

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
May 4, 2020 6:00 PM

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

Brauer
Hill

Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Citizens Comments

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

II. Consent Agenda

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

A. Appropriations Ordinance #949

- B. April 20, 2020 Council Minutes
- C. Fair Housing Proclamation
- D. National Municipal Clerks Week Proclamation
- E. National Police Week Proclamation
- F. National Public Works Week Proclamation
- G. Bike Month Proclamation
- A. **Business From the Floor - Applications / Presentations**
 - 1. First Quarter Social Media Report – Katie Garcia

III. Workshop and Committee Reports

IV. Reports of City Liaisons

V. Unfinished Business

- A. Consider Request from Scenic Road to Amend Lease Terms

VI. New Business

- A. Pool Season Discussion
- B. Approve Extending Vertical Construction and Final Completion Deadlines for Sunflower Medical

VII. Ordinances and Resolutions:

- A. Charter Ordinance 37 for Issuance of General Obligation Bonds

VIII. Workshop Items:

- A. Review Proposed 2021 Pay Scale
- B. Review Draft Ordinance Adopting Solar Ready Requirements
- C. Discuss Conducting Background Checks on Volunteers
- D. Discuss Elimination of Criminal History Question from Employment Application

IX. Reports of City Officials:

- A. Mayor's Report
- B. Staff Report - COVID 19 Weekly Update

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

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

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.
- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item
1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.
 2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.
- D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council

Members present, be subject to removal from that meeting.

- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.
- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: Pledge of Allegiance- -A.
Committee 5/4/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

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

Item Type:

Recommendation:

See instructions to log in below.

Details:

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

Roeland Park City Council Meeting and Workshop

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/RoelandParkCouncil/roeland-park-city-council-meeting-and-workshop>

You can also dial in using your phone.

United States (Toll Free): 1 877 568 4106

Access Code: 719-374-005

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/719374005>

Please use these tips while listening in:

- 1) Please be sure to mute yourself.
- 2) We recommend logging in a couple minutes early to test the app. The meeting will be recorded.

3) If you're able to, joining the meeting through the online portal is best so you can see the screen and listen in. If you have trouble with audio, you can call in as well as use the web-based meeting app.

4) We will allow public comment at the beginning of the Council Meeting. If you would like to make a public comment, please log or call into the meeting five minutes early so we can get your name and call on you when it's time to make a public comment. If you are logged in online, you can also make your request to speak known using the chat function in the app.

5) Unless called upon or requesting to speak, we ask that audience members abstain from speaking or adding commentary to the chat function so we can maintain an orderly and efficient meeting.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Consent Agenda- II.-A.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #949**
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 #949	Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, April 30, 2020

Appropriation Ordinance -05/04/2020 - #949

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 4th day of May, 2020.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

175,726.47

Appropriation Ordinance -05/04/2020 - #949

Vendor	Dept	Acct #	Description	Invoice Description	Check / E F I Date	Amount	Chk #	Check Amount
						Distribution Amount	Check #	Check Amount
Vendor	Dept	Account	Account Description	Reference	Date	Amount		
A.L.E.R.T.	102	5211.102	Maintenace & Repair Equipment	15711	04/28/20	320.00	70693	320.00
American Fidelity Assurance	101	2052.101	Supplemental Inusrance Payable	D149080	04/28/20	1,153.06	70694	1,153.06
Boelte-Hall, LLC	101	5208.101	Newsletter	2022424	04/21/20	1,700.88	70675	1,700.88
City of Overland Park	102	5214.102	Other Contracted Services	41667202001	04/28/20	1,428.78	70695	1,428.78
Civic Plus	101	5266.101	Computer Software	199236	04/28/20	3,675.00	70696	3,675.00
Columbia Capital Management, LI	101	5209.101	Professional Services	20430002	04/28/20	6,096.58	70697	6,096.58
Constellation Newenergy- Gas Div	220	5289.220	Natural Gas	2871485	04/21/20	5.64	70676	5.64
Crafco, Inc.	106	5259.106	Traffic Control Signs	9402232023	04/28/20	250.00	70698	250.00
Dog Waste Depot	110	5262.110	Grounds Maintenance	335189	04/28/20	165.50	70699	165.50
Emery Sapp & Sons, Inc.	300	5421.300	Street Maintenance	202000812	04/28/20	99.40	70700	99.40
ETC Institute	101	5214.101	Other Contracted Services	27695	04/28/20	868.75	70701	868.75
Evergy	101	5201.101	Electric	4/23/20 Multiple	04/28/20	1,450.60	70702	1,882.87
Evergy	106	5201.106	Electric	4/23/20 Multiple	04/28/20	432.27		
Evergy	300	5472.300	R Park Development Plan	4/21/20 Ck.Req	04/21/20	17,783.18	70677	17,783.18
Independent Salt Company	270	5303.270	Sand and Salt	152724IN	04/21/20	4,061.31	70678	6,117.60
Independent Salt Company	270	5303.270	Sand and Salt	152768IN	04/21/20	2,056.29		
Independent Salt Company	270	5303.270	Sand and Salt	152694IN	04/28/20	1,738.02	70703	1,738.02
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	4091	04/21/20	1,305.00	70679	1,305.00
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	4106	04/28/20	1,305.00	70704	1,305.00
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	259954	04/21/20	284.97	70680	284.97
Kansas Gas Service	106	#####	Natural Gas	78.3 4/13/20	04/28/20	291.40	70705	291.40
Kansas Gas Service	220	5289.220	Natural Gas	1745 4/13/20	04/21/20	230.66	70681	230.66
KS Municipal Judges Association	103	5305.103	Dues, Subscriptions, & Books	2020 Dues	04/28/20	25.00	70706	25.00
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	319001010000015	04/21/20	804.15	70682	15,866.29
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	320001010000003	04/21/20	5,068.56		
Lamp, Rynearson & Assoc., Inc.	300	5421.300	Street Maintenance	320001020000003	04/21/20	1,557.60		
Lamp, Rynearson & Assoc., Inc.	300	5472.300	R Park Development Plan	319001040000013	04/21/20	6,102.38		
Lamp, Rynearson & Assoc., Inc.	300	5472.300	R Park Development Plan	319001060000004	04/21/20	2,333.60		
Lexington Plumbing & Heating Co	220	5210.220	Maintenance & Repair Building	97338	04/21/20	1,809.00	70683	1,809.00
Leak Solutions Plus	220	5210.220	Maintenance & Repair Building	907	04/21/20	780.00	70684	780.00
MARC	101	5305.101	Dues, Subscriptions, & Books	DI0003419	04/21/20	1,784.00	70685	1,784.00
Municode	101	5214.101	Other Contracted Services	341418	04/21/20	749.70	70686	749.70
Principal Life Insurance Co.	107	5130.107	City Paid Life/ST Disability	0001 4/16/20	04/28/20	931.61	70707	931.61
Purchase Power	101	5205.101	Postage & Mailing Permits	7903 4/20/20	04/28/20	402.50	70708	402.50
Wex Bank	106	5302.106	Motor Fuels & Lubricants	4/27/20 Fuel	04/27/20	420.08	32535	420.08
Rejis Commission	102	5214.102	Other Contracted Services	436780	04/28/20	229.69	70709	229.69

Spectrum	106	5214.106 Other Contracted Services	7001 4/17/20	04/28/20	9.99	70710	9.99
Staples	101	5304.101 Janitorial Supplies	8058159425	04/28/20	58.56	70711	58.56
Strasser True Value	110	5262.110 Grounds Maintenance	354066	04/28/20	5.22	70712	5.22
Terminix Processing Center	106	5214.106 Other Contracted Services	395599923	04/21/20	59.00	70687	59.00
Themec Company, Inc.	220	5306.220 Materials	2435833	04/21/20	465.95	70688	465.95
Water District No 1 of Johnson Co	101	5287.101 Water	4/22/20 Multiple	04/28/20	65.89	70713	417.93
Water District No 1 of Johnson Co	106	5287.106 Water	4/22/20 Multiple	04/28/20	270.84		
Water District No 1 of Johnson Co	220	5287.220 Water	4/22/20 Multiple	04/28/20	81.20		
WCA Waste Corporation	115	5235.115 Disposal Fees	990000645754	04/28/20	1,223.10	70714	45,010.11
WCA Waste Corporation	115	5272.115 Solid Waste Contract	990000646042	04/28/20	43,787.01		
WCA Waste Corporation	115	5272.115 Solid Waste Contract	990000649483	04/21/20	43,173.82	70689	43,173.82
Xtreme Electric	101	4220.101 Electrical Permit	4/13/20 Refund	04/28/20	30.00	70715	30.00
KPERS	101	2040.101 KPERS Accrued Employee	4/22/20	04/22/20	2,303.42		2,303.42
KPERS	107	5123.107 KPERS City Contribution	4/22/20	04/22/20	3,689.28		3,689.28
KP&F	101	2045.101 KP&F Employee Withholding Payal	4/22/20	04/22/20	2,200.08		2,200.08
KP&F	107	5131.107 KP&F City Contribution	4/22/20	04/22/20	6,747.95		6,747.95
Miller Management Systems, LLC	101	5214.101 Other Contracted Services	Recurring EFT	04/20/20	1,855.00		1,855.00

\$ 175,726.47

Item Number: Consent Agenda- II.-B.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title:

April 20, 2020 Council 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

□ April 20, 2020 Council 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, April 20, 2020 6:00 P.M.**

- | | | |
|--|--|--|
| ○ Mike Kelly, Mayor
○ Trisha Brauer, Council Member
○ Benjamin Dickens, Council Member
○ Jan Faidley, Council Member
○ Jennifer Hill, Council Member | ○ Jim Kelly, Council Member
○ Tom Madigan, Council Member
○ Claudia McCormack, Council Member
○ Michael Rebne, 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

Brauer
Hill

Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

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

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Mayor Kelly provided directions to those participating at the meeting.

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

(Pledge of Allegiance)

Roll Call

City Clerk Nielsen called the roll. All Governing Body members were present. Staff members present were City Administrator Moody, Assistant City Administrator Jones-Lacy, Public Works Director Scharff, Police Chief Morris, City Clerk Nielsen, and City Attorney Alex Felzien.

Modification to the Agenda

There were no modifications to the agenda.

I. Citizens Comments

There were no public comments.

II. Consent Agenda

A. Appropriations Ordinance #948

B. April 6, 2020 Council Minutes

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

III. Business from the Floor

A. Applications / Presentations

There were no applications or presentations made.

IV. Workshop and Committee Reports

There were no reports given.

V. Reports of City Liaisons

- A. Parks Committee - Minutes Attached
- B. Aquatics Advisory Committee - Minutes Attached
- C. The 47 Committee

No reports were given as the information was provided in the agenda packet.

VI. Unfinished Business

No unfinished business was discussed.

VII. New Business

A. Final Selection for Design Features at the Aquatic Center

Mayor Kelly said he appreciated the hard work that Water's Edge has put in as well as the Councilmembers who have spent a lot of time going through the design selection process. He also expressed appreciation to the Aquatics Advisory Committee for their assistance. Mayor Kelly noted the engineering plans are nearing completion. Water's Edge is asking for approval to the features proposed in the packet.

Dave Schwartz from Water's Edge made a presentation on the upgrades planned for the Aquatics Center. He noted that the pumps to be installed will be above grade and will eliminate flooding issues. The key features in the agenda packet were also discussed. A decision will need to be made regarding the color of the stingray toddler slide. Mr. Schwartz reviewed the list of architecture upgrades that will be made to the restrooms and the walls of the facility. There will also be mechanical upgrades to the men's restroom as well as new HVAC and lighting. Security lighting poles will be added at the facility.

CMBR McCormack asked why Mr. Schwartz paused on the 9-foot tall spray feature. Mr. Schwartz said it's not the height but the quantity of water, the 200 gallons per minute. He said they have used that feature in other facilities and find that the smaller kids are intimidated by it. Mr. Schwartz added that there is a valve that can adjust the gallons per minute flow rate to see how people interact with it. CMBR McCormack also asked about the zero depth spray being a possible tripping issue. Mr. Schwartz said the stingray is a bright color, the floor is painted white, and the water is clear. In other facilities where they have used this feature there has not been an issue. CMBR McCormack also wanted to know if lifeguards will have to keep an extra eye on the zero depth frog feature with kids climbing on it. Mr. Schwartz said a focus of the lifeguards will be to monitor too many people gathering onto one feature.

CMBR Faidley said she is not intimidated by the 9-foot spray feature and they should remember it is not only little children in the pool.

CMBR Rebne asked about the 2021 timeline for completion of the reconstruction. Mr. Schwartz said if the pool has a full season or even a partial season that can be accomplished. If the pool does not have a 2020 season construction could start sooner.

CMBR Hill asked if there was a way to add a shower into the family restroom. Mr. Schwartz said he was not familiar enough with the inside and could not speak to that. He said that the plumbing is already there and felt that it could be added.

CMBR McCormack said it would be difficult to close off a shower in the family restroom and remain ADA compliant. She asked by seeking a price estimate on a shower addition would it delay the timeline and potentially put the start date in jeopardy. Mr. Schwartz said they could find out in a couple of days. He said there is a contingency built into the budget and did not believe this would be a significant cost item unless they have to move walls.

MOTION: CMBR HILL MOVED AND CMBR BRAUER SECONDED TO AMEND THE MOTION TO ADD A SHOWER TO THE FAMILY RESTROOM. (MOTION CARRIED 8-0)

MOTION: CMBR MCCORMACK MOVED AND CMBR FAIDLEY SECONDED TO APPROVE THE FEATURE DESIGN FOR THE POOL RENOVATION. (MOTION CARRIED 8-0)

B. Approve Task Order for Design Bid & Construction Services for 2020 Residential Street Reconstruction Project - Reinhardt Street from Pawnee Dr to 48th Street

Mayor Kelly said this is an important street to the community going past Bishop Miede and connecting County Line Road all the way to Shawnee Mission Parkway.

CMBR Faidley expressed concern of such a large project coming on the heels of Roe 2020. She asked if the Special Street and Highway Fund might be depleted and wanted to know if there were any funds available for this project.

City Administrator Moody said the Special Street and Highway Fund has a strong balance. The Roe 2020 project has about \$230,000 coming from that fund. The majority of that project's funding is coming from STP, CARS, and TIF resources. There is also some flexibility in the TIF if needed for the street reconstruction project.

MOTION: CMBR DICKENS MOVED AND CMBR BRAUER SECONDED TO APPROVE THE TASK ORDER FOR DESIGN BID & CONSTRUCTION SERVICES FOR THE 2020 RESIDENTIAL STREET RECONSTRUCTION PROJECT - REINHARDT STREET FROM PAWNEE DR TO 48TH STREET. (MOTION CARRIED 8-0)

C. Approve Task Order for Design and Bid Services for Community Center and City Hall Parking Improvements

City Administrator Moody said this is for a design task order and as they complete the survey they will gather information to determine to what degree they are going to need to do a full depth replacement on areas at the Community Center in particular. If there are opportunities to pare back the scope they will do

that. Dan Miller, the City Engineer, is aware that the cost estimate for the pool and the parking and stormwater improvements at the Community Center are higher than what they have budgeted for in the CIP for 2020. He added that they do not have to complete this all now, but they were hoping to complete the parking improvements prior to any possible installation of solar canopies over some of the parking areas. They are also taking a look at the possibility of installing solar at the pool at some areas adjacent to the deck that could serve as solar energy gathering points as well as shade. The design effort will take place during the review of the 2020 budget as while they are putting together budgets for 2021-2023. Mr. Moody said there are adequate resources available to complete the design work for all three components, the parking lot at City Hall, the parking lot and stormwater improvements at the Community Center and pool, and then the ADA compliance-related measures at the Community Center and pool.

Mr. Miller added it is their goal to get the design work completed so that they can coordinate with the pool work to be completed and opening in May of 2021.

MOTION: CMBR HILL MOVED AND CMBR REBNE SECONDED TO APPROVE THE TASK ORDER FOR DESIGN AND BID SERVICES FOR THE COMMUNITY CENTER AND CITY HALL PARKING IMPROVEMENTS. (MOTION CARRIED 8-0)

D. Consider Request from Scenic Road to Defer Rent Payment

Scenic Road is a tenant of the City of Roeland Park at City Hall and has indicated that they like many businesses right now have been challenged by the effects of COVID-19. They have had nearly all of their business cancel or postpone. They have reached out to the City and asked if they can have some of their rent payments deferred without penalty. Staff is recommending deferment of payments for April, May and June to July through December wherein those payments for the second half of the year would be at 150 percent of the monthly rent. This would require an amendment to the lease with the City.

CMBR Faidley did not know if this will be a viable option as their business may not have ramped back up in that time.

CMBR Kelly asked if the tenant is receptive to the proposal and was concerned if the situation lasted longer than three months whether Scenic Road would be able to make up those deferments. City Administrator Moody said the tenant was appreciative of the offer. He did not request to waive paying altogether, but was looking for some deferment. This proposal provides for a nine-month deferment.

CMBR Brauer asked the Council to take into consideration that working with the tenants is incredibly important because if they go under their chances of recuperating any money at any point becomes slim. Some government programs do allow for rent assistance and so that may be an opportunity for them. She said they have to trust the sense of the business owner who holds the lease to make good on the part of what they're negotiating.

MOTION: CMBR MCCORMACK MOVED AND CMBR MADIGAN SECONDED TO ALLOW SCENIC ROAD TO DEFER PAYMENT OF APRIL, MAY, AND JUNE RENT PAYMENTS TO JULY THROUGH DECEMBER 2020 RENT PAYMENTS WHERE THE SIX MONTHLY PAYMENTS IN THE SECOND HALF OF 2020 WOULD BE 150 PERCENT OF THE MONTHLY RENT PRESCRIBED IN THEIR LEASE AGREEMENT. (MOTION CARRIED 8-0)

VIII. Ordinances and Resolutions

A. Ordinance 994 - Removing Project Area 2C from the TIF 2 Redevelopment District

Mayor Kelly said that Area 2C includes the Security Bank (formerly Mission Bank) as well as the shopping center to the south.

MOTION: CMBR KELLY MOVED AND CMBR FAIDLEY SECONDED TO APPROVE ORDINANCE 994-REMOVING PROJECT AREA 2C FROM THE TIF 2 REDEVELOPMENT DISTRICT. (MOTION CARRIED 8-0)

IX. Workshop Items

There were no ordinances or resolutions presented.

X. Reports of City Officials

A. Mayor's Report

Mayor Kelly presented a proclamation commemorating the 50th anniversary of Earth Day. He said as a City they continue to lead the region in taking efforts to reduce greenhouse emissions and they are able to take advantage of the benefits that coincide with those reductions such as improvements to the economy, their public health and quality of life. One way they are doing this is partnering with Dynamhex for their emissions reduction software. Mayor Kelly said they will have information to share on Earth Day showing the inventory for Roeland Park in terms of metric tons of greenhouse gases and what a 28 percent reduction would look like. He noted that a majority of those gases come from buildings. He said they will discuss ways to reduce those at the Workshop, with one option being solar.

Ms. Jones-Lacy said one of the things they wanted to discuss was having Sonny Sanwar from Dynamhex come to a future meeting and talk about the City's inventory as well as potential climate reduction goals/greenhouse emission goals. He has put together a template for the City as a whole. It is written in alignment with the Paris Accord and she believed it would be a good idea to have the Governing Body to officially adopt that as a goal.

MOTION: CMBR FAIDLEY MOVED AND CMBR REBNE SECONDED TO ADOPT THE EARTH DAY PROCLAMATION RECOGNIZING WEDNESDAY, APRIL 22, 2020, AS EARTH DAY. (MOTION CARRIED 8-0)

Mayor Kelly wanted to thank the residents, business leaders, employees, as well as visitors to Roeland Park for their patience, kindness, and also for their efforts in following the directions of the City, the county, and the state in exercising physical distancing and other measures to reduce the spread of the Coronavirus. He added that there has been a panel formed that will provide a report to the County Commissioners which will have recommendations for the easing of restrictions. He said he will be contacting the Commissioners to encourage them to follow the advice of health professionals and instructed everyone to do the same. He said that Commissioner Becky Fast represents Roeland Park.

One of the things that the Governing Body does have purview over is Roeland Park specific events and one of these is the City-Wide Garage Sale, which is scheduled for May 14th. It was the Mayor's suggestion that they postpone the sale.

CMBR Dickens said he fully supported postponing the garage sale as there is no need to put people at risk.

The Governing Body agreed to postpone the garage sale and the information will be put out on their social media platforms as well as the City's website.

B. 1st Quarter 2020 Objectives Progress Report

City Administrator Moody reviewed objectives completed and the attached progress notes detail projects still ongoing. There is further detailed information of the report enclosed in the packet.

C. 1st Quarter Strategic Plan Progress Report

City Administrator Moody provided the progress report for the Strategic Plan for the first quarter. The plan was originally adopted in 2015. He noted the report in the agenda packet reflects a great deal of accomplishment that has been done in moving these strategies forward.

D. 1st Quarter 2020 Safety Report

Police Chief Morris reviewed the safety information for the January through March time period. He included, as requested, how many arrests were drug-related. He also provided information in his report on Rango, the department's K-9. Chief Morris said he is doing very well and is staying healthy and doing a lot of training. He added that he's been a great asset to the patrol division of the department. The co-responder, their mental health partner, is doing well helping to avoid emergency room visits or going to jail. The co-responder is now assessing the people in person and they have been a good tool for the Police Department and the community. With the school being closed, the SRO program is on hold and the officer has been reassigned back to the patrol division.

Chief Morris said theft continues to be the biggest indicator of what is going on in the City. People need to lock their cars and should not leave items out in their yard.

He said his officers are doing well. They received an additional 2,000 safety masks in today. They also have plenty of sanitizer and gloves. They are handling calls as usual.

CMBR Rebne thanked Chief Morris and recognized this is a difficult time to be a first responder in interacting with the public. He said he appreciated Chief breaking down the co-responder details and added they are an important asset.

CMBR Faidley said there has been a considerable uptick on a national level of domestic abuse and asked if that has been seen in the City. Chief Morris said they have had one call in the last six to eight weeks where normally they see one almost every week. He said they have been fortunate in Roeland Park and for the most part everyone is behaving themselves.

CMBR Dickens wondered if the reason why the numbers were low is that people do not feel safe to report because they are home with their abuser. Chief Morris said that is a concern but that they cannot respond somewhere unless someone makes a call.

Mayor Kelly said this is a reasonable concern to note and thanked Chief Morris for all that his team does to keep them safe. He said to let them know if there is anything they can do for the department.

E. Review Completed 2020 Sidewalk Trip Hazards

Public Works Director Scharff provided an update on the sidewalk project that began in 2019. He said they allocate \$25,000 annually towards sidewalk maintenance and showed a map of all the locations they have worked on in the City.

Mayor Kelly said he has received reports from people being more active outside since they do not have access to the gym. He said they note a clear distinction in Roeland Park from other cities and that the trip hazards are eliminated and this is a great benefit.

CMBR Faidley asked if they could tell how many panels are scheduled for complete replacement and whether this would be an ongoing process to stay on top of it. Public Works Director Scharff said they do have a definite amount that does need to be replaced based off of the sidewalk inspections. These areas have been identified and they typically work off a three-year rotation.

F. Month Ended February 2020 Financial Report

Ms. Jones-Lacy said the attached report is purely informational and she will provide further information at the quarterly report.

G. Weekly COVID-19 Update

Ms. Jones-Lacy said attached in the packet is a summary of the changes or updates on behalf of the City as well as state-wide and regionally concerning COVID-19 actions. The memo also includes a schedule for upcoming meetings.

Mayor Kelly thanked the staff and noted that the adjustments have not been easy and recognizes things take extra time.

XI. Adjourn

MOTION: CMBR MCCORMACK MOVED AND CMBR REBNE SECONDED TO ADJOURN. (MOTION CARRIED 8-0)

(Roeland Park City Council Meeting Adjourned at 7:36 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Consent Agenda- II.-C.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/29/2020
Submitted By: Keith Moody
Committee/Department:
Title: **Fair Housing Proclamation**
Item Type: Other

Recommendation:

Staff recommends approval of the fair housing proclamation.

Details:

Approval of the fair housing proclamation is a requirement of the CDBG application process.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
☐ Fair Housing Proclamation

Type
Cover Memo

Item Number: Consent Agenda- II.-D.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **National Municipal Clerks Week Proclamation**

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
☐ National Municipal Clerks Week Proclamation	Cover Memo



Proclamation

Municipal Clerks Week May 3-9, 2020

Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Mike Kelly, Mayor of the City of Roeland Park, do recognize the week of May 3 through May 9, 2020, as

Municipal Clerks Week,

and further extend appreciation to our Municipal Clerk, Kelley Nielsen and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 4th day of May, 2020.

MIKE KELLY
Mayor

Item Number: Consent Agenda- II.-E.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **National Police Week Proclamation**

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
☐ National Police Week Proclamation

Type
Cover Memo



Proclamation

NATIONAL POLICE WEEK

May 11– 17, 2020

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, the members of the law enforcement agency of The City of Roeland Park play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, our police department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

THEREFORE, I, Mayor Mike Kelly and the Governing Body of The City of Roeland Park urge our citizens to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their communities, have established for themselves the rights and security of all citizens.

NOW, THEREFORE, I, Mayor Michael Kelly for The City of Roeland Park do hereby proclaim the week of May 11 through May 17, 2020 as National Police Week in the City of Roeland Park.

Mike Kelly, Mayor

Item Number: Consent Agenda- II.-F.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **National Public Works Week Proclamation**

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
☐ National Public Works Week Proclamation	Cover Memo



Proclamation

NATIONAL PUBLIC WORKS WEEK

May 17- 23, 2020

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, parks and canal maintenance; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel, who staff public works departments, is materially influenced by the people's attitude and understanding of the importance of the work they perform.

WHEREAS, APWA is proud to announce **"The Rhythm of Public Works"** as the theme for the 2020 National Public Works Week. This theme represents the many facets of modern civilization that grow out of the efforts put forth by the public works professionals across North America. What starts here? *Infrastructure* starts with public works... *Growth and innovation* starts with public works... *Mobility* starts with public works... *Security* starts with public works... *Healthy communities* start with public works... The bottom line is that citizens' quality of life starts with public works.

NOW, THEREFORE, Mayor Mike Kelly of the City of Roeland Park, Kansas does hereby proclaim the week of May 17-23, 2020 as

NATIONAL PUBLIC WORKS WEEK

in the City of Roeland Park, and calls upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works; and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Mike Kelly, Mayor

Item Number: Consent Agenda- II.-G.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Bike Month Proclamation**
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
☐ Bike Month Proclamation	Cover Memo



Proclamation

Bike Month May 2020

WHEREAS, the National Safe Routes to School Partnership, the Mid-America Regional Council, BikeWalkKC, and dozens of partners across region are working together to promote Walk to School Day in Greater Kansas City, and

WHEREAS, the City of Roeland Park, Kansas recognizing the use of bicycles as a viable mode of transportation, endeavors to promote safe and responsible bicycling and is committed to incorporating the development of bicycle facilities within the City and supporting a livable community for all ages; and

WHEREAS, the City of Roeland Park, Kansas encourages the increased use of the bicycle, benefiting all citizens within the community by improving air quality, reducing traffic, decreasing the use of and dependence upon finite energy sources; and

WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes, other health problems among children, and being able to walk or bicycle to school offers an opportunity to build activity into daily routine; and

WHEREAS, community members and leaders are planning to make recommendations to enable Roeland Park's children to safely walk and bicycle in our communities and develop a list of suggestions for improvements that can be done over time; and

WHEREAS, the City of Roeland Park, Shawnee Mission School District, BikeWalk KC, Johnson County and Caring for Kids, have been working together for a year to develop safe routes to school by collaborating on the May 4, 2017 Walk, Roll and Stroll Pilot Program; and

WHEREAS, the League of American Bicyclists has established May as National Bicycle Month, Bike Walk KC establishes May as Bicycle Safety Month in the Kansas City Region and Roeland Park establishes a Walk, Roll and Stroll to school Day; and

WHEREAS, the Mayor, City Council, and BikeWalkKC encourage all citizens to ride their bicycles to work, to the store, to the park, to school, around their neighborhoods, and with friends and family to promote the personal and societal benefits achieved from bicycling; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF ROELAND PARK:

That the Mayor and Council hereby declare the month of May 2020, as "Bike Month" in the City of Roeland Park, Kansas.

Mike Kelly, Mayor

Item Number: Business From the Floor -
Applications / Presentations- A.-1.
Committee Meeting Date: 5/4/2020



City of Roeland Park
Action Item Summary

Date: 4/29/2020
Submitted By: Katie Garcia
Committee/Department: Admin.
Title: **First Quarter Social Media Report – Katie Garcia**
Item Type: Report

Recommendation:

Informational, report attached.

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
First Quarter Social Media Report	Cover Memo

Q1 Marketing Report

GATHER MEDIA CO.



Prepared by

KATIE GARCIA

GATHER MEDIA CO. FOUNDER

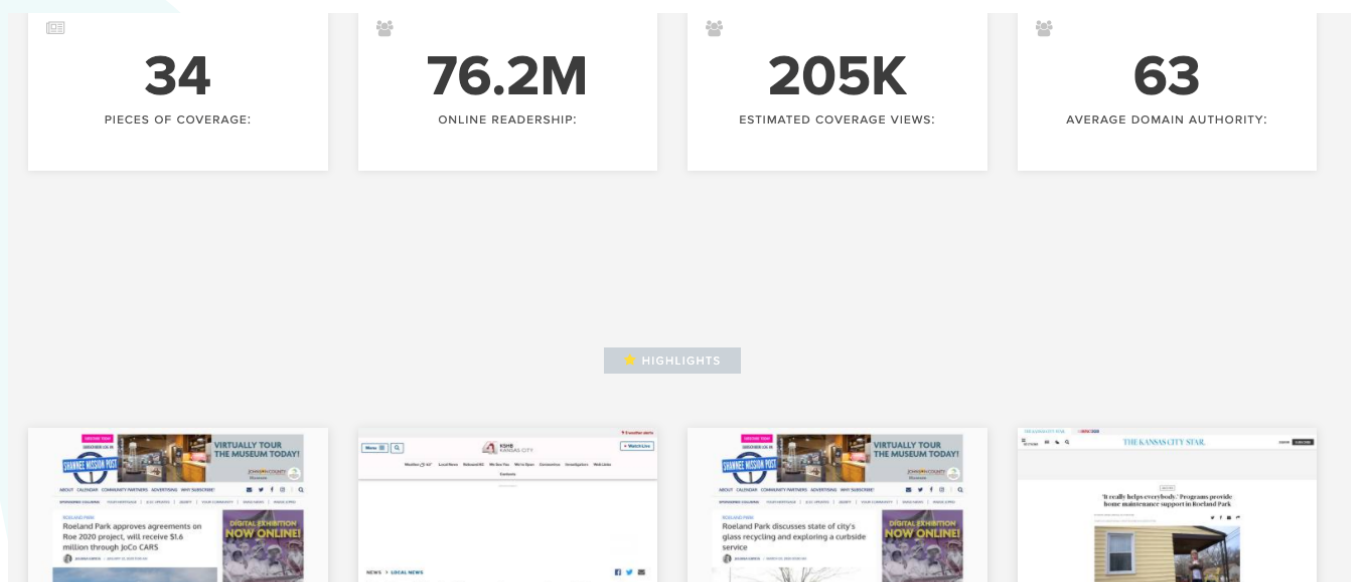
Reports

- Press Coverage Book
- Constant Contact Email Report
- Social Media Group Report
- Social Media Competitor Report
- Top Posts

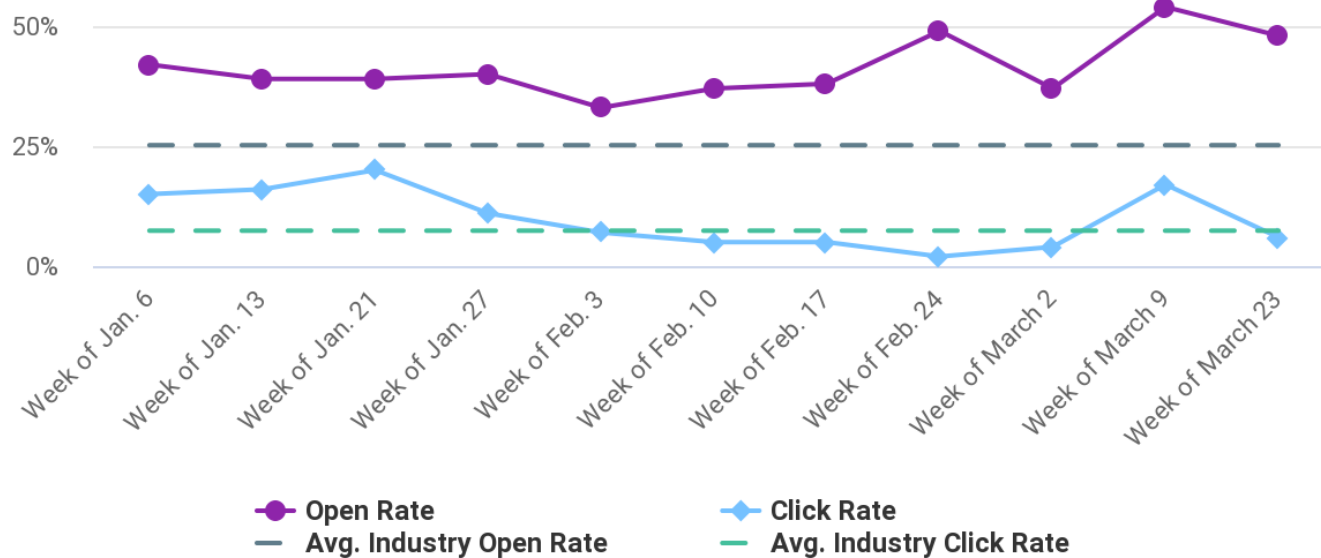
Q1 Major Focuses

- COVID-19
- Census Marketing Plan
- Capital Project Updates
- Community News
- Partnership with Dynamhex
- Ripple Glass

Coverage Books: Full Report



Constant Contact Results



Average Open Rate: 42%

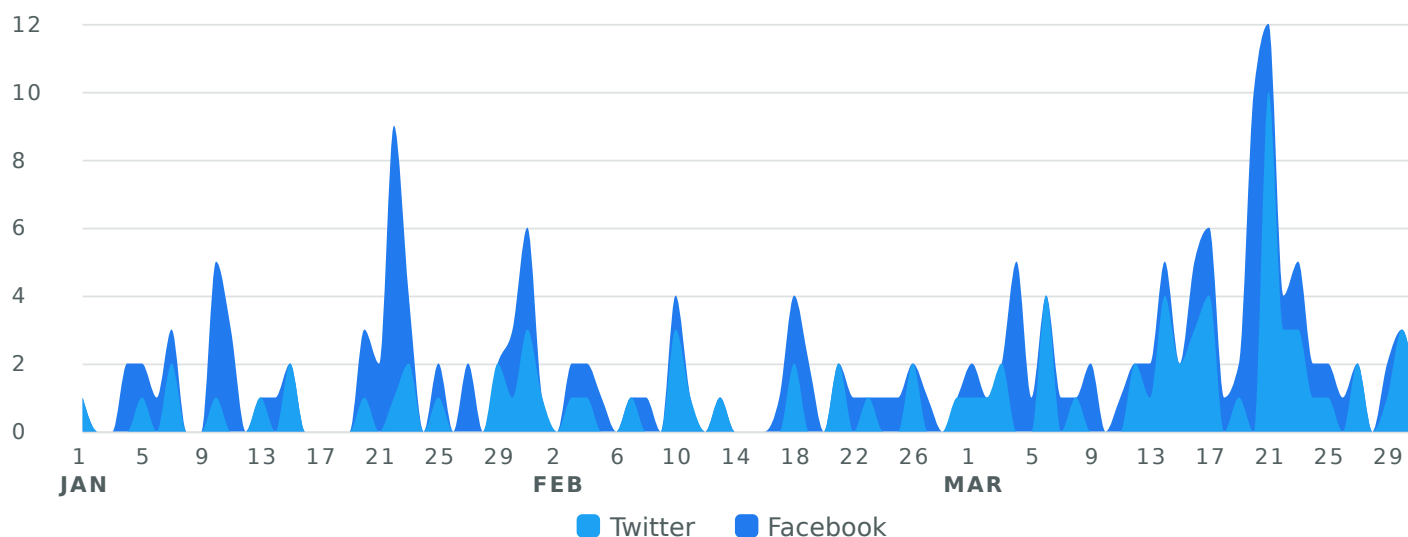
Industry Average Open Rate: 25%

Average Click Through Rate: 10%

Industry Average Click Through Rate: 7%

Group Audience Growth

Followers Gained, By Day



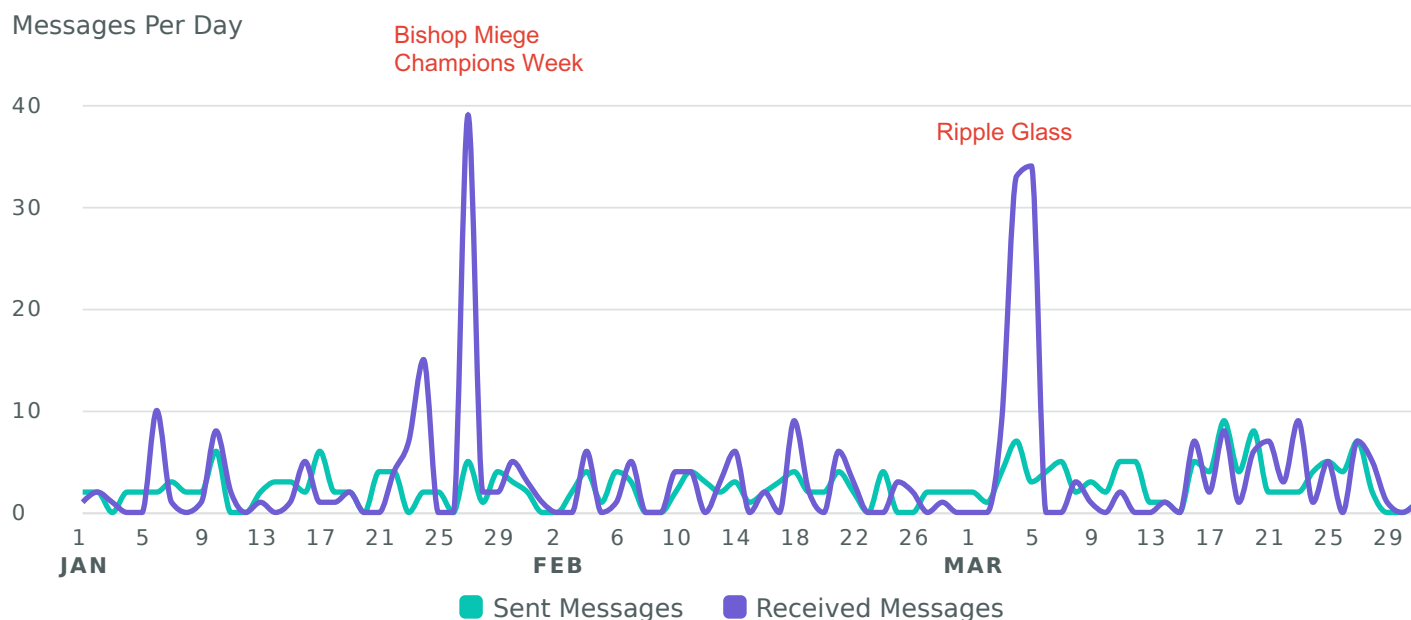
Audience Growth Metrics

Totals Total Followers %
Change

Total Followers	3,785	↗4.1%
Total Net Follower Growth	149	-
Twitter Net Follower Growth	75	↗4.4%
Facebook Net Fan Growth	74	↗3.9%

Group Message Volumes

Number of posts and messages sent/received.



Sent Messages Metrics

Totals

% Change

Total Messages Sent

232

↗11%

Twitter Tweets and DMs Sent

109

↗12.4%

Facebook Posts Sent

123

↗9.8%

Received Messages Metrics

Totals

% Change

Total Messages Received

318

↗6.7%

Twitter Messages Received

66

↘16.5%

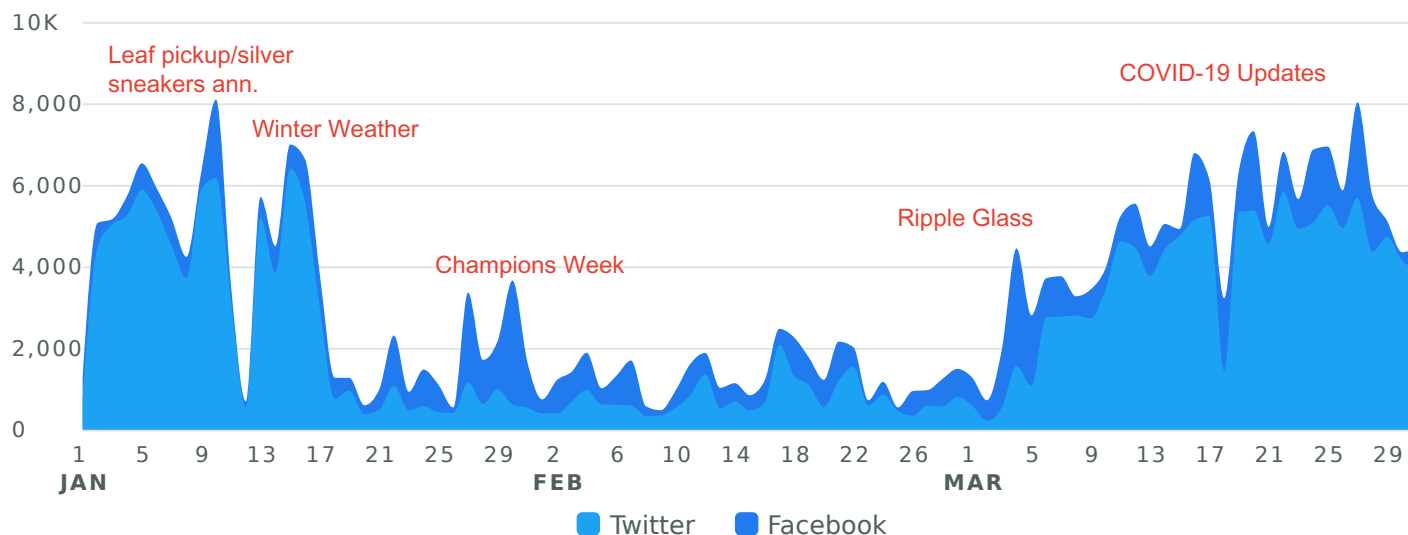
Facebook Messages Received

252

↗15.1%

Group Impressions

Impressions Per Day



Impression Metrics

Totals

% Change

Total Impressions

295.4k**↓43%**

Twitter Impressions

222.7k

↓49%

Facebook Impressions

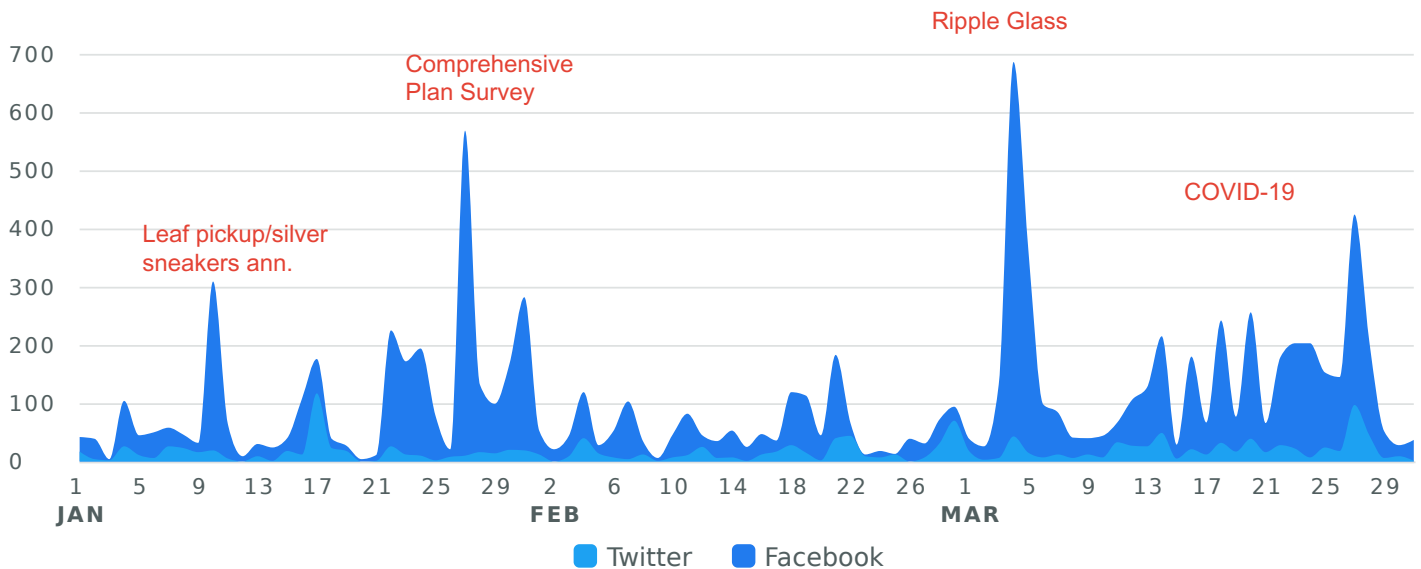
72.7k

↓13%

Impressions are down (number of people who see our posts), but Twitter bringing down the average overall. Goal is to be plus or minus 10 percent as we start to normalize numbers. Facebook impressions down 13% is close to even and February was a slow month due to winter weather and less community initiatives.

Group Engagement

Engagements Per Day

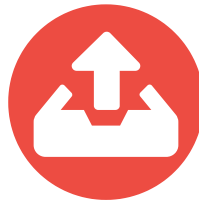


Engagement Metrics	Totals	% Change
Total Engagements	9,451	↘6%
Twitter Engagements	1,604	↘27%
Facebook Engagements	7,847	↘1%

Facebook engagement is even which is great! Twitter engagement is down, but our channel of focus is Facebook due to more residents being active on Facebook.

Group Stats by Profile/Page

Profile/Page	Total Fans / Followers	Fan / Follower Increase	Messages Sent	Impressions	Impressions per Message Sent	Engagements	Engagements per Message Sent	Link Clicks
 Roeland P... @RoelandParkKS	1,792	4.4%	109	<u>222.7k</u>	2,043.5	1,604	14.7	126
 City... rk, KS Business Page	1,993	3.9%	123	<u>72.7k</u>	591.0	7,847	63.8	616



Post Performance
for **City of Roeland Park, KS**
January 1, 2020 – March 31, 2020

Review the lifetime performance of the posts you published during the publishing period.

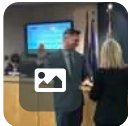
Published Posts

Review the lifetime performance of the posts you published during the publishing period.

Profile	Post by Published Date	Impressions	Reach	Engagement Rate (per Impression)	Engagements	Reactions	Comments	Shares
	 Mon 1/27/2020 3:48 pm CST Congrats to Frankie Reeves for being awarded the Public Works Impact Award! This is a yearly award given  Post	1,662	1,606	34.7%	576	226	35	3
	 Fri 1/31/2020 2:00 pm CST Happy Red Friday from all of us at the City of Roeland Park! Go Chiefs!  Post	767	736	34.6%	265	74	0	1
	 Wed 1/22/2020 4:55 pm CST The City of Roeland Park is updating its comprehensive plan, which is the guiding document for future  Post	1,596	1,452	29.8%	475	40	11	5
	 Fri 3/20/2020 11:24 am CDT Johnson County Health Officer, Dr. Joseph LeMaster, has amended the emergency order:  Post	560	464	29.6%	166	3	2	1

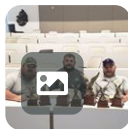
Published Posts

Review the lifetime performance of the posts you published during the publishing period.

Profile	Post by Published Date	Impressions	Reach	Engagement Rate (per Impression)	Engagements	Reactions	Comments	Shares
 	 Mon 3/23/2020 5:09 pm CDT Roeland Park Mayor Mike Kelly has an update for the community on the State of Emergency declaration for  Post	754	619	26.9%	203	24	9	4
 	 Wed 3/4/2020 12:29 pm CST BREAKING NEWS! A Ripple Glass recycling bin location is planned for the grocery store parking lot located  Post	3,078	3,045	25.7%	790	255	52	18
 	 Fri 3/13/2020 8:20 pm CDT Roeland Park Mayor Mike Kelly, has an update for the community on the proactive steps Roeland Park is taking  Post	1,232	1,051	23.2%	286	38	1	6
 	 Thu 3/5/2020 4:43 pm CST We are proud to announce that The Roeland Park city council approved an amendment to the city's non-  Post	682	671	22.7%	155	57	4	2

Published Posts

Review the lifetime performance of the posts you published during the publishing period.

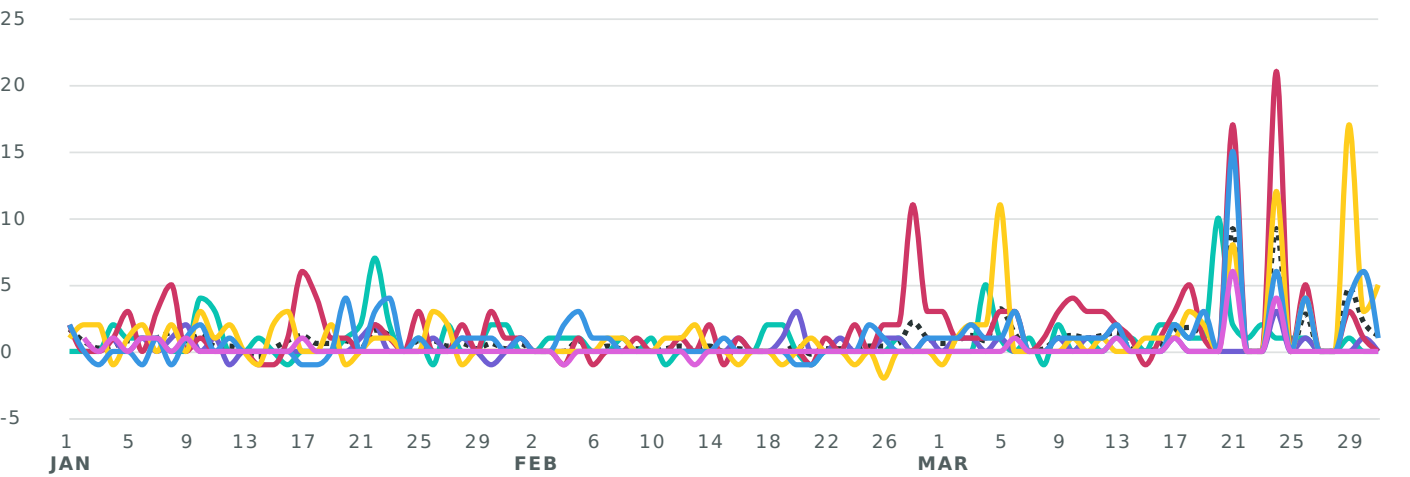
Profile	Post by Published Date	Impressions	Reach	Engagement Rate (per Impression)	Engagements	Reactions	Comments	Shares
	 Fri 3/27/2020 1:02 pm CDT Friday Fun: Local Roeland Park resident set up the ultimate all-seasons holiday display to spread  Post	1,241	1,051	22.2%	275	63	9	6
	 Tue 2/18/2020 2:03 pm CST Congrats to the Roeland Park Public Works team on their 2019 metro-wide APWA Equipment Rodeo accolades!  Post	823	826	21%	173	71	6	3
	 Thu 1/30/2020 9:45 am CST The Roeland Park Police Department decided to don their very best Andy Reid mustaches in honor of the big  Post	587	565	20.1%	118	36	4	0
	 Sun 3/22/2020 2:04 pm CDT A Stay at Home Order will go into effect Tuesday, March 24, 2020 at 12:01 a.m.! Due to the urgency of th  Post	782	682	19.7%	154	20	2	3

Activity Overview

Your Fans  1,993	Top Competitor (City of Merriam, KS - Government)  2,769	Competitor Avg. Fans  1,710.8
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Audience Growth

Net Fan Growth, By Day



Toggle Profiles

-  Competitor Average ✓
-  City of Roeland Pa... ✓
-  City of Fairway, KS ✓
-  City of Merriam, K... ✓
-  City of Mission, KS ... ✓
-  City of Prairie Villa... ✓
-  City of Westwood K... ✓

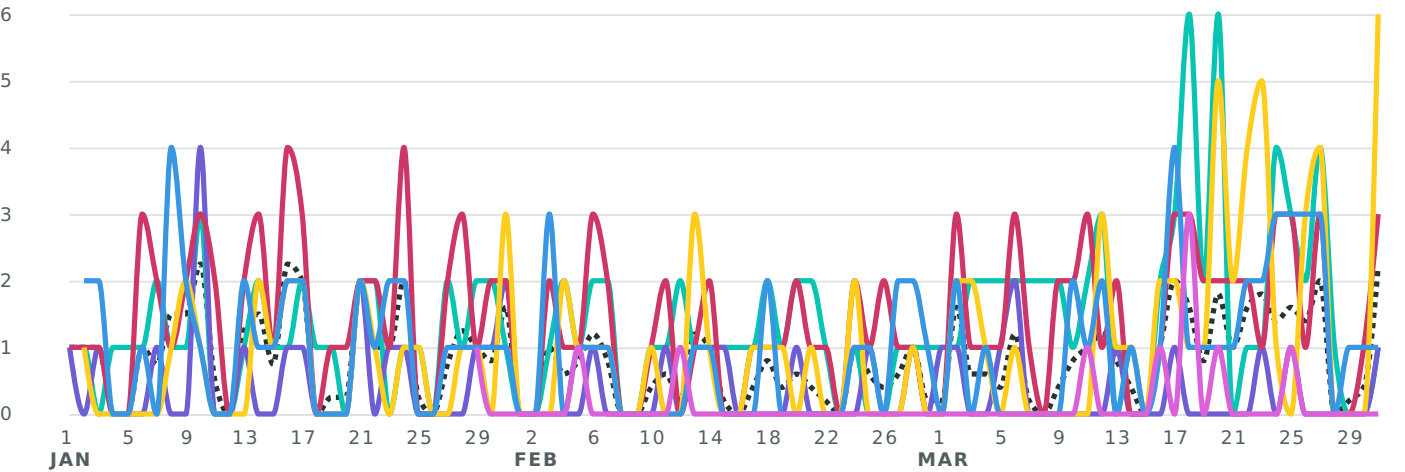
Audience Growth by Profile

Facebook Page	Fans	Net Fan Growth	% Change
 Competitor Average	1,710.8	76.8	↗ 4.7%
 City of Roeland Park, KS Business Page	1,993	74	↗ 3.86%
 City of Fairway, KS Business Page	876	33	↗ 3.91%
 City of Merriam, KS - Government Business Page	2,769	147	↗ 5.61%
 City of Mission, KS - Government Business Page	2,527	102	↗ 4.21%
 City of Prairie Village City Hall Business Page	1,922	85	↗ 4.63%

Message Volumes

- Published Posts
- Received Messages

Published Posts, by Day



Toggle Profiles

- Competitor Average ✓

City of Roeland Pa... ✓

City of Fairway, KS ✓

City of Merriam, K... ✓
- City of Mission, KS ... ✓

City of Prairie Villa... ✓

City of Westwood K... ✓

Stats by Page

Facebook Page	Published Posts	Received Messages	Post Breakdown	Public Engagements	Public Engagements per Post
 Competitor Average	69.4	1.4	20 A 42.6  6.8 	1,182.8	17.14
 City of Roeland Park, KS Business Page	123	4	11 A 107  5 	2,551	20.74
 City of Fairway, KS Business Page	36	0	30 A 4  2 	89	2.47
 City of Merriam, KS - Government Business Page	129	2	33 A 87  9 	2,823	21.88
 City of Mission, KS - Government Business Page	86	3	21 A 58  7 	1,696	19.72
 City of Prairie Village City Hall Business Page	86	2	6 A 64  16 	1,286	14.95
 City of Westwood Kansas - Government Business Page	10	0	10 A 0  0 	20	2

Item Number: Unfinished Business- V.-A.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/16/2020
Submitted By: Keith Moody
Committee/Department: Admin
Title: **Consider Request from Scenic Road to Amend Lease Terms**
Item Type: Agreement

Recommendation:

Staff recommends amending the Scenic Road lease.

Details:

Attached is a letter from Scenic Road making a request to amend their lease.

Attached is a proposed lease amendment developed by staff and the City Attorney based upon the proposal presented by Scenic Road. The amendment reflects a 9 month period of the reduced rent option being in place compared to the 16 month period proposed by Scenic Road. Scenic Road is agreeable to the terms reflected in the amendment.

Attached is a copy of the current lease.

Financial Impact

Amount of Request: Has potential for an \$8,000 reduction in 2020 Revenues	
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
📎 Letter from Scenic Road 4-24-20	Cover Memo
📎 Proposal from Scenic Road 4-28-20	Cover Memo
📎 Amendment to Scenic Road Lease	Cover Memo
📎 Scenic Road Lease	Cover Memo

April 24, 2020

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

Keith,

It was great to speak yesterday. Thank you again for taking the time to discuss our situation, and to listen to my concerns.

As I mentioned over the phone, this is an unprecedented time for our company (as it is for so many of us). When my business partner, Kevin, reached out to you several weeks ago to request rent deferment, we were still of the mindset that we would resume some sense of normalcy in the months ahead. But as we're all discovering, each forthcoming day brings new information, new challenges, and in the case of Kevin's and my business, new setbacks. We continue to evolve our understanding of this virus's lethality, and we believe we're going to be living some version of this alternate, socially distanced reality until it's safe to be around one another.

Scenic Road is a video content agency. You rarely see Kevin and I walking through the building because, for the four years that we've officed here, he and I have been on the road, filming people doing all the things that social distancing destroys. If it's not safe to be around each other, we can't walk among crowds in airports, we can't work with the crews that help us film the work, and we can't film employees working together because they're all at home.

Video production is the pipeline that drives our business, and our industry, and when the world came to grips with an epidemic turned pandemic, our clients cancelled all of our shoots—at first, for the coming months, and eventually, for the remainder of the year. Our pipeline is gone, and so too is most of our revenue.

The good news is that our industry is as relevant as ever. Last year was the best in our company's nearly twelve-year history, and the work *will* return once we can drive, fly, and interact with one another. It could take a vaccine for that to happen, and if that's the case, we're probably looking at one-and-a-half to two years before we're back on the road.

Scenic Road continues to have a small amount of postproduction-only work. It's those projects that require us to have an office, as well as the staff that you've come to know over the years—Rob, Derek, Kristen, and CJ. They are editors and animators, and they're able to support their families by working here. We've had to lay off Derek and Kristen, but Rob and CJ are still on staff, and we're doing everything possible to keep them with us.

Kevin and I believe that Scenic Road can weather this storm. But it means keeping our postproduction arm working, and that means keeping our office. To date, we've all taken drastic salary cuts, and we've laid off half the staff, but it's not quite enough.

I'm writing today in hopes that you'll consider a 50% rent reduction for the approximately thirteen months remaining on our lease. Combined with our company's cash on hand, as well as our existing and future guaranteed postproduction work, this will allow us to re-emerge on the other side of this in a position that will ensure success for years to come.

We're contractually required to give notice by April 30th in the event that we'll need to terminate our lease, and believe me, that's never a conversation that I had considered having. If you would, please let me know your thoughts by that date, which is next Thursday.

We are sincerely grateful for any consideration you might give us, and we're hoping we can continue this relationship with the city. It's been an absolute highlight for all of us.

Stay healthy and stay safe.

Sincerely,
Darren Mark

TO Keith Moody
SUBJECT Lease Amendment
DATE 4/28/20

As a result of economic repercussions from the Covid-19 pandemic, Scenic Road proposes a lease amendment for the remainder of our five-year lease with Roeland Park City Hall.

The terms we propose are as follows:

- Assuming funds from new business contracts in a given month (signed on/after 5/1/20) are at 65% (or less) of last year's \$150,000 monthly average, we will pay 50% rent.*
- Assuming funds from new business contracts in a given month (signed on/after 5/1/20) are at least 66% of last year's \$150,000 monthly average, we will pay 75% rent.*
- Assuming funds new business contracts in a given month (signed on/after 5/1/20) are at least 85% of last year's \$150,000 monthly average, we will pay full rent.*

This agreement assumes each month is a unique period of time, and therefore, our sales benchmark resets on the first day of each forthcoming month, and concludes on the last day of each month.

Scenic Road's contracted, third party accounting firm will report each month's new sales activity (signed on/after 5/1/20) to Roeland Park City Hall, and those figures will determine Scenic Road's rent obligation each month through the remainder of our lease.

Because we will be reporting sales figures through the end of the month, Scenic Road also proposes paying several days following the final day of each month so our rent amount is reflective of all sales during the full term of each month (including the final day of the month).

** This performance measure does not include any money coming to us from 2019 contracts, or from Q1 2020 contracts*

**FIRST AMENDMENT
TO
COMMERCIAL FULL SERVICE OFFICE LEASE**

This AMENDMENT, dated effective as of May __, 2020, among **CITY OF ROELAND PARK, KANSAS** (the “City”) and **SCENIC ROAD PRODUCTIONS, INC.** located at 4600 W. 51st Street, Roeland Park, KS 66205 (“**Scenic Road**”) (collectively, the City and Scenic Road referred to herein as the “Parties”), constitutes an amendment (the “**Amendment**”) to the COMMERCIAL FULL SERVICE LEASE commenced on August 1, 2016 (“**Lease**”).

RECITALS:

WHEREAS unforeseen circumstances have impacted Section 4 of the Lease and necessitated a modification to Section 4 through an Amendment;

WHEREAS, the Parties desire to amend the Lease upon the terms and conditions as set forth herein;

NOW, THEREFORE, it is agreed to by the Parties that Section 4 of the Lease is amended as follows:

The Parties agree that each month’s rent between April 1, 2020 and December 31, 2020, shall be based on the New Business Funds that Scenic Road generates each month. “New Business Funds” shall mean the revenue from new business contracts signed on or after May 1, 2020 that is generated from the first day of each month until the last day of each month during the Special Rent Period. The “Special Rent Period” shall refer to the months between April 1, 2020 and December 31, 2020.

Scenic Road agrees to pay the following calculation of rent based New Business Funds during the Special Rent Period:

- When New Business Funds in any month during the Special Rent Period are equal to or less than 65 percent of \$150,000, Scenic Road shall pay 50 percent of rent owed in accordance with Section 4 for that month;
- When New Business Funds in any month during the Special Rent Period are between 66 percent of \$150,000 and 84 percent of \$150,000, Scenic Road shall pay 75 percent of rent owed in accordance with Section 4 for that month;
- When New Business Funds in any month during the Special Rent Period are equal to at least 85 percent of \$150,000, Scenic Road shall pay 100 percent of rent owed in accordance with Section 4 for that month.

The third party accounting firm of Isley, Curry & Howerton will report each month's New Business Funds to Roeland Park City Hall by the 10th day of every month during the Special Rent Period. Rent will be due on the 15th day of every month between May 1, 2020 and January 15, 2021.

The City has discretion to revert the rent owed to the amount set forth in Section 4 for the Special Rent Period upon providing 60 days written notice to Scenic Road.

The rent rates as stated in Section 4 beginning on January 1, 2021 shall remain unchanged.

IN WITNESS WHEREOF, the undersigned do hereby set their hand and seal effective as of May__, 2020.

Dated: _____

SCENIC ROAD PRODUCTIONS, INC.,

By: _____
Principal,

Attested by: _____
Clerk

CITY OF ROELAND PARK, KANSAS,

By: _____
City Manager, Keith Moody

Attested by: _____
City Clerk, Kelly Nielsen

Approved as to Form: _____
City Attorney, Steven E. Mauer

COMMERCIAL FULL SERVICE OFFICE LEASE

THIS LEASE is made as of July, 2016, between **CITY OF ROELAND PARK** ("Landlord"), with an address of 4600 West 51st Street, Roeland Park, Kansas 66205 and **SCENIC ROAD PRODUCTIONS, Inc.**, a Kansas corporation ("Tenant"), with an address of 4600 West 51st Street, Roeland Park, Kansas 66205, who hereby agree as follows:

1. PREMISES. Subject to the covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the premises commonly known as the West Suite and numbered as Suites 303, 307, 308, and 309 (1,204 square feet in floor area) (the "Premises") in the building located at 4600 West 51st Street, in the City of Roeland Park, County of Johnson, State of Kansas (the "Building"), together with the right of ingress and egress and the non-exclusive use of common areas, if any.

2. USE OF PREMISES. The Premises shall be used for general office purposes and for no other purposes without the prior written consent of Landlord. Tenant and its employees, agents, customers and invitees shall at all times fully comply with all (i) zoning, building code, fire code and other laws, ordinances, regulations and public requirements, and (ii) all rules and regulations adopted by Landlord or the Property Manager for the Building, which may be changed from time to time). In no event shall Tenant, its employees, agents, customers or invitees, use the Premises for any illegal activity. The Premises shall not be used for any retail business or other business which caters to the general public or which would cause an unusual amount of vehicular or pedestrian traffic through or at the Building, or which would cause a substantial increase in usage of the Common Areas (as defined herein), including the elevators and hallways of the Building. Tenant shall store no items outside the Premises. If Landlord experiences an increase in insurance premiums due to Tenant's use of the Premises, then Tenant shall pay to Landlord the amount of the increase, on demand, as additional rent hereunder. Tenant shall not create or permit any nuisance or waste, or interfere with other Tenants in their enjoyment of their Premises or interfere with Landlord in the maintenance and operation of the Building. Tenant shall obtain all necessary licensing and registrations for its use and operation of the Premises, and shall pay when due all applicable license and registration fees. Landlord shall have no responsibility whatsoever for obtaining or paying for the same. Tenant shall defend and indemnify Landlord from any liability or expense resulting from Tenant's failure to comply with the terms of this Section.

3. TERM. The Term of this Lease (the "Term") is for one (1) year and zero (0) months, commencing on the 1st day of August 2016 (the "Commencement Date"), and ending on the 31st day of July 2017. The Term may be extended up to four (4) additional one (1) year terms with mutual consent of Landlord and Tenant which shall be provided in writing not less than ninety (90) days prior to the 31st day of July of each year.

4. RENT PAYMENTS.

(a) Monthly Rent. Tenant shall pay to Landlord rent in monthly installments over the Term of this Lease. The first monthly rent installment shall be paid at the execution of this Lease and all subsequent monthly rent installments shall be due on the first day of each succeeding month during the Term. The amount of each monthly rent installment shall be as follows:

August 1, 2016 – July 31, 2017	\$17.00/sq. ft.	\$1,705.67 per month
August 1, 2017 – July 31, 2018	\$17.25/sq. ft.	\$1,730.75 per month
August 1, 2018 – July 31, 2019	\$17.50/sq. ft.	\$1,755.83 per month
August 1, 2019 – July 31, 2020	\$17.75/sq. ft.	\$1,780.92 per month
August 1, 2020 – July 31, 2021	\$18.00/sq. ft.	\$1,806.00 per month

Each monthly installment is due and payable in advance without notice or demand at Landlord's above stated address, or by direct deposit into Landlord's checking account.

(b) Partial Months; Late Charges. Rent for any partial month during the Term shall be prorated based upon the number of days in the month and, if the Commencement Date of the Term is not the first day of a calendar month, the rent for such initial partial month shall be due on said Commencement Date. Any rent payments received by Landlord more than five (5) days late shall bear interest at the rate of five percent (5%) per annum (or the highest legal rate, if that percentage exceeds the highest legal rate) from the dates they are due until the dates they are paid. In addition, Landlord shall be entitled to impose upon Tenant a service charge of \$25.00 for each rent payment not received by the tenth (10th) day of the month.

(c) Where Rent Paid. Basic rent or other payments to be paid by Tenant hereunder shall be paid to Landlord at 4600 West 51st Street, Roeland Park, Kansas or by automated payment to Landlord's prescribed checking account.

(d) No Deductions. Rent payable hereunder shall be paid promptly and in full. Tenant shall not be entitled to make or

claim any deductions or set-offs to any rent payments owing hereunder for any reason whatsoever, unless the same is expressly authorized in this Lease or by a writing signed by Landlord.

5. SECURITY DEPOSIT. Concurrently with execution of this Lease, Tenant shall deliver to Landlord \$1,200.00 as security for the performance by Tenant of every covenant and condition of this Lease (the "Security Deposit"). Said Security Deposit may be co-mingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's damage or default. If any portion of the Security Deposit is so applied, Tenant, upon demand by Landlord, shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Should Tenant comply with all of the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant promptly after expiration of the term thereof.

6. POSSESSION. Possession shall be on August 1, 2016. Landlord shall use due diligence to give possession as nearly as possible at the beginning of the Term. Rent shall abate pro rata for the period of any delay in giving Tenant possession and the Term shall be adjusted to begin on the first of the month following Landlord's delivery of the space to Tenant. Tenant shall make no other claim against Landlord for delay in obtaining possession.

7. PROPERTY INSURANCE. Tenant shall comply with all insurance regulations so the lowest property damage, including loss of rent and liability insurance rates may be obtained; and nothing shall be done or kept in or on the Premises by Tenant which shall cause an increase in the premium for any such insurance on the Premises or on any building of which the Premises are a part or on any improvements located therein, over the lowest rate obtainable or which shall cause cancellation or make void any such insurance. Tenant shall maintain, at all times during the Term, adequate insurance on its personal property used, stored or kept in the premises.

8. INDEMNITY AND LIABILITY INSURANCE. Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through Tenant, its agents, employees, invitees or any person on the Premises by reason of Tenant's use or occupancy or resulting from Tenant's non-use or possession of said property and any and all loss, cost, liability or expense resulting therefrom. Tenant shall maintain, at all times during the Term, comprehensive general liability insurance in an insurance company licensed to do business in the state in which the Premises are located and satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than \$1,000,000.00 for injury to or \$1,000,000.00 death of persons and \$1,000,000.00 for property damage. During the Term, Tenant shall furnish Landlord with a certificate or certificates of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insureds.

9. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Tenant's assets or otherwise, or by operation of law, shall be deemed an assignment of this Lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

10. SIGNS AND ADVERTISEMENTS. Tenant shall not place upon nor permit to be placed upon any part of the Premises, any signs, billboards or advertisements what so ever, without the prior written consent of Landlord. All permitted signage shall be at Tenant's sole expense. Landlord will provide directory signage at Landlord's expense.

11. CONDITION OF PREMISES. Tenant acknowledges that it has inspected the Premises and, except as may be provided otherwise in this Lease, Tenant accepts the Premises in its present condition. At the end of the Term, except for damage caused by fire or other perils, Tenant, at its expense, shall (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by Tenant, subject to reasonable wear resulting from uses permitted hereunder, and further subject to Tenant's obligations stated in Paragraphs 12 and 14 herein; (b) have removed all of Tenant's property from the Premises; (c) have repaired any damage to the Premises caused by the removal of Tenant's Property; and (d) leave the Premises free of trash and debris and the building in "broom clean" condition.

12. BUILDING SERVICES.

(a) Hours and Type of Services. Landlord shall use reasonable efforts to furnish the following services during ordinary business hours, which are 7:30 a.m. to 6:30 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturdays, excluding legal holidays: (i) hot and cold water; (ii) heat and air conditioning as appropriate (excluding

dedicated computer or communications rooms); (iii) janitorial service, including window washing from time to time; (iv) passenger elevators for use in common with other Tenants; (v) light bulb replacement; (vi) electrical power sufficient for ordinary office use and office equipment; and (vii) maintenance of the Common Areas of the Building (defined as the entryway, building lobby, passenger elevators, common hallways, public restrooms and other areas of the Building not designed for use by a single Tenant). Landlord shall not, however, be responsible for repair and maintenance of any such items if the damage has been caused by the actions or negligence of Tenant, its employees or invitees. In such case Tenant shall be responsible for the repair and maintenance of the damaged items or areas.

(b) Additional Building Services. If Tenant desires Building Services outside the parameters specified above or outside ordinary business hours as defined above, Landlord shall use reasonable efforts to supply the same if Tenant is not in default and if Landlord receives at least twenty-four (24) hours' prior written notice from Tenant. Tenant shall promptly pay such reasonable charges as Landlord may determine which shall include a reasonable amount of overhead expenses and profit of Landlord.

(c) Excess Use of Services by Tenant. If a survey by Landlord indicates that Tenant may be using electrical current in excess of that specified above, or otherwise in excess of ordinary office building usage, Landlord may invoice Tenant for the excess charge or have a separate meter installed for Tenant's Premises at Tenant's cost. Landlord shall also have the right (but not the obligation) to install at Tenant's cost additional risers or wiring to meet Tenant's needs. If Tenant's use requires additional heating or air conditioning to the Premises, Landlord shall have the right (but not the obligation) to install at Tenant's cost additional equipment or systems to meet Tenant's needs. Landlord shall have the right to require Tenant to pay any such additional costs in advance.

(d) Discontinuance of Certain Services. If any service to be provided by Landlord hereunder is discontinued by the supplier thereof, Landlord may discontinue the service so long as it arranges for a substitute service or a direct connection to the Premises of such service. In the latter event, Tenant shall become solely responsible for contracting and paying for such service. If any of the Building Services are interrupted for any reason, Landlord shall use reasonable efforts to resume the providing of the same within a reasonable time (unless the interruption is caused through the action or negligence of Tenant, in which case Tenant shall be solely responsible for repair and resumption of the same). No such interruption, from whatever cause, shall make Landlord liable to Tenant hereunder for any damages, shall entitle Tenant to any abatement or reduction in rent, or shall entitle Tenant to claim any actual or constructive eviction hereunder. Landlord shall have the right to temporarily interrupt services if necessary to accommodate any repair, renovation or rebuilding work, but shall use reasonable efforts to notify Tenant of the same if possible. Landlord shall not be liable for any temporary interruptions.

13. PARKING LOT. Tenant shall have the use of unreserved parking spaces on a space-available basis, subject to such charges as may be imposed by Landlord or the operator of the parking facility from time to time. The location of all parking spaces shall be undesignated. Tenant shall comply with any requirements of Landlord or the operator of the parking facility, including (but not limited to) the use of any "card key" or other prescribed access system, and providing descriptions and license numbers of authorized cars. Tenant has a license for the use of the parking spaces, which includes the use of the space but which does not include any security services. Landlord shall not be liable for any damage, theft, loss or expense that Tenant or its employees, customers or invitees may suffer.

14. MAINTENANCE AND REPAIR BY LANDLORD. Except as may be caused by acts or negligence of Tenant, Landlord shall, at Landlord's sole cost and expense, maintain and keep in good repair the Premises and all components of the Building. Landlord shall be under no obligation, and shall not be liable for any failure to make any repairs until and unless Tenant notifies Landlord in writing that such repairs are necessary. Landlord shall have a reasonable time thereafter to make repairs.

15. DAMAGE BY CASUALTY. If, during the Term or previous thereto, the Premises or the Building of which said Premises are a part shall be destroyed or so damaged by fire or other casualty as to become untenable, then in such event, at the option of Landlord, this Lease shall terminate from the date of such damage or destruction. Landlord shall exercise this option to so terminate this Lease by notice in writing delivered to Tenant within thirty (30) days after such damage or destruction. Upon such notice, Tenant shall immediately surrender said Premises and all interest therein to Landlord and Tenant shall pay rent only to the time of such damage or destruction. If Landlord does not elect to terminate this Lease, this Lease shall continue in full force and effect, and Landlord shall expeditiously repair the Premises, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose, may enter said Premises. In that event, rent shall abate in proportion to the extent and duration of untenable. In either event, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and its other personal property within five (5) days after the request by Landlord. If the Premises shall be slightly damaged by fire or other casualty, so as not to render the same untenable, then Landlord shall expeditiously repair the same and in that case the rent shall not abate. Except for rent abatement as herein provided, no compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or loss of business arising from the necessity of repairing any portion of the Building or the Premises.

16. PERSONAL PROPERTY. Landlord shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of Tenant in or about the Premises.

17. ALTERATIONS. Tenant shall not make any alterations or additions in or to the Premises without the prior written consent of Landlord.

18. LEGAL REQUIREMENTS. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and Tenant shall indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so.

19. FIXTURES. Except for Tenant's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installations and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of Landlord or Tenant, shall belong to Landlord and shall remain on and be surrendered with the Premises at the expiration or termination of this Lease. However, at Landlord's option, Tenant shall remove Tenant's alterations or improvements prior to the expiration of this Lease and return the Premises to its original condition.

20. EMINENT DOMAIN. Should all of the Premises be taken under the power of eminent domain or a conveyance in lieu thereof by any authority having the right of condemnation, or if a portion thereof is taken so that the Premises are unsuitable, in Tenant's reasonable opinion, for Tenant's use, then the Term of this Lease shall terminate as of the date that title shall vest in the acquiring authority and the rent and other charges shall be adjusted as of the date of such taking. In such case, Landlord shall be entitled to the proceeds of the condemnation award made to Landlord. Nothing herein shall be construed to prevent Tenant from separately pursuing a claim against the condemning authority for its independent loss or damages to the extent available, provided, however, that no award made to or on behalf of Tenant shall reduce, limit, or restrict the award to Landlord, and no allocation of Landlord's award in condemnation shall occur. Tenant shall have no claim against Landlord for the value of the unexpired term of this Lease. Should any part of the Premises be taken in the exercise of eminent domain or a conveyance in lieu thereof or in connection therewith, but not such as to render the Premises unsuitable for the operation of its business, this Lease shall continue on the same terms and conditions except that the description of the Premises or the real estate taken by right of eminent domain or a conveyance in lieu thereof or in connection therewith shall be modified to reflect such taking. In the event this Lease does not terminate by reason of such taking, the condemnation proceeds from the Premises will first be used to restore the Premises to a position of occupancy by the Tenant. The balance of such condemnation proceeds from the Premises, if any, shall belong to Landlord.

21. WAIVER OF SUBROGATION. As part of the consideration for this Lease, each of the parties hereby releases the other party from all liability for damage due to any act or neglect of the other party occasioned to property owned by said parties which is or might be incident to or the result of a fire or other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties, and the parties further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

22. DEFAULT AND REMEDIES. If: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease; (b) Tenant deserts or vacates the Premises; (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon ten (10) days prior written notice, excepting the payment of rent or additional rent for which no demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises either with or without process of law, and to expel, remove and put out Tenant or any other persons thereon, together with all personal property; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, rent said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises. At the option of Landlord, rents received by Landlord from such reletting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than rent and additional rent due hereunder; second, to payment of any costs and expenses of such reletting, including, but not limited, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of rent and additional rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the rent and additional rent and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Tenant agrees that, notwithstanding Landlord's possession of the Premises, Tenant shall remain liable for and shall pay Landlord an amount equal to the entire rent payable to the end of

the then applicable term of this Lease. This amount may either (i) be accelerated and become payable at once, or (ii) become due and be payable monthly, at the sole option of Landlord. In addition, Tenant shall be liable for and shall pay to Landlord any loss or deficiency sustained by Landlord because of Tenant's default. In case the Premises are relet, Tenant shall pay the difference between the amount of rent payable during the remainder of the then applicable Lease term and the net rent actually received by Landlord during the term after deducting all expenses for repairs, alterations, recovering possession and reletting the same, which difference shall either (i) accrue and be payable monthly, or (ii) be accelerated and become payable at once, at Landlord's sole option. Landlord shall have the right and remedy to seek redress in the courts at any time to correct or remedy any default of Tenant by injunction or otherwise, without such resulting or being deemed a termination of this Lease, and Landlord, whether this Lease has been or is terminated or not, shall have the absolute right by court action or otherwise to collect any and all amounts of unpaid rent or unpaid additional rent or any other sums due from Tenant to Landlord under this Lease which were or are unpaid at the date of termination. If it is necessary for Landlord to bring any action under this Lease, to consult with an attorney concerning or for the enforcement of any of Landlord's rights, then Tenant agrees in each and any such case to pay to Landlord, Landlord's reasonable attorney's fees. In addition to the remedies set forth herein, Tenant shall pay a late charge in the amount of eighteen (18%) percent of any payment due hereunder which remains unpaid on the tenth (10th) day after same is otherwise due hereunder. Said late charge shall be deemed additional rent, and the assessment or collection of same shall not limit or delay Landlord's pursuit of any remedy arising hereunder upon Tenant's default.

23. WAIVER. The rights and remedies of Landlord under this Lease, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Landlord of any breach or default of Tenant shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Landlord of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date. Receipt by Landlord of partial payment after Tenant's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Landlord before or after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

24. TOXIC OR HAZARDOUS MATERIALS. Tenant shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises without the prior written consent of Landlord. Tenant, at its sole cost, shall comply with all laws relating to Tenant's storage, use and disposal of hazardous or toxic materials. Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the Tenant storage, use or disposal of any toxic or hazardous material in, on or about the Premises including, but not limited to, removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature located on the Premises, to their condition existing prior to the appearance of toxic or hazardous materials on the Premises. Tenant's obligations under this paragraph shall survive the termination of this Lease.

25. NOTICES. Any notice hereunder shall be sufficient if sent by certified mail, addressed to Tenant at the Premises, and to Landlord where rent is payable.

26. SUBORDINATION. This Lease shall be subordinate and inferior at all times to the lien of any mortgage and to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the premises are located, and to all renewals, modifications, replacements, consolidations and extensions thereof. Tenant shall execute and deliver all documents requested by any mortgagee or security holder to effect such subordination. In the event of a sale or assignment of this Lease or of Landlord's interest in the Premises or the Building in which the Premises are a part, are transferred to any other person because of a mortgage foreclosure, exercise of a power of sale under a mortgage or otherwise, Tenant shall attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder.

27. SUCCESSORS. The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and assigns of each of the parties hereto, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any rights in the assignee or subtenant of Tenant.

28. QUIET POSSESSION. Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns. Any conveyance of the Landlord's ownership interest in the Premises shall be subject to the assumption of this Lease and all its terms by the purchaser. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

29. BANKRUPTCY. Neither this Lease nor any interest therein nor any estate hereby created shall pass to any trustee

or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors by operation of law or otherwise during the Term or any renewal thereof.

30. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof. If there be more than one Tenant named herein, the provisions of this Lease shall be applicable to and binding upon such Tenants, jointly and severally.

31. ESTOPPEL CERTIFICATES. Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or of the business of Landlord.

32. ADDENDA AND EXHIBITS.

Exhibit A: Floor Plan
Exhibit B: Site Plan

IN WITNESS WHEREOF, said parties hereunto subscribed their names.

Landlord
City of Roeland Park

By: [Signature]

Title: 2/19/16

Date: City Administrator

Tenant
Scenic Road

By: [Signature]

Title: Principal

Date: 7/31/2016

WEST SUITE
8575 SF

COMMON
1176 SF

CITY AREA
575 SF

EAST SUITE
1984 SF

RECEPTION
919 SF

OFFICE 300
81 SF

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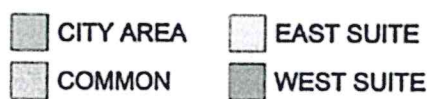
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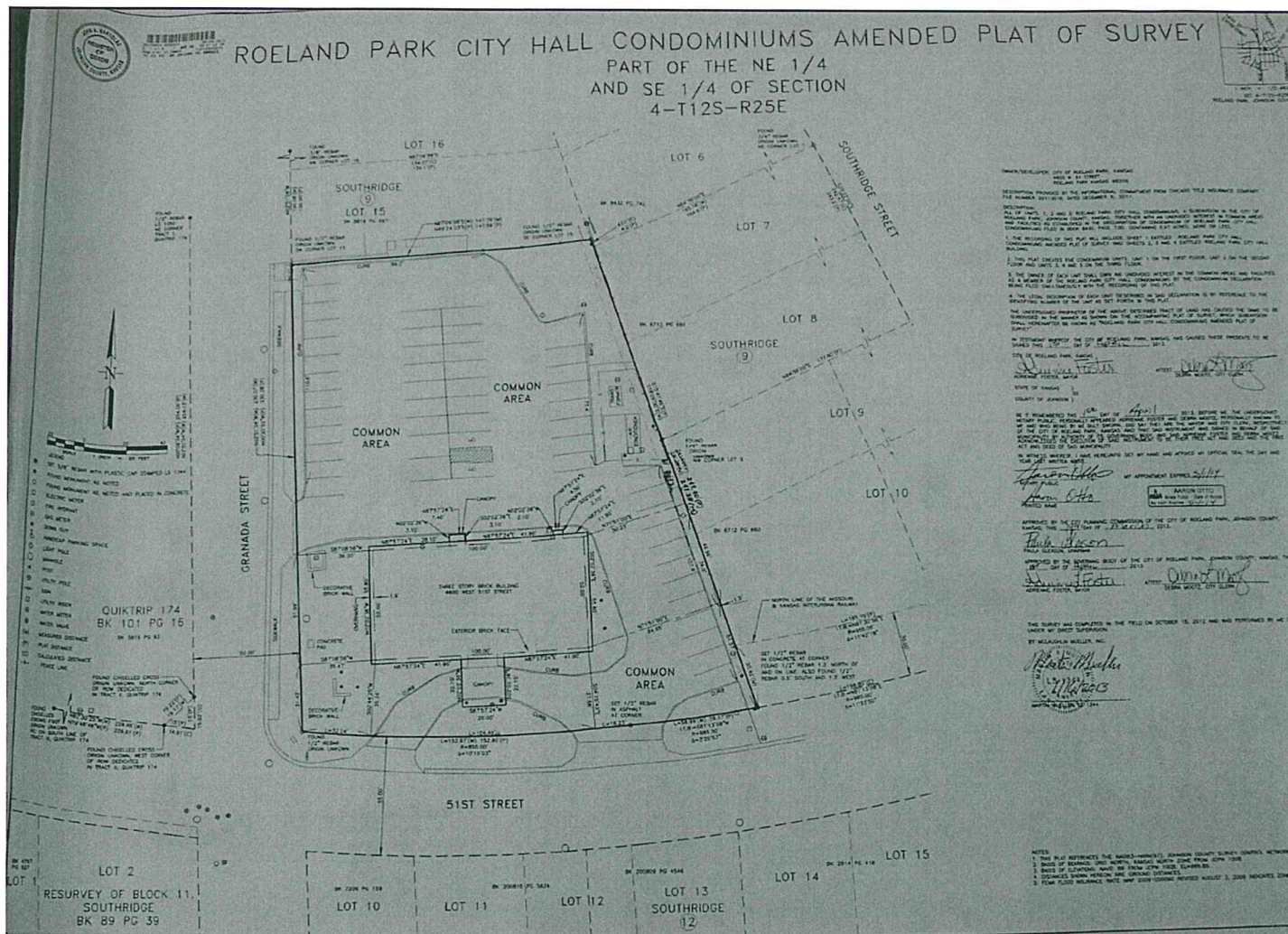
OFFICE 469
171 SF

OFFICE 47



1 3RD FLOOR
1/2" = 1'-0"  NORTH

Exhibit B: Site Plan



Item Number: New Business- VI.-A.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/29/2020
Submitted By: Tony Nichols
Committee/Department: Parks and Rec.
Title: **Pool Season Discussion**
Item Type: Discussion

Recommendation:

Staff has completed a review of anticipated impacts on pool operations per the Kansas Reopening Plan based upon this review and out of an abundance of caution staff is recommending cancelling the 2020 pool season.

Details:

Please see attached staff memo and financial analysis for 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
📎 Staff Recommendation Memo on 2020 Pool Season	Cover Memo
📎 Financial Analysis of COVID 19 On Pool Season	Cover Memo

Memo

To: Governing Body

From: Tony Nichols Superintendent of Parks and Recreation

CC: Keith Moody

RE: COVID-19 Considerations for RPAC



With the release of the Reopen Kansas Plan staff is charged with evaluating the 2020 RPAC season and what modifications can be made to accommodate the restrictions outlined. Prior to the release of the Reopen Kansas Plan both the SuperPass agreement and the Johnson County Swim and Dive League voted to cancel programs for the 2020 season citing anticipated operational restrictions.

The RKP (Reopen Kansas Plan) has three phases and a phase out date. Each phase has gating criteria that must be met to open to the next phase. Pools are listed in phase two which begins no earlier than May 18th. While pools are allowed to operate in phase two, the restrictions and guidelines in place would make RPAC nearly impossible to operate.

Restrictions on Phase Two & Phase Three opening:

Encourage all residents to wear masks in public

Social distancing of at least 6 feet

Staff must be provided with appropriate PPE

Reduced patron capacity to maintain social distancing guidelines, however gathering limits do not appear to be applicable to pools

Operational Concerns opening in Phase Two or Phase Three:

- In order to enforce distancing, the CDC recommends having a dedicated staff member walk the facility to ensure distancing guidelines are being met. This position can not be a lifeguard as they are still charged with monitoring patron safety.
- Lifeguard training cannot be conducted within the 6 feet social distancing guidelines.
- Continuous cleaning/sanitation of frequently touched surfaces (pool furniture, ladders, diving board handles, slide stair rails, restroom sinks, door handles, etc)
- Procuring and maintaining PPE supplies for all staff.
- Swim Lessons can not be taught with social distancing restrictions and will have to be canceled.
- Season Pass option eliminated due to gathering limit restrictions.
- Limited concessions to only prepackaged options – or vending machine offerings

Considerations For Modified Operational Plan (Opening Date During Phase Two or Three):

Social distancing restrictions not only adds considerable obstacles for staff to enforce throughout the season, it poses far more significant obstacles to staff training. Lifeguard training is a contact based training. To gain the confidence and skills to perform rescues, lifeguard candidates need to train in live scenarios and demonstrate they can perform

rescues both safely and effectively. Lifeguard certifying agencies are attempting to adapt their classes to fit into social distancing guidelines, but they won't be able to fully adapt them to a completely touch free program.

Lifeguards will be required to wear their masks at all times until they perform rescues. Adapted rescue protocol proposals include an assessment for fever or obvious signs of symptoms of potential COVID positive patient, if they observe any of those indicators they are to pull back and put on full PPE equipment (gown, gloves, face shield). These protocols, while maybe best practice, put our lifeguard staff on the same front lines as first responders or hospital workers.

Our staff will be primarily 15-18 year olds that will not have the experience and training that paramedics and first responders receive.

Front desk staff and pool managers will have to enforce guidelines outlined in the RKP and staff anticipates frequent confrontations with denial of entry or enforcement of distancing.

Enforcing social distancing with children in an aquatic and play environment will be a monumental task.

There is also potential for staffing shortages due to fear by employees for potential exposure.

Phase Out Opening Date:

The Phase Out portion of the plan lifts most all restrictive guidelines that pose operational obstacles. Phase Out would occur no earlier than June 15th. Staff will need

at least one week after Phase Out to train staff prior to opening facility for public use. Best case opening date (without any delay in the phase roll outs) would be June 22nd.

Financial Impact of Phase Out Opening:

Exhibit A outlines the financial impact of a Phase Out opening. Revenue projections would be significantly reduced with the elimination of season passes and programming. Staffing expenditures would increase to meet the cleaning/social distancing enforcement guidelines.

Considerations for Cancelation of 2020 Pool Season:

Aquatic Center staff will be working in higher risk environment than full times staff. 15-18 year old employees will be on the front lines of enforcing distancing recommendations and sanitation practices.

The financial impact of canceling the 2020 season would be approximately a \$197,000 savings for the City of Roeland Park.

There would be an opportunity to start the RPAC renovation project earlier than the projected September 8th starting date.

The sooner a decision concerning canceling the season is made the greater opportunity for seasonal staff to secure other employment opportunities.

Staff Recommendation:

When training staff for pool operations for the last 20 years, I have led off every single training session with the following statement: *My primary concern as a pool operator is the safety of my staff. Patron safety is a very close second, but as a manager my first obligation is to ensure the safety of my staff.* I have serious concerns about putting the staff of the RPAC in the positions outlined above. Our staff are primarily minors and we are asking them to take on responsibility and risks that many of our full time staff will not face throughout this COVID-19 response.

Weighing all the risks associated with a modified operational plan, uncertainty of phase rollout dates and the potential financial benefit to the City of Roeland Park, Staff recommends cancelation of the 2020 pool season.

City of Roeland Park

Line Item Activity Budget - Aquatic Center Fund

		2020 Budget Based		6/22/20 opening	Cancel Pool Season
		Adopted 2020 Budget	Upon Agreement with MPM		
Beginning Fund Balance		101,781.12	101,781.00		
Program Fees					
4275	Program Fees	\$ 32,556	\$ 23,000	0	0
4276	Internal Program Revenue	\$ 13,000	\$ 12,000		0
4277	Participation Fees	\$ 95,488	\$ 100,000	65000	0
4278	Advertising Sponsorship		\$ 2,000		
4279	Facility Rental	\$ 4,850	\$ 3,800	0	0
4290	Concession Revenue	\$ 15,000	\$ 13,000	6000	0
4291	Retail Sales - Taxable	\$ 522	\$ 100		
4292	Taxable Sales Discounts (contract)	\$ (8,000)	\$ (200)	\$ -	\$ -
TOTAL Program Fees		\$ 153,416	\$ 153,700	\$ 71,000	\$ -
Total Revenues		\$ 153,416	\$ 153,700	\$ 71,000	\$ -
A Salaries					
5101	Full Time Salaries	\$ 38,229	\$ 16,000	\$ 16,000	\$ 16,000
5102	Overtime		\$ 600	600	0
5104	Part Time Salaries	\$ 143,051	\$ 171,993	120,000	0
5122	FICA/SSI				
5123	KPERS				
5126	Benefits (includes medical premium)	\$ -			
5120	Cell phone allowance	\$ -	\$ 150	\$ 150	\$ 150
A Salaries Total		\$ 181,280	\$ 188,743	\$ 136,750	\$ 16,150
B Contracted Services					
5201	Electric	\$ 30,000	\$ 28,000	23000	6000
5202	Telephone	\$ 600	\$ 600	600	600
5203	Printing and Advertising	\$ 1,300	\$ 3,000	3000	0
5205	Postage	\$ 500	\$ 4,000	4000	0
5206	Travel & Training	\$ 2,912	\$ 1,500	500	500
5207	Medical Expense & Drug Testing	\$ 3,040	\$ 3,340	3040	0
5209	Professional Services	\$ 100	\$ 600	100	100
5210	Maintenance & Repair of Bldg.	\$ 3,000	\$ 3,000	3000	3000
5211	Maintenance & Repair of Equip		\$ 3,000		
5214	Other Contractual Services	\$ 21,820	\$ 21,700	21700	5000
5223	Pool Management Fee	\$ 35,000	\$ 34,850	35000	6000
5229	State fees, permits/Sales tax	\$ -	\$ 1,100		
5241	Rentals		\$ -		
5250	Insurance & Surety Bonds		\$ -		
5266	Computer Software	\$ 5,000	\$ 5,000	5000	5000
5287	Water	\$ 14,000	\$ 13,000	12000	2000
5288	Waste Water/Trash	\$ 15,100	\$ 16,000	14000	2000
5289	Natural Gas	\$ 30,100	\$ 20,000	\$ 1,500	\$ 800
B Contracted Services Total		162,472	158,690	126,440	31,000

City of Roeland Park

Line Item Activity Budget - Aquatic Center Fund

Roeland Park Aquatics Center

		2020 Budget Based			
			Upon Agreement	6/22/20	Cancel Pool
		2020 Budget	with MPM	opening	Season
C	Commodities				
5301	Office Supplies	\$ 1,400	\$ 1,300	500	250
5302	Motor Fuels and Lubricants	\$ 200	\$ 200	200	200
5304	Janitorial Supplies	\$ 2,000	\$ 2,500	2500	0
3505	Dues, Subscriptions & Books	\$ 435	\$ 300	435	435
5306	Building Supplies and Materials	\$ 5,190	\$ 5,000	4500	2000
5307	Other Commodities	\$ -	\$ 150	150	
5308	Clothing/Uniforms	\$ 6,420	\$ 6,360	6360	500
5318	Tools	\$ 200	\$ 200	200	200
5311	Pool Equipment	\$ 3,325		3325	500
5312	Grounds supplies and equipment	\$ 2,050	\$ 5,000	2050	500
5313	Safety Supplies/Equip	\$ 2,300	\$ 2,200	3000	0
5314	Operating Supplies/Personal Care	\$ 400	\$ 200	400	0
5318	Furnishes and Computer Equipment	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200
5325	Concessions food and supplies	\$ 8,650	\$ 8,650	2500	0
5326	Chemicals	\$ 20,000	\$ 22,800	\$ 15,000	\$ -
C	Commodities	\$ 57,770	\$ 60,060	\$ 46,320	\$ 9,785
	Total Operating Expenses				
	(Salaries+Contractual				
	Services+Commodities)	\$ 401,522	\$ 407,493	\$ 309,510	\$ 56,935
	Total Annual Surplus or (Loss)	\$ (248,106)	\$ (253,793)	\$ (238,510)	\$ (56,935)
	Estimated Savings to General Fund (the General Fund Subsidizes the Aquatic Fund)			\$ 15,283	\$ 196,858

Item Number: New Business- VI.-B.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/24/2020
Submitted By:
Committee/Department:
Title: **Approve Extending Vertical Construction and Final Completion Deadlines for Sunflower Medical**
Item Type:

Recommendation:

Staff recommends approving the extension per the attached agreement amendment.

Details:

Sunflower has requested the City consider extending their “vertical construction start date” from May 1 to May 25. It is a reasonable request considering the unusual circumstances we are living in. This adjustment would also change the completion date by the same number of days (they have 1 year from the start of vertical construction to complete construction. Steve Mauer has reviewed the agreement and has prepared an amendment to the sale agreement that would afford this change. Per Sunflower their request is driven by a longer than expected review and approval process for the sanitary sewer realignment and underground electric relocation improvements.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 2nd Amendment to Land Sale Agreement	Cover Memo

**SECOND AMENDMENT
TO
LAND PURCHASE AND DEVELOPMENT AGREEMENT**

This SECOND AMENDMENT TO LAND PURCHASE AND DEVELOPMENT AGREEMENT ("Amendment") is entered into effective as of May __, 2020, by and between HELIANTHUS REAL ESTATE GROUP, LLC, a Kansas limited liability company ("Buyer"), as successor-in-interest to SMG Investments, LLC, a Kansas limited liability company ("SMG"), and the CITY OF ROELAND PARK, KANSAS (the "Seller"), a municipal corporation duly organized and existing under the laws of the state of Kansas (collectively referred to herein as the "Parties"), constitutes an amendment to the Land Purchase and Development Agreement.

RECITALS:

A. Buyer and Seller entered into the Land Purchase and Development Agreement (the "Agreement") dated July 3, 2019.

B. SMG assigned to Buyer, and Buyer assumed from SMG, all the rights and obligations of SMG as buyer under the Agreement by that certain Assignment and Assumption of Land Purchase and Development Agreement dated December 2, 2019.

C. Seller and Buyer have previously amended Section 3.5 of the Agreement to extend the date by which Buyer must commence vertical construction on the Property.

D. Seller and Buyer desire to further amend the Agreement to extend the date by which Buyer must commence vertical construction on the Property.

D. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Section 3.5.** Section 3.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

Construction Schedule: Buyer shall, no later than May 25, 2020, commence vertical construction, i.e. pour footings and foundations, and thereafter, shall diligently prosecute to completion within twelve (12) months of the commencement of vertical construction, the construction, improvement, equipping,

and completion of the Project, subject to events of Force Majeure (as hereafter defined). Progress reported based on this time schedule will be made by Buyer at least monthly to the City Administrator during construction.

IN WITNESS WHEREOF, Buyer executes this Amendment as of April ____, 2020.

Buyer:

HELIANTHUS REAL ESTATE GROUP, LLC
a Kansas limited liability company

By: SMG Investments, LLC,
a Kansas limited liability company

Its: Manager

By: _____

IN WITNESS WHEREOF, Seller executes this Amendment as of April ____, 2020.

Seller:
THE CITY OF ROELAND PARK, KANSAS,

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

Approved as to Form:

City Attorney, Steven E. Mauer

Item Number: **Ordinances and Resolutions:- VII.-**
 A.
Committee **5/4/2020**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 5/4/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Finance
Title: **Charter Ordinance 37 for Issuance of General Obligation Bonds**
Item Type: Ordinance

Recommendation:

Approve Charter Ordinance no. 37 to issue General Obligation Bonds for R Park and pool improvements.

Details:

Charter Ordinance no. 37 replaces the previous charter ordinance, no 27, which was approved in 2014 prior to the issuance of general obligation debt for the purchase of streetlights. This ordinance will allow for the issuance of GO debt without going to a public vote and provides for these parks and recreation improvements.

Charter ordinances must be published twice in the City's paper of record (the Legal Record) followed by a 60 day protest period. After that point, the City will need to issue a parameters resolution which will establish the terms of the debt the City plans to issue. We intend to issue \$1.25 million in GO Bonds which will cover 37% of the total cost of the RPAC renovations and R Park improvements. The balance of the project will be covered by sales tax revenues from the 1/4 cent dedicated to the Special Infrastructure Fund and General Fund resources.

The schedule for bond issuance is attached. Kevin Wempe, bond counsel with Gilmore & Bell will be on hand for any questions.

Should a petition requesting a public vote on this charter ordinance be filed within in the protest period and meeting the prescribed state statutes, there will be sufficient time to incorporate the question on the November 2020 ballot.

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
☐	Charter Ord. 37	Ordinance
☐	Calendar	Exhibit
☐	Debt Issue Analysis	Cover Memo

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF ROELAND PARK, KANSAS
HELD ON MAY 4, 2020**

The governing body met in regular session at the usual meeting place in the City, at 6:00 P.M., the following members being present and participating, to-wit:

Absent: _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

Thereupon, there was presented a Charter Ordinance entitled:

A CHARTER ORDINANCE EXEMPTING THE CITY OF ROELAND PARK, KANSAS, FROM THE PROVISIONS OF K.S.A. 14-570 AND K.S.A. 14-571 AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT RELATING TO PUBLIC IMPROVEMENTS AND THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING FOR THE IMPROVEMENTS; AND REPEALING CHARTER ORDINANCE NO. 27 OF THE CITY.

Thereupon Councilmember _____ moved that said Charter Ordinance be passed. The motion was seconded by Councilmember _____. Said Charter Ordinance was duly read and considered, and upon being put, the motion for the passage of said Charter Ordinance was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____

Thereupon, the Charter Ordinance having passed with more than a 2/3 vote of the governing body, the Mayor declared said Charter Ordinance duly passed and the Charter Ordinance was numbered Charter Ordinance No. _____ and was signed by the Mayor and attested by the City Clerk.

* * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Roeland Park, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

City Clerk

(Published in *The Legal Record* on May 12 and May 19, 2020)

CHARTER ORDINANCE NO. 37

A CHARTER ORDINANCE EXEMPTING THE CITY OF ROELAND PARK, KANSAS, FROM THE PROVISIONS OF K.S.A. 14-570 AND K.S.A. 14-571 AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT RELATING TO PUBLIC IMPROVEMENTS AND THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING FOR THE IMPROVEMENTS; AND REPEALING CHARTER ORDINANCE NO. 27 OF THE CITY.

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas (the “Act”), provides that cities may exercise certain home rule powers, including passing charter ordinances which exempt such cities from non-uniform enactments of the Kansas Legislature; and

WHEREAS, the City of Roeland Park, Kansas (the “City”) is a city, as defined in the Act, duly created and organized, under the laws of the State of Kansas; and

WHEREAS, K.S.A. 14-570 and K.S.A. 14-571 are part of an enactment of the Kansas Legislature (K.S.A. 14-570 *et seq.*) relating to public improvements and the issuance of bonds for such purposes, which enactment is applicable to the City, but is not uniformly applicable to all cities within the State of Kansas; and

WHEREAS, the governing body of the City (the “Governing Body”) desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 14-570 and K.S.A. 14-571, and to provide substitute and additional provisions therefor.

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

Section 1. Exemption. The City, by virtue of the powers vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 14-570 and K.S.A. 14-571, and shall be governed by the following substitute and additional provisions contained herein.

Section 2. Master Plan for Public Improvements. Whenever the City Administrator or his or her designee has filed with the Governing Body a master capital improvements plan (the “Plan”) for the physical development of the City within the boundaries of the City, including the acquisition of land necessary therefore, the acquisition of equipment, vehicles or other personal property to be used in relation thereto, and may provide for assumption and payment of benefit district indebtedness heretofore created for public improvements, and which Plan may require a number of years to execute, and such Plan is approved by the Governing Body, the City is hereby authorized to issue its general obligation bonds (the “Bonds”) in an amount sufficient to carry out such Plan and associated costs.

Section 3. Procedure for Issuance of Bonds. Before any Bonds are authorized or issued pursuant to this Charter Ordinance, the City will adopt a resolution specifying the amount of such Bonds and the purpose of the issuance thereof. The resolution will be effective upon adoption and the City may proceed to issue the Bonds.

Section 4. Severability. If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality

or invalidity shall not affect any other provision of this Charter Ordinance. In such instance, this Charter Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 5. Repeal. Charter Ordinance No. 27 of the City is hereby repealed.

Section 6. Effective Date. This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty (60) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such purpose.

PASSED with at least a two-thirds (2/3) vote of the entire Governing Body of the City of Roeland Park, Kansas, on May 4, 2020, and **APPROVED AND SIGNED** by the Mayor.

Mike Kelly, Mayor

(SEAL)

ATTEST:

Kelley Nielsen, City Clerk

CERTIFICATE OF NO PROTEST

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Roeland Park, Kansas (the “City”), does hereby certify that the governing body of the City duly passed Charter Ordinance No. _____ on May 4, 2020, that said Charter Ordinance was published once a week for two consecutive weeks (May 12, 2020 and May 19, 2020) in ***The Legal Record***, the official City newspaper and a newspaper of general circulation within the City; that more than sixty (60) days have elapsed from the date of the last said publication; and that there has been no sufficient written protest filed in my office against said Charter Ordinance, as provided in Article 12, Section 5 of the Kansas Constitution.

WITNESS my hand and official seal on _____, 2020.

(Seal)

Kelley Nielsen, City Clerk

City of Roeland Park, Kansas

General Obligation Bonds

Series 2020A



4/27 <i>(week of)</i>	Circulate draft charter ordinance	BC
4/28/20	Prepare packet for City Council meeting	CITY
5/4/20	City Council Meeting: Charter Ordinance	CITY
5/11 <i>(week of)</i>	Publish charter ordinance (1 of 2)	CITY, BC
5/18 <i>(week of)</i>	Publish charter ordinance (2 of 2)	CITY, BC
5/25/20	MEMORIAL DAY	HOLIDAY
6/22 <i>(week of)</i>	Draft 1 Circulate financing documents and draft underwriting RFP	BC, FA
7/6/20	Draft 1 Comments due on financing documents and draft underwriting RFP	ALL
7/13/20	Prepare packet for City Council meeting	CITY
7/20/20	City Council Meeting: Master CIP Resolution & Parameters Resolution	CITY
7/20 <i>(week of)</i>	Publish notice of intent to issue bonds (Legal Record and Kansas Register)	BC
7/21/20	Circulate bank RFP to potential purchasers	FA
8/7/20	RFP responses due	FA
8/10 <i>(week of)</i>	Select purchaser and price/lock interest rate	CITY, FA
8/14/20	Draft 2 Circulate financing documents	BC
8/21/20	Draft 2 Comments due on financing documents	ALL
8/24/20	Draft 3 Circulate financing documents	BC
8/28/20	Draft 3 Comments due on financing documents	ALL
9/1/20	Prepare packet for City Council meeting	CITY
9/7/20	LABOR DAY	HOLIDAY
9/8/20	City Council: Final Bond Ordinance & Bond Resolution	CITY
9/22/20	Close	ALL

\$1.25 Million Financing: 10-yr Amortization



Existing GO Debt Service (Incl. Specials)*				Hypothetical 2020 GO Bonds			Combined Debt Service		
Year	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2020	\$ 694,000	\$ 68,098	\$ 762,098	\$ -	\$ -	\$ -	\$ 694,000	\$ 68,098	\$ 762,098
2021	395,000	50,915	445,915	105,000	52,217	157,217	500,000	103,132	603,132
2022	410,000	40,810	450,810	115,000	40,238	155,238	525,000	81,048	606,048
2023	420,000	29,923	449,923	120,000	36,317	156,317	540,000	66,239	606,239
2024	210,000	18,143	228,143	120,000	32,225	152,225	330,000	50,367	380,367
2025	215,000	11,108	226,108	125,000	28,133	153,133	340,000	39,240	379,240
2026	110,000	3,740	113,740	130,000	23,870	153,870	240,000	27,610	267,610
2027	-	-	-	135,000	19,437	154,437	135,000	19,437	154,437
2028	-	-	-	140,000	14,834	154,834	140,000	14,834	154,834
2029	-	-	-	145,000	10,060	155,060	145,000	10,060	155,060
2030	-	-	-	150,000	5,115	155,115	150,000	5,115	155,115
Total	\$ 2,454,000	\$ 222,735	\$ 2,676,735	\$ 1,285,000	\$ 262,444	\$ 1,547,444	\$ 3,739,000	\$ 485,179	\$ 4,224,179

*Approximately 50% of the City's outstanding debt service is payable from special assessments on the real property benefiting the improvements financed with the proceeds of the bonds.

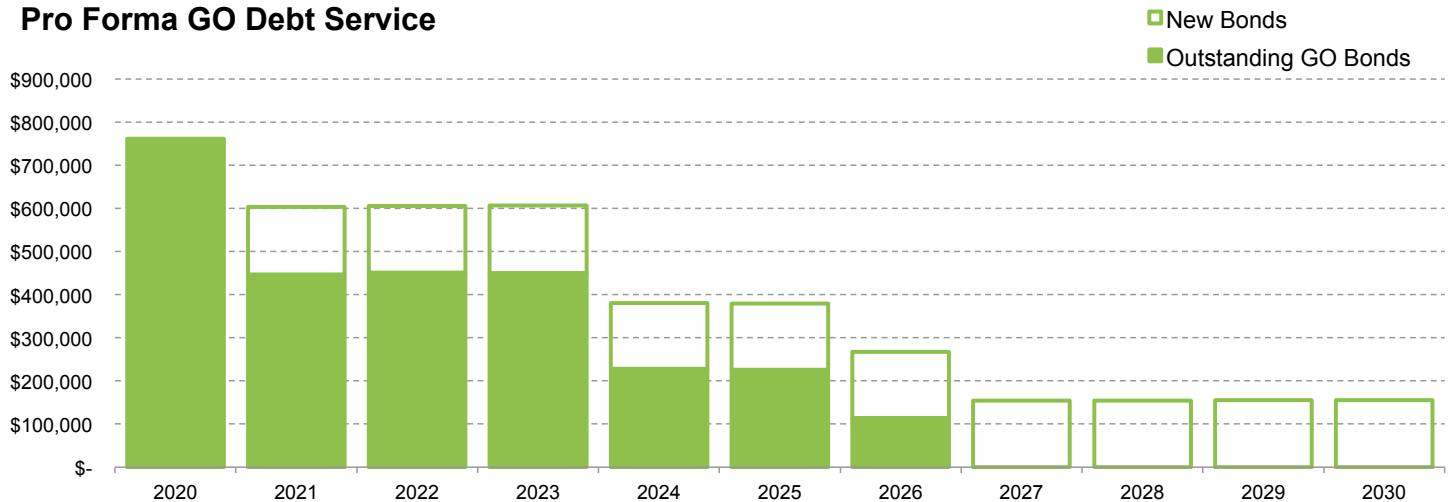
Sources

Principal	\$ 1,285,000
Net Bond Premium	-
Total	\$ 1,285,000

Uses

Project	\$ 1,250,000
Costs (Incl. U/W Disc.)	35,000
Total	\$ 1,285,000

Pro Forma GO Debt Service



Analysis is preliminary and subject to change; assumptions include a September 2020 general obligation bond issue and total issuance costs of \$35,000. Prevailing municipal market conditions are unusually volatile and uncertain as of the date of this analysis; the rate of interest reflected here is an estimate only.

15-year Amortization				
\$1.25 Million Net Proceeds				
Year	Principal	Interest	Total D/S	
1	\$ 60,000	\$ 55,739	\$ 115,739	
2	70,000	44,590	114,590	
3	70,000	42,042	112,042	
4	75,000	39,494	114,494	
5	75,000	36,764	111,764	
6	80,000	34,034	114,034	
7	80,000	31,122	111,122	
8	85,000	28,210	113,210	
9	90,000	25,116	115,116	
10	90,000	21,840	111,840	
11	95,000	18,564	113,564	
12	100,000	15,106	115,106	
13	100,000	11,466	111,466	
14	105,000	7,826	112,826	
15	110,000	4,004	114,004	
	\$ 1,285,000	\$ 415,917	\$ 1,700,917	

20-year Amortization				
\$1.25 Million Net Proceeds				
Year	Principal	Interest	Total D/S	
1	\$ 35,000	\$ 59,874	\$ 94,874	
2	45,000	48,875	93,875	
3	45,000	47,116	92,116	
4	50,000	45,356	95,356	
5	50,000	43,401	93,401	
6	55,000	41,446	96,446	
7	55,000	39,296	94,296	
8	60,000	37,145	97,145	
9	60,000	34,799	94,799	
10	60,000	32,453	92,453	
11	65,000	30,107	95,107	
12	65,000	27,566	92,566	
13	70,000	25,024	95,024	
14	70,000	22,287	92,287	
15	75,000	19,550	94,550	
16	80,000	16,618	96,618	
17	80,000	13,490	93,490	
18	85,000	10,362	95,362	
19	90,000	7,038	97,038	
20	90,000	3,519	93,519	
	\$ 1,285,000	\$ 605,319	\$ 1,890,319	

Analysis is preliminary and subject to change; assumptions include a September 2020 general obligation bond issue and total issuance costs of \$35,000. Prevailing municipal market conditions are unusually volatile and uncertain as of the date of this analysis; the rate of interest reflected here is an estimate only.

Item Number: Workshop Items- VIII.-A.
Committee 5/4/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 4/16/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: Review Proposed 2021 Pay Scale
Item Type:

Recommendation:

Staff recommends adopting the proposed 2021 Pay Scale (Recommended Phase 2 by Gallagher), taking affect the first of the year following implementation of employee merit increases.

The pay comparison report provided by Gallagher recommends a phased implementation of pay grade changes, the first phase was implemented as of 1/1/20 and had no impact upon pay of current staff. The second phase is anticipated to be implemented on 1/1/21 and impacts to pay (estimated at less than \$9,000 total annually) can be accounted for in the 2021 budget.

Details:

In 2017 Council adopted the pay scale in its current form. It employs a standard distance between mid points of the pay levels and a standard range to establish a minimum and maximum pay for each level. This is a basic structure employed by professionally developed pay scales.

Each year we review the pay scale, in concert with the budget development process. In 2019 we employed Gallagher to complete a job duties and compensation analysis for the police department positions. The Personnel Committee reviewed the results with Gallagher and concurred with Gallagher's suggestion that a pay comparison be completed for other staff positions since there were recommended changes in pay grade for a number of the police positions. The attached report from Gallagher reflects the market pay comparisons completed as well as the recommended phased implementation of pay grade adjustments. Note that Gallagher used Johnson County cities of similar size as their market comparison for a more specific comparison.

As in prior years the midpoint for each pay grade has been adjusted for inflation, for 2021

a \$.55/hr. increase to the midpoint has been applied. This annual adjustment is based upon two relevant indexes (Employment Cost Index- Wages Only and the Consumer Price Index). This same approach has been employed since 2017. Figure #1 attached reflects a three year weighted average of these two indexes (ranging from 2.41% to 1.57%). Figure #2 applies these percentages to the average midpoint of the pay scale, resulting in a range of \$.80 to \$52. per hour as a reasonable adjustment to the pay scale midpoints. The average of this range is \$.66/hr. therefore the proposed \$.55 per hour adjustment is on the conservative side. Part time employees (Police Officers and Community Center Attendants) would see an increase in their pay with the adoption of the new scale (as their pay would be below the new minimum). Two full time police officers and a public works employee will also likely require an increase to get them to their new minimum even after a merit increase is implemented. The fiscal impact of this increase will be reflected in the proposed 2021 Budget. All of the pay adjustments to bring an employee's wage to at least their minimum pay will not exceed \$9,000 for the year with \$7,000 of that amount related to police officers.

The Phase 2 pay grade changes are those positions highlighted in yellow on the proposed 2021 Pay Scale attached. These reflect a move up of one pay grade. A change in pay grade does not entail an increase to an employee's wage unless the employee's wage is lower than the new minimum pay for the position.

The proposed 2021 pay scale maintains the City's "average" position in the market.

Financial Impact

Amount of Request: \$9,000 in 2021 Budget	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

Timely adjustments to the pay scale will keep Roeland Park competitive in the market and ensure the City is attracting and retaining quality employee's.

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ 2021 Proposed Pay Scale- Phase 2	Cover Memo
☐ Inflation and Compensation Related Indexes	Cover Memo
☐ Gallagher Compensation Study- 2019	Cover Memo

Proposed Pay Scale Effective 1/1/2021

Titles and Pay Levels	Annual Pay			Hourly Rate		
	Minimum	Midpoint	Maximum	Min	Mid	Max
Level 17						
City Administrator	\$98,318	\$118,456	\$138,594	\$47.27	\$56.95	\$66.63
Level 16						
	\$93,485	\$112,632	\$131,779	\$44.94	\$54.15	\$63.36
Level 15						
Police Chief	\$88,651	\$106,808	\$124,965	\$42.62	\$51.35	\$60.08
Level 14						
Director of Public Works	\$83,817	\$100,984	\$118,151	\$40.30	\$48.55	\$56.80
Level 13						
Finance Director/Assistant City Administrator	\$78,983	\$95,160	\$111,337	\$37.97	\$45.75	\$53.53
Level 12						
	\$73,256	\$89,336	\$105,416	\$35.22	\$42.95	\$50.68
Level 11						
	\$68,480	\$83,512	\$98,544	\$32.92	\$40.15	\$47.38
Level 10						
City Clerk	\$63,704	\$77,688	\$91,672	\$30.63	\$37.35	\$44.07
Level 9						
Parks & Recreation Superintendent Police Sergeant Public Works Superintendent	\$58,928	\$71,864	\$84,800	\$28.33	\$34.55	\$40.77
Level 8						
Building Inspector Police Corporal and Detective	\$54,153	\$66,040	\$77,927	\$26.04	\$31.75	\$37.47
Level 7						
Police Officer Swim Team Head Coach	\$48,173	\$60,216	\$72,259	\$23.16	\$28.95	\$34.74
Level 6						
Code Enforcement Officer	\$43,514	\$54,392	\$65,270	\$20.92	\$26.15	\$31.38
Level 5						
Facility Maintenance Supervisor Skilled Maintenance Worker/Equipment Operator Swimming Pool Manager- new	\$39,853	\$49,816	\$59,779	\$19.16	\$23.95	\$28.74
Level 4						
Administrative Assistant Court Clerk Police Clerk	\$36,192	\$45,240	\$54,288	\$17.40	\$21.75	\$26.10
Level 3						
Water Exercise Instructors- new	\$32,531	\$40,664	\$48,797	\$15.64	\$19.55	\$23.46
Level 2						
Administrative Intern Head Lifeguard- new Public Works Intern	\$28,870	\$36,088	\$43,306	\$13.88	\$17.35	\$20.82
Level 1						
Community Center Custodian/Attendant Swim Lesson Instructors- new	\$25,210	\$31,512	\$37,814	\$12.12	\$15.15	\$18.18
Level .75						
Swim Team Assistant Coach- new	\$10.50	\$13.13	\$15.75	\$10.50	\$13.13	\$15.75
Level .5						
Concessions Worker- new Life Guard- new Pool Receptionist/Clerk- new	\$9.50	\$11.88	\$14.25	\$9.50	\$11.88	\$14.25

Figure #1: Inflation Indexes

Updated 4/14/20

Weight Per Year	Employment Cost Index: (ECI) State and Local Government Workers				Consumer Price Index: (WNC-CPI-U)	
	12 Months Ended	Wages & Benefits	Wages Only	Benefits Only	12 Months Ended	All Items
15%	Dec. '17	2.50%	2.10%	3.20%	Dec. '17	1.70%
35%	Dec. '18	2.60%	2.40%	3.10%	Dec. '18	1.86%
50%	Dec. '19	2.90%	2.50%	3.30%	Dec. '19	1.32%
Three Year Weighted Avg. =		2.74%	2.41%	3.22%		1.57%

Consumer Price Index: All Urban Consumers- (CPI-U), Kansas City, MO through 2017 (KC Index Eliminated); Starting in 2018 West North Central CPI-U Index Used (WNC-CPI-U)

Ten Year History

Calendar Year	Semiannual Averages		Annual % Change	Fiscal Year	Budgeted Merit Increases	Actual Merit Increases
	Jan-Jun	Jul-Dec				
2010	204.58	206.17	1.68%	2011	0.00%	
2011	211.86	215.14	4.35%	2012	0.00%	
2012	217.39	219.61	2.08%	2013	1.00%	
2013	222.06	221.17	0.71%	2014	0.00%	
2014	222.84	222.47	0.59%	2015	3.00%	
2015	221.51	223.05	0.26%	2016	3.00%	2.72%
2016	222.96	225.16	0.94%	2017	3.00%	2.91%
2017	227.43	229.00	1.71%	2018	3.00%	2.85%
2018	100.00	101.86	1.86%	2019	4.50%	4.47%
2019		103.21	1.32%	2020	4.25%	4.05%
Average			1.55%		2.18%	3.40%

Figure #2: Pay Scale Adjustment Guide

Average Midpoint Pay	Proposed Per Hour Increase		Annual Full-time Increase
	Minimum	Maximum	
\$68,978.00			
	Minimum	\$0.44	\$915.20
	Midpoint	\$0.55	\$1,144.00
	Maximum	\$0.66	\$1,372.80
2.41% = Weighted Average ECI (Wages Only)			
1.57% = Weighted Average CPI			
Hourly Equivalent			
\$1,658.92	\$0.80	= ECI (Wages Only)	
\$1,080.20	\$0.52	= CPI	
	\$0.66	=Average	

City of Roeland Park, Kansas

Compensation Study

Results and Analysis

Lori Messer, M.Ed., CCP

October 2019



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Methodology

- Custom Survey of Base Pay
 - Surveyed twelve (12) surrounding municipalities for actual pay rates and salary ranges for nine (9) designated non-sworn positions
 - Survey of sworn police personnel pay, including interviews with leadership
 - Review of job documentation for all jobs under study

Municipalities Included for Comparisons

- DeSoto, KS
- Edgerton, KS¹
- Fairway, KS²
- Gardner, KS²
- Leawood, KS²
- Merriam, KS²
- Mission, KS²
- Mission Hill, KS
- Prairie Village²
- Shawnee, KS²
- Springhill, KS
- Westwood, KS²

*Note:

¹ All invited participants responded with the exception of Edgerton.

² Organizations that were surveyed for sworn police jobs

Non-Sworn Positions Included in Study

- Building Official
- City Administrator
- City Clerk
- Code Enforcement Official
- Court Clerk
- Director of Public Works
- Equipment Operator
- Director of Finance and Assistant Administrator
- Public Works Superintendent



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Sworn Positions Included in Study

- Officer
- Master Police Officer
- Corporal
- Detective
- Sergeants
- Captains
- Majors
- Deputy Police Chief
- Police Chief



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Leadership Interviews

- Discussions with the Mayor, Police Chief and Uniformed Officers.
- Major concerns
 - Recognizing and rewarding contributions
 - Pay parity with the relevant labor market
- Uniformed Officers were asked to rank the following as it relates to them personally (in order of importance):
 1. Pay
 2. Opportunities for special projects
 3. Job Title

(the majority indicated pay as their number 1 concern)



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Special Units

To the extent possible given the size of Roeland Park, leadership has made and continues to make available special units and other career expanding opportunities for sworn staff to include but not limited to the following:

- K-9 Unit
- School Resource Officer
- Motorcycle Unit
- Retail Crime Enforcement Unit

Job Titles

- Job titles should reflect the roles, responsibilities, span of control, functions, knowledge and skills required of a position.
- An overview of titles and functions as described in the “2017 Johnson County Kansas Government Law Enforcement Salary and Pay Practice Survey” follows:



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Job Title and Functions

Captain

- The Captain position commands and manages a division.
- Plans, organizes, directs, supervises, and evaluates the programs and operations of the division through supervision of subordinate supervisors, officers, and civilian personnel.
- Responds to and takes command of major operations or emergencies involving division operations.
- Prepares budget for the division, conducts budget research and monitors division expenditures.
- Reviews reports of subordinates and prepares reports for higher ranking officers.
- The Captain assists in formulating, developing and implementing department-wide policies and procedures for the division.
- The Captain position acts as chairperson at disciplinary hearings.
- Requires two years of experience as Lieutenant.



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Job Title and Functions

Lieutenant

- Provides supervision and administrative tasks that relate to the planning organizing, and directing of Sergeants, Law Enforcement Officers and civilian personnel.
- Reviews reports of subordinates and develops reports for leadership.
- Prepares work schedules of assigned personnel, approves vacation, sick leave and overtime; participates in staff meetings, oral boards, accident review boards, and in-service training.
- Manages unit operations and administrative functions.
- Monitors the expenditure of divisional funds, assists in the preparation of the annual operating budget, directs and supervises departmental purchasing procedures.
- Participates as directed in special projects and programs and assumes division command at the direction and the in absence of a Division Commander.
- Requires two years of experience as Sergeant.



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Job Title and Functions

Sergeant

- Provides supervision and administrative tasks that relate to the planning, organizing, and directing of Law Enforcement Officers and civilian personnel.
- Inspects equipment, relays and explains special order and information.
- Mentors, trains, and provides feedback and annual appraisal for those under their supervision.
- Reviews reports of subordinates and develops reports for leadership.
- The position prepares work schedules of assigned personnel, approves vacation, sick leave and overtime; participates in staff meetings, oral boards, accident review boards, and in-service training.
- Conducts roll call at the beginning of each shift, inspects officers for appearance, readiness and preparation for duty and briefs others on special tasks or assignments.
- Must have two years as a Law Enforcement Officer I, be a Law Enforcement Officer II or have completed an Associate's degree or equivalent college credit.



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Job Title and Functions

Police Officer II

- All duties of the Police Officer I.
- Typically has three to five years experience as Law Enforcement Officer I.

Police Officer I

- Patrols the streets to watch for suspicious activity and patrols buildings to ensure they are secured; issues citations; arrests individuals of suspected crimes including but not limited to burglary, theft, drugs, larceny, homicide and sexual crimes; apprehends suspects who flee.
- Searches vehicles for drugs or paraphernalia, performs sobriety tests, pulls over speeding vehicles and issues citations. Interviews victims and complainants, conducts preliminary and follow-up investigations; searches houses and other properties for evidence; gathers and bags evidence at crime scenes.
- Assists local fire departments and emergency medical professionals; solves emergency and routine incidents; serves warrants and civil papers including summonses and subpoenas.
- Contacts, communicates and cooperates with other law enforcement agencies; provides security in courts; provides testimony when cases go to trial. Conducts community services such as welfare checks on individuals.
- Ensures reports of all activity are written well and turned in on time.



Span of Control

Police Department "Direct Report" Comparisons												
	Officer	Master Police Officer	Corporal	Detective	Sergeants	Captains	Majors	Deputy Police Chief	Police Chief	Civilians	Population	Sq. Miles
Average # of direct reports	20	16	3 7.80	2	5 6.17	3 2.29	2 2.00	1	1	10	21,741	11
Median # of direct reports	13	11	3 6.00	2	4 6.00	2 2.00	1 2.00	1	1	4	11,212	4
Roeland Park Average # of direct reports	8		3 2.67		3 3.67				1	2	6,772	1.62

- The City has approximately 2.67 incumbents reporting to each Corporal compared to the relevant market, which shows an average of approximately 7.80 incumbents and 6 incumbents as the median number.
- The City has approximately 3.67 incumbents reporting to each Sergeant compared to the relevant market, which shows an average of approximately 6.17 incumbents and 6 incumbents as the median number.
- The City has two civilians while the average of the participating municipalities is approximately 10 and the median is 4.



Span of Control

Police Department "Direct Report" Comparisons

	Officer	Master Police Officer	Corporal	Detective	Sergeants	Captains	Majors	Deputy Police Chief	Police Chief	Civilians	Population	Sq. Miles
Shawnee	48	26			15	4	2	1	1	22.5	65,513	42.86
Average # of direct reports					4.93	3.75	2					
Fairway	9		1		2			1	1	0	3,957	1.15
Average # of direct reports			9.00		5							
Gardner	18		3	3	4	2			1	5	21,583	10.17
Average # of direct reports			6.00		6	2						
Leawood	21	23	4		5	2		1	1	23	34,659	15.16
Average # of direct reports			11.00		9.6	2.5						
Merriam	9	11	4		3	2	1	1	1	3	11,212	4.32
Average # of direct reports			5.00		8	1.5	2					
Mission	13	4	3	1	6	3		1	1	2	9,409	2.68
Average # of direct reports			5.67		3.5	2						
Prairie Village	34		3		6	3			1	13	25,941	8.23
Average # of direct reports			11.33		6.17	2						
Westwood	6				1				1		1,655	0.41
Average # of direct reports					6.00							
Average	20	16	3	2	5	3	2	1	1	10	21,741	11
# of direct reports			7.80		6.17	2.29	2.00					
Median	13	11	3	2	4	2	1	1	1	4	11,212	4
# of direct reports			6.00		6.00	2.00	2.00					
Roeland Park	8		3		3				1	2	6,772	1.62
Average # of direct reports			2.67		3.67							
We believe the reporting relationship between the Corporal and Officers is an anomaly for the City of Fairway, hence that data point was not included in the either the average or median calculation.												



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Summary of Salary Data Comparisons

- The tables on the following two pages show current Roeland Park salary range midpoints as compared to the custom survey results in two scenarios:
 - As compared to Market Actual Salaries; and
 - As compared to Market Range Midpoint (50th percentile)

Summary of Salary Data Comparisons

- The table below summarizes current Roeland Park range midpoints as compared to **Market Actual Salaries** (50th percentile).

Market Alignment – Comparison to Market Actual Salaries

Benchmark Title	Roeland Park Salary Range Midpoint	Market Actual Salaries 50th Percentile	% Diff
Building Official	\$53,248	\$74,429	-12.4%
City Administrator	\$105,664	\$133,536	-9.2%
City Clerk	\$64,896	\$69,653	-8.7%
Code Enforcement Official	\$48,672	\$48,693	-0.7%
Court Clerk	\$44,096	\$43,303	9.9%
Director of Public Works	\$88,192	\$115,673	-32.4%
Equipment Operator	\$48,672	\$38,697	16.8%
Director of Finance and Assistant Administrator	\$82,368	\$114,815	-25.7%
Public Works Superintendent	\$64,896	\$74,225	-19.9%
Aggregate:			-13.9%

Note:

Data for the management level roles (City Administrator, Director Public Works and Director of Finance) for the cities of Leawood and Shawnee have been removed due to the relative size of these two cities.

Summary of Salary Data Comparisons

- The comparison below shows current Roeland Park range midpoints as compared to the **Market Range Midpoint** (50th percentile).

Market Alignment – Comparison to Market Range Midpoint

Benchmark Title	Roeland Park Salary Range Midpoint	Market Salary Range Midpoint: 50th Percentile	% Diff
Building Official	\$53,248	\$75,941	-29.9%
City Administrator	\$105,664	\$133,002	-20.6%
City Clerk	\$64,896	\$78,283	-17.1%
Code Enforcement Official	\$48,672	\$51,143	-4.8%
Court Clerk	\$44,096	\$44,852	-1.7%
Director of Public Works	\$88,192	\$109,687	-19.6%
Equipment Operator	\$48,672	\$40,608	19.9%
Director of Finance and Assistant Administrator	\$82,368	\$117,578	-29.9%
Public Works Superintendent	\$64,896	\$79,175	-18.0%
Aggregate:			-17.1%

Note:

Data for the management level roles (City Administrator, Director Public Works and Director of Finance) for the cities of Leawood and Shawnee have been removed due to the relative size of these two cities.



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Market Review of Base Pay

Starting salaries for the City of Roeland Park are slightly lower than both the median and average relevant market rates of pay.

Police Department Market Comparisons

	Officer		Master Police Officer		Corporal/ Detective		Sergeants		Captains		Majors		Police Chief	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Average	\$20.94	\$33.24	\$26.62	\$35.78	\$26.95	\$40.59	\$27.53	\$40.27	\$35.03	\$51.92	\$39.52	\$59.60	\$45.69	\$54.80
Median	\$20.96	\$31.76	\$25.05	\$35.42	\$26.99	\$38.28	\$27.01	\$40.52	\$35.80	\$53.23	\$39.33	\$59.00	\$45.30	\$54.96
Roeland Park	\$20.04	\$30.06			\$22.84	\$32.86	\$25.13	\$36.17					\$34.32	\$49.38

Shawnee, Leawood, and Prairie Village were excluded from the calculations for the Sergeant, Captain, and Police Chief calculations because the span of control is statistically significant.



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Conclusions and Recommendations

- Titles should match the functions of each position.
- The span of control and number of direct and indirect reports do no warrant another level of supervision.
- There is not a significant differential between the functions for Corporal and Master Police Officer (MPO), hence they should continue to be classified the same.
- Leave the Police Officers in the current salary grade but continue the practice of hiring according to experience, certification, etc. Expect that a more competitive starting salary will be closer to \$20.96.
- Move the MPO/ Corporal/Detective job classification up one salary grade to level 8 with a starting rate of \$25.13, which is closer to the median for a MPO of \$25.05
- Move the Sergeants up one salary grade to 9 with a starting rate of \$27.43 which is more consistent with median starting rate of pay of \$27.01 and average rate of \$27.53

Summary of Salary Data Comparisons

- It is our recommendation that comparing Roeland Park's salary range midpoint to the Market Salary Range Midpoint (50th percentile) offers a more effective competitive analysis, as it minimizes factors such as length of service, performance, special requirements and hiring conditions that may explain some differences in actual salary comparisons.
- The tables on the pages 10 – 12 detail this comparison by market alignment status.

Survey Methodology: Competitive Metrics

- The following guidelines are used when determining the competitive nature of current compensation:



Summary of Salary Data Comparisons

- Seven (7) position range midpoints are **significantly misaligned** (> +/- 15%) with the market, as detailed below.

Market Alignment – Comparison to Market Range Midpoint

Benchmark Title	Roeland Park Salary Range Midpoint	Market Salary Range Midpoint: 50th Percentile	% Diff
Building Official	\$53,248	\$75,941	-29.9%
City Administrator	\$105,664	\$133,002	-20.6%
City Clerk	\$64,896	\$78,283	-17.1%
Director of Public Works	\$88,192	\$109,687	-19.6%
Equipment Operator	\$48,672	\$40,608	19.9%
Director of Finance and Assistant Administrator	\$82,368	\$117,578	-29.9%
Public Works Superintendent	\$64,896	\$79,175	-18.0%

Summary of Salary Data Comparisons

- Two (2) range midpoints are **highly competitive** ($< \pm 4.9\%$) with the market, as detailed below.

Market Alignment – Comparison to Market Range Midpoint

Benchmark Title	Roeland Park Salary Range Midpoint	Market Range Midpoint: 50th Percentile	% Diff
Code Enforcement Official	\$48,672	\$51,143	-4.8%
Court Clerk	\$44,096	\$44,852	-1.7%



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Conclusions and Recommendations

- Based on the comparison of Roeland Park's salary range midpoints to the 50th percentile of the comparator market's range midpoints, we recommend grade changes to six (6) jobs, as shown on page 13.
- The recommended grade changes range from 1 to 3 grade levels. The proposed movement places each position in a grade that more closely reflects the 50th percentile of the market (based on the market midpoint).
 - The recommended movement is reflective of obtaining closer alignment with the market range midpoints but does not obtain full market competitiveness for all positions.
 - In some cases, additional movement could be warranted; however, we recommend taking a more conservative approach at this time and consider reassessing the jobs in another 2 to 3 years

Conclusions and Recommendations

Recommended Level Chances

Pay Level	Current Position	Recommended Pay Level (Year 1)	Recommended Pay Level Change	Salary Range			Recommended Pay Level (Year 2)	Recommended Pay Level Change	Salary Range		
				Min	Midpt	Max			Min	Midpt	Max
Level 17-New							City Administrator	+1	\$98,318	\$118,456	\$138,594
Level 16		City Administrator	+1	\$92,535	\$111,488	\$130,441			\$93,485	\$112,632	\$131,779
Level 15	City Administrator			\$87,701	\$105,664	\$123,627	Police Chief	+1	\$88,651	\$106,808	\$124,965
Level 14		Police Chief	+2	\$82,867	\$99,840	\$116,813	Director of PW	+1	\$83,817	\$100,984	\$118,151
Level 13		Director of PW	+1	\$78,083	\$94,016	\$109,999	Finance Dir/Asst City Administrator	+1	\$78,983	\$95,160	\$111,337
Level 12	Director of PW	Finance Director/Assistant City Administrator	+1	\$72,317	\$88,192	\$104,067			\$73,256	\$89,336	\$105,416
Level 11	Finance Dir/Asst City Administrator			\$67,542	\$82,368	\$97,194			\$68,480	\$83,512	\$98,544
Level 10				\$62,766	\$76,544	\$90,322	City Clerk	+1	\$63,704	\$77,688	\$91,672
Level 9		City Clerk	+1	\$57,990	\$70,720	\$83,450			\$58,928	\$71,864	\$84,800
		Police Sergeant	+1								
		Public Works Supt	+1								
Level 8	City Clerk Public Works Supt	Police Corporal/Detective	+1	\$53,215	\$64,896	\$76,577	Building Inspector	+1	\$54,153	\$66,040	\$77,927
Level 7		Building Inspector	+1	\$48,439	\$59,072	\$69,705	Police Officer	+1	\$49,377	\$60,216	\$71,055
Level 6	Building Inspector Police Officer	Code Enforcement Officer	+1	\$42,598	\$53,248	\$63,898			\$43,514	\$54,392	\$65,270
Level 5	Code Enf Officer Equipment Operator	Equipment Operator	N/A N/A	\$38,938	\$48,672	\$58,406	Code Enf Officer Equipment Operator	N/A N/A	\$39,853	\$49,816	\$59,779
Level 4	Court Clerk	Court Clerk	N/A	\$35,277	\$44,096	\$52,915	Court Clerk	N/A	\$36,192	\$45,240	\$54,288

Note: A two-year phased implementation should result in less than a \$5K impact to the budget following phase two implementation.

Thank you!



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Item Number: Workshop Items- VIII.-B.
Committee 5/4/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/27/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: Review Draft Ordinance Adopting Solar Ready Requirements
Item Type:

Recommendation:

Staff is seeking direction from Council on interest in adopting a solar ready ordinance.

Details:

A solar ready ordinance is intended to make installation of solar generating equipment easier on a building should in the future the owner decide to install a solar energy system. Most cities who have adopted solar ready regulations require buildings constructed after adoption of the ordinance to first analyze the potential solar energy generating potential of the building roof. If the roof area meets the prescribed standards for solar generating potential and the roof area is available (could be used as a green roof or could have significant area devoted to mechanical uses) then the ordinance requires the building to incorporate chases that could be used in the future to house conduit/conductors from the roof mounted solar panels to the breaker panel. Generally no structural additions are needed to provide chases as chases are necessary to serve other mechanical equipment. In addition the architectural plans shall reflect that the roof of the building is designed to accommodate the load of a future solar installations. Generally no additional structural support need be incorporated to the roof design in order to support solar systems.

The attached "solar ready" ordinance is based upon language adopted by St. Louis. Staff has incorporated the "solar ready" elements into the City's existing solar installation section of our Code. The restrictions related to how far a solar panel may stand off from or project above the roof has been reviewed by solar installers and should provide room for standard solar installations on pitched and flat roofs. The intent was to keep the installations either screened by parapet walls or low profile so that the installations are not projections but rather streamlined attachments to the roof plane. A skirting or flashing would not be required between the panel and the roof.

The example reflects "solar ready" being applied to only new structures. It would not apply to renovations to existing structures or to additions. It would be applicable to new construction of all

types (commercial, industrial and residential).

The exceptions language and standards for determining if a building is suitable for solar is directly from the St. Louis ordinance. This language is intended to avoid employing solar ready design on buildings that are not solar energy generating candidates. Lack of access to sufficient sunlight or lack of roof availability for solar panels are the principal reasons for being exempt.

As a point of clarification, carports and detached garages are considered "buildings" and would be subject to the solar ready requirements.

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?

Adoption of Solar Ready regulations encourages new construction to be more easily adapted to renewal solar energy. This assists in furthering the Strategic Plan goal of sustainability.

How does item benefit Community for all Ages?

Planning for the future aids future generations of the community.

ATTACHMENTS:

Description	Type
 Solar Ready Example Ordinance	Cover Memo

ORDINANCE NO. XXX

AN ORDINANCE AMENDING CHAPTER IV, BUILDING AND CONSTRUCTION, ARTICLE 14, SOLAR ENERGY SYSTEMS TO INCLUDE A SOLAR-READY ZONE FOR NEW AND PROPOSED STRUCTURES AND EXCEPTIONS THEREFROM.

WHEREAS, Chapter IV, Article 14 currently does not require a solar-ready zone for new and proposed structures in Roeland Park; and

WHEREAS, the adoption of solar-ready requirements encourages new construction to be more easily adapted to renewable solar energy; and

WHEREAS, solar-ready buildings assist in furthering the City of Roeland Park's goal of sustainability; and

WHEREAS, the City of Roeland Park desires to make installation of solar generating equipment easier on a building should the building's owner decide to install a solar energy system; now

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

Section 1. Amending Chapter IV, Article 14. The governing body of the City hereby amends Chapter IV, Article 14 of the City of Roeland Park municipal code to read as follows:

Sec. 4-1401. - Purpose.

The purpose of this article is to establish provisions for using an alternate source of energy apart from the prevailing energy sources of natural gas and electricity, namely solar energy, and to provide standards for the construction and use of solar energy systems.

(Code 1986; Code 2003)

Sec. 4-1402. - Restrictions.

Except as provided in this article, no solar energy system or solar collection device shall be erected, constructed, altered or maintained on any lot within the city, without first receiving a permit to do so.

(Code 1986; Code 2003; Ord. No. 968, § 1, 7-16-2018)

Sec. 4-1403. - Standards.

All new or proposed structures complying with height and location criteria will provide a solar ready zone as defined by this section on any new or proposed structure. Additions and renovations to existing structures are not subject to the solar ready requirement. Said zones will be defined in construction documents and include certification of allowable roof loading for the defined solar ready zone to accommodate permanently mounted solar collection devices. In addition, the construction documents shall reflect chases adequately sized and strategically located to accommodate future installation of conduit and conductors used in conveying power from the solar system to the electrical load distribution center and/or batteries. The solar ready certification shall be posted and visible near the electrical load distribution center of said structure.

1. **SOLAR-READY ZONE-** A solar-ready zone shall be located on the roof of buildings that are five stories or less in height above grade plane and are oriented between 110 degrees and 270 degrees of true north or have low-slope roofs. This shall include detached garages and carports. Solar-ready zones shall comply with applicable design standards.
2. **EXCEPTIONS-** New and proposed structures may be exempted from the solar ready requirements of this section if they meet any of the following criteria:
 - A building with a permanently installed, on-site renewable energy system.
 - A building with a solar-ready zone that is shaded for more than 70 percent of daylight hours annually.
 - A building where the licensed design professional certifies that the incident solar radiation available to the building is not suitable for a solar-ready zone.
 - A building where the licensed design professional certifies that the solar zone area required by this section cannot be met because of extensive roof-top equipment, skylights, vegetative roof areas or other obstructions.
3. **STANDARDS AND CONDITIONS-** All solar energy systems or solar collection devices shall meet the following standards and conditions:
 - (a) All solar energy systems or solar collection devices shall be incorporated into a building (which may be either a principal or accessory building) and shall be visually integrated into the basic form and main structure of such building as viewed from the public right of way.
 - (b) Any panel inclusive of the mounting system which is used to receive, collect or transfer solar energy, shall be mounted on the roof of a building and such panels and mounting system shall be visually integrated into the roof. The panels shall be mounted parallel to the roof plane and no more than 6 inches from the roof surface to accomplish visual integration with the roof where the panels are visible from an adjacent residential property. If the panels are screened from view via a parapet wall, they may stand off from the roof more than 6 inches, so long as they do not project above the parapet wall. If panels are located on a flat roof (less than 3 in 12 pitch) that is not visible from a residential property the panels need not be visually integrated with the roof, however the panel should not stand off more than 12 inches from the surface of the roof.

- (c) Mounting arrangements which allow panels or apparatus to project more than 12 inches above the roof surface are prohibited unless screened from view by adjacent properties.
- (d) No panels or apparatus shall be free standing or mounted on the ground.
- (e) All mechanical piping, electrical conduits, motors and similar items which comprise a solar energy system shall be concealed within the building envelope or through a creative design, preventing view from either adjoining properties or the road right of way. For the purposes of this section, "Building Envelope" shall be defined as the physical separator between the conditioned and unconditioned environment of a building, including the resistance to air, water, heat, light, and noise transfer. The building envelope consists of a roof, subfloor, exterior doors, windows, and exterior walls.
- (f) All exposed metal, including the framework of active collector panels or exposed mullions and framework of passive systems shall be of finished warm earth tones, or black, in color and unpainted aluminum is prohibited.
- (g) All solar energy system components shall be located as to be accessible for required routine maintenance without trespassing on adjoining property or disassembling any major portion of the structure or building.
- (h) All solar energy system components must be obtained from manufacturers who regularly engage in production of solar energy apparatus. The design and drawings of any system or apparatus shall be completed and sealed by a licensed design professional.

The construction or erection of a solar energy system or solar collection device shall conform to the requirements of Chapter 4 of this Code.

(Code 1986; Code 2003; Ord. No. 968, § 2, 7-16-2018)

Sec. 4-1404. - Permit Required.

No solar energy system or solar collection device shall be constructed, erected, added to or materially altered, structurally or otherwise changed, or improved nor any other work commenced upon any lot, tract or parcel of land unless the owner, contractor or agent of either shall first have applied for and received from the Building official or Governing Body a permit therefore as provided for in this chapter.

(Code 1986; Code 2003)

Sec. 4-1405. - Application for Permit.

Any application for the permit required hereunder shall show that the proposed construction meets the requirements set forth in this chapter.

Should any submittal in the opinion of the Building Official contain design elements that are substantially unique and outside the normal configuration of typical solar array components, design or system requirements, the application for permit shall be forwarded to the City Council for action. The City Council's decision will be final.

(Code 1986; Code 2003; Ord. No. 968, § 3, 7-16-2018)

Sec. 4-1406. - Issuance of Permit.

Any permit issued pursuant to the provisions of this article for the construction, erection or modification of a solar energy system or solar collection device shall only be issued after the Building Official has determined the proposed construction meets the requirements of [Section 4-1403](#) and that the design of the solar system or solar collection device is in general conformity with the style and design of surrounding structures.

(Code 1986; Code 2003; Ord. No. 968, § 4, 7-16-2018)

PASSED by the Governing Body of the City on March 16, 2020 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mike Kelly, Mayor

ATTEST:

Kelley Bohon, City Clerk

Item Number: Workshop Items- VIII.-C.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/20/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Discuss Conducting Background Checks on Volunteers**
Item Type:

Recommendation:

For informational purposes. Staff does not recommend implementing criminal background checks for volunteers at this time.

Details:

The City currently does not require criminal background checks for volunteers (which includes committee members). Currently, all volunteers are adults and their interactions with children or youth are limited. While we have opened our standing committees up to youth representatives, there is no need for one-on-one interaction between an adult and youth representative and they all meet in groups.

Some of the reasons for requiring background checks for volunteers include:

- Enhanced safety for children or vulnerable adults who interact with volunteers. Ensuring those who volunteer to do work on programs with children or vulnerable adults are properly screened and do not have criminal history that would put those populations at risk. The City of Roeland Park does not have any situations where volunteers are regularly interacting with children either through programming or activities.
- Preventing those with certain background flags from participating as a volunteer with the City.

After investigating the possibility of criminal background checks for volunteers, the City's liability insurance provider Midwest Public Risk stated they do not recommend such processes. They gave guidance on best practices for volunteers working with children during events, such as having participants sign waivers and having first aid kits and AEDs on hand. The City's event that draws the most children is the Easter Egg hunt and parents are present with their children. Due to the nature of this event it would be impractical to have participants complete waivers so staff doesn't recommend that either. However, having first aid kits and AEDs is possible and we recommend having these safety tools at City events. We can also include a volunteer waiver addendum to volunteer applications. We can also ask all of our current volunteers to sign such a waiver so we have it on file. Below are some examples of forms provided by other cities.

https://internationalcenter.umich.edu/sites/default/files/AA_Volunteer_Release_and_Waiver_of_Liability.pdf

https://www.austintexas.gov/sites/default/files/files/Volunteer_Release_and_Waiver_of_Liability.pdf

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: Workshop Items- VIII.-D.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 4/20/2020
Submitted By: Jennifer Jones-Lacy and Chief Morris
Committee/Department: Admin
Title: **Discuss Elimination of Criminal History Question from Employment Application**
Item Type:

Recommendation:

Consider banning the inquiry about criminal history on job applications.

Details:

Attached is a presentation prepared by Chief Morris with the assistance of Jennifer Jones-Lacy on "banning the box", the consideration of eliminating the question about job applicants criminal history from employment applications. Staff recommends doing so for non-public safety positions.

The link below takes you to an article from KCUR following Johnson County's implementation of banning the box:

<https://www.kcur.org/government/2016-05-23/johnson-county-government-drops-criminal-conviction-question-for-most-job-applicants>

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Presentation on Criminal Background Checks	Cover Memo



DISCUSSION ON CRIMINAL BACKGROUND CHECKS AND APPLICATIONS FOR EMPLOYMENT

Criminal History Records Checks for Non- Criminal Justice Purposes

- ▶ What is Criminal History Record Information (CHRI) ?
- ▶ CHRI is the summary of arrests and prosecutions for criminal charges. Each State has a single central repository that is responsible for maintaining the State's CHRI.
- ▶ The Kansas Bureau of Investigation (KBI) operates our State's Central Repository for CHRI.

Can I get a copy of my CHRI for my employer?

- ▶ (ACCORDING TO THE KBI) You should NOT request your own CHRI in order to provide it to an employer or a prospective employer. That is because you will be given ALL of the CHRI in your record, including types of information (diversion, expungements and juvenile arrests) that an employer is not entitled to receive. Also there is a State law (K.S.A. 22-4710) that prohibits your employer from requiring you to obtain your own CHRI. The employer should request your record directly from the Central Repository so they obtain only the information they are entitled to receive. Employers are responsible for payment of a CHRI report.

How do I
obtain a
copy of my
own CHRI to
see what is
available to
the public?

- ▶ You can request a copy of your record online at www.Kansas.gov/kbi/criminalhistory. You will receive only adult conviction information. The fee for name-based Kansas criminal history requests conducted on the website is \$20.00



Other Resources



"Open Source" records checks can include additional information on individuals that are open to the public. Jcoco.courts.org is a local court site in Johnson County, Kansas that will show open record information on individuals involved with cases in the District Courts of Johnson County. (Criminal, Civil, & Juvenile)



Missouri "Casenet" provides information on cases in Missouri at all court levels.



Registered offenders can be found on a local and national level on the Kansas Bureau of Investigation (KBI) web site.

RPPD

- ▶ The Roeland Park Police Department is prohibited from conducting a criminal history check through the KCJIS / NCIC III for Non- Criminal Justice purposes.
- ▶ Any criminal history check requested for NON LAW ENFORCEMENT PURPOSES should be done through the Kansas Bureau of Investigation (KBI) @ www.Kansas.gov/kbi/criminalhistory or private company.

“Ban the Box”

- ▶ The “Ban the Box” movement seeks to stop employers from automatically asking job applicants if they have criminal histories on employment applications.
- ▶ The goal is to allow applicants with criminal records to be treated on an equal playing field as all other applicants during the initial review and interview selection process.
- ▶ This gives someone with a record the opportunity to be considered for the position and vetted prior to getting a background check.
- ▶ In 2018, former Governor Colyer signed an executive order banning the box from employment applications for executive branch positions with the State of Kansas.
- ▶ “It provides applicants with the opportunity to explain their unique facts and circumstances and what has happened to them and how their lives have changed,” Colyer said.

If Roeland Park Banned the Box

- ▶ Criminal background checks would still be completed for City positions prior to hiring, which may or may not disqualify them for the position for which they are applying.
- ▶ Applications for police officer positions where individuals with felonies are prohibited from working will also continue asking about criminal history.



Questions ?

Item Number: Reports of City Officials:- IX.-A.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Mayor's Report**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Reports of City Officials:- IX.-B.
Committee 5/4/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 5/4/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department:
Title: **Staff Report - COVID 19 Weekly Update**
Item Type: Report

Recommendation:

Please see attached

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
☐ Weekly Update 4.27.2020	Cover Memo
☐ Roeland Park Reopening Plan	Exhibit

Memo



To: Governing Body

From: Jennifer Jones-Lacy, Asst. City Administrator/Finance Director

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

RE: COVID-19 Update for the Week of April 27th – May 1st

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

General

- The Johnson County COVID-19 Recover Task Force [completed their work this week](#) and made recommendations to the Board of County Commissioners on the phased reopening of businesses. Following the [guidance of the Johnson County Health Officer](#), the Board extended the stay home order to May 11th, a week later than anticipated due to the concern for those traveling from other counties with higher rates of infection and community spread. All meetings are livestreamed on Facebook @jocogov. More info is available, including past meeting videos [here](#). The taskforce also released a phased reopening plan which you can find [here](#). The Board is set to take action on this on May 1st at their 3 p.m. meeting. Barring any major change in cases, phase one will begin May 11th and each phase will last at least 14 days.
- The Governor held a press conference Thursday night to announce the [state's phased reopening plan](#). In Phase one, set to start Monday, Community Centers shall remain closed as well as summer camps and organized sports. Libraries and childcare facilities can be open and operational. Community Centers can open starting with Phase 2, which will be no sooner than May 18th. Pools, organized sports are allowed during this phase. [This executive summary](#) is very helpful.
- Mayor issued a Declaration of Emergency for the week of April 27th
- Scenic Road proposed a reduced rent schedule based upon their gross receipts as compared to their monthly average from 2019. This would drop their rents to 50% if they make 65% or less of their average monthly revenue from the prior year, 66%-84% of revenue would require a

payment of 75% rent and if they earn more than 85% of their average monthly revenue from last year they would pay 100% of rent. The City Attorney and City Administrator is working with them on the finer details, including the ability to audit books and some form of documentation to illustrate their earnings.

- The City Administrator developed a plan for reopening city operations to coincide with the County's plan which includes a plan for staffing. That plan is attached.
- KCADC, MARC, the Greater KC Chamber of Commerce and others developed a Safe Return Guide for Kansas City businesses and organizations. [This can be found here.](#)

Administration/Neighborhood Services

- City Hall staff will continue back to work on Monday, May 11th on their regular schedules.

Public Works

- PW staff will be back full force on Monday, May 3rd on their regular schedules.

Police Department/Municipal Court

- Discussed whether to require face masks for municipal court. The judge's recommendation is to require them once court resumes and provide a continuance if they show up without a mask for their first appearance. Court does not resume for in person meetings until July.

Aquatics Center

- Tony Nichols, Parks Superintendent, will provide an update on recommendations for the pool for the season at Monday's council meeting. His recommendation is not to open based upon the need for social distancing and the inability to effectively train lifeguards without being in close proximity.

Community Center

- The Community Center will follow the guidance laid out by the state and open at the start of Phase 2.

Roeland Park Reopening Plan – as of 5/1/2020

Milestone	Phase One	Phase Two	Phase Three	Phase Four
Estimated Date Range	May 11	TBD based on gating criteria - no sooner than May 18	TBD based on gating criteria - no sooner than June 1	TBD based on gating criteria - no sooner than June 15
Gatherings	No groups over 10	No groups over 30	No groups over 90	No restrictions
Public Facilities and Meetings	- All City Facilities Remain Closed to the Public - City Meetings Continue Virtually - No In-Person Court Dates - No Outside Reservations or Non-Essential Events in City Facilities	- All City Facilities Remain Closed to the Public - City Meetings Continue Virtually - No In-Person Court Dates - No Outside Reservations or Non-Essential Events in City Facilities	- City Facilities Open to the Public - In-Person City Meetings Resume if Appropriate - No In-Person Court Dates - No Outside Reservations or Non-Essential Events in City Facilities	- No restrictions - In-Person Court Dates Resume July 10
Work	- City Hall Staff Return to Work with Sanitation and Distancing Protocols - Vulnerable Employees Return to Work Handled on a Case-by-Case Basis - Public Works Staggered Shifts with Distancing resumes 5/4 - City Travel Restriction and Personal Travel Reporting Requirement to HR Remains	- All Staff Back to Work on Normal Schedule Unless Given ADA or FMLA Accommodation - City Travel Restriction and Personal Travel Reporting Requirement to HR Remains	- All Staff Back to Work on Normal Schedule Unless Given ADA or FMLA Accommodation - City Travel Restriction and Personal Travel Reporting Requirement to HR Remains	- All Staff Back to Work on Normal Schedule Unless Given ADA or FMLA Accommodation - City Travel Restriction and Personal Travel Reporting Requirement Lifted
Parks and Recreation	- Non-contact outdoor sports courts open - Playgrounds closed	- Community Center open with Sanitation, Gathering & Distancing Protocols. - Non-contact outdoor sports courts open - Playgrounds closed	All playgrounds, sports courts, and community center can open with guidelines	- All playgrounds, sports courts, and community center open with no restrictions - Earliest pool could open under sanctions and distancing protocols
Protective Measures	Protective barriers installed; social distancing required; employees encouraged but not required to wear masks when working in close proximity to others; floor markers installed for public waiting in line	Protective barriers installed; social distancing required; employees encouraged but not required to wear masks when working in close proximity to others; floor markers installed for public waiting in line	Protective barriers installed; social distancing required; employees encouraged but not required to wear masks when working in close proximity to others; floor markers installed for public waiting in line	Protective barriers installed; social distancing required; employees encouraged but not required to wear masks when working in close proximity to others; floor markers installed for public waiting in line