

**AGENDA**  
**CITY OF ROELAND PARK, KANSAS**  
**CITY COUNCIL MEETING**  
**ROELAND PARK**  
**Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205**  
**December 21, 2020 6:00 PM**

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| <ul style="list-style-type: none"> <li>• Mike Kelly, Mayor</li> <li>• Trisha Brauer, Council Member</li> <li>• Benjamin Dickens, Council Member</li> <li>• Jan Faidley, Council Member</li> <li>• Jennifer Hill, Council Member</li> </ul> | <ul style="list-style-type: none"> <li>• Jim Kelly, Council Member</li> <li>• Tom Madigan, Council Member</li> <li>• Claudia McCormack, Council Member</li> <li>• Michael Rebne, Council Member</li> </ul> | <ul style="list-style-type: none"> <li>• Keith Moody, City Administrator</li> <li>• Jennifer Jones-Lacy, Asst. Admin.</li> <li>• Kelley Nielsen, City Clerk</li> <li>• John Morris, Police Chief</li> <li>• Donnie Scharff, Public Works Director</li> </ul> |
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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 #964

- B. Council Minutes December 7, 2020
- C. 2021 Cereal Malt Beverage Renewal for Minit Mart

### **III. Business From the Floor**

#### **A. Applications / Presentations**

- 1. Present Outstanding Service Award
- 2. Years of Service Awards
- 3. Art Committee Presentation on Plan for Placement of Art Along Roe Blvd

### **IV. Mayor's Report**

### **V. Workshop and Committee Reports**

### **VI. Reports of City Liaisons**

### **VII. Unfinished Business**

### **VIII. New Business**

- A. Gaga Ball Presentation by Girl Scouts
- B. Approve Service Agreement for HVAC Maintenance
- C. Approve Service Agreement for Plumbing Maintenance
- D. Approve Service Agreement for Electrical Maintenance
- E. Update to Temporary Personnel Policies Related to COVID

### **IX. Ordinances and Resolutions:**

- A. Ordinance 1005 - Protecting Public Safety and Community Resources Act
- B. Resolution 687 - In Support of Court Fine Changes Proposed by Judge Torline

### **X. Workshop Items:**

### **XI. Reports of City Officials:**

- A. COVID Report

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

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

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance

of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

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

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

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

**Item Number:** Pledge of Allegiance- -A.  
**Committee** 12/21/2020  
**Meeting Date:**



## **City of Roeland Park**

Action Item Summary

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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           12/21/2020  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title:                       **Appropriations Ordinance #964**  
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
<input type="checkbox"/> Appropriations Ordinance #964	Cover Memo

# ***The City of Roeland Park, Kansas***

*4600 West Fifty-First Street*

*Roeland Park, Kansas 66205*

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

Thursday, December 17, 2020

## **Appropriation Ordinance - 12/21/2020 - #964**

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

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

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this 21st day of December, 2020.

Attest:

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City Clerk

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Mayor

**Total Appropriation Ordinance**

**\$**

**386,367.31**

## Appropriation Ordinance - 12/21/2020 - #964

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT		Amount	Chk #	Check Amount
					Date				
Vendor	Dept	Account	Account Description	Reference	Date	Distribution	Amount	Check #	Check Amount
Airgas USA, LLC	106	5318.106	Tools	9975846126	12/16/20		21.80	71542	21.80
Applied Concepts, Inc.	101	2030.101	City Withholding Payable	376223	12/09/20		1,395.00	71528	1,395.00
Shawnee Mission Tree Service, Inc	106	5263.106	Tree Maintenance	52735	12/09/20		1,215.00	71529	1,215.00
Shawnee Mission Tree Service, Inc	101	5283.101	RP Community Foundation Grant Ex	33665	12/16/20		4,000.00	71543	9,378.50
Shawnee Mission Tree Service, Inc	300	5470.300		33665	12/16/20		5,378.50		
Batteries Plus Bulbs	101	5301.101	Office Supplies	P34410616	12/16/20		12.00	71544	12.00
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761150850	12/09/20		1,866.43	71530	1,866.43
Boelte-Hall, LLC	101	5208.101	Newsletter	2025231	12/16/20		1,517.00	71545	1,517.00
John Booth	106	5319.106	Rain Barrel Reimbursement	Contain the Rain	12/16/20		117.25	71546	117.25
Johnna Boswell-Duncan	106	5319.106	Rain Barrel Reimbursement	Contain the Rain	12/16/20		117.25	71547	117.25
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1060660	12/16/20		472.95	71548	472.95
Chris Carpenter	106	5319.106	Rain Barrel Reimbursement	Contain the Rain	12/16/20		30.34	71549	30.34
Redacted for Privacy	101	5273.101	Neighbors Helping Neighbors	12/14/20 Ck Req	12/16/20		1,000.00	71550	1,000.00
Constellation Newenergy- Gas Div	220	5289.220	Natural Gas	3065331	12/16/20		86.59	71551	86.59
Whitney Couleter	101	4265.101	Business Occupational Licenses	12/3/20 Refund	12/16/20		80.00	71552	80.00
CZ- USA	109	5317.109	Special Law Enforcement Expenses	543124	12/16/20		245.65	71553	245.65
Dorma USA, Inc.	101	5210.101	Maintenance & Repair Building	585094	12/16/20		760.50	71554	760.50
Dynamhex Technologies	101	5209.101	Professional Services	12/15/20	12/16/20		3,750.00	71555	5,250.00
Dynamhex Technologies	101	5283.101	RP Community Foundation Grant Ex	12/15/20	12/16/20		1,500.00		
E. Edwards, Inc.	106	5308.106		12012012052A	12/09/20		117.00	71531	117.00
Joseph M. Elder	101	5273.101	Neighbors Helping Neighbors	12/14/20	12/16/20		1,000.00	71556	1,000.00
Emery Sapp & Sons, Inc.	106	5421.106	Street Maintenance	202002950	12/16/20		161.00	71557	161.00
Everygy	106	5201.106	Electric	2644 11/19/20	12/09/20		64.94	71532	64.94
Everygy	106	5290.106	Street Light Electric	1275 12/1/20	12/16/20		1,847.71	71558	1,847.71
Farris Wheel Studios, LLC	101	5217.101	Public Art	1124	12/04/20		1,600.00	32606	1,600.00
Carol Foret	106	5319.106	Rain Barrel Reimbursement	Contain the Rain	12/16/20		147.28	71559	147.28
Diana Gallagher	106	5319.106	Rain Barrel Reimbursement	Contain the Rain	12/16/20		105.00	71560	105.00
Linda Gardner	106	5319.106	Rain Barrel Reimbursement	Contain the Rain	12/16/20		130.00	71561	130.00
Gunter Construction	300	5468.300	2020 Stormwater-57th and Roeland	12/8/20	12/16/20		9,596.61	71562	9,596.61
Elizabeth Harner	106	5319.106	Rain Barrel Reimbursement	Contain the Rain	12/16/20		16.36	71563	16.36
Johnson County Wastewater	101	5288.101	Waste Water	11/25/20 Mult	12/16/20		41.85	71564	186.95
Johnson County Wastewater	106	5288.106	Waste Water	11/25/20 Mult	12/16/20		104.50		
Johnson County Wastewater	220	5288.220	Waste Water	11/25/20 Mult	12/16/20		40.60		
Johnson County Treasurer	101	5257.101	Property Tax Payments	641 2020	12/16/20		6,361.89	71565	6,361.89
KACM	103	5206.103	Travel Expense & Training	12/9/20 Ck Req	12/09/20		50.00	71533	50.00
KAW Valley Engineering Inc.	370	5457.370	CARS 2020 - Roe	C33757	12/09/20		9,537.50	71534	9,537.50
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	261833	12/09/20		1,119.66	71535	3,505.21
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	261896	12/09/20		1,673.58		
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	261899	12/09/20		711.97		

Kansas Gas Service	220	5289.220	Natural Gas	2518	12/8/20	12/16/20	98.06	71566	98.06
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	110440	12/09/20		358.80	71536	358.80
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	11/2020	12/09/20		1,692.00	71537	1,692.00
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	32000105000001	12/16/20		1,717.90	71567	21,470.53
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	320001010000011	12/16/20		5,066.29		
Lamp, Rynearson & Assoc., Inc.	300	5209.300	Professional Services	320001060000001	12/16/20		1,453.58		
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	320001040000006	12/16/20		9,456.60		
Lamp, Rynearson & Assoc., Inc.	300	5468.300	2020 Stormwater-57th and Roeland	319001050000009	12/16/20		714.25		
Lamp, Rynearson & Assoc., Inc.	300	5472.300	R Park Development Plan	319001040000021	12/16/20		1,278.23		
Lamp, Rynearson & Assoc., Inc.	300	5472.300	R Park Development Plan	319001060000012	12/16/20		1,783.68		
The Legal Record	101	5204.101	Legal Printing	L88616	12/16/20		17.28	71568	51.84
The Legal Record	101	5204.101	Legal Printing	L88617	12/16/20		17.28		
The Legal Record	101	5204.101	Legal Printing	L88618	12/16/20		17.28		
Lexington Plumbing & Heating Co.	101	5210.101	Maintenance & Repair Building	104457	12/16/20		525.00	71569	525.00
MARC	101	5209.101	Professional Services	GI0011413	12/16/20		1,000.00	71570	1,000.00
Venessa Maxwell-Lopez	103	5209.103	Professional Services	12/11/20	12/16/20		150.00	71571	150.00
MegaKC	300	5472.300	R Park Development Plan	10/31/20	12/09/20		66,035.41	32609	66,035.41
MegaKC	300	5472.300	R Park Development Plan	11/30/20	12/16/20		126,812.34	71572	126,812.34
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	12/2020 Final	12/09/20		42,278.00	71538	42,278.00
Missouri Organic	115	5235.115	Disposal Fees	17299	12/09/20		300.00	71539	5,925.00
Missouri Organic	115	5235.115	Disposal Fees	17395	12/09/20		525.00		
Missouri Organic	115	5235.115	Disposal Fees	17469	12/09/20		675.00		
Missouri Organic	115	5235.115	Disposal Fees	17551	12/09/20		450.00		
Missouri Organic	115	5235.115	Disposal Fees	17637	12/09/20		675.00		
Missouri Organic	115	5235.115	Disposal Fees	17702	12/09/20		675.00		
Missouri Organic	115	5235.115	Disposal Fees	17744	12/09/20		525.00		
Missouri Organic	115	5235.115	Disposal Fees	17771	12/09/20		375.00		
Missouri Organic	115	5235.115	Disposal Fees	17780	12/09/20		75.00		
Missouri Organic	115	5235.115	Disposal Fees	17794	12/09/20		225.00		
Missouri Organic	115	5235.115	Disposal Fees	17877	12/09/20		450.00		
Missouri Organic	115	5235.115	Disposal Fees	18146	12/09/20		450.00		
Missouri Organic	115	5235.115	Disposal Fees	18195	12/09/20		300.00		
Missouri Organic	115	5235.115	Disposal Fees	18237	12/09/20		225.00		
Missouri Organic	115	5235.115	Disposal Fees	17967	12/16/20		375.00	71573	1,725.00
Missouri Organic	115	5235.115	Disposal Fees	18009	12/16/20		450.00		
Missouri Organic	115	5235.115	Disposal Fees	18089	12/16/20		450.00		
Missouri Organic	115	5235.115	Disposal Fees	18296	12/16/20		225.00		
Missouri Organic	115	5235.115	Disposal Fees	18408	12/16/20		225.00		
Kyle O'Brien	106	5319.106	Rain Barrel Reimbursement	Contain the Rain	12/16/20		49.15	71574	49.15
Redacted for Privacy	101	5273.101	Neighbors Helping Neighbors	12/14/20 Ck Req	12/16/20		500.00	71575	500.00
Erica Payne	103	5242.103	Restitution	12/15/20 Man Ck	12/15/20		286.50	32611	286.50
Pitney Bowes Global Financial Ser	101	5205.101	Postage & Mailing Permits	3312463290	12/16/20		174.24	71576	174.24
Price Chopper	103	5242.103	Restitution	12/15/20 Man Ck	12/15/20		84.67	32612	84.67
Q4 Industries LLC	101	5307.101	Other Commodities	118931	12/08/20		5,999.98	32607	5,999.98

Staples	101	5301.101 Office Supplies	806053510	12/16/20	116.34	71577	116.34
Union Brothers Tree Care	101	5273.101 Neighbors Helping Neighbors	84	12/16/20	800.00	71578	800.00
USIC Locating Services, LLC	101	5220.101 Street Light Repair & Maintenance	410361	12/09/20	4,738.57	71540	4,738.57
Chris Verbrugge	105	5206.105 Travel Expense & Training	12/8/20 Miles	12/16/20	11.50	71579	11.50
Mary Vrla-Mohr	106	5319.106 Rain Barrel Reimbursement	Contain the Rain	12/16/20	150.00	71580	150.00
WCA Waste Corporation	115	5272.115 Solid Waste Contract	990000759724	12/16/20	45,685.65	71581	45,685.65
Kathleen Whitworth	101	5256.101 Committee Funds	12/2/20 Pizza	12/16/20	109.20	71582	109.20
Wholesale Batteries, Inc.	106	5211.106 Maintenace & Repair Equipment	427841	12/09/20	117.95	71541	344.45
Wholesale Batteries, Inc.	106	5211.106 Maintenace & Repair Equipment	429349	12/09/20	226.50		
Waste Management	300	5470.300 Park Maint/Infrastructure	6791548578	12/16/20	201.37	71583	201.37
James Worrell	103	5242.103 Restitution	12/15/20 Man Ck	12/15/20	1,000.00	32613	1,000.00
					<u>386,367.31</u>		

Item Number: Consent Agenda- II.-B.  
Committee 12/21/2020  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title: **Council Minutes December 7, 2020**  
Item Type:

**Recommendation:**

**Details:**

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description	Type
□ Council Minutes December 7, 2020	Cover Memo

**CITY OF ROELAND PARK, KANSAS**  
**CITY COUNCIL MEETING MINUTES**  
**Roeland Park City Hall**  
**4600 W 51st Street, Roeland Park, KS 66205**  
**Monday, December 7, 2020 6:00 P.M.**

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

Brauer  
Hill

**Finance**

McCormack  
Madigan

**Safety**

Rebne  
Faidley

**Public Works**

Kelly  
Dickens

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

**Pledge of Allegiance**

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

**Roll Call**

City Clerk Nielsen called the roll; 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, Police Sgt. Chaffee, City Clerk Nielsen, City Intern Verbrugge, and City Attorney Alex Felzein.

**Modification of Agenda**

*There were no modifications made to the agenda.*

Mayor Kelly, on behalf of the Governing Body and staff, wished CMBR McCormack a happy birthday and thanked her for her service to the City.

**I. Citizens Comments**

**Stephanie Iser** (5714 Cedar) Ms. Iser said she is proud of City leaders moving forward on policy work that would make the City safer and more inclusive to immigrants. She asked them to seriously consider what constituents, immigrant residents, and local advocacy groups are asking for, which is that the safety ordinance include both a judicial warrant requirement and a set of clearly defined public safety exclusions to guide when City agents would work with immigration enforcement.

**Christie Smerchek** (5226 Pawnee) Ms. Smerchek spoke in support of the Safe and Welcoming Roeland Park ordinance. She too is excited about the work City leaders are doing in response to residents wanting to live in a more inclusive city. She also said that language regarding judicial warrants and public safety exclusions should be included in the ordinance as precursors to any assistance with ICE.

**Chris Roesel** - Mr. Roesel spoke of his personal experience and work with the immigrants coming into their communities. He urged the Governing Body to do everything possible to be welcoming and to only comply with what is absolutely required by a federal judge and to support the immigrants as they adjust to being here.

**Tyler French** (5208 Delmar) Mr. French is a member of the Safe and Welcoming Roeland Park group. The group has put forth a proposal that would require a judicial warrant or that a clearly defined public safety exclusion be in place prior to any law enforcement assistance given to federal immigration authorities. The group looks forward to seeing the final draft and to see the efforts by City officials to build transparency and trust with the immigrant community.

**Valerie Espadas** - Ms. Espadas is the Community Mobilizer at El Centro. She related an incident of an immigrant whose car was broken into her car. She was encouraged by others to make a report, but she did not want to get the police involved because she did not feel safe speaking with officers in her community. She thanked Roeland Park for moving forward on this but said that leaving the ordinance so broad and open could still hurt some of the people in the community and as written it does not give the protection these people are asking for.

## **II. Consent Agenda**

- A. Appropriations Ordinance #963
- B. Council Minutes November 16, 2020

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

## **III. Business from the Floor**

- A. Applications/Presentations

## **IV. Mayor's Report**

*No report was given.*

## **V. Workshop and Committee Reports**

*No report was given.*

## **VI. Reports of City Liaisons**

- A. Ad Hoc Police Review Committee - Report on Chapter 3, 4 (Continued)

Mayor Kelly welcomed Lisa Brunner, Haile Sims, and Police Sgt. Cliff Chaffee from the Police Policy Review Committee to the meeting.

Sgt. Chaffee said the committee has made significant progress since their last report to the Council. He reiterated that this is a very large project for them to undertake. Chapters 3 and 4 with noted changes were presented to the Council.

Ms. Brunner introduced Mr. Sims and said he has been an integral part of the committee and is on the work group with them. He also serves on the Racial Equity Committee.

Ms. Brunner said the large committee is recommending 19 policies to be adopted by the Roeland Park Police Department. She said they are about halfway through working on the policies. Including the 19 being recommended tonight, 28 in total have been recommended to the Council.

One of the things they look for in their review is to make sure that Roeland Park's non-discrimination ordinance, language and scope is inserted wherever you see typical EEO mentions. They are also modernizing the domestic violence policy such as instances identifying or speaking with the alleged father, it is being changed to "other parent."

Some takeaways they have learned in their review is that good policy does not stand on its own, but comes in the hiring, training, and continuing education on the police force as well as emotional intelligence training. One of the best things smaller communities can do is community outreach and building relationships. Ms. Brunner said she sees good opportunities for those who live in Roeland Park and visit their community.

Mayor Kelly said he recognizes the amount of work that has gone into this since August, expressing gratitude to the committee because it is putting into practice the values espoused and recognized by Roeland Park.

CMBR Rebne asked about Policy 319 related to hate crimes if it would address racially motivated calls to 911 and taking steps to make sure the community understands that this goes against state statute.

Ms. Brunner said that Policy 319 is well-written, and the committee did not have any changes to make. There is a section in there on training and education on this subject and about getting out in the community and developing the trust.

CMBR Hill said this was discussed and addressed previously and it would fall under police policy. She also stated that 911 are not received directly by Roeland Park and are outsourced to the county.

CMBR Rebne said there is information that people have involved in those 911 calls that do not pertain to county dispatch.

Mayor Kelly asked if they are finding upon review that the policies they currently have are well-written. Sgt. Chaffee responded they are working with Lexipol and the advantage of using them is they keep police policies up to date nationwide. As policies change, they have Lexipol who stays up to date on all this. Most of the changes they have found have been grammatical because of the fantastic job that Lexipol does.

CMBR Kelly the review is more or less department policies for the staff and police officers to use that direct how they handle things and how they act as a department.

Mayor Kelly said the police department will continue training and they appreciate their willingness to go through this process to meet the community's needs.

## **VII. Ordinances and Resolutions:**

*There were no ordinances or resolutions presented.*

## **VIII. New Business**

### **A. Approve 2021 CARS Agreement with Johnson County**

This agreement addresses work to be done from 48<sup>th</sup> Street to the northern City limits on Roe Boulevard and includes landscaping, and 153 new trees along the entire Roe Boulevard corridor. Pictures have been included in the packet.

**MOTION:** CMBR KELLY MOVED AND CMBR REBNE SECONDED TO APPROVE THE 2021 CARS AGREEMENT WITH JOHNSON COUNTY. (MOTION CARRIED 8-0)

### **B. Approve Task Order for Bidding and Construction Admin Services of 2021 CARS Project**

CMBR Faidley asked for a summary of the process that they have gone through for Roe 2020 and that these are two alternate bid items identified to be completed later.

City Administrator Moody said they will mill and overlay north of 48<sup>th</sup> Street as well as landscaping along the entire corridor from Johnson Drive north to corporate limits. The design of the two add-alternate elements was completed as part of the main project. The pricing they received for those two items was higher than they felt it would be as standalone projects, so they opted to bid them later. They plan to get the bid out this winter with hopes to proceed with both components as soon as possible. Larkin will be involved with submitting reimbursements to CARS for approximately \$280,000.

**MOTION:** CMBR BRAUER MOVED AND CMBR HILL SECONDED TO APPROVE THE TASK ORDER WITH LARKIN FOR BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE 2021 CARS PROJECT. (MOTION CARRIED 8-0)

### **C. Approve Winter Season Street Light Banners**

The Community Engagement Committee has recommended and staff is requesting approval for Speed Pro to print banners for the new streetlights that have been put up on Roe Boulevard.

CMBR Hill liked the first three designs and asked they not include the fourth. Mayor Kelly said the Community Engagement Committee expressed the same sentiment.

CMBR Faidley asked if the committee only looked at the four designs or if there were other options that were just ruled out.

Daniel Vandebos said there was other artwork done but these four designs were what the committee recommended. The four presented are all the same theme, have the same colors and were done by Midtown Design.

CMBR Rebne said the designs presented reflected Roeland Park better in spirit and attitude. The committee liked that it was a winter theme rather than a particular holiday or religious insinuation or symbol.

Mayor Kelly said they will look nice with a snow cover on the ground.

CMBR Dickens said he liked the colors. He asked if the “Uniquely Rooted” had Roeland Park branding anywhere. Mayor Kelly said the branding is not on the flag.

CMBR Hill said that “Uniquely Rooted” is their motto and is part of their branding. With the others having Roeland Park on them it works.

CMBR Madigan likes the “Uniquely Rooted” flag. He would like to see that tree stay as one of their banners and change with the seasons as he thinks it would be interesting. Mayor Kelly said that is a cool idea.

CMBR Faidley asked if the banners will go the full length of Roe. Mayor Kelly said when the streetlights north of 51<sup>st</sup> are up, the banners will go the entire length of Roe.

City Administrator Moody said the streetlights may not be installed in time for all the winter banners to go up. However, they are anticipating banners for all four seasons.

**MOTION:** CMBR HILL MOVED AND CMBR MCCORMACK SECONDED TO APPROVE THE FIRST THREE WINTER SEASON STREETLIGHT DESIGNS. (MOTION CARRIED 8-0)

CMBR Hill asked if Speed Pro is being recommended because they are the lowest bidder or if they have any reviews on any of the three companies. Mayor Kelly said the Community Engagement Committee liked their bid because they had the lowest price, a quick turnaround, and are a local company.

**MOTION:** CMBR REBNE MOVED AND CMBR BRAUER SECONDED TO APPROVE SPEED PRO FOR THE PRINTING OF THE BANNERS IN AN AMOUNT OF \$6,565. (MOTION CARRIED 8-0)

#### D. Cost Recovery Policy Discussion for Parks and Recreation Fees

This item was discussed previously at a Committee Workshop. Tony Nichols, Parks and Recreation Superintendent reviewed the presentation he made at the last Workshop. He went over what the City will provide as far as recreational services and that residents will have an equal opportunity to participate in a wide variety of programs and services.

CMBR Faidley wanted to emphasize the importance of an annual review because as Councilmembers they will be getting feedback and that should be incorporated into their fees and services as going forward.

CMBR Kelly said he was not a fan of the phrase “local taxpayer” in Section IV(A)(1). He would prefer they use the term “Roeland Park residents.” The other things had to do with the pricing policy guidelines in (C)(1) and could they consolidate the list of events to “City Events” or something similar.

Mr. Nichols said he would be happy to make those changes. He said this was their first time putting out the information and he wanted to be clear what community service events would be free of charge.

Mayor Kelly said he was in favor of changing “local taxpayer” to “Roeland Park resident.”

CMBR Kelly asked if they must list every single event every time.

City Administrator Moody said it is educational and lists the programs not being charged a fee. It provides guidance as to what types of events are a hundred percent subsidized.

CMBR Kelly would like to see an amendment as to Roeland Park residents.

**MOTION:** CMBR KELLY MOVED AND CMBR HILL SECONDED TO AMEND IV(A)(1) TO CHANGE THE LANGUAGE FROM “LOCAL TAXPAYER” TO “ROELAND PARK RESIDENT.” (MOTION CARRIED 8-0).

**MOTION:** CMBR MADIGAN MOVED AND CMBR DICKENS SECONDED TO APPROVE THE PARKS AND RECREATION PRICING POLICY AS AMENDED. (MOTION CARRIED 8-0)

#### E. Agreement with JOCO for COVID Health Order Enforcement

On November 16, 2020, Johnson County adopted Order No. 2-20 that establishes social distancing requirements, limiting gatherings, and other health guidelines for the county. The Board of County Commissioners wanted to alleviate district court pressures and allow the county to enforce its own health order and is asking to work with cities to enforce the order. Roeland Park would be working with the county and the county would be responsible for enforcement of the order. The county’s authority would only be limited to this public health order and not future ones. Mayor Kelly said this is a sign of solidarity of support.

City Administrator Moody wanted to thank the City of Prairie Village for their assistance in the review and development of the agreement.

Mayor Kelly also thanked Prairie Village Mayor Mikkelsen, their council, and their city attorney David Waters.

CMBR Rebne questioned about mask wearing at the Community Center and who has jurisdiction there. Mayor Kelly said the residents are the first line in terms of ordinance enforcement ordinance in reporting instances of violations of the health ordinance. Until a violation is known it cannot be addressed, so they are asking their residents to be vigilant about this. The county is taking an education first approach to this ordinance to the business owner or the operator of the Community Center to rectify any conduct. Per the agreement with the county they would be responsible for the enforcement.

City Administrator Moody added that the facility owner is responsible to ensure that the activities occurring at the facility or place of business follow the health order. Additionally, the City is the owner of the Community Center and would be responsible to ensure that it complies with the health order.

Police Chief Morris added if there is a situation, they would do what they could to educate the individuals. If they were asked and refused to comply with the health order that could end up being a criminal trespass situation. They have limited action of what they will do, but they will do an educate first and an educate second and three or four more times after that. If they continue to completely refuse to cooperate, then they can go the route of criminal trespassing.

CMBR Brauer commented that the mask mandates and the other mandates are truly for the health of all of people out and it takes everyone together to do this. She asked everyone to do their part. She acknowledged that wearing a mask isn’t fun and is inconvenient, but to please come together and be the Roeland Park that helps make all of them safe.

**MOTION:** CMBR HILL MOVED AND CMBR KELLY SECONDED TO APPROVE THE AGREEMENT WITH JOHNSON COUNTY FOR COVID HEALTH ORDER ENFORCEMENT. (MOTION CARRIED 8-0)

F. Appointments and Reappointments

Mayor Kelly presented his slate of candidates to the City Council stating that they will serve the City well.

CMBR Madigan asked if someone left the Planning Commission and is this a ward appointment or a mayoral appointment. Mayor Kelly said it is a Ward 2 appointment and someone is leaving the Planning Commission.

**MOTION:** CMBR HILL MOVED AND CMBR MCCORMACK SECONDED TO APPOINT JOSEY SHAW TO THE PLANNING COMMISSION BEGINNING ON JANUARY 2, 2021. ALSO TO REAPPOINT EMILY HAGE TO PARKS, DAVID SMITH TO SUSTAINABILITY, BRITTNEY NORIEGA AND MAREK GLINIECKI TO THE ARTS COMMITTEE. (MOTION CARRIED 8-0)

**IX. Unfinished Business**

*There were no Unfinished Items to discuss.*

**X. Workshop Items:**

*There were no Workshop items presented.*

**XI. Reports of City Officials:**

A. COVID Report

Chris Verbrugge, City Intern, provided an update on the City's actions as it relates to COVID-19. The main item is the emergency order has gone into effect on November 16<sup>th</sup> which is now enforceable in Roeland Park. The Director of the Health and Environment Department has been providing updates to the Board of County Commissioners and those comments are in the packet. One item of note is that Johnson County has released several different resources and reduced barriers to those resources to a variety of groups who are disproportionately affected by the pandemic. There is also an update in the packet on the CARES Act funded projects.

CMBR Faidley asked if they were close to expending the funds by the end of December. City Administrator Moody said they will be close to the \$213,000 allocation. The big projects are touchless faucets, water closets and water fountains with the Nall Park restroom being the last one to be completed. The HVAC projects should be completed by mid-December. If there are additional resources allocated, the City will have the opportunity to request reimbursement for police-related payroll expenses.

B. Public Works Report

Public Works Director Scharff said the contractor will begin paving on Roe Boulevard tomorrow morning between 48<sup>th</sup> and north of 51<sup>st</sup> Street. The work is anticipated to last three days. Most of the hardscape is

already complete. The traffic signals are also operational at 50<sup>th</sup> Terrace and Roe Lane. They will now begin working on the lights at 51<sup>st</sup> and Roe in the next day or so.

## **XII. Adjourn**

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

(Roeland Park City Council Meeting Adjourned at 7:35 p.m.)

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Kelley Nielsen, City Clerk

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Mike Kelly, Mayor

Item Number: Consent Agenda- II.-C.  
Committee 12/21/2020  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 12/10/2020  
Submitted By: Staff  
Committee/Department: Admin.  
Title: **2021 Cereal Malt Beverage Renewal for Minit Mart**  
Item Type: Other

**Recommendation:**

**To approve cereal malt beverage renewal for Minit Mart.**

**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
☐ Minit Mart CMB	Cover Memo

**KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES**

Fee: \$75.00

No.

## **DEALER'S RETAIL LICENSE**

From: 12/12/2020

To: 12/31/2021

### ***To All Whom it May Concern:***

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

## **CEREAL MALT BEVERAGES**

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

**4815 ROE Boulevard**

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

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

***This License will expire on 12/31/2021, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.***

***Given under our hands and the corporate seal of said City, on this date: 12/21/2020***

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Item Number: Applications/Presentations- A.-1.  
Committee 12/21/2020  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 12/17/2020  
Submitted By: Keith Moody  
Committee/Department: Personnel Committee  
Title: **Present Outstanding Service Award**  
Item Type: Presentation

**Recommendation:**

**The Administrative Committee (Brauer and Hill) along with the City Clerk have selected the recipient of the Outstanding Service Award for the 2nd half of 2020. The group arrived at the selection upon review and due consideration of the applications received during 2020.**

**Details:**

Nominations for the recipient came from a variety of sources, sighting service that went above and beyond and examples of conduct focused on exceptional service to the public. Assistant City Administrator/Director of Finance, Jennifer Jones-Lacy is recognized for her outstanding work in our community. Her nominations highlight her professional attitude, financial ability being awarded several budget awards, her giving spirit with Neighbors Helping Neighbors, community for all ages and work on universal design. Jennifer always represents our city in a positive manner. We congratulate her on this well-deserved honor and thank her for her service.

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: Applications/Presentations- A.-2.  
Committee 12/21/2020  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 12/17/2020  
Submitted By: Staff  
Committee/Department: Admin.  
Title: **Years of Service Awards**  
Item Type: Other

**Recommendation:**

**Congratulations to Doug Thorell for 10 years of service, Cory Honas and Anthony Estrada for 20 years of service and Warren Gardner for 25 years of service.**

**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
 Doug Thorell	Cover Memo

- 📁 Cory Honas
- 📁 Anthony Estrada
- 📁 Warren Gardner

- Cover Memo
- Cover Memo
- Cover Memo

# *Certificate of Appreciation*

Conferred Upon

*Doug Thorell*

*The League of Kansas Municipalities bestows this Certificate of Appreciation upon Doug Thorell in recognition of their 10 year contribution to the betterment of Kansas communities through loyal and dedicated service to the City of Roeland Park.*



A handwritten signature in black ink, appearing to read 'John McTaggart'.

John "Tiny" McTaggart, President, 2020  
League of Kansas Municipalities

# *Certificate of Appreciation*

Conferred Upon

*Cory Honas*

*The League of Kansas Municipalities bestows this Certificate of Appreciation upon Cory Honas in recognition of their 20 year contribution to the betterment of Kansas communities through loyal and dedicated service to the City of Roeland Park.*



A handwritten signature in black ink, appearing to read 'John McTaggart'.

John "Tiny" McTaggart, President, 2020  
League of Kansas Municipalities

# *Certificate of Appreciation*

Conferred Upon

*Anthony Estrada*

*The League of Kansas Municipalities bestows this Certificate of Appreciation upon Anthony Estrada in recognition of their 20 year contribution to the betterment of Kansas communities through loyal and dedicated service to the City of Roeland Park.*



A handwritten signature in black ink, appearing to read 'John McTaggart'.

John "Tiny" McTaggart, President, 2020  
League of Kansas Municipalities

# *Certificate of Appreciation*

Conferred Upon

*Warren Gardner*

*The League of Kansas Municipalities bestows this Certificate of Appreciation upon Warren Gardner in recognition of their 25 year contribution to the betterment of Kansas communities through loyal and dedicated service to the City of Roeland Park.*



A handwritten signature in black ink, appearing to read 'John McTaggart'.

John "Tiny" McTaggart, President, 2020  
League of Kansas Municipalities

Item Number:      Applications/Presentations- A.-3.  
Committee            12/21/2020  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 12/21/2020  
Submitted By: Jennifer Jones-Lacy  
Committee/Department: Arts Committee  
Title: **Art Committee Presentation on Plan for Placement of Art Along Roe Blvd**  
Item Type: Other

**Recommendation:**

**Review art committee presentation on art placement along Roe, as well as an update on committee activities.**

**Details:**

A representative from the Art Committee will provide an update including recommended locations for public art along Roe Blvd. These locations are tentative and may need to be adjusted based on landscaping.

**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
 Roe Blvd Art Placement	Exhibit

DATE	
BY	
REFERENCES NOTED	
REFERENCES CHECKED	

Drawn By : bspandler 8/15/2018 2:54 PM  
File : L2 LANDSCAPE PLAN.dwg

## PLANT SCHEDULE-L2

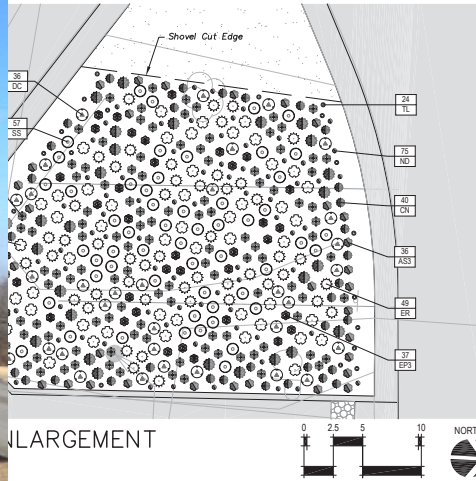
TREES	QTY	BOTANICAL NAME	COMMON NAME
AS	3	Acer nigrum 'Morton'	State Tree
AN	3	Acer truncatum x A. plat. 'Katharine'	Norwegian
QB	1	Quercus bicolor	Swamp White

TURFGRASS	BOTANICAL NAME	COMMON NAME	CONT.
	Festuca arundinacea 'Turf-Type'	Turf-Type Tall Fescue	sod

## LEGEND

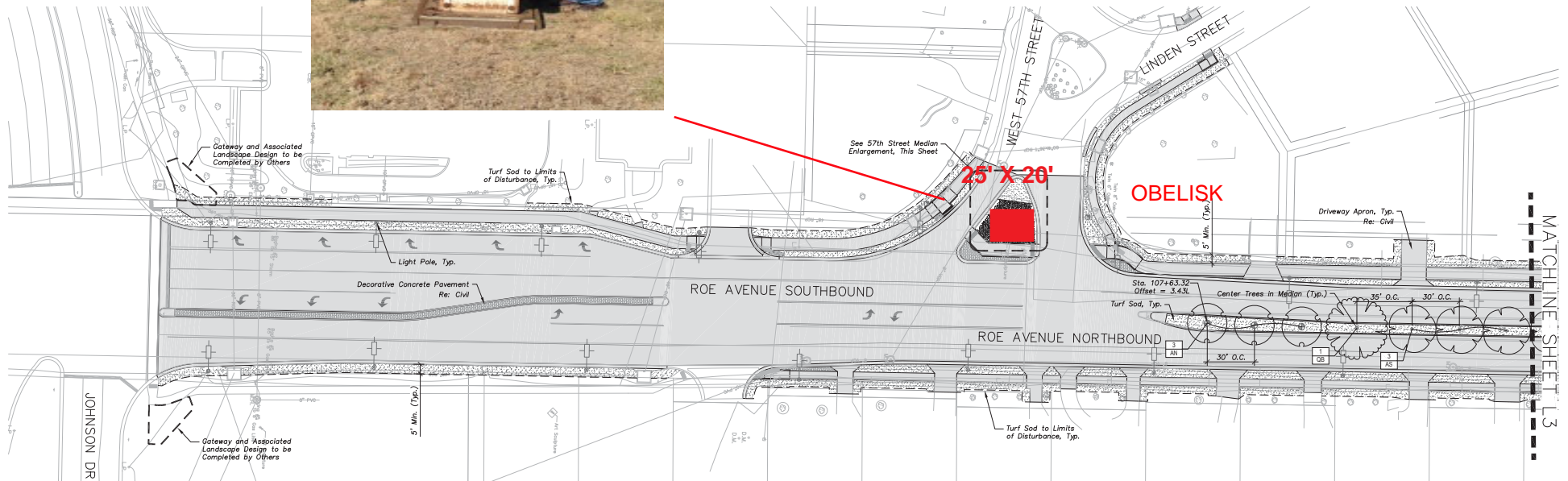
— Shovel Cut Edge, See Detail 04/L17



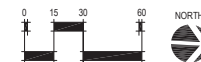
## PLANT SCHEDULE-57TH ST MEDIAN

BULBS		CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.
	ND	75	Narcissus x 'Dutch Master'	Dutch Master Large Yellow Daffodil	4 Bulbs per symbol	
	TL	24	Tulipa x 'Little Beauty'	Little Beauty Tulip	10 Bulbs per symbol	

GRASSES & PERENNIALS		CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.
	AS3	36	Allium x 'Summer Beauty'	Summer Beauty Allium	4" pot	
	AV	49	Andropogon virginicus	Broomsedge Bluestem	1 Qt.	
	CN	40	Calamintha nepeta 'Montrose White'	Montrose White Dwarf Calamint	4" pot	
	DC	36	Dianthus carthusianorum	Cutthroat Pink	1 Qt.	
	EP3	37	Echinacea paradoxa	Bush's Coneflower	4" pot	
	EF	118	Echinacea purpurea 'Fatal Attraction'	Fatal Attraction Coneflower	4" pot	
	ER	49	Echinops ritro	Globe Thistle	1 Qt.	
	PB	30	Penstemon barbatus	Beardlip Penstemon	1 Qt.	
	SS	57	Solidago speciosa	Showy Goldenrod	1 Qt.	



Note: Station Offsets shown are based on Proposed Road Centerline as shown on Civil Sheets.



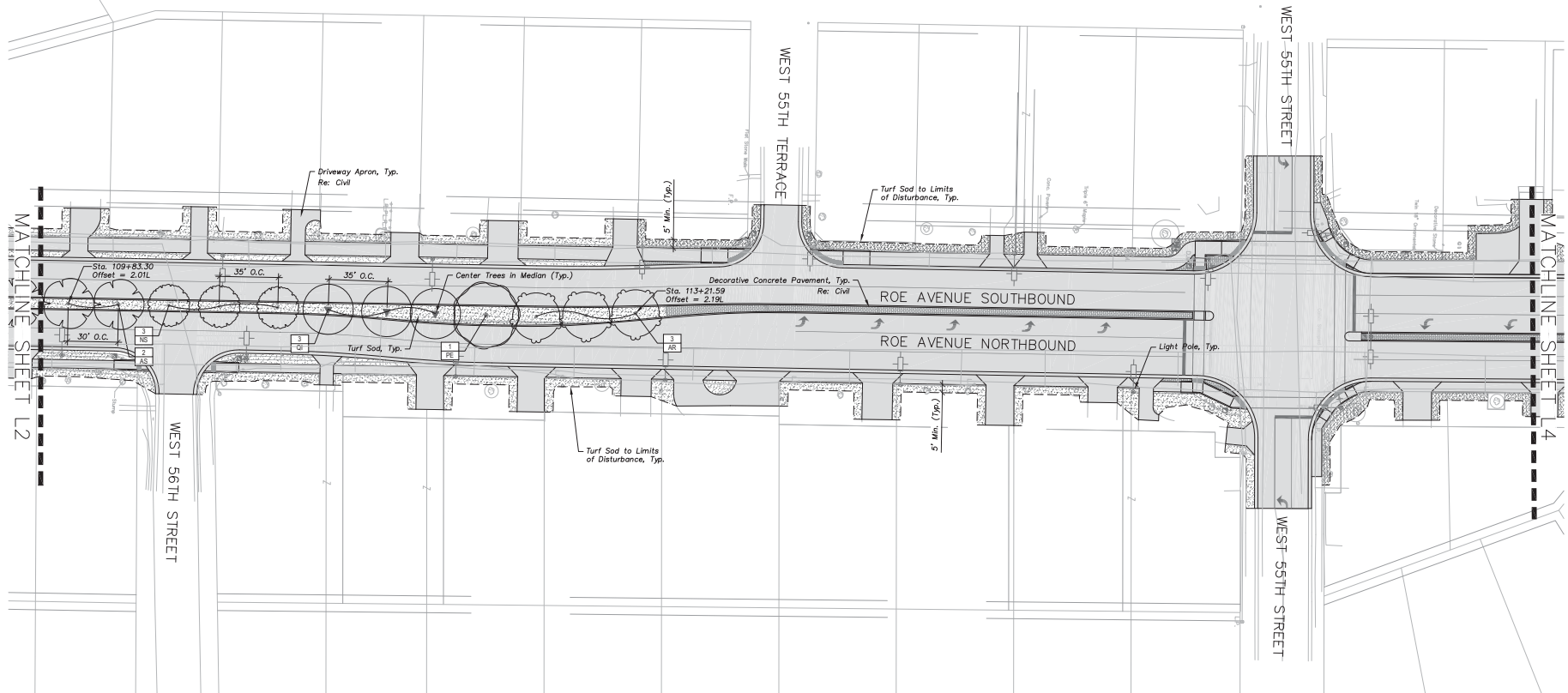
KANSAS DEPARTMENT OF TRANSPORTATION  
LANDSCAPE PLAN  
L2

# PLANT SCHEDULE-L3

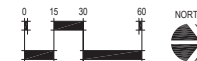
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL
AR	3	Acer nigrum 'JFS-KYOMAMI'	Rugged Ridge® Maple	8.8.8	2.5' Cal.
AS	2	Acer nigrum 'Morton'	State Street Maple	8.8.8	2.5' Cal.
NS	3	Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	8.8.8	2.5' Cal.
PE	1	Platanus x acerifolia 'Morton Circle'	Exclamation® Planetree	8.8.8	2.5' Cal.
QI	3	Quercus imbricaria	Shingle Oak	8.8.8	2.5' Cal.

TURFGRASS	BOTANICAL NAME	COMMON NAME	CONT
	Festuca arundinacea 'Turf-Type'	Turf-Type Tall Fescue	sod

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	46 N-0661-01	2019	L3	20



Note: Station Offsets shown are based on Proposed Road C as shown on Civil Sheets.




KANSAS DEPARTMENT OF TRANSPORTATION  
LANDSCAPE PLAN  
L3



TREES	QTY	BOTANICAL NAME	COMMON NAME
GI	3	<i>Gleditsia inaequalis</i> 'Imperial'	Imperial Silktree
GE	2	<i>Gymnocladus dioica</i> 'Espresso'	Espresso Kentucky Coffeetree
MG	6	<i>Metasequoia glyptostroboides</i>	Dawn Redwood
OV	6	<i>Ostrya virginiana</i>	American Hornoak

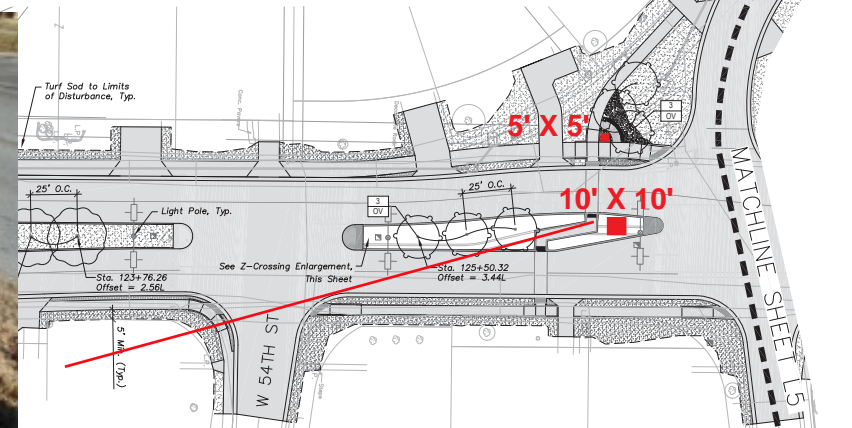
TURF GRASS	BOTANICAL NAME	COMMON NAME	CONT.
	<i>Festuca arundinacea</i> 'Turf-Type'	Turf-Type Tall Fescue	sod

phorbeae	8.8	2.5' CA						
			CA3	224	Carex albicans	Whitinge Sedge	3/28 CELL PLUG	CB2
			CD	192	Carex divisa	Berkleye Sedge	3/28 CELL PLUG	EF
			CB2	186	Carex flacca 'Blue Zinger'	Blue Zinger Sedge	3/28 CELL PLUG	HR
			SA	228	Sesleria autumnalis	Autumn Moor Grass	3/28 CELL PLUG	SA



<u>BULBS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>CONT</u>
CA2	38	<i>Crocus ancyris</i> 'Golden Bunch'	Golden Bunch Spring Crocus	10 Bulbs per symbol
<u>GRASSES &amp; PERENNIALS</u>				
AS3	26	<i>Allium x 'Summer Beauty'</i>	<i>Summer Beauty</i> Allium	4' pot
CA3	26	<i>Carex albicans</i>	Whiteline Sedge	32/38 CELL PLUG
CB2	56	<i>Carex flacca</i> 'Blue Zinger'	Blue Zinger Sedge	32' CELL PLUG
EF	53	<i>Echinacea purpurea</i> 'Fatal Attraction'	Fatal Attraction Coneyflower	4' pot

 Planting Module, See Sheets L13 and L14  
 Shovel Cut Edge, See Detail 04/L17



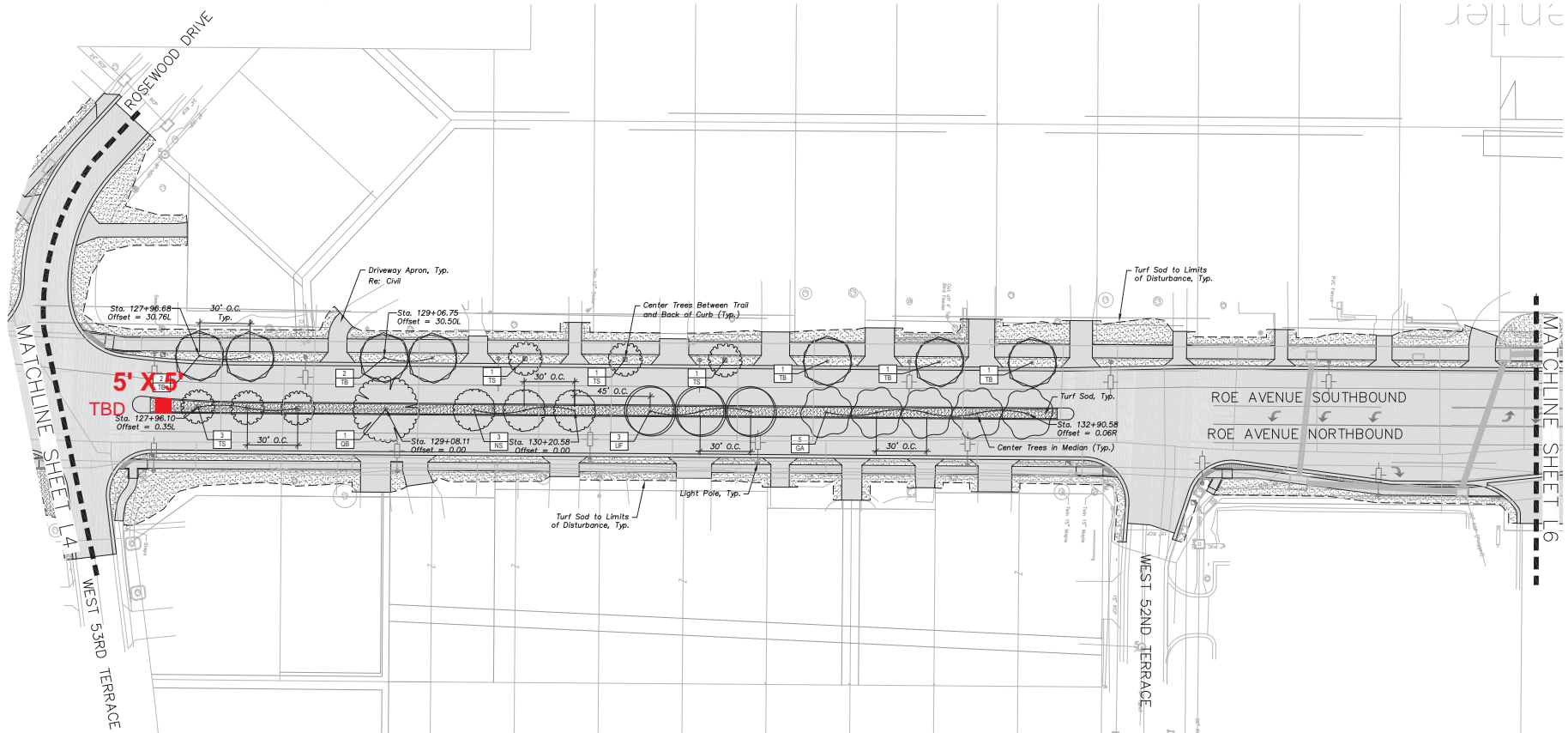
		BOTANICAL NAME	COMMON NAME	
PERENNIALS	QTY 156	<i>Crocus ancyraensis</i> 'Golden Bunch'	Golden Bunch Spring Crocus	10 Bulbs per symbol
	QTY 252	<i>Allium</i> 'Summer Beauty'	Summer Beauty Allium	4" pot
	228	<i>Carex dioica</i>	Berkeley Sedge	32/38 CELL PLUG
	228	<i>Carex fascica</i> 'Blue Zinger'	Blue Zinger Sedge	32/38 CELL PLUG
	180	<i>Echinacea purpurea</i> 'Fatal Attraction'	Fatal Attraction Coneflower	4" pot
	96	<i>Heuchera richardsonii</i>	Prairie Alum Root	#1 CONT
	228	<i>Sedella autumnalis</i>	Autumn Moor Grass	32/38 CELL PLUG

# PLANT SCHEDULE-L5

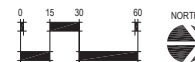
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	46 N-0661-01	2019	L5	20

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL
GA	5	Carya illinoensis 'Aurum Gold'™	Aurum Gold Ginkgo	B & B	2.5' Cal.
NS	3	Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	B & B	2.5' Cal.
OB	1	Quercus bicolor	Swamp White Oak	B & B	2.5' Cal.
TS	6	Taxodium distichum 'Shawnee Brave'™	Shawnee Brave Bald Cypress	B & B	2.5' CAL., 10' MIN. HT.
TB	7	Tilia americana 'Boulevard'	Boulevard Linden	B & B	2.5' Cal.
UF	3	Ulmus x 'Frontier'	Frontier American Elm	B & B	2.5' Cal.
TURFGRASS	QTY	BOTANICAL NAME	COMMON NAME	CONT	
	19,957 sf	Festuca arundinacea 'Turf-Type'	Turf-Type Tall Fescue	sod	

DATE	BY
REFERENCES NOTED	REFERENCES CHECKED



Note: Station Offsets shown are based on Proposed Road C as shown on Civil Sheets.




KANSAS DEPARTMENT OF TRANSPORTATION  
LANDSCAPE PLAN  
L5

# PLANT SCHEDULE-L6

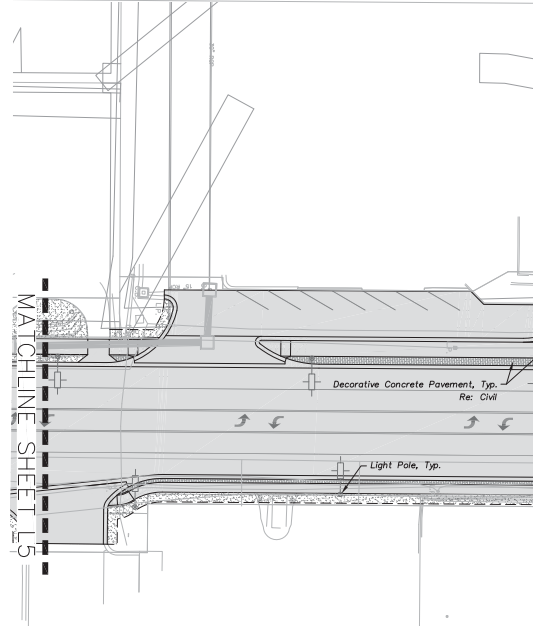
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL
NG	3	Nyssa sylvatica "Widow"	Widow Black Gum	B & B	2.5' Cal.
QY	2	Quercus laevis	Lacey Oak	B & B	2.5' Cal.
TB	1	Tilia americana "Boulevard"	Boulevard Linden	B & B	2.5' Cal.

TURFGRASS	BOTANICAL NAME	COMMON NAME	CONT
	Festuca arundinacea "Turf-Type"	Turf-Type Tall Fescue	sod

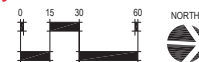
STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	46 N-0661-01	2019	L6	20

## DAMSEL IN BLUE



Note: Station Offsets shown are based on Proposed Road C as shown on Civil Sheets.

City Hall



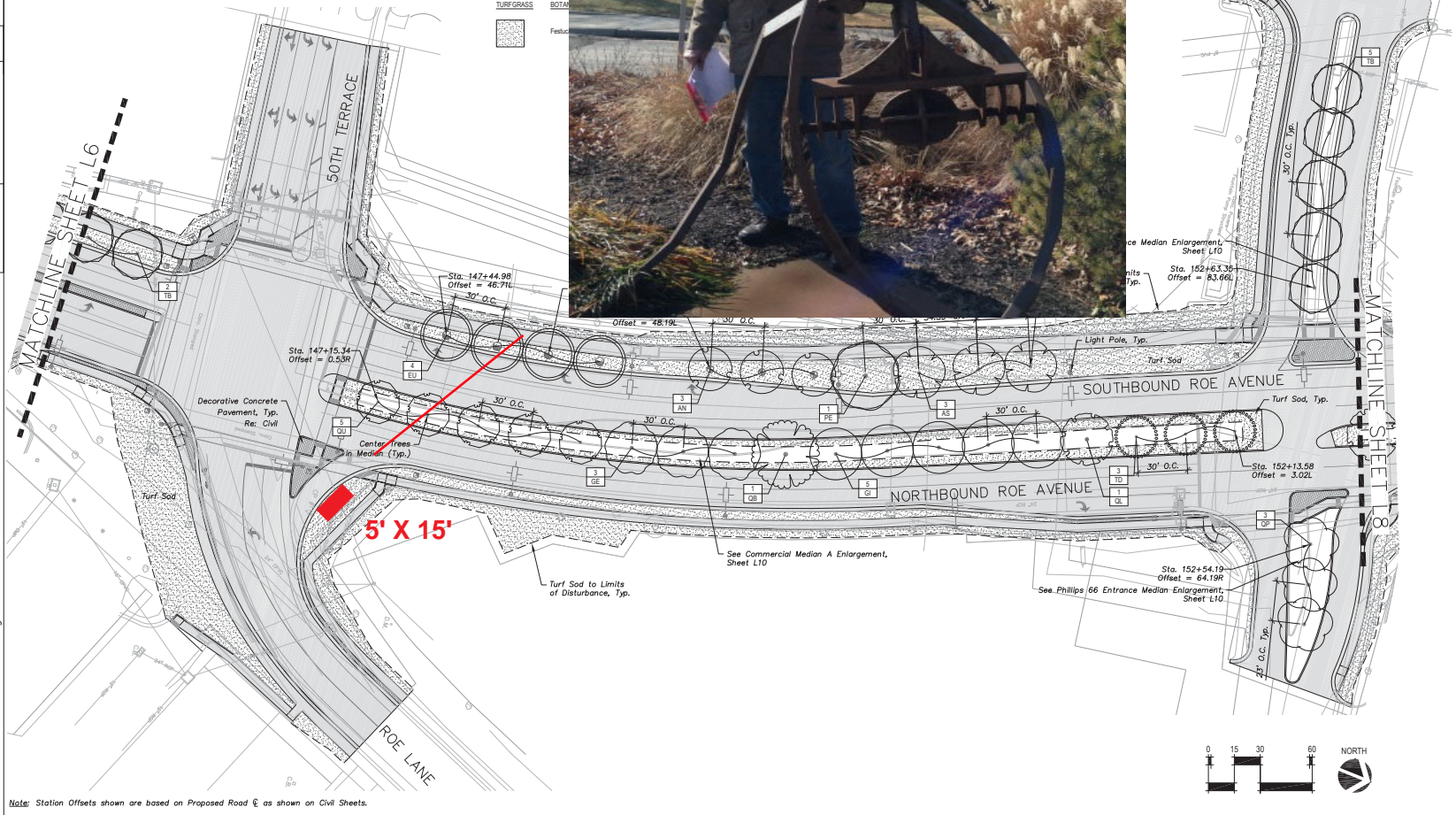
KANSAS DEPARTMENT OF TRANSPORTATION  
LANDSCAPE PLAN  
L6

# PLANT SCHEDULE-L7

## BALLET MECHANIQUE

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	46 N-0661-01	2019	L7	20

TREES	QTY
AS	1
AN	3
EU	4
GI	5
GE	3
PE	1
QB	1
QL	1
QU	5
QP	3
TD	3
TB	7



### LEGEND

— Shovel Cut Edge, See Detail 04/L17

KANSAS DEPARTMENT OF TRANSPORTATION  
LANDSCAPE PLAN  
L7

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	46 N-0661-01	2019	L8	20

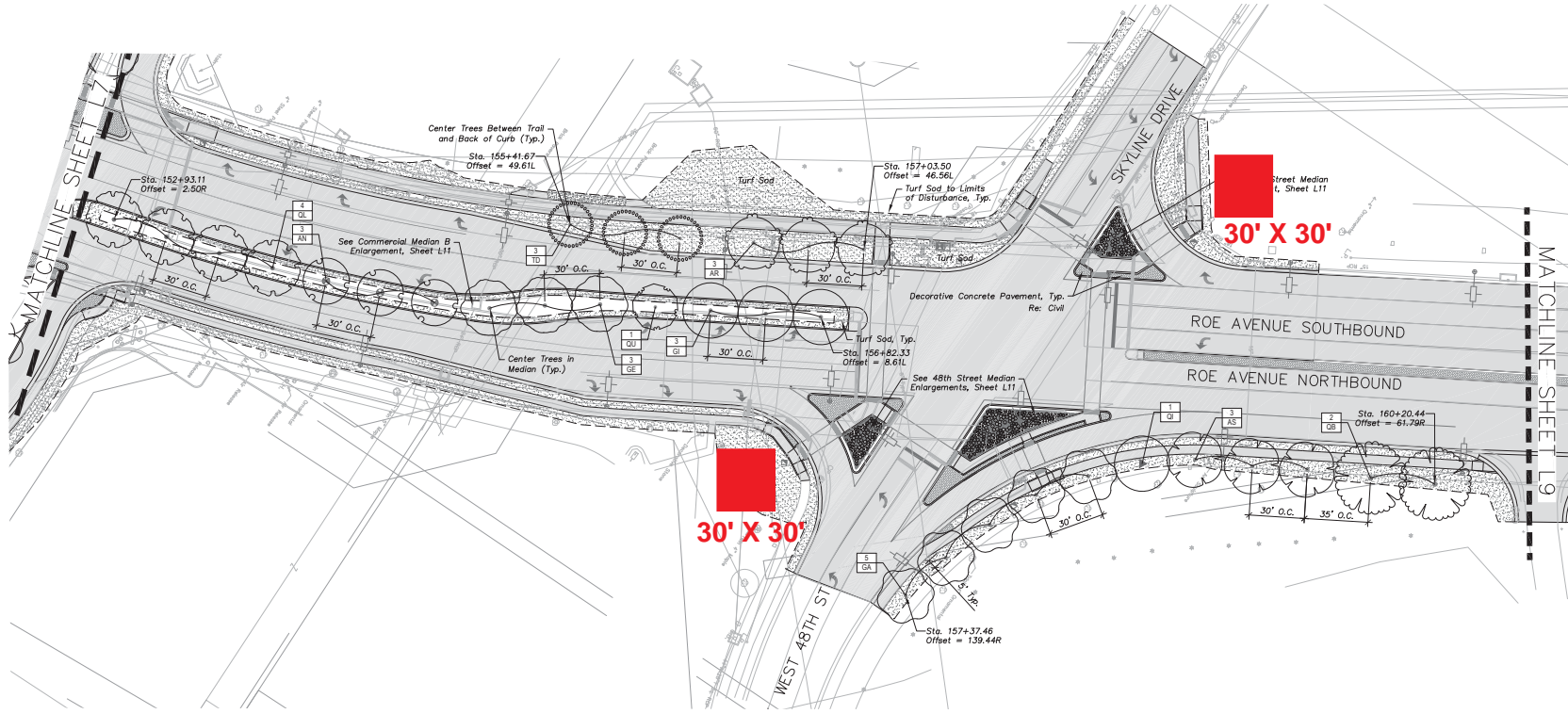
LEGEND

Shovel Cut Edge, See Detail 04/L17

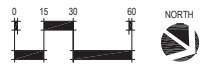
PLANT SCHEDULE-L8

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL
AR	3	Acer myriophyllum 'JFS-K033AM'	Rough Red Maple	B & B	2.5' Cal.
AS	3	Acer myriophyllum 'Morton'	State Street Maple	B & B	2.5' Cal.
AN	3	Acer truncatum x A. plat. 'Kelliform'	Norwegian Sunburst Maple	B & B	2.5' Cal.
GA	5	Ginkgo biloba 'Autumn Gold'™	Autumn Gold Ginkgo	B & B	2.5' Cal.
GI	3	Gleditsia triacanthos 'Imperial'	Imperial Honeylocust	B & B	2.5' Cal.
GE	3	Gymnocladus dioica 'Espresso'	Espresso Kentucky Coffeetree	B & B	2.5' Cal.
OB	2	Quercus bicolor	Swamp White Oak	B & B	2.5' Cal.
QI	1	Quercus imbricaria	Shingle Oak	B & B	2.5' Cal.
QL	4	Quercus lyrata	Overcup Oak	B & B	2.5' Cal.
QU	1	Quercus macrocarpa 'JFS-K013' PP 22815	Urban Pinetree Oak	B & B	2.5' Cal.
TD	3	Taxodium distichum	Bald Cypress	B & B	2.5' CAL., 10' MIN. HT.

TURFGRASS	BOTANICAL NAME	COMMON NAME	CONT
	Festuca arundinacea 'Turf-Type'	Turf-Type Tall Fescue	sod



Note: Station Offsets shown are based on Proposed Road Centerline as shown on Civil Sheets.



KANSAS DEPARTMENT OF TRANSPORTATION  
LANDSCAPE PLAN  
L8

# PLANT SCHEDULE-L9

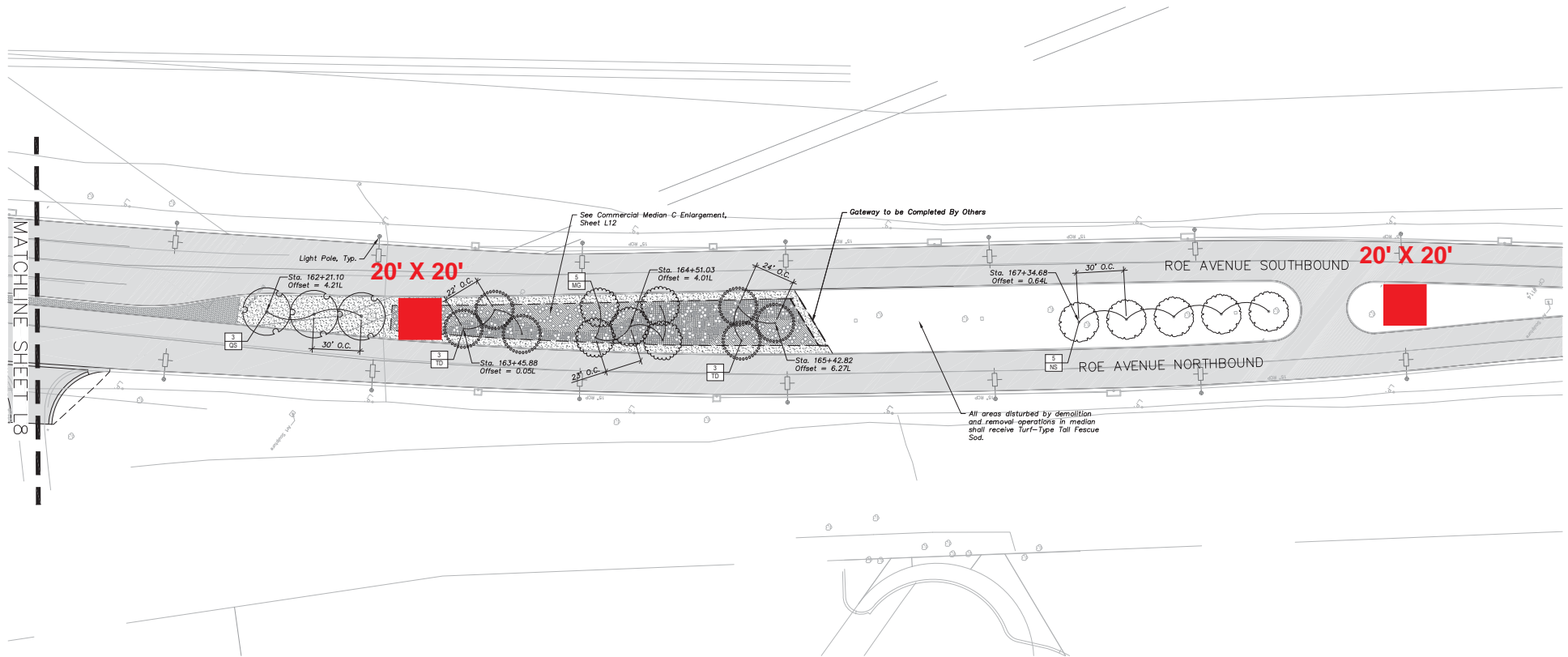
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL
MG	5	Metasequoia glyptostroboides	Dawn Redwood	B & B	2.5" CAL., 10' MIN. HT.
NS	5	Nyssa sylvatica 'Wildfire'	Wildfire Black Gum	B & B	2.5" Cal.
OS	3	Quercus shumardi	Shumard Oak	B & B	2.5" Cal.
TD	6	Taxodium distichum	Bald Cypress	B & B	2.5" CAL., 10' MIN. HT.
TURFGRASS	QTY	BOTANICAL NAME	COMMON NAME	CONT	
	4,993 sf	Festuca arundinacea 'Turf-Type'	Turf-Type Tall Fescue	sod	



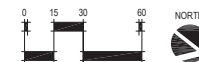
## LEGEND

— Shovel Cut Edge, See Detail 04/L17

DATE	
BY	
REFERENCES NOTED	
REFERENCES CHECKED	



Note: Station Offsets shown are based on Proposed Road C as shown on Civil Sheets.



KANSAS DEPARTMENT OF TRANSPORTATION  
LANDSCAPE PLAN  
L9

**Item Number:** New Business- VIII.-A.  
**Committee** 12/21/2020  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

Date: 12/16/2020  
Submitted By: Tony Nichols  
Committee/Department: Public Works  
Title: **Gaga Ball Presentation by Girl Scouts**  
Item Type: Presentation

**Recommendation:**

**Staff and the Parks and Trees committee recommend approval of the gaga ball pit for Nall Park.**

**Details:**

Sarah Nielson and Josie Yungeberg with the Girl Scouts are seeking approval for installation of a gaga ball pit as part of a silver award project. The project will be funded by the girl scouts through fund raising.

The girl scouts will install the gaga ball pit with the exception of the concrete anchors. PW staff will assist with concrete anchoring.

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

 Gaga Ball Presentation

Cover Memo

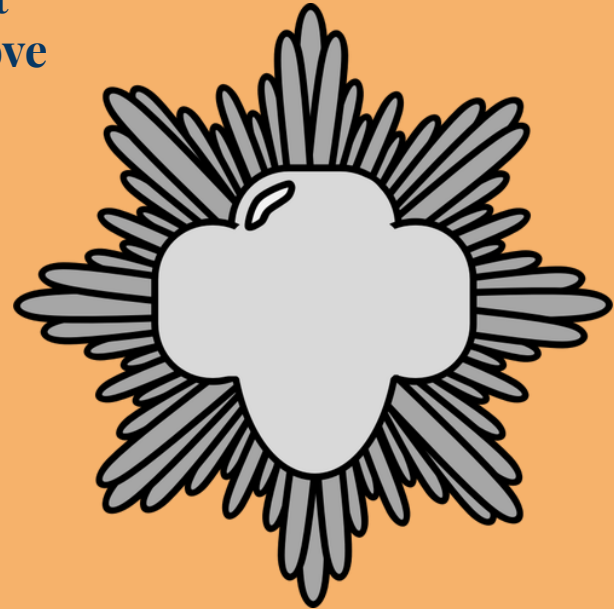


# A Gaga Ball Pit for Nall Park

Josie Yungeberg and Sarah Nielsen's  
Girl scout silver award project

# What is a Silver Award?

A Silver Award is a Girl Scout project with the goal of making a permanent positive impact on a community. It is the highest honor a Cadette can achieve in Girl Scouts. It gives the Scout an opportunity to show that they are determined, organized, and dedicated. It also shows that they care about their community and they want to improve it.



# Why?

We think Nall Park needs a gaga ball pit because there is a gaga ball pit for kids on the east side of Roe, and when we went to Roesland we loved it, and the kids that go there now absolutely love it, but there isn't one for the kids who live on the west side.. If we installed one, it would be a very entertaining asset to the park for parents and children combined.





## RULES

GaGa Ball is a form of dodge ball that's normally played in a 'Pit'.

The game's roots originated in Israel. The word 'Ga' means Hit or Touch, so 'Ga-Ga' means Hit-Hit. There are several variations on exactly how the game is played, but we find these rules to be the most common and fair, while keeping the game competitive and fun:

1. To start, everyone in the pit must be touching the wall. Someone tosses the ball in the center of the pit, and it must bounce twice on the ground. As it bounces, everyone can say "Ga" for each bounce. After the second bounce ("Ga-Ga"), the ball is live.
2. Slap-hit the ball with your hand, aiming it at another player's leg at the knee or below. If the ball hits or touches anyone at the knee or below, that player is out and must exit the pit. At any time, if a player makes any type of contact with the ball at the knee or below, that player is out.
3. Anytime the ball goes out of the pit, the last person the ball touched is out.
4. You can only hit the ball one time until it either touches another player or the wall, then you are able to hit it again. You can bounce the ball against the wall to position it if necessary; and, you can move around anywhere inside the pit during the game.
5. The game ends when the last person is eliminated or to speed up the end of the game, the last few players can be given a count-down for a tie game. Once the game is over, everyone else re-enters the pit to start a new game.
6. You can add variations to the game such as playing with more than one ball, play in teams, expand the 'hit' area to above the knee, catching the ball to eliminate the person that hit it, and any other variation you can come up with! A suggestion for school recess time is to play rotation instead of elimination. This is done by allowing a certain number of players in the pit, and forming a line for the rest that want to play. Then, as one person gets out, the next person in line goes into the game. This way, everyone that wants to play should get a chance during a short period of time.

**HAVE FUN!**

Gaga ball is basically a game where the participants hit a ball with their hands in attempt to hit the other participants' shins in a pit.

We can attach a sign with the rules of gaga ball to the side of the pit so everybody can understand how to play





These are examples of the Gaga Ball Pit located at Camp Prairie Schooner. This is the Girl Scout camp that we attend almost every summer.

This pit is set directly on top of the dirt which shows that it could be placed on different surfaces.



Here are a few photos of the gaga ball pit at Roesland Elementary on the pavement:





**This is an example of a gaga ball pit with an ADA accessible gate.**

**This is an example of a gaga ball pit that was a Girl Scout project.**



# Costs and Materials

We plan on financing the project ourselves through fundraising, talking to Lowes about donating materials, and applying for a Girl Scout grant. Because we will be financing the project, we are proposing we use treated lumber due to the high price of composite lumber.

Yearly maintenance of the gaga ball pit would be at a minimum.

Corner Brackets=\$520

ADA Accessible Gate=\$350

Wall Top Covers= \$22

Treated Lumber= \$312



[www.gagaballpits.com](http://www.gagaballpits.com)

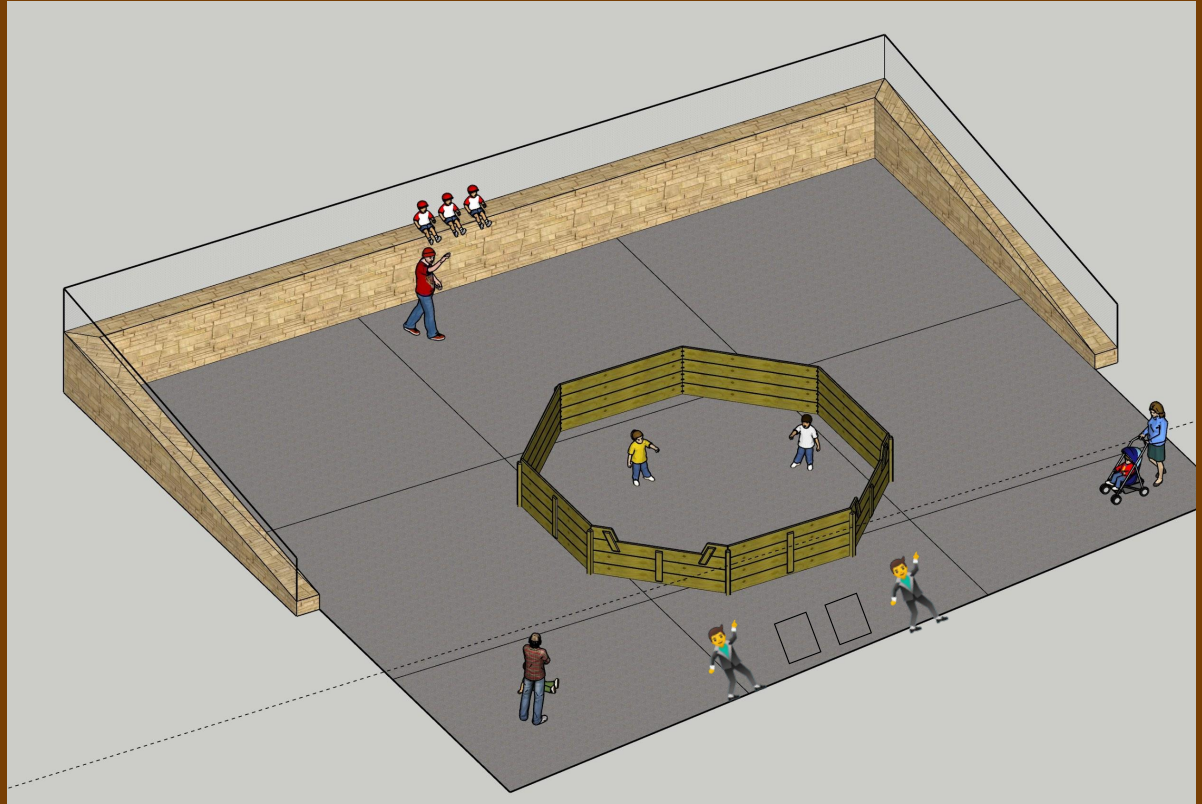
# Estimated Timeline

- start fundraising at the beginning of the year.
- schedule build date for late spring to incorporate younger scouts in the build.
- project completed by the end of June so people can enjoy it in the summer.

SEPTEMBER 1st IS THE GIRL SCOUT DEADLINE FOR ANY SILVER AWARD PROJECT

# Sketch

- We propose to use the square dance pad for the new gaga ball pit.
- Although this sketch doesn't show it, we will be including an ADA accessible gate so the pit can be used by everyone.
- This sketch is intended to just show size and scale.



**Item Number:** New Business- VIII.-B.  
**Committee** 12/21/2020  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

**Date:** 12/14/2020  
**Submitted By:** Donnie Scharff, Director of Public Works  
**Committee/Department:** Public Works  
**Title:** **Approve Service Agreement for HVAC Maintenance**  
**Item Type:** Agreement

**Recommendation:**

**Staff recommends to approve the 2021 through 2023 agreement for HVAC services with Lippert Mechanical**

**Details:**

Staff issued an RFP for HVAC maintenance service for city facilities due to the limited resources we have to complete certain tasks. Staff time is limited but necessary when having to seek quotes to perform certain small tasks that are out of the skill set of public works, building codes, and community center/aquatic center staff.

This agreement is very similar to the agreement that was issued for HVAC services from 2018-2020. The HVAC agreement ensures that our HVAC units and boiler units are all maintained annually. Service agreements will ensure consistency for these services in each of the City owned facilities. Lippert was the awarded contractor for the previous 2018-2020 agreement for HVAC services and staff have been pleased with the services that have been provided to the city facilities. Staff finds Lippert Mechanical to be a qualified contractor.

**Financial Impact**

Amount of Request: 0	
Budgeted Item?	Budgeted Amount: \$10,000 in 5210.101, \$3,500 in 5210.106, \$15,000 in 5210.290
Line Item Code/Description: City Hall Building M&R 5210.101, PW Building M&R 5210.106, CC M&R 5210.290	

**Additional Information**

This agreement will also serve well for staff when emergency type situations occur at our facilities that need to be addressed more rapidly. The agreements require the contractor to provide a staff member on site within 3 hours of notification.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

**ATTACHMENTS:**

Description		Type
▣	HVAC Services Bid Results	Cover Memo
▣	2021-2023 HVAC Agreement	Cover Memo

Bid Tab: HVAC

Opened on December 14th, 2020

	2021 Rate	2022 Rate	2023 Rate		2021 Rate	2022 Rate	2023 Rate		2021 Rate	2022 Rate	2023 Rate
Bidder: <b>Cates Service Company</b>				Bidder: <b>Lippert Mechanical</b>				Bidder: <b>O'Dell</b>			
Location	Cost	Cost	Cost		Cost	Cost	Cost		Cost	Cost	Cost
City Hall - Spring	\$ 750.00	\$ 870.00	\$ 1,000.00		\$ 434.00	\$ 447.00	\$ 460.00		\$ 784.00	\$ 784.00	\$ 792.00
City Hall - Fall	\$ 750.00	\$ 870.00	\$ 1,000.00		\$ 434.00	\$ 447.00	\$ 460.00		\$ 784.00	\$ 784.00	\$ 792.00
Community Center - Spring	\$ 400.00	\$ 460.00	\$ 530.00		\$ 610.00	\$ 630.00	\$ 650.00		\$ 784.00	\$ 784.00	\$ 792.00
Community Center - Fall	\$ 400.00	\$ 460.00	\$ 530.00		\$ 610.00	\$ 630.00	\$ 650.00		\$ 784.00	\$ 784.00	\$ 792.00
Public Works - Spring	\$ 110.00	\$ 130.00	\$ 140.00		\$ 153.00	\$ 165.00	\$ 170.00		\$ 117.00	\$ 117.00	\$ 148.50
Public Works - Fall	\$ 100.00	\$ 120.00	\$ 140.00		\$ 153.00	\$ 165.00	\$ 170.00		\$ 117.00	\$ 117.00	\$ 148.50
Aquatic Center - Spring	\$ 100.00	\$ 120.00	\$ 140.00		\$ 120.00	\$ 130.00	\$ 150.00		\$ 117.00	\$ 117.00	\$ 148.50
Aquatic Center - Fall	\$ 100.00	\$ 120.00	\$ 140.00		\$ 120.00	\$ 130.00	\$ 150.00		\$ 117.00	\$ 117.00	\$ 148.50
<b>Additional Fees</b>											
Labor Cost per Hour	\$ 114.00	\$ 130.00	\$ 150.00		\$ 110.00	\$ 112.00	\$ 112.00		\$ 98.00	\$ 98.00	\$ 99.00
Labor Cost per Overtime Hour	\$ 204.00	\$ 234.00	\$ 269.00		\$ 155.00	\$ 160.00	\$ 160.00		\$ 147.00	\$ 147.00	\$ 148.50
Materials - Actual Cost Plus Mark Up %	2%	2%	2%		25%	25%	25%		30%	30%	30%
Freon - Cost per Pound Refrigerant	\$ 75	\$ 86	\$ 99		N/A	N/A	N/A	R410A	\$ 12.54	\$ 12.54	Market
Freon - Cost per Pound Refrigerant	\$ 110	\$ 127	\$ 146					R22			
Service Cost	\$ 8,130.00	\$ 9,450.00	\$ 10,860.00		\$ 7,902.00	\$ 8,232.00	\$ 8,580.00		\$ 10,812.00	\$ 10,812.00	\$ 11,286.00
Hourly 50 hours Reg - 5 hours OT	\$ 6,720.00	\$ 7,670.00	\$ 8,845.00		\$ 6,275.00	\$ 6,400.00	\$ 6,400.00		\$ 5,635.00	\$ 5,635.00	\$ 5,692.50
Materials \$250	\$ 254.25	\$ 254.50	\$ 254.75		\$ 312.50	\$ 312.50	\$ 312.50		\$ 325.00	\$ 325.00	\$ 325.00
Annual Total	\$ 15,104.25	\$ 17,374.50	\$ 19,959.75		\$ 14,489.50	\$ 14,944.50	\$ 15,292.50		\$ 16,772.00	\$ 16,772.00	\$ 17,303.50
3 Year Total	\$		52,438.50		\$		44,726.50		\$		50,847.50

## AGREEMENT FOR HVAC SERVICE

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between [Lippert Mechanical Service](#), hereinafter referred to as Contractor, and the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2021 through 2023 with the following terms and conditions.

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

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

### 1.0 Service Specifications

- 1.1 The Contractor will provide City HVAC service for cooling system, heating system, special preventative maintenance and repair service for the following locations:

**City Hall & Police Department Building** - 4600 W. 51<sup>st</sup> Street

**Public Works** - 4800 Roe Parkway

**Community Center** - 4850 Rosewood Drive

**Aquatic Center** - 4843 Rosewood Drive

- 1.2 Spring Cooling Systems Service will be provided quarterly in March, June and September. Check and start up all air conditioning systems in March. Notify the City of any deficiencies or parts which need to be replaced. The following preventive maintenance will be performed on all cooling units during the months of March, June and September:

- a. Lubricate blower & motor bearings
- b. Check belt condition and tension
- c. Check condenser coils and clean
- d. Check evaporator cooling coil and clean
- e. Check operating pressures
- f. Check Freon charge and leak test units with low charge (excluding geothermal units)
- g. Check thermostat and control
- h. Check condenser efficiency and clean contacts
- i. Set dampers and check fan speed for summer operation
- j. Check safety controls for correct operation and setting
- k. Check superheat setting and adjust
- l. Check for proper oil level and add oil, if required
- m. Check voltage and amp draw
- n. Check for correct rotation
- o. Check expansion valve and refrigerant flow through drier (excluding geothermal units)
- p. Check contactors and starters
- q. Check 'start and run' capacitors
- r. Check compressor efficiency
- s. Clean condensate drain
- t. Check thermostat and controls (Automated Logic)
- u. Check fluid cooler
- v. Check water flow and strainers annually
- w. Check pumps
- x. Check inlet and outlet water temps for wells
- y. Check diverting valves for proper operation

## 1.3

Fall Heating Systems Service will be provided quarterly in September, December and March. Check and start up all heating systems in September. Notify the City of any deficiencies or parts which need to be replaced. The following preventive maintenance will be performed on all heating units during the months of September, December and March:

- a. Lubricate blower and motor bearings
- b. Check belt condition and tension
- c. Check operation of controls and clean contact points
- d. Check to insure that all furnace and heater flues are drawing properly
- e. Check condition of pilot and clean
- f. Check condition of burner for proper flame and adjust
- g. Check gas line pressure
- h. Check manifold pressure
- i. Check combustion
- j. Check fan and limit control
- k. Check pilot safety
- l. Check heat anticipator
- m. Check gas pressure regulator
- n. Check burner operation
- o. Check heat relay
- p. Check safety controls
- q. Check thermocouple output
- r. Check temperature rise through heat exchanger
- s. Set dampers and check fan speed for winter operation
- t. Check for CO<sub>2</sub> to supply ducts and around flues
- u. Check damper actuation
- v. Heat Pumps
  - i. Check condenser coils
  - ii. Check evaporator cooling coil and clean
  - iii. Check operating pressures
  - iv. Check Freon charge and leak test units with low charge (excluding geothermal units)
  - v. Check thermostat and control
  - vi. Check condenser efficiency and clean contacts
  - vii. Set dampers and check fan speed for summer operation
  - viii. Check safety controls for correct operation and setting
  - ix. Check superheat setting and adjust
  - x. Check for proper oil level and add oil, if required
  - xi. Check voltage and amp draw
  - xii. Check for correct rotation
  - xiii. Check expansion valve and refrigerant flow through drier (excluding geothermal units)
  - xiv. Check contactors and starters
  - xv. Check "start and run" capacitors
  - xvi. Check compressor efficiency
  - xvii. Clean condensate drains
  - xviii. Check thermostat and controls (Automated Logic)
  - xix. Change air filter(s)
  - xx. Check belt condition and tension
  - xxi. Check and clean water flow and strainers annually
  - xxii. Check pumps

- xxiii. Check inlet and outlet water temps from wells
- xxiv. Check diverting valves for proper operation
- xxv. Lubricate blower and motor bearings

#### 1.4

Provide emergency service within three (3) hours of request at specified hourly or over-time rate plus materials.

- 1.5 Furnish the City with a repair order detailing all work performed by location including labor hours and parts replaced along with Invoice for work performed by location to be delivered to City Hall at 4600 W. 51<sup>st</sup> Street, Roeland Park, KS 66205 when work is completed.
- 1.6 The City, in accordance with City Council Purchasing Policy Adopted 3/16/2015, will retain the right to obtain competitive pricing on any singular item costing more than \$7,500.
- 1.7 The Contractor is required to have a valid City of Roeland Park Non-Domicile Business License while under contract with the City. License and information can be obtained at the City Hall located at 4600 W. 51<sup>st</sup> Street.
- 1.8 A permit shall be applied for through the City of Roeland Park Building Inspector's Office for all repairs, at no cost to the Contractor.
- 1.9 The Contractor will supply a direct contact name, phone number and email address and will notify the City if this contact information changes during the Contract period.
- 1.10 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

#### 2.0 General

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 **City Hall & Police Department Building** - John Jacobson, Building Inspector, at phone (913) 722-2600, Email- [jjacobson@roelandpark.org](mailto:jjacobson@roelandpark.org), **Community Center & Aquatic Center** - Dave Mootz, Building Maintenance Supervisor, at phone (913) 826-3160 Email- [dmootz@roelandpark.org](mailto:dmootz@roelandpark.org), **Public Works Building & Parks** - Daniel Vandenbos, Superintendent, at phone-(913)722-2600, Email-[dvandenbos@roelandpark.org](mailto:dvandenbos@roelandpark.org), will be the City site coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact the site coordinator to schedule work. All work should be performed between 7:30am through 3:30pm weekdays unless otherwise stated by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location and are to be sent to City Hall, 4600 W. 51<sup>st</sup> Street, Roeland Park, KS 66205.
- 2.6 Invoices shall be submitted for payment within thirty days of completion of work.

- 2.7 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
  - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
  - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
  - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Contractor or Contractor's agents, servants, and employees, regardless of whether or not caused in part by any act or omission, including negligence, of the City. Contractor is not obligated to indemnify the City for the sole negligence of the City.
- 2.10 Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status. Nothing in this Agreement shall be construed to mean that Contractor shall be forced to hire unqualified or incompetent personnel, or discharge qualified or competent personnel. In all solicitations or advertisements for employees, Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.

If the manner in which Contractor reports to the Kansas Human Rights Commission fails to comply with the Provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to

have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by City.

If Contractor is found guilty of violating the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission, and the decision or order becomes final, Contractor shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by City.

Contractor shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.

Notwithstanding anything expressed or implied elsewhere in this Agreement, if City exercises any of its rights under the provisions of the preceding four paragraphs, Contractor shall have no right to recompense or additional payments by reason of such action by City.

The provisions of this section shall not apply to a contract entered into by a contractor:

(1) Who employs fewer than four employees during the term of such contract; or (2) whose contracts with the City letting such contract cumulatively total \$5,000 or less during the fiscal year of the City.

2.11 Applicable Laws and Permits:

- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
- B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

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

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

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

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

- 2.15 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas without giving effect to Kansas's choice of law provisions. The City and Contractor (1) submit to the jurisdiction of the state and federal courts located in Johnson County, Kansas; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.
- 2.17 This Agreement is for the period of January 1, 2021 through December 31, 2023. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party. If this Agreement is terminated, the City shall be liable only for payment for services rendered before effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.
- 2.18 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

### 3.0 Fees

#### 3.1 The fees for the completion of this service are:

LOCATION	2021 Quarterly Fee	2022 Quarterly Fee	2023 Quarterly Fee
<b>City Hall &amp; Police Department Building - 4600 W. 51<sup>st</sup> Street</b>			
Spring Maintenance Service	434.00	447.00	460.00
Fall Maintenance Service	434.00	447.00	460.00
<b>Community Center - 4850 Rosewood Drive</b>			
Spring Maintenance Service	610.00	630.00	650.00
Fall Maintenance Service	610.00	630.00	650.00
<b>Aquatic Center - 4843 Rosewood Drive</b>			
Spring Maintenance Service	120.00	130.00	150.00
Fall Maintenance Service	120.00	130.00	150.00
<b>Public Works - 4800 Roe Parkway</b>			
Spring Maintenance Service	153.00	165.00	170.00
Fall Maintenance Service	153.00	165.00	170.00
<b>Geothermal Quarterly Testing</b>	138.00	150.00	160.00

#### 3.2 Additional Fees

DESCRIPTION	2021 PRICING	2022 PRICING	2023 PRICING
Labor Cost per Hour:	110.00	112.00	112.00
Labor Cost per Overtime Hour:	155.00	160.00	160.00
Materials - Actual Cost Plus Mark Up %:	25.00	25.00	25.00
Freon - Cost Per Pound for Refrigerant	Market Price	Market Price	Market Price

#### 4.0 Units covered by this agreement

#### 4.1 City Hall & Police Department Building, 4600 W 51<sup>st</sup> Street

MFG	MODEL #	SERIAL #	TYPE
	WHN399	H11430037453	Boiler
	WHN399	I11H30041574	Boiler
TRANE	RAUJC50EBC03AB	C12C01842	Air Conditioner
	DF00020		
TRANE	CSAA035UAC00	K12C29940	Air Handler
PRICE	FDVLP5 3014X8	785266-004-001	Fan Power Box
PRICE	FDVLP5 2008	785266-003-001	Fan power Box
PRICE	FDVLP5 2008	785266-001-001	Fan Power Box
PRICE	FDVLP5 2008	785645-005-001	Fan Power Box
PRICE	FDVLP5 3014X8	785646-012-001	Fan Power Box
PRICE	FDVLP5 3014X8	785645-002-001	Fan Power Box
PRICE	FDVLP5 2008	785645-007-001	Fan Power Box
PRICE	FDVLP5 2008		Fan Power Box
PRICE	FDVLP5 3014X8	785266-002-001	Fan Power Box
PRICE	FDVLP5 3013X9	785645-004-001	Fan Power Box
PRICE	FDVLP5 2008	785645-006-001	Fan Power Box
PRICE	FDVLP5 2008	785645-003-001	Fan Power Box
PRICE	FDVLP5 3014X8	785645-001-001	Fan Power Box
PRICE	FDVLP5 3014X8	785645-011-001	Fan Power Box
PRICE	FDVLP5 2008	785645-008-001	Fan Power Box
PRICE	FDVLP5 2008	785645-010-001	Fan Power Box
PRICE	FDVLP5 3014X8	785645-009-001	Fan Power Box
PRICE	FDVLP5 3014X8	785266-005-001	Fan Power Box

#### 4.2 Community Center, 4850 Rosewood Drive

<u>MFG</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>LOCATION</u>
Lennox	2353342/RT-48-AFU	06426-3492	Room 3
Lennox	C33-50/60C-2F-6	6012E43279	Cardio Room
American Standard	4TXCD061BC3HCBA	6012E43279	Weight Room
Lennox	CX35-60D-6F-1	6017G18280	CDC
Carrier	23RD149000	U779027	Room 6
Lennox	EL196UH090XE48C	5919K07842	Main Hallway/Office
Lennox	EL196UH070XE36B	5919A29844	East Hallway
Lennox	C33-62C-2F-6	6014M10634	MPR
Lennox	C33-62C-2F-6	6015H07970	NP
Lennox	C33-38B-2F-6	6015G40680	Room 1
Lennox	C33-50/60C-2F-6	6012E43280	Room 2
Lennox	EL16XC1-036-230	5819K12146	Roof Top - Eastside
Lennox	TSA060S4N44Y	5815B01482	Outside South Side
Lennox	TSA060S4N44Y	5815C10864	Outside East Side
Lennox	TSA060S4N44Y	5815C10867	Outside East Side
Lennox	13ACXN036-230-17	1915K17767	Outside North Side
Lennox	13ACX-036-230-17	1912G23077	Outside North Side
Carrier	38EH036330DL	R609826	Outside North Side
Lennox	13ACX-036-230-17	1912G23075	Outside North Side
Lennox	2SCU13LC160T-3	1616E15391	Outside North Side
Lennox	14ACX-060-230-15	1917E41213	Outside North Side
Carrier	3687E04172	38EN048520	Outside West Side
Lennox	EL16XC1-042-230	5819H14949	Roof Top - Westside

**4.3 Aquatic Center, 4843 Rosewood Drive**

<u>MFG</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>LOCATION</u>
Lennox	HS29-681-1P	5897C 46931	Outside
Payne	PG95SAS42100CBA A	1015A46477	Mechanical Room
Payne	PG95SAS60100CBA A	4614A50833	Mechanical Room
Lennox	C26-65EAP-1	6097B25349	Snack Bar
Lennox	C26-65EAP-1	6097B25349	Pool House

**4.4 Public Works Building, 4800 Roe Parkway**

<u>MFG</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>LOCATION</u>
LENNOX	LF24-250A-2	6396J17480	SHOP, CEILING
LENNOX	LF24-250A-2	6396J17479	SHOP, CEILING
LENNOX	LF24-250A-2	6396J17477	SHOP, CEILING
TRUE VALUE COMPANY	MWJ-12ERN1-MI8	D20219384011432 150235	OFFICE
LENNOX	C33-38B-2-6	6012B42025	LOCKER ROOM  CLOSET
LENNOX	13ACX-36-230-17	1912D04703	GROUND, OUTSIDE  UNIT

**5.0 References**

5.1 The Contractor will provide three (3) references of comparable work from the last twelve (12) months.

5.2

Company: Water Service (KCMO) Contact: Debra Smith  
Phone #: 816-513-0293 Email: debra.smith@kcmo.org  
Brief Description on Work: HVAC Preventative Maintenance, Service and Repairs Services  
Annual contract.

Company: Rockhurst University Contact: Steve Lyons  
Phone #: 816-501-4404 Email: steve.lyons@rockhurst.edu  
Brief Description on Work: Campus wide HVAC Preventative Maintenance, Repair and  
Service. Annual contract

Company: City of Kansas City Missouri Contact: Darrell Everette  
Phone #: 816-513-0798 Email: darrell.everette@kcmo.org  
Brief Description of Work: Citywide annual preventative maintenance, service and repair  
contract. Lippert Mechanical has held this contract with the City of KCMO for the last 30 years

Contractor Contact: Thomas Cleaver  
Company Name: Lippert Mechanical Service Corp  
Address: 1600 N Topping Ave  
Kansas City, MO 64120  
Telephone Number: 816-241-4442  
Email: tcleaver@lippertmechanical.com

/s/ Tom Cleaver 12-11-20  
Contractor Agent Date

**ATTEST:**

/s/ \_\_\_\_\_  
Kelley Nielsen, City Clerk Date

/s/ \_\_\_\_\_  
Steven Mauer, City Attorney Date

/s/ \_\_\_\_\_  
Keith Moody, City Administrator Date

**CITY OF ROELAND PARK, KANSAS**  
**Non-Domicile Business**

Having paid to the Treasurer of the City of Roeland Park, Kansas, the sum required by the law, as evidenced by the receipt therefore, and having complied with the ordinances of the City of Roeland Park, the below named is authorized and licensed with the City of Roeland Park, within the limits of Roeland Park, Kansas.

**Non-Domicile Business**

Lippert Mechanical Service Corp.  
1600 N. Topping Avenue  
Kansas City, MO 64120

**License  
Number**  
BL18-000075

**Expiration Date**  
11/30/2020

**Issue Date**  
09/30/2019



City Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2020

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

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

PRODUCER  
HUB International Midwest Limited  
55 East Jackson Boulevard  
Chicago IL 60604

CONTACT NAME: CSU Chicago Midwest

PHONE (A/C No, Ext): 312-922-5000

FAX (A/C, No):

E-MAIL ADDRESS: CSUChicago@hubinternational.com

INSURED  
Lippert Mechanical Service Corp  
1600 N Topping Ave.  
Kansas City MO 64120

REEDINDU

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Cincinnati Insurance Company

10677

INSURER B : XL Specialty Insurance Company

37885

INSURER C : Cincinnati Casualty

28665

INSURER D : Safety National Casualty Corporation

15105

INSURER E :

INSURER F :

**COVERAGES**

CERTIFICATE NUMBER: 1060057650

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPP0895550	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA0571968 XS1156172	3/1/2020 3/1/2020	3/1/2021 3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00066630LI20A	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	EWC0474721 SP4062725	3/1/2020 3/1/2020	3/1/2021 3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Install. Floater Leased/Rent Equip		CPP0895550	3/1/2020	3/1/2021	Any One Job Agg. Deductible \$550,000 \$175,000/Item \$50k \$1,000

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

The City of Roeland Park, KS is included as Additional Insured on the General Liability and Automobile Liability policies when required by written contract or written agreement.

**CERTIFICATE HOLDER**

City of Roeland Park, Kansas  
4600 W 51st St. Ste 200  
Roeland Park KS 66205

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

**Item Number:** New Business- VIII.-C.  
**Committee** 12/21/2020  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

**Date:** 12/14/2020  
**Submitted By:** Donnie Scharff, Director of Public Works  
**Committee/Department:** Public Works  
**Title:** **Approve Service Agreement for Plumbing Maintenance**  
**Item Type:** Agreement

**Recommendation:**

**Staff recommends to approve the 2021 through 2023 On-Call Building Services for plumbing with Lexington Plumbing**

**Details:**

Staff issued an RFP for on-call building electrical services due to the limited resources we have to complete certain tasks. Staff time did improve during the maintenance contract years by having this agreement in place without the need to seek quotes to perform certain small tasks that are out of the skill set of public works, building codes, and community center/aquatic center staff.

This agreement is very similar to the agreement that were issued in 2018-2020. The plumbing services ensures that any related plumbing problems that occur can be handled by professionals in this trade in a timely manner. This agreement will ensure consistency for other on call services in each of the City owned facilities.

Lexington Plumbing held the previous plumbing agreement for 2018-2020. and staff have been pleased with the services that Lexington Plumbing has provided to the city facilities.

**Financial Impact**

Amount of Request: 0	
Budgeted Item?	Budgeted Amount: \$10,000 in 5210.101, \$3,500 in 5210.106, \$15,000 in 5210.290
Line Item Code/Description: City Hall Building M&R 5210.101, PW Building M&R 5210.106, CC M&R 5210.290	

### Additional Information

This agreement will also serve well for staff when emergency type situations occur at our facilities that need to be addressed more rapidly. The agreements require the contractor to provide a staff member on site within 3 hours of notification.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

### ATTACHMENTS:

Description	Type
☐ On Call Plumbing Services Bid Results	Cover Memo
☐ 2021-2023 On Call Plumbing Services RFP	Cover Memo

**Bid Tab: Plumbing**

**Opened on December 14th, 2020**

	2021 Rate		2022 Rate		2023 Rate	
Bidder: <b>LEXINGTON PLUMBING</b>						
	Hourly	OT	Hourly	OT	Hourly	OT
<b>Regular Hourly Employees</b>						
Supervisor	\$ 100.00	\$ 120.00	\$ 100.00	\$ 120.00	\$ 105.00	\$ 125.00
Journeyman Plumber	\$ 100.00	\$ 120.00	\$ 100.00	\$ 120.00	\$ 105.00	\$ 125.00
Apprentice Plumber	\$ 80.00	\$ 100.00	\$ 80.00	\$ 100.00	\$ 85.00	\$ 105.00
Helper	\$ 80.00	\$ 100.00	\$ 80.00	\$ 100.00	\$ 85.00	\$ 105.00
Equipment Operator	\$ 120.00	\$ 130.00	\$ 120.00	\$ 130.00	\$ 125.00	\$ 135.00
<b>Equipment Rates</b>	Hourly	Daily	Hourly	Daily	Hourly	Daily
Backhoe w/transport	\$ 120.00	\$ 900.00	\$ 120.00	\$ 900.00	\$ 130.00	\$ 950.00
Air compressor	N/C	N/C	N/C	N/C	N/C	N/C
Electric Jack Hammer	N/C	N/C	N/C	N/C	N/C	N/C
Dump Truck	\$ 120.00	\$ 900.00	\$ 120.00	\$ 900.00	\$ 130.00	\$ 900.00
2-1/2" Pump	N/C	N/C	N/C	N/C	N/C	N/C
<b>Materials</b>	Markup		Markup		Markup	
Purchase invoice cost plus	25%		25%		25%	
	\$ 280.00	\$ 340.00	\$ 280.00	\$ 340.00	\$ 295.00	\$ 355.00
	2021	2022	2023			
	\$ 620.00	\$ 620.00	\$ 650.00			

	2021 Rate		2022 Rate		2023 Rate	
Bidder: <b>Rand Construction Co.</b>						
	Hourly	OT	Hourly	OT	Hourly	OT
	\$ 110.00	\$ 135.00	\$ 112.00	\$ 137.00	\$ 114.00	\$ 139.00
	\$ 110.00	\$ 135.00	\$ 112.00	\$ 137.00	\$ 114.00	\$ 139.00
	\$ 62.00	\$ 78.00	\$ 64.00	\$ 80.00	\$ 66.00	\$ 82.00
	\$ 39.00	\$ 53.00	\$ 41.00	\$ 55.00	\$ 43.00	\$ 57.00
	\$ 85.00	\$ 115.00	\$ 87.00	\$ 117.00	\$ 89.00	\$ 119.00
	Hourly	Daily	Hourly	Daily	Hourly	Daily
	\$ 165.00	\$ 1,320.00	\$ 167.00	\$ 1,336.00	\$ 169.00	\$ 1,352.00
	\$ 161.00	\$ 1,288.00	\$ 1,633.00	\$ 1,304.00	\$ 165.00	\$ 1,320.00
	\$ 68.00	\$ 544.00	\$ 70.00	\$ 560.00	\$ 72.00	\$ 576.00
	\$ 85.00	\$ 680.00	\$ 87.00	\$ 696.00	\$ 89.00	\$ 712.00
	\$ 68.00	\$ 544.00	\$ 70.00	\$ 560.00	\$ 72.00	\$ 576.00
	Markup		Markup		Markup	
	18%		18%		18%	
	\$ 282.00	\$ 348.00	\$ 288.00	\$ 354.00	\$ 294.00	\$ 360.00
	2021	2022	2023			
	\$ 630.00	\$ 642.00	\$ 654.00			

## **AGREEMENT for PLUMBING SERVICES**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_2020\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as Contractor, and the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2021 through 2023 with the following terms and conditions.

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

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

### **1.0 Service Specifications**

1.1 The Contractor will provide plumbing services in City buildings and City Parks

1.2 The Contractor will annually check and test all backflow preventers to WaterOne standards in these locations:

#### **City Hall & Police Department**

4600 W. 51 <sup>st</sup> Street	Serial #304982	Heating/Cooling	Size 4.00
4600 W. 51 <sup>st</sup> Street	Serial #LF -1295	Fire Protection	Size .75
4600 W. 51 <sup>st</sup> Street	Serial #204212	Detector Assembly	Size 2.50
4600 W. 51 <sup>st</sup> Street	Serial #194756	Office Building	Size 1.00

#### **Community Center**

4850 Rosewood Drive	Serial #MC03-2296694-248		Size 1.00
	Serial# 678002		Size .75

#### **Aquatic Center**

4843 Rosewood Drive	Serial #1543M000818	Filter house	Size 1.5
	Serial# 1101A004061	Snack Bar	Size .75

**Park****Restrooms/Drinking****Fountains**

4801 Nall Avenue	Serial #027338	Nall Park - Restroom Mechanical Room	Size 1.00
5535 Juniper	Serial #053909	R Park - Drinking Fountain	Size .75
5535 Juniper	Serial #158736	R Park Restroom	Size 2.00
5198 Granada	Serial #037244	Granada Park	Size .75

- 1.3 A permit shall be applied for through the City of Roeland Park Building Inspector's Office for all repairs, at no cost to the Contractor.
  - 1.4 The Contractor is required to have a valid City of Roeland Park Non-Domicile Business License while under contract with the City. License and information can be obtained at the City Hall located at 4600 W. 51<sup>st</sup> Street.
  - 1.5 The City, in accordance with City Purchasing Policy 3/17/2015 will retain the right to obtain competitive pricing on any singular item costing more than \$7,500.
  - 1.6 The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.
-

- 1.7 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 2.0 **General**
- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 City Hall & Police Department - John Jacobson, Building Inspector, at (913) 722-2600 Email - [jjacobson@roelandpark.org](mailto:jjacobson@roelandpark.org), Community Center & Aquatic Center - David Mootz, Building Maintenance Supervisor, at (913) 826-3160 [dmootz@roelandpark.org](mailto:dmootz@roelandpark.org), Park Restrooms/Drinking Fountains - Daniel Vandembos, Public Works Superintendent, at phone-(913)722-2600, Email- [dvandembos@roelandpark.org](mailto:dvandembos@roelandpark.org) will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact the site representatives to schedule work. All work should be performed between 7:30am through 3:30pm weekdays unless otherwise stated by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to City Hall, 4600 W. 51<sup>st</sup> Street, Roeland Park, KS 66205.
- 2.6 Invoices shall be submitted for payment within thirty days of completion of work.
- 2.7 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
  - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
  - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
  - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
-

- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Contractor or Contractor's agents, servants, and employees, regardless of whether or not caused in part by any act or omission, including negligence, of the City. Contractor is not obligated to indemnify the City for the sole negligence of the City.
- 2.10 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
  - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.12 Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status. Nothing in this Agreement shall be
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construed to mean that Contractor shall be forced to hire unqualified or incompetent personnel, or discharge qualified or competent personnel. In all solicitations or advertisements for employees, Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.

If the manner in which Contractor reports to the Kansas Human Rights Commission fails to comply with the Provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by City.

If Contractor is found guilty of violating the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission, and the decision or order becomes final, Contractor shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by City.

Contractor shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.

Notwithstanding anything expressed or implied elsewhere in this Agreement, if City exercises any of its rights under the provisions of the preceding four paragraphs, Contractor shall have no right to recompense or additional payments by reason of such action by City.

The provisions of this section shall not apply to a contract entered into by a contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) whose contracts with the City letting such contract cumulatively total \$5,000 or less during the fiscal year of the City.

- 2.13 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.14 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.15 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas without giving effect to Kansas's choice of law provisions. The City and Contractor (1) submit to the jurisdiction of the state and federal courts located in Johnson County, Kansas; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.
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- 2.17 This Agreement is for the period of January 1, 2021 through December 31, 2023. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party. If this Agreement is terminated, the City shall be liable only for payment for services rendered before effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.
- 2.18 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
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### 3.0 Fees

3.1 The fees for the completion of this service is:

	2021		2022		2023	
<b>Regular Hourly Employees</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
Supervisor						
Journeyman Plumber						
Apprentice Plumber						
Helper						
Equipment Operator						
<b>Equipment Rates</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>	<b>Daily Rate</b>
Backhoe w/transport						
Air compressor						
Electric Jack Hammer						
Dump Truck						
2-1/2" Pump						
<b>Materials</b>	<b>Percentage Markup</b>		<b>Percentage Markup</b>		<b>Percentage Markup</b>	
Purchase invoice cost plus						

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#### 4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief Description on Work: \_\_\_\_\_  
\_\_\_\_\_

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Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief Description on Work: \_\_\_\_\_  
\_\_\_\_\_

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Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief Description of Work: \_\_\_\_\_  
\_\_\_\_\_

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Contractor Contact: \_\_\_\_\_

ATTEST:

Company Name: \_\_\_\_\_

/s/ \_\_\_\_\_  
Kelley Nielsen, City Clerk Date

Address: \_\_\_\_\_  
\_\_\_\_\_

/s/ \_\_\_\_\_  
Steven E. Mauer, City Attorney Date

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

/s/ \_\_\_\_\_  
Contractor Agent Date

/s/ \_\_\_\_\_  
Keith Moody, City Administrator Date

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**Item Number:** New Business- VIII.-D.  
**Committee** 12/21/2020  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

**Date:** 12/14/2020  
**Submitted By:** Donnie Scharff, Director of Public Works  
**Committee/Department:** Public Works  
**Title:** **Approve Service Agreement for Electrical Maintenance**  
**Item Type:** Agreement

**Recommendation:**

**Staff recommends to approve the 2021 through 2023 On-Call Building Services for electrical services with Pro Circuit Inc.**

**Details:**

Staff issued an RFP for on-call building services for electric due to the limited resources we have to complete certain tasks. Staff time is limited but necessary when having to seek quotes to perform certain small tasks that are out of the skill set of public works, building codes, and community center/aquatic center staff.

The attached agreement is very similar to the agreement from 2018-2020. Having a service agreement in place increases staff time to focus on other tasks without the need to contact multiple vendors when seeking quotes for electrical services. All agreements will ensure consistency for these services in each of the City owned facilities.

**Financial Impact**

Amount of Request: 0	
Budgeted Item?	Budgeted Amount: \$10,000 in 5210.101, \$3,500 in 5210.106, \$15,000 in 5210.290
Line Item Code/Description: City Hall Building M&R 5210.101, PW Building M&R 5210.106, CC M&R 5210.290	

**Additional Information**

This agreement will also serve well for staff when emergency type situations occur at our facilities

that need to be addressed more rapidly. The agreements require the contractor to provide a staff member on site within 3 hours of notification.



How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

**ATTACHMENTS:**

Description		Type
	2021-2023 On Call Electrical Services RFP	Cover Memo
	On Call Electrical Services Bid Results	Cover Memo

## **AGREEMENT for ELECTRICAL SERVICES**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as Contractor, and the CITY OF ROELAND PARK, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2021 through 2023 with the following terms and conditions.

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

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

### **1.0 Service Specifications**

- 1.1 The Contractor will provide electrical repair services and data cabling in City buildings and on City grounds.
- 1.2 The Contractor is required to have a valid City of Roeland Park Non-Domicile Business License while under contract with the City. License and information can be obtained at the City Hall located at 4600 W. 51<sup>st</sup> Street.
- 1.3 A permit shall be applied for through the City of Roeland Park Building Inspector's Office for all repairs, at no cost to the Contractor.
- 1.4 The City, in accordance with City Council Purchasing Policy Adopted 3/16/2015 will retain the right to obtain competitive pricing on any singular item costing more than \$7,500.
- 1.5 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.6 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

### **2.0 General**

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 John Jacobson, Building Inspector, at phone-(913) 722-2600, Email-[jjacobson@roelandpark.org](mailto:jjacobson@roelandpark.org), will be the City coordinator for City Hall & Police Department. Daniel Vandenbos, Superintendent, at phone (913) 722-2600, Email -[dvandenbos@roelandpark.org](mailto:dvandenbos@roelandpark.org) will be the City coordinator for Public Works and Parks. Dave Mootz, Building Maintenance Supervisor, at phone (913) 826-3160 Email-[dmootz@roelandpark.org](mailto:dmootz@roelandpark.org) will be the City coordinator for Community Center & Aquatic Center.
- 2.3 The Contractor will contact the site representatives to schedule work. All work should be performed between 7:30am through 3:30pm weekdays unless otherwise scheduled or approved by the City.

- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to City Hall, 4600 W. 51<sup>st</sup> Street, Roeland Park, KS 66205.
- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.7 Insurance:
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
  - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
  - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
  - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Contractor or Contractor's agents, servants, and employees, regardless of whether or not caused in part by any act or omission, including negligence, of the City. Contractor is not obligated to indemnify the City for the sole negligence of the City.
- 2.10 Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or military status. Nothing in this Agreement shall be construed to mean that Contractor shall be forced to hire unqualified or incompetent personnel, or discharge qualified or competent personnel. In all solicitations or advertisements for employees, Contractor shall include the
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phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.

If the manner in which Contractor reports to the Kansas Human Rights Commission fails to comply with the Provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by City.

If Contractor is found guilty of violating the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission, and the decision or order becomes final, Contractor shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by City.

Contractor shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.

Notwithstanding anything expressed or implied elsewhere in this Agreement, if City exercises any of its rights under the provisions of the preceding four paragraphs, Contractor shall have no right to recompense or additional payments by reason of such action by City.

The provisions of this section shall not apply to a contract entered into by a contractor:  
(1) Who employs fewer than four employees during the term of such contract; or (2)  
whose contracts with the City letting such contract cumulatively total \$5,000 or less  
during the fiscal year of the City.

- 2.11 Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Contractor or Contractor's agents, servants, and employees, regardless of whether or not caused in part by any act or omission, including negligence, of the City. Contractor is not obligated to indemnify the City for the sole negligence of the City.
- 2.12 Applicable Laws and Permits:
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
  - B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.13 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these
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requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

- 2.14 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
  - 2.15 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
  - 2.16 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
  - 2.17 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas without giving effect to Kansas's choice of law provisions. The City and Contractor (1) submit to the jurisdiction of the state and federal courts located in Johnson County, Kansas; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.
  - 2.18 This Agreement is for the period of January 1, 2021 through December 31, 2023. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party, or immediately upon a default by the other party. If this Agreement is terminated, the City shall be liable only for payment for services rendered before effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.
  - 2.19 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
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### 3.0 Fees

3.1 The fees for the completion of these services are:

<b>Contractor Rates</b>	2021 Rate	2022 Rate	2023 Rate
Hourly Rate			
Overtime Rate			
Holiday Rate			

<b>Equipment Rates</b>	2021 Daily Rate	2021 Hourly Rate		2022 Daily Rate	2022 Hourly Rate		2023 Daily Rate	2023 Hourly Rate	
Scaffold									
Scissor Lift									
Genie Lift									
Bucket Truck									

<b>Materials</b>	2021 % of Markup	2022 % of Markup	2023 % of Markup
Purchase Invoice Cost Plus			

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**4.0 References**

4.1 The Contractor will provide three (3) references of comparable work from the last twelve (12) months.

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief Description on Work: \_\_\_\_\_  
\_\_\_\_\_

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Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief Description on Work: \_\_\_\_\_  
\_\_\_\_\_

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Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Brief Description of Work: \_\_\_\_\_  
\_\_\_\_\_

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Contractor Contact: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

/s/ \_\_\_\_\_  
Contractor Agent Date

ATTEST:

/s/ \_\_\_\_\_  
Kelley Nielsen, City Clerk Date

/s/ \_\_\_\_\_  
Steven E. Mauer, City Attorney Date

/s/ \_\_\_\_\_  
Keith Moody, City Administrator Date

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**Bld Tab: Electrical**

Opened on December 14th, 2020

	2021 Rate		2022 Rate		2023 Rate	
Bidder:	Mark One Electric					
Regular Hourly Employees	Hourly		Hourly		Hourly	
Hourly Rate	\$	77.00	\$	79.00	\$	81.00
Overtime Rate	\$	115.50	\$	118.50	\$	121.50
Holiday Rate	\$	115.50	\$	118.50	\$	121.50
Equipment Rates	Daily	Hourly	Daily	Hourly	Daily	Hourly
Scaffold	\$ 50.00	\$ 6.00	\$ 50.00	\$ 6.00	\$ 50.00	\$ 6.00
Scissor Lift	\$ 150.00	\$ 16.00	\$ 150.00	\$ 16.00	\$ 150.00	\$ 16.00
Genie Lift	\$ 150.00	\$ 16.00	\$ 150.00	\$ 16.00	\$ 150.00	\$ 16.00
Bucket Truck	\$ 175.00	\$ 22.00	\$ 175.00	\$ 22.00	\$ 175.00	\$ 22.00
26-ft Electric Scissor Lift						
Excavator						
Materials	Markup		Markup		Markup	
Purchase invoice cost plus	5%		5%		5%	

Bidder:

2021 Rate		2022 Rate		2023 Rate	
McGuire Electric					
Hourly		Hourly		Hourly	
\$	75.00	\$	75.00	\$	75.00
\$	112.50	\$	112.50	\$	112.50
\$	150.00	\$	150.00	\$	150.00
Daily	Hourly	Daily	Hourly	Daily	Hourly
Rent Cost Plus Mark Up					
N/A	N/A	N/A	N/A	N/A	N/A
Rent Cost Plus Mark Up					
Rent Cost Plus Mark Up					
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
Markup		Markup		Markup	
25%		25%		25%	

Bidder:

2021 Rate		2022 Rate		2023 Rate	
Teague Electric					
Hourly		Hourly		Hourly	
\$	75.00	\$	75.00	\$	80.00
\$	105.00	\$	105.00	\$	110.00
\$	135.00	\$	135.00	\$	140.00
Daily	Hourly	Daily	Hourly	Daily	Hourly
Rental Fee		Rental Fee		Rental Fee	
\$ 180.00		\$ 180.00		\$ 200.00	
	\$ 105.00		\$ 105.00		\$ 110.00
Markup		Markup		Markup	
20%		20%		20%	

2021 Rate		2022 Rate		2023 Rate	
Pro Circuit Inc					
Hourly		Hourly		Hourly	
\$	60.00	\$	60.00	\$	60.00
\$	80.00	\$	80.00	\$	80.00
\$	100.00	\$	100.00	\$	100.00
Daily	Hourly	Daily	Hourly	Daily	Hourly
\$ 50.00	\$ 10.00	\$ 50.00	\$ 10.00	\$ 50.00	\$ 10.00
\$ 80.00	\$ 15.00	\$ 80.00	\$ 15.00	\$ 80.00	\$ 15.00
\$ 60.00	\$ 12.00	\$ 60.00	\$ 12.00	\$ 60.00	\$ 12.00
\$ 400.00	\$ 75.00	\$ 400.00	\$ 75.00	\$ 400.00	\$ 75.00
Markup		Markup		Markup	
10%		10%		10%	

**Item Number:** New Business- VIII.-E.  
**Committee** 12/21/2020  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

**Date:** 12/17/2020  
**Submitted By:** Keith Moody  
**Committee/Department:** Admin.  
**Title:** **Update to Temporary Personnel Policies Related to COVID**  
**Item Type:** Other

**Recommendation:**

**Staff recommends Council approving revised temporary personnel policies related to Covid.**

**Details:**

Attached is a red line of the temporary personnel policies approved by Council on 4/6/20. The red line changes reflect extending the term that the temporary policies are in place for an additional six months. This extends available Covid leave from 12/31/20 to 6/30/21 and extends the deadline for repayment of advanced sick leave and returning vacation accrual balances to the 240 hour limit from 12/31/21 to 6/30/22.

The date change takes us through the end of the 2020/21 school year and based upon current projections should allow for vaccination being available to all.

No additional Covid leave hours are recommended at this time. To date no staff member has exhausted the hours extended under the initial temporary policy.

**Financial Impact**

Amount of Request: No additional fiscal impact is anticipated	
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
 Redline- Temporary Covid Personnel Policies	Cover Memo

## Proposed Temporary Personnel Policies to Address COVID 19 Related Absences and Pay in Compliance with the Families First Coronavirus Response Act (FFCRA)

Relevant Dates: 3/16/20 Kansas Schools Closed, 3/22/20 Stay Home Order Issued, FFCRA goes into effect 4/1/20, **last day of school 6/11/21, widespread vaccination anticipated by 6/30/21.**

### 1. Employee is Ill or Quarantined Related to COVID-19.

Between March 16, 2020 and June 30, 2021 an employee is entitled to use up to 80 hours of paid COVID 19 Sick Leave (pay code FFCRA-SL in ADP) at the employee's regular rate of pay when the employee is unable to work because the employee is ill or quarantined (pursuant to Federal, State, or local government order or advice of a health care provider) and/or is experiencing COVID-19 symptoms and seeking a medical diagnosis. Employees who have exhausted FFCRA-SL leave may use other accrued paid leave. If an employee has exhausted all their accrued paid leave the City Administrator may advance the employee up to 80 hours of regular sick leave accrual with the intent that the advance will be repaid by 6/30/22.

Deleted: December 31, 2020

In the event the employee has exhausted their 80 hours of FFCRA-SL leave but the employee can work from home during quarantine or illness related to COVID-19 pursuant to an agreement to work from home, the City will continue to pay the employee based upon their regular scheduled hours and current rate of pay.

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### 2. Employee is Caring for a Family Member Who is Ill or Quarantined related to COVID-19.

Between March 16, 2020 and June 30, 2021 an employee is entitled to use up to 80 hours of paid COVID 19 Sick Leave (pay code FFCRA-SL in ADP) at the employee's regular rate of pay when the employee is unable to work because the employee is caring for a family member who is ill or quarantined (pursuant to Federal, State, or local government order or advice of a health care provider) and/or is experiencing COVID-19 symptoms and seeking a medical diagnosis. Employees who have exhausted FFCRA-SL leave may use other accrued paid leave. If an employee has exhausted all their accrued paid leave the City Administrator may advance the employee up to 80 hours of regular sick leave accrual with the intent that the advance will be repaid by 6/30/22.

Deleted: December 31, 2020

Deleted: 12/31/21

In the event the employee has exhausted their 80 hours of FFCRA-SL leave but the employee can work from home during quarantine or illness related to COVID-19 pursuant to an agreement to work from home, the City will continue to pay the employee based upon their regular scheduled hours and current rate of pay.

### 3. Employee is Caring for a Child who is out of School/Daycare, and not ill, due to COVID-19.

Between March 16, 2020 and June 30, 2021 an employee is entitled to use up to twelve weeks (480 hours) of paid COVID 19 Child Care Leave (pay code FFCRA-CCL in ADP) at the employee's regular rate of pay when the employee is unable to work because the employee is unable to work because of a bona fide need to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19. Employees who have exhausted FFCRA-CCL leave may use other accrued paid leave. If an employee has exhausted all their accrued paid leave the

Deleted: December 31, 2020

City Administrator may advance the employee up to 80 hours of regular sick leave accrual with the intent that the advance will be repaid by 6/30/22.

Deleted: 12/31/21

If an employee can work from home while caring for a child out of school or daycare related to COVID-19 pursuant to an agreement to work from home, the City will continue to pay the employee based upon their regular scheduled hours and current rate of pay.

**4. Employee is not Working Their Regular Shift due to the City Closing Operations to Prevent the Spread of COVID-19.**

Between March 22, 2020 and May 30, 2020 or upon lifting of the Stay at Home Order, whichever occurs first, employees not able to come to work due to the City closing operations to prevent the spread of COVID-19 will be paid based upon their current pay and their normal weekly work schedule. This time is referred to as COVID 19 Operation Closure Leave (pay code FFCRA-OCL) in ADP.

If an employee can work from home during the operations closure related to COVID-19 pursuant to an agreement to work from home, the City will continue to pay the employee based upon their regular scheduled hours and current rate of pay.

**5. Temporarily Suspend 240-hour Vacation Accrual limit.**

Between March 22, 2020 and June 30, 2022, the City will suspend the 240-hour vacation accrual limit. This is to accommodate staff who have not been able to use vacation due to COVID-19.

Deleted: December 31, 2021

**Item Number:**       **Ordinances and Resolutions:- IX.-**  
                              **A.**  
**Committee**           **12/21/2020**  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

**Date:** 10/29/2020  
**Submitted By:** Requested by Jan Faidley, Jen Hill and Michael Rebne  
**Committee/Department:** Admin.  
**Title:** **Ordinance 1005 - Protecting Public Safety and Community Resources Act**  
**Item Type:** Ordinance

**Recommendation:**

**Three council members requested a workshop discussion item on immigration policy. Version 1 of attached Ordinance 1005 was reviewed at workshop and referred to a Council meeting for consideration.**

**Details:**

Attached is a Council Action Form requesting discussion of a draft policy addressing public safety and community resources related to immigration be added to a workshop agenda. The action item provides background on the topic.

Attached is Ordinance 1005- Version 1 which is consistent with the draft language reviewed by Council at workshop and referred to a Council meeting for consideration.

Also attached is a Version 2- Red-line of Ordinance 1005 reflecting suggested changes from the SWRP group. These changes have been reviewed and are agreeable to the City Attorney and Chief of Police.

**Financial Impact**

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

**Additional Information**

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

	Description	Type
▣	Ordinance 1005 - Version1- Protecting Public Safety and Community Resources	Cover Memo
▣	Ordinance 1005- Version 2- Redline- Protecting Public Safety & Community Resources	Cover Memo
▣	Action From - Protecting Public Safety	Cover Memo
▣	SWRP Overview Memo	Cover Memo
▣	SWRP Petitioners and Letters of Support	Cover Memo
▣	Flowchart of Various Cities and Counties Studied by Jan Faidley	Cover Memo
▣	Roeland Park testimony presentation	Cover Memo

**CITY OF ROELAND PARK, KANSAS**

**ORDINANCE No. 1005**

**AN ORDINANCE ESTABLISHING THE “PROTECTING PUBLIC SAFETY AND  
COMMUNITY RESOURCES ACT”**

**WHEREAS**, the Governing Body of the City of Roeland Park, Kansas is charged with the public safety and general welfare of all residents of the City of Roeland Park; and

**WHEREAS**, Roeland Park recognizes and upholds the Fourth Amendment of the United States Constitution, guaranteeing the right of all persons to due process and protection against unreasonable searches and seizures, and does not condone any unlawful actions by the U.S. Immigration and Customs Enforcement (ICE) including detainer requests, or jail holds without probable cause, or a judicial warrant; and

**WHEREAS**, Roeland Park recognizes and upholds the Tenth Amendment of the United States Constitution, and the right of states and local governments to be free from mandates or financial obligation to perform the duties of the federal government, or to be threatened or coerced to do so by withholding federal funding; and

**WHEREAS**, it is a common and well-established policy of Roeland Park’s agencies, employees and officers, not to conduct the work of federal immigration enforcement, with limited exceptions where already required by state or federal law and in the interest of national security; and

**WHEREAS**, it is the intent of the Governing Body of the City of Roeland Park to build a community for all residents, without regard to a person’s age, race, national origin, religion, sex, sexual orientation, gender identity, disability, or immigration, housing, or financial status;

**WHEREAS**, the Governing Body of the City of Roeland Park values the hard work and dedication of the men and women of the Roeland Park Police Department (“RPPD”) in keeping our City safe by establishing a standard of community trust and collaboration which shall not be eroded; and

**WHEREAS**, in the interest of increased public safety, one purpose of this ordinance is to ensure that members of the public and RPPD officers and employees of the City clearly understand Roeland Park’s policies in regard to cooperation with federal immigration enforcement, prioritizing public safety and cooperation;

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

The Governing Body of the City of Roeland Park does hereby direct the implementation of this ordinance in accordance with the following provisions:

**DEFINITIONS.** As used in this Chapter:

(A) Alienage means the state or condition of not being a citizen of the United States.

(B) Immigration and Customs Enforcement (ICE) means the federal law enforcement agency primarily responsible for the enforcement of federal immigration laws.

(C) Immigration Status means matters regarding questions of citizenship of the United States or any other country and the authority to reside in or otherwise be present in the United States.

(D) Resident means any person whose primary place of habitation falls within the geographic boundaries of the City of Roeland Park, Kansas.

## **SECTION 1 – FINANCES AND CITY SERVICES**

Unless required by Federal or state statute, regulation, or court decision, no department, agency, commission, officer, or employee of the City of Roeland Park shall:

(A) Use any City of Roeland Park funds or resources to assist in the enforcement of federal immigration law or to gather, transmit, or disseminate information regarding the immigration status of individuals in the City of Roeland Park.

(B) Collect immigration-related information in the provision of City services.

(C) Discriminate on the basis of alienage or immigration status. City employees will serve all residents and City services will be accessible to all residents regardless of alienage or immigration status.

(D) Require individuals to provide specific immigration identification, rather City employees shall accept any valid photo identification that provides the person's name and photo. This policy shall not apply to the completion of the federally mandated I-9 forms or in the presentation of lawful authorization to operate a motor vehicle within the City.

(E) Limit or restrict any service, benefit, or opportunity provided by the City and all City employees shall make available to all persons residing in the City any service, benefit or opportunity provided by the City, regardless of immigration status, unless otherwise required by law.

(F) Require any person making payment to the City to present a valid photo identification beyond any document containing the person's name and picture, which is issued by a government, whether municipal, state, federal, or foreign.

## **SECTION 2 - DEPARTMENT PRACTICES**

This section addresses department operations within the City. All City departments, including any not specifically listed herein, and all City employees, shall abide by all applicable sections, including the general provisions set out in SECTION 1 herein.

(A) Roeland Park Police Department ("RPPD")

(1) RPPD shall not normally provide any resources or assistance to ICE officials for the sole purpose of enforcement of immigration or citizenship status unless a specific threat to public safety

is known. (2) Members of RPPD shall comply with the department's internal "Immigration and Enforcement Policy" and any other department policies applicable to immigration or immigrants.

(3) RPPD will seek to ensure that all persons who request the assistance of RPPD, including, but not limited to, persons who have been the victims of crime, shall feel safe in approaching the Police Department to seek help, report crimes, and aid in the investigation of offenses. Officers and personnel will not inquire about the national origin, citizenship, or immigration status of any individual who approaches the Department for assistance, including, but not limited to, persons who have been the victims of crime.

(4) The Roeland Park Police Department will not honor voluntary detainer requests nor will the RPPD assist ICE in immigration enforcement actions unless a specific threat to public safety is known.

(5) The enforcement of federal immigration laws is a matter that falls under federal jurisdiction and as such is outside the scope of duties of City employees, including Roeland Park police officers. The Roeland Park Police Department shall not enter into a Memorandum of Understanding with the United States under Section 287(g) of the Immigration and Nationality Act in order to enforce federal immigration law without the prior approval of the Governing Body. See 8 U.S.C. § 1357(g). 1-1004

(6) City law enforcement officers may respond to calls for assistance from federal immigration enforcement authorities to the extent necessary to keep the peace, protect public safety, or enforce any applicable state and City criminal laws beyond the scope of effectuating an immigration arrest. Nothing herein shall preclude RPPD from participating in coordinated law enforcement actions with federal law enforcement agencies, as long as the primary purpose of the coordinated action is the enforcement of City, state or federal criminal laws.

(7) Nothing in this Ordinance will preclude Roeland Park Police Department officials from assisting or participating in lawful warrants and criminal investigations, nor will this Ordinance preclude Department of Homeland Security grant-procured items from being used as required by law.

#### (B) Roeland Park Municipal Court

(1) The Roeland Park Municipal Court (Court) shall not inquire about the immigration status of any person charged with a crime except as otherwise required by law, to include, but not limited to, compliance with K.S.A. 21- 2501 and K.S.A. 12-4517 which require the Court to ensure a fingerprint card is completed upon a conviction of a class A or class B misdemeanor.

(2) In the event the Court becomes aware of a person's immigration status, the Court shall not initiate contact with federal immigration enforcement officials to report that information, except as otherwise required by law.

(3) The Court shall provide interpretation services for defendants who do not speak English, in compliance with the law. See K.S.A. 75-4351.

(4) When interpretation services are provided, no inquiry shall be made regarding the person's immigration status.

(5) The City prosecutor shall not initiate the transfer of immigration information to ICE, unless otherwise required by law.

(6) The City prosecutor shall negotiate plea agreements in a just and appropriate manner. A person's immigration status shall never be a bar to diversion programs.

(7) Public defenders under contract with the City, if any, shall be encouraged to affirmatively and competently advise defendants of the potential immigration consequences to criminal offenses, in compliance with applicable case law and any other applicable law addressing the duties of a criminal defense attorney in providing information regarding immigration. Public defenders under contract with the City should also advise such defendants to seek counsel from a trained immigration attorney. The City shall provide reference to a repository listing immigration attorneys that such defendants may contact, when appropriate.

**(C) Parks and Recreation**

(1) City facilities and services shall never be denied to any resident of the City on the basis of a person's immigration status.

**(D) City Clerk**

(1) A person's immigration status shall not prohibit such person from applying for and being granted a license, permit, or registration through the City Clerk's office, except as required by law.

(2) The City Clerk's office shall provide language translation services to any person upon request.

**(E) Human Resources**

(1) Roeland Park shall comply with federal and state laws regarding employment eligibility and employment records, such as the I-9 verification process, but shall not otherwise collect, inquire, or disseminate information about an applicant's immigration status.

**SECTION 3 - SEVERABILITY**

If any section, sentence, clause, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction it shall not affect the validity of any remaining parts of this ordinance.

**SECTION 4 - NONLIABILITY AND REMEDIES**

This ordinance does not create or form the basis for liability on the part of the City, its agents, or agencies. The exclusive remedy for violation of this chapter shall be through the City's disciplinary procedures under regulations including but not limited to the City personnel rules.

**SECTION 5 – LEGAL COMPLIANCE**

Nothing in this law shall be construed to permit the violation of any federal or state statute, federal or state regulation, or federal or state judicial decision.

**SECTION 6 – EFFECTIVE DATE**

This ordinance shall take effect and be in force from and after its adoption and publication as provided by law.

**PASSED** by the City Council this 21<sup>st</sup> day of December, 2020. **Approved** by the Mayor.

---

Mike Kelly, Mayor

**ATTEST:**

---

Kelley Nielsen, City Clerk

**APPROVED AS TO FORM:**

---

Steven E. Mauer, City Attorney

**CITY OF ROELAND PARK, KANSAS**

**ORDINANCE No. ~~1005~~, Version 2- Redline**

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**AN ORDINANCE ESTABLISHING THE “PROTECTING PUBLIC SAFETY AND  
COMMUNITY RESOURCES ACT”**

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**WHEREAS**, Roeland Park recognizes and upholds the Tenth Amendment of the United States Constitution, and the right of states and local governments to be free from mandates or financial obligation to perform the duties of the federal government, or to be threatened or coerced to do so by withholding federal funding; and

**WHEREAS**, it is a common and well-established policy of Roeland Park’s agencies, employees and officers, not to conduct the work of federal immigration enforcement, with limited exceptions where already required by state or federal law and in the interest of national security; and

**WHEREAS**, it is the intent of the Governing Body of the City of Roeland Park to build a community for all residents, without regard to a person’s age, race, national origin, religion, sex, sexual orientation, gender identity, disability, or immigration, housing, or financial status;

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Members of RPPD shall comply with the department's internal "Immigration and Enforcement Policy" and any other department policies applicable to immigration or immigrants.

(3) RPPD will seek to ensure that all persons who request the assistance of RPPD, including, but not limited to, persons who have been the victims of crime, shall feel safe in approaching the Police Department to seek help, report crimes, and aid in the investigation of offenses. Officers and personnel will not inquire about the national origin, citizenship, or immigration status of any individual who approaches the Department for assistance, including, but not limited to, persons who have been the victims of crime.

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(6) City law enforcement officers may respond to calls for assistance from federal immigration enforcement authorities to the extent necessary to keep the peace, protect public safety, or enforce any applicable state and City criminal laws beyond the scope of effectuating an immigration arrest. Nothing herein shall preclude RPPD from participating in coordinated law enforcement actions with federal law enforcement agencies, as long as the primary purpose of the coordinated action is the enforcement of City, state or federal criminal laws.

(7) The Roeland Park Police Department will provide an alert to the public, as soon as possible without violating state or federal law, of any communication of reported or planned civil immigration activity by ICE or other federal agencies working on immigration matters within the Department's jurisdiction, including a request for assistance, received by the Department from ICE or other federal agencies working on immigration matters which would result in contact with any individual or individuals within the City. The Roeland Park Police Department shall not provide an alert to the public where there is a specific threat to public safety or crime in progress. Such alert shall be followed by a publicly available report of the outcome of such communication or resulting contact. Such report shall be available within 48 hours of the resolution of the request or activity or once the request or communication has been completed. The form and content of the report shall be specified within Department policy.

(8) Nothing in this Ordinance will preclude Roeland Park Police Department officials from assisting or participating in judicial warrants and criminal investigations, nor will this Ordinance preclude Department of Homeland Security grant-procured items from being used as required by law.

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**SECTION 6 – EFFECTIVE DATE**

This ordinance shall take effect and be in force from and after its adoption and publication as provided by law.

**PASSED** by the City Council this 21<sup>st</sup> day of December, 2020. **Approved** by the Mayor.

---

Mike Kelly, Mayor

**ATTEST:**

---

Kelley Nielsen, City Clerk

**APPROVED AS TO FORM:**

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Steven E. Mauer, City Attorney

## Online Form Submittal: Council Action Form

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

Fri 9/4/2020 5:10 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; Moody, Keith <kmoody@roelandpark.org>

### Council Action Form

Governing Body Workshop  
Item Number

TBD

Council Item Number

*Field not completed.*

Governing Body Workshop |  
Date

October 19 or November 2

Council Date

*Field not completed.*

(Section Break)

#### Action Item Summary

Submission Date

9/11/2020

Submitted By

Jan Faidley, Jen Hill, Michael Rebne

Committee/Department

Safety

Action Item Type

Discussion

Recommendation

Initiate discussion on the "Protecting Public Safety and Community Resources Act" (working title) See attached draft language.

Details

Since November 2019, a group of dedicated citizens has met to advocate for the immigrant community in Roeland Park. They have collected over 200 signatures supporting the passage of a "safe and welcoming" city ordinance. Five separate local and national organizations have written to express their support for such an ordinance.

Additionally, council is aware of the limited resources we have as a small municipality to meet all the needs of our community. As the financial stewards of Roeland Park tax dollars, it is incumbent upon us to see that those local dollars are used by our police force to protect our community and not to enforce federal immigration law (the job of the federally funded Immigration and Customs Enforcement).

Several council members, including Mayor Kelly, have dedicated many hours to the research of different communities and the means they have used to protect public safety and community resources. The attached DRAFT document is a synthesis of this work for your consideration. It can be used to spark conversation and lead to a final consensus on ordinance

language. We welcome the input of residents and those desiring to be heard on this topic.

Attachments:

- 1) Flow chart of various cities/counties studied with links to pertinent documents
- 2) Latest ordinance that has passed a "first reading" in Lawrence, KS
- 3) Letters of support received from organizations
- 4) Petition signatures
- 5) SWRP Policy Overview & Proposal

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(Section Break)

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Financial Impact

Amount of Request	Legal fees for drafting of ordinance language.
Budgeted Item?	Yes
Budgeted Amount	<i>Field not completed.</i>
Paying Fund/Account	<i>Field not completed.</i>

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



## Introduction and Background

Over the last six weeks, the Safe and Welcoming Roeland Park steering committee met to discuss our collective concerns and policy ideas surrounding our city's role in federal immigration enforcement. The group consists of 13 Roeland Park residents, three leaders from local organizations serving immigrants and one immigration attorney with experience working with Johnson County police departments.

Each of the members has unique reasons for their membership and experiences with the federal immigration system. The only universal commonalities are a desire to improve the City of Roeland Park and to make it a safer and more welcoming place for all people, especially immigrants.

In addition to these dedicated members, we have gathered 129 signatures on a petition that calls upon the city government to, "move beyond current police policy and practice to codify an ordinance that is clear and direct about prohibiting assistance with federal immigration enforcement."

Building upon the work and information gathered by members since December, the steering committee met weekly via Zoom conference. The work included, not only discussion, but outreach to friends and neighbors, consultation of individuals with expertise and personal experience with the immigration system, and information gathered from the Chief of Police and City Administrator.

Over the course of six meetings, the group developed the following document, which outlines 1) the need for a definitive policy on federal immigration enforcement, 2) gaps in the current police policy that merit improvement, and 3) essential items that must be included in any policy for it to be both impactful and lasting.

Please contact the group via Grant Mayfield and Stephanie Iser with any questions or actions on the subject.

Thank you for your time and consideration,

The Members of Safe and Welcoming Roeland Park

Grant Mayfield, RP Resident  
913-952-5146  
Grant.t.mayfield@gmail.com

Stephanie Iser, RP Resident  
816-301-8358  
stephanie.iser@gmail.com

Carol Fields, RP Resident  
Andrea Klingner, RP Resident  
Sharon Obenland, RP Resident  
Sarah Martin, RP Resident  
Emma Green, RP Resident  
Brittany Noriega, RP Resident  
Jaime Perales Puchalt, RP Resident  
Adam Meredith, RP Resident  
Elizabeth Ault, RP Resident

Tom and Hoa Fox, RP Residents  
Tyler French, RP Resident  
Michael Rebne, City Councilman  
Marcus Winn, MORE2  
Trinidad Raj Molina, AIRR  
Catalina Velarde, Immigration Attorney  
Diosselyn Tot, El Centro/Urbanworks  
Valeria Espadas, El Centro

# The Need

## **Immigrants are already a part of the community.**

As we know, Roeland Park is already a diverse community. Immigrants from all parts of the world are members of our church congregations, live in our houses and apartments and shop at our stores, some of which are extremely reliant on immigrant customers. While 6.6% of Roeland Park's population is foreign born ([US Census Data](#)), many more immigrants travel to and through our city each day from neighboring communities to shop and work here.

## **When immigrants are safe to call for help, all of us are safer as a result.**

Public safety is dependent upon an ecosystem of organizations, departments and information sharing that includes police and fire departments, public health officials, and ultimately, all of us. When a certain population is afraid to access that system due to fear of outing themselves as undocumented, all of us are less safe.

While it is easy for many of us in Roeland Park to decide to call 911 in a time of crisis, undocumented people often must weigh the potential risk in calling for help, even during the worst of circumstances. An undocumented person may view a structure fire, gas leak or break-in as less dangerous than a call to first responders given that it could result in the breaking apart of their family, sometimes permanently. Not only is this an unthinkable choice for anyone, it puts even those of legal status at risk.

## **This issue involves more than just the police force.**

The focus of this discussion has often been on the police department. While law enforcement officers certainly play a major role in this issue, they are not the only entity to deal with it. Issues of federal immigration enforcement touch our city at nearly all of its departments and personnel. This includes any time or place that information about immigration status is or could be collected. That is why our work has not focused solely on the police department and why the problem begets a broader solution.

## **Local governments have local priorities.**

Roeland Park officials and employees work hard to allocate limited tax dollars responsibly. These limitations require the city government to focus solely on the most pressing community concerns, despite the desire to offer a myriad of further programs and supports. Immigration enforcement is not one of those priorities, and we do not believe that the limited resources and time of any city department should be used for that purpose. This is especially important given that much larger and better resourced agencies exist at the federal level for that sole purpose.

Other cities both [regionally](#) and [nationally](#) have dealt with this issue with varying degrees of success. Those that did not have a clear policy in place have become subject to lawsuits based on the decisions made in the moment by officials who were not fully aware of jurisdictional duties and limitations. A proactive approach to determine the city's role in federal immigration enforcement would protect Roeland Park residents and visitors as well as the city from costly and unnecessary litigation. Courts have also [ruled recently](#) that municipalities cannot be punished for non-cooperation ordinances.

## **We are a city that promotes diversity and inclusion through action.**

Since the beginning of colonialism in this country, governments have found countless ways to criminalize non-white people. This continues to be true today and, for immigrants in particular, has

dramatically increased in the last several years. Roeland Park has in recent years placed a strong focus on issues of diversity and inclusion. Though contentious at the time, difficult conversations about who is welcome and safe in our city have brought us closer together and created tangible protections for members of our community. This is especially important in a city like Roeland Park with a history of discrimination and restrictive covenants.

Protections for all of our residents and guests regardless of identity are part of our history through the LGBTQ non-discrimination ordinance and our stated goal as in the city's Diversity Proclamation.

Roeland Park leaders must also take steps to ensure all residents are included in the Strategic Plan. For example, one strategic goal is to "support the image of Roeland Park as a safe community by developing programs that encourage resident involvement." In order to reach this goal, we must remove barriers that prevent immigrant community members from participating in said programs and move from an "image" of a safe community to safety in practice.

In order to continue our tradition of grappling with the past and improving our city, we must take action to make this city a place for all people. We're called as neighbors and community members to materially improve our city rather than touting ourselves as welcoming.

#### **Our city welcomes transparency, accountability and community input in public policy.**

An ordinance is by far the most visible form of municipal public policy and would provide the highest possible degree of community contribution for such an important subject. Even the process for creating and passing an ordinance ensures public vetting and transparency.

A more open and widely publicized policy, while understandably complicated due to the controversial nature, would also send the strongest message to the immigrant community. Even the most powerful and well-intentioned policy on the subject, is only impactful if it is also respected and trusted within immigrant communities. The same is true of a policy's enforceability, which is much stronger when codified in city law versus a department's internal policy.

It is the role of the community to advise on how they want to be policed in conjunction with the Chief and department, like any other part of the city government.

## **Current Police Policy Gaps**

We're lucky to have a leader like Chief Morris in Roeland Park who is willing to work with the community, answer questions and ultimately tackle extremely difficult, but important topics like this. His initial policy regarding ICE and immigration enforcement offered a great starting place for our work. We've identified a few issues with the existing policy that would be addressed in an ordinance and ensure that the policy is as impactful and clear as possible.

#### **Limited to Police Department**

The first and perhaps most important gap in the existing police policy is its limited scope. As mentioned above, issues of federal immigration enforcement deal with all city departments and personnel. This leaves major vulnerabilities to Roeland Park community members.

#### **Public Access**

The current police policy is not widely available and is subject to change without notice or approval of any elected officials or Roeland Park residents. It is also subject to the will of whichever individual is currently acting as Chief of Police and may not outlast Chief Morris's tenure in that office.

### **Enforcement and Durability**

It is unclear to what extent the existing policy is binding. There is also a question as to whether officer action contrary to the policy would be considered misconduct, or if training on the policy is required or included in existing procedure documentation. The version of the policy that was initially made available to the public does not clearly indicate a start date or date of issue or effectiveness.

### **Complete Individual Discretion**

While we appreciate the willingness of Chief Morris to bear full and final authority over when the department chooses to collaborate with federal immigration authorities, we do not believe it to be necessary, nor a best practice. This chain of command creates issues with enforcement during the Chief's absence that are not outlined in the existing policy. It also places an immense burden on a single official or designee that we don't believe to be necessary.

The immigration legal system is extremely complex. There are various ways for a person to be in the country legally, yet be undocumented. For example, those that come to the United States in order to seek asylum are often free to stay within the country pending court hearings and administrative interviews. It is not feasible to expect law enforcement officials, including the Chief of Police, to make these determinations in such complex situations, often through a language barrier. To account for the complexities of immigration law and the high stakes for immigrant families, the city would have to develop detailed enforcement procedures based upon federal statute and constantly changing case law. Because that is likely not feasible in policy or practice, it is most prudent for a city like ours to decline participation in federal immigration enforcement to avoid liability for unjustly denying an individual's civil rights.

We believe the most reasonable place for any policies related to immigration enforcement is in city code as enacted by the City Council. This would create clear and useful standards for city employee training, provide immigrants with documentation about their rights within city limits and work to mitigate the effects of unacknowledged personal biases.

### **Lack of Clarity**

The current police policy is much too vague to provide consistency in enforcement, clarity of purpose or a sense of security to immigrant communities. While there are certainly specifics on the policy in practice, very little is made clear in its text or publicly available. For instance, the Chief of Police has made clear to us that the department does not enforce civil immigration warrants. However, that is not stated in this policy and is therefore subject to the Chief's discretion and unclear to undocumented communities.

Under existing policy, Roeland Park police officers may, without the approval of the Chief:

- Enforce civil immigration warrants,
- Investigate an individual based in part on immigration status,
- Question an individual about their immigration status as part of a separate investigation, or
- Notify federal immigration enforcement agencies of an individual's immigration status.

It is also unclear to what extent the policy is binding or enforceable. Any lack of clarity in permissible actions under this policy leaves the city open to legal action for unlawful detention or unintended breaches in civil liberties for legal residents incorrectly identified as arrestable.

The last sentence in the Scope of Enforcement states “however, we do cooperate with all our Federal partners...” It is difficult to imagine that an undocumented person or loved one would perceive this to mean that they were safe to call the police in a dangerous situation. It also leaves open to interpretation the definition of “cooperate.”

Similarly, phrases like, “unless a threat to public safety is known” fail to outline criteria for making the determination that cooperation with federal immigration authorities is warranted or permissible. These problems with clarity are amplified when coupled with total individual discretion and simply do not promote equitable policing or accountability.

This lack of clarity includes many aspects of federal immigration enforcement that are unmentioned in the existing police policy, including but not limited to:

- Creation, maintenance and sharing (intentional or inadvertent) of data or nonpublic information regarding immigration status,
- Access to detained individuals,
- Contracts or agreements with federal authorities, and
- Access to city resources for federal authorities.

### **Framing**

The upfront “Scope of Enforcement” of the current policy speaks primarily to concerns about non-compliance with federal law, rather than to fear within immigrant communities. While this policy represents the beginnings of a good faith effort to reach out to immigrant communities, much clearer communication is needed to combat widely-held beliefs that local law enforcement cooperates with federal immigration authorities.

## **Essential Items**

Using the draft ordinance proposed by the ACLU of Kansas as a starting point, the group worked through the document line by line to identify aspects of the policy that were vital to the success of any Roeland Park policy. We also consulted multiple immigration attorneys and several immigrant services and advocacy organizations to make sure there were no gaps in our work. We also reviewed similar policies from other municipalities, comments made about the issue at previous Roeland Park City Council meetings and recent news stories related to cities’ roles in immigration enforcement. We believe the following items to be essential in any policy passed by the Roeland Park City Council and suggest them as a starting point in drafting a customized ordinance for our city.

### **Administrative**

- Severability of each item in the event that any one aspect of the policy is found to be illegal by a court with Roeland Park in its jurisdiction.
- Clear statement that no part of the ordinance shall be interpreted to conflict with federal law.

### **Conditioning of Benefits**

- No municipal benefits or services may be conditioned upon immigration status or providing information regarding immigration status.
  - Applications for benefits or services should clearly state that they are not conditioned upon immigration status.
- All individuals will be viewed and treated equally within municipal courts.

### **Data and Information**

- The city government, including but not limited to the police department, shall not gather, create or maintain data or information regarding immigration status.
- No forms or surveys, written or digital, shall ask about immigration status.
- No government official, including but not limited to the police department, shall ask, question or inquire about immigration status in the course of their interactions with individuals.
- Regardless of how it was acquired, information regarding individual or household immigration should not be kept by the city in any form.
- The city shall not participate in any program requiring registration of individuals on the basis of race, gender, sexual orientation, religion, ethnicity, national origin or immigration status, unless required by federal or state law.
- Roeland Park shall not share non-public information with federal immigration authorities, including but not limited to time or location of birth, home address, place of work, immigration status, next court appearance or release date.

### **Cooperation with federal immigration authorities:**

- The city and its departments must continue to comply with valid judicial warrants pertaining to immigration enforcement.
- The city and its departments shall not enter into any contract or agreement with the federal government to act as agents of federal immigration enforcement.
- The city and its departments will provide receipt of federal immigration authority detainer, transfer, notification, interview, & interrogation requests to the subject of said request and shall inform the subject as to the city's intention to comply with the request.
- The city and its departments shall not recognize civil or administrative warrants pertaining to immigration status.
- The city and its departments may respond to federal immigration authority requests for nonpublic information ONLY if it is accompanied by a valid judicial warrant for an alleged felony.

### **Issues of shared use or access**

- Roeland Park shall not lend or share any resources to federal immigration authorities for the sole purpose of immigration enforcement. This includes but is not limited to, non-public facilities, property, equipment, databases, personnel OR nonpublic portions of otherwise public databases OR people in Roeland Park custody.

### **Detention**

- Roeland Park police shall not provide access to anyone in their custody to federal immigration authorities.
- Roeland Park shall not delay bail or release for any reason related to immigration status or pending federal immigration authority investigation or notification.

## **Other Items**

In addition to the above items outlining the essential components of a quality policy, we have also identified other measures that would ensure that the enacted ordinance is impactful and lasting. These include:

### **Training**

The enforcement of the policy, as well as compliance should be added to existing employee and officer training programs. Changed or clarified procedures should be communicated to city staff in a timely manner.

### **Outreach**

The passed policy should be paired with a robust outreach and communication plan. It is vital that this plan be multilingual to reach as many affected city residents and guests as possible. Aspects of this outreach could include:

- Designed information and graphics posted in public and heavily trafficked parts of the city, especially those frequented by immigrant communities.
- Notice on any public forms that benefits and services are not contingent upon immigration status.
- Public training, such as “Know Your Rights” and “Rapid Response” that are tailored to Roeland Park and our unique policy. Our organizational partners would be happy to design, advise on, and perform these training sessions.
- Community events, celebrations, or proclamations related to ordinance passage. The city could also work toward a joint proclamation with any nation from which Roeland Parkers immigrated, as many cities have done with the Mexican consulate.

### **Additional Policy Objectives**

As part of this group’s work, other policy issues affecting our city inevitably came up. We often discussed these policies and saved a record of them for future consideration in Roeland Park. These include:

- Issuance of municipal IDs and honoring of those issued by other cities,
- Further support of and cooperation with applications for U-Visas,
- A review of contracts or agreements with the county regarding the detention of people apprehended by Roeland Park law enforcement in light of county policy to contact federal immigration authorities upon suspicion of undocumented status.



###

### Safe and Welcoming Roeland Park Petition Signatures (187 individual signers)

Jess	Hogan	Kansaa city
Angela	Martellaro	Kansas City
Clarence	Dennis	Kansas City
Claudia	Sudekum	Kansas City
Dayna	Meyer	Kansas City
Ellen	Glover	Kansas City
Isabel	Lauderdale	Kansas City
Ivy	Record	Kansas City
Marcus	Winn	Kansas City
Peter	Young	Kansas City
Sarah	Petersen	Kansas City
Scott	Olinger	Kansas City
Scott	Koppel	Kansas City
Heather	Santaniello	Kansas City
Mary	Shortino	Kansas City
Carol	Amiri	Leawood
Forrest	Dickinson	Mission
Hope	Thompson	Mission
Jana	Joy	Mission
	Burrow-	
Jon	Branine	Mission
Melanie	West	Mission
Shanta	Dickerson	Mission
Anne	Pritchett	Overland Park
Brian	Koon	Overland Park
Morgan	Kilgore	Overland Park
Sara	Staggs	Overland Park
Lindsey	Mayfield	Overland Park
Carolina	Uribe	Prairie Village
(John) Doug	Repp	Roeland Park
Aaron	Blackburn	Roeland Park
Abbey	Kobylinski	Roeland Park
Adam	Keda	Roeland Park
Adison	Banks	Roeland Park
Alexandra	Smith	Roeland Park
Amanda	Owen	Roeland Park
	Britton-	
Amanda	Carpenter	Roeland Park
Amie	Logan	Roeland Park

Amy	McCue	Roeland Park
Andrea	Klingner	Roeland Park
Andrew	Schiller	Roeland Park
Andrew	Stuart	Roeland Park
Angela	Fitzpatrick	Roeland Park
Anna	Thiele	Roeland Park
Anne	Bloos	Roeland Park
Anthony	Baldassarre	Roeland Park
Anthony	Thompson	Roeland Park
Ben	Silk	Roeland Park
Beth	McDaniel	Roeland park
Brett	Jackson	Roeland Park
Bridget	Dennis	Roeland Park
Brittany	Cloud	Roeland Park
Carla	Abbott	Roeland Park
Carol	Fields	Roeland Park
Casey	Jackson	Roeland Park
Chandra	Ramey	Roeland Park
Chris	Wasinger	Roeland Park
Chris	Carpenter	Roeland Park
Christie	Smerchek	Roeland Park
Christina	Magnifico	Roeland Park
Colleen	Wells	Roeland Park
crystal	burgess	Roeland Park
Dan	Gabbert	Roeland Park
David	Welch	Roeland Park
David	Gross	Roeland Park
David	Smith	Roeland Park
Deborah	Herzog	Roeland Park
Diane	Kennedy	Roeland Park
Dominic	Serrano	Roeland Park
Dona	Fisher	Roeland Park
Dorothy	Reffitt	Roeland Park
Douglas	Taylor	Roeland Park
Eric	Vidoni	Roeland Park
erin	culp-leonard	Roeland Park
Erin	Cole	Roeland Park
Gloria	Moreno	Roeland Park
Grace	Suh	Roeland Park
Graham	Lester	Roeland Park

Haley	Box	Roeland Park
Hannah	Montgomery	Roeland Park
Heather	Nevarez	Roeland Park
Hilary	Sorio	Roeland Park
Hilary	Ubert	Roeland Park
	Perales	
Jaime	Puchalt	Roeland Park
Jason	Liggins	Roeland Park
Jean	Ternus	Roeland Park
Jeff	Whitehead	Roeland Park
Jess	Bodelson	Roeland Park
Jessica	Schmitt	Roeland Park
John	Hartung	Roeland Park
John	Haug	Roeland Park
John	Fischer	Roeland Park
Joshua	Thiele	Roeland Park
Judy	Ball	Roeland Park
Julie	Major	Roeland Park
Karen	Grotewohl	Roeland Park
Karen	Wulfschle	Roeland Park
Karen	Schwark	Roeland Park
Kate	McLaury	Roeland Park
	Connaghan-	
Kathleen	Gross	Roeland Park
Kathryn	McGinniss	Roeland Park
Kellie	Gillespie	Roeland Park
Kristi	Meyer	Roeland Park
Kristy	Reynolds	Roeland Park
Larry	Roederer	Roeland Park
Laurel	Perkins	Roeland Park
Leah	Carlson	Roeland Park
Linda	Mordan	Roeland Park
Lindsay	St Germain	Roeland Park
Logan	Smith	Roeland Park
Mariana	Proenßa	Roeland Park
Marty	Spencer	Roeland Park
Marvin	Grilliot	Roeland Park
Mary	Peebles	Roeland Park
Mary	Bracken	Roeland Park
Mary Beth	LeCluyse	Roeland Park

Matt	Schaich	Roeland Park
Matthew	Carlson	Roeland Park
Matthew	Gratton	Roeland Park
Maureen	Ubert	Roeland Park
Megan	England	Roeland Park
Michael	Rebne	Roeland Park
Miel	Herrera	Roeland Park
Mitchell	Cloud	Roeland Park
Nancy	Pauls	Roeland Park
Nathan	Garcia	Roeland Park
Nicholas	Border	Roeland Park
Nichole	Shippee	Roeland Park
Patrick	Selley	Roeland Park
Peter	Gasser	Roeland Park
Rachael	Guenther	Roeland Park
Rachel	Abott	Roeland Park
rebekah	stigers	Roeland Park
Richard	Ubert	Roeland Park
Sara	Coe	Roeland Park
Sarah	Martin	Roeland Park
Scott	McCroskey	Roeland Park
Scott	Gregory	Roeland Park
Sharon	Obenland	Roeland Park
Steve	Daley	Roeland Park
Stevie	Davis	Roeland Park
Suzanne	Dawkins	Roeland Park
Teresa	Murphy	Roeland Park
Thomas	Phillips	Roeland Park
Tiffany	Garcia	Roeland Park
Timothy	Post	Roeland Park
Tinne	Fearn	Roeland Park
tricia	french	Roeland Park
Trudy	Nepstad	Roeland Park
tyler	french	Roeland Park
Vanessa	Bonavia	Roeland Park
Victor	Moreno	Roeland Park
Victor	Perkins	Roeland Park
Wayne	Davis	Roeland Park
Will	Lipe	Roeland Park
Abby	Parra	Roeland Park

Brittany	Noriega	Roeland Park
Cameron	Bond	Roeland Park
Chris	Roesel	Roeland Park
Curtis	Herrera	Roeland Park
Davi	Hunter	Roeland Park
Diane	Lytle	Roeland Park
Ellen	Carmody	Roeland Park
Emily	Dunn	Roeland Park
Emma	Vogt	Roeland park
Emma	Green	Roeland Park
Erin	Chudley	Roeland park
James	Milligan	Roeland park
Josie	Milligan	Roeland park
Kate	Carter-Brown	Roeland Park
Louis	Jerome	Roeland Park
Mary J	Mullin	Roeland Park
Michael	Murray	Roeland Park
Michael	Loxterman	Roeland Park
Niki	Wrightsman	Roeland Park
Peter	Gasser	Roeland Park
Adam	Meredith	Roeland Park
Kevin	Connaghan	Roeland Park
Stephanie	Iser	Roeland Park
Charla	Blankenship	Roeland Park
Patricia	McKeown	Roeland Park
Walter	Rieger	Roeland Park
Joan	Elliott	Roeland Park
Amelia	Williams	Shawnee
Pam	Sitton	Shawnee
Susan	Ruiz	Shawnee
Tiana	Malone	Shawnee
Mary Ann	Farrell	Shawnee

August 7, 2020

Mayor Mike Kelly  
Roeland Park Mayor's Office  
4600 W. 51<sup>st</sup> Street  
Roeland Park, KS 66205



**Kansas**

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*Board of Directors*

Dear Mayor Kelly,

I write to you today to express the ACLU of Kansas's support for the Roeland Park Safe and Welcoming Ordinance, and for corresponding efforts led by local community members.

The Safe and Welcoming Roeland Park effort is led by Roeland Park community members, who believe deeply that allowing our neighbors to continue living in fear runs counter to Roeland Park's community values. This is a pro-law enforcement measure that protects local resources and removes any ambiguity about the role of local law enforcement in federal immigration enforcement.

We are a society of laws. Those laws protect people who, at any given time, may find themselves navigating the immigration system. Immigrants do have rights; our laws specifically reference "persons," not only citizens. The ACLU of Kansas supports passing the Safe and Welcoming Ordinance as the best means to support undocumented individuals who live, work, worship, or shop in the Roeland Park community.

The community you lead and serve will be strengthened by your proactive showing of solidarity for its undocumented community members. The current COVID-19 pandemic has only made the passage of this ordinance more urgent. If nothing else, this virus has taught us something about community, responsibility, and fairness. The virus does not discriminate. Neither should we.

The Safe and Welcoming Ordinance will protect Roeland Park's diverse population, stimulate the local economy, encourage cooperation with law enforcement, and show that Roeland Park welcomes people of all backgrounds. Thank you for your consideration of this important step to ensure that Roeland Park is an even safer and more welcoming place to call home.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nadine F. Johnson".

Nadine F. Johnson  
ACLU of Kansas

September 2, 2020

Dear Mayor Kelly and members of the Roeland Park City Council,

I, Pastor Bruce Draper, and many members of Roeland Park United Methodist Church would like to express our support for the proposed Safe and Welcoming Roeland Park ordinance.

We believe there are many reasons: political, economic, public safety, public health and more to implement this policy as soon as possible. Yet, we ultimately believe there is a moral reason to pass Safe and Welcoming Roeland Park, born of a conviction that all humans are deserving of dignity. No one should fear that minor, everyday interactions with law enforcement officers could lead to detention, family separation, and deportation. This ordinance would be a major step towards making Roeland Park a safer and more welcoming community for everyone by ensuring that all can fully and safely access public resources. We hope and pray you will move with the bold leadership and urgency this issue requires.

Sincerely,

Pastor of Roeland Park UMC: Bruce Draper

Leaders of Roeland Park UMC:  
Shayna C. Israel  
Michele Boeckholt  
Don Stevens

***Pastor Bruce Draper***

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"But look here: the Lord's eyes watch all who honor him, all who wait for his faithful love"

**1 Samuel 16:7b**

[Bristol Hill UMC Facebook](#)

[Roeland Park UMC Facebook](#)

[The United Methodist Church](#)



650 Minnesota Avenue  
Kansas City, Kansas 66101  
913.677.0100 | [elcentroinc.com](http://elcentroinc.com)

June 19, 2020

To : Roeland Park Mayor and City Council

As a Latino serving organization working with Johnson County residents, we write today to express our support for the Safe and Welcoming Roeland Park Ordinance. Doing so would ensure that Roeland Park is an even safer and more welcoming place to call home.

El Centro was established in 1976 with a \$10,000 grant from the Archdiocese of Kansas City in Kansas, along with the blessing of Archbishop Ignatius J. Strecker, Father Ramon Gaitan, the commitment of the Cordi Marian Sisters, and a group of energetic and caring community members who saw a need for an organization to address the needs and concerns of Kansas City, Kansas' Latino population. With that care and commitment, El Centro was born, expanding its services to Johnson County. We still remain a proud ministry of the Diocese and El Centro's vigilant to its original purpose with a mission to "strengthen communities and improve the lives of Latinos and others through educational, social, and economic opportunities".

This Safe and Welcoming Roeland Park Ordinance would improve relationships between police and the community, allowing Roeland Park residents to go about their lives without fear and intimidation, and would allow victims of crimes to confidently approach police without fear of being detained themselves. Time and resources spent engaging in federal immigration enforcement detracts from the performance of our local police department's core functions: to serve and protect. This ordinance would inform our community and improve the relationship with police. Many citizens and immigrants with legal status often fall victim to mistakes by ICE, therefore their views toward local officials can sour as well. When that happens, law enforcement's relationship with the entire community suffers.

A Safe and Welcoming Roeland Park Ordinance allows for violent crimes to be prosecuted, and for felony warrants to be honored. This ordinance helps the police department by removing any perceived burdens of federal immigration enforcement duties and building trust with community members, who may be more willing to talk to officers and report crimes. Passing this ordinance keeps local funds focused on local needs, not on federal law enforcement activities.

Passing this ordinance not only affirms a commitment for diversity but builds a place that is safe and welcoming for all. This does not change the practices of our local Police or Sheriff's Department but in the eyes of immigrant residents it can build trust and move toward a better distinction between law enforcement agencies.

We support this important ordinance and its strong protections, because it will strengthen and improve the lives of those we serve. The strongest communities are those where every resident feels safe and welcomed as a valuable member of the community. We encourage you to pass the Safe and Welcoming Roeland Park Ordinance. Should you have questions or comments, please don't hesitate to call on us at 913-677-0100 or at [icaudillo@elcentroinc.com](mailto:icaudillo@elcentroinc.com).

Sincerely,

Irene Caudillo  
President & CEO



July 21, 2020

Dear Mayor Kelly and members of the Roeland Park City Council,

Metro Organization for Racial and Economic Equity (MORE<sup>2</sup>) would like to express our organizational support for the proposed Safe and Welcoming Roeland Park ordinance.

We believe there are many reasons: political, economic, public safety, public health and more to implement this policy as soon as possible. Yet, we ultimately believe there is a moral reason to pass Safe and Welcoming Roeland Park, born of a conviction that all humans are deserving of dignity. No one should fear that minor, everyday interactions with law enforcement officers could lead to detention, family separation, and deportation. This ordinance would be a major step towards making Roeland Park a safer and more welcoming community for everyone by ensuring that all can fully and safely access public resources.

We hope and pray you will move with the bold leadership and urgency this issue requires.

Sincerely,

Min. Kiku Brooks and Rev. Rick Behrens,  
Board of Directors, co-chairs

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HOUSE OF REPRESENTATIVES

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WESTWOOD, KANSAS 66205  
(913) 535-8691

**RUI XU**  
25TH DISTRICT

Dear Mayor Kelly and members of the Roeland Park City Council,

I am writing in strong support of the Safe and Welcoming Ordinance in Roeland Park.

In a political environment where immigrants of all origins and statuses are being attacked by the federal government and ICE, I think it's important to show the immigrants who live, work, and do business in our area that they are welcome to do that without fear of persecution or deportation.

With the tough decisions looming as a result of COVID-19, local resources are even tighter and scarcer than they were before, and I think any amount that goes specifically towards federal immigrant enforcement Could be better spent elsewhere.

Roeland Park has a long history of being a leader in the area of making residents feel safe and welcomed. I think this would be one more great step forward for the city.

With Thanks,

A stylized handwritten signature in black ink, appearing to read 'R. Xu'.



2215 Parallel Ave  
Kansas City, KS 66104  
913.229.6183 || [info@airrk.org](mailto:info@airrk.org)

July 29, 2020

To: Roeland Park Mayor and City Council

As an organization which exists to advocate for immigrants in the Kansas City area, we write today to express our support for the Safe and Welcoming Roeland Park Ordinance. Not only would it make Roeland Park safer for immigrants, but it would establish the city as a local leader in safe policies for immigrants.

This Safe and Welcoming Roeland Park Ordinance would let immigrants know they can feel safe in their own city. Undocumented immigrants regularly face the fear of speaking with law enforcement for fear of being reported to immigration enforcement. These kinds of policies actually make the community safer because immigrants would know they could safely report crimes they witness to police.

A proper Safe and Welcoming Roeland Park Ordinance does not prevent immigration enforcement from acting against one who has committed a criminal violation, so long as there is a judicial warrant. Therefore, a municipal policy should not affect that process, but should only dictate how Roeland Park prioritizes its own resources with its own police department.

Passing this ordinance would affirm Roeland Park's commitment to diversity, and it would be a huge step forward in building more trust between immigrants and the municipality.

Therefore, AIRR strongly *supports* this ordinance and its protections. It will strengthen and improve the lives of those we serve. If you have any questions AIRR can be reached at 913-229-6183 or at [info@airrk.org](mailto:info@airrk.org).

Sincerely,

Naomi Tolentino, President of AIRR



To: Roeland Park Mayor and City Council

As an organization that moves white communities to act as part of a multiracial majority for justice, Showing Up for Racial Justice-KC is supportive of a Safe and Welcoming ordinance in Roeland Park that requires a judicial warrant for local police collaboration with federal ICE agents.

Showing Up For Racial Justice (SURJ) has seven shared values that we call our Points of Unity. One of these deeply held beliefs is that there is *Enough for Everyone*. Scapegoating immigrants is one of the ways our culture reinforces the false idea that resources are scarce and fearing who we don't know keeps us safe. This false belief is a root of racism. A Safe and Welcoming ordinance would in fact show that Roeland Park is an inclusive community, with opportunities for all.




Another one of SURJ's core beliefs is to *Be Accountable to People of Color*. We support Safe and Welcoming Roeland Park because we know that this ordinance, especially the emphasis on non-cooperation with federal immigration authorities, is supported by People of Color-led organizations around the metro and our nation. We also believe, however, that in white communities we cannot wait for Black, Indigenous, and People of Color to tell us what to do each step of the way. We must educate ourselves, check our values, and act for racial justice.

SURJ is heartened by the steps Roeland Park has taken to explore and consider this ordinance. We urge the Roeland Park government to pass Safe and Welcoming and take a clear step forward in building a culture of safety for everyone.

If you have further questions please contact us at [surj\\_kc@riseup.net](mailto:surj_kc@riseup.net)

Sincerely,

Showing Up for Racial Justice--Kansas City Leadership Team

City and County of Denver, CO	Cityclerk@denvergov.org	Ordinance - Public Safety Enforcement Priorities Act of 2017	 20170940.pdf
South Bend, IN	City Clerk – Graham Sparks 574-235-5575	Executive Order (strong mayor structure) plus an I.D. program in partnership with a local non-profit	Request language?
Johnson County, IA	County Offices	Joint statement from county officials and sheriff, no ordinance passed	(Johnson County, IA includes Iowa City and Univ of Iowa)
Lawrence, KS	Follow up to see if this has advanced?	Draft Ordinance under consideration Feb 2020	<a href="https://lawrenceks.civicweb.net/document/24638/Receive%20an%20update%20from%20staff%20on%20progress%20relate.pdf?handle=39C3B49703FA475EA11832D810C320D5">https://lawrenceks.civicweb.net/document/24638/Receive%20an%20update%20from%20staff%20on%20progress%20relate.pdf?handle=39C3B49703FA475EA11832D810C320D5</a>
Olathe, KS (Independence)	Provided by Chief Morris	Police Department policy from Sep 2019, also under consideration in Independence, KS	 Olathe PD SOP on Immigration.pdf
Roeland Park, KS	Chief John Morris, RPPD	Police Department policy from 2019	 Roeland Park PD Standard Operating



# SAFE & WELCOMING

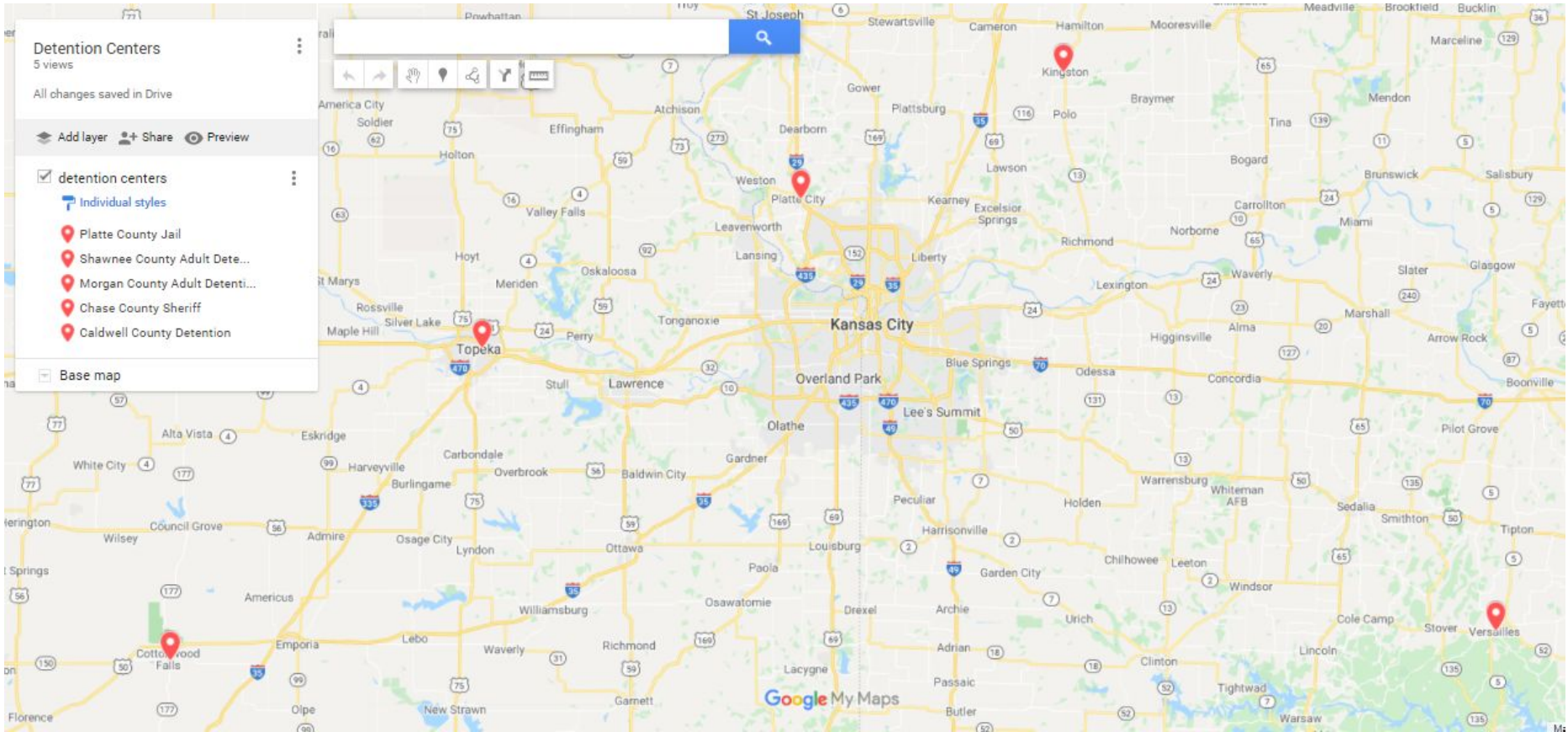
ROELAND PARK



# Timeline Example

## September 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
					Traffic stop & arrest	
6	Labor Day	7	8	9	10	11
		ICE hold	ICE hold (ICE takes custody)	Transfer to county jail		12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
				1st bond hearing (request continuance)		
27	28	29	30			



## October 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8 2nd bond hearing (bond denied)	9	10
11 Columbus Day	12	13	14	15	16	17
18	19	20	21	22 Hearing & standing trial	23	24

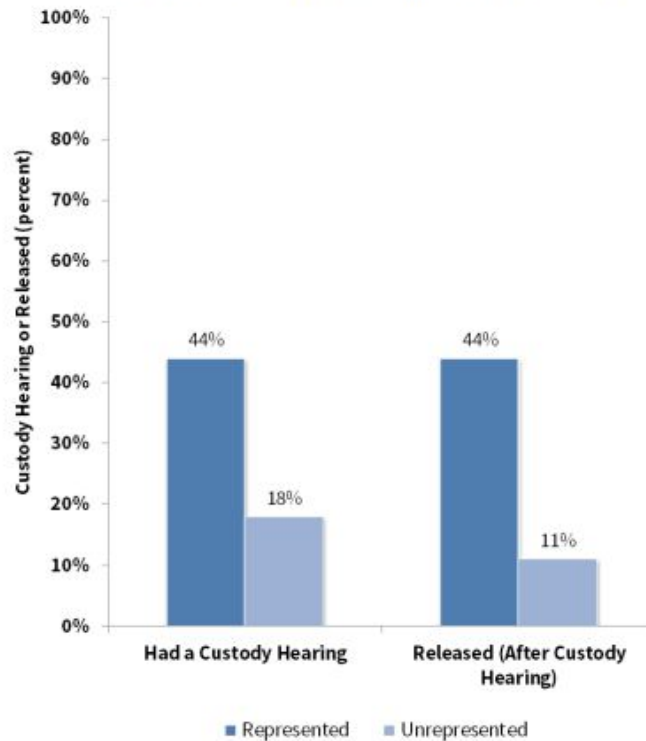
## KANSAS CITY STATISTICS

2020 FY	Bond Hearings	Granted Bond	Denied Bond
All	9714	6125 (63%)	3589 (37%)
Mexico	5836	3747 (64%)	2089 (36%)
Guatemala	1024	697 (68%)	327 (32%)
Honduras	536	317 (59%)	219 (41%)
El Salvador	401	222 (55%)	179 (45%)

20	21	22	23	24
		Hearing & deadline to file application for defense		
27	28	29	30	31
			Halloween	

**Figure 8: Frequency of Custody Hearings and Release,  
by Representation Status, 2007–2012**

**Detained Immigrants with Attorneys More Likely  
to Have a Custody Hearing and to Be Released**



Source: Authors' analysis of Executive Office for Immigration Review data, 2007–2012.

# November 2020

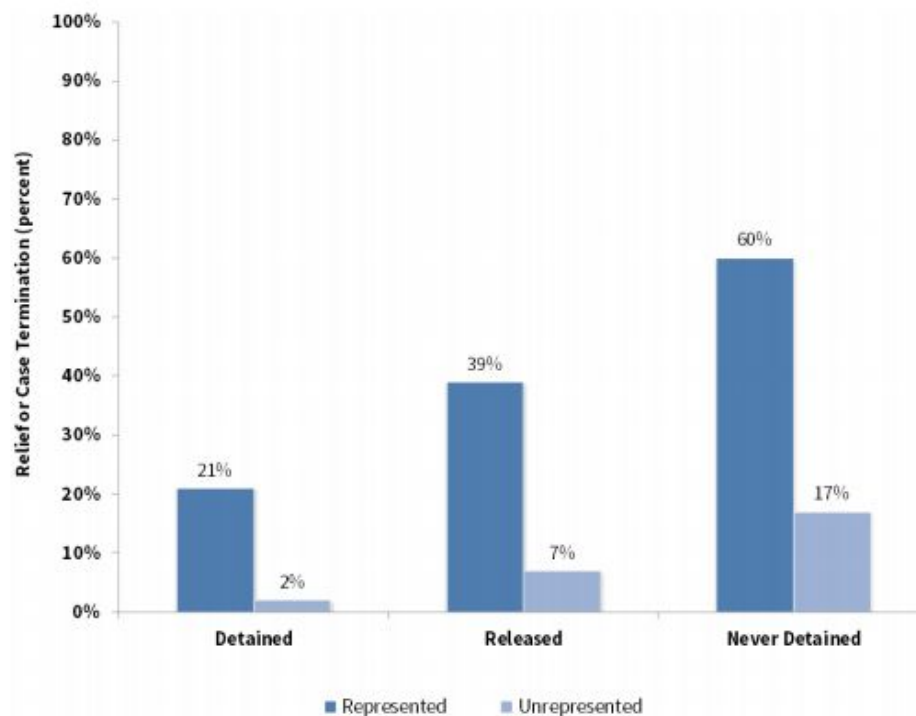
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
	8	9	10 Veterans Day	11	12	13
	15	16	17	18 TRIAL	19	20
	22	23	24	25 Thanksgiving Day	26 Black Friday	27
	29 Cyber Monday	30				

print-a-calendar.com

## KANSAS CITY STATISTICS

2020 FY	Deported (overall)
All	87.5 %
Mexico	86.7 %
Guatemala	95.4 %
Honduras	91.8 %
El Salvador	86.3 %

**Figure 9: Successful Case Outcomes (Termination or Relief)  
in Removal Cases, by Detention and Representation Status, 2007–2012**  
Immigrants with Representation More Likely to Succeed



Source: Authors' analysis of Executive Office for Immigration Review data, 2007–2012.

## December 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
						5
	6	7	8	9	10	11
13	14	15	16	17	18	
20	21	22	23	24	25	26
					Christmas Day	
27	28	29	30	31		

Deadline  
to file  
appeal

If C files an appeal, C  
will be detained several  
months while the appeal  
is reviewed.

In addition to the costs of detention, your agency faces the costs of legal liability if you choose to comply with ICE detainers. Detainer lawsuits are regular occurrences, and although the request comes from ICE, the choice to comply means a state, county, or city is liable for potential damages. In 2011, for example, Jefferson County in Colorado [agreed to pay \\$40,000](#) after holding a man in jail for 47 days on an ICE detainer (well past the detainer's own time limit). In 2008, New York City [agreed to pay \\$145,000](#) to settle a lawsuit by a man who was wrongly held on ICE detainers for a total of 140 days. And in 2010, Spokane County, Washington, [agreed to pay a \\$35,000 settlement](#) to a man who was wrongly held without bail for 20 days because of an ICE detainer.



# QUESTIONS

**Item Number:** Ordinances and Resolutions:- IX.-  
B.  
**Committee Meeting Date:** 12/21/2020



**City of Roeland Park**  
Action Item Summary

**Date:** 12/14/2020  
**Submitted By:** Staff  
**Committee/Department:** Police Department  
**Title:** **Resolution 687 - In Support of Court Fine Changes Proposed by Judge Torline**  
**Item Type:** Resolution

**Recommendation:**

**Council requested a resolution of support of the proposed court fine schedule be developed to show their support of Judge Torline's proposed changes.**

**Details:**

Attached is the resolution showing support.

Also attached is a comparison of proposed to current fines as well as the final fine schedule as proposed. Please note the the change to the illegally parking in a disabled parking stall fine (item #87) is due to the current fine being higher than state law permits. Those fines highlighted in green reflect a decrease in fine.

**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
📎 Resolution 687 - Court Fines	Cover Memo
📎 Court Fine Schedule Effective 1/1/21	Cover Memo
📎 Comparison of Current and Proposed Fine Schedule	Cover Memo
📎 Court Fine Task Group Presentation	Cover Memo

**RESOLUTION NO. 687**

**A RESOLUTION SUPPORTING THE FEE SCHEDULE PROPOSED BY ROELAND PARK MUNICIPAL JUDGE KAREN TORLINE**

**WHEREAS**, Karen Torline, the Municipal Judge for Roeland Park presented the Governing Body of Roeland Park, Kansas with a proposed fee schedule that would reduce or otherwise alter many of the municipal fines; and

**WHEREAS**, the Judge has the authority to reduce municipal fines; and,

**WHEREAS**, the Judge has proposed to reduce municipal fines that disproportionately affect low-income offenders and those directly or indirectly affected by the COVID-19 global pandemic; and,

**WHEREAS**, the Governing Body of Roeland Park, Kansas supports the Judge's decision to reduce many municipal fines.

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

**SECTION 1.** That the Governing Body of Roeland Park, Kansas supports the Municipal Judge's decision to reduce many municipal fines in order to better serve the interests of the community.

**APPROVED** by the Mayor.

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Mike Kelly, Mayor

**ATTEST:**

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Kelley Nielsen, City Clerk

**APPROVED AS TO FORM:**

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Steven E. Mauer, City Attorney

# ROELAND PARK MUNICIPAL COURT

## FINE SCHEDULE FOR ORDINANCE TRAFFIC INFRACTIONS

**Please note:**

All traffic violations in a construction zone are double the fine, and speeding violations in a school zone are double the fine, per K.S.A. 8-2118.

All violations that result in an accident require a mandatory court appearance.

All moving violations are highlighted, with the exception of speeding violations.

A state fee of \$23.50 is added to all moving violations.

A state fee of \$1.00 is added to all non-moving violations, with the exception of parking violations.

STO SECTION 33	Exceeding maximum speed limit; or speeding in posted area	
MILES OVER	FINE	
6	90.00	
7	92.00	
8	94.00	
9	96.00	
10	115.00	
11	120.00	
12	125.00	
13	130.00	
14	135.00	
15	145.00	
16	150.00	
17	155.00	
18	160.00	
19	165.00	
20	170.00	
21	175.00	
22	180.00	
23	185.00	
24	190.00	
25	215.00	

26+ miles per hour over speed limit requires a mandatory court appearance.

STO SECTION	VIOLATION	FINE
12	Disobeying traffic control device	120.00
13	Violating traffic control signal	120.00
14	Violating pedestrian control signals	120.00
15	Violating flashing traffic signals	120.00
16	Violating lane-control signal	120.00
17	Unauthorized sign; signal. Making or device	50.00
30.2	Refusal to submit to preliminary breath test	250.00
32	Unsafe speed for prevailing conditions	120.00
34	Impeding normal traffic by slow speed	50.00
35	Speeding on motor-driven cycle	120.00
38	Driving on right side of roadway	120.00
39	Failure to keep right to pass oncoming vehicle	50.00
40	Improper passing; increasing speeding while passing	50.00
41	Improper passing on the right	120.00
42	Passing on left with insufficient clearance	120.00
43	Driving on left side when curve, grade, intersection, railroad crossing, or obstructed view	120.00
44	Driving on the left in non-passing zone	120.00
45	Driving wrong direction one-way road	120.00
46	Improper driving on laned roadway	120.00
47	Following to close	120.00
48	Improper crossover on divided highway	120.00
49	Improper turn or approach	50.00
50	Left, Right and u-turn at intersections	50.00

# ROELAND PARK MUNICIPAL COURT

## FINE SCHEDULE FOR ORDINANCE TRAFFIC INFRACTIONS

STO SECTION	VIOLATION	FINE
51	Improper "U" turn	50.00
53	Unsafe starting of stopped vehicle	120.00
54	Unsafe turning or stopping, failure to give proper signal, using turn signal unlawfully	120.00
55	Improper method of giving notice of intention to turn	120.00
56	Improper hand signal	50.00
57	Failure to yield right of way at uncontrolled intersection	120.00
58	Failure to yield to approaching vehicle when turning left	120.00
59	Failure to yield at stop or yield sign	120.00
60	Failure to yield from private road or driveway	120.00
61	Failure to yield to emergency vehicles	120.00
62	Failure to yield to pedestrian or vehicle working on roadway and/or failure to comply with restrictions in road construction zone	120.00
63	Disobeying pedestrian traffic control device	50.00
64	Failure to yield to pedestrian in cross walk; pedestrian suddenly entering roadway; passing vehicle stopped for pedestrian at crosswalk	120.00
64.1	Disobeying school crossing guard	50.00
65	Improper pedestrian crossing	50.00
66	Failure to exercise due care in regard to pedestrian	100.00
67	Improper pedestrian movement in crosswalk	50.00
68	Improper use of roadway by pedestrian	50.00
69	Soliciting ride or business on roadway	100.00
70	Driving through safety zone	120.00
71	Failure to yield to pedestrian on sidewalk	120.00
72	Failure of pedestrian to yield to emergency vehicle	120.00
73	Failure to yield to blind pedestrian	120.00
75	Pedestrian Disobeying bridge or railroad signal	50.00
76	Failure to stop or obey railroad crossing signal	120.00
77	Failure to stop at railroad crossing stop sign	120.00
78	Certain hazardous vehicles failure to stop at railroad crossing	120.00
79	Improper moving of heavy equipment at railroad crossing	120.00
80	Vehicle emerging from alley; private roadway building or driveway signals	50.00
81	Improper passing of school bus; improper use	100.00
82	Improper passing of church or day care bus; improper use of signals	100.00
83	Improper stopping, standing or parking on the roadway	100.00
85	Parking, standing or stopping in prohibited area	40.00
86	Improper Parking	40.00
87	Handicapped parking	100.00
87.1	Handicapped parking (Any person utilizing handicap device issued to another person, person, an agency or business)	300.00
89	Stall parking	40.00
90	Blocking traffic; Narrow street, stopping	40.00
91	Parking on narrow street: Signs	40.00
92	Parking in Alley	40.00
93	Parking disabled or other vehicles	40.00
94	Parking adjacent to schools; Signs	40.00
95	Stopping or parking in congested or hazardous areas	40.00
96	Parking prohibited in designated places	40.00
97	Limited time parking zones	40.00
98	Commercial and delivery vehicles; loading and unloading; blocking Traffic; removal of vehicle; duty of police officer	40.00
103	Using headphones in vehicles	50.00
107	Unattended vehicle; Ignition, Keys & Brakes	100.00
108	Driving with view or driving mechanism obstructed	120.00
109	Coasting	50.00
110	Following fire apparatus too closely	120.00
111	Driving over fire hose	50.00
112	Putting grass etc on highway	50.00
113	Driving into intersection, crosswalk, or crossing without sufficient space on other side	100.00
114	Improper operation of snowmobile on highway	100.00
114.1	Unlawful operation of all-terrain vehicle	50.00
114.2	Unlawful operation of micro utility truck	50.00

# ROELAND PARK MUNICIPAL COURT

## FINE SCHEDULE FOR ORDINANCE TRAFFIC INFRACTIONS

STO SECTION	VIOLATION	FINE
114.3	Unlawful operation of low speed vehicle	50.00
116	Driving on sidewalk	120.00
117	Improper backing	120.00
118	Drive through private property to avoid device	120.00
122	Street barriers	120.00
123	Unsafe opening of vehicle door	50.00
124	Riding in house Trailers	100.00
126.2	Texting while driving	100.00
127	Parental responsibility of child riding on bicycle	100.00
129	Not riding on bicycle seat; too many persons on bicycle	50.00
130	Cling to other vehicle	100.00
131	Improper riding bicycle on roadway	100.00
132	Carrying articles on bicycles; one hand on handlebars	50.00
133	Improper bicycle lamps, brakes or reflectors	50.00
138	Improper operations of motorcycles; seats; passenger bundle	100.00
139	Improper operations of motorcycles on laned roadway	100.00
140	Motorcycle clinging to another vehicle	100.00
141	Improper motorcycle handlebars or passenger equipment	100.00
142	Motorcycle helmet and eye protections requirements	100.00
143	Equipment offenses that are not misdemeanors	100.00
144	When Lighted Lamps Required; Visibility	50.00
146	Defective headlamps	40.00
147	Defective tail lamps	40.00
148	Defective reflector	40.00
149	Improper Stop Lamp or Turn Signal	40.00
151	Improper lighting equipment on certain vehicles	40.00
152	Improper lamp color on certain vehicles	40.00
153	Improper mounting of reflectors and lamps on certain vehicles	40.00
154	Improper visibility of reflectors and lamps on certain vehicles	40.00
156	No lamp or flag on projecting load	40.00
157	Improper lamps on parked vehicle	40.00
158	Improper lamps and equipment on implements of husbandry road machinery, or animal drawn vehicles	40.00
159	Unlawful use of spot, fog or auxiliary lamp	40.00
160	Improper lamps or lights on emergency vehicle	100.00
161	Improper stop or turn signal	40.00
162	Improper vehicular hazard warning lamp	40.00
163	Unauthorized additional lighting equipment	40.00
164	Improper multiple beam lights	40.00
165	Use of multiple-beam road lighting equipment	40.00
166	Improper single beam head lights	40.00
167	Improper speed with alternate lighting	100.00
168	Improper number of driving lamps	40.00
169	Unauthorized lights and signals	100.00
170	Improper school bus lighting equipment and warning devices	100.00
171	Unauthorized lights and devices on church or day care bus	100.00
172	Improper lights on highway construction or maintenance vehicles	100.00
173	Defective brakes	100.00
174	Defective or improper uses of horn or warning device	40.00
175	Defective muffler	40.00
176	Defective mirror	40.00
177	Defective wipers; obstructed windshield or windows	40.00
178	Improper tires	40.00
178.1	Improper wide-based single tires	40.00
182	Child Restraint	60.00
182.1a	Seat belt 14-17 years old (anywhere in vehicle)	60.00
182b	Seat belt 18 years or older (front seat only)	30.00
182.2	Unlawful riding on vehicle; persons under age 14	100.00

# ROELAND PARK MUNICIPAL COURT

## FINE SCHEDULE FOR ORDINANCE TRAFFIC INFRACTIONS

STO SECTION	VIOLATION	FINE
183	Defective motorcycle head lamps	40.00
184	Defective motorcycle tail lamps	40.00
185	Defective motorcycle reflector	40.00
186	Defective motorcycle stop lamps and turn signals	40.00
187	Multiple-beam Road-lighting equipment of motor driven cycle	40.00
188	Improper road lighting equipment on motor driven cycles	40.00
189	Defective motorcycle or motor driven brakes	40.00
190	Improper performance ability of brakes	40.00
191	Improper horn, muffler, mirrors, tires on motor driven cycle	40.00
193	NO driver's license in possession	50.00
198	Illegal Tag (altered, switched, etc)	145.00
	Expired tags (more than yr)	100.00
	Expired tags (less than yr)	50.00

Effective This Date: 01-01-2021

*Karen L. Torline*

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Municipal Court Judge  
Karen Torline

Comparison of Current to Proposed Fines and Volume of Citations				
STO SECTION	VIOLATION	CURRENT FINE	2021 PROPOSED FINES	2019 CITATIONS ISSUED
12	Disobeying traffic control device	120.00	120.00	8
13	Violating traffic control signal	120.00	120.00	56
14	Violating pedestrian control signals	120.00	120.00	
15	Violating flashing traffic signals	120.00	120.00	4
16	Violating lane-control signal	120.00	120.00	
17	Unauthorized sign; signal. Making or device	100.00	50.00	
30.2	Refusal to submit to preliminary breath test	250.00	250.00	
32	Unsafe speed for prevailing conditions	120.00	120.00	3
33	Speeding			660
	6 over	100.00	90.00	
	7 over	102.00	92.00	
	8 over	104.00	94.00	
	9 over	106.00	96.00	
	10 over	125.00	115.00	
	11 over	130.00	120.00	
	12 over	135.00	125.00	
	13 over	140.00	130.00	
	14 over	145.00	135.00	
	15 over	155.00	145.00	
	16 over	160.00	150.00	
	17 over	165.00	155.00	
	18 over	170.00	160.00	
	19 over	175.00	165.00	
	20 over	180.00	170.00	
	21 over	185.00	175.00	
	22 over	190.00	180.00	
	23 over	195.00	185.00	
	24 over	200.00	190.00	
	25 over	225.00	215.00	
34	Impeding normal traffic by slow speed	120.00	50.00	
35	Speeding on motor-driven cycle	120.00	120.00	
38	Driving on left side of roadway	120.00	120.00	1
39	Failure to keep right to pass oncoming vehicle	120.00	50.00	
40	Improper passing; increasing speeding while passing	120.00	50.00	
41	Improper passing on the right	120.00	120.00	
42	Passing on left with insufficient clearance	120.00	120.00	
43	Driving on left side when curve, grade, intersection, railroad crossing, obstructed view	120.00	120.00	1
44	Driving on the left in non-passing zone	120.00	120.00	
45	Driving wrong direction one-way road	120.00	120.00	6
46	Improper driving on laned roadway	120.00	120.00	
47	Following too close	120.00	120.00	6
48	Improper crossover on divided highway	120.00	120.00	
49	Improper turn or approach	120.00	50.00	7
50	Obedience to Right, Left and U-Turns at Intersections	120.00	50.00	7
51	Improper "U" turn	120.00	50.00	
53	Unsafe starting of stopped vehicle	120.00	120.00	1
54	Unsafe turning or stopping, failure to give proper signal, using turn signal unlawfully	120.00	120.00	12
55	Improper method of giving notice of intention to turn	120.00	120.00	2
56	Improper hand signal	125.00	50.00	
57	Failure to yield right of way at uncontrolled intersection	120.00	120.00	
58	Failure to yield to approaching vehicle when turning left	120.00	120.00	1
59	Failure to yield at stop or yield sign	120.00	120.00	51

Comparison of Current to Proposed Fines and Volume of Citations				
STO SECTION	VIOLATION	CURRENT FINE	2021 PROPOSED FINES	2019 CITATIONS ISSUED
60	Failure to yield from private road or driveway	120.00	120.00	2
61	Failure to yield to emergency vehicles	120.00	120.00	3
62	Failure to yield to pedestrian or vehicle working on roadway, fail to comply with restriction in road construction zone	120.00	120.00	
63	Disobeying pedestrian traffic control device	120.00	50.00	
64	Failure to yield to pedestrian in cross walk; pedestrian suddenly entering roadway; passing vehicle stopped for pedestrian at X-walk	120.00	120.00	1
64.1	Disobeying school crossing guard	120.00	50.00	
65	Improper pedestrian crossing	100.00	50.00	
66	Failure to exercise due care in regard to pedestrian	100.00	100.00	
67	Improper pedestrian movement in crosswalk	100.00	50.00	
68	Improper use of roadway by pedestrian	100.00	50.00	
69	Soliciting ride or business on roadway	100.00	100.00	
70	Driving through safety zone	120.00	120.00	
71	Failure to yield to pedestrian on sidewalk	120.00	120.00	
72	Failure of pedestrian to yield to emergency vehicle	120.00	120.00	
73	Failure to yield to blind pedestrian	120.00	120.00	
75	Pedestrian Disobeying bridge or railroad signal	120.00	50.00	
76	Failure to stop or obey railroad crossing signal	120.00	120.00	
77	Failure to stop at railroad crossing stop sign	120.00	120.00	
78	Certain hazardous vehicles failure to stop at railroad crossing	120.00	120.00	
79	Improper moving of heavy equipment at railroad crossing	120.00	120.00	
80	Vehicle emerging from alley; private roadway building or driveway signals	120.00	50.00	
81	Improper passing of school bus; improper use	100.00	100.00	1
82	Improper passing of church or day care bus; improper use of signals	100.00	100.00	
83	Improper stopping, standing or parking on the roadway	100.00	100.00	1
85	Parking, standing or stopping in prohibited area	60.00	40.00	42
86	Improper Parking	60.00	40.00	18
87	Handicapped parking	200.00	100.00	11
87.1	Handicapped parking (Any person utilizing handicap device issued to another person, an agency, or business	300.00	300.00	
89	Stall parking	60.00	40.00	
90	Blocking Traffic; Narrow Streets; Stopping; When	MA	40.00	1
91	Parking on narrow street: Signs	60.00	40.00	
92	Parking in Alley	60.00	40.00	
93	Parking Disabled and Other Vehicles	60.00	40.00	7
94	Parking adjacent to schools; Signs	60.00	40.00	
95	Stopping or Parking in Hazardous or Congested Places; Signs	60.00	40.00	3
96	Parking Prohibited at All Times in Designated Places	60.00	40.00	8
97	Limited Time Parking Zones	60.00	40.00	2
98	Commercial and delivery vehicles; loading and unloading; blocking Traffic; removal of vehicle; duty of officer	60.00	40.00	
103	Using headphones in vehicles		50.00	
107	Unattended vehicle; Ignition, Keys & Brakes	100.00	100.00	2
108	Driving with view or driving mechanism obstructed	120.00	120.00	
109	Coasting	120.00	50.00	
110	Following fire apparatus too closely	120.00	120.00	
111	Driving over fire hose	100.00	50.00	
112	Putting grass etc. on highway	100.00	50.00	
113	Driving into intersection, crosswalk, or crossing without sufficient space on other side	100.00	100.00	
114	Improper operation of snowmobile on highway	100.00	100.00	
114.1	Unlawful operation of all-terrain vehicle	100.00	50.00	
114.2	Unlawful operation of micro utility tuck	100.00	50.00	

Comparison of Current to Proposed Fines and Volume of Citations				
STO SECTION	VIOLATION	CURRENT FINE	2021 PROPOSED FINES	2019 CITATIONS ISSUED
114.3	Unlawful operation of low speed vehicle	100.00	50.00	
116	Driving on sidewalk	120.00	120.00	
117	Improper backing	120.00	120.00	
118	Driving Through or on Private Property to Avoid Traffic Control Devices	100.00	120.00	1
122	Street barriers	100.00	120.00	
123	Unsafe opening of vehicle door	100.00	50.00	
124	Riding in house Trailers	100.00	100.00	
126.2	Texting while driving	100.00	100.00	4
127	Parental responsibility of child riding on bicycle	100.00	100.00	
129	Not riding on bicycle seat; too many persons on bicycle	100.00	50.00	
130	Cling to other vehicle	100.00	100.00	
131	Improper riding bicycle on roadway	100.00	100.00	
132	Carrying articles on bicycles; one hand on handlebars	100.00	50.00	
133	Improper bicycle lamps, brakes or reflectors	100.00	50.00	
138	Improper operations of motorcycles; seats; passenger bundle	100.00	100.00	
139	Improper operations of motorcycles on laned roadway	100.00	100.00	
140	Motorcycle clinging to another vehicle	100.00	100.00	
141	Improper motorcycle handlebars or passenger equipment	100.00	100.00	
142	Motorcycle helmet and eye protections requirements	100.00	100.00	
143	Equipment offenses that are not misdemeanors	100.00	100.00	2
144	When Lighted Lamps Required; Visibility	100.00	50.00	26
146	Defective headlamps	100.00	40.00	52
147	Defective tail lamps	100.00	40.00	19
148	Defective reflector	100.00	40.00	
149	Improper Stop Lamp or Tum Signal	100.00	40.00	6
151	Improper lighting equipment on certain vehicles	100.00	40.00	
152	Improper lamp color on certain vehicles	100.00	40.00	
153	Improper mounting of reflectors and lamps on certain vehicles	100.00	40.00	
154	Improper visibility of reflectors and lamps on certain vehicles	100.00	40.00	
156	No lamp or flag on projecting load	100.00	40.00	
157	Improper lamps on parked vehicle	100.00	40.00	
158	Improper lamps and equipment on implements of husbandry road machinery, or animal drawn vehicles	100.00	40.00	
159	Unlawful use of spot, fog or auxiliary lamp	100.00	40.00	
160	Improper lamps or lights on emergency vehicle	100.00	100.00	
161	Improper stop or tum signal	100.00	40.00	
162	Improper vehicular hazard warning lamp	100.00	40.00	
163	Unauthorized additional lighting equipment	100.00	40.00	
164	Improper multiple beam lights	100.00	40.00	5
165	Use of multiple-beam road lighting equipment	120.00	40.00	35
166	Improper single beam head lights	100.00	40.00	
167	Improper speed with alternate lighting	100.00	100.00	
168	Improper number of driving lamps	100.00	40.00	
169	Unauthorized lights and signals	100.00	100.00	1
170	Improper school bus lighting equipment and warning devices	100.00	100.00	
171	Unauthorized lights and devises on church or day care bus	100.00	100.00	
172	Improper lights on highway construction or maintenance vehicles	100.00	100.00	
173	Defective brakes	100.00	100.00	
174	Defective or improper uses of horn or warning devise	100.00	40.00	
175	Defective muffler	100.00	40.00	
176	Defective mirror	100.00	40.00	
177	Defective wipers; obstructed windshield or windows	100.00	40.00	
178	Improper tires	100.00	40.00	

**Comparison of Current to Proposed Fines and Volume of Citations**

<b>STO SECTION</b>	<b>VIOLATION</b>	<b>CURRENT FINE</b>	<b>2021 PROPOSED FINES</b>	<b>2019 CITATIONS ISSUED</b>
178.1	Improper wide-based single tires	100.00	40.00	
182	Child Restraint	60.00	60.00	9
182.1a	Seat belt 14-17 years old (anywhere in vehicle)	60.00	60.00	2
182 b	Seat belt 18 years or older (front seat only)	30.00	30.00	89
182.2	Unlawful riding on vehicle; persons under age 14	100.00	100.00	
183	Defective motorcycle head lamps	100.00	40.00	2
184	Defective motorcycle tail lamps	100.00	40.00	1
185	Defective motorcycle reflector	100.00	40.00	
186	Defective motorcycle stop lamps and turn signals	100.00	40.00	
187	Multiple-beam Road-lighting equipment of motor driven cycle	100.00	40.00	
188	Improper road lighting equipment on motor driven cycles	100.00	40.00	
189	Defective motorcycle or motor driven brakes	100.00	40.00	
190	Improper performance ability of brakes	100.00	40.00	
191	Improper horn, muffler, mirrors, tires on motor driven cycle	100.00	40.00	
193	NO driver's license in possession	120.00	50.00	21
198	Illegal Tag (altered, switched, etc.)	145.00	145.00	17
	Expired tags (more than yr.)	145.00	100.00	198
	Expired tags (less than yr.)	100.00	50.00	

Fines reflecting changes are highlighted in Green

**K.S.A. 8-2504: Seat belt violation convictions have a mandatory fine of \$30. \$20 goes to the state.**

The background features abstract, overlapping green geometric shapes, primarily triangles and polygons, in various shades of green, creating a modern and dynamic visual effect.

# Overview of Fines and Fees

# Karen Torline

## Municipal Court Judge

Mandatory fees

Mandatory fines

Minimum fines

Required fees

Discretionary fees

Current steps taken to address financial issues with  
our defendants

Fine schedule



## Mandatory fees

- ▶ State fees: \$23.50 for ALL violations other than parking or non-moving traffic. K.S.A. 12-4116 and 12-4117.
- ▶ State fees: \$1.00 for every non-moving violation. Excludes parking.
- ▶ Community Corrections fees: \$250 of every DUI conviction goes to the state. K.S.A. 8-1567

## Mandatory fines

- ▶ Court has no authority to modify these fines, or allow them to be suspended or done by community service.
- ▶ Seat belt: \$30. \$20 goes to the state. K.S.A. 8-2504
- ▶ DUI: K.S.A. 8-1567
  - ▶ First offense: Minimum mandatory fine of \$750. (\$250 goes to the state)
  - ▶ Second offense: Minimum mandatory fine of \$1250. (\$250 goes to the state).

## Minimum fines:

- ▶ K.S.A. 8-2118: all fines double in construction zones, and speeding violations double in school zones
- ▶ K.S.A. 8-262: Driving While Suspended
  - ▶ 1<sup>st</sup> and 2<sup>nd</sup> conviction: \$100
  - ▶ 3<sup>rd</sup> conviction: \$1500 minimum IF suspended for refusal of breath test, NPI, causing death with a vehicle or DWH.

- ▶ K.S.A. 40-3104: No proof of insurance
  - ▶ 1<sup>st</sup> conviction: \$300
  - ▶ 2<sup>nd</sup> conviction is \$800

## Other required fees

- ▶ \$122 reinstatement fee (currently per CHARGE) by statute.
  - ▶ Applies if FTA on a suspendable offense. Def receives notice of the FTA and a new date. If FTA again, DL gets suspended. Once the case is resolved and paid in full, they may be reinstated following the payment of a \$122 reinstatement fee.
  - ▶ \$100 fee by statute, and \$22 fee by Supreme Court order. K.S.A. 8-2110
  - ▶ Pending legislative bill to make this fee per CASE rather than the current per CHARGE.
  - ▶ 2019 law allows for these fees to be waived if defendant can show hardship

## Discretionary Fees

- ▶ Jail fees: \$50 per day cost to the city, billed to each city for each defendant
- ▶ Work Release: \$35 per day cost to the city, billed to each city for their defendant
- ▶ Public Defender: \$100 per case. Cost to city is \$150 per docket
- ▶ Warrant fee: \$50 if recalled, \$100 if served
- ▶ Late fee: \$5, K.S.A. 8-2110

## K.S.A. 8-2118(d)

- Requires the municipal judge to establish a schedule of fines for an ordinance traffic infraction.

## May also include other offenses in fine schedule

- ▶ Must be set within minimums and maximums allowable
- ▶ Certain offenses are precluded by statute from being included on the fine schedule, such as reckless driving, DUI, Driving While Suspended, Fleeing and Eluding a LEO, and hit and run variations.

# Steps taken in Roeland Park Municipal Court to address indigency issues

- ▶ Bond modifications
- ▶ Court appointed attorney
- ▶ Community Service
- ▶ Suspended fines
- ▶ Time to pay
  - ▶ Small monthly payments
  - ▶ Lengthy continuances for payment
  - ▶ Pay online available

## COVID-19 Concerns

- ▶ Employment losses
- ▶ Housing losses
- ▶ More needs to fulfill at home
  - ▶ Kids eating every meal at home
  - ▶ Kids needing more technology at home
  - ▶ More dependents moving home

Item Number: Reports of City Officials:- XI.-A.  
Committee 12/21/2020  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 12/21/2020  
Submitted By: Chris Verbrugge  
Committee/Department: Admin  
Title: **COVID Report**  
Item Type: Report

**Recommendation:**

**For informational purposes only.**

**Details:**

Please see attached COVID report for the first half of December 2020.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description	Type
COVID Report - December 1st-15th	Cover Memo

## 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 Period December 1<sup>st</sup> – 15<sup>th</sup>

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

### General

- As of November 30, 2020, Roeland Park is still in Phase 3 of the reopening plan.
- Johnson County made COVID-19 scheduling [announcements](#) as it relates to the holidays.
  - December 22, 2020 – There will be no evening testing by the Johnson County Department of Health and Environment.
  - December 23-25, 2020 – There will be no testing by the Johnson County Department of Health and Environment.
  - December 31, 2020 – January 1, 2021 – There will be no testing by the Johnson County Department of Health and Environment.
  - Additional information about Johnson County Department of Health and Environment testing can be found [here](#).
- On December 1, 2020, Governor Laura Kelly [called on Congress](#) to pass a COVID-19 economic relief package.
- Governor Kelly [announced](#) the launch of a COVID-19 public health campaign: “Stop the Spread. It’s Up to Us, Kansas”.
  - The campaign includes a new testing website: [GoGetTested.com/Kansas](https://GoGetTested.com/Kansas). The website will tell where free testing can be accessed. It will update regularly to ensure all testing locations are included.
- Governor Laura Kelly [signed](#) an Executive Order requiring COVID-19 testing in adult care homes in Kansas.

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- The Johnson County Library [released](#) “Navigating COVID-19” resources.
    - The list of resources compiled by the Johnson County Library can be found [here](#).
  - Johnson County Department of Health and Environment Director Dr. Sanmi Areola provided a COVID-19 update to the Board of County Commissioners
    - Highlights of the December 1, 2020, meeting can be found [here](#).
    - Highlights of the December 8, 2020, meeting can be found [here](#).
    - Highlights of the December 15, 2020, meeting can be found [here](#).
  - Johnson County Department of Health and Environment [announced](#) a shorter quarantine length.
    - On Wednesday, Dec. 2, the Centers for Disease Control and Prevention updated its recommendation for the length of time residents should stay in quarantine following close contact with someone who has COVID-19, if they are asymptomatic. Previously, quarantine lasted for a full 14 days. Now, as long as you don't develop symptoms, you can go about normal activities earlier. Johnson County Department of Health and Environment has adopted these recommendations.
    - Now there are two options for when quarantine ends:
      - Get tested on day 5 or later of an exposure to someone with COVID-19. If the test results are negative and you have no symptoms, you can go about normal activities on the eighth day.
      - If you choose not to get tested and have no symptoms, you are out of quarantine on the 11th day.
    - In both instances, you should continue to monitor your symptoms for the full 14 days. If you develop symptoms, get tested and isolate.
  - December 6-12, 2020 is National Influenza Vaccination Week, [a call for everyone](#) to get their flu vaccinations. Learn more about flu shots [here](#).
  - Johnson County Department of Health and Environment has [offered](#) additional drive-through testing at its Olathe clinic.
  - The Johnson County Library [hosted a class](#) teaching people how to sew cloth masks. It was hosted virtually via Zoom.
  - The State Finance Council [has extended](#) Governor Laura Kelly’s State of Disaster Declaration until January 10, 2021.
  - Johnson County [approved](#) the purchase of its first mobile COVID-19 clinic unit.
  - Governor Laura Kelly [announced](#) fraud protection updates to the CARES Act investment portal.
    - Kansans can report fraud, waste, and abuse by visiting [here](#).

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- Governor Laura Kelly [announced](#) the arrival of the first shipment of Pfizer vaccines on the morning of December 14, 2020.
  - Johnson County [joins the State](#) in honoring the victims of the COVID-19 pandemic. Governor Kelly ordered flags be flown at half-staff until sundown on December 14, 2020.

## Administration/Neighborhood Services

- An update on the CARES Act-funded projects:
  - Docusign (\$2,194):
    - Purchased and ready to be used, including for the November 16 City Council Meeting.
  - Kaivac Machine (\$4,099.99):
    - Kaivac machine has been purchased, accepted delivery.
  - Backpack Sprayer (\$1,899.99):
    - Backpack sprayer has been purchased, accepted delivery.
  - Voicemail Upgrades (\$2,995):
    - Voicemail upgrades have been completed.
  - Phone Upgrades (\$8,232):
    - New phones have been installed.
  - Touchless faucets and toilets (\$28,981):
    - Faucets and toilets installation at the Community Center and the Aquatic Center are nearly complete. Installation at Nall Park is complete. Whole project will be completed before the end of the year.
  - Touchless water fountains (\$15,303):
    - The touchless water fountain project will not be completed. The manufacturer cannot provide all the necessary components in time for the project to be completed before the end of the year.
  - HVAC Filtration (\$25,000):
    - HVAC Filtration has been installed at City Hall and the Community Center.
  - HVAC Building Automation and Central Control (\$62,375): in process
    - Project still in progress but will be completed by the end of the year.

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## Public Works

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

## Police Department/Municipal Court

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

## Community Center and Parks & Recreation

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