omissions of District.

7.8.2 Owner Indemnification. Owner shall indemnify and save harmless District, their officers, directors, trustees, its agents, representatives and any affiliated or related entities, from all liability arising out of the negligent acts or omissions of Owner.

7.9 Damage to and Destruction of the Facility. If all or part of the Facility are rendered unusable by damage from fire and/or other casualty which, in the opinion of Owner, cannot be substantially repaired under applicable laws and governmental regulations within thirty (30) days from the date of such casualty (employing normal construction methods without overtime or other premium), then Owner shall notify District thereof. In such case, Owner may elect to terminate this Agreement as of the date of such casualty by written notice delivered to District not more than thirty (30) days after receipt by District of Owner's notice concerning the reconstruction.

7.10 Availability of Facility. District agrees that, except as a result of full or partial destruction of the Facility, the Facility will be made available for all events scheduled therein and District agrees to defend, indemnify and save Owner harmless from and against any and all claims, causes of action, expenses (including attorney fees) losses, costs and damages arising from the failure of the Facility to be available in the condition necessary for the conduct of such events for scheduled events due to the negligence or willful misconduct of District, its agents, servants, employees or contractors of any tier, and in such case, District shall pay to Owner the estimated Revenues, less Operating Expenses, for such event within five days after the event was to have taken place. This Section 7.10 does not pertain to capital improvements or Facility capital projects that fail or are rendered inoperable at no fault of the District. Owner shall hold the District harmless for any claims or damages related to Facility capital improvements or systems, which do not include District's maintenance and normal operations as provided in Section 4.1.1, that cause the Facility to be unavailable in normal condition.

7.11 Termination for Cause. Either Party may terminate this Agreement if the other is in default, and has not met the deadlines for curing, or undertaking steps to cure the default, as described in Section 7.5 of this Agreement. In the event of default, the non-defaulting party shall provide the defaulting party with seven business days' notice of its intention to terminate this Agreement due to the uncured default. In the event of early termination for any reason, Owner shall pay to District all amounts owing hereunder and accrued through the date of termination.

7.12 Compliance with Laws. District will comply with all federal, state and local ordinances, statutes, rules and regulations as they relate to the operation of the Facility. District failure to comply with such shall be an Event of Default under this Agreement and shall entitle Owner to terminate this Agreement pursuant to the provisions of Section 7.5 hereof.

7.13 Non-waiver. The failure of either Party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such Party thereafter to enforce each provision hereof.

7.14 Amendment. The Agreement must be executed by the Parties and be approved by all required governing bodies.

7.15 Choice of Law. The laws of the State of Kansas shall govern the rights and obligations of the Parties under this Agreement.

7.16 Severability. Any provision of this Agreement decreed invalid by a court of competent jurisdiction will not invalidate the remaining provisions of this Agreement.

7.17 Notices. Any notice required herein must be in writing and will be deemed effective and received (a) upon personal delivery; or (b) five days after deposit in the United States mail, certified mail, return-receipt requested, postage prepaid; or (c) one business day after

deposit with a national overnight air courier, fees prepaid, to District or Owner at the following addresses:

If to Owner:	Roeland Park City Hall Attention: City Administrator 4600 W. 51st Street Roeland Park, Kansas 66205
If to District:	Johnson County Park and Recreation District Attention: Executive Director 7900 Renner Road Shawnee, Kansas 66219

Either Party may designate an additional or another representative or address for notices upon giving notice to the other Party pursuant to this paragraph. For the purposes of this Agreement, "business day" shall mean a day which is not a Saturday, a Sunday or a legal holiday of the United States of America.

7.18 Representatives. The Owner's representative to the District in connection with Facility operations shall be the City Administrator or their designee, and the District's representative to the Owner shall be the District's Aquatic Manager or their designee.

7.18.1 Owner Reserved Right of Entry. Representatives of Owner presenting official Owner identification shall have the right to enter all portions of the Facility at any time, to inspect the same, to observe the performance by District of its obligations under this Agreement or to do any act or thing which Owner may be obligated to do or have the right to do under this Agreement.

7.19 Force Majeure. Neither Party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Facility, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

7.20 Labor Dispute. In the event of a labor dispute which results in a strike, picket or boycott affecting the Facility or the services described in this Agreement, District will not be deemed to be in default or to have breached any part of this Agreement.

7.21 Integration. This Agreement and all appendices and exhibits hereto embody the entire Agreement of the Parties relating to the services to be provided hereunder. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the Parties. Exhibits hereby integrated hereto are:

- Exhibit A: Operations Plan

- Exhibit B: Facility Rules and Regulations
- Exhibit C: Facility Budget
- Exhibit D: Example of Detailed Reimbursement Request Report Provided by District
- Exhibit E: Example of Weekly Report Provided by District
- Exhibit F: Example of Monthly Revenue and Expense Report Provided by District
- Exhibit G: Inventory List

If the terms of this Agreement and any exhibit are inconsistent, the terms of this Agreement shall control.

7.22 Section Headings. Section headings in this Agreement are for convenience only and shall have no effect on the interpretation of this Agreement.

7.23 Assignment. This Agreement may not be assigned by the District without the prior written consent of Owner. This Agreement may be assigned by the Owner at any time for any reason.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

City of Roeland Park	Johnson County Parks and Recreation District
_____	_____
Keith Moody	Jill Geller
City Administrator	Executive Director

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Exhibit A:
Operations Plan

Exhibit B:
Facility Rules and Regulations

Exhibit C:
Facility Budget

Exhibit D:
Example of Detailed Reimbursement Request Report Provided by District

Exhibit E:
Example of Weekly Report Provided by District

Exhibit F:
Example of Monthly Revenue and Expense Report Provided by District

Exhibit G:
Inventory List

Item Number: **New Business- VIII.-E.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:	5/17/2019
Submitted By:	Keith Moody
Committee/Department:	Admin.
Title:	**Amend Employee Handbook and Approve Job Descriptions**
Item Type:	Other

Recommendation:

Staff recommends Council adopt the reflected changes to the Employee Handbook, edits to the city job classification plan and approve new maintenance related job descriptions.

Details:

Staff has developed job descriptions for the Community Center Facility Attendent positions and the Facility Maintenance Supervisor position (attached) that are contemplated moving to City employment. These are based upon descriptions that JCPRD had in place, but formatted to be consistent with the City's job descriptions format. They have been reviewed and meet the approval of the City Attorney.

These positions were not contemplated when Council approved the 2019 job classification plan. Attached is the 2019 job classification plan incorporating the two new jobs into the appropriate level. PCPRD's pay levels for these positions are consistent with the level proposed in our plan.

The City's Employee Handbook reflects that part time employees would be paid for observed holidays (Section E.1.10.b) and accrue vacation time (E.2.b). JCPRD part time employees do not receive paid time and no current part time City employee's receive these benefits. Staff proposes to remove these two sections from the handbook to ensure consistency (a redline version of the two sections is attached for reference). It is unusual that part time staff would be provided paid time off, one of the key benefits to employing part time staff is to have flexibility to cover paid time off taken by full time staff without having to pay overtime. Affording part time staff to take paid time off creates the need to pay full time staff overtime to cover regular scheduled hours of a part time employee when that employee uses paid time off. Providing part time staff paid holidays off also negates the benefit of part time staff working on holidays to cover for full time staff that who may otherwise be scheduled to work the holiday. The current policy is not cost effective.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
Community Center Attendant	Cover Memo
Facility Maintenance Supervisor	Cover Memo
Job Classification Plan with Maintenance Positions Added	Cover Memo
Employee Handbook Edits Related to Paid Leave for Part Time Staff	Cover Memo

POSITION DESCRIPTION

Class Title: Facility Attendant		**Reports to:**	Facility Maintenance Supervisor
Department: Public Works or Parks and Recreation			
Date: May 20, 2019			
Location: Community Center		**FLSA:**	Part Time, Non-Exempt
Salary Range: $11.24 to $16.86 per hour			

JOB SUMMARY AND ESSENTIAL FUNCTIONS:

Responsible for setup, tear down and cleaning of rental rooms for events, courses and parties. Upholds rental policies and procedures. Completes light maintenance duties to include: cleaning restrooms, taking out the trash, sanitizing, laundry and minor landscaping tasks. May open and/or close facility depending on scheduled shift. Approximately 8-18 hours per week depending on building usage. Position is year-round. Must be available evenings and/or weekends. Must be attentive to detail, self-motivated, and able to work with the public. Must be able to do some heavy lifting (50-65 lbs.) Minimum age 18.

BUSINESS EXPECTATIONS:

a) Exhibits positive attitude and values which align with municipal public service.

b) Attends work regularly and is punctual.

c) Behaves professionally and presents a professional business appearance.

d) Conducts self in such a way as it reflects positively on the City.

e) Fosters positive working relationships with all City and contracted facility management staff. Builds professional relationships through professional organizations which could provide a positive impact for the City of Roeland Park.

f) Learns and understands the safe practices for the job being performed and complies with the safe work practices and personal protective requirements for the job.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying the position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by the Director of Public Works.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

- Effective oral and written communication skills.
- Ability to operate floor cleaning machines and vacuums.
- Ability to set up and take down tables and chairs
- Knowledge of and ability to complete basic cleaning and organizing tasks.

MINIMUM QUALIFICATIONS:

- The applicant must pass a background check and drug test.

ADA REQUIREMENTS:

Physical Requirements: Tasks involve frequent walking, standing; some lifting and carrying objects of heavy weight (75-100 lbs.); and the operation of vehicles, office equipment and hand tools in which manipulative skills and hand-eye coordination are important ingredients of safe and/or productive operations.

Environmental Requirements: Tasks may require frequent exposure to adverse environmental conditions, such as inclement weather, heat, and extreme cold.

Sensory Requirements: Tasks require visual perception and discrimination. Task requires oral communications ability.

Reasonable Accommodation(s): Reasonable accommodation(s) if needed will be provided for the employee to perform the required job with adequate strength, dexterity, coordination and visual acuity and in a manner that does not pose a direct threat to the health or safety of the employee or others in the workplace.

SELECTION GUIDELINES:

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____ Approval: _____

City Clerk City Administrator

POSITION DESCRIPTION

Class Title: Facility Maintenance Supervisor

Department: Public Works or Parks and Recreation

Location: Various Locations, Office out of Community Center

Salary Range: $38,022 – $57,034

Reports to: Director of Public Works or Parks and Recreation Superintendent

Days/Hours: M-F 6:45 am – 3:45 pm, some evening and weekend hours as needed

FLSA: Full Time, Non-Exempt

Last Updated: May 20, 2019

JOB SUMMARY AND ESSENTIAL FUNCTIONS:

The maintenance supervisor will maintain and manage the upkeep of municipal facilities including the Community Center, Aquatic Center, Public Works Facility and City Hall. Maintenance at the Community Center and Aquatic Center will be the primary focus of the position. Duties will include daily cleaning of the Community Center, set up/tear down of tables and chairs for a variety of programs and services offered in the Community Center, as well as scheduling and supervising evening/weekend part-time staff to ensure job responsibilities are carried out. Through observation, troubleshooting and research, this position will consistently communicate with the Parks and Recreation Superintendent, Community Center Specialist and the Aquatic Center Specialist the facilities maintenance needs, repairs, or replacement options of all equipment - either making the repairs in house or hiring an outside contractor. The Facility Maintenance Supervisor will be instrumental in ensuring all chemical operations, pump systems, HVAC, plumbing, electrical and structural elements at the Aquatic Center are performing in a safe, efficient and appropriate manner. This position will be expected to work outside of shift hours to meet expected and unexpected facility needs. The position will be supervised and take direction from the Parks and Recreation Superintendent, Community Center Specialist and Aquatic Center Specialist.

Responsibilities include but are not limited to: Seasonal grounds maintenance duties such as leaf removal, mulching, planting, plant pruning/trimming, mowing, grass trimming, weeding and watering of all landscaped areas. Provide, schedule and keep record of preventative maintenance checks on all equipment & facility appliances. Responsible for snow removal on sidewalks, using a truck with snow plow to assist in clearing snow from parking areas at the facilities may also be required on occasion. Maintain and complete cleaning schedule for all areas within the Community Center. Hire, delegate and supervise work done by part time custodial staff. Order and maintain inventory of cleaning and facility operational supplies.

PRIMARY DUTIES:

Ability to prioritize daily needs of two busy public facilities to ensure each present a high-quality appearance to the public inside and out which changes seasonally. A general knowledge of electrical, plumbing, and mechanical equipment with an ability to troubleshoot issues. Positive communication skills to work with vendors and contractors on maintenance projects, interact with internal staff and the public in a professional and friendly manner. Possess physical ability to walk, kneel or stand for prolonged periods of time, perform moderate to heavy lifting, exposure to fumes and/or chemicals, heights and be subject to moderate physical exertion in extreme hot and cold temperatures. Record keeping and light word processing for communication.

BUSINESS EXPECTATIONS:

a) Exhibits positive attitude and values which align with the municipal public service.

b) Attends work regularly and is punctual.

c) Behaves professionally and presents a professional business appearance.

d) Conducts self in such a way as it reflects positively on the City.

e) Fosters positive working relationships with all City and contracted facility management staff. Builds professional relationships through professional organizations which could provide a positive impact for the City of Roeland Park.

f) Learns and understands the safe practices for the job being performed and complies with the safe work practices and personal protective requirements for the job.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying the position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by a supervisor.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

- Excellent oral and written communication skills
- Leadership skills
- Analytical skills
- Public Organization skills and understanding
- Proficiency in Microsoft Office programs, some knowledge of Geographical Information Systems (GIS).
- Basic math and accounting concepts
- Operational planning and scheduling
- Basic understanding of electrical, plumbing, mechanical, structural and HVAC components
- Ability to supervise and schedule direct reports

MINIMUM QUALIFICATIONS:

- High School Diploma, GED or equivalent, 2 years increasingly responsible experience in facility maintenance, operation, construction, and administration. Associates Degree in Business, Construction, or related field preferred.
- Additional experience may be substituted for education provided it is at least six years' experience with a combination in the following areas: facility maintenance, aquatic center operation and maintenance, construction, plumbing, electrical, or mechanical/HVAC.
- Must have valid Driver's License and an insurable driving record.
- The applicant must pass a background check and drug test.

SCREENING EMPHASIS:

Specialized training or experience in building maintenance, construction, plumbing, electrical, HVAC, and pool operating/maintenance. Two or more years of supervisory experience.

ADA REQUIREMENTS:

Physical Requirements: Tasks involve frequent walking, standing; some lifting and carrying objects of heavy weight (75-100 lbs.); and the operation of vehicles, office equipment and hand tools in which manipulative skills and hand-eye coordination are important ingredients of safe and/or productive operations.

Environmental Requirements: Tasks may require frequent exposure to adverse environmental conditions, such as inclement weather, heat, and extreme cold.

Sensory Requirements: Tasks require visual perception and discrimination. Task requires oral communications ability.

Reasonable Accommodation(s): Reasonable accommodation(s) if needed will be provided for the employee to perform the required job with adequate strength, dexterity, coordination and visual acuity and in a manner that does not pose a direct threat to the health or safety of the employee or others in the workplace.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____ Approval: _____

City Clerk City Administrator

Proposed Pay Scale Effective 1/1/2019

Titles and Pay Levels	Annual Pay			Hourly Rate		
	Minimum	Midpoint	Maximum	Min	Mid	Max
Level 15						
City Administrator	$86,752	$104,520	$122,288	$41.71	$50.25	$58.79
Level 14						
	$81,918	$98,696	$115,474	$39.38	$47.45	$55.52
Level 13						
	$77,084	$92,872	$108,660	$37.06	$44.65	$52.24
Level 12						
Police Chief Director of Public Works	$71,379	$87,048	$102,717	$34.32	$41.85	$49.38
Level 11						
Finance Director/Assistant City Administrator	$66,604	$81,224	$95,844	$32.02	$39.05	$46.08
Level 10						
	$61,828	$75,400	$88,972	$29.73	$36.25	$42.78
Level 9						
	$57,052	$69,576	$82,100	$27.43	$33.45	$39.47
Level 8						
City Clerk Police Sergeant Public Works Superintendent	$52,277	$63,752	$75,227	$25.13	$30.65	$36.17
Level 7						
Master Patrolman Police Corporal/Detective	$47,501	$57,928	$68,355	$22.84	$27.85	$32.86
Level 6						
Building Inspector Police Officer	$41,683	$52,104	$62,525	$20.04	$25.05	$30.06
Level 5						
Code Enforcement Officer Facility Maintenance Supervisor (5/20/19 Addition) Skilled Maintenance Worker/Equipment Operator	$38,022	$47,528	$57,034	$18.28	$22.85	$27.42
Level 4						
Administrative Assistant Court Clerk Police Clerk	$34,362	$42,952	$51,542	$16.52	$20.65	$24.78
Level 3						
	$30,701	$38,376	$46,051	$14.76	$18.45	$22.14
Level 2						
Administrative Intern Public Works Intern	$27,040	$33,800	$40,560	$13.00	$16.25	$19.50
Level 1						
Communiity Center Attendant/Custodian (5/20/19 Addition)	$23,379	$29,224	$35,069	$11.24	$14.05	$16.86
Level .75	***Hourly Rate***					
	$9.65	$12.06	$14.48	$9.65	$12.06	$14.48
Level .5	***Hourly Rate***					
	$8.65	$10.81	$12.98	$8.65	$10.81	$12.98

E. TIME OFF POLICIES

1. Holidays-

The following will be the fixed holidays:

1. New Year's Day - always January 1. When January 1 falls on a Saturday, then Friday, December 31 of the previous year is observed. When January 1 falls on a Sunday, then Monday January 2 is observed.

2. Martin Luther King, Jr. Day – always the third Monday in January

3. Memorial Day Monday – always the last Monday in May

4. Independence Day– always July 4. When July 4 falls on a Saturday, then Friday, July 3 is observed. When July 4 falls on a Sunday, then Monday, July 5 is observed.

5. Labor Day Monday – always the first Monday in September

6. Veterans' Day – always November 11. When November 11 falls on a Saturday, then Friday, November 10 is observed. When November 11 falls on a Sunday, then Monday, November 12 is observed.

7. Thanksgiving Day – always the fourth Thursday in November

8. Day after Thanksgiving – always the Friday immediately following the fourth Thursday in November.

9. Christmas Day – always December 25. When December 25 falls on a Saturday, then Friday, December 24 is observed. When December 25 falls on a Sunday, then Monday, December 26 is observed.

And in some years:

10. When December 25 falls on a Tuesday then, Monday, December 24 is observed as a holiday. When December 25 falls on a Thursday, then Friday, December 26 is observed as a holiday.

a) Employees required to work on a City observed holiday usually receive 8 hours holiday pay or an alternative day off.

To be eligible to receive pay for a City holiday, an employee must not have been absent without approved leave either on the workday before or the workday after the holiday.

Deleted: <#>Part-time employees shall be paid only for City observed holidays which fall on days for which they would otherwise have been scheduled to work. The amount of such pay shall be equal to the wages they would have earned for the number of hours they would have been scheduled to work on that day. Seasonal and temporary employees shall not receive paid holidays.¶

2. Vacation Leave-

Vacation leave shall be earned beginning with the date of employment under the conditions hereinafter stated. An employee who works fewer than 12 days in any month shall not accrue vacation credit for such month of service; provided that this restriction of 12 days shall not apply where the employee has worked fewer than 12 days due to authorized paid leave. No employee shall be permitted to use vacation time for any period spent on unauthorized leave.

a) Full-Time Employees-
Full-time employees are entitled to paid vacation leave time according to the following schedule, provided no paid vacation leave time may be taken during the first six months of employment.

Years of Continuous Employment	**0-4**	**5-9**	**10-15**	**15+**
Hours Earned Per Month	8	10.67	12	16
Equivalent Work Days	12	16	18	24
Maximum Hours Accumulation	240	240	240	240
Maximum Hours for One Time Leave	80	120	120	120

Employees on Medical leave are not subject to the maximum hours for one time leave.

Training Period-
Employees-in-training during their initial employment shall be credited with vacation leave for each month of employment but shall not be permitted to use any vacation credit prior to the completion of their training period. Training employees terminated during the training period shall be paid for any accrued vacation leave.

Scheduling-
The dates for the taking of vacation leave shall be scheduled in consultation with the employee's supervisor and department head.

Holiday DuringVacation-
City holidays which occur during the taking of an employee's authorized vacation leave will not be counted as a day of vacation.

b) Minimum Hours-
Exempt employees may use vacation leave in full day increments and non-exempt employees may use vacation leave in half-hour increments, subject to the approval of their supervisor.

c) Termination –
Upon termination, an employee shall be compensated for all earned but unused vacation leave at their final rate of pay, subject to the maximum hours of accumulation authorized in the schedule with the exception outlined in the separation of service section.

Deleted: <#>Other Employees-
Part-time employees who work at least 40 hours per pay period shall earn vacation credit at the rate of four hours for each month of employment. Seasonal and temporary employees shall not earn vacation leave. ¶

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Item Number: **New Business- VIII.-F.**
Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:	5/21/2019
Submitted By:	Jennifer Jones-Lacy
Committee/Department:	Admin
Title:	**Foodie Fest September 8, 2019 Special Event Permit and Financial Contribution Request**
Item Type:	Discussion

Recommendation:

To approve the Type 5 Special Events Permit for the 47 Foodie Fest on September 8, 2019 at the southwest corner of 47th Street and Mission Rd and to waive the $75 fee associated with the event.

To contribute $3,000 toward the event to help cover promotion, kids activities, and entertainment.

Details:

The 47th Street Overlay Committee has formed a subcommittee to work on a branding kickoff event for the 47th Street District in conjunction with the business community located in the area. The 47 Foodie Fest will be held on September 8, 2019 from noon to 5 p.m. at the southwest corner of Mission and 47th Street in Roeland Park. Jeff Stehney with Joe's KC has offered this property to host the event and donated time from his staff to help with developing marketing materials and event coordination.

The event will be a branding kickoff for the district as well as an opportunity to feature some of the merchants in and around the area. Merchants will be selling food, drinks and possibly merchandise at the event. This is a family friendly event that will include children's activities such as a bounce house, face painting, and balloon artists and live music from Four Fried Chickens and a Coke.

The City requires a special event permit for this event and the application is attached. Parking will be available on the lots used for Joe's KC, Westwood Chiropractor, Northwood Shopping Center and street parking. The subcommittee is requesting approval of the special event permit and a waiver of the $75 fee.

In addition, the Committee is requesting a financial contribution from each of the three Cities that comprise the 47th Street Overlay District. We are requesting $3,000 from Roeland Park and the Unified Government. We are requesting Westwood cover the cost of the streetlight banners and an additional $1,500 toward the event for a total of approximately $4,200. The funds contributed by the Cities would cover entertainment, advertising, promotional items, and event necessities such as porta potties, event stage, a dumpster, hand washing stations, etc. The participating businesses are also being asked to support the event as well as make a donation to the Farmer's House, the event charity.

Financial Impact

Amount of Request: $3,000	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description: Community Events - 5237.101	

Additional Information

How does item relate to Strategic Plan?

The event will engage community members and is a coordination among three jurisdictions, which was a goal of the Strategic Plan.

How does item benefit Community for all Ages?

The event will be one that all ages can enjoy.

ATTACHMENTS:

Description	Type
Special Event Permit Application	Exhibit
Sample Event Promotion	Exhibit
Property Owner Permission -Sp. Event permit	Exhibit

The City of Roeland Park, Kansas

4600 West Fifty-First Street
Roeland Park, Kansas 66205
City Hall (913) 722-2600 – Fax (913) 722-3713

Date filed:_____
Case no.: _____

Special Events Permit Type 2 – 5 Application

Chapter 16 - Article 7

FEE: Each application for a special event permit shall be accompanied by an application fee, except that such fee may be waived for any applicant registered with the State of Kansas as a non-profit organization.

Applicant Jennifer Jones-Lacy Phone 913-722-2600

Applicants Address 4600 W 51st Street
Roeland Park, KS 66202

Property owner Jeff Stehney Phone 816-803-9281

Property Owner's Address 32175 W 107TH ST
DeSoto, KS 66018

Type of Event: Festival to promote the 47th Street Business District
(i.e. sale of seasonal goods)

Hours of Operation: 12 pm - 5 pm

Length of time for right to do business - Start Date: 9/8/2019 End Date: 9/8/2019

Any signs/structures being used: Y (✓) N ( )
If yes, describe: Event will have tents, tables, children's activities, a stage for a band and a banner

✓ Attach a sketch plan showing the location of the proposed activities, structures and/or signs in relation to existing buildings, parking areas, streets and property lines; and
✓ A letter from the property owner or manager, if different from the applicant, agreeing to the special event.

Applicant signature _____ Date 5/16/2019

***The special event permit shall be posted on the site for the duration of the event.

Approved By:_____ Date:_____

If declined, reason why:_____

47th Street
Banner 4'x8'
Mission Rd
Canterbury
10x10
10x10
10x10
10x10
10x10
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10x10
10x10
phone pole
20x40
10x10
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10x10
10x10
20x20
PORT-A-POTS
SITE PLAN
SCALE: 1" = 20'-0"
1

Neighborhood

Foodie Fest

THE 47

Sunday, September 8 • Noon-5:00 p.m.
47th Ave. & Mission Rd.

Food | Drink | Music | Kids' Activities

THE 47

Neighborhood FoodieFest

Food | Drink | Music | Kids' Activities

Sunday, September 8 • Noon-5:00 p.m.

47th Ave. & Mission Rd.

From:	R Barrows
To:	Jones-Lacy, Jennifer; Jeff Stehney
Cc:	Pam Taylor
Subject:	Re: Use of Land for the 47 Foodie Fest
Date:	Friday, May 17, 2019 8:20:59 AM

Jennifer,
I spoke with Jeff yesterday and we approve the use of the lot for the 47 Foodie Fest on September 8th, 2019. Let me know if you need anything else.

Ryan Barrows
Joe's Kansas City BBQ
Director of Operations
913.722.3366

From: Jones-Lacy, Jennifer <jjoneslacy@roelandpark.org>
Sent: Thursday, May 16, 2019 3:18:11 PM
To: Jeff Stehney; R Barrows
Cc: Pam Taylor
Subject: Use of Land for the 47 Foodie Fest

Hi Jeff and Ryan,

Our Special Event Permit requires a letter from the property owner stating we can use the land for the event. Could one of you please provide such a letter? A simple response to this email stating that you approve the use of your property on Sept. 8, 2019 for the 47 Foodie Fest would suffice. If you could send that to me by tomorrow, it would be appreciated.

Thanks so much!

Jennifer Jones-Lacy
Assistant City Administrator/Finance Director
4600 W. 51st Street
Roeland Park, KS 66205
O: 913.722.2600
M: 816.316.9260
E: jjoneslacy@roelandpark.org

Item Number: **Ordinances and Resolutions:- IX.-A.**

Committee Meeting Date: **5/20/2019**

City of Roeland Park

Action Item Summary

Date:	5/17/2019
Submitted By:	Keith Moody
Committee/Department:	Admin.
Title:	**Amend Non-Discrimination Regulations**
Item Type:	Ordinance

Recommendation:

Staff recommends adopting edits to the NDO ordinance to make Roeland Park's policy and procedures consistent with other recently adopted NDO ordinances.

Details:

Attached is a redline of Roeland Park's current NDO developed by the City Attorney. The changes are intended to produce consistency among the NDO regulations recently adopted by communities in Johnson County. The changes also make enforcement procedures consistent with how other Roeland Park ordinances are enforced. The redline changes are most consistent with the NDO adopted by Prairie Village. Below is a summary of the key changes:

OLD	NEW
Included all groups	Only includes sexual orientation and gender identity
Applied only to “Business License Holders”	Applies to all Employers
Made both parties split the costs	Now costs held by perpetrating party if found guilty
No section about frivolous claims	Now Judge can impose fine if party brings a frivolous claim
Investigation process required mediation and multiple steps	Investigation process starts with prosecutor and sent to municipal judge for hearing if probable cause is found and parties cannot reach a settlement

A clean version of the code section reflecting the proposed changes is attached along with an ordinance for consideration.

A side by side comparison of recently adopted NDO's is attached for reference (compiled by Mission Hill's legal team).

Financial Impact

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

Additional Information

Comments from City Attorney:

The change will reduce exposure to potential litigation because it limits the potential plaintiffs to only two groups of individuals. It also clarifies that any other protected class will not be handled by the City as there are other available avenues for those individuals under state and federal law.

Additionally, this ordinance no longer assesses the costs to the aggrieved party if no probable cause is found and now follows more in line with the City's other ordinances regarding how costs are assessed.

Of course, this ordinance does not render the City bullet proof, and there is still the risk that an individual could make an issue of the City's code and wind up with a situation like the Colorado cake baker, but that risk already exists with the current ordinance.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
Redline Of Non-Discrimination Code Section	Cover Memo
Clean Version of Non-Discrimination Code Section with Changes	Cover Memo
Comparison of Adopted NDO's	Cover Memo
Ordinance 979	Cover Memo

CHAPTER V. – BUSINESS REGULATIONS

ARTICLE 12. – PROHIBITED DISCRIMINATION IN EMPLOYMENT, HOUSING, AND PUBLIC ACCOMODATIONS

Sec. 5-1201. - Definitions.

The definitions contained within the Kansas Acts Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall apply to this article unless specifically defined herein. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

(a) *Aggrieved individual* means any individual who has a good faith belief that such individual has been injured by an unlawful discriminatory practice.

(b) *City* means the City of Roeland Park, Kansas.

(c) *Code* means the Code of the City of Roeland Park, Kansas.

(d) *Days* means calendar days. If a deadline falls on a day city hall is not open (e.g. a weekend, a holiday recognized by the city, emergency closure) the deadline will be extended to the next day city hall is open.

(e)*Employee* means any individual employed by an employer, but does not include any individual employed by such individual's parents, spouse or child or in the domestic service of any individual. Employee also does not include an independent contractor.

(f) *Employer* means any individual or entity (e.g. corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing one or more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no religious organization or non-profit fraternal or social association/corporation shall be considered to be an employer.

(g)*Familial status* means persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or have resided together in the past, and persons who have a child in common regardless of whether they have been married or have lived together at any time.

(h)*Gender identity* means an individual's actual or perceived (by the individual or another) gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics regardless of the individual's designated sex at birth.

Commented [U1]: Currently, the City's discrimination code sections only apply to businesses who are required to obtain a license as written only applies to businesses The City's current code as written only applies to businesses who are required to obtain a license. RP is the only City who limits its discrimination regulations to licensed businesses. To be more consistent with recently adopted NDO's in other NEJC cities, we revised the title of Chapter V to "Business Regulations" in order to allow the City's code to apply to more than just licensed businesses. broaden the scope instead of "Business Licenses and Regulations."

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(i)*Hearing officer* means the City of Roeland Park Municipal Judge.

(j)*Investigator* means the City of Roeland Park, Kansas Prosecutor.

(k)*Military status* means a person who is serving or has served in the uniformed services, and who, if discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2), or amendments thereto. Uniformed services is defined as set forth in 20 C.F.R. 1002.5(o), or amendments thereto.

(l) *Nonprofit fraternal or social association/corporation* means an association or corporation that meets all of the following requirements: (1) it is organized in good faith for social or fraternal purposes; (2) membership entails the payment of bona fide initiation fees or regular dues; (3) there exists a regularly established means of self-government by the members thereof clearly set forth in a constitution or by-laws adopted by the membership; (4) there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and (5) it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.

(m)*Place of public accommodation* shall include every establishment within the city that is open to the public and offers any product, service or facility. The term place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with one or more tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. The term place of public accommodation shall not, however, include: (1) a religious organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation which restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission.

(n) *Religious organization* means a church, mosque, temple, synagogue, or other entity principally devoted to religious practice or religious teaching.

(o)*Rent* means to lease, to sublease, to let or otherwise to grant the right to occupy premises not owned by the occupant in exchange for payment or other consideration.

(p)*Rental housing* means any real property, consisting of one or more dwelling units, which is required to obtain a license or permit pursuant to the provisions of Article 7 of Chapter 5 of the Code.

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any person or entity, with or more employees, conducting business within the City which is required to obtain a license or permit pursuant to the provisions of Article 1, Article 3, Article 5, Article 6, Article 8, or Article 9 of Chapter 5 of the Code, and all departments, boards and agencies of the City of Roeland Park. For purposes of this article, no religious organization, private fraternal and benevolent association or society, non-profit private club, agency or department of Johnson County, or school district, as defined in K.S.A. 72-8201 et seq., and amendments thereto, shall be considered to be a business (notwithstanding licensure by the City).

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(q) *Respondent* means the individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the city.

(r)*Sexual orientation* means an individual's actual or perceived (by the individual or another) emotional, romantic, or sexual attraction to other people, such as heterosexual, homosexual, bisexual, pansexual or asexual.

Sec. 5-1202. – Declaration of Policy.

(a) The right of an otherwise qualified individual to be free from discrimination because of that individual's race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is hereby recognized. This right shall include, but not be limited to, any of the following:

(1) The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination.

(2) The right to the full enjoyment of any of the services, advantages or privileges of any place of public accommodation without wrongful discrimination.

(3) The right to engage in property transactions, including obtaining housing for rent or purchase and credit therefor, without wrongful discrimination.

(4) The right to exercise any right granted under this ordinance without retaliation.

(b) To protect these rights, it is hereby declared to be the purpose of this article to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity and to provide a local process for the acceptance, investigation and resolution of complaints of discrimination and retaliation relating to sexual orientation and/or gender identity arising hereunder.

(c) To protect these rights, it is hereby declared that any construction after enactment of this article shall ensure individual privacy in all restrooms, public shower spaces and dressing rooms.

Sec. 5-1203. - Unlawful Practices.

(a) It shall be an unlawful discriminatory practice for an employer, because of the sexual orientation or gender identity of an otherwise qualified individual, to refuse to hire or employ such individual, to bar or discharge such individual from employment or to otherwise discriminate against such individual in compensation or in terms, conditions or privileges of employment without a valid business necessity. This article shall not apply to employment by a religious organization that consists of religious teaching, ministry, or other religious duties or practices.

(b) It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions or privileges of the sale or lease of real property or the lease of rental housing, or in the provision of services or facilities in connection therewith, because of

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sexual orientation or gender identity or to discriminate against any individual in such individual's use or occupancy of rental housing because of the sexual orientation or gender identity of individuals with whom such individual associates. Nothing in this article shall prohibit a religious organization or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, from limiting the sale, rental or occupancy of real property or rental housing which it owns or operates for other than a commercial purpose to individuals of the same religion, or from giving preference to such individuals.

(c) It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent or employee of any place of public accommodation to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages and accommodations to any individual because of sexual orientation or gender identity.

(d) It shall be a defense to any allegation of an unlawful discriminatory practice:

(1) that the individual or entity did not know the aggrieved individual's sexual orientation or gender identity.

(2) that the individual or entity acted in good faith and had reasonable grounds for believing that an act or omission was not a violation of this ordinance.

(3) that any adverse action taken against the aggrieved individual would have been taken regardless of the individual's sexual orientation or gender identity (i.e. the aggrieved individual violated the law, a workplace rule, a lease provision or policy applicable to all similarly situated individuals, such as employees, lessees, customers, etc.).

(e) Nothing in this article shall:

(1) prohibit a fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodging to its members or from giving preference to its members.

(2) prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of Federal, State, or local law.

(3) require an employer to hire unqualified individuals or to retain employees when there is a legitimate non-discriminatory or non-retaliatory reason to terminate employment.

(4) be construed to prohibit an employer from requiring all of its employees, as a condition of employment, to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that employer requires an employee to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, an employee may simultaneously file a complaint with the city as provided in this ordinance; completion of the employer's procedures is not a pre-requisite to filing a complaint with the city.

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(5) be construed to require any person or entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law.

(6) be construed to prohibit an employer or place of public accommodation to post signs for restrooms and dressing rooms based on gender.

(7) be construed to make it lawful to discriminate or retaliate against individuals on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status, or military status. Such discrimination and retaliation is not addressed in this article because federal and state law consistently address unlawful discriminatory and retaliatory practices related to those characteristics and provide a complaint, investigation and enforcement process for such discrimination and retaliation.

Sec. 5-1204. - Enforcement.

(a)Any aggrieved individual by an alleged violation of this article may file a written complaint with the City Clerk that the individual has been, or is being, subject to an alleged unlawful discriminatory practice as set forth in this article (or if a minor, through the minor's parent, legal guardian or attorney) by completing and signing the form provided by the city. The complaint shall state the names and contact information of the aggrieved individual, the individual(s) and/or business/businesses alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required by the city.

(b)The complaint form shall be submitted to the investigator via hand-delivery, certified mail, email or fax, and shall only be considered complete if all information required by the city's form has been provided to the extent such information is reasonably available to the aggrieved individual.

(c) The complaint form must be filed within 60 days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within 60 days of the last act of discrimination.

(d) Upon receipt of a complete complaint, the investigator shall notify the respondent(s) of the complaint, providing sufficient details related to the complaint so the respondent(s) may respond. The investigator shall give the respondent(s) 30 days to file a written answer to the complaint, and to provide any documentation or evidence related to the complaint. The investigator may, at the request of respondent(s), extend the answer period an additional 30 days. If the respondent(s) charged with violating the provisions of this article is the city, the city will engage an independent investigator who shall not otherwise be an employee, agent, or contractor of the city and shall not have any association with the complainant or the respondent(s).

(e) Following the conclusion of the answer period, the investigator may initiate an investigation period, requesting that the complainant and/or respondent(s) provide additional information, documentation or testimony as needed to facilitate the investigation of the complaint. The investigator shall have the power to issue process and compel the production of documents. Such process shall be executed by the chief of police and shall be enforced as in all cases of city

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<#>(b) It shall be an unlawful discriminatory practice for a business to discriminate against any person in the terms, conditions or privileges of sale or rental of real property or rental housing, or in the provision of services or facilities in connection therewith, because of race, religion, color, sex, disability, familial status, national origin, ancestry, sexual orientation, gender identity or military status, or to discriminate against any person in such person's use or occupancy of rental housing because of the race, religion, color, sex, disability, familial status, national origin ancestry, sexual orientation, gender identity, or military status of the people with whom such person associates. ¶

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<#>(c) It shall be an unlawful discriminatory practice for any business, as defined herein being the owner, operator, lessee, manager, agent or employee of any place of public accommodation, to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, and accommodations to any person as covered by this article because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity, or military status. Notwithstanding the above, nothing in this article shall be construed to prevent any business as defined in this article from offering, affording or providing any additional benefit or additional discount to a person because of such person's military status. ¶

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ordinances. This investigation period shall be concluded within 60 days of the investigator's last request for information, unless the investigator notifies the complainant and the respondent(s) in writing of the need for additional time and reason(s) therefore.

(f) Within 30 days of the conclusion of the investigation period, the investigator will review all evidence received during the investigation and make a determination whether probable cause exists that the respondent(s) committed an unlawful discriminatory practice. The investigator will maintain all evidence received during the investigation for a period of two years after the deadline for appeal or completion of appeal, whichever is later.

(g) If the investigator finds that probable cause does not exist, then the investigator shall notify the complainant and the respondent(s), and no further action shall be taken by the city. The complainant may appeal the investigator's determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the investigator's written determination and a certified copy of all evidence received by the investigator during the investigation.

(h) If the investigator finds that probable causes exists that an unlawful discriminatory practice was committed by respondent(s), the investigator shall notify the complainant and respondent(s) and request conciliation and settlement. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within 60 days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing. The investigator may extend the time for signing a settlement agreement for good cause and with written notice to the parties.

(i)Upon referral to the hearing officer, the hearing officer shall schedule a hearing on the complaint. The parties shall be given at least ten days' written notice of the date, time and place of the hearing. At such hearing, the parties shall be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. The hearing officer shall have the power to administer oaths and to issue process and compel the attendance of any party or witness. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances.

(j) Following the conclusion of the hearing, the hearing officer may announce a determination or may take the matter under advisement for determination at a later date. Any determination of the haring officer hall be in writing, shall be based upon preponderance of the evidence, and shall set forth the essential elements of the determination.

(k) If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of up to $500.00, whichever is greater, for each violation. Each party is to bear their own attorneys' fees, if any.

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(l) The hearing officer shall preserve all evidence presented at the hearing for a period of two years after the deadline for appeal or completion of appeal, whichever is later. The hearing officer shall preserve all evidence presented at the hearing for a period of two years after the deadline for appeal or completely of appeal, whichever is later.

(m) Any party aggrieved by a determination of the hearing officer under this section may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the written determination of the hearing officer and a certified copy all evidence presented at the hearing. On appeal, the district court may enter such order or judgment as justice shall require, and may award the prevailing party court costs and reasonable attorney fees incurred to prosecute or defend the appeal.

(n) The filing of a complaint for the alleged violation of this article or a response thereto shall in no way preclude any party from seeking other relief under state or federal law.

(o) Any individual making false, malicious, or unfounded accusations against an entity subject to this ordinance is guilty of a violation and upon conviction thereof shall be punished by a fine of $100 for each such violation.

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Sec. 5-1204. – Declaration of Policy.¶
(a) The right of an otherwise qualified individual to be free from discrimination because of that individual's race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is hereby recognized. This right shall include, but not be limited to, any of the following: ¶
(1) The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination. ¶
(2) The right to the full enjoyment of any of the services, advantages or privileges of any place of public accommodation without wrongful discrimination. ¶
(3) The right to engage in property transactions, including obtaining housing for rent or purchase and credit therefor, without wrongful discrimination.¶
(4) The right to exercise any right granted under this ordinance without retaliation. ¶
(b) To protect these rights, it is hereby declared to be the purpose of this article to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity and to provide a local process for the acceptance, investigation and resolution of complaints of discrimination and retaliation relating to sexual orientation and/or gender identity arising hereunder.¶

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CHAPTER V. – BUSINESS REGULATIONS

ARTICLE 12. – PROHIBITED DISCRIMINATION IN EMPLOYMENT, HOUSING, AND PUBLIC ACCOMODATIONS

Sec. 5-1201. - Definitions.

The definitions contained within the Kansas Acts Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall apply to this article unless specifically defined herein. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

(a) *Aggrieved individual* means any individual who has a good faith belief that such individual has been injured by an unlawful discriminatory practice.

(b) *City* means the City of Roeland Park, Kansas.

(c) *Code* means the Code of the City of Roeland Park, Kansas.

(d) *Days* means calendar days. If a deadline falls on a day city hall is not open (e.g. a weekend, a holiday recognized by the city, emergency closure) the deadline will be extended to the next day city hall is open.

(e)*Employee* means any individual employed by an employer, but does not include any individual employed by such individual's parents, spouse or child or in the domestic service of any individual. Employee also does not include an independent contractor.

(f) *Employer* means any individual or entity (e.g. corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing one or more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no religious organization or non-profit fraternal or social association/corporation shall be considered to be an employer.

(g)*Familial status* means persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or have resided together in the past, and persons who have a child in common regardless of whether they have been married or have lived together at any time.

(h)*Gender identity* means an individual's actual or perceived (by the individual or another) gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics regardless of the individual's designated sex at birth.

(i)*Hearing officer* means the City of Roeland Park Municipal Judge.

(j)*Investigator* means the City of Roeland Park, Kansas Prosecutor.

(k)*Military status* means a person who is serving or has served in the uniformed services, and who, if discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2), or amendments thereto. Uniformed services is defined as set forth in 20 C.F.R. 1002.5(o), or amendments thereto.

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(m)*Place of public accommodation* shall include every establishment within the city that is open to the public and offers any product, service or facility. The term place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with one or more tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. The term place of public accommodation shall not, however, include: (1) a religious organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation which restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission.

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Sec. 5-1202. – Declaration of Policy.

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(1) The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination.

(2) The right to the full enjoyment of any of the services, advantages or privileges of any place of public accommodation without wrongful discrimination.

(3) The right to engage in property transactions, including obtaining housing for rent or purchase and credit therefor, without wrongful discrimination.

(4) The right to exercise any right granted under this ordinance without retaliation.

(b) To protect these rights, it is hereby declared to be the purpose of this article to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity and to provide a local process for the acceptance, investigation and resolution of complaints of discrimination and retaliation relating to sexual orientation and/or gender identity arising hereunder.

(c) To protect these rights, it is hereby declared that any construction after enactment of this article shall ensure individual privacy in all restrooms, public shower spaces and dressing rooms.

Sec. 5-1203. - Unlawful Practices.

(a) It shall be an unlawful discriminatory practice for an employer, because of the sexual orientation or gender identity of an otherwise qualified individual, to refuse to hire or employ such individual, to bar or discharge such individual from employment or to otherwise discriminate against such individual in compensation or in terms, conditions or privileges of employment without a valid business necessity. This article shall not apply to employment by a religious organization that consists of religious teaching, ministry, or other religious duties or practices.

(b) It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions or privileges of the sale or lease of real property or the lease of rental housing, or in the provision of services or facilities in connection therewith, because of

sexual orientation or gender identity or to discriminate against any individual in such individual's use or occupancy of rental housing because of the sexual orientation or gender identity of individuals with whom such individual associates. Nothing in this article shall prohibit a religious organization or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, from limiting the sale, rental or occupancy of real property or rental housing which it owns or operates for other than a commercial purpose to individuals of the same religion, or from giving preference to such individuals.

(c) It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent or employee of any place of public accommodation to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages and accommodations to any individual because of sexual orientation or gender identity.

(d) It shall be a defense to any allegation of an unlawful discriminatory practice:

(1) that the individual or entity did not know the aggrieved individual's sexual orientation or gender identity.

(2) that the individual or entity acted in good faith and had reasonable grounds for believing that an act or omission was not a violation of this ordinance.

(3) that any adverse action taken against the aggrieved individual would have been taken regardless of the individual's sexual orientation or gender identity (i.e. the aggrieved individual violated the law, a workplace rule, a lease provision or policy applicable to all similarly situated individuals, such as employees, lessees, customers, etc.).

(e) Nothing in this article shall:

(1) prohibit a fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodging to its members or from giving preference to its members.

(2) prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of Federal, State, or local law.

(3) require an employer to hire unqualified individuals or to retain employees when there is a legitimate non-discriminatory or non-retaliatory reason to terminate employment.

(4) be construed to prohibit an employer from requiring all of its employees, as a condition of employment, to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that employer requires an employee to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, an employee may simultaneously file a complaint with the city as provided in this ordinance; completion of the employer's procedures is not a pre-requisite to filing a complaint with the city.

(5) be construed to require any person or entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law.

(6) be construed to prohibit an employer or place of public accommodation to post signs for restrooms and dressing rooms based on gender.

(7) be construed to make it lawful to discriminate or retaliate against individuals on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status, or military status. Such discrimination and retaliation is not addressed in this article because federal and state law consistently address unlawful discriminatory and retaliatory practices related to those characteristics and provide a complaint, investigation and enforcement process for such discrimination and retaliation.

Sec. 5-1204. - Enforcement.

(a)Any aggrieved individual by an alleged violation of this article may file a written complaint with the City Clerk that the individual has been, or is being, subject to an alleged unlawful discriminatory practice as set forth in this article (or if a minor, through the minor's parent, legal guardian or attorney) by completing and signing the form provided by the city. The complaint shall state the names and contact information of the aggrieved individual, the individual(s) and/or business/businesses alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required by the city.

(b)The complaint form shall be submitted to the investigator via hand-delivery, certified mail, email or fax, and shall only be considered complete if all information required by the city's form has been provided to the extent such information is reasonably available to the aggrieved individual.

(c) The complaint form must be filed within 60 days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within 60 days of the last act of discrimination.

(d) Upon receipt of a complete complaint, the investigator shall notify the respondent(s) of the complaint, providing sufficient details related to the complaint so the respondent(s) may respond. The investigator shall give the respondent(s) 30 days to file a written answer to the complaint, and to provide any documentation or evidence related to the complaint. The investigator may, at the request of respondent(s), extend the answer period an additional 30 days. If the respondent(s) charged with violating the provisions of this article is the city, the city will engage an independent investigator who shall not otherwise be an employee, agent, or contractor of the city and shall not have any association with the complainant or the respondent(s).

(e) Following the conclusion of the answer period, the investigator may initiate an investigation period, requesting that the complainant and/or respondent(s) provide additional information, documentation or testimony as needed to facilitate the investigation of the complaint. The investigator shall have the power to issue process and compel the production of documents. Such process shall be executed by the chief of police and shall be enforced as in all cases of city

ordinances. This investigation period shall be concluded within 60 days of the investigator's last request for information, unless the investigator notifies the complainant and the respondent(s) in writing of the need for additional time and reason(s) therefore.

(f) Within 30 days of the conclusion of the investigation period, the investigator will review all evidence received during the investigation and make a determination whether probable cause exists that the respondent(s) committed an unlawful discriminatory practice. The investigator will maintain all evidence received during the investigation for a period of two years after the deadline for appeal or completion of appeal, whichever is later.

(g) If the investigator finds that probable cause does not exist, then the investigator shall notify the complainant and the respondent(s), and no further action shall be taken by the city. The complainant may appeal the investigator's determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the investigator's written determination and a certified copy of all evidence received by the investigator during the investigation.

(h) If the investigator finds that probable causes exists that an unlawful discriminatory practice was committed by respondent(s), the investigator shall notify the complainant and respondent(s) and request conciliation and settlement. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within 60 days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing. The investigator may extend the time for signing a settlement agreement for good cause and with written notice to the parties.

(i)Upon referral to the hearing officer, the hearing officer shall schedule a hearing on the complaint. The parties shall be given at least ten days' written notice of the date, time and place of the hearing. At such hearing, the parties shall be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. The hearing officer shall have the power to administer oaths and to issue process and compel the attendance of any party or witness. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances.

(j) Following the conclusion of the hearing, the hearing officer may announce a determination or may take the matter under advisement for determination at a later date. Any determination of the haring officer hall be in writing, shall be based upon preponderance of the evidence, and shall set forth the essential elements of the determination.

(k) If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of up to $500.00, whichever is greater, for each violation. Each party is to bear their own attorneys' fees, if any.

(l) The hearing officer shall preserve all evidence presented at the hearing for a period of two years after the deadline for appeal or completion of appeal, whichever is later. The hearing officer shall preserve all evidence presented at the hearing for a period of two years after the deadline for appeal or completely of appeal, whichever is later.

(m) Any party aggrieved by a determination of the hearing officer under this section may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the written determination of the hearing officer and a certified copy all evidence presented at the hearing. On appeal, the district court may enter such order or judgment as justice shall require, and may award the prevailing party court costs and reasonable attorney fees incurred to prosecute or defend the appeal.

(n) The filing of a complaint for the alleged violation of this article or a response thereto shall in no way preclude any party from seeking other relief under state or federal law.

(o) Any individual making false, malicious, or unfounded accusations against an entity subject to this ordinance is guilty of a violation and upon conviction thereof shall be punished by a fine of $100 for each such violation.

NDO COMPARISON – DETAIL

CITY:	Roeland Park	Prairie Village	Mission	Merriam
ADOPTION:	8/4/14	12/17/18	12/19/18	1/14/19
LOCATION IN CODE:	Ch. V (Business Licenses and Regulations), Art. 12 (Discrimination)	Ch. V (Business Regulations), Art. 8 (Prohibited Discrimination in Employment, Housing or Public Accommodations)	Business and Occupation Ch. 615 (Prohibited Discrimination in Employment, Housing or Public Accommodations)	Ch. 35 (Human Resources and Social Services), Art. III (Discrimination in Employment, Housing, and Public Accommodations Prohibited)
DEFINITIONS:	Except to the extent they are in conflict with the definitions below, the definitions contained within the Kansas Acts Against Discrimination, K.S.A. 44-1001 et seq., and amendments thereto, shall be applicable under this article. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise. (5-1201). *[Does not refer to other KS discrimination laws referenced by other cities.]*	The definitions contained within the Kansas Acts Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall apply to this article unless specifically defined herein. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise. (5-801).	Except to the extent they are in conflict with the definitions below, the definitions contained within the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall be applicable under this Chapter. For purposes of this Chapter, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise. (615.010).	Except to the extent they are in conflict with the definitions below, the definitions contained within the Kansas Act Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall be applicable under this article. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise. (35-50).
Aggrieved individual	Not defined.	Any individual who has a good faith belief that such individual has been injured by an unlawful discriminatory practice. (5-801(a)).	Any individual who has a good faith belief that he/she has been injured by an unlawful discriminatory practice. (615.010).	Not defined.
Business	Any person or entity with 4 or more employees, conducting business within the City which	Not defined—see "Employer" definition below.	Not defined—see "Employer" definition below.	Not defined—see "Employer" definition below.

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	is required to obtain a license or permit pursuant to the provisions of Article 1 *[Occupation Fees—applies generally to retail establishments and administrative offices, home occupations, leasing operations, and non-domiciled businesses]*, Article 3 *[Massage Establishments]*, Article 5 *[Amusement Devices]*, Article 6 *[Home Occupations]*, Article 8 *[Adult Businesses]*, or Article 9 *[Pawnbrokers and Precious Metal Dealers]* of Chapter 5 of the Code, and all departments, boards and agencies of the City of Roeland Park. For purposes of this article, no religious organization, private fraternal and benevolent association or society, non-profit private club, agency or department of Johnson County, or school district, as defined in K.S.A. 72-8201 et seq., and amendments thereto, shall be considered to be a business (notwithstanding licensure by the City). (5-1201(a)).			
City	Not defined.	City of Prairie Village, Kansas. (5-801(b)).	City of Mission, Kansas. (615.010).	Not defined.

CITY:	Roeland Park	Prairie Village	Mission	Merriam
Code	Not defined.	Code of the City of Prairie Village, Kansas. (5-801(c)).	Code of the City of Mission, Kansas. (615.010).	Not defined.
Days	Not defined.	Calendar days. If a deadline falls on a day city hall is not open (e.g. a weekend, holiday recognized by the city, emergency closure), the deadline will be extended to the next day city hall is open. (5-801(d)).	Not defined.	Calendar days. If a deadline falls on a day city hall is not open (i.e. a weekend, a holiday recognized by the city, emergency closure), the deadline will be extended to the day city hall is open. (35-50(a)).
Employee	Any person authorized to perform services for any business within the City of Roeland Park, and includes an officer, employee or elected official of the United States, a state, territory, or any political subdivision thereof or any agency or instrumentality thereof, and an officer of a corporation. Employee does not include any individual employed by such individual's parents, spouse or child or in the domestic service of any person. (5-1201(e)).	Any individual employed by an employer, but does not include any individual employed by such individual's parents, spouse or child or in the domestic service of any individual. Employee also does not include an independent contractor. (5-801(e)).	Any person authorized to perform services for any business within the City, and includes an officer, employee, or elected official of the United States, a state, territory, or any political subdivision thereof or any agency or instrumentality thereof, and an officer of a corporation. Employee does not include any individual employed by such individual's parents, spouse, or child. (615.010). *[Same as Roeland Park, but exclusion does not include domestic service of any person.]*	Any individual employed by an employer, but does not include any individual employed by such individual's parents, spouse, or child or in the domestic service of any individual. Employee also does not include an independent contractor. (35-50(b)). *[Same as Prairie Village.]*
Employer	Not defined—see "Business".	Any individual or entity (e.g. corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing 1 or	Any individual or entity (i.e., corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, or unincorporated organization) employing 4 or	Any individual or entity (i.e. corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing 4 or

CITY:	Roeland Park	Prairie Village	Mission	Merriam
		more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no non-profit fraternal or social association/corporation shall be considered to be an employer. (5-801(f)).	more employees and all departments, boards and agencies of the City. Employer shall include the City and any City contractor. For purposes of this Chapter, no religious organization or non-profit fraternal or social association/corporation shall be considered an employer. (615.010).	more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no religious organization or nonprofit fraternal or social association/corporation shall be considered to be an employer. (35-50(c)).
Familial status	Persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or have resided together in the past, and persons who have a child in common regardless of whether they have been married or have lived together at any time. (5-1201(g)).	Not defined. *[Term is defined in Kansas Acts Against Discrimination which is incorporated in NDO by opening paragraph of Definitions section.]*	Persons 18 years of age or older who are spouses, former spouses, parents or stepparents, and children or stepchildren, and persons who are presently residing together or have resided together in the past, and persons who have a child in common regardless of whether they have been married or have lived together at any time. (615.010).	Not defined. *[Same note as Prairie Village.]*
Gender identity	Consistently having and/or expressing a self-image or identity not traditionally associated with biological sex. (5-1201(i)).	An individual's actual or perceived (by the individual or another) gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics regardless of the individual's designated sex at birth. (5-801(g)).	The actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth. (615.010). *[Same as Prairie Village, but omits "(by the individual or another)".]*	The actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth. (35-50(d)). *[Same as Mission.]*

CITY:	Roeland Park	Prairie Village	Mission	Merriam
Hearing officer	Person appointed by the Mayor, with approval of the City Council, who is charged with determining the validity of alleged violations of this article, and upon determining that a violation has occurred, assessing appropriate damages, penalties and/or costs as provided in this article. (5-1201(*l*)).	City of Prairie Village Municipal Judge. (5-801(h)).	A person appointed by the Mayor, with approval of the City Council, who is charged with determining the validity of alleged violations of this Chapter, and upon determining that a violation has occurred, assessing appropriate damages, penalties, and/or costs, as provided in this Chapter. (615.010).	An individual appointed by the mayor, with the consent of the city council, who is charged with determining the validity of alleged violations of this article, and upon determining that a violation has occurred, assessing appropriate damages, penalties, and/or costs, as provided in this article. (35-50(e)).
Investigator	One or more persons appointed by the Mayor, with the approval of the City Council, who shall be charged with investigating alleged violations of this article. (5-1201(k)).	City of Prairie Village Prosecutor. (5-801(i)).	One or more persons appointed by the Mayor, with the approval of the City Council, who shall be charged with investigating alleged violations of this Chapter. If the person charged with violating the provisions of this Chapter is the City, the investigator shall not otherwise be an employee, agent, or contractor of the City. (615.010). *[Prairie Village and Merriam include last sentence in different location in NDO.]*	An individual(s) appointed by the mayor, with the consent of the city council, who shall be charged with investigating alleged violations of this article. (35-50(f)).
Military status	Person who is serving or has served in the uniformed services, and who, if discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2), or amendments thereto. Uniformed services is defined as set forth in 20	Not defined. *["Member of the military" is defined in Discrimination Against Military Personnel Act which is incorporated in NDO by opening paragraph of Definitions section.]*	A person who is serving or has served in the uniformed services, and who, if discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2), or amendments thereto. "Uniformed services" is defined as set forth in 20 CFR	Not defined. *[Same note as Prairie Village.]*

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	C.F.R. 1002.5(o), or amendments thereto. (5-1201(j)).		1002.5(o), or amendments thereto. (615.010).	
Nonprofit fraternal or social association/ corporation	Not defined.	An association or corporation that meets all of the following requirements: 1. it is organized in good faith for social or fraternal purposes; 2. membership entails the payment of bona fide initiation fees or regular dues; 3. there exists a regularly established means of self-government by the members thereof clearly set forth in a constitution or by-laws adopted by the membership; 4. there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and 5. it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other	An association or corporation that meets all of the following requirements: 1. It is organized in good faith for social or fraternal purposes; 2. Membership entails the payment of bona fide initiation fees or regular dues; 3. There exists a regularly established means of self-government by the members thereof clearly set forth in a constitution or bylaws adopted by the membership; 4. There is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and 5. It is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other	An association or corporation that meets all of the following requirements: 1. it is organized in good faith for social or fraternal purposes; 2. membership entails the payment of bona fide initiation fees or regular dues; 3. there exists a regularly established means of self-government by the members; 4. there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and 5. it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.

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		than the membership as a whole. (5-801(j)).	than the membership as a whole. (615.010). *[Same as Prairie Village.]*	(35-50(g)). *[Same as other cities, but requirement (3) does not require constitution or by-laws adopted by the membership.]*
Person	Individual, corporation, partnership, association, labor organization, legal representative, mutual company, joint-stock company, trust, unincorporated organization, trustee, trustee in bankruptcy, receiver and fiduciary. (5-1201(f)).	Not defined. *[Term is defined in Kansas Acts Against Discrimination which is incorporated in NDO by opening paragraph of Definitions section.]*	Not defined. *[Same note as Prairie Village.]*	Not defined. *[Same note as Prairie Village.]*
Place of public accommodation	Shall include every business within the City, whether wholesale or retail, which is open to the general public and offers, for compensation, any product, service or facility. The term place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with more than 4 tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof.	Shall include every establishment within the city that is open to the public and offers any product, service or facility. The term place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with 1 or more tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. The term place of public accommodation shall not, however, include: (1) a religious	Includes every establishment within the City that is open to the public and offers any product, service, or facility. The term "place of public accommodation" shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with more than 4 tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. This shall not, however, apply to any hotel, motel, restaurant or theater operated by	Every establishment with the city that is open to the public and offers any product, service, or facility. The term "place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment house with more than 4 tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. The term "place of public accommodation" shall not, however, include: (1) a religious

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	This shall not, however, apply to any hotel, motel, restaurant or theater operated by a bona fide private club not conducted for the purpose of evading this article when the accommodations, advantages, facilities and services are restricted to the members of such club and their guests; nor to any bona fide social, fraternal, educational, civic, political or religious organization, when the profits of such accommodations, advantages, facilities and services, above reasonable and necessary expenses, are solely for the benefit or mission of such organization. (5-1201(b)).	organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation which restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission. (5-801(k)).	a bona fide private club not conducted for the purpose of evading this Chapter when the accommodations, advantages, facilities and services are restricted to the members of such club and their guests; nor to any bona fide social, fraternal, civic, political or religious organization, when the profits of such accommodations, advantages, facilities and services, above reasonable and necessary expenses, are solely for the benefit or mission of such organization. (615.010). *[Same first sentence as Prairie Village, but otherwise same as Roeland Park.]*	organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation that restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/ corporation, or bona fide civic, political, or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission. (35-50(h)). *[Same as Prairie Village, but applies to apartment houses with 4 or more tenant units.]*
Religious organization	Not defined.	A church, mosque, temple, synagogue, or other entity principally devoted to religious practice or religious teaching. (5-801(*l*)).	A church, mosque, temple, synagogue, or other entity principally devoted to religious practice or religious teaching. (615.010).	A church, mosque, synagogue, temple, nondenominational ministry, interdenominational and ecumenical organization, mission organization, faith-based social agency, or other entity principally devoted to the study, practice, or advancement of religion. (35-50(i)).
Rent	To lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises not owned by the occupant. (5-1201(d)).	To lease, to sublease, to let or otherwise to grant the right to occupy premises not owned by the occupant in exchange for	To lease, to sublease, to let, or otherwise to grant for a consideration the right to occupy premises not owned by the occupant in exchange for	To lease, to sublease, to let, or otherwise to grant for a consideration the right to occupy premises not owned by the occupant. (35-50(j)).

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		payment or other consideration. (5-801(m)).	payment or other consideration. (615.010).	
Rental housing	Any real property consisting of more than 4 dwelling units, which is required to obtain a license or permit pursuant to the provisions of Article 7 *[Rental Housing]* of Chapter 5 of the Code. (5-1201(c)).	Any real property, consisting of more *[sic]* one or more dwelling units, which is required to obtain a license or permit pursuant to the provisions of Chapter 5 of the Code. (5-801(n)).	Any real property, consisting of more than 4 dwelling units, which is required to obtain a license or permit pursuant to the provisions of Section 635.030 *[License Requirement for Rental Dwellings]* of the Code. (615.010).	Any real property consisting of more than 4 dwelling units, which is required to obtain a license or permit pursuant to the provisions of Chapter 14 of the Merriam Code. (35-50(k)).
Respondent	Not defined.	The individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the city. (5-801(o)).	The individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the City. (615.010).	Individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the city. (35-50(*l*)).
Sexual orientation	An individual's real orientation or orientation perceived by another as heterosexual, homosexual, bisexual or asexual. (5-1201(h)).	An individual's actual or perceived (by the individual or another) emotional, romantic, or sexual attraction to other people, such as heterosexual, homosexual, bisexual, pansexual or asexual. (5-801(p)).	An individual's actual orientation or orientation perceived by another as heterosexual, homosexual, bisexual, or asexual. (615.010(q)).	An individual's perceived or actual emotional, romantic, or sexual attraction to other people. It can be described as, but not limited to, heterosexual, homosexual, bisexual, or asexual. (35-50(m)).
DECLARATION OF POLICY	Not specified.	The right of an otherwise qualified individual to be free from discrimination because of that individual's race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is hereby recognized. This right shall include, but not be limited to, any of the following:	The right of an otherwise qualified individual to be free from discrimination because of that individual's real or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is hereby recognized. This right shall	The right of an otherwise qualified individual to be free from discrimination because of that individual's age, race, religion, color, sex, sexual orientation, national origin or ancestry, gender identity, disability, military status, genetic information, marital status, or familial status is hereby recognized. This right

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		1. The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination. 2. The right to the full enjoyment of any of the services, advantages or privileges of any place of public accommodation without wrongful discrimination. 3. The right to engage in property transactions, including obtaining housing for rent or purchase and credit therefor, without wrongful discrimination. 4. The right to exercise any right granted under this ordinance without retaliation. To protect these rights, it is hereby declared to be the purpose of this article to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity and to provide a local process for the acceptance, investigation and resolution of complaints of discrimination and retaliation relating to sexual orientation	include, but not be limited to, any of the following: 1. The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination. 2. The right to the full enjoyment of any of the services, advantages, or privileges of any place of public accommodation without wrongful discrimination. 3. The right to engage in property transactions, including obtaining housing for rent or purchase and credit therefor, without wrongful discrimination. 4. The right to exercise any right granted under this Chapter without suffering coercion or retaliation. (615.020). *[Same as Prairie Village, but first paragraph applies "real or perceived" to the list of categories, and also adds ancestry. Does not include*	shall include, but not be limited to, any of the following: 1. The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination. 2. The right to the full enjoyment of any of the services, advantages, or privileges of any place of public accommodation without wrongful discrimination. 3. The right to engage in property transactions, including obtaining housing for rent or sale and credit therefor, without wrongful discrimination. 4. The right to exercise any right granted under this ordinance without retaliation. To protect these rights, it is hereby declared to be the purpose of this article to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity and to provide a local process for the acceptance, investigation and

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		and/or gender identity arising hereunder. (5-802).	*paragraph declaring purpose of the NDO.]*	resolution of complaints of discrimination and retaliation relating to sexual orientation and/or gender identity arising hereunder. (35-51). *[Same as Prairie Village, but first paragraph adds ancestry and genetic information to the list of categories.]*
UNLAWFUL PRACTICES: ***Employment***	It shall be an unlawful discriminatory practice for a business, because of the race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status of an any person to refuse to hire or employ such person, to bar or discharge such person from employment or to otherwise discriminate against such person in compensation or in terms, conditions or privileges of employment; to limit, segregate, separate, classify or make any distinction in regards to employees; or to follow any employment procedure or practice which, in fact, results in discrimination, segregation or separation without a valid business necessity. (5-1202(a)).	It shall be an unlawful discriminatory practice for an employer, because of the sexual orientation or gender identity of an otherwise qualified individual, to refuse to hire or employ such individual, to bar or discharge such individual from employment or to otherwise discriminate against such individual in compensation or in terms, conditions or privileges of employment without a valid business necessity. This article shall not apply to employment by a religious organization that consists of religious teaching, ministry, or other religious duties or practices. (5-803(a)).	It shall be an unlawful discriminatory practice for an employer, because of the race, religion, color, sex, disability, marital status, familial status, national origin, ancestry, sexual orientation, gender identity, or military status of any otherwise qualified individual to refuse to hire or employ such individual, to bar or discharge such individual person from employment, or to otherwise discriminate against such individual in compensation or in terms, conditions, or privileges of employment; to limit, segregate, classify, or make any distinction in regards to employees; or to follow any employment procedure or practice which, in fact, results in discrimination, or segregation without a valid business necessity. This Chapter shall not apply to employment by a religious organization that	It shall be an unlawful discriminatory practice for an employer, because of the sexual orientation or gender identity of any individual to refuse to hire or employ such individual, to bar or discharge such individual from employment, or to otherwise discriminate against such person in compensation or in terms, conditions or privileges of employment; to limit, segregate, separate, classify, or make any distinction in regards to employees; or to follow any employment procedure or practice which, in fact, results in discrimination, or segregation without a valid business necessity. (35-52(a)). *[Same as Roeland Park, but only applies to sexual orientation or gender identity.]*

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			consists of religious teaching, ministry, or other religious duties or practices. (615.030.A). *[Same as Roeland Park, but includes exclusion for religious organizations in last sentence of Prairie Village NDO, which is inconsistent with Mission's definition of "employer" that excludes religious organizations.]*	
Housing	It shall be an unlawful discriminatory practice for a business to discriminate against any person in the terms, conditions or privileges of sale or rental of real property or rental housing, or in the provision of services or facilities in connection therewith, because of race, religion, color, sex, disability, familial status, national origin, ancestry, sexual orientation, gender identity or military status, or to discriminate against any person in such person's use or occupancy of rental housing because of the race, religion, color, sex, disability, familial status, national origin, ancestry, sexual orientation, gender identity, or military status of the people	It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions or privileges of the sale or lease of real property or the lease of rental housing, or in the provision of services or facilities in connection therewith, because of sexual orientation or gender identity or to discriminate against any individual in such individual's use or occupancy of rental housing because of the sexual orientation or gender identity of individuals with whom such individual associates. Nothing in this article shall prohibit a religious organization or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious	It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions, or privileges of sale or rental of real property or rental housing, or in the provision of services or facilities in connection therewith, because of race, religion, color, sex, disability, marital status, familial status, national origin, ancestry, sexual orientation, gender identity, or military status, or to discriminate against any individual in such individual's use or occupancy of rental housing because of the race, religion, color, sex, disability, marital status, familial status, national origin ancestry, sexual orientation, gender identity, or military status of the people	It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions or privileges of sale or lease of real property or lease of rental housing, or in the provision of services or facilities in connection therewith, because of sexual orientation or gender identity or to discriminate against any individual in such individual's use or occupancy of rental housing because of the sexual orientation or gender identity of individuals with whom such individual associates. (35-52(b)). *[Same as Prairie Village, but exclusion in last sentence is located elsewhere in NDO.]*

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	with whom such person associates. (5-1202(b)).	organization, from limiting the sale, rental or occupancy of real property or rental housing which it owns or operates for other than a commercial purpose to individuals of the same religion, or from giving preference to such individuals. (5-803(b)).	with whom such individual associates. (615.030.B). *[Same as Roeland Park, but applies to individuals or entities rather than businesses.]*	
Public Accommodation	It shall be an unlawful discriminatory practice for any business, as defined herein being the owner, operator, lessee, manager, agent or employee of any place of public accommodation, to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, and accommodations to any person as covered by this article because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status. Notwithstanding the above, nothing in this article shall be construed to prevent any business as defined in this article from offering, affording or providing any additional benefit or additional discount to a person because of such person's military status. (5-1202(c)).	It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent or employee of any place of public accommodation to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages and accommodations to any individual because of sexual orientation or gender identity. (5-803(c)).	It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent, or employee of any place of public accommodation, to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, and accommodations to any individual as covered by this Chapter because of race, religion, color, sex, disability, marital status, familial status, national origin, ancestry, sexual orientation, gender identity, or military status. Notwithstanding the above, nothing in this Chapter shall be construed to prevent any business as defined in this Chapter from offering, affording, or providing any additional benefit or additional discount to a person because of such person's military or senior citizen status. (615.030.C). *[Same as Roeland Park, but exclusion in last sentence*	It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent or employee of any place of public accommodation to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages and accommodations to any individual because of sexual orientation or gender identity. (35-52(c)). *[Same as Prairie Village.]*

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			applies to senior citizens as well as military.]	
Defenses	None specified.	It shall be a defense to any allegation of an unlawful discriminatory practice: 1. that the individual or entity did not know the aggrieved individual's sexual orientation or gender identity. 2. that the individual or entity acted in good faith and had reasonable grounds for believing that an act or omission was not a violation of this ordinance. 3. that any adverse action taken against the aggrieved individual would have been taken regardless of the individual's sexual orientation or gender identity (i.e. the aggrieved individual violated the law, a workplace rule, a lease provision or policy applicable to all similarly situated individuals, such as employees, lessees, customers, etc.). (5-803(d)).	None specified.	None specified.

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Limitations:	1. Nothing in this article shall be construed to mean that a business shall be forced to hire unqualified or incompetent personnel, or discharge qualified or competent personnel. (5-1202(d)). 2. Nothing in this article shall prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of Federal, State, or local law. (5-1202(e)). 3. Nothing in this article shall prohibit a religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of real property which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such	Nothing in this article shall: 1. prohibit a fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodging to its members or from giving preference to its members. *[Similar to Roeland Park #4.]* 2. prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of Federal, State, or local law. *[Same as Roeland Park #2.]* 3. require an employer to hire unqualified individuals or to retain employees when there is a legitimate non-discriminatory or non-retaliatory reason to terminate employment. *[Similar to Roeland Park #1.]*	Nothing in this Chapter shall: 1. Be construed to mean that an employer shall be forced to hire unqualified or incompetent personnel, to be forced to discharge qualified or competent personnel, or to be forced to retain personnel when there is a legitimate non-discriminatory or non-retaliatory reason to terminate employment. *[Similar to Roeland Park #1, Prairie Village #3.]* 2. Nothing in this Chapter shall be construed to prohibit a business from requiring all of its employees, as a requirement of employment, to utilize the business' applicable established internal human resource procedure(s) to report any allegation of discrimination in the workplace. The enforcement by an employer of any such requirement shall not, in itself, be deemed a violation of this Chapter. However, nothing in this Chapter shall be construed to require an employee to utilize the	Nothing in this article shall: 1. prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of federal, state, or local law. *[Same as Roeland Park #2, Prairie Village #2, Mission #3.]* 2. prohibit a religious organization from limiting the sale, rental or occupancy of real property which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons. *[Similar to Roeland Park #3, Mission #4.]* 3. Nor shall anything in this article prohibit a nonprofit fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodging that it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodging

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	persons, unless membership in such religion is restricted on account of race, color, national origin or ancestry. (5-1202(f)). 4. Nor shall anything in this article prohibit a nonprofit private club in fact not open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members. (5-1202(f)). 5. Nothing in this article shall be construed to require any entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law. Any construction after enactment of this article shall ensure individual privacy in all restrooms, public shower spaces and dressing rooms. (5-1202(g)).	4. be construed to prohibit an employer from requiring all of its employees, as a condition of employment, to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that employer requires an employee to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, an employee may simultaneously file a complaint with the city as provided in this ordinance; completion of the employer's procedures is not a pre-requisite to filing a complaint with the city. 5. be construed to require any person or entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law. *[Same as Roeland*	employer's internal human resource procedure(s) as a prerequisite to filing a complaint for the alleged violation of this Chapter. *[Similar to Prairie Village #4.]* 3. Nothing in this Chapter shall prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of Federal, State, or local law. *[Same as Roeland Park #2, Prairie Village #2.]* 4. Nothing in this Chapter shall prohibit a religious organization, association, or society, or any non-profit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental, or occupancy of real property which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons.	to its members or from giving preference to its members. *[Similar to Roeland Park #4, Prairie Village #1, Mission #5.]* 4. be construed to prohibit an employer from requiring all of its employees, as a condition of employment, to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that employer requires an employee to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, an employee may simultaneously file a complaint with the city as provided in this ordinance; completion of the employer's procedures is not a pre-requisite to filing a complaint with the city. *[Same as Prairie Village #4, similar to Mission #2.]*

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		Park #5, excluding highlighted sentence.] 6. be construed to prohibit an employer or place of public accommodation to post signs for restrooms and dressing rooms based on gender. 7. be construed to make it lawful to discriminate or retaliate against individuals on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status, or military status. Such discrimination and retaliation is not addressed in this article because federal and state law consistently address unlawful discriminatory and retaliatory practices related to those characteristics and provide a complaint, investigation and enforcement process for such discrimination and retaliation. (5-803(e)).	*[Same as Roeland Park #3 but omits highlighted language.]* 5. Nor shall anything in this Chapter prohibit a nonprofit private club in fact not open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members. *[Same as Roeland Park #4, similar to Prairie Village #1.]* 6. Nothing in this Chapter shall be construed to require any entity subject to this Chapter to make changes requiring a building permit to any existing facility, except as otherwise required by law. *[Same as Roeland Park #5, excluding highlighted sentence; same as Prairie Village #5.]* (615.030.D).	5. be construed to require any entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law. *[Similar to Roeland Park #5, excluding highlighted sentence, Prairie Village #5, Mission #6.]* 6. be construed to make it lawful to discriminate or retaliate against individuals on the basis of age, race, religion, color, sex, national origin or ancestry, disability, military status, genetic information, marital status or familial status. Such discrimination and retaliation are not addressed in this article because federal and state law consistently address unlawful discriminatory and retaliatory practices related to those characteristics and provide a complaint, investigation and enforcement process for such discrimination and retaliation. *[Similar to Prairie Village #7.]* (35-52(d)).

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ENFORCEMENT: ***Complaint Form***	Any person aggrieved by an alleged violation of this article may file a complaint with the City Clerk on a form to be provided by the City. (5-1203(a)).	An aggrieved individual may file a written, verified complaint that the individual has been, or is being, subject to an alleged unlawful discriminatory practice set forth in this article personally or through an attorney (or if a minor, through the minor's parent, legal guardian or attorney) by completing and signing the form provided by the city. The complaint form shall state the names and contact information of the aggrieved individual, the individual(s) and/or entity/entities alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required by the form provided by the city. The city is to provide the complaint form without charge. (5-804(a)).	An aggrieved individual may file a complaint that the person has been, or is being, discriminated against by an alleged unlawful discriminatory practice set forth in this Chapter on the individual's own behalf or through an attorney; or, if a minor, through the individual's parent or legal guardian or attorney; by completing and signing the form provided by the City. The complaint form shall state the names and contact information of the aggrieved person, the person(s) alleged to have committed the unlawful discriminatory practice(s), and the respondent; shall describe the unlawful act or discriminatory practice; and shall include all other information as may be required by the City. (615.040.A).	An aggrieved individual may file a written complaint with the city clerk that the individual has been, or is being, subject to an alleged unlawful discriminatory practice set forth in this article personally or through an attorney (or if a minor, through the minor's parent, legal guardian or attorney) by completing and signing the form provided by the city. The complaint form shall state the names and contact information of the aggrieved individual, the individual(s) and/or entity/entities alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required by the form provided by the city. The city will provide the complaint form without charge. (35-53(a)).
Referral of Complaint	The complaint shall be referred to a mediator for non-binding mediation. Participation in mediation shall be voluntary on the part of the person charged with violating this article. The mediator shall either be a person agreed upon by the complainant and the person accused of the violation or, if no such agreement can be	The complaint form shall be submitted to the investigator via hand-delivery, certified mail, email or fax, and shall only be considered complete if all information required by the city's form has been provided to the extent such information is reasonably available to the aggrieved individual. (5-804(b)).	The complaint form shall be submitted to an investigator, and shall only be considered complete if all information requested has been provided to the extent such requested information is reasonably available to the aggrieved individual. (615.040.B).	The complaint form shall be submitted to the investigator and shall be considered complete if all information required by the city's form has been provided to the extent such requested information is reasonably available to the aggrieved individual. (35-53(b)).

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	reached within a reasonable time following the filing of the complaint, a person selected by the City to serve as the mediator. Any fees charged by the mediator shall be split equally between the parties, unless at the conclusion of the mediation, the mediator assesses the costs of mediation in some other manner. (5-1203(a)). Any mediation hereunder shall be conducted in accordance with procedures to be established by the mediator. (5-1203(b)).			
Time for Filing Complaint	Any such complaint must be filed within 60 days after the alleged act of discrimination. (5-1203(a)).	The complaint form must be filed within 60 days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within 60 days of the last act of discrimination. (5-804(c)).	The complaint form must be filed within 60 days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within 60 days of the last act of discrimination. (615.040.C).	A completed complaint form must be filed within 60 days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within 60 days of the last act of discrimination. (35-53(c)).
Answer by Respondent	No provision.	Upon receipt of a complete complaint, the investigator shall notify the respondent(s) of the complaint, providing sufficient details related to the complaint so the respondent(s) may respond. The investigator shall give the respondent(s) 30 days	On receipt of a completed complaint, the investigator shall notify the respondent of the complaint, providing sufficient details related to the complaint so that the respondent may respond. The investigator shall give the respondent a specific	Upon receipt of a completed complaint, the investigator shall notify the respondent(s) of the complaint, providing sufficient details related to the complaint so the respondent(s) may respond. The investigator shall give the respondent(s) 30 days

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		to file a written answer to the complaint, and to provide any documentation or evidence related to the complaint. The investigator may, at the request of respondent(s), extend the answer period an additional 30 days. If the respondent(s) charged with violating the provisions of this article is the city, the city will engage an independent investigator who shall not otherwise be an employee, agent, or contractor of the city and shall not have any association with the complainant or the respondent(s). (5-804(d)).	date by which to file an answer to the complaint and provide any documentation or evidence related to the complaint. The investigator may, at the respondent's request, extend the answer period to a date certain as the investigator deems appropriate. (615.040.D).	to file a written answer to the complaint and provide any documentation or evidence related to the complaint. The investigator may, at the request of respondent(s), extend the answer period for an additional 30 days. If the respondent(s) charged with violating the provisions of this article is the city, the city will engage an independent investigator who shall not otherwise be an employee, agent, or contractor of the city and shall not have any association with the complainant or the respondent(s). (35-53(d)).
Investigation	If, within 15 days of the conclusion of the mediation, either party notifies the City Clerk in writing that such person is dissatisfied with the results of the mediation, or if the person charged with violating the provisions of this article elects not to participate in mediation, the complaint shall be referred to the Investigator for investigation. (5-1203(c)).	Following the conclusion of the answer period, the investigator may initiate an investigation period, requesting that the complainant and/or respondent(s) provide additional information, documentation or testimony as needed to facilitate the investigation of the complaint. The investigator shall have the power to issue process and compel the production of documents. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances. This investigation period shall be concluded within 60 days of the investigator's last request for	Following the conclusion of the answer period the investigator may initiate further investigation, requesting the complainant and/or respondent to provide additional information, documentation or statements as needed to facilitate the investigation of the complaint. The investigator shall have the power to issue process and compel the production of documents and information. Such process shall be executed by the Chief of Police and shall be enforced as in all cases of City ordinances. This investigation period shall be completed within a	Following the conclusion of the answer period, the investigator may initiate an investigation period, requesting that the complainant and/or respondent(s) provide additional information, documentation or testimony as needed to facilitate the investigation of the complaint. This investigation period shall be completed with a reasonable period of time following the submission of additional information, documentation or testimony. (35-53(e)).

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		information, unless the investigator notifies the complainant and the respondent(s) in writing of the need for additional time and reason(s) therefore. (5-804(e)).	reasonable period of time following the submission of additional information, documentation or statements. (615.040.E).	
Investigator Determination	After initial investigation by the Investigator or such person as may be assigned to investigate the complaint by the Investigator, the Investigator shall make a determination whether there is sufficient evidence of discrimination to conduct a hearing on the complaint. (5-1203(d)).	Within 30 days of the conclusion of the investigation period, the investigator will review all evidence received during the investigation and make a determination whether probable cause exists that the respondent(s) committed an unlawful discriminatory practice. (5-804(f)).	Upon the conclusion of the investigation, the investigator will review all information provided and make a determination whether or not probable cause exists that the respondent committed an unlawful discriminatory practice. (615.040.F).	Upon the conclusion of the investigation period, the investigator will review all evidence received during the investigation and make a determination whether probable cause exists that the respondent(s) committed an unlawful discriminatory practice. (35-53(f)).
No Probable Cause	If the Investigator determines that there is not sufficient evidence of discrimination to conduct a hearing on the complaint, the complaint shall be dismissed and the fees of the Investigator for investigation of the complaint shall be assessed against the complainant. (5-1203(d)).	If the investigator finds that probable cause does not exist, then the investigator shall notify the complainant and the respondent(s), and no further action shall be taken by the city. The complainant may appeal the investigator's determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the investigator's written determination and a	If the investigator finds that probable cause did not exist, then the investigator shall notify the complainant and respondent, and no further action shall be taken by the City. (615.040.F).	If the investigator finds that probable cause does not exist, then the investigator shall notify the complainant and the respondent(s), and no further action shall be taken by the city. The complainant may appeal the investigator's determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the investigator's written determination and a

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		certified copy of all evidence received by the investigator during the investigation. (5-804(g)).		certified copy of all evidence received by the investigator during the investigation. (35-53(g)).
Probable Cause Exists	Upon a finding of sufficient evidence to warrant a hearing and upon reasonable notice to the complainant and the person charged with violating the provisions of this article, the Investigator shall refer the matter to the Hearing Officer who shall conduct a hearing on the complaint. (5-1203(d)).	If the investigator finds that probable causes exists that an unlawful discriminatory practice was committed by respondent(s), the investigator shall not notify the complainant and respondent(s) and request conciliation and settlement. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within 60 days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing. The investigator may extend the time for signing a settlement agreement for good cause and with written notice to the parties. (5-804(h)).	If the investigator finds that probable cause exists that an unlawful discriminatory practice was committed by the respondent, the investigator will attempt to conciliate and settle the complaint between the parties. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within 60 days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing. (615.040.F).	If the investigator finds that probable causes exists that an unlawful discriminatory practice was committed by respondent(s), the investigator shall notify the complainant and respondent(s) and request conciliation and settlement. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within 60 days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing. The investigator may extend the time for signing a settlement agreement for good cause and with written notice to the parties. Any fees charged by the investigator for investigating the alleged violations of this article shall be split equally between the parties, unless the investigator determines that the circumstances warrant assessing the costs in some other manner. (35-53(h)).
Hearing	At such hearing, the parties and the Investigator shall be entitled to call witnesses and to present such other evidence as	If the investigator has determined that probable cause exists that the respondent(s) committed an unlawful	Upon referral to the hearing officer, the hearing officer shall schedule a hearing on the complaint. The hearing officer	Upon referral to the hearing officer, the hearing officer shall schedule a hearing on the complaint. The parties shall be

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	appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the Hearing Officer, but the rules of evidence used in courts of law need not be strictly enforced. (5-1203(d)).	discriminatory practice against the complainant, and the complaint could not be conciliated and settled within 60 days of the date of such determination (or the last day of any extension, whichever is later), the complaint shall be set for a hearing before the hearing officer. The parties will be given at least 10 days' written notice of the date, time and place of the hearing. At such hearing, the parties shall be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. The hearing officer shall have the power to administer oaths and to issue process and compel the attendance of any party or witness. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances. (5-804(i)).	shall have the power to administer oaths and to issue process and compel the attendance of any party or witness. Such process shall be executed by the Chief of Police and shall be enforced as in all cases of City ordinances. At such hearing, the parties and the investigator shall be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. (615.040.G).	given at least 10 days' written notice via certified mail of the date, time, and place of the hearing. At such hearing, the parties and the investigator shall be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. (35-53(i)).
Finding	Following the conclusion of the hearing, the Hearing Officer may announce a determination or may take the matter under advisement for determination at	The hearing officer shall issue a written determination within 10 days of the date of the hearing. The determination shall indicate whether the preponderance of	Following the conclusion of the hearing, the hearing officer may announce a determination or may take the matter under advisement for determination at	Following the conclusion of the hearing, the hearing officer may announce a determination or may take the matter under

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	a later date. Any determination of the Hearing Officer shall be in writing, shall be based upon the preponderance of the evidence and shall set forth the essential elements of the determination. (5-1203(d)).	the evidence proves that respondent committed the unlawful discriminatory practice against the complainant. (5-804(i)).	a later date. Any determination of the hearing officer shall be in writing, shall be based upon the preponderance of the evidence, and shall set forth the essential elements of the determination. (615.040.G).	advisement for determination at a later date. (35-53(i)). Any determination of the hearing officer shall be in writing, shall be based upon the preponderance of the evidence, and shall set forth the essential elements of the determination. (35-53(j)).
Penalty	If the Hearing Officer finds that a violation of this article has occurred, the Hearing Officer may award to the complainant actual damages, or a civil penalty in the amount of $500, whichever is greater, for each violation. In addition, the Investigator's fees and the Hearing Officer's fees shall be assessed to the non-prevailing party unless the Hearing Officer determines that the circumstances warrant assessing the costs in some other manner. (5-1203(d)).	If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of up to $1,000, whichever is greater, for each violation. Each party is to bear their own attorneys' fees, if any. (5-804(i)).	If the hearing officer finds that a violation of this Chapter has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of $1,000, whichever is greater, for each violation. In addition, the investigator's fees and the hearing officer's fees shall be assessed to the non-prevailing party unless the hearing officer determines that the circumstances warrant assessing the costs in some other manner. (615.040.H).	If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of $1,000, whichever is greater, for each violation. Each party is to bear their attorneys' fees, if any. The investigator's fees for participating in the hearing and the hearing officer's fees, if any, shall be assessed to the non-prevailing party unless the hearing officer determines that the circumstances warrant assessing the costs in some other manner. (35-53(j)).
Appeal	Any person aggrieved by a determination of the Hearing Officer under this section or any determination of insufficient evidence to warrant a hearing made by the Investigator, may appeal that determination to the District	Any party aggrieved by a determination of the hearing officer under this section may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30	Any individual aggrieved by a determination of the hearing officer under this Section or any determination of insufficient evidence to warrant a hearing made by the Investigator, may appeal that determination to the District Court of Johnson	Any person aggrieved by a determination of the hearing officer under this section may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30

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	Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. On appeal, the district court may enter such order or judgment as justice shall require, and may award court costs and reasonable attorney fees to the prevailing party. (5-1203(e)).	days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the written determination of the hearing officer and a certified copy all evidence presented at the hearing. On appeal, the district court may enter such order or judgment as justice shall require, and may award the prevailing party court costs and reasonable attorney fees incurred to prosecute or defend the appeal. (5-804(j)).	County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the City shall transmit to the court the original or a copy of the written determination of the hearing officer and all documents or evidence considered by the hearing officer in considering the complaint or rendering the written determination. On appeal, the district court may enter such order or judgment as justice shall require, and may award court costs and reasonable attorney fees to the prevailing party. (615.040.I).	days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the written determination of the hearing officer and a certified copy all evidence presented at the hearing. On appeal, the district court may enter such order or judgment as justice shall require, and may award court costs and reasonable attorney fees incurred to prosecute or defend the appeal to the prevailing party. (35-53(k)).
Preservation of Evidence	No provision.	The investigator will maintain all evidence received during the investigation for a period of 2 years after the deadline for appeal or completion of appeal, whichever is later. (5-804(f)). The hearing officer shall preserve all evidence presented at the hearing for a period of 2 years after the deadline for appeal or completion of appeal, whichever is later. (5-804(i)).	The investigator shall maintain all evidence received during the investigation for a period of 2 years after the deadline for appeal or completion of appeal, whichever is later. (615.040.F). The hearing officer shall preserve all evidence presented at the hearing for a period of 2 years after the deadline for appeal or completion of appeal, whichever is later. (615.040.J).	No provision.

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Other Law	The filing of a complaint for the alleged violation of this article shall in no way preclude any person from seeking other relief under state or federal law. (5-1203(f)).	The filing of a complaint for the alleged violation of this article or a response thereto shall in no way preclude any party from seeking other relief under state or federal law. (5-804(k)).	The filing of a complaint for the alleged violation of this Chapter shall in no way preclude any person from seeking other relief under state or Federal law. Further, due to the existence of state and Federal legal processes to address allegations of discrimination based on race, religion, color, sex, disability, familial status, national origin, ancestry, or military status, the City will direct those seeking to file a complaint for the alleged violation of this Chapter arising out of discrimination based on race, religion, color, sex, disability, familial status, national origin, ancestry, or military status of the appropriate state or Federal agency in which such complaints may be filed. (615.040.K).	The filing of a complaint for the alleged violation of this article shall in no way preclude any individual from seeking other relief under state or federal law. (35-53(*l*)).
False Accusations	No provision.	Any individual making false, malicious, or unfounded accusations against an entity subject to this ordinance is guilty of a violation and upon conviction thereof shall be punished by a fine of $100 for each such violation. (5-804(*l*)).	No provision.	No provision.
Severability	Should any section, subsection, sentence, clause or phrase of this article, or the application thereof to any person or	Should any section, subsection, sentence, clause or phrase of this article, or the application thereof to any person or circumstance,	Should any section, subsection, sentence, clause, or phrase of this Chapter, or the application thereof to any individual or	If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid, such

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	circumstance, be declared to be unconstitutional or invalid or unenforceable, such determination shall not affect the validity of the remaining portions of this article. (5-1204).	be declared to be unconstitutional or invalid or unenforceable, such determination shall not affect the validity of the remaining portions of this article. (5-805).	circumstance, be declared to be unconstitutional or invalid or unenforceable, such determination shall not affect the validity of the remaining portions of this Chapter. (615.050).	invalidity shall not affect the validity of the remaining portions of this Ordinance and the Governing Body hereby declares that it would have passed the remaining portions of this Ordinance if it would have known that such part or parts thereof would be declared invalid. (Ordinance No. 1794).

ORDINANCE NO. 979

AN ORDINANCE RELATED TO NONDISCRIMINATION, AMENDING AND REPEALING EXISTING CHAPTER V, ARTICLE 12, SECTIONS 5-1201; 5-1202; 5-1203; AND 5-1204 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; AND PROVIDING SUBSTITUTE PROVISIONS THEREFOR.

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

WHEREAS, Roeland Park is a community that respects and actively seeks to welcome and protect all those who reside, visit, or do business in our community; and,

WHEREAS, the governing body finds that providing protection against wrongful discrimination contributes to the creation of a diverse, welcoming community that promotes harmony and mutual respect, and otherwise promotes the health, safety and welfare of the citizens of Roeland Park; and,

WHEREAS, the governing body finds that discrimination based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is wrongful discrimination and inconsistent with the community's goals and values; and,

WHEREAS, local, state and federal laws provide protection against discrimination against certain classes of individuals in housing and state and federal laws provide protection against discrimination against certain classes of individuals in employment and public accommodations, and such laws provide a complaint and enforcement process for violations; and,

WHEREAS, in some instances, current state and federal employment, housing and/or public accommodation laws have been interpreted to exclude protection against discrimination and retaliation on the basis of sexual orientation and gender identity, thereby precluding the use of the complaint and enforcement process outlined therein; and,

WHEREAS, the City of Roeland Park desires to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity, giving these characteristics the same protection state and federal law already consistently provides with respect to race, color, religion, national origin, sex, age, disability, marital status, familial status, and military status and to provide a complaint and enforcement process to effectuate protections not available under current state and federal laws.

SECTION 1. Chapter V, Article 12, Sections 5-1201; 5-1202; 5-1203; and 5-1204 of the City of Roeland Park, Kansas is hereby amended to read as follows:

CHAPTER V. – BUSINESS REGULATIONS

ARTICLE 12. – Prohibited Discrimination in Employment, Housing, and Public Accommodations.

5-1201. <u>Definitions.</u>

The definitions contained within the Kansas Acts Against Discrimination, K.S.A. 44-1001 et seq., the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 et seq., and the Discrimination Against Military Personnel Act, K.S.A. 44-1125 et seq., and amendments thereto, shall apply to this article unless specifically defined herein. For purposes of this article, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

(a) *Aggrieved individual* means any individual who has a good faith belief that such individual has been injured by an unlawful discriminatory practice.

(b) *City* means the City of Roeland Park, Kansas.

(c) *Code* means the Code of the City of Roeland Park, Kansas.

(d) *Days* means calendar days. If a deadline falls on a day city hall is not open (e.g. a weekend, a holiday recognized by the city, emergency closure) the deadline will be extended to the next day city hall is open.

(e)*Employee* means any individual employed by an employer, but does not include any individual employed by such individual's parents, spouse or child or in the domestic service of any individual. Employee also does not include an independent contractor.

(f) *Employer* means any individual or entity (e.g. corporation, partnership, limited liability company, association, labor organization, mutual company, joint-stock company, trust, unincorporated organization) employing one or more employees, the city (including all departments, boards, agencies), and any city contractor. For purposes of this article, no religious organization or non-profit fraternal or social association/corporation shall be considered to be an employer.

(g)*Familial status* means persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or have resided together in the past, and persons who have a child in common regardless of whether they have been married or have lived together at any time.

(h)*Gender identity* means an individual's actual or perceived (by the individual or another) gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics regardless of the individual's designated sex at birth.

(i)*Hearing officer* means the City of Roeland Park Municipal Judge.

(j)*Investigator* means the City of Roeland Park, Kansas Prosecutor.

(k)*Military status* means a person who is serving or has served in the uniformed services, and who, if discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2), or amendments thereto. Uniformed services is defined as set forth in 20 C.F.R. 1002.5(o), or amendments thereto.

(l) *Nonprofit fraternal or social association/corporation* means an association or corporation that meets all of the following requirements: (1) it is organized in good faith for social or fraternal purposes; (2) membership entails the payment of bona fide initiation fees or regular dues; (3) there exists a regularly established means of self-government by the members thereof clearly set forth in a constitution or by-laws adopted by the membership; (4) there is a regularly established means of and criteria for admitting members and for expulsion of members by the existing membership or by their duly elected or appointed delegates; and (5) it is not operated, directly or indirectly for purposes of profit for any individual or groups of individuals other than the membership as a whole.

(m)*Place of public accommodation* shall include every establishment within the city that is open to the public and offers any product, service or facility. The term place of public accommodation shall include, but not be limited to, all taverns, hotels, motels, apartment hotels, apartment houses with one or more tenant units, restaurants or any place where food or beverages are sold, retail and wholesale establishments, hospitals, theaters, motion picture houses, museums, bowling alleys, golf courses and all public conveyances, as well as the stations or terminals thereof. The term place of public accommodation shall not, however, include: (1) a religious organization; (2) any hotel, motel, restaurant or theater operated by a nonprofit fraternal or social association/corporation which restricts its facilities and services to the members of such association/corporation and their guests; or (3) any nonprofit fraternal or social association/corporation, or bona fide civic, political or religious organization, when the profits of such association/corporation or organization, above reasonable and necessary expenses, are solely for its benefit or mission.

(n) *Religious organization* means a church, mosque, temple, synagogue, or other entity principally devoted to religious practice or religious teaching.

(o)*Rent* means to lease, to sublease, to let or otherwise to grant the right to occupy premises not owned by the occupant in exchange for payment or other consideration.

(p)*Rental housing* means any real property, consisting of one or more dwelling units, which is required to obtain a license or permit pursuant to the provisions of Article 7 of Chapter 5 of the Code.

(q) *Respondent* means the individual or entity against whom a complaint alleging discrimination or retaliation has been filed with the city.

(r)*Sexual orientation* means an individual's actual or perceived (by the individual or another) emotional, romantic, or sexual attraction to other people, such as heterosexual, homosexual, bisexual, pansexual or asexual.

5-1202. <u>Declaration of Policy.</u>

(a) The right of an otherwise qualified individual to be free from discrimination because of that individual's race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, marital status, familial status, or military status is hereby recognized. This right shall include, but not be limited to, any of the following:

(1) The right to pursue and hold employment and the benefits associated therewith without wrongful discrimination.

(2) The right to the full enjoyment of any of the services, advantages or privileges of any place of public accommodation without wrongful discrimination.

(3) The right to engage in property transactions, including obtaining housing for rent or purchase and credit therefor, without wrongful discrimination.

(4) The right to exercise any right granted under this ordinance without retaliation.

(b) To protect these rights, it is hereby declared to be the purpose of this article to extend the law to prohibit discrimination and retaliation based upon sexual orientation and gender identity and to provide a local process for the acceptance, investigation and resolution of complaints of discrimination and retaliation relating to sexual orientation and/or gender identity arising hereunder.

(c) To protect these rights, it is hereby declared that any construction after enactment of this article shall ensure individual privacy in all restrooms, public shower spaces and dressing rooms.

5-1203. <u>Unlawful Practices.</u>

(a) It shall be an unlawful discriminatory practice for an employer, because of the sexual orientation or gender identity of an otherwise qualified individual, to refuse to hire or employ such individual, to bar or discharge such individual from employment or to otherwise discriminate against such individual in compensation or in terms, conditions or privileges of employment without a valid business necessity. This article shall not apply to employment by a religious organization that consists of religious teaching, ministry, or other religious duties or practices.

(b) It shall be an unlawful discriminatory practice for an individual or entity to discriminate against any individual in the terms, conditions or privileges of the sale or lease of real property or the lease of rental housing, or in the provision of services or facilities in connection therewith, because of sexual orientation or gender identity or to discriminate against any individual in such individual's use or occupancy of rental housing because of the sexual orientation or gender identity of individuals with whom such individual associates. Nothing in this article shall prohibit a religious organization or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, from limiting the sale, rental or occupancy of real property or rental housing which it owns or operates for other than a commercial purpose to individuals of the same religion, or from giving preference to such individuals.

(c) It shall be an unlawful discriminatory practice for the owner, operator, lessee, manager, agent or employee of any place of public accommodation to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, privileges, advantages and accommodations to any individual because of sexual orientation or gender identity.

(d) It shall be a defense to any allegation of an unlawful discriminatory practice:

(1) that the individual or entity did not know the aggrieved individual's sexual orientation or gender identity.

(2) that the individual or entity acted in good faith and had reasonable grounds for believing that an act or omission was not a violation of this ordinance.

(3) that any adverse action taken against the aggrieved individual would have been taken regardless of the individual's sexual orientation or gender identity (i.e. the aggrieved individual violated the law, a workplace rule, a lease provision or policy applicable to all similarly situated individuals, such as employees, lessees, customers, etc.).

(e) Nothing in this article shall:

(1) prohibit a fraternal or social association/corporation in fact not open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodging to its members or from giving preference to its members.

(2) prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable dress or grooming standards not prohibited by other provisions of Federal, State, or local law.

(3) require an employer to hire unqualified individuals or to retain employees when there is a legitimate non-discriminatory or non-retaliatory reason to terminate employment.

(4) be construed to prohibit an employer from requiring all of its employees, as a condition of employment, to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace. The fact that employer requires an employee to utilize the employer's applicable established internal human resource procedure(s) to address any allegation of discrimination or retaliation in the workplace shall not, in itself, be deemed a violation of this article. However, an employee may simultaneously file a complaint with the city as provided in this ordinance; completion of the employer's procedures is not a pre-requisite to filing a complaint with the city.

(5) be construed to require any person or entity subject to this article to make changes requiring a building permit to any existing facility, except as otherwise required by law.

(6) be construed to prohibit an employer or place of public accommodation to post signs for restrooms and dressing rooms based on gender.

(7) be construed to make it lawful to discriminate or retaliate against individuals on the basis of race, color, religion, national origin, sex, age, disability, marital status, familial status, or military status. Such discrimination and retaliation is not addressed in this article because federal and state law consistently address unlawful discriminatory and retaliatory practices related to those characteristics and provide a complaint, investigation and enforcement process for such discrimination and retaliation.

5-1204. <u>Enforcement.</u>

(a)Any aggrieved individual by an alleged violation of this article may file a written complaint with the City Clerk that the individual has been, or is being, subject to an alleged unlawful discrimination practice as set forth in this article (or if a minor, through the minor's parent, legal guardian or attorney) by completing and signing the form provided by the city. The complaint shall state the names and contact information of the aggrieved individual, the individual(s) and/or business/businesses alleged to have committed the unlawful discriminatory practice(s), a description of the alleged unlawful conduct and all other information as may be required by the city.

(b)The complaint form shall be submitted to the Investigator via hand-delivery, certified mail, email or fax, and shall only be considered complete if all information required by the city's form has been provided to the extent such information is reasonably available to the aggrieved individual.

(c) The complaint form must be filed within 60 days of the alleged unlawful discriminatory practice, unless the act complained of constitutes a continuing pattern or practice of discrimination, in which event it must be filed within 60 days of the last act of discrimination.

(d) Upon receipt of a complete complaint, the investigator shall notify the respondent(s) of the complaint, providing sufficient details related to the complaint so the respondent(s) may respond. The investigator shall give the respondent(s) 30 days to file a written answer to the complaint, and to provide any documentation or evidence related to the complaint. The investigator may, at the request of respondent(s), extend the answer period an additional 30 days. If the respondent(s) charged with violating the provisions of this article is the city, the city will engage an independent investigator who shall not otherwise be an employee, agent, or contractor of the city and shall not have any association with the complainant or the respondent(s).

(e) Following the conclusion of the answer period, the investigator may initiate an investigation period, requesting that the complainant and/or respondent(s) provide additional information, documentation or testimony as needed to facilitate the investigation of the complaint. The investigator shall have the power to issue process and compel the production of documents. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances. This investigation period shall be concluded within 60 days of the investigator's last request for information, unless the investigator notifies the complainant and the respondent(s) in writing of the need for additional time and reason(s) therefore.

(f) Within 30 days of the conclusion of the investigation period, the investigator will review all evidence received during the investigation and make a determination whether probable cause exists that the respondent(s) committed an unlawful discriminatory practice. The investigator will maintain all evidence received during the investigation for a period of two years after the deadline for appeal or completion of appeal, whichever is later.

(g) If the investigator finds that probable cause does not exist, then the investigator shall notify the complainant and the respondent(s), and no further action shall be taken by the city. The

complainant may appeal the investigator's determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the investigator's written determination and a certified copy of all evidence received by the investigator during the investigation.

(h) If the investigator finds that probable causes exists that an unlawful discriminatory practice was committed by respondent(s), the investigator shall notify the complainant and respondent(s) and request conciliation and settlement. If a party refuses to participate in conciliation and settlement, or if a settlement agreement is not executed within 60 days of the date of the finding of probable cause, the matter shall be referred to the hearing officer for a hearing. The investigator may extend the time for signing a settlement agreement for good cause and with written notice to the parties.

(i)Upon referral to the hearing officer, the hearing officer shall schedule a hearing on the complaint. The parties shall be given at least ten days' written notice of the date, time and place of the hearing. At such hearing, the parties shall be entitled to call witnesses and to present such other evidence as appropriate. The hearing shall be conducted in accordance with such procedures as may be established by the hearing officer, but the rules of evidence used in courts of law need not be strictly enforced. The hearing officer shall have the power to administer oaths and to issue process and compel the attendance of any party or witness. Such process shall be executed by the chief of police and shall be enforced as in all cases of city ordinances.

(j) Following the conclusion of the hearing, the hearing officer may announce a determination or may take the matter under advisement for determination at a later date. Any determination of the hearing officer shall be in writing, shall be based upon preponderance of the evidence, and shall set forth the essential elements of the determination.

(k) If the hearing officer finds that a violation of this article has occurred, the hearing officer may award to the complainant actual damages, or a civil penalty in the amount of up to $500.00, whichever is greater, for each violation. Each party is to bear their own attorneys' fees, if any.

(l) The hearing officer shall preserve all evidence presented at the hearing for a period of two years after the deadline for appeal or completion of appeal, whichever is later.

(m) Any party aggrieved by a determination of the hearing officer under this section may appeal that determination to the District Court of Johnson County, Kansas, in accordance with K.S.A. 60-2101(d), and amendments thereto. Within 30 days of service of the notice of appeal pursuant to K.S.A. 60-2101(d), or within further time allowed by the court or by other provision of law, the city shall transmit to the court a certified copy of the written determination of the hearing officer and a certified copy of all evidence presented at the hearing. On appeal, the district court may enter such order or judgment as justice shall require, and may award the prevailing party court costs and reasonable attorney fees incurred to prosecute or defend the appeal.

(n) The filing of a complaint for the alleged violation of this article or a response thereto shall in no way preclude any party from seeking other relief under state or federal law.

(o) Any individual making false, malicious, or unfounded accusations against an entity subject to this ordinance is guilty of a violation and upon conviction thereof shall be punished by a fine of $100 for each such violation.

SECTION 2. Existing Roeland Park Municipal Code Sections 5-1201; 5-1202; 5-1203; and 5-1204 are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

PASSED by the City Council the 20 day of May 2019. **APPROVED** by the Mayor.

_____
Mike Kelly, Mayor

ATTEST:

_____
Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

_____
Steven E. Mauer

Item Number:	**Ordinances and Resolutions:- IX.-B.**
Committee Meeting Date:	**5/20/2019**

City of Roeland Park

Action Item Summary

Date:	5/10/2019
Submitted By:	Keith Moody
Committee/Department:	Admin.
Title:	**Ordinance Establishing an Aquatics Advisory Committee**
Item Type:	Ordinance

Recommendation:

Staff recommends restructuring the pool advisory committee following the conclusion of the agreement with JCPRD on 5/31/19, to include a mix of elected and appointed officials from Roeland Park.

Details:

With the conclusion of the current shared ownership/operational agreement for the pool between the City and JCPRD it is an appropriate time to consider a new structure to the Pool Advisory Committee. Since JCPRD will be working at the City's direction as of 6/1/19, it is more appropriate that JCPRD report to the committee vs serving on the committee. Adding residents to the committee who are knowledgeable in the area of aquatics, interested in contributing to improving the facility in the direction established by Council and diverse in their utilization of the facility would be optimal.

The elected officials that currently serve on the Pool Advisory Committee would be logical to retain on the committee.

The Council could establish the committee in three forms:
1. Task Group per Article 14- does not have an established term.
2. Ad Hoc Committee per Article 15- has an annual term.
3. Standing Committee, per a new section of the City Code (example attached).

Financial Impact

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

Additional Information

Per direction at the 5/4/19 Council Workshop, an ordinance has been developed establishing a standing Aquatics Advisory Committee, reflecting the title changes recommended.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
Code Section Reflecting Language of Attached Ordinance	Cover Memo
Ordinance 980	Cover Memo

CHAPTER 1. – ADMINISTRATION.

ARTICLE 17. – AQUATIC CENTER ADVISORY COMMITTEE.

Sec. 1-1701. – Purpose

The purpose of the Aquatic Center Advisory Committee is to review and provide feedback on pool operations, programs, facility conditions and events at the City pool.

Sec. 1-1702. - Creation and Establishment.

There is hereby created and established an Aquatic Center Advisory Committee for the City which shall consist of two members of the City Council and up to eight additional individuals, of which at least six shall be residents of the City. If the aquatic center is managed through contract an ex-officio non-voting seat on the Committee shall be extended to a representative of the management company/organization. All of the individuals shall be nominated by the Mayor and approved by the City Council. The terms of all members shall be for one year beginning January 1st of each year. In the event a vacancy should occur during the term of any member, his or her successor shall be appointed in the same manner for the unexpired portion of the term. There shall be no limitation on the number of times an individual may be re-appointed. Any member of the Committee may be removed at any time by a majority vote of the City Council. Neither the Committee nor any individual member shall have any authority to financially obligate, commit or contract on behalf of the City.

Sec. 1-1703. - Compensation.

Members of the Aquatic Center Advisory Committee shall serve without compensation.

Sec. 1-1704. - Duties and Responsibilities.

It shall be the responsibility of the Aquatic Center Advisory Committee to provide recommendations to the governing body concerning rules, programs, operations, marketing, and maintenance of City pools and to serve as the sounding board for City staff concerning issues of pool policy and service quality.

Sec. 1-1705. - Advisors.

The City Council may designate or employ, with or without compensation, such advisors to the Aquatic Center Advisory Committee as the City Council shall hereafter determine to be necessary and advisable to accomplish the purposes of this article.

Sec. 1-1706. - Meetings, Rules and Regulations.

The Aquatics Center Advisory Committee shall meet at such times and places as it shall agree upon or upon call by the City Council. The Committee shall elect a chair and vice chair at its first meeting of each calendar year. Any bylaws or other rules and regulations relating to its meetings and proceedings must be approved by the City Council. The Committee shall keep minutes of its meetings and provide a copy thereof to the City Clerk. A majority of the members appointed to the Aquatic Center Advisory Committee shall constitute a quorum for the transaction of the business of the Committee.

Sec. 1-1707. - Code of Ethics.

The Code of Ethics for Elective and Appointive Offices, as adopted pursuant to Charter Ordinance No. 12, and any amendments thereto, shall apply to the appointed members of the Aquatic Center Advisory Committee.

ORDINANCE NO. 980

AN ORDINANCE ESTABLISHING AN AQUATIC CENTER ADVISORY COMMITTEE FOR THE CITY, ADDING ARTICLE 17, SECTIONS 1-1701; 1-1702; 1-1703; 1-1704; 1-1705; 1-1706; and 1-1707 TO EXISTING CHAPTER I OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS.

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

SECTION 1. Article 17, Sections 1-1701; 1-1702; 1-1703; 1-1704; 1-1705; 1-1706; and 1-1707 are hereby added to existing Chapter I of the City of Roeland Park, Kansas and shall read as follows.

CHAPTER I. – ADMINISTRATION

ARTICLE 17. – AQUATIC CENTER ADVISORY COMMITTEE

Sec. 1-1701. Purpose.

The purpose of the Aquatic Center Advisory Committee is to review and provide feedback on pool operations, programs, facility conditions and events at the City pool.

Sec. 1-1702. Creation and Establishment.

There is hereby created and established an Aquatic Center Advisory Committee for the City which shall consist of two members of the City Council and up to eight additional individuals, of which at least six shall be residents of the City. If the aquatic center is managed through contract, an ex-officio non-voting seat on the Committee shall be extended to a representative of the management company/organization. All of the individuals shall be nominated by the Mayor and approved by the City Council. The terms of all members shall be for one year beginning January 1st of each year. In the event a vacancy should occur during the term of any member, his or her successor shall be appointed in the same manner for the unexpired portion of the term. There shall be no limitation on the number of times an individual may be re-appointed. Any member of the Committee may be removed at any time by a majority vote of the City Council. Neither the Committee nor any individual member shall have any authority to financially obligate, commit or contract on behalf of the City.

Sec. 1-1703. Compensation.

Members of the Aquatic Center Advisory Committee shall serve without compensation.

Sec. 1-1704. Duties and Responsibilities.

It shall be the responsibility of the Aquatic Center Advisory Committee to provide recommendations to the governing body concerning rules, programs, operations, marketing, and

maintenance of City pools and to serve as the sounding board for City staff concerning issues of pool policy and service quality.

Sec. 1-1705. Advisors.

The City Council may designate or employ, with or without compensation, such advisors to the Aquatic Center Advisory Committee as the City Council shall hereafter determine to be necessary and advisable to accomplish the purposes of this article.

Sec. 1-1706. Meetings, Rules and Regulations.

The Aquatics Center Advisory Committee shall meet at such times and places as it shall agree upon or upon call by the City Council. The Committee shall elect a chair and vice chair at its first meeting of each calendar year. Any bylaws or other rules and regulations relating to its meetings and proceedings must be approved by the City Council. The Committee shall keep minutes of its meetings and provide a copy thereof to the City Clerk. A majority of the members appointed to the Aquatic Center Advisory Committee shall constitute a quorum for the transaction of the business of the Committee.

Sec. 1-1707. Code of Ethics.

The Code of Ethics for Elective and Appointive Offices, as adopted pursuant to Charter Ordinance No. 12, and any amendments thereto, shall apply to the appointed members of the Aquatic Center Advisory Committee.

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

PASSED by the City Council the 20th day of May 2019. **APPROVED** by the Mayor.

_____
Mike Kelly, Mayor

ATTEST:

_____
Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

_____
Steven E. Mauer