

**GOVERNING BODY WORKSHOP AGENDA  
ROELAND PARK  
Roeland Park, City Hall 4600 W. 51st Street  
Monday, May 16, 2022 6:00 PM**

- |  |   |  |
|--|---|--|
| <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>• Michael Poppa, Council Member</li><li>• Tom Madigan, Council Member</li><li>• Kate Raglow, Council Member</li><li>• Michael Rebne, Council Member</li></ul> | <ul style="list-style-type: none"><li>• Keith Moody, City Administrator</li><li>• Erin Winn, Asst. Admin.</li><li>• Kelley Nielsen, City Clerk</li><li>• John Morris, Police Chief</li><li>• Donnie Scharff, Public Works Director</li></ul> |
|--|---|--|

Admin	Finance	Safety	Public Works
Raglow	Rebne	Poppa	Brauer
Dickens	Hill	Madigan	Faidley

**I. APPROVAL OF MINUTES**

- A. April 18, 2022
- B. May 2, 2022

**II. DISCUSSION ITEMS:**

1. Additional Information on 2023 Play Sculpture Objective - 10 min
2. 2023 Budget - Review Primary Revenues, Discuss Mill Rate, Review Fund Reserves, Review Outstanding Debt, Review Personnel Assumptions - 45 min
3. Discuss Tornado Siren Upgrades - 10 min
4. Review Video Replacement Options for Police Department - 15 min

**III. NON-ACTION ITEMS:**

**IV. ADJOURN**

**Welcome to this meeting of the Committee of the Whole of Roeland Park.**

**Below are the Procedural Rules of the Committee**

*The governing body 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 Committee of the Whole meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the City Council President (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 Committee of the Whole during Public Comments and/or before consideration of any agenda item; however, no person shall address the Committee of the Whole without first being recognized by the Chair or Committee Chair. Any person wishing to speak at the beginning of an agenda topic, shall first complete a Request to Speak form and submit this form to the City Clerk before discussion begins on that topic.
- C. **Purpose.** The purpose of addressing the Committee of the Whole is to communicate formally with the governing body with a question or comment regarding matters that are on the Committee's agenda.
- D. **Speaker Decorum.** Each person addressing the Committee of the Whole, 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 committee meeting. Any person, who so disrupts the meeting shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or 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 Committee of the Whole, each speaker shall limit comments to two minutes per agenda item. If a large number of people wish to speak, this time may be shortened by the Chair so that the number of persons wishing to speak may be accommodated within the time available.
- F. **Speak Only Once Per Agenda Item.** 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 Committee of the Whole.** Comment and testimony are to be directed to the Chair. Dialogue between and inquiries from citizens and individual Committee Members, members of staff, or the seated audience is not permitted. Only one speaker shall have the floor at one time. Before addressing Committee speakers shall state their full name, address and/or resident/non-resident 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 governing body welcomes your participation and appreciates your cooperation. If you would like additional information about the Committee of the Whole or its proceedings, please contact the City Clerk at (913) 722.2600.***

Item Number: **APPROVAL OF MINUTES- I.-A.**  
Committee **5/16/2022**  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

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Date:  
Submitted By:  
Committee/Department:  
Title: **April 18, 2022**  
Item Type:

**Recommendation:**

**Details:**

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Governing Body Workshop Meeting Minutes April 18, 2022	Cover Memo



**GOVERNING BODY WORKSHOP MINUTES**  
**Roeland Park City Hall**  
**4600 W 51st Street, Roeland Park, KS 66205**  
**Monday, April 18, 2022, 5:00 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>○ Tom Madigan, Council Member</li><li>○ Michael Poppa, Council Member</li><li>○ Kate Raglow, Council Member</li><li>○ Michael Rebne, Council Member</li></ul> | <ul style="list-style-type: none"><li>○ Keith Moody, City Administrator</li><li>○ Erin Winn, Asst. Admin.</li><li>○ Kelley Nielsen, City Clerk</li><li>○ John Morris, Police Chief</li><li>○ Donnie Scharff, Public Works Director</li></ul> |
|--|---|--|

**Admin**

Hill  
Raglow

**Finance**

Madigan  
Rebne

**Safety**

Faidley  
Poppa

**Public Works**

Dickens  
Brauer

(Governing Body Workshop Called to Order at 7:21 p.m.)

**ROLL CALL**

CMBR Dickens called the meeting to order. CMBR Hill appeared virtually and CMBR Raglow was absent. All other Governing Body members were present.

**PUBLIC COMMENT**

**Steve Michnick** (5013 Howe) Mr. Michnick spoke to the curbside glass recycling pilot program. He believed the results from the pilot were excellent but that the expected weight numbers were not realistic and urged the City not to use an over-estimated result. He did thank them for making curbside glass recycling a possibility.

**I. APPROVAL OF MINUTES**

*The draft minutes were available online but were not submitted in time for the packet.*

**II. DISCUSSION ITEMS**

**1. Review and Discuss Pedestrian Safety Analysis and Enhancements at Roesland Elementary**

Janelle Clayton from Merge Midwest Engineer is the City's Traffic Engineer. She was tasked to look at the Roesland school crosswalk from an engineering perspective. Ms. Clayton spent time reviewing the drop-off and pick-up procedures at the school. She noticed that the crossing guard was not activating the flashing beacon. Ms. Clayton spoke with the City and the school about the issue. The crossing guard said there was difficulty controlling the children while stepping back to push the button, and it was also a novelty item that it was being pushed at inappropriate times. Ms. Clayton suggested getting a student helper to work activate the light. She also noticed that the low was too low which reduced the number of cars being able to see it. The Public Works Department did raise the sign. There are also issues of cars queuing on 48<sup>th</sup> Street which reduces the visibility of the sidewalk. Ms. Clayton's recommendation is for placement of no parking, standing, or stopping signs to be placed on 48<sup>th</sup> Street.

Ms. Clayton did a nationally accepted gap study, and the site does warrant a crossing guard. In her study, she observed morning and afternoon patterns, and counted pedestrian crossings, and vehicles.

Some improvements they have already made are the use of cones and signs to delineate a no-stopping zone, and they are now correctly using the rectangular rapid flashing beacon sign.

CMBR Rebne thanked Ms. Clayton for her commendations and asked if her study included Clark Drive. Ms. Clayton said her review only included Parish Drive.

CMBR Faidley asked about the crossing on Elledge and if it will be looked at when it is reconstructed. City Administrator Moody said they will make improvements to that crossing with the project, but this request from the Roesland principal was specifically for the crossing at Parish.

CMBR Hill said she has spoken with City Administrator Moody about a crosswalk across Elledge and at Fontana, there has been a request for a middle of the street pedestrian crossing sign as there are a lot of students walking and there is no sidewalk on the north side of Elledge.

Mayor Kelly asked that when they are talking about implementing safety improvements, whether she had any suggestions or if there is a good rule of thumb to start on when talking about implementing safety improvements and a period to see what is working and what is having an impact.

Ms. Clayton said they have implemented small things which all build upon each other. She said they first try the small options and engage school staff, and that it is very important for the school crossing guard to feel safe. She also felt that the City had taken important first steps.

CMBR Madigan expressed his concern about the novelty of pushing the button on the crossing sign. He suggested reaching out to the school PTA to ensure the button is used properly. Ms. Clayton said the matter is up to the school staff. She also said that she is willing to speak directly with the school. Ms. Clayton said she has seen adults pressing the button which is a good habit for children to see so that they will press it when there is no crossing guard present.

CMBR Rebne asked Ms. Clayton on her recommendation for a crossing guard. Ms. Clayton responded yes; a guard is needed for safety reasons. CMBR Rebne said he hoped it will be taken seriously to having a professional crossing guard that is devoted and trained for that task.

CMBR Faidley said she feels that they are in the minority of communities not budgeting for this position. She said they may need to in the future look at guards for Elledge and Clark. She felt they really should allocate the funds for a crossing guard and that those would be dollars well spent.

CMBR Hill said there is a huge need to improve the safety and education is the biggest part. They must teach the children safety, but that is not the only piece. She said that not all cities have paid crossing guards. She said this is about safety for children and parents, and they need to look at education and the facts.

Mayor Kelly anyone as a crossing guard would be an improvement and said that students and parents in vehicles would not know the difference between a volunteer or a paid employee. He said this is an opportunity for utilizing their bond of trust with the Police Department on occasion to provide some enforcement which might help remind people that crosswalks are not a suggestion. He asked where the \$14,000 salary would come from and if there is a way to make that number more competitive. He also asked if there was an opportunity to collaborate with other cities who use All City Management Services for their crossing guards.

CMBR Madigan asked if they are talking about a uniformed crossing guard. Ms. Clayton said they receive official training, and it is not necessarily a uniform, but a vest and sign. CMBR Madigan added that if people are blowing through the crosswalk, they need a uniformed authority presence.

City Attorney Mauer said the issue with the school apparently is funding. They currently do not pay, do not want to pay, and would like the City to fund it. The City's issue would be paying for a vest and a sign for someone who has not authority. If utilizing school personal, they would be more likely to recognize an offending child or parent and will care more about the school than a City volunteer. If the City were to pay for the program, he recommended paying the school and let them hire the company and staff. The school would then be in control and in a better position to identify and address any issues.

City Administrator Moody said he will meet with the school district and bring to them Mr. Mauer's option. He will also reach out to other cities who have a contract and see if there is any benefit piggybacking onto their contract.

There was consent that they would like a school crossing guard.

## **2. Review and Preliminary Approval to CIP - Equipment Replacement Schedule**

City Administrator Moody said that staff reviews all of their projects and equipment every year. They plan out within one to two years of a project what they expect to spend, which gives them more time to refine those cost estimates. Mr. Moody reviewed the projected costs of upcoming projects noting that they will be able to do a Residential Street Reconstruction (RSR) project for Phase 1 of Nall in 2025 and Phase 2 in 2029. They have applied for 80 percent of that project from STP Funds. In 2027, they will be able to do an RSR on Granada Street. In 2022, they will work on parking and drainage improvements at the Community Center.

Mr. Moody also reviewed projects, sources of funding, and timelines for the various areas of the City such as Parks and Recreation, Public Works, City Hall, and Police Department, all of which are detailed in the agenda packet.

CMBR Faidley asked if the CDBG monies they received for Elledge would impact the possibility of funding at the Community Center. City Administrator Moody said that does not limit them and are asking for the maximum of \$200,000 for 2023 and those Community Center improvements.

## **3. Review and Discuss Tree Inventory Proposals**

Public Works Director Scharff said that staff submitted an RFP to get trees inventories for one, the City's right-of-way, and also frontage trees on private property. The staff report contains a breakdown of those bids, and they are recommending Wiregrass Ecological Associates. This will enable the City to track their inventory, follow removal and additions, et cetera.

Mayor Kelly asked about the scoring and their choice for Wiregrass. Public Works Director Scharff said they were all qualified but felt that Wiregrass was best for the goals they are trying to achieve. Mayor Kelly asked how often the tree survey is updated. Mr. Scharff said usually every five to seven years there is an update. City Administrator Moody added that presumably they will be able to track

removal of trees and are contemplating a permitting process even if there is no associated fee; they want to be able to track removal.

CMBR Faidley thanked staff noting this is a huge amount of work. She asked about Wiregrass being located in Georgia. Public Works Scharff said they would come on-site to do the inventory. CMBR Faidley said she would like to see both the frontage and public right-of-way inventory as they need that information before moving ahead with any ordinance.

CMBR Poppa asked for clarification on the necessity of inventorying trees front yard trees outside the right-of-way.

CMBR Faidley said they do have educated estimates, but they really do not know what they have in their right-of-way and front yards. She acknowledged that it is a significant amount to spend but if they are doing a protection ordinance, they will need that information.

City Administrator Moody said if they intend to regulate trees in the front yard, then they need to know what trees would fall into the criteria. He added that it is estimated there are more trees in the front yard than the right-of-way now.

CMBR Madigan said he is not in favor of this type of an ordinance. He understands why the City would want an inventory of trees in right-of-way, but he has had numerous citizens reach out to him regarding this and that it is an attempt to take away the rights of a landowner. He said most do not favor this or a fee. He also mentioned that when the Emerald ash borer affected City trees, they were removed, but did not do anything for the residents, so he questioned why they would take these steps now. Mayor Kelly responded that action with regard to the Emerald ash borer was by a different governing body.

Mayor Kelly said the information from the survey could provide Public Works with information about their trees, tree health, potential safety issues, and how to address things like an Emerald ash borer. By having this information it will allow them to be proactive to issues and also to provide information to residents. He asked if there were any options through the forestry service, for example, grants to help with the cost of inventorying the trees. Public Works Director Scharff said he will talk to their forestry representative if there are any avenues to explore. Mayor Kelly added this is important and he supports this because it affects their quality of life, infrastructure health, public safety, and has ecological impacts.

CMBR Dickens said he does have a problem with an ordinance regulating front yard trees but does believe they need to have a larger conversation regarding this.

There was majority consensus to move forward with Wiregrass to inventory the City's trees.

#### **4. Review Prospective CDBG Projects**

Public Works Director Scharff said this is item is one requirement for the application process when requesting CDBG funds. Their 2023 application proposal is for \$200,000 for Phase 1 Community Center improvements to address ADA issues inside the building as well as some outside work, all in an effort to make the site more vibrant. Out of the project options they reviewed, this one is the most viable.

CMBR Faidley asked when the ADA Community Center assessment was done, and if they should include in the application some of the challenges they face at the Community Center.

City Administrator Moody said they have strategies they relate to the project, but admittedly, they are not the best flowery writers, but they will look to see what they draw into their description. CMBR Faidley said she noted comments with regard to seniors and childcare at the Community Center but there is also programming there for all ages.

Public Works Director Scharff said they can definitely add more information to the application.

City Administrator Moody said there will be a public hearing at their next City Council meeting, and then the Governing Body will be asked to approve which Community Development Block Grant project to apply for.

There was unanimous consensus to pursue the CDBG application for Community Center project funds.

### **III. COMMITTEE MINUTES**

*There were no items discussed.*

### **IV. ADJOURN**

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

(Roeland Park Governing Body Workshop Adjourned at 8:53 p.m.)

Item Number: **APPROVAL OF MINUTES- I.-B.**  
Committee **5/16/2022**  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

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Date:  
Submitted By:  
Committee/Department:  
Title: **May 2, 2022**  
Item Type:

**Recommendation:**

**Details:**

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description	Type
▣ May 2, 2022	Cover Memo

**GOVERNING BODY WORKSHOP MINUTES**  
**Roeland Park City Hall**  
**4600 W 51st Street, Roeland Park, KS 66205**  
**Monday, May 2, 2022, 5:00 P.M.**

- Mike Kelly, Mayor
- Trisha Brauer, Council Member
- Benjamin Dickens, Council Member
- Jan Faidley, Council Member
- Jennifer Hill, Council Member

- Tom Madigan, Council Member
- Michael Poppa, Council Member
- Kate Raglow, Council Member
- Michael Rebne, Council Member

- Keith Moody, City Administrator
- Erin Winn, Asst. Admin.
- Kelley Nielsen, City Clerk
- John Morris, Police Chief
- Donnie Scharff, Public Works Director

**Admin**  
Hill  
Raglow

**Finance**  
Madigan  
Rebne

**Safety**  
Faidley  
Poppa

**Public Works**  
Dickens  
Brauer

(Governing Body Workshop Called to Order at 7:53 p.m.)

## **ROLL CALL**

CMBR Dickens called the meeting to order. All Governing Body members were present.

## **I. APPROVAL OF MINUTES**

### **A. April 4, 2022**

*The minutes were approved as presented.*

## **II. DISCUSSION ITEMS**

### **1. Review Edits/Updates to Preliminary 2023 Objectives**

City Administrator Moody reviewed some changes that were made to the preliminary 2023 objectives. First, he noted that under A.1 - Enhance Community Engagement in the Annual Budget Process. Starting with the 2024 Budget, language has been added to express a desire for more community engagement in the budget process.

Under B.3 - Review and Update Nall Park Master Plan, the initial cost estimate has been reduced from \$75,000 to \$45,000, which staff believes is a more reasonable number.

For C.1 - Purchase License Plate Reader (LPR) Cameras for Police Department. This has been changed to include two LPRs. There are two options being presented to the Governing Body. One is to purchase the LPR along with a fixed series of cameras at 51<sup>st</sup> and Roe Boulevard. This will reflect in an increased cost of \$40,500 and an annual cost of \$4,000 to access the program associated with the system. Police Chief Morris said if cost is an issue, his preference would be for the fixed base unit. They would, however, like to test the products and see how they like them.

Mayor Kelly asked, if for the fixed system, they determine it is not a tool they want, is there a resale value? Police Chief Morris said it is a one-time sale. He also added that he has already received two presentations and has a third one coming. He added that the cameras are not cheap but are a good tool that has many options available to it.

Mayor Kelly asked of the \$40,000 how many cars would have the license plate readers. Police Chief Morris said it would be limited to two cars. City Administrator Moody said they would like for the cars to have the cameras and the disadvantage to the pole is that a vehicle has to drive by. If they are in vehicles, the officers have the ability to look for people.

CMBR Faidley stated that Mission Hills is going to be using the system. Police Chief Morris said that Lenexa is installing it as well as KCK. He added that Overland Park is leaning that way as well as Olathe and that most are going in their vehicles as their budgets allow for that.

CMBR Poppa said the ongoing cost of \$4,000 for software is regardless of what system they choose.

Mayor Kelly said he would like to start with using the fixed pole cameras.

CMBR Madigan asked if someone needs to monitor the camera at all times. Police Chief Morris said no, and that the information is sent directly to their vehicles.

There was majority consensus to go with the fixed camera.

Mayor Kelly wanted to go back and address B.4 - Add Artistic Play Structure at Southeast Entryway to R Park. He wanted to know how they were going to fundraise for the \$90,000 cost. City Administrator Moody said they will have a year to fundraise as the play structure is contemplated during the Phase 3 park improvements.

CMBR Raglow she would like Matt Kirby and Matt Lero to make their presentation to the Governing Body as they have done a significant amount of work and believes seeing that presentation would guide the Governing Body into making a more educated decision. Mayor Kelly said he was interested more in the fundraising aspect and not the structure design at this time.

City Administrator Moody said they now have the resources from St. Luke's Hospital for their one percent for art and that could be considered as a resource for the play structure.

CMBR Brauer asked CMBR Raglow if the presentation would contain visuals. CMBR Raglow said it would and the presentation was made to the Parks Committee where it generated a lot of excitement. She noted that they have added ADA features, nets, and stairs to the structure.

Mayor Kelly said he would like to see them consider budgeting for the item themselves, so it doesn't fall on the same people who already have so generously donated to R Park.

## **2. Continued Discussion on Storm Water Utility Options -2022 Objective**

City Administrator Moody provided a comparison of what other cities do in regards to storm water utility options as well as how they apply fees to non-profits. He said if they would like to implement this for 2023, then it must be decided upon to meet the adoption of the budget deadline.

CMBR Faidley asked what is the deadline date and reminded everyone of the importance of the education component. She said if they move forward, they might be better served to go in 2024. City Administrator Moody said they like to have a year for education which would take them into 2024. He added that August is the deadline to notice up any assessments.



CMBR Madigan asked if they were suggesting a starting point of \$70 per residential unit and City Administrator Moody said that is the amount he used.

Mayor Kelly said he appreciates Mr. Moody putting together this comparison. If the City does take on a storm water utility, would staff have a recommendation on exemptions for non-profits based on impervious surface? City Administrator Moody said he would recommend they follow the lead of other cities. He agreed that is not an easy path, but they can fall back on what other cities have done. He said that regardless of their tax status, they have impervious space and are contributing to the storm water need.

Mayor Kelly said as part of the education component they need to reach out to the non-profits, so they understand their economic impact moving forward.

CMBR Madigan said he agreed. He also wanted to make certain that those currently paying a storm water utility fee do not pay extra. City Administrator Moody said there are different options in the presentation and the City would not implement a new fee to someone who has an existing fee.

CMBR Faidley said that local government is not exempt from the fee either.

There was majority consensus to pursue a storm water utility with no exemptions, community education, and not implementing until 2024.

### **3. Follow Up on Information Request Items from Discussion about Roesland Elementary Crossing Guard**

City Administrator Moody said they looked at a number of service contracts for All City and most are for \$21 to \$25 an hour. They have discussed with the Shawnee Mission School District regarding paying for a crossing guard or allowing the City to pay the school directly for the guard. The district said no to both of those options.

Mayor Kelly thanked them for going through the process. He said the big picture is not just having a professional guard but finding ways to implement safety at the school and they need an officer out there. He said they need to take a multi-faceted approach to find creative ways to continue in a partnership with the school.

CMBR Faidley said she would be in favor of continuing to pursue a collaborative approach.

CMBR Rebne added his support and stressed the importance of safety for the kids.

### **4. Executive Session**

**MOTION:** MAYOR KELLY MOVED AND CMBR POPPA SECONDED TO ADJOURN TO EXECUTIVE SESSION UNTIL 8:39 P.M., PURSUANT TO K.S.A. 75-4319(b)(2), TO RECEIVE LEGAL ADVICE FROM THE CITY'S ATTORNEYS REGARDING THE CITY'S EXISTING ORDINANCES AND THE POTENTIAL RAMIFICATIONS OF MODIFYING OR NOT MODIFYING THE EXISTING ORDINANCES BASED UPON THE NEW REQUIREMENTS OF H.B. 2717. (MOTION CARRIED 8-0.)

**MOTION:** MAYOR KELLY MOVED AND CMBR POPPA SECONDED TO CONTINUE THE EXECUTIVE SESSION UNTIL 8:49. (MOTION CARRIED 8-0.)

**MOTION:** MAYOR KELLY MOVED AND CMBR POPPA SECONDED TO CONTINUE THE EXECUTIVE SESSION UNTIL 8:52 P.M. (MOTION CARRIED 8-0.)

#### **5. Executive Session**

**MOTION:** CMBR HILL MOVED AND CMBR DICKENS SECONDED TO ADJOURN TO EXECUTIVE SESSION UNTIL 9:07 P.M., PURSUANT TO K.S.A. 75-4319(b)(2), TO RECEIVE LEGAL ADVICE FROM THE CITY'S ATTORNEYS REGARDING THE EXISTING CONTRACTUAL REQUIREMENTS AND PROPOSED CONTRACTUAL CHANGES WITH SUNFLOWER DEVELOPMENT. (MOTION CARRIED 8-0.)

**MOTION:** CMBR HILL MOVED AND CMBR DICKENS SECONDED TO CONTINUE THE EXECUTIVE SESSION UNTIL 9:21 P.M. (MOTION CARRIED 8-0.)

**MOTION:** CMBR HILL MOVED AND CMBR DICKENS SECONDED TO CONTINUE THE EXECUTIVE SESSION UNTIL 9:31 P.M. (MOTION CARRIED 8-0.)

#### **6. Executive Session**

**MOTION:** CMBR DICKENS MOVED AND CMBR POPPA SECONDED TO ADJOURN TO EXECUTIVE SESSION UNTIL 9:37 P.M., FOR THE CITY ADMINISTRATOR MID-YEAR REVIEW PURSUANT TO THE NON-ELECTED PERSONNEL MATTER EXCEPTION, K.S.A. 75-4319(b)(1). (MOTION CARRIED 8-0.)

**MOTION:** CMBR DICKENS MOVED AND CMBR POPPA SECONDED TO CONTINUE THE EXECUTIVE SESSION UNTIL 9:42 P.M. (MOTION CARRIED 8-0.)

### **III. COMMITTEE MINUTES**

*There were no items discussed.*

### **IV. ADJOURN**

(Roeland Park Governing Body Workshop Adjourned at 9:43 p.m.)

**Item Number:** DISCUSSION ITEMS- II.-1.  
**Committee** 5/16/2022  
**Meeting Date:**



**City of Roeland Park**  
Action Item Summary

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Date: 5/12/2022  
Submitted By: Kate Raglow  
Committee/Department: Admin.  
Title: **Additional Information on 2023 Play Sculpture Objective - 10 min**  
Item Type: Discussion

**Recommendation:**

**Additional information requested on the Play Sculpture objective for 2023.**

**Details:**

Staff has confirmed with the Consultants working with the City on the playground replacement for Phase 3 at R Park that any play feature such as the sculpture contemplated in the objective will require fall protection and that the design should accompany approval by a Certified Playground Safety Inspector. Staff has made contact with a CPSI certified professional and reviewed with them the draft proposal for the sculpture. They work in a consulting capacity on such projects regularly and recommend engaging the the designer at the conceptual stage (which is where we currently stand). They are available to provide consulting services at a rate of \$190/hr. Confluence did not have a CPSI person on staff.

As mentioned previously, \$76,000 of art funds were recently received by the City from Embree. This objective was submitted prior to those resources becoming available. Those funds could be earmarked for this project by Council.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description

Type



# Some Thoughts On The Mighty Bike

Once upon a time, not that long ago, I took part in a brainstorming session at the behest of some new friends considering the possibilities of some then-yet-to-be-determined Objet-De-Ort that could add further and complimentary sizzle to an already very cool space. The very cool space was described as a teaching park for children learning the rules of traffic and safety when riding those emblematic and deeply representative symbols of childhood itself: Bicycles.

After some ruminations about the usual idea-fields where the green grass of concepts flourish, there came a wise suggestion from horizons near which propelled thinking on the issue into an new and magical realm: This structure should be something that kids, yea the target audience, would be invited aboard, there to invent freely in that region of archetypal contentment and all possibilities, the precincts of the imagination.

As an interactive play structure, the project would encourage exactly the kinds of qualities we wish for in children as they adventure forth, becoming civic individuals, learning the values of procedure and rules, alongside creative play and imaginative problem-solving. Y'know, climbing stuff!

And then it dropped out of the sky.--This is a bicycle-themed park, howabout a giant bicycle? But the question loomed, what manner of same? A fantastical one, a banana-seat wheelie bike, larger than life, jet powered, with wings, room for passengers, compartments, a giant paper-route-basket balcony, and exploration tools like a telescope, a listing horn, a decoder wheel. Straight out of the pages of a three-ring-binder notebook, the way kids draw them, but this one became real.



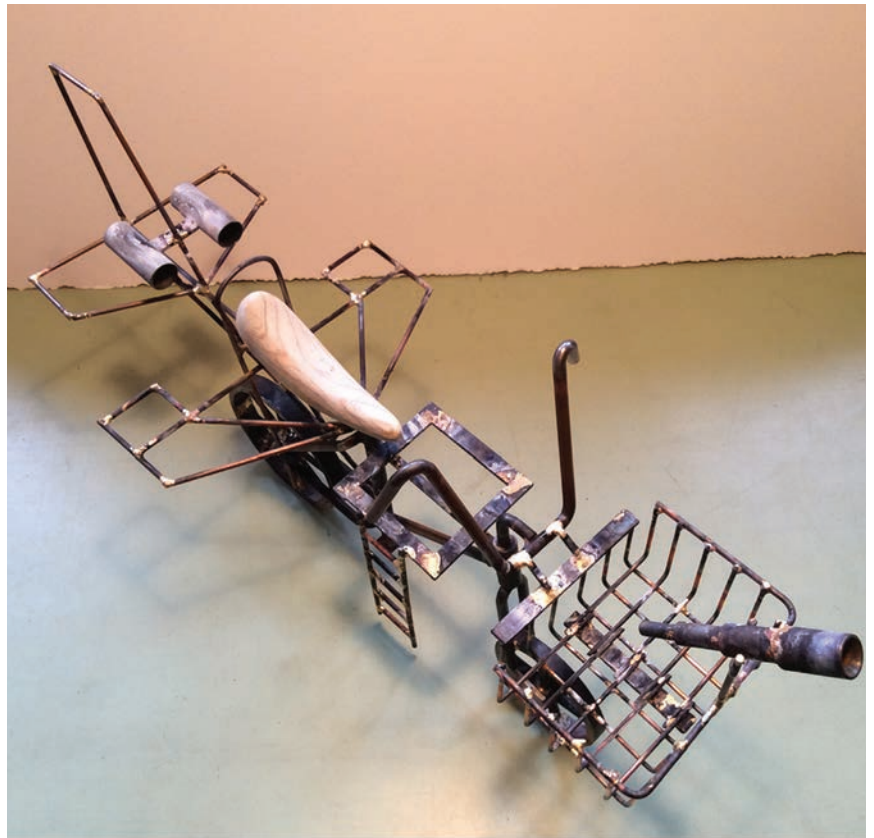
How? Some breakdown in the Quantum Field Super-Positional Suspension Bridge of Disbelief? The fortunate by-product of some Matter/Anti-What's-The Matter Reaction? Not entirely certain at this point, but we're pretty sure that there is a back-story.

In the meantime, the very real-world concerns of safety and low-maintenance durability are being addressed, as well as access and inclusivity in the forms and associated visual elements.

The direct-fabricated model in brazed steel rod and standard cross-sections is designed specifically to scale-up well in standard steel shapes with a few custom bends of tubing and rod, all to be hot-dip-galvanized for superior weatherability. High traffic areas are protected by durable tread materials, and attached rope structures present ample grab points. Certain accessories and play widgets are specified in stainless steel for weatherability of bearing surfaces.

As the design process continues, with the heroic contributions of Matt Lero, we welcome input and suggestions to further increase the magic.

Many Thanks.      –Matt Kirby





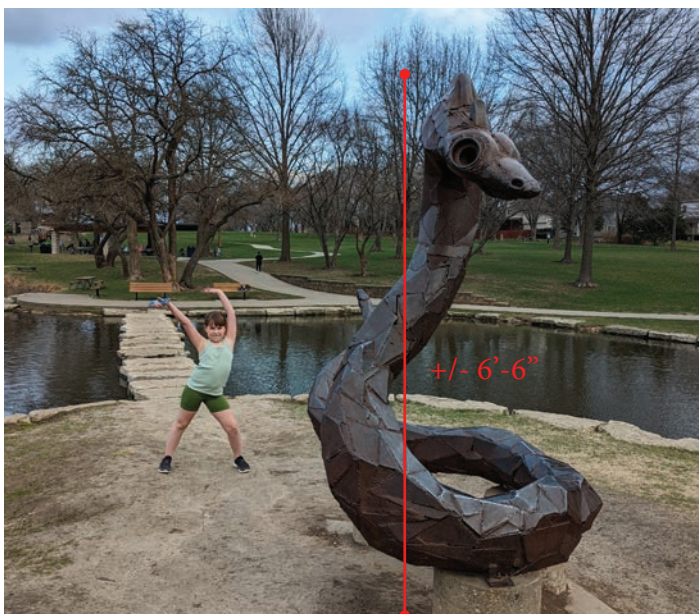
# Climbing Structures Exploring



Meadowbrook Park



So-Ko-Par Trails Park



Roanoke Park

Brookside Triangle Park





## Details We Like Exploring

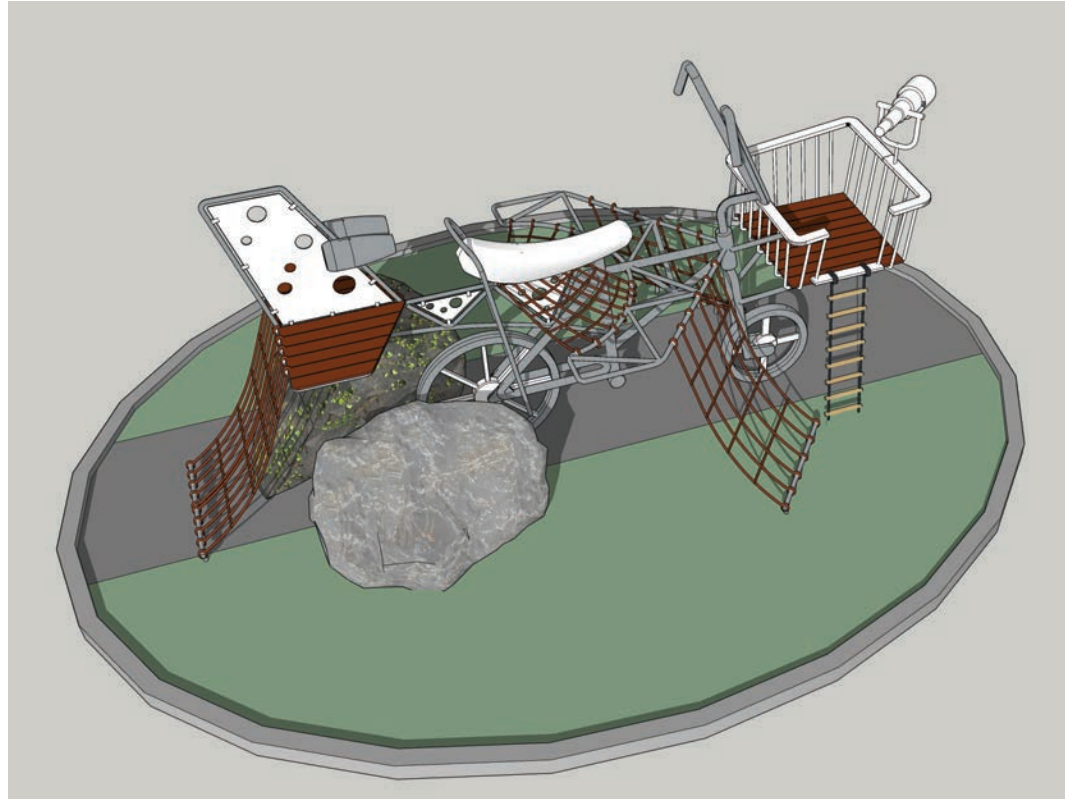




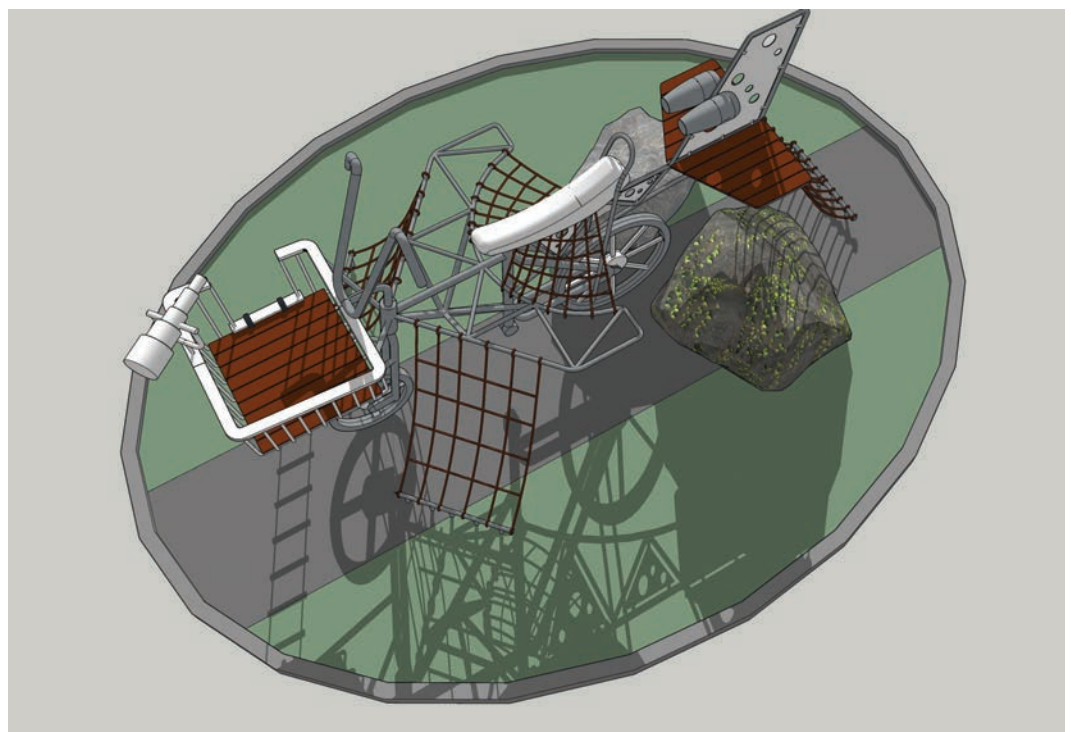
# It Becomes More Real 3d Renderings 1

Starting with the conceptual sculpture we added several elements to make it more visually appealing, easily accessible and safer for children. It was important to keep the clarity of the structure so added elements were a different color, texture or material. These include HDPE panels with a CNC routed pattern, composite wood decking and rope or net elements. We also wanted to create something that allowed for more flexible play rather than something very prescriptive.

We added a pair of boulders to reduce the relative height of the tail portion without introducing another structure to the composition

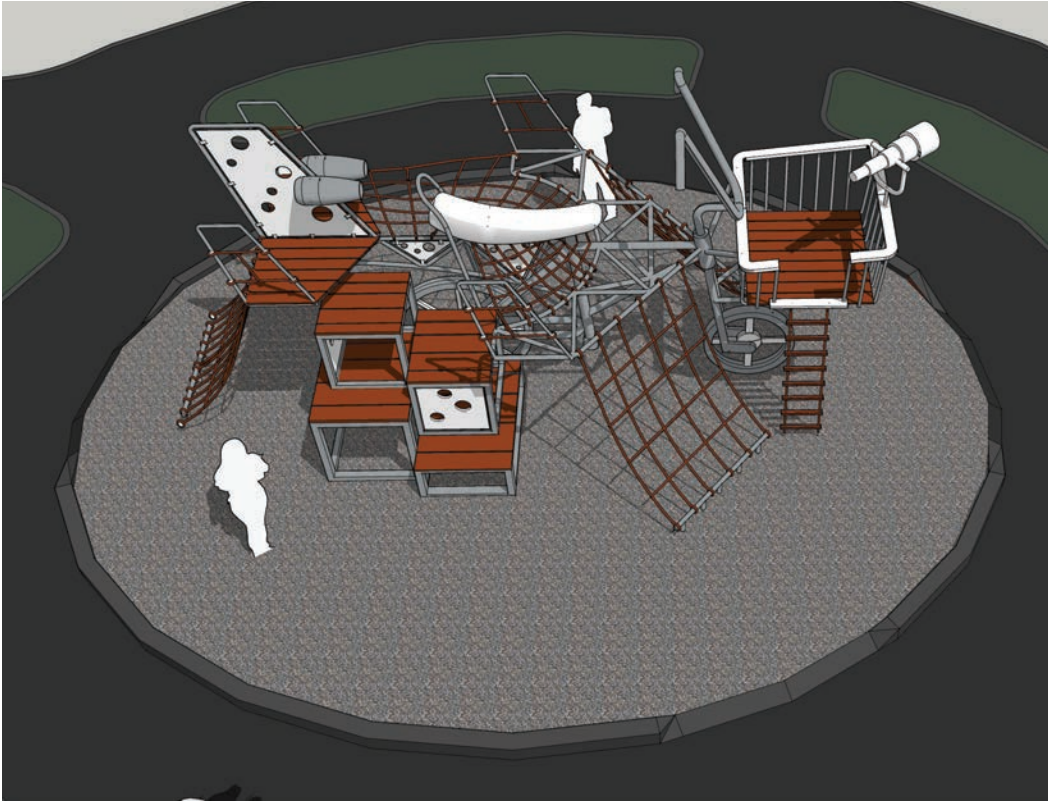


Climbing nets on the front and the back give children a path to the seat. A rope net element between the seat and the wings surrounds it. The struts and braceing of the wings would also act like monkey bars.

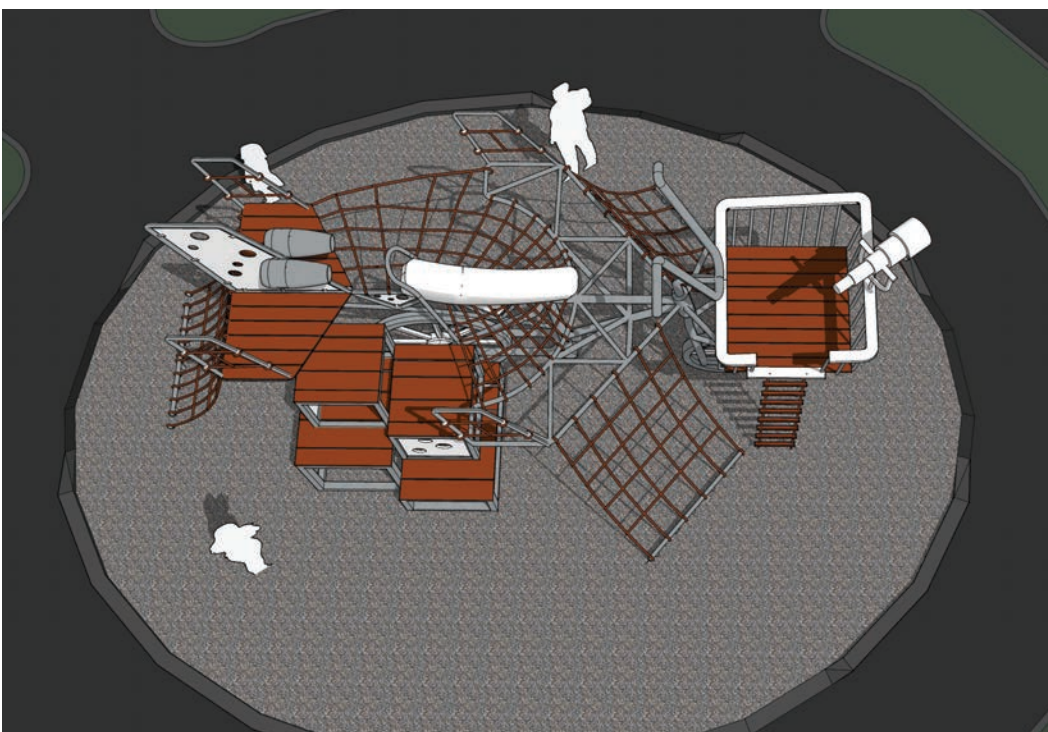


## It Becomes Even More Real 3d Renderings 2

With some early feedback on the previous design and after visiting several parks in the metro area we made some revisions and arrived at the current design. We were surprised to see that even in commercial play structures there were taller elements that encourage adventurous play and allow for a perceived sense of danger. While we think all ages could enjoy this we've designed it to be used by 5-12 year olds which is similar to the intended age range of many of the example play structures.



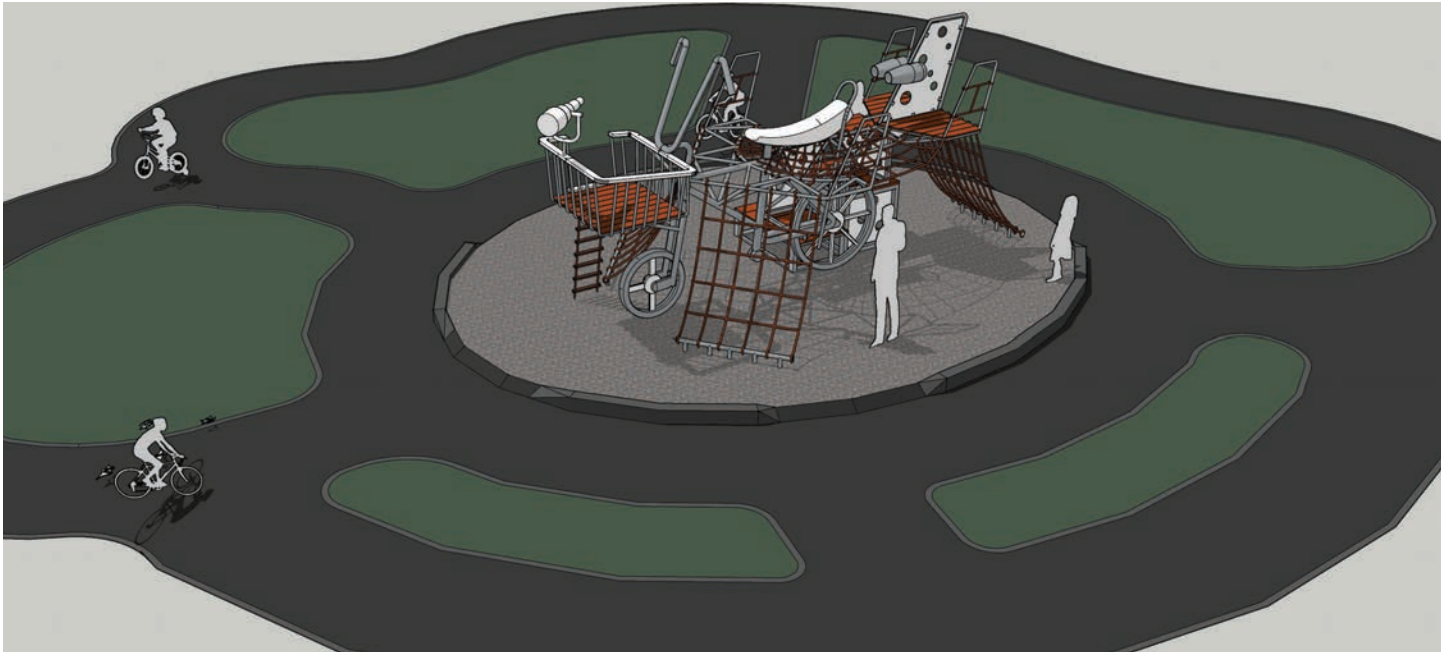
The boulders were replaced with a series of box-like structures. These would encourage climbing by creating “steps” up to the wing and tail. They would also reduce the fall height and provide another opportunity for play.



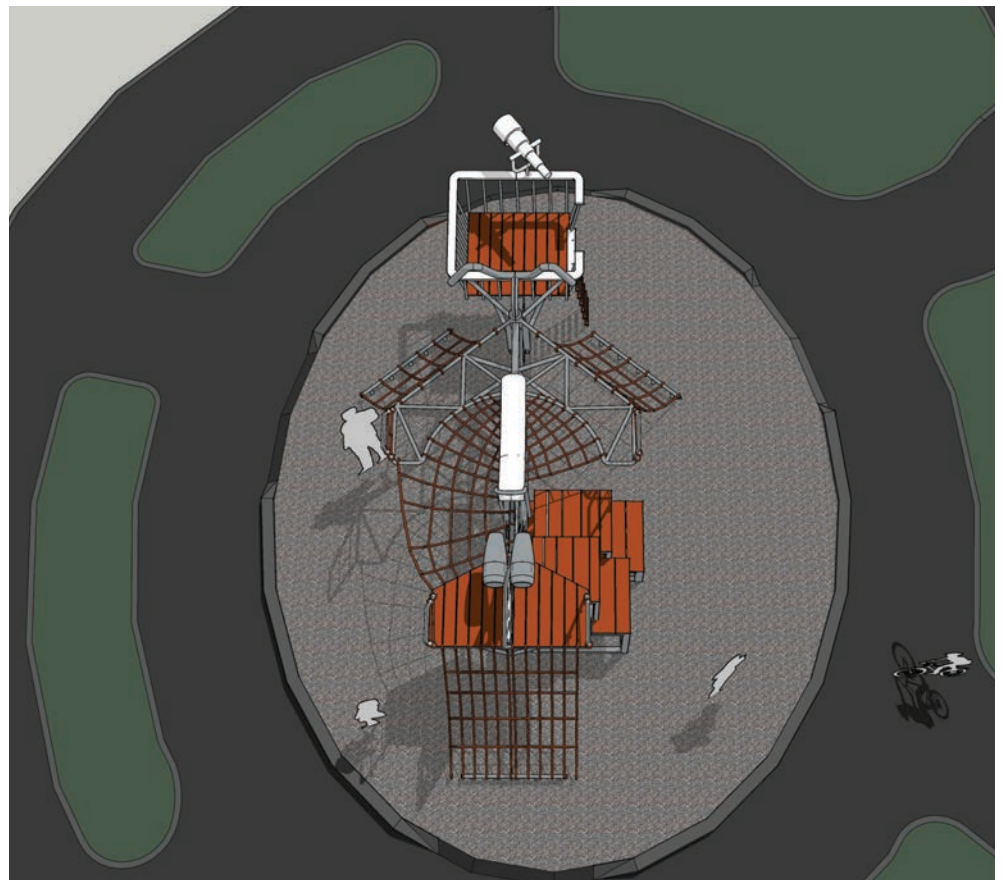
An additional net element was added opposite the boxes to give another route to move along the length of the structure. Winglets added at the tail and the wing give users a stable resting spot and also help in the climb up from the net.



## Once More with Context 3d Renderings 3

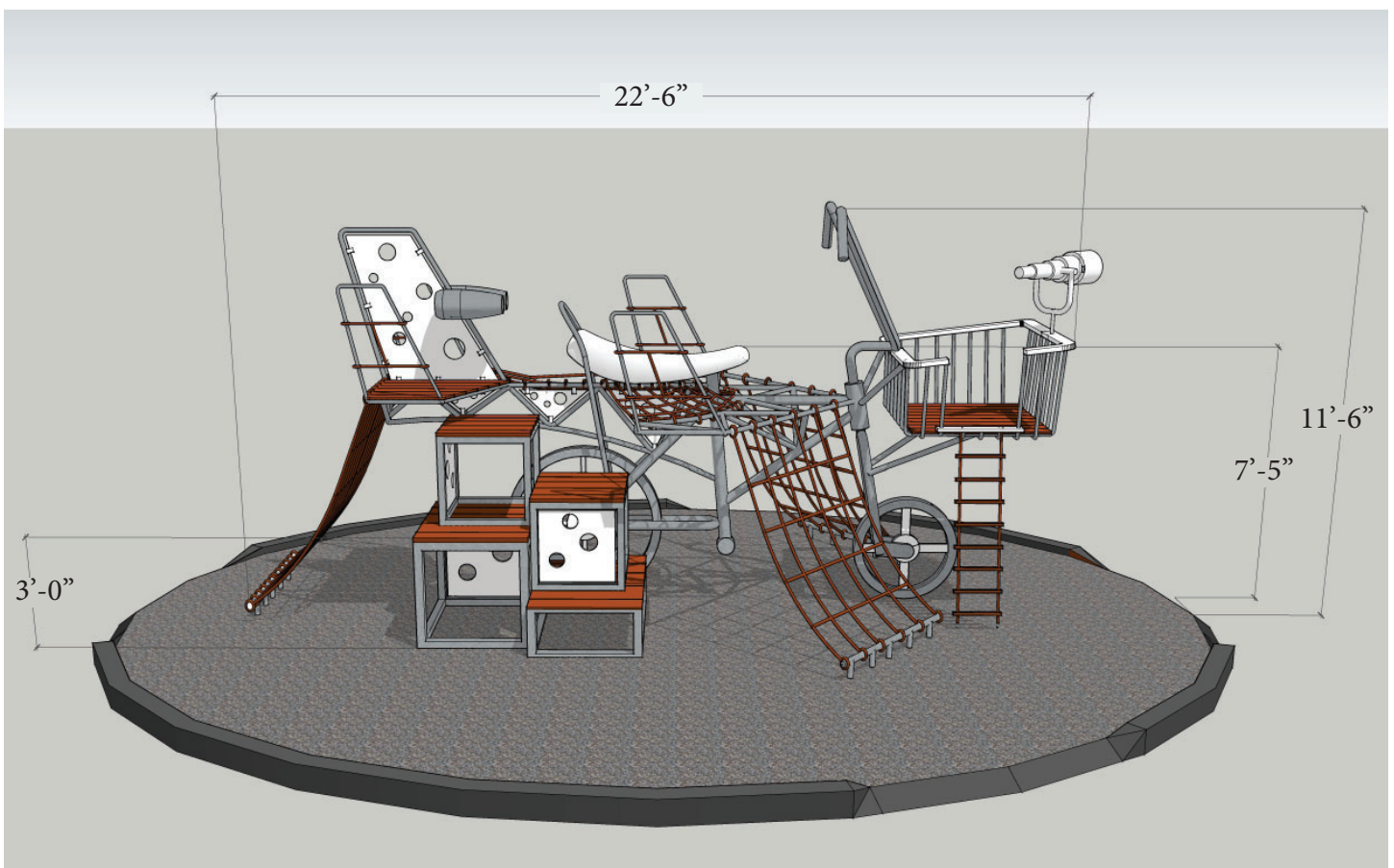
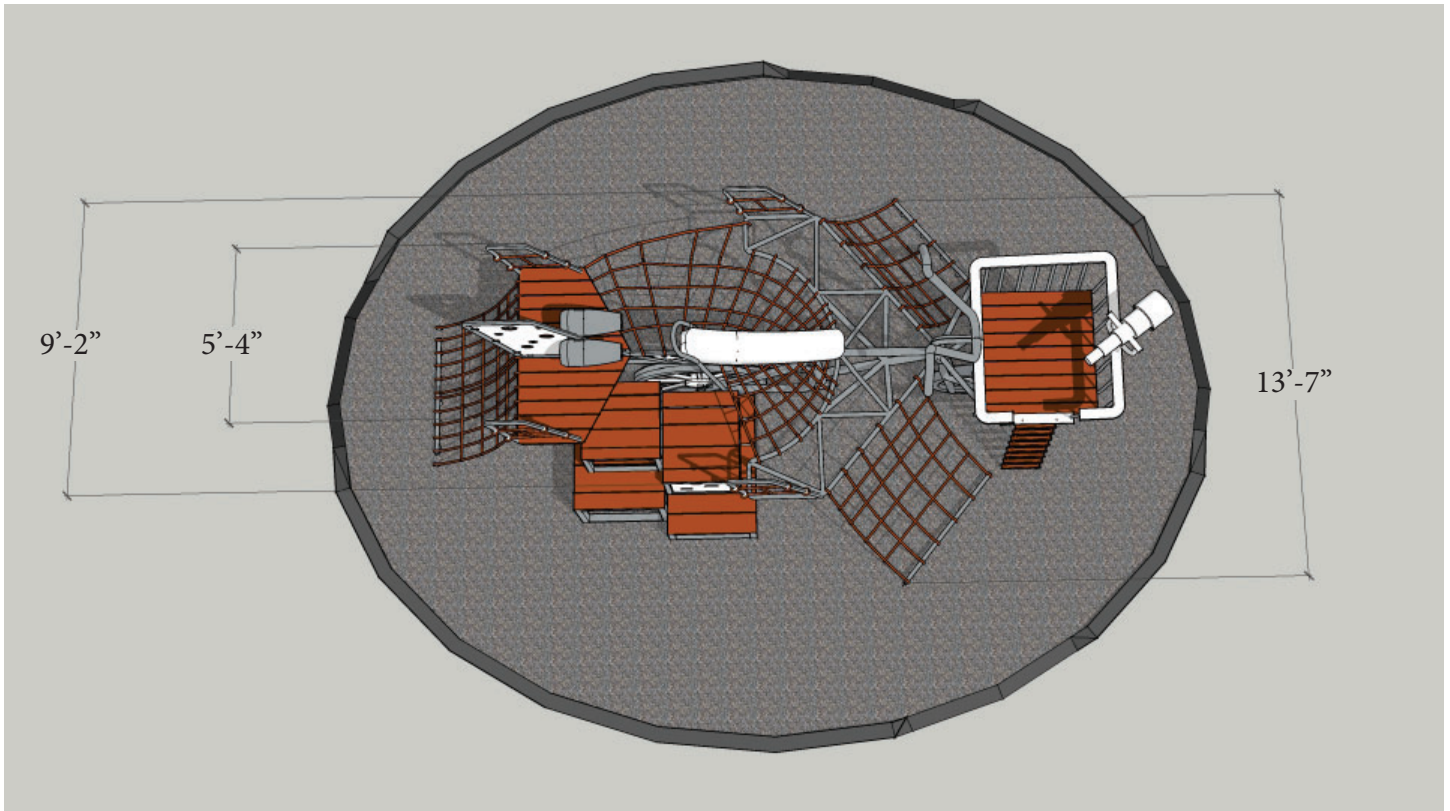


Viewed as part of a larger element the structure is visually interesting enough to draw people in even with a commercial play ground structure nearby. The material choices allow the “bike-ness” to remain and link it to the surrounding bike streets. It is both a piece of art and a climbing structure and will be a fantastic addition to the part.



An aerial view shows the multiple paths of travel over the structure to reach the seat and also clearly shows the crow's nest which is the other main destination. Giving users a high perch and access to elements like the kaleidoscope installed there.

# How Big is it? 3d Renderings 4



**Item Number:** DISCUSSION ITEMS- II.-2.  
**Committee** 5/16/2022  
**Meeting Date:**



## **City of Roeland Park**

### Action Item Summary

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**Date:** 5/12/2022  
**Submitted By:** Keith Moody  
**Committee/Department:** Admin.  
**Title:** **2023 Budget - Review Primary Revenues, Discuss Mill Rate, Review Fund Reserves, Review Outstanding Debt, Review Personnel Assumptions - 45 min**  
**Item Type:** Presentation

#### **Recommendation:**

**Staff will review the primary revenues, mill rate, fund balances, debt service and personnel assumptions employed in developing the 2023 budget. Discussion and direction concerning assumptions are welcome.**

#### **Details:**

The attached presentation provides historic and comparative data for the City's primary revenues sources. This data is used to develop revised 2022 projections as well as projections for 2023 through 2025 budget figures.

A history of the mill levy is provided. Staff will discuss the proposed mill levy reflecting Council's intent to add curbside glass recycling service and cover that new on-going operating expense out of the General Fund.

The historic and projected ending fund balances are also reviewed for each fund, pointing out the primary revenue for each fund as well as noting the purpose of the fund and any material economic impacts anticipated upon the fund for the next 3 years.

A review of the City's outstanding debt and annual debt service requirements is provided.


Finally, assumptions related to employee benefit costs and wages are addressed. Employment Cost indexes and Cost of Living indexes which serve as a basis for these assumptions are reviewed as are Roeland Park's historical changes in these costs along with comparisons to neighboring communities.

This step in the budget development process is intended to provide the Governing Body a macro view of the budget before our next step which looks at the micro level (line item budget).

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

Description		Type
	2023 Budget Review of Primary Revenues-Fund Balances-Debt Service-Personnel	Cover Memo



# REVENUE TRENDS, FUND BALANCE & PERSONNEL REVIEW

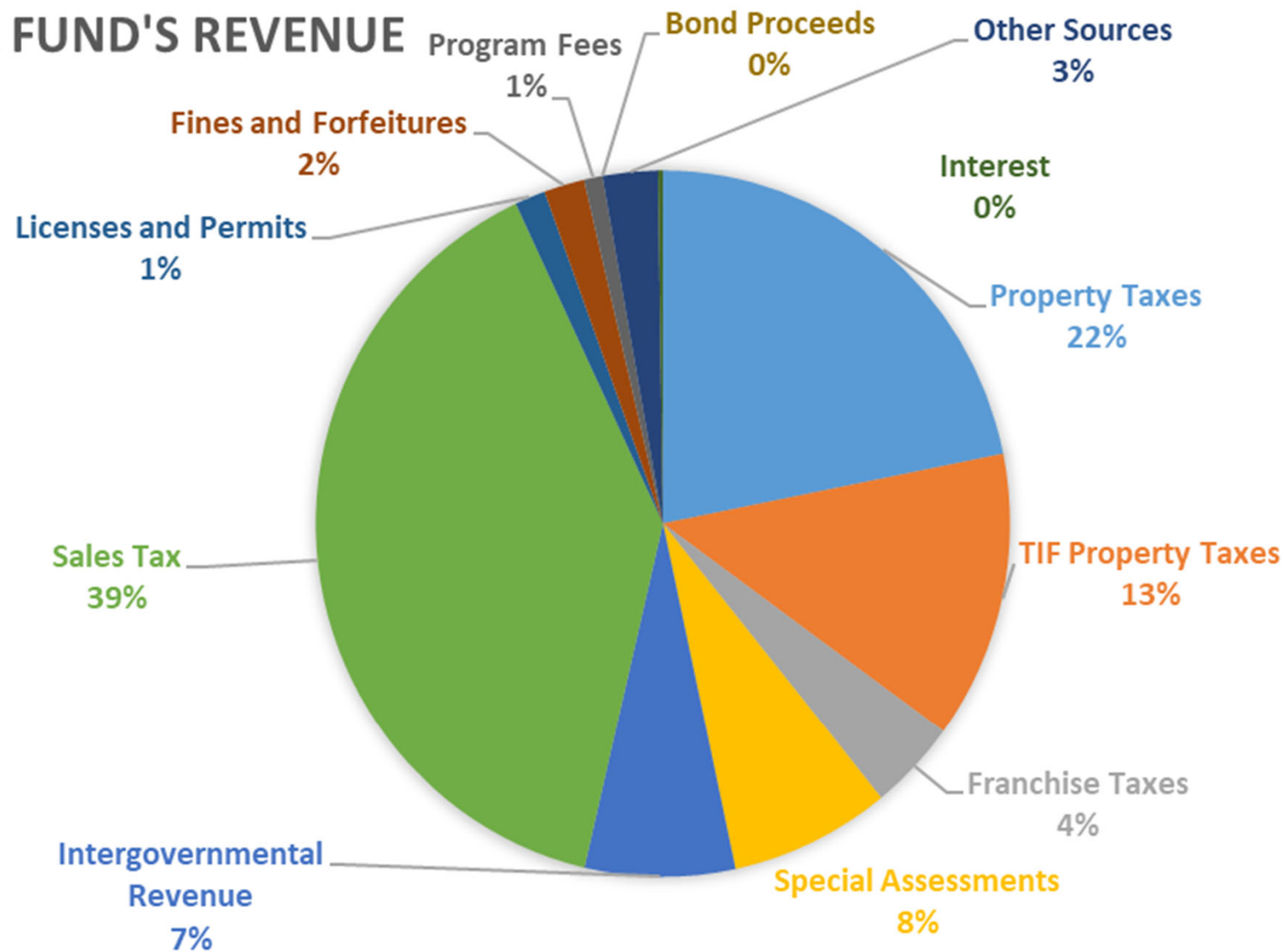
2023 BUDGET

## 2023 PRELIMINARY BUDGET ESTIMATE ASSUMPTIONS

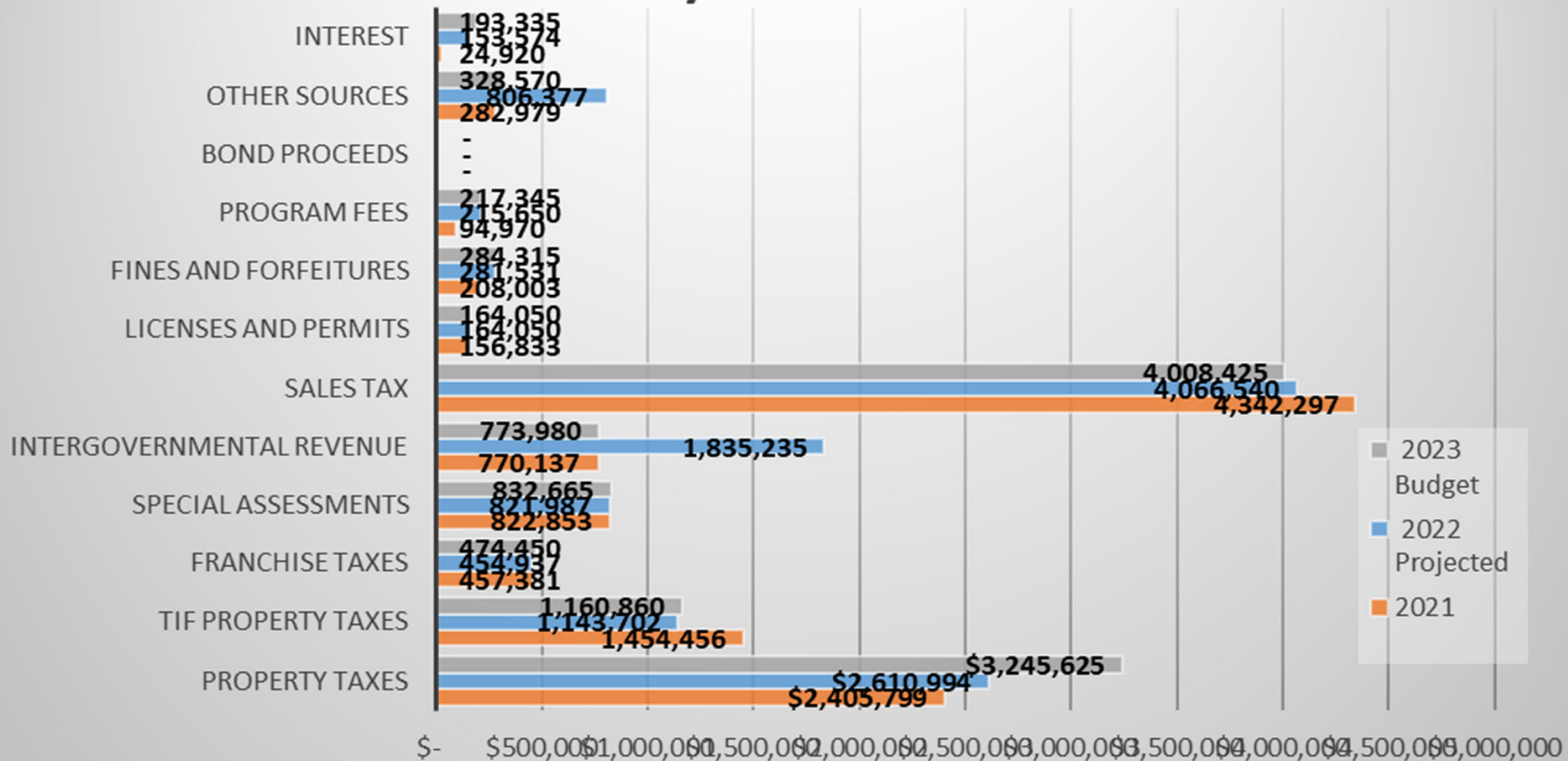
- Based upon Council's workshop discussions concerning curbside glass recycling, staff has reflected a once a month curbside glass collection service cost (\$103k) in the solid waste department with NO part of that cost being recovered through the solid waste assessment. This new service equates to 1 mill in the property tax levy each year starting in 2023.
- A .55 mill reduction has been reflected in the General Fund levy.
- Combined these two items equate to 1.55 mills. If the glass recycling service expense was included in the solid waste assessment a 1.55 mill reduction would be possible.



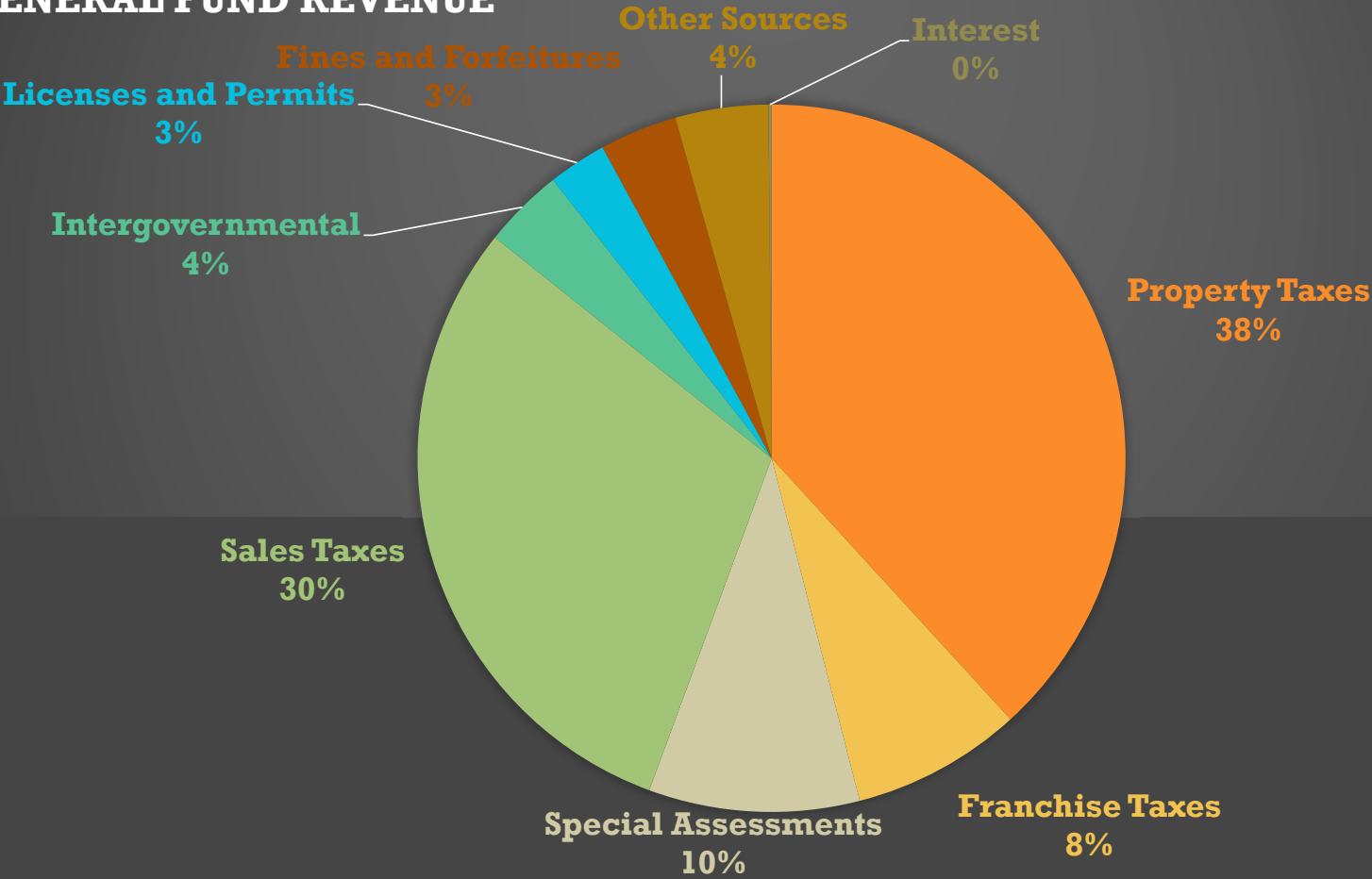
## 2021 ALL FUND'S REVENUE



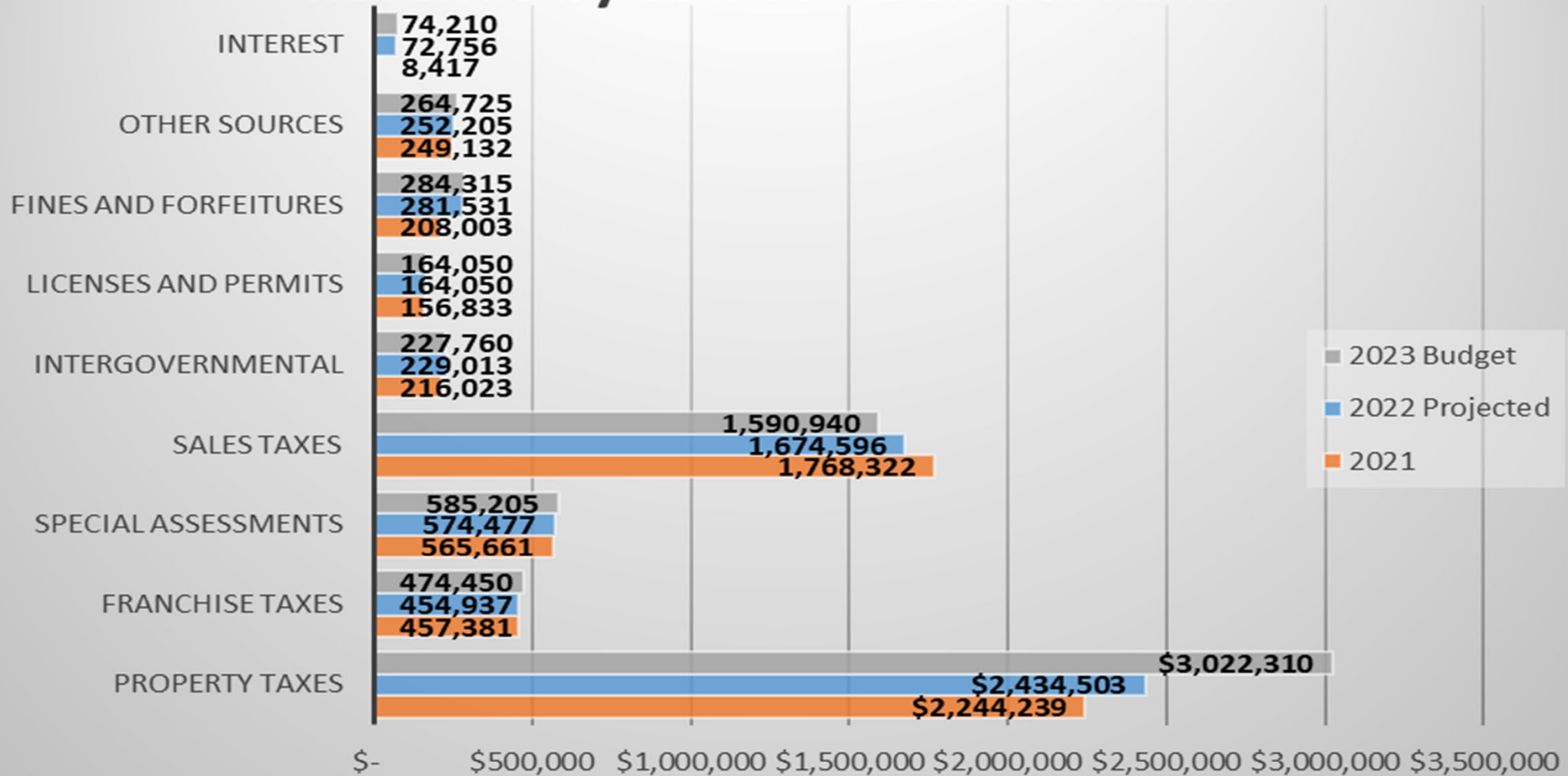
## 2021 Actual, 2022 Projected & 2023 Budgeted Revenue by Source - All Funds



2021 GENERAL FUND REVENUE



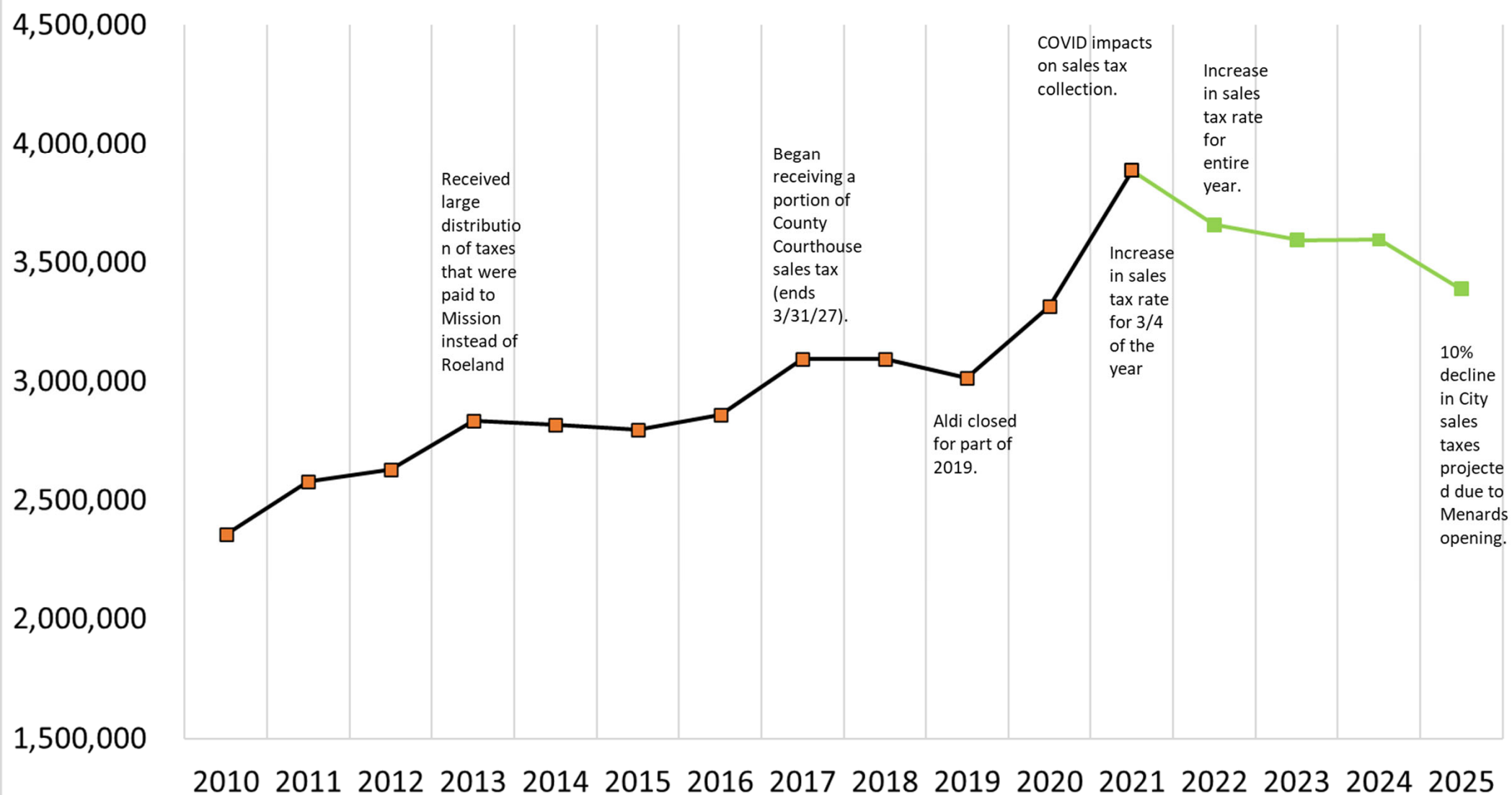
## 2021 Actual, 2022 Projected & 2023 Budgeted Revenue by Source - General Fund



## SALES AND USE TAX

- Sales tax constituted 39% of all revenues and 30% of General Fund revenues in 2021.
- The City began receiving its share of the County Courthouse tax in 2017 which brings in roughly \$160k each year. This revenue is being used to fund capital projects; it sunsets 3/31/27.
- The increase in the City's capital improvement sales tax from .25% to .5% is reflected in the 2021 actuals, 2022 projected and 2023 budget numbers.
- From 2009-2019, average change in sales tax has been +3% annually. The 2018 and 2019 sales taxes declined by 1% and 3% respectively. 2020 & 21 were not included in the calculation due to the unusual impact that COVID has had on sales tax in those years.
- We do not expect the elevated sales tax collections driven by COVID to be sustained. There for the sales tax estimates for 2022 through 2024 are anticipated do decline.
- A 10% decline in sales City sales tax collections is anticipated in 2025 when Menards is projected to open.

## Total City/County Sales & Use Tax by Year

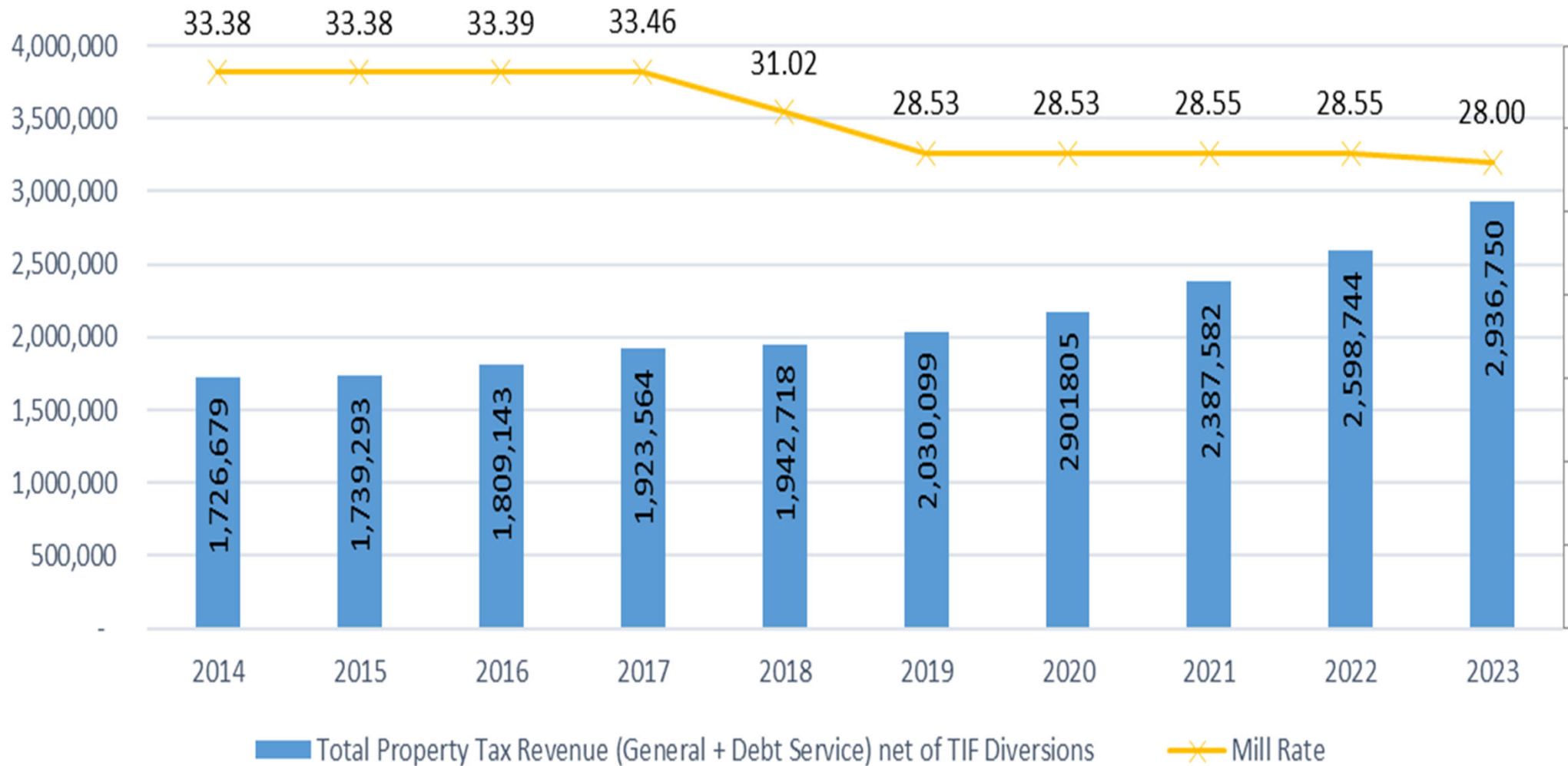




## REAL ESTATE PROPERTY TAX

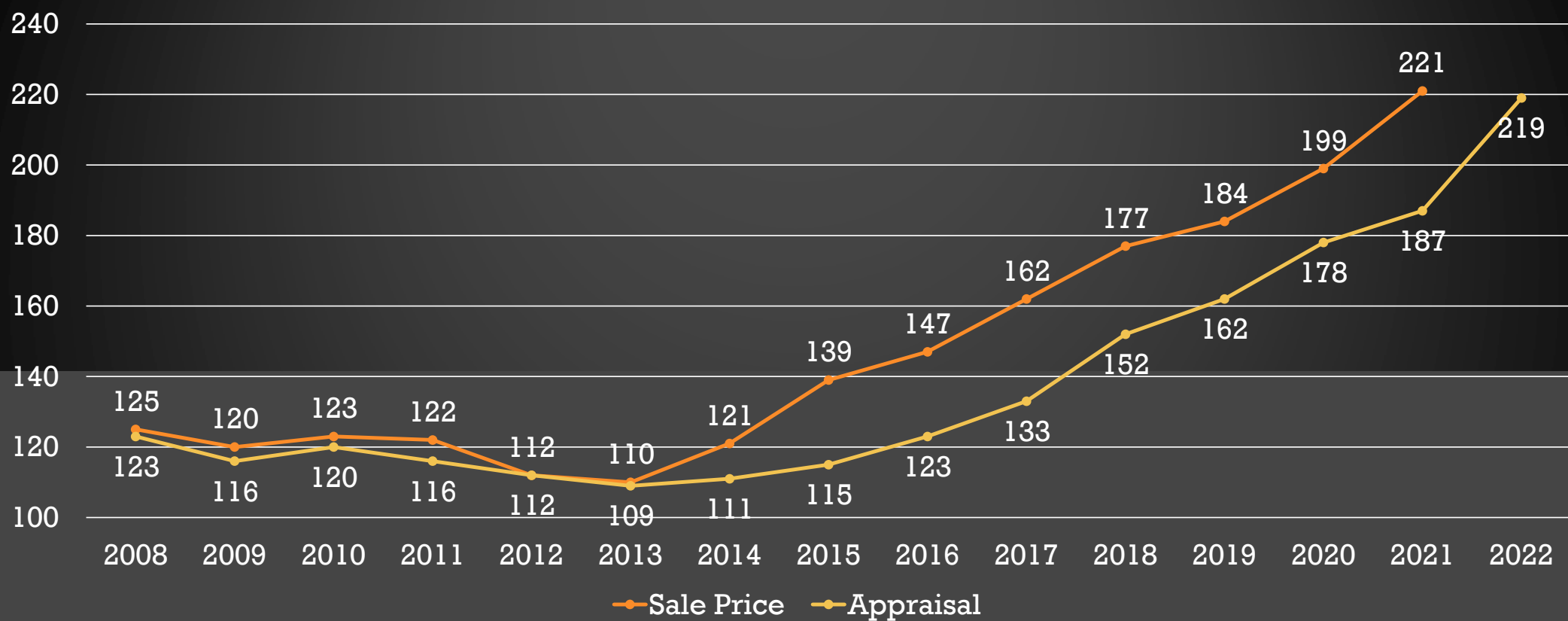
- Property taxes comprised 22% of total revenues and 38% of General Fund revenues in 2021.
- Roughly half of all property tax receipts are remitted to the City in Q1 and the other half are remitted in Q3.
- Between 2014 and 2023, the City's assessed value (taxable value) has grown an average of 10% annually (which is unprecedented. The 2022 mill of 28.548 is lower than the 2014 mill of 33.379. The net impact of these two key components used to calculate property tax revenues equates to an annual growth in property tax revenues net of TIF captured property taxes of 7.2%.
- The following chart reflects this history of mill and property tax revenues net of TIF captured property taxes.
- Appraised values increased 14% overall (commercial and residential combined) between 2021 and 2022 (for the 2023 budget).

## Property Tax Revenues and Mill - History and Projection





## SINGLE FAMILY APPRAISED VALUE VS. SALE PRICE PER SQ FOOT IN ROELAND PARK



- The gap between sale price per square foot and appraised value per square foot was nearly erased in 2022. This contributes to the higher than normal growth (14%) in the City's total taxable value the past year.

## SB 13 SUMMARY

- Repeals the property tax lid law effective 1/1/2021
- Establishes notice and public hearing requirements for entities seeking to collect property tax in excess of the “revenue-neutral” rate
- Revenue-Neutral Rate = the tax rate for the current tax year that would generate the same amount of property tax revenue as levied the previous tax year, using the current tax year’s total assessed valuation
- Prohibits valuation increases resulting solely from normal maintenance of existing structures
- Expands the allowed acceptance of partial payments or payment plans for property taxes

## “REVENUE-NEUTRAL” RATE FISCAL IMPACT

2022 Total Assessed Value- Final	\$	102,758,817
2022 Mill Rate- Total		28.548
2022 Total Property Taxes Levied	\$	2,902,756
2023 Total Assessed Value- as of 2-13-22	\$	117,240,422
Less: Value Due to New Construction	\$	289,225
Equals Re-Assessed Value of Properties Existing in 2021	\$	116,951,197
Property Tax Neutral Mill Rate for Properties Existing in 2021		25.198
Estimated 2023 Total Property Tax Levied Using Tax Neutral Mill Rate	\$	2,903,215
Difference in Total Property Tax Levied Between 2022 and 2023 assuming Tax Neutral Mill Rate Employed	\$	459
Percent Change Between 2022 and 2023 Levied Property Taxes		0.016%
Property Tax Revenues Forgone if Tax Neutral Mill Employed vs 2022 Mill	\$	393,560
Property Tax Revenue per 1 Mill	\$	117,240

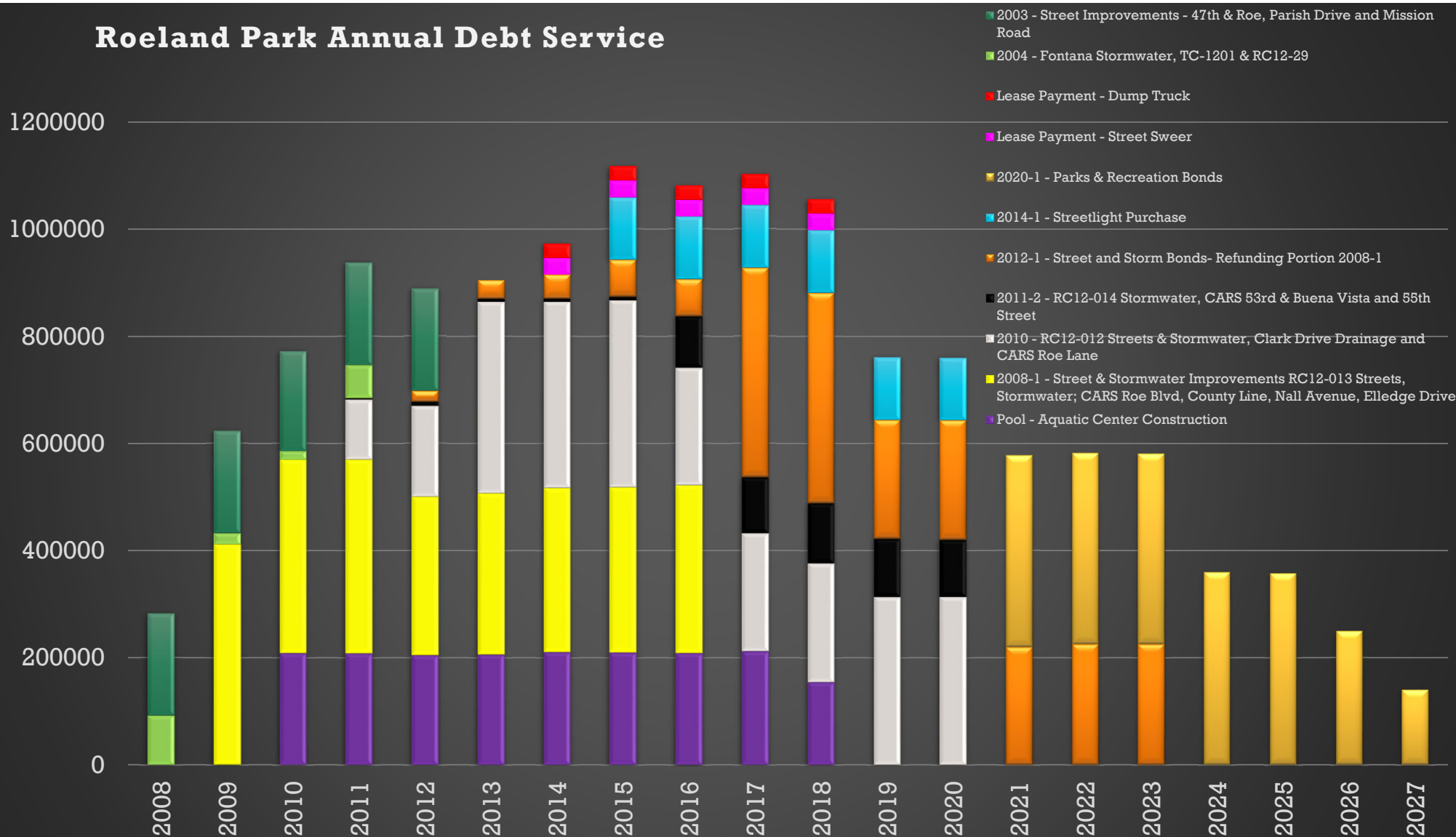
## SHORT COMINGS OF A REVENUE NEUTRAL PHILOSOPHY

- Assessed values have historically risen and a property tax funding methodology relies upon that historical growth to generate additional revenue to offset inflationary increases in expense. If a tax neutral philosophy is employed no new property tax revenue will be available to offset increasing costs eventually resulting in services being reduced or eliminated and assets falling into disrepair.
- If a revenue neutral philosophy were also applied to user fees such as pool memberships or solid waste assessments this would result in greater need for tax subsidy for these services as costs increase, further compounding the fiscal impact of a property tax neutral philosophy.
- The total cost of living for each of our Roeland Park families is 2.7% below the metro average. Roeland Park property taxes for that family only make up 7.3% of the family's total cost.

## VARIABLES INFLUENCING THE DECISION TO INCREASE THE MILL BETWEEN 2011 AND 2014

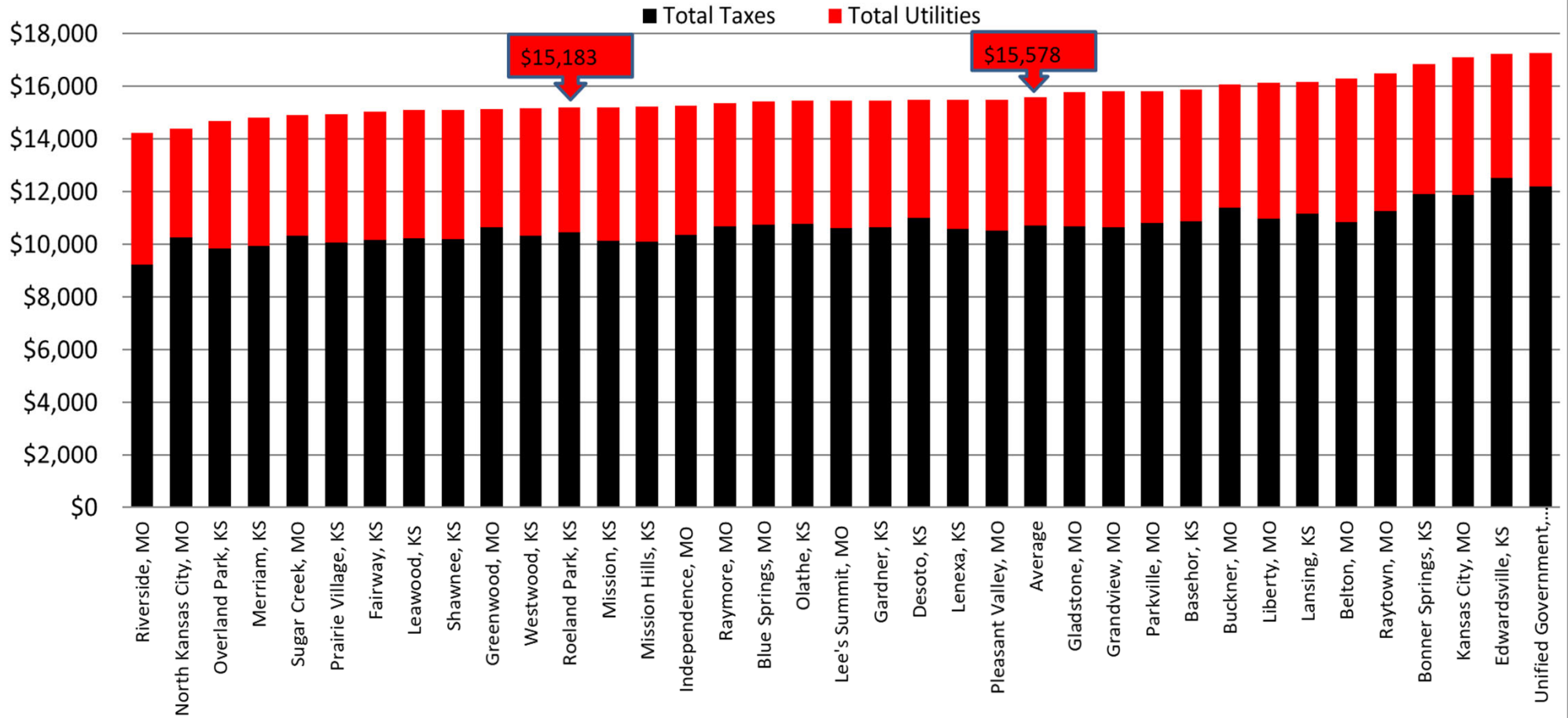
- The City was seeing unprecedented declines in the assessed value (5 out of 6 years) with values remaining depressed for an unprecedented period (it took 9 years for assessed values to return to the 2008 level).
- The City was faced with increasing debt service costs between 2008 and 2015 due to the City adding 7 new borrowings (in 7 years). 3 new leases were added in 2014 (dump trucks, street sweeper, streetlight purchase).
- The City was faced with the potential loss of Walmart with an estimated overall annual loss of revenue equal to roughly \$700k (or 11.8 mill) for the initially two years following their move and then equalizing at roughly \$400k (or 6.75 mill). (The 5 mill reduction implemented in 2018 and 2019 equated to a \$400k reduction in property taxes at that time).
- The City deferred capital investment through 2015 (creating a backlog), cut staffing levels, cut staff benefits, provided no or very minimal pay adjustments for 5 years, and added debt through equipment leases. All of these are common techniques employed when faced with financial challenges. Staff levels and benefit levels remain as reduced; they have not been restored.
- All these variables and changes influenced the amount the mill was adjusted.

## Roeland Park Annual Debt Service

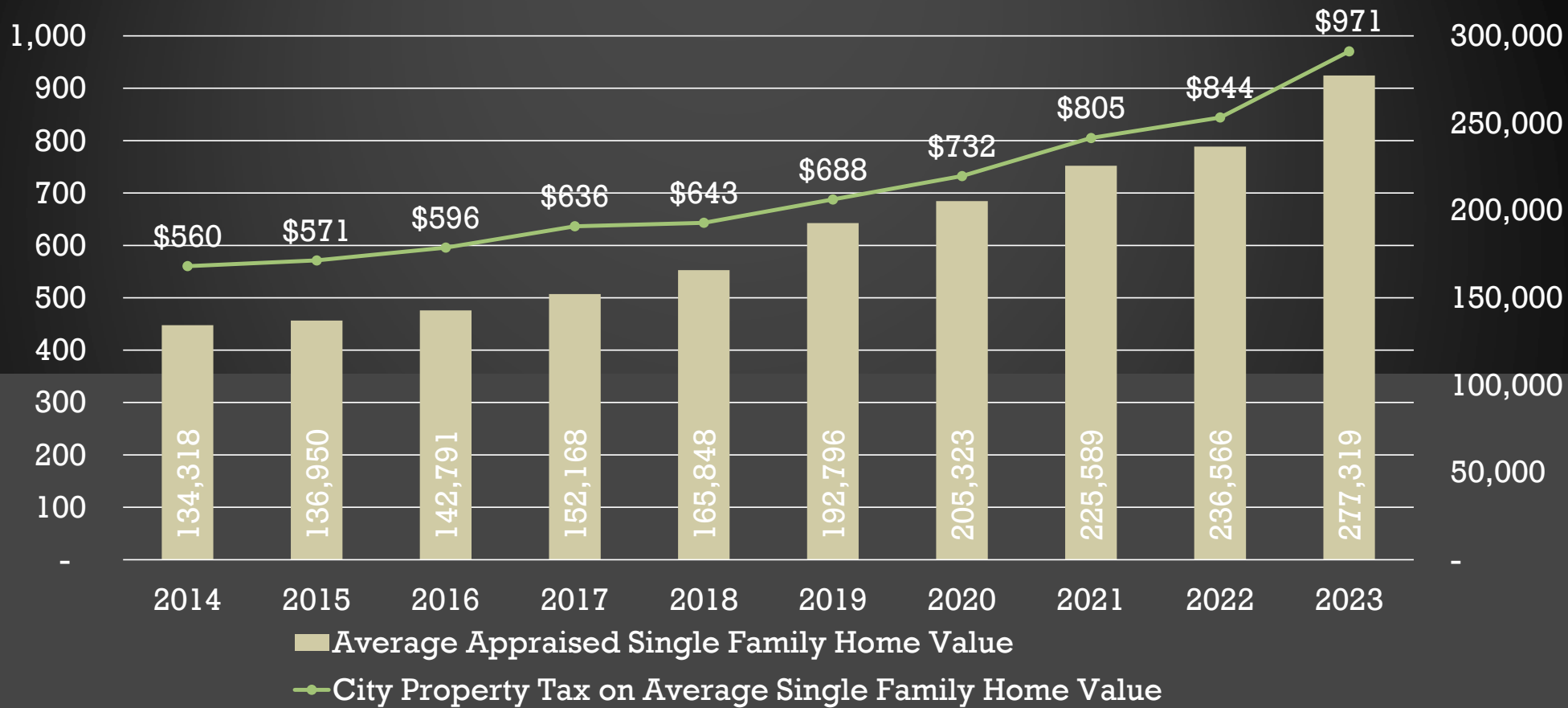




## Total Single Family Cost 2020- Cities Within 20 Mile Radius of Roeland Park



## City Property Tax on Average Single Family Home Value



- In 2018 and 2019 the mill was reduced 2.5 mill in each year
- 1 mill equates to \$34.66 in property tax on the most recent Average Appraised Home Value



## COMPARISON OF MILL AND PROPERTY TAX PER CAPITA FOR JOCO CITIES

City	Population (2020 Census)	2021 Assessed Value (2022 Budget)	2021 Mill Levy (2022 Budget)	Value of 1 Mill	Property Tax Per Capita
Gardner	23,287	\$230,554,082	21	\$230,554	205
Spring Hill	7,952	\$71,946,864	27	\$71,947	247
Overland Park	197,238	\$4,039,572,410	14	\$4,039,572	278
Mission	9,954	\$172,481,966	17	\$172,482	295
Olathe	141,290	\$2,109,517,230	23	\$2,109,517	339
Prairie Village	22,957	\$469,256,976	19	\$469,257	395
Shawnee	67,311	\$1,010,429,496	27	\$1,010,429	398
Westwood	1,750	\$32,911,074	21	\$32,911	401
Roeland Park	6,871	\$96,815,053	29	\$96,815	402
<b>Average</b>	<b>37,292</b>	<b>\$753,894,417</b>	<b>24</b>	<b>\$706,777</b>	<b>513</b>
Fairway	4,170	\$109,409,376	20	\$109,409	523
Merriam	11,098	\$214,304,483	28	\$214,304	532
De Soto	6,118	\$85,787,538	38	\$85,788	537
Lenexa	57,434	\$1,343,837,356	29	\$1,343,837	684
Leawood	33,902	\$1,065,534,162	25	\$1,065,534	778
Edgerton	1,748	\$51,803,718	30	\$51,804	900
Mission Hills	3,594	\$204,265,252	23	\$204,265	1,294

RP's total property tax on a per capita basis is 22% below the JOCO average. This is the case even though our mill is among the highest in JOCO due to 75% of our land area being residential. Commercial properties pay 217% more property tax on each appraised dollar of value than residential properties. If RP had more commercial land use the property taxes generated per capita would be higher and this would allow for a lower mill levy.

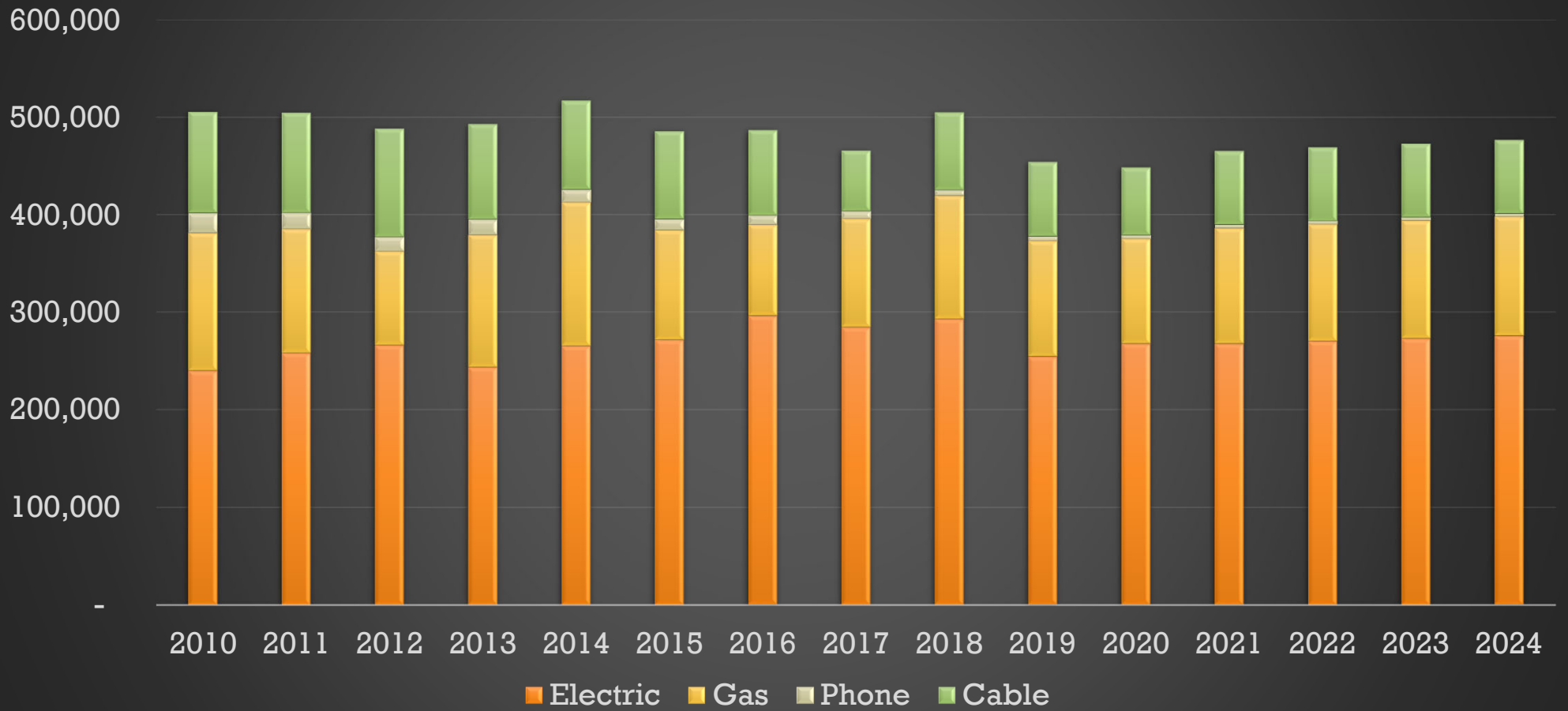
## FRANCHISE FEES- OVERVIEW

- Franchise fees made up 4% of all revenues and 8% of General Fund revenues in 2020
- Franchise fees are collected at a rate of 5% for electric, phone, gas, and cable
- Cable receipts are remitted quarterly while the others are remitted monthly one to two months after they are collected
- Since 2008 franchise fees in aggregate have remained relatively stable. Removing the electric outlier in 2019, the long-term rate of change has been - 2%. However, variations year-over-year can be significant due to a hot summer (impacts electric), a cold winter (impacts gas), or changes in natural gas prices (impacts both electric and gas).

## FRANCHISE FEES- PROJECTIONS

- Each franchise fee uses a different forecasting method based on historical trends and judgmental techniques based on current knowledge.
- **Electric** – Saw a 13% decrease in 2019 due to refunds. Rates were also reduced that year. 2021 was a normal year and we are projecting 2022 fees to be approximately 1% higher than 2021. 1% growth is projected for 2023 and remaining out years.
- **Gas** – Is more difficult to predict as the price of the commodity fluctuates year to year. Half of total fees are usually collected in the first quarter of the year. 2022 Q1 gas franchise fee collection equals 54% of annual budget. For consistency, a 1% increase is projected in 2023 and subsequent years.
- **Phone** – Anticipate a continued decline in landline use. Long-term annual change has been -14% which is what we're projecting in 2022, out years are projected with a 5% decline.
- **Cable** – Projecting a leveling out. 2022 projected to be equal to 2021 actual and remain at that level in out years.

## Franchise Fee Revenues - Collections and Projections

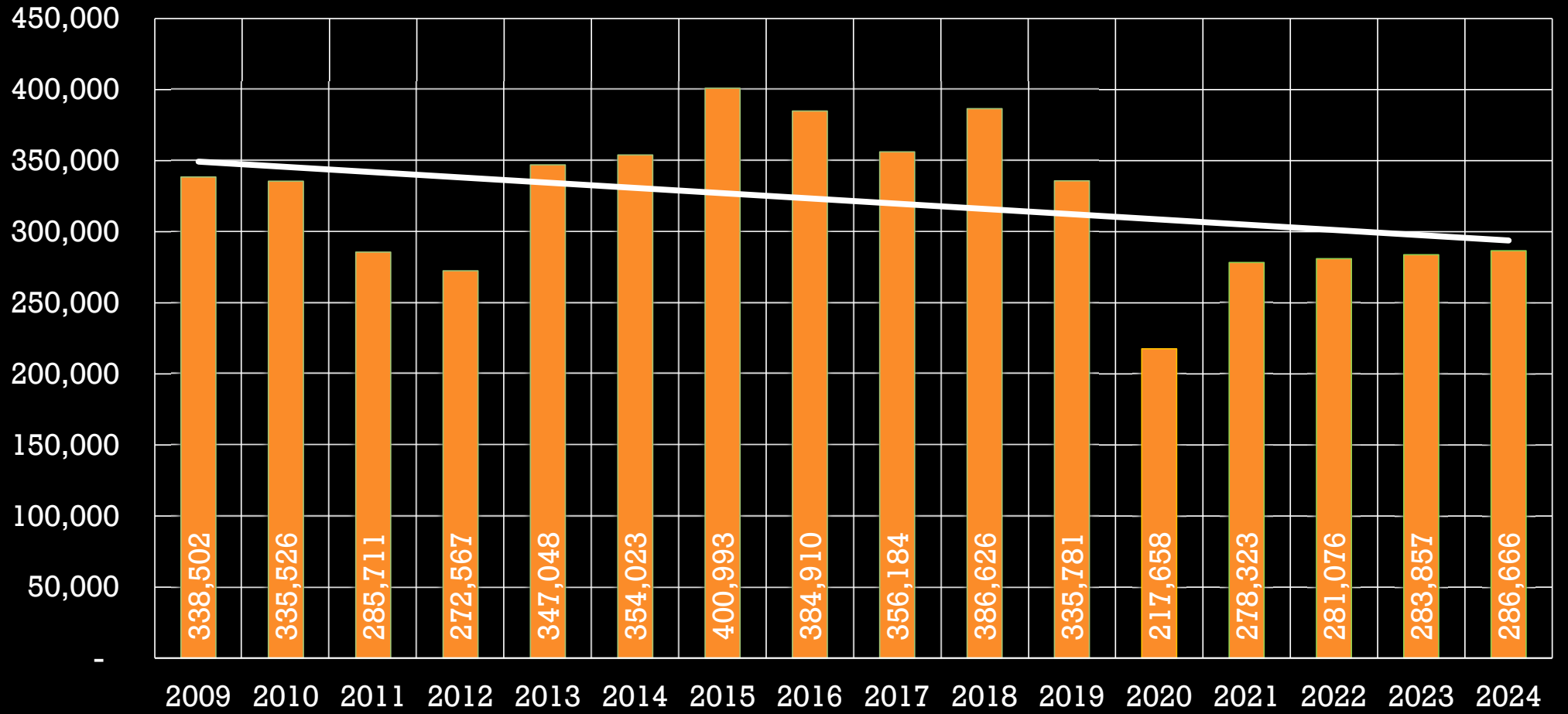




## COURT REVENUE

- Court revenues comprised 2% of all revenues and about 4% of General fund revenues in 2021.
- Revenues include court fines, court costs imposed by the City, bond forfeitures and state fees.
- Revenues can go down if we have significant officer vacancies during the year, this has contributed to fluctuations in several years.
- The spike in 2015 revenues was a result of an increase in the fine schedule, followed by a decrease in that fine schedule in 2016 and again in the 4<sup>th</sup> Quarter of 2020. 2020 revenues were also impacted by reduced citations related to covid.
- 2022 Fines are projected to be 25% lower than 2018 actuals (most recent normal year) to account for the fine reductions put in place the 4<sup>th</sup> quarter of 2020. 1% annual growth is projected in out years.

## Court Fines and Fees



# RESERVES & OUTSTANDING DEBT

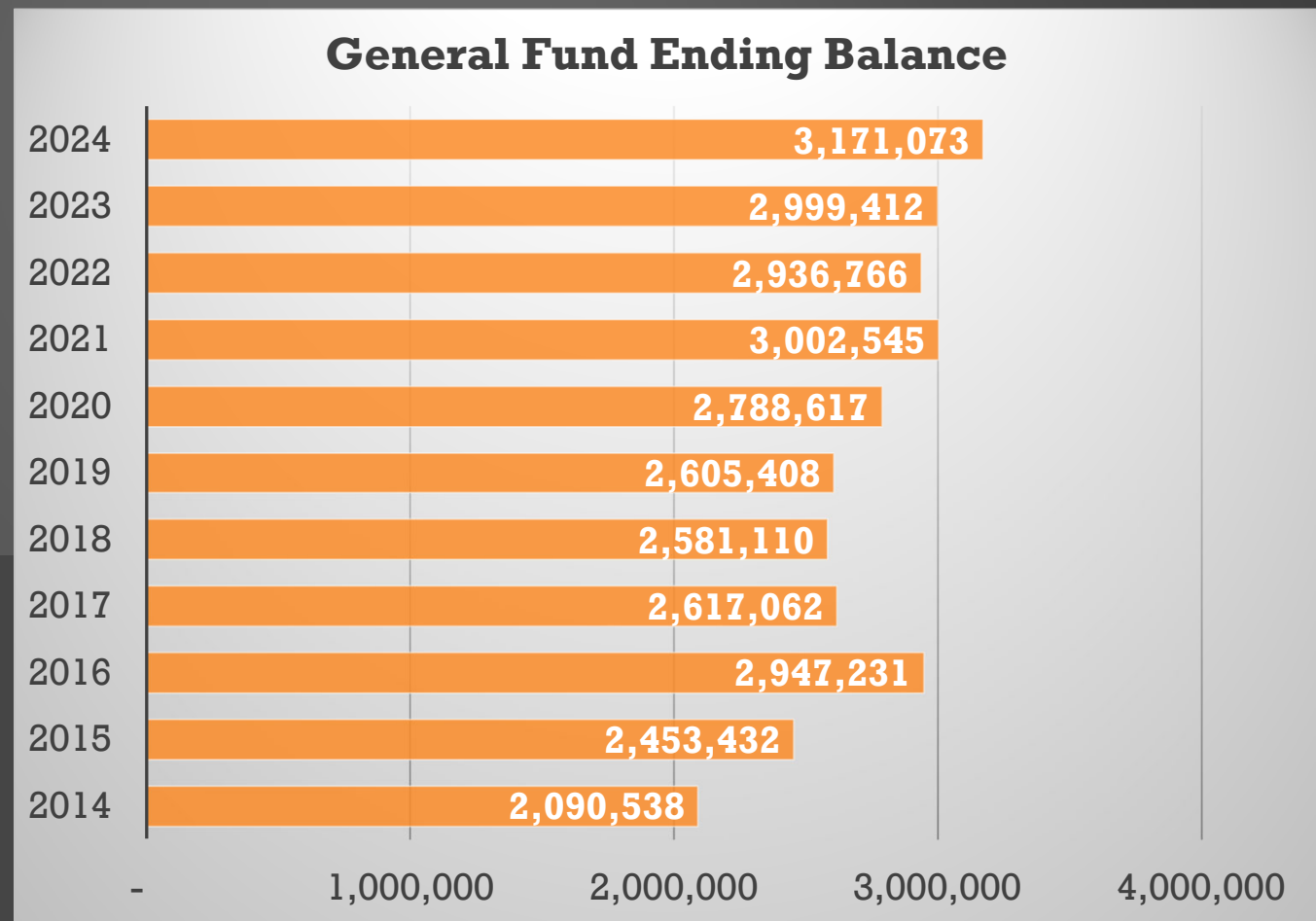
## Fund Balances - All Funds Available for City Appropriation





# GENERAL FUND

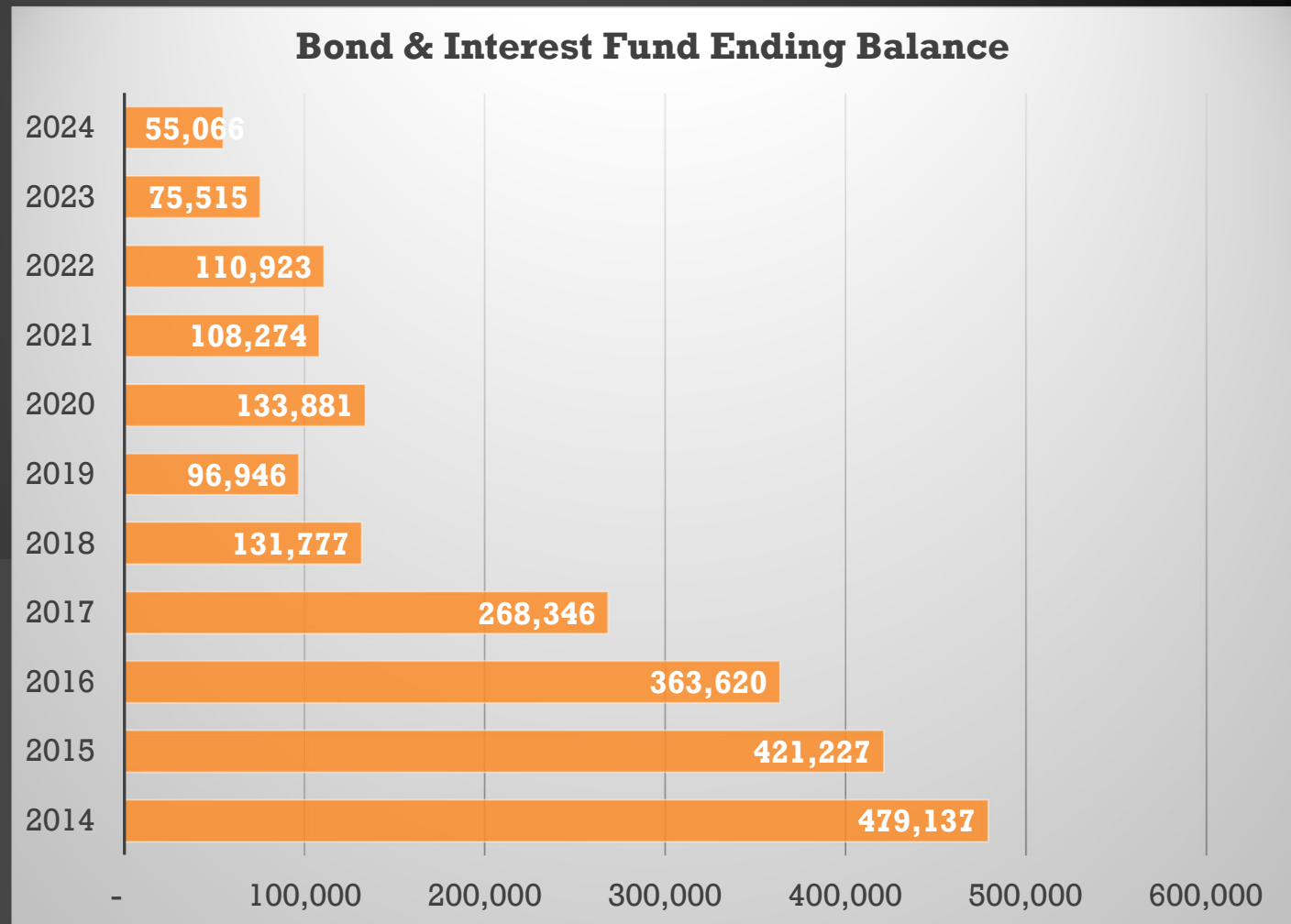
- 26.632 of the 28.548 mill rate is accounted for in the General Fund.
- Balance to meet two requirements 1) 25% of Operating Expenditures, 2) \$1.41 million for significant/sustained decrease in sales taxes
- Resources in excess of the two components are used for capital improvements, principally transferred to the Special Infrastructure Fund.



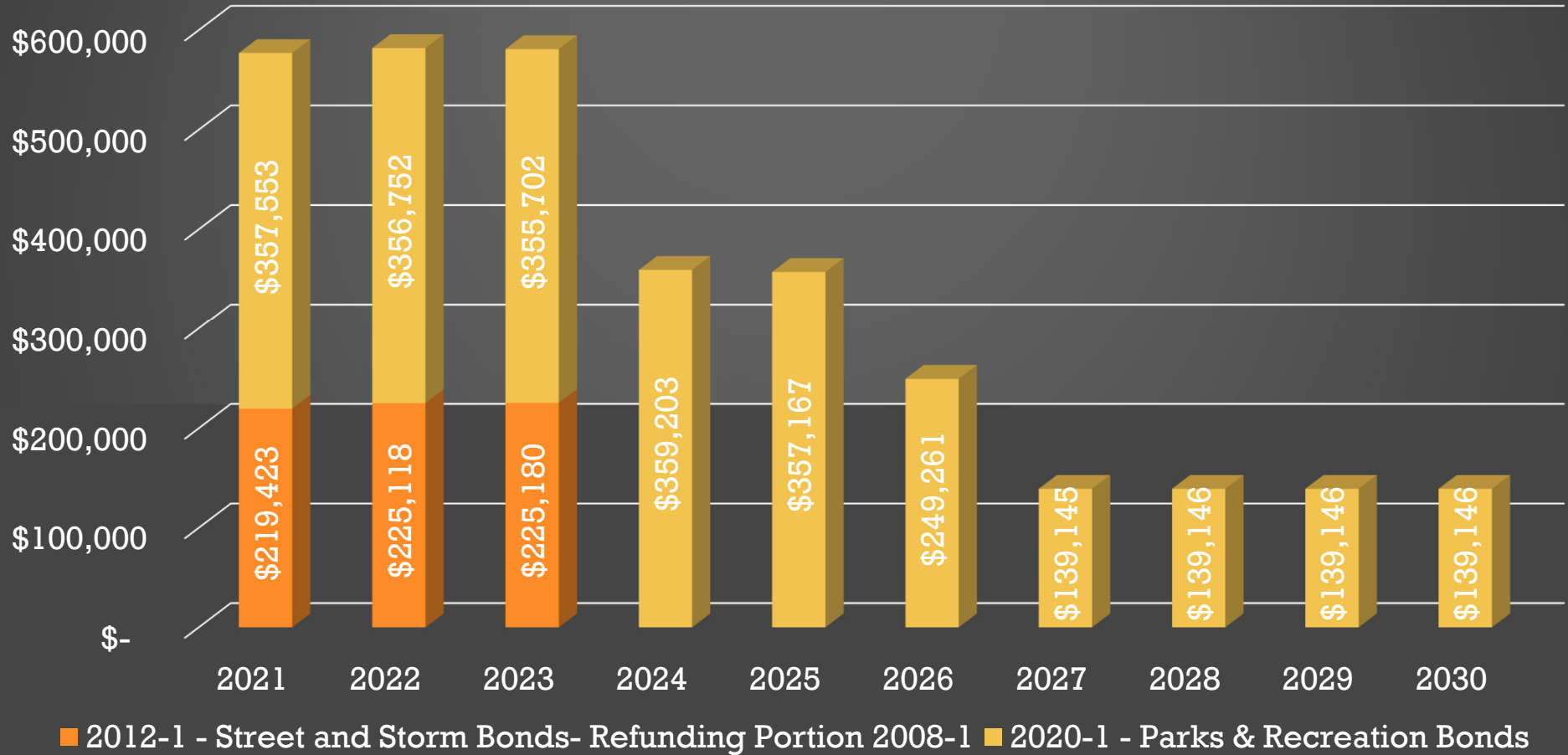
# BOND & INTEREST FUND

## Primary Revenue Sources:

- Transfer from 27A, ½ cent sales tax
- Property taxes – 1.916 of the 28.531 mill rate is accounted for in the Debt Service Fund
- Special Assessments for storm water projects



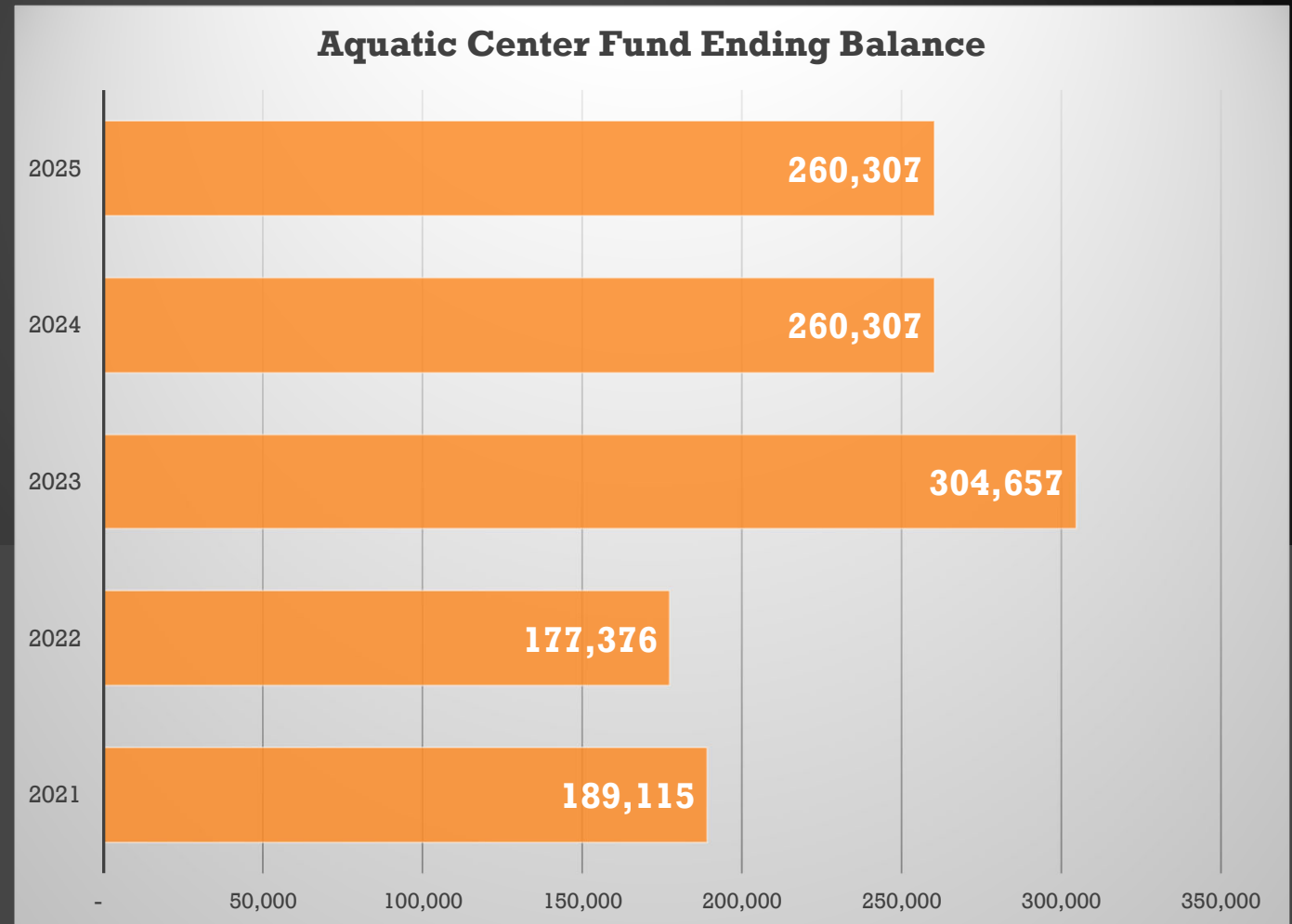
## Roeland Park Annual Debt Service



# AQUATIC CENTER FUND

## Primary Revenue Sources:

- Member and admission fees- \$152k
- Transfers in from the General Fund to cover operating loss- \$200k
- Transfers in from the General Fund to cover capital investments- varies



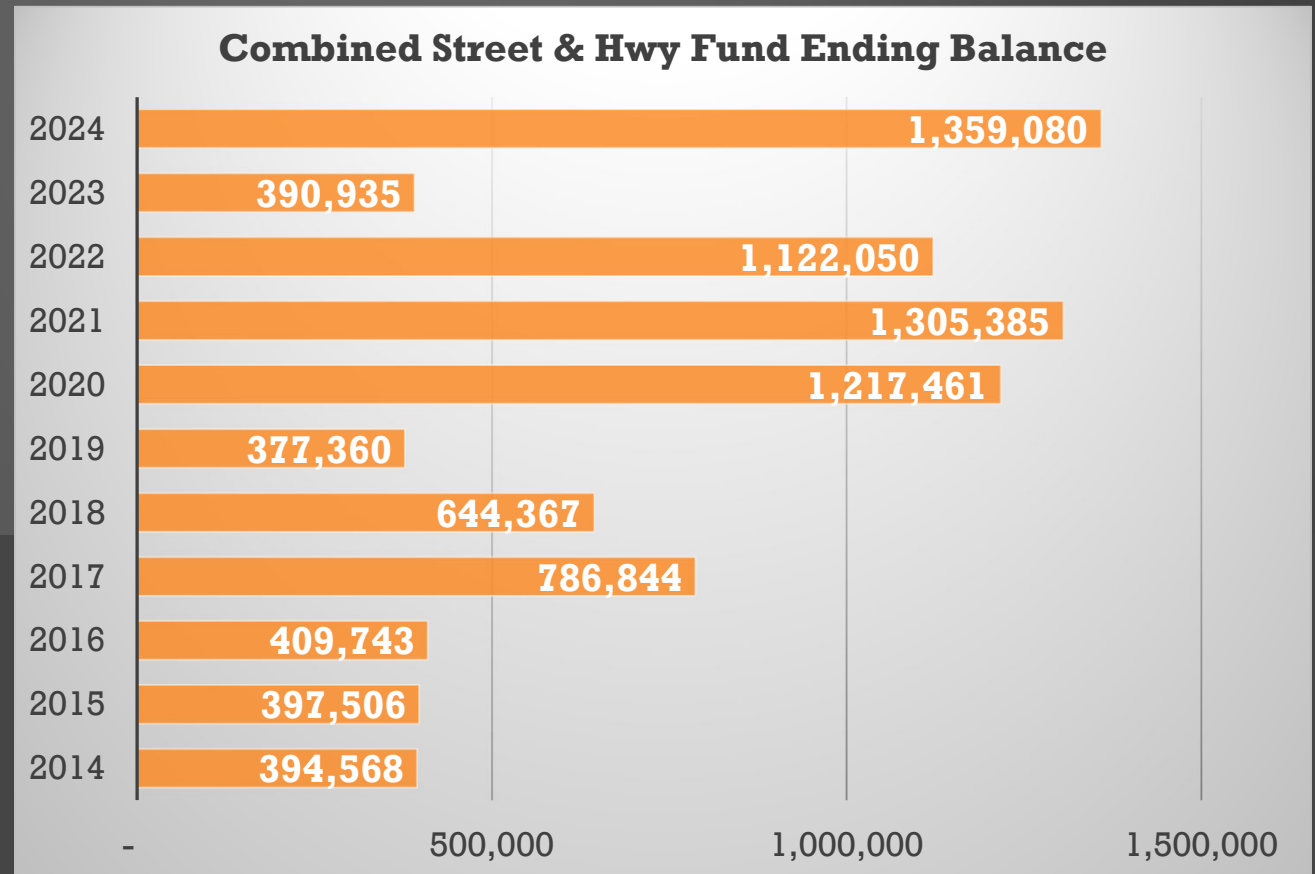
# COMBINED SPECIAL STREET & HIGHWAY FUND

## Primary Revenue Sources:

- ½ cent sales tax - \$790k
- County Courthouse Sales Tax - \$157k (ends 3/31/2027)
- CARS Funding - varies
- Motor Fuel Tax - \$187k

Used for Street infrastructure and maintenance as well as snow removal

Balance fluctuates due to street construction projects





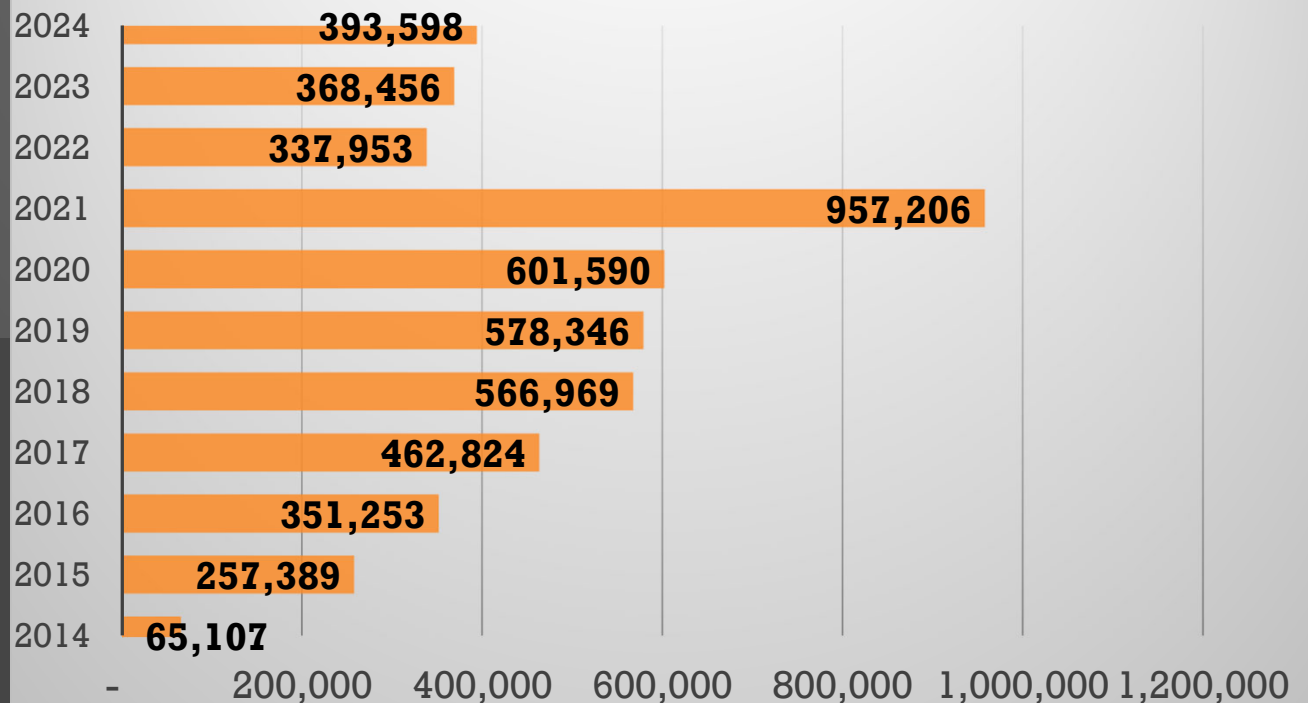
# COMMUNITY CENTER FUND

## Primary Revenue Source:

- 1/8 of the City's 1 cent sales tax - \$190k
- \$330k transfer from the General Fund in 2021 to help cover parking/ADA project

Balance increased significantly in 2021 with the delay of budgeted parking/storm drainage and ADA improvement projects, which will be complete in 2022.

## Community Center Fund Ending Balance

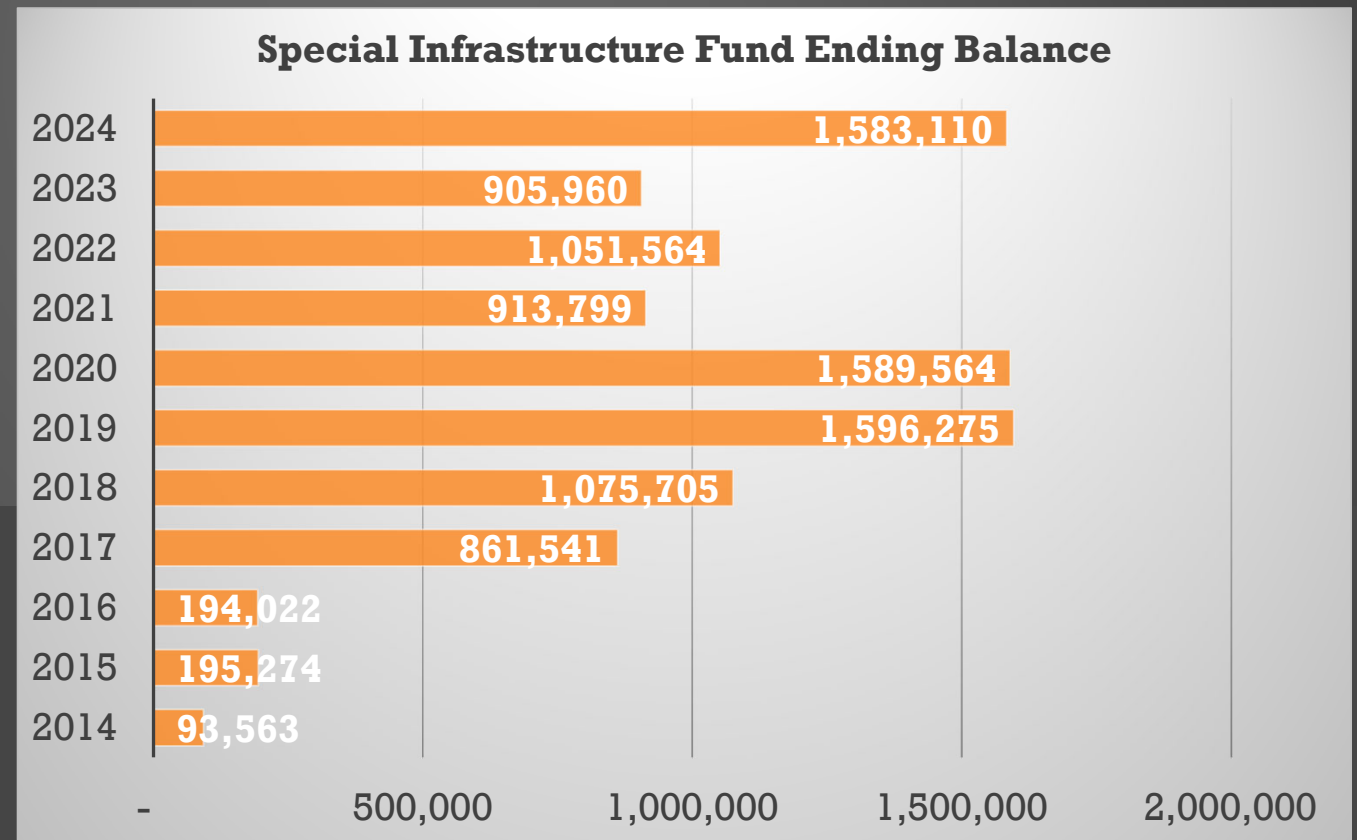


## SPECIAL INFRASTRUCTURE FUND

### Primary Revenue Sources

- 1/2 cent capital improvement sales tax - \$690k
- CDBG Grants
- Transfers from General Fund - \$125k to \$300k

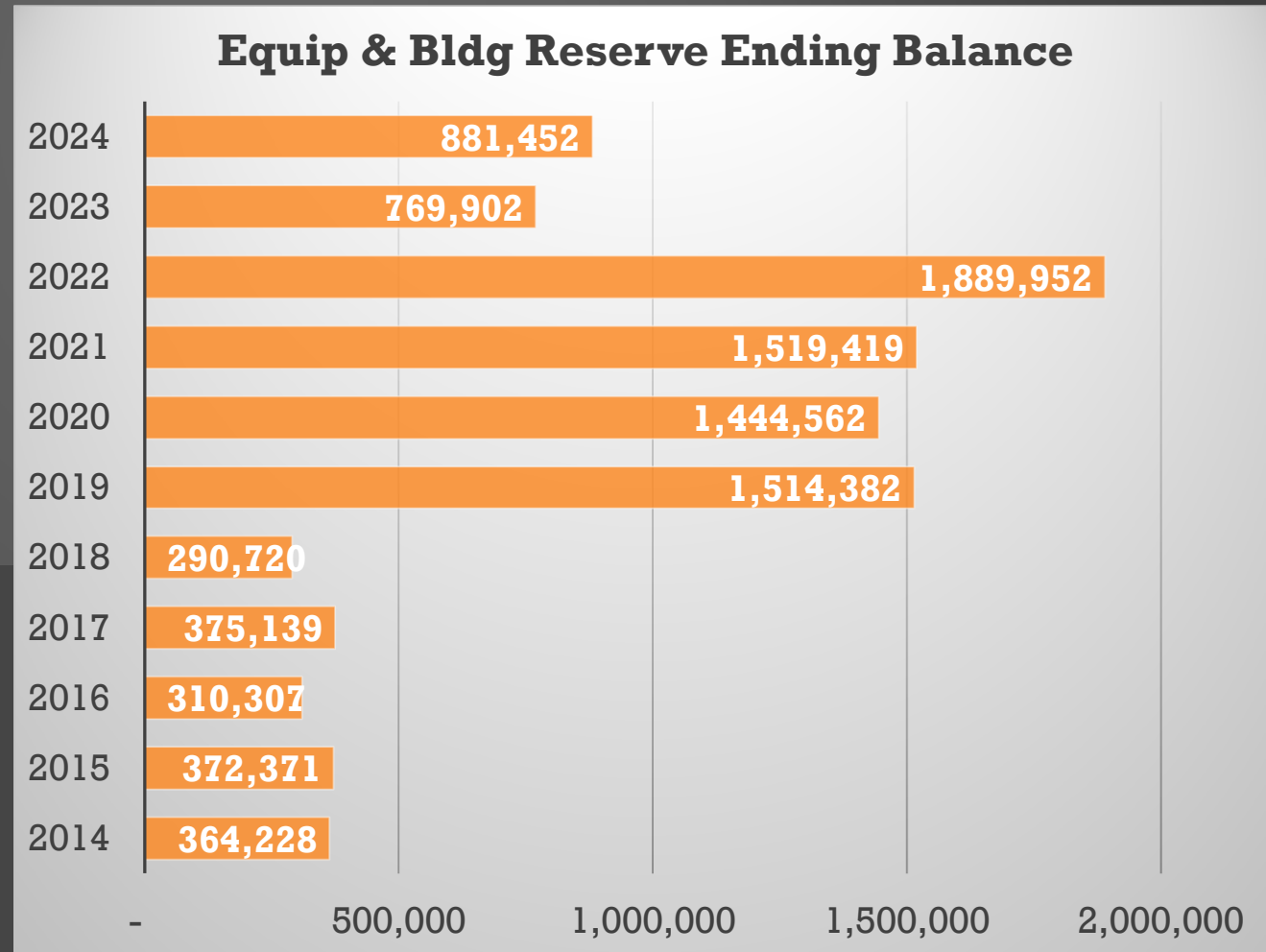
Used to fund all types of capital improvements (streets, stormwater, parks, recreation, buildings)



# EQUIPMENT & BUILDING RESERVE FUND

## Primary Revenue Source:

- \$1.2 million from the sale of Northeast RJ in 2019. \$1.232M from Lots 2,3 and 4 on the Rocks shown in 2022. \$1M from Lot 1 shown in 2023, \$525k from sale of newly purchased Johnson Drive properties shown in 2023.
- General Fund transfers to cover equipment and building replacement expenses



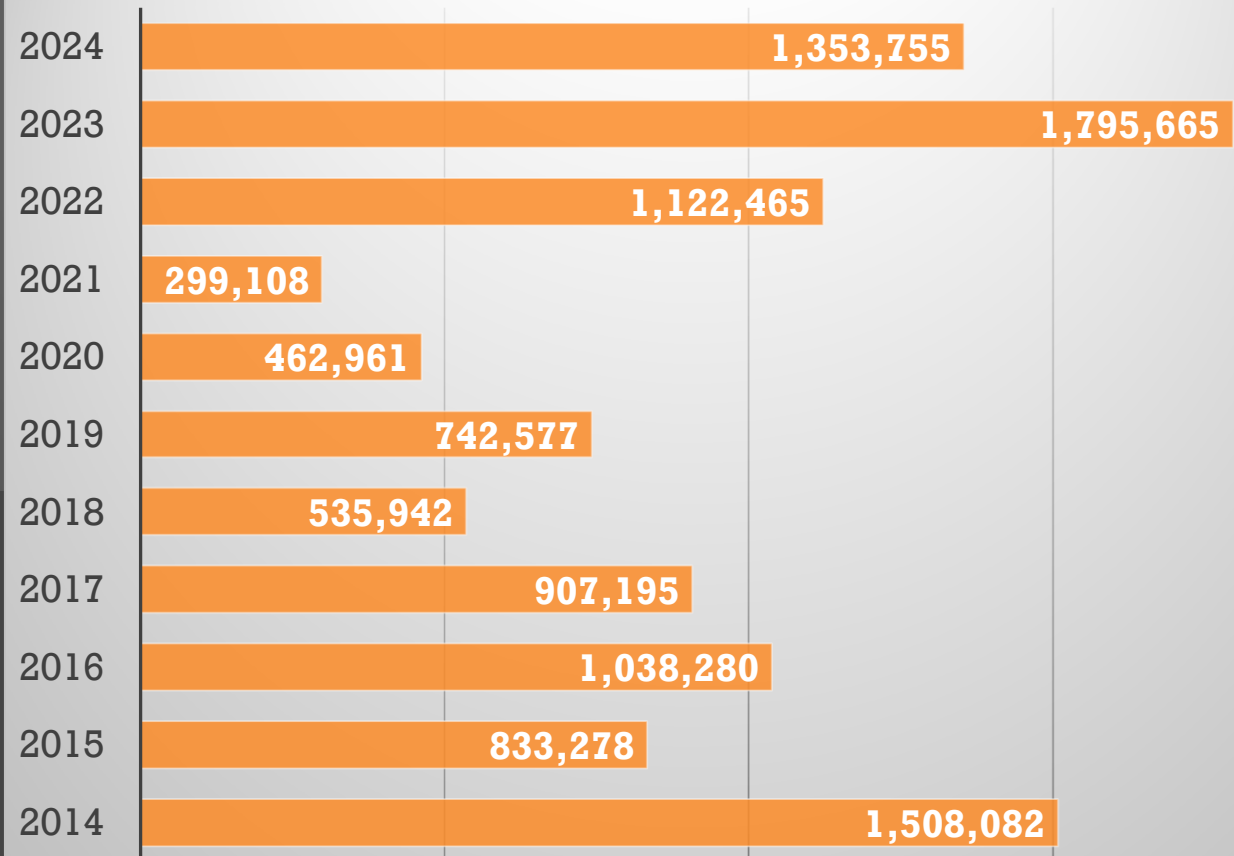
# TIF 1 FUND

## Primary Revenue Sources:

- Tax Increment Income 1B (Bella Roe) - \$393k
- Tax Increment Income 1A (Roeland Park Shopping Cntr/Wal-Mart - \$380k)
- Significant draw down in 2021 due to Roe Blvd funding.

TIF expires 5/1/24, resources are to be used by expiration date.

## TIF 1 Fund Ending Balance



# TIF 2 FUND

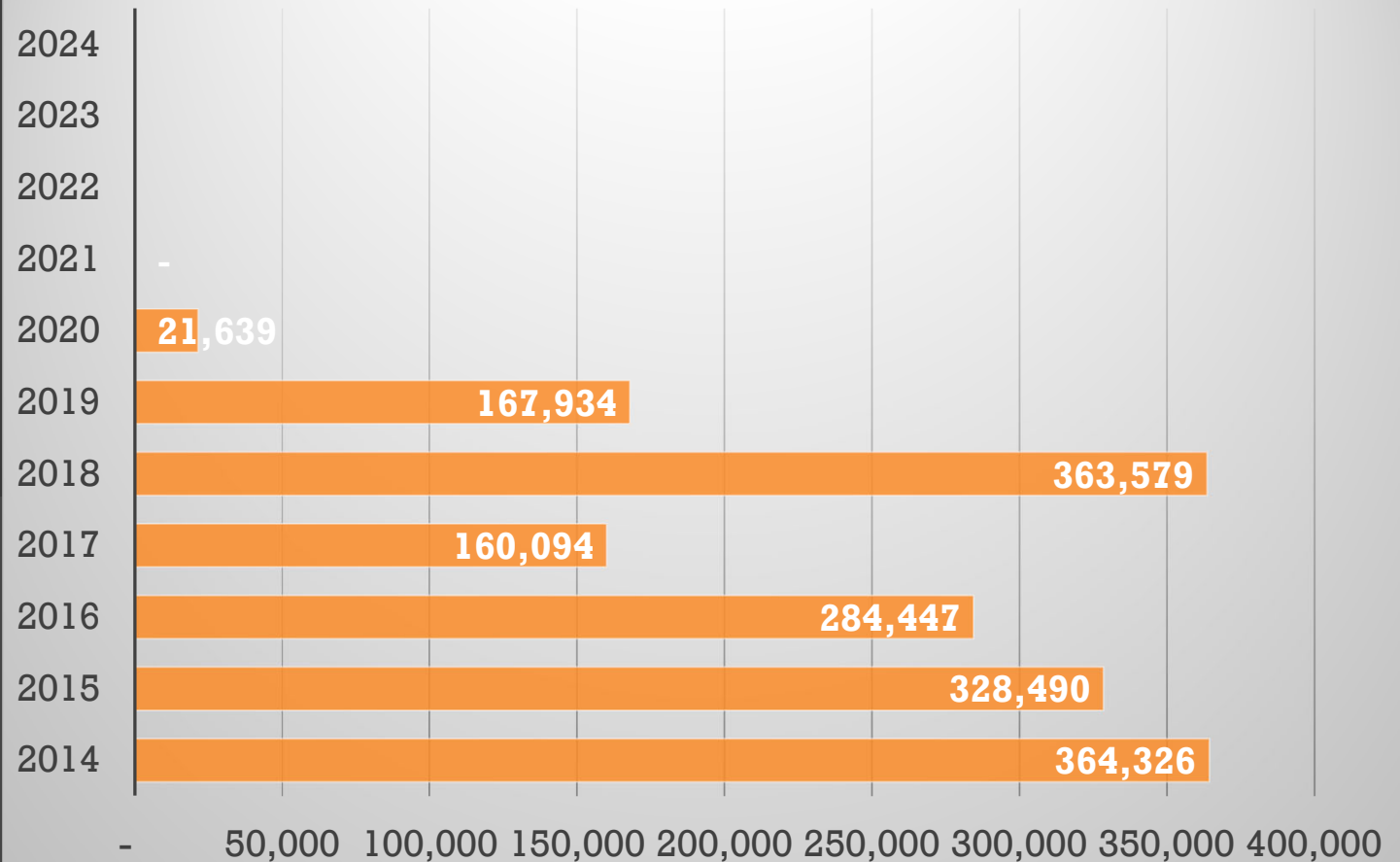
## Primary Revenue Sources:

- Tax Increment Income 2C (Security Bank) – Expired in 2020
- Tax Increment Income 2D (McDonalds) - \$209k, expires in 2021.

Bonds retired in 2020.

TIF 2 fund expired in December 2021.

**TIF 2 Fund Ending Balance**



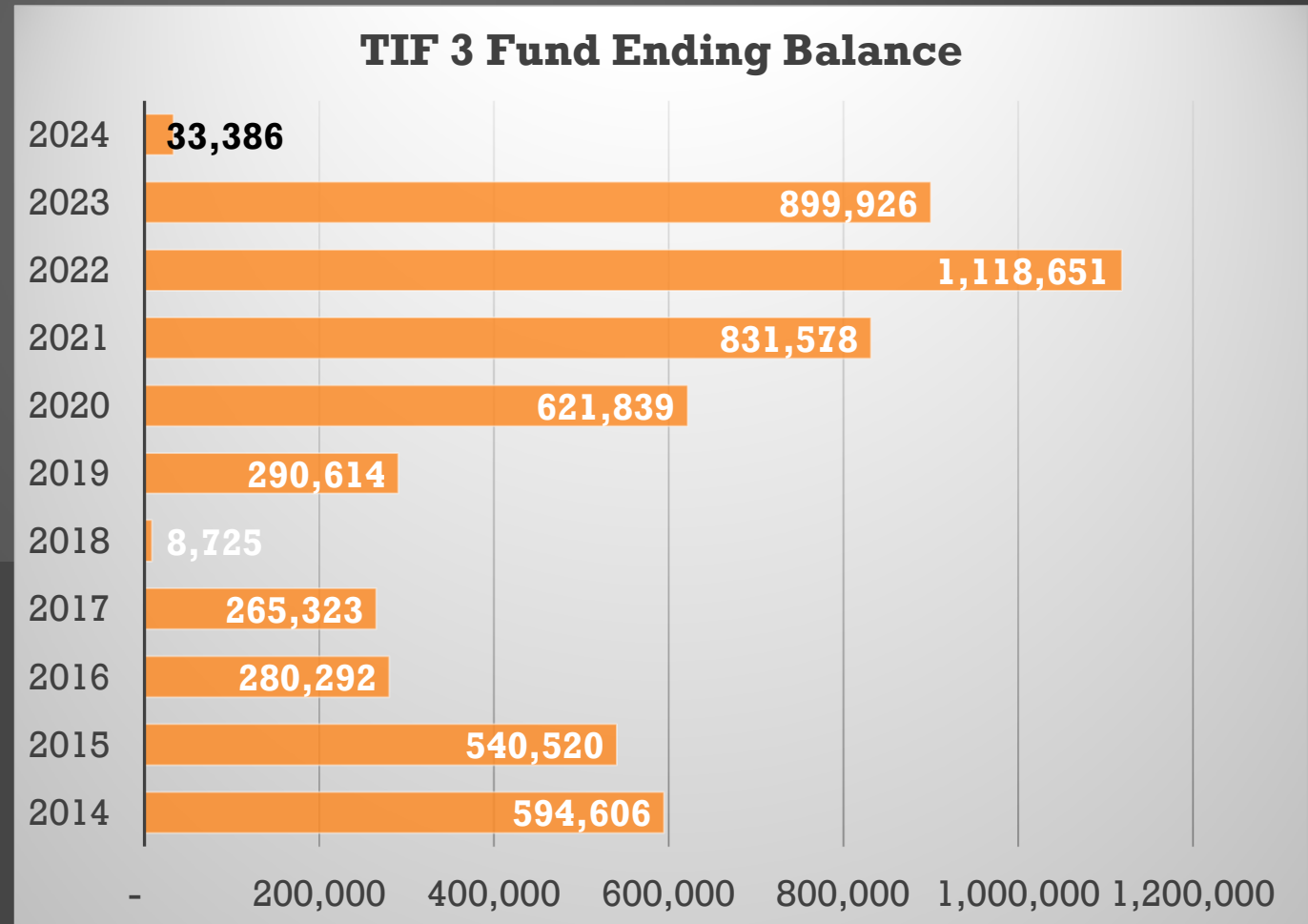


# TIF 3 FUND

## Primary Revenue Sources:

- TIF 3A (Blvd Apts) income - \$295k
- TIF 3C income (Roeland Park Business Park) - \$59k
- Funding improvements at The Rocks as well to Roe Parkway.

Expires in May of 2025. Roe Parkway improvements are expected to consume the balance of these funds.

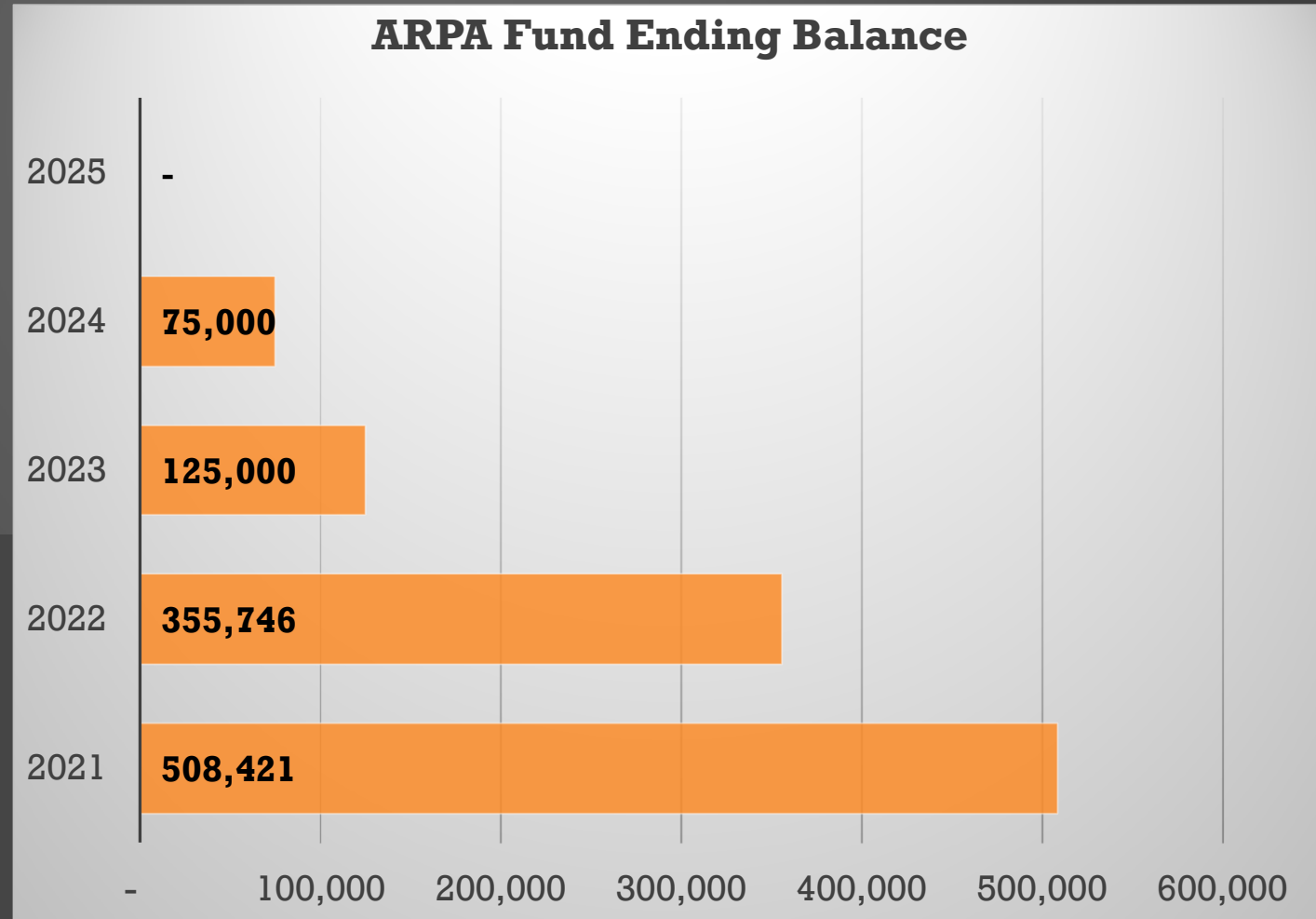


# ARPA FUND

## Primary Revenue Sources:

- American Rescue Plan Act Federal funding
- Total of \$1,025,300 to be received in two tranches – July 2021 and July 2022.

Money must be obligated by December 2024 and spent by December 2026.



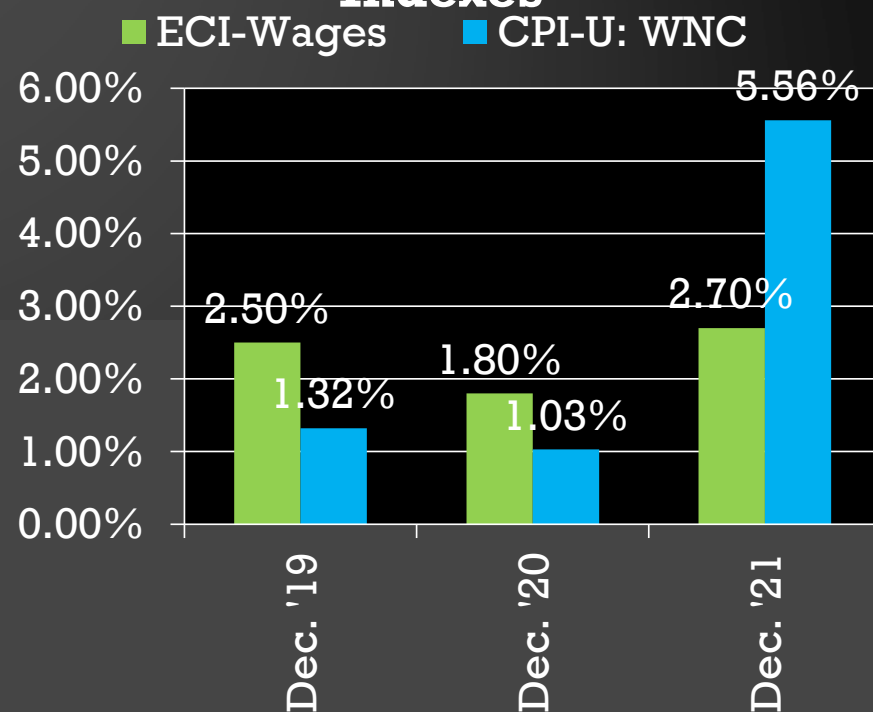
# PERSONNEL ASSUMPTIONS

# RELEVANT PERSONNEL COST INDEXES

## 2023 PAY INCREASE PROPOSED

- CPI for the West North Central Region that KC is part of increased 5.56% for 2021.
- Inflation continues to climb into 2022 with **3.5% cumulative growth** in the national CPI figure for All Goods during the first 4 months.
- A 3% Merit increase pool is proposed (consistent with historical practice). This equates to a \$75k increase in personnel costs.
- A 5% Inflation Adjustment is proposed based upon the 2021 CPI (normally 1% to 1.5%). The COLA would be implemented with a \$1.35/hr. increase to full time and part time staff. This equates to a \$125k increase in personnel costs.
- Note that the Inflation Adjustment is being implemented 12 months following the CPI increase of 5.56%. No special pay adjustments have been implemented during 2021 or 2022.

## History of Relevant Indexes

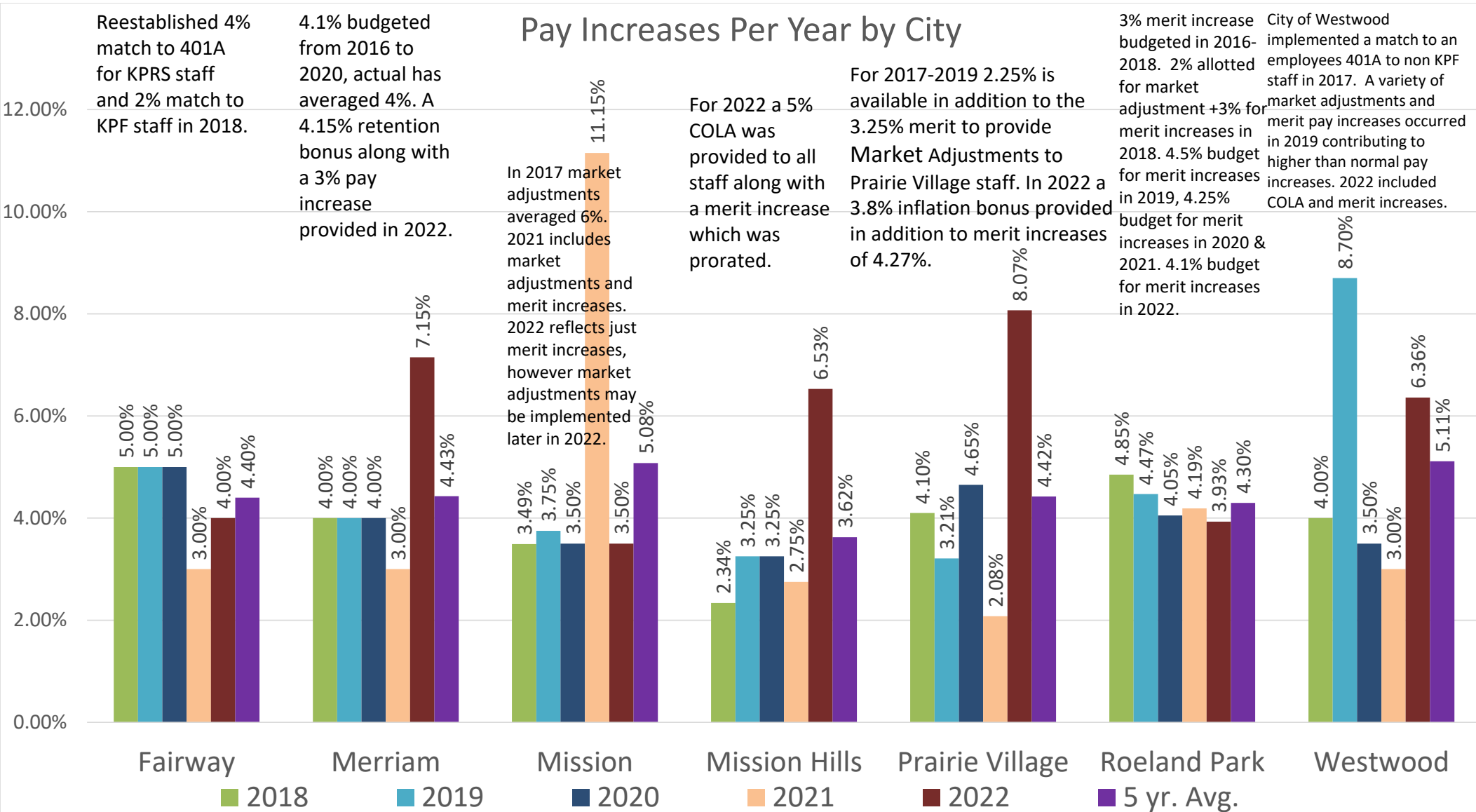


## ALTERNATIVE: IMPLEMENT AN INFLATION ADJUSTMENT IN 2022

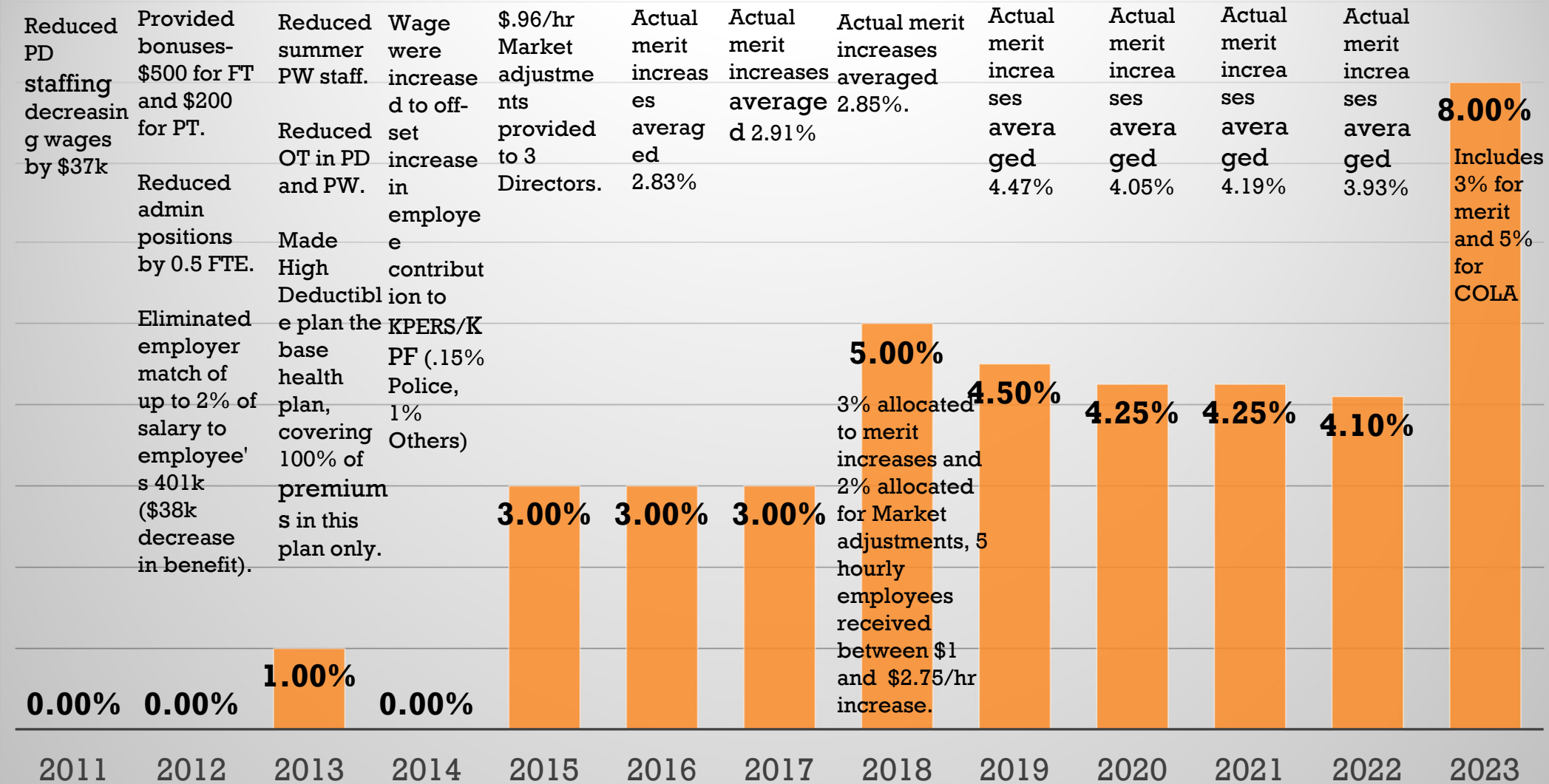
- An alternative to the proposed Inflation Adjustment being implemented in 2023 is the option to implement an adjustment in 2022. This moves the adjustment closer to the period that employee's experienced inflation vs 12+ months following the inflation.
- Implementing a 4% Inflation Adjustment (\$1.10/hr increase for all full time and part time staff) with the payroll of 8/4/22 would result in 11 payrolls in 2022 reflecting the adjustment which would total \$45,000 of additional personnel costs than budgeted in 2022. For all of 2023 this inflation adjustment would increase personnel costs \$100k. A budget amendment would be necessary to implement this option.
- A 4% merit increase budget for 2023 (in line with the percent budgeted the past 5 years) would result in a \$100k increase in personnel costs.
- The combined budget impact in 2023 of this alternative is the same as the 5% inflation adjustment with 3% Merit approach.



## Pay Increases Per Year by City



## Roeland Park Budgeted Salary Increase History



# PROPOSED HEALTH INSURANCE BUDGET

- Health insurance costs reflect an estimated 7% increase for the 2023 budget based upon the 5-year historical average annual increase in premiums.

Insurance Premium Changes							
Plan	Tier	% Change in Premium 2018-19	% Change in Premium 2019-20	% Change in Premium 2020-21	% Change in Premium 2021-22	% Change in Premium 2022-23	5 Year Average Change
INO 2	Employee	13%	20%	7%	11%	3%	8%
	Second Tier	13%	20%	7%	10%	3%	8%
	Family	13%	20%	7%	11%	3%	8%
Choice-1500	Employee	12%	23%	5%	7%	5%	7%
	Second Tier	12%	23%	5%	7%	5%	7%
	Family	12%	24%	5%	7%	5%	7%
PPO /OAP-1500	Employee	10%	3%	6%	8%	3%	7%
	Second Tier	10%	3%	6%	8%	3%	7%
	Family	10%	3%	6%	8%	3%	7%

## NEXT BUDGET STEPS

- Waiting on final taxable property value numbers.
- Waiting on City's contribution percentage for retirement plans (KPF and KPRS) and work comp rates for 2023.
- June 6 Workshop: Line item budget presentation. Continue mill rate discussion along with curbside glass recycling program discussion.
- June 27: Community Forum on 2023 Budget.
- July 5: Council set public hearing on budget adoption for 8/22.
- July 28: Publish notice of public hearing regarding exceeding the revenue neutral rate, setting the mill rate and adopting the 2023 budget.
- August 22: Public Hearings on setting the mill rate and adoption of budget.
- October 1: Deadline to Certify mill rate to County Clerk

**Item Number:** DISCUSSION ITEMS- II.-3.  
**Committee** 5/16/2022  
**Meeting Date:**



## **City of Roeland Park**

Action Item Summary

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**Date:** 5/12/2022  
**Submitted By:** Chief Morris  
**Committee/Department:** Police / Safety  
**Title:** **Discuss Tornado Siren Upgrades - 10 min**  
**Item Type:** Discussion

### **Recommendation:**

**Discussion on tornado siren upgrades. Direction on if and when to proceed.**

### **Details:**

The City of Roeland Park has two tornado sirens in the city. One is located at City Hall and the other is at R Park. These units are activated each month for an equipment test by Johnson County Emergency Management and when there is a threat of severe weather or tornado. The last time the units were serviced was in March 2022 after a test activation failed. The two tornado units were serviced by BVPS with recommendations to upgrade. On May 11, 2022 the units failed to activate again. A repair request has been sent. The siren at City Hall is a 1995 year model and the siren at R Park is from 1980. The exclusive service provider for repairs and upgrades are from Blue Valley Public Safety. The upgrade for City Hall is \$12,205.75 and R Park is \$27,120.45 . ( See attached documents)

There are no funds budgeted for the upgrades in 2022, moving forward with the upgrades in 2022 would require amending the 2022 budget. The 2nd and 3rd patrol unit replacements already approved by Council necessitate amending the 2022 budget already. This expense would be added to that amendment process. Alternatively, the upgrades could be reflected in the 2023 budget. (See additional information below)

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?



## Financial Impact

Amount of Request: \$39,362.20	
Budgeted Item?	Budgeted Amount: na
Line Item Code/Description: CIP	

## Additional Information

Staff recommends upgrades to the tornado sirens. The JOCO tornado siren system is in exclusive partnership with Blue Valley Public Safety as the provider for sales, installation, and service of products manufactured by Federal Signal Corporation. There are no other service providers local or in surrounding States that can service or upgrade JOCO sirens. The advantages of providing an upgrade will decrease the risk of a future tornado warning system malfunction and establish siren notification compatible to industry standards desired by JOCO Emergency Management. Our current system fails to meet current industry standards and suggested upgrades were noted by Blue Valley Public Safety . Contact was made with JOCO Emergency Management and they noted that our current system does NOT report malfunctions to them. The system is activated two times per day on a "silent internal test" and then each month unless for a severe weather alert or tornado. The signals are sent via a radio wave and the main problem is that our current system and JOCO do not talk with each other so there is no way for JOCO to know our sirens are not activating. JOCO also recommended for our sirens to be updated and compatible to ensure a functioning weather alert.

### ATTACHMENTS:

Description	Type
 Tornado Sirens	Cover Memo



# **FEDERAL SIGNAL CORPORATION**

## **Federal Warning Systems**

March 16, 2022

City of Roeland Park  
ATTN: Police Chief John Morris  
4600 W. 51<sup>st</sup>, Ste. 100  
Roeland Park, KS 66205

Dear Chief Morris,

This letter is to confirm that Blue Valley Public Safety, Inc. is the exclusive sales representative of products manufactured and sold by Federal Warning Systems, a division of Federal Signal Corporation for the states of Iowa, Nebraska, South Dakota, Kansas, and Missouri. This exclusivity extends to Blue Valley Public Safety, Inc. as the field service provider and regional installer for FWS as well.

Their contact point is:

Blue Valley Public Safety, Inc.  
P.O. Box 363 - 509 James Rollo Drive  
Grain Valley, MO 64029  
Attn: Norma Cates

You can reach Norma at 816-847-7502.

If I can answer additional questions or provide you with any information about Blue Valley or the Federal Warning System product line, please feel free to contact me directly at (708) 465-0824. In addition, you can find information about our products on our website at <http://www.alertnotification.com>.

Sincerely,  
Federal Signal Corporation

Teague Cliff  
Central Region Sales Manager

cc: Norma Cates, Blue Valley Public Safety, Inc.



Blue Valley Public Safety, Inc.  
PO Box 363 - 509 James Rollo Dr.  
Grain Valley, MO 64029  
Sales: 800-288-5120  
Fax: 816-847-7513

**Contact Name:** Police Chief John Morris

**Customer:** City of Roeland Park

**Address:** 4600 W. 51st St.

**City:** Roeland Park

**State:** KS

**Zip:** 66205

**Phone:** 913-677-3363

**Cell:** 913-530-1509

**Fax:** \*

**Email:** emorris@roelandpark.org

**Notes:** Delivery schedule cannot be established until radio information is supplied, if applicable.

<b>Quotation No.: BVPS</b> <b>314221532</b> <b>Please reference quote</b> <b>no. on your order</b> <b>Date Quoted:</b> 3/14/22
--

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
<b>Electro-Mechanical Siren Equipment</b>					
1	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$ 7,884.00	\$ 7,884.00
2	1	SMV-FP	Include Faceplate on Kenwood Radios	\$ 300.00	\$ 300.00
3	1	OMNI-4	ANTENNA, 152-156MHZ VHF	\$ 391.50	\$ 391.50
4	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 131.40	\$ 131.40
<b>Total Equipment</b>				<b>\$</b>	<b>8,706.90</b>
<b>Shipping</b>					
5	1	ES-FREIGHT - Z1	Shipping Fees		\$ 433.85
<b>Services</b>					
6	1	TK-I-DCCTR-Z2	DCFC/UVV Controller Install	\$ 2,465.00	\$ 2,465.00
7	1	TK-S-CPSYSOP-CU	System Optimization of 1 Activation-Control Pt, CUSTOM	\$ 600.00	\$ 600.00
<b>Total Services</b>				<b>\$</b>	<b>3,065.00</b>
<b>Total of Project</b>				<b>\$</b>	<b>12,205.75</b>

#### Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

**Site Restoration** is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what landscaping, seeding or backfilling will be required to restore a site. It is recommended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service.

**Adverse Site Conditions**, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to

**Power Clause:** Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

**Traffic Control Clause:** Traffic control, if required, will be an additional \$250.00 per site.

**Permit Clause:** Any special permits, licenses or fees will be additional.

**FCC Licensing Clause:** The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

**Classified Location Clause:** No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

**Sales Tax:** Sales Tax will be additional unless an Exemption Certificate is provided.

**Proposed By:** Dee A. Wieduwilt

**Company:** Blue Valley Public Safety Inc.

**Address:** P.O. Box 363 - 509 James Rollo Dr.

**City, State, Zip:** Grain Valley, MO 64029

**Country:** USA

**Work Phone:** 1-800-288-5120

**Fax:** 816-847-7513

**Approved By:** Brian Cates

**Title:** General Manager

**Delivery:** 10-12 weeks

**Freight Terms:** FOB University Park

**Terms:**

Equipment, Net 30 Days upon receipt

Services, Net 30 Days as completed,

billed monthly. Net 30 will not be held

for installations.

*Brian Cates*

Signature

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@bvpsonline.com



Blue Valley Public Safety, Inc.  
PO Box 363 - 509 James Rollo Dr.  
Grain Valley, MO 64029  
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**Contact Name:** Police Chief John Morris

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<b>Quotation No.: BVPS</b>	
<b>314221532</b>	
<b>Please reference quote</b>	
<b>no. on your order</b>	
<b>Date Quoted:</b>	3/14/22

*I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.*

Accepted By: \_\_\_\_\_  
Signature:

\_\_\_\_\_  
Title:

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

[dee@bvpsonline.com](mailto:dee@bvpsonline.com)



Blue Valley Public Safety, Inc.  
PO Box 363 - 509 James Rollo Dr.  
Grain Valley, MO 64029  
Sales: 800-288-5120  
Fax: 816-847-7513

Quotation No.: BVPS  
314221532

**TERMS**

**(1) AGREEMENT AND LIMITATIONS.** The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods (the "goods") described on the other side hereof shall consist of the terms appearing hereon and on the other side hereof together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to, detract from, supplant or explain the sales contract, shall not be binding on Seller.

**(2) TERMINATION OR MODIFICATION.** The sales contract may be modified or terminated only upon Seller's written consent except that stenographic and clerical errors are subject to correction by Seller or upon Seller's written consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the services to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing, any goods substantially completed or services performed on or prior to such termination shall be accepted and paid for in full by Buyer.

**(3) PRICE AND PAYMENT.** Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where specified shipment date is later than 90 days from date of order. Unless otherwise specified in the sales contract or Seller's applicable price list, prices are F.O.B. Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. If the sales contract is for more than one unit of goods, the goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event each such shipment shall be paid for separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Minimum billing per order is \$100.00. PAST DUE INTEREST: Amounts not paid when due shall be subject to past due interest at the rate of 18% per year or the highest rate permitted by the law, whichever is less.

**(4) RISK OF LOSS.** The risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

**(5) TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

**(6) DELIVERY.** Promises of delivery from stock are subject to prior sales. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller's reasonable control.

**(7) DEDUCTIONS AND RETURNS.** Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

**(8) INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

**(9) LIMITED MANUFACTURER'S WARRANTY.** Regarding Federal Signal products - The Electrical Products Division, Federal Signal Corporation (Federal) warrants all goods for five years on parts and 2-1/2 years on labor under the following conditions and exceptions: Federal warrants that all goods of Federal's manufacture will conform to any descriptions thereof for specifications which are expressly made a part of this sales contract and at the time of sale by Federal such goods shall be commercially free from defects in material and/or workmanship. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. This warranty shall be ineffective and shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper maintenance, or to goods altered or repaired by anyone other than Federal or its authorized representative or if five years have elapsed from the date of shipment of the goods by Federal with the following exceptions: lamps or strobe tubes are not covered under this warranty. Outdoor warning sirens and controllers manufactured by Federal Warning Systems are warranted for two years on parts and one year on labor. No agent, employee, representative or distributor of Federal has any authority to bind Federal to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basics of the sales contract and shall be unenforceable. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. These warranties shall not apply unless Federal shall be given reasonable opportunity to investigate all claims for allegedly defective goods. Upon Federal's instruction a sample only of allegedly defective goods shall be returned to Federal for its inspection and approval. The basis of all claims for alleged defects in the goods not discoverable upon reasonable inspection thereof pursuant to paragraph 8 hereof must be fully explained in writing and received by Federal within thirty days after buyer learns of the defect or such claim shall be deemed waived.

**(10) REMEDIES AND LIMITATIONS OF LIABILITY.** In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller's option, a replacement shipment of goods or the purchase price theretofore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of the goods by Seller. If Seller so requests the return of the goods, the goods will be redelivered to Seller, transportation prepaid, in accordance with Seller's instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the goods exceed the purchase price of the goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; priorities; fires; wars; riot; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.

**(11) ASSIGNMENT AND DELEGATION.** No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owed, or of the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller's obligations under paragraph 9, 10 and 11 hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

**(12) SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@bvpsonline.com

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Blue Valley Public Safety, Inc.  
PO Box 363 - 509 James Rollo Dr.  
Grain Valley, MO 64029  
Sales: 800-288-5120  
Fax: 816-847-7513

**(13) INSTALLATION.** Installation shall be by Buyer unless otherwise specifically stated on the sales contract.

**(14) GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Missouri. Whenever a term defined by the Uniform Commercial Code as adopted in Missouri is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

**(15) ADDITIONAL TERMS.** Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in this Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$800.00 per hour fee, plus equipment. Trenching is additional. Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Permit Clause: Any special permits, licenses or fees will be additional. FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

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Fax: 816-847-7513

[dee@bvpsonline.com](mailto:dee@bvpsonline.com)

**Contact Name:** Police Chief John Morris

**Customer:** City of Roeland Park

**Address:** 4600 W. 51st St.

**City:** Roeland Park

**State:** KS

**Zip:** 66205

**Phone:** 913-677-3363

**Cell:** 913-530-1509

**Fax:** \*

**Email:** emorris@roelandpark.org

**Notes:** Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

**Quotation No.: ANS  
314221532**  
**Please reference quote  
no. on your order**  
**Date Quoted:** 3/14/22

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
<b>Electro-Mechanical Siren Equipment</b>					
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 9,660.00	\$ 9,660.00
2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$ 7,884.00	\$ 7,884.00
3	1	SMV-FP	Include Faceplate on Kenwood Radios	\$ 300.00	\$ 300.00
4	1	OMNI-4	ANTENNA, 152-156MHZ VHF	\$ 391.50	\$ 391.50
5	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 131.40	\$ 131.40
<b>Total Equipment</b>				<b>\$</b>	<b>18,366.90</b>

<b>Shipping</b>					
6	1	ES-FREIGHT - Z1	Shipping Fees		\$ 868.55
<b>Services</b>					
7	1	TK-I-2001DC-Z2	2001 / Equinox / 508 / Eclipse DC Only Standard Installation 4 Standard Batteries 50' Class 2 Wood Pole	\$ 7,285.00	\$ 7,285.00
8	1	TK-S-CPSYSOP-CU	System Optimization of 1 Activation-Control Pt, CUSTOM	\$ 600.00	\$ 600.00
<b>Total Services</b>				<b>\$</b>	<b>7,885.00</b>

**Total of Project \$ 27,120.45**

<b>Options</b>					
9	1	BV-TRAFFIC	Traffic Control, if required	\$ 750.00	\$ 750.00
10	1	BV-Permit	Cost associated with electrical inspections / permits, if required	\$ 1,250.00	\$ 1,250.00
11	1	TK-IO-CUSREMOV	Removal Services, Custom	\$ 945.00	\$ 945.00

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

**Site Restoration** is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what landscaping, seeding or backfilling will be required to restore a site. It is recommended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service.

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**FCC Licensing Clause:** The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

**Classified Location Clause:** No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

**Sales Tax:** Sales Tax will be additional unless an Exemption Certificate is provided.

**Proposed By:** Dee A. Wieduwilt

**Company:** Blue Valley Public Safety Inc.

**Address:** P.O. Box 363 - 509 James Rollo Dr.

**City, State, Zip:** Grain Valley, MO 64029

**Country:** USA

**Work Phone:** 1-800-288-5120

**Fax:** 816-847-7513

**Delivery:** 10-12 weeks  
**Freight Terms:** FOB University Park  
**Terms:**  
Equipment, Net 30 Days upon receipt  
Services, Net 30 Days as completed,  
billed monthly. Net 30 will not be held  
for installations.

**Approved By:** Brian Cates

**Brian Cates**

**Title:** General Manager

Signature

**Contact Name:** Police Chief John Morris

**Customer:** City of Roeland Park

**Address:** 4600 W. 51st St.

**City:** Roeland Park

**State:** KS

**Zip:** 66205

**Phone:** 913-677-3363

**Cell:** 913-530-1509

**Fax:** \*

**Email:** emorris@roelandpark.org

**Notes:** Delivery schedule cannot be established until radio information is supplied, if applicable.

**Quotation No.: FWS**  
**314221532**  
Please reference quote  
no. on your order  
Date Quoted: 3/14/22

*I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.*

Signature:

Title:

**\*\*\* Purchase Order MUST be made out to: \*\*\***

Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484

**Purchase Order MUST be e-mailed, mailed or faxed to:**

Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513

[dee@bvpsonline.com](mailto:dee@bvpsonline.com)

Quotation No.: FWS  
314221532

**SALES AGREEMENT**

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

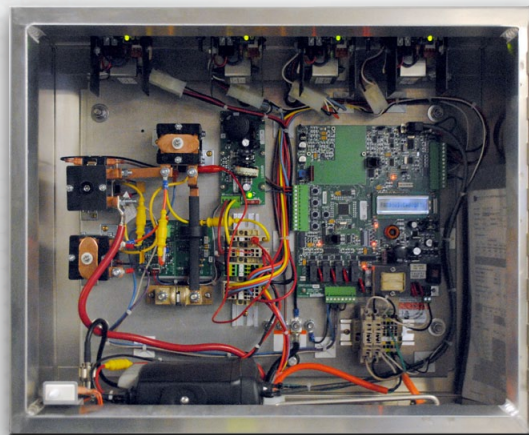
- (12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.
- (13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
- (14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.
- (15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.
- (16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- (17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- (18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.
- (19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- (20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.
- (21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- (22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.
- (23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminates exist at any intended installation site.
- (24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.
- (25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- (26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- (27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
- (28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
- (29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.



# DCFCTBD DC Two-Way Digital Controller

## Features

- **Two-way siren controller for 48VDC sirens**
- **Two-way radio control and status monitoring**
- **AFSK two-way signaling format**
- **Simultaneous single-tone, two-tone sequential, and DTMF, EAS, and POCSAG decoding.**
- **Push buttons for local activation**
- **UL Listed for general signaling**



The Federal Signal DCFCTBD is a two-way digital, battery-operated status monitoring siren controller for use with the Federal Signal 2001-130 siren, 508-128, Equinox and Eclipse<sup>®</sup> siren series. The controller interfaces with an off-the-shelf two-way radio transceiver and communicates to the base control via AFSK signaling. In addition to AFSK, the controllers will simultaneously decode any combination of single-tone, two-tone sequential, DTMF, POCSAG and EAS formats for activation. This makes the two-way controller compatible with virtually any existing siren control system.

All DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with various codes. There are four landline inputs and four local push buttons for activation, plus reset. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point.

The DCFCTBD offers six user programmable functions in addition to the five pre-set functions: arm, disarm, report, growl test and master reset. The controller includes the necessary sensors and wiring to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation and local activation.



# DCFCTBD DC Two-Way Digital Controller

## Specifications

### Electrical

AC supply voltage	120 VAC @ 4.0 Amps 240VAC @ 2.0 Amps
Current Draw	+/- 10%, 50/60 Hz, maximum standby current
Power Supply	6A @ 13.3VDC
Battery Backup	48VDC
Current Draw	< .2 Amps in standby

### Serial Ports

Serial Port Protocol	RS232C 1200, N, 8, 1
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### Transceiver

Programmable Frequency	Power Out and Private Line options. For further details, consult the Vertex® product manual.
------------------------	--

### Signaling Format

AFSK	1200 baud, MSK (Minimum Shift Key) modem type Usable decode sensitivity: 12dB SINAD (min.)
DTMF	3-12 standard DTMF characters

### Two-Tone Sequential

Frequency Range	282 Hz - 3000 Hz (non-CTCSS) 400 Hz - 3000 Hz (CTCSS)
Tone Timing	.5 sec - .25 sec min., 8 sec max
Intertone Gap	400ms (maximum)
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.

### Single Tone

Frequency Range	282 Hz - 3000 Hz
Tone Timing	0.5 sec. - 8 sec maximum
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.
EAS	Supports standard EAS codes and wildcards
POCSAG	Supports binary AFSK 512 Baud numeric messages.

### Relay Outputs

4 relay outputs	SPST
Contact Rating	(4 relays standard) 5A @ 28VDC — 5A @ 240VAC

### Audio Output

Output Voltage	>2V Peak to Peak
Maximum Load	8 Ohms
Total Harmonic Distortion	<10% @ 1kHz Sinewave

### Environmental

Operating Temperature	-30°C to 65°C
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### Controller Dimensions (with battery cabinet)

HxWxD	62.5"x 23.5"x 16.94" (1588mm x 597mm x 430mm) NEMA 4X Rated
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### Battery Cabinet Dimensions

HxWxD	18"x 28"x 15.19" (457mm x 711mm x 386mm) Vented NEMA 4X Rated
-------	--

### Shipping Weight

Approx. Shipping Weight	300 lbs. (136.36 kg)
Actual Weight	234 lbs. (106.3 kg)

### 2001TR: AC Primary Operation

Operating Voltage	208/220/240 VAC single phase
Current Requirements	30 Amps (approx.)
Dimensions	23"x11"x10" (584mm x 279mm x 254mm)
Product Weight	150 lbs. (68.2 kg)

### Order information

DCFCTBD <sup>1,2</sup>	Two-way Federal Controller
DCFCTBDH <sup>1,2</sup>	Two-way Federal Controller, high band 136-174 MHz
DCFCTBDU <sup>1,2</sup>	Two-way Federal Controller, UHF band 403-470 MHz
DCFCTBD-IP <sup>1,3</sup>	IP-enabled two-way electro-mechanical controller

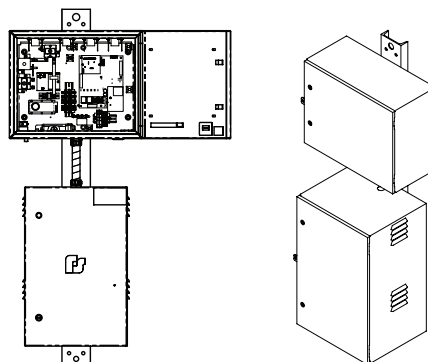
### Options

FSPWARE	Federal Programming Software (Non-Digital Applications)
SFCDWARE	Federal Commander Digital Software (See literature for details)
Q-DC-IP <sup>1,3</sup>	Retrofit kit to upgrade existing controller to IP
ES-PROG-DTMF	Two-Way DTMF Programming

<sup>1</sup> For use with 2001-130 and Eclipse<sup>8</sup> siren series.

<sup>2</sup> Antenna and cable are not included with radio activation control and must be ordered separately.

<sup>3</sup> Broadband radio and SmartMsg software sold separately.



**FEDERAL SIGNAL**  
Safety and Security Systems  
*Protecting people and our planet*



# Federal Signal 2001 Series Siren

## Features

- **High-powered rotating siren for maximum coverage**
- **Available in low and mid-range frequency**
- **Three distinct warning signals**
- **Maintenance-free sealed bearing motors**
- **Weather-resistant coating**
- **5-year limited warranty**
- **AC or Solar powered with battery operation or back-up**



The Federal Signal 2001 Series siren is a high power, rotating, uni-directional outdoor warning siren.

The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The 2001 Series siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (490 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.



**FEDERAL SIGNAL**  
Safety and Security Systems

*Protecting people and our planet*

DATA SHEET

# 2001 Series Siren

## Specifications

### Power<sup>1</sup>

Sirens can be powered from 120VAC, 240VAC, with battery back-up or battery operation. Solar powering can also be provided.

### Signal Information

	2001-130	Equinox
Signal /Sweep Rate	Frequency Range	
Steady /Continuous	790 Hz	490 Hz
Wail /10 sec.	470-790 Hz	180-500 Hz
Fast Wail /3.5 sec.	600-790 Hz	300-500 Hz

### Pole Mounts

Wood, steel, composite or concrete poles can be provided.  
Contact Federal Signal for details.

### Communications

Federal Signal can supply one-way and two-way communications.  
Radio, IP, Landline, Satellite and Cellular can be combined to provide a robust alerting solution.

### Coverage

	2001-130	Equinox
70dB	6,500' Calculated <sup>2</sup>	6,100' Calculated <sup>2</sup>
60dB	13,200' Calculated <sup>2</sup>	12,200' Calculated <sup>2</sup>

### Dimensions

Height x Width x Depth 62" x 37" x 41" (157cm x 94cm x 10cm)

### Weight

Shipping Weight 460 lbs. (205 kg)

### Environmental

Operating Temperature -30°C to +60°C<sup>3</sup>

<sup>1</sup> Contact Federal Signal for powering options

<sup>2</sup> Actual coverage is dependent on many factors, contact Federal Signal for sound analysis of your specific location

<sup>3</sup> The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher

<sup>4</sup> Batteries not included

<sup>5</sup> See Product Selection Guide for ordering options

### Siren Ordering Information

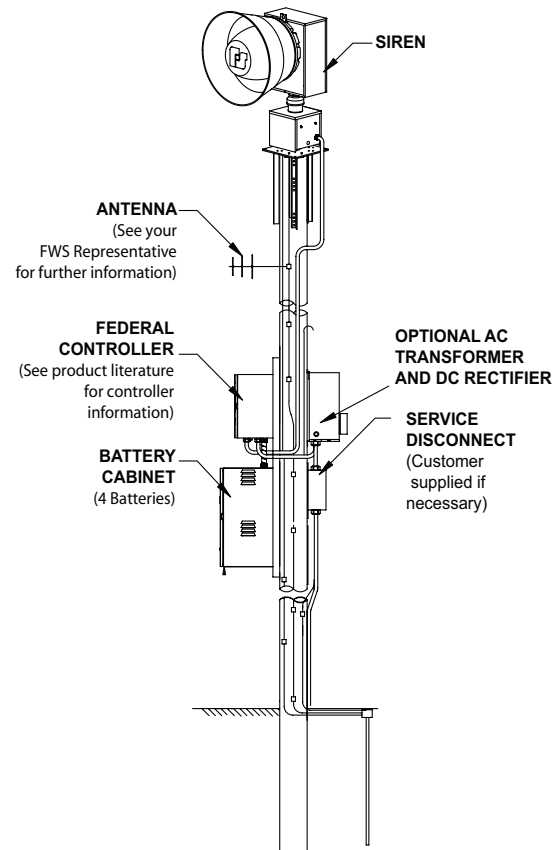
2001-130	Rotating electro-mechanical siren 130 dB(C) +/- 1dB(C) @ 100' (30.5m) 48VDC, pole mount included
Equinox	Rotating electro-mechanical siren, Low Frequency

### Siren Control Ordering Information

FC/H/U	One-way FC Controller, 120VAC operation
FCTBD/H/U	Two-way FC Controller, 120VAC operation
DCFCB/H/U	One-way FC Controller, 120VAC to battery operation <sup>4</sup>
DCFCTBD/H/U	Two-way FC Controller, 120VAC to battery operation <sup>4</sup>

### Command and Control for Multiple Siren Installation

SS2000+/R	Console for siren activation (R for rack mount)
SFCD <sup>5</sup>	Commander software for PC based siren activation, monitoring and control



# Roeland Park, KS - RP01-142 - 2022-0199



Wed 3/09/2022 10:38 AM - Mark Krekeler





# Roeland Park, KS - RP01-142 - 2022-0199



Wed 3/09/2022 10:18 AM - Mark Krekeler



# Roeland Park, KS - RP01-142 - 2022-0199



Wed 3/09/2022 11:04 AM - Mark Krekeler





Item Number: DISCUSSION ITEMS- II.-4.  
Committee 5/16/2022  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 5/12/2022  
Submitted By: Chief Morris  
Committee/Department: Police / Safety  
Title: **Review Video Replacement Options for Police Department - 15 min**  
Item Type: Discussion

**Recommendation:**

**To purchase new in-car and body worn cameras for the police department.**

**Details:**

See detailed attachment.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**Financial Impact**

Amount of Request: \$77,982.10	
Budgeted Item?	Budgeted Amount: \$40,000 Request Additional funding
Line Item Code/Description: CIP / 2022	

**Additional Information**

In-Car and Body Worn camera upgrade.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Bids	Cover Memo



**PRO-VISION®** PRICE QUOTE

8625-B Byron Commerce Dr.  
Byron Center, MI 49315

**PREPARED BY:**  
Jim Hendrickson

**PREPARED FOR:**  
Roeland Park Police Department

**QUOTE #:**  
MASQ22991

provisionusa.com  
800-576-1126

**DATE:**  
05/11/2022

Description	Part #	Qty	Unit Price	Ext. Price
\$145/month UNLIMITED SMX BC4/ICVS (2-cam) Bundle w/ 1 Bodycam replacement at month 30	BC4-CAR-SMXUNL-5YR[1]	5	\$8,700	\$43,500.00
\$65/month UNLIMITED SMX BC4 Bundle w/1 replacement at month 30	BC4-SMXUNL-5YR	12	\$3,900	\$46,800.00
			Total (Options Not Included)	\$90,300.00
			MSRP:	\$90,300.00
			Savings:	\$0.00

**SECURAMAX™ VIDEO MANAGEMENT:**

Here is the quote you requested.

**INSTALLMENT PURCHASE OPTION:**

5 Year Annual Installment Purchase Option \$

**Options & Accessories:**

**NOTES:**

**TERMS:**

General Terms: PRO-VISION® Solutions, LLC. ships all orders UPS Ground. Service or carrier change will result in additional charges. Shipping & Handling and tax, if taxable, is not included unless specified. Quote is valid for 30 days. Purchase price is USD and FOB Byron Center, MI. Product Invoice Net 30 Day Terms. (excludes installation and SecuraMax Server). Terms do not apply to leases or credit card payments. 50% Deposit Required for Installation. Final Installation/Service Payment is due on Receipt of Invoice. Product to be installed by PRO-VISION® and Service Deposit must be paid for prior to scheduling of install/service work. Minimum Service Deposit Required for Service Work. Install rates based on a single location with minimum access of 12 hrs/days, 7 days/ week. Additional fees may apply if installation location does not comply with our defined service facility requirements. Past due invoices will be subject to a 1.5% per month Finance Charge. All transactions are subject to final PRO-VISION® Management Approval.

Leasing: Installment Purchase Option Application must be submitted for final management approval. Rates are subject to change without notice until application is approved. Shipping & Handling and tax, if taxable, is not included in quoted Installment Purchase Option Rates. Shipping & Handling will be included in Installment Purchase Option Application. One advance payment equal to the total monthly rate is required with approved final Installment Purchase Option Documents.

SecuraMax®: Plan Price per Month Based on Service Contract for the specified length. Service Contract and End User License Agreement (EULA) required. Additional terms specified in Service Contract and EULA. Hardware using SecuraMax must be paid for prior to deployment. Protection Plan Claims Subject to Deductible.

**MOTOROLA SOLUTIONS****Budgetary**QUOTE-1742509  
(5) M500, (15) V300 VaaS

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
17	IV-ACK-WF-NS-AP	MIKROTIK WIFI KIT SECTOR AP	1		\$225.00	\$225.00	
18	VIS-300-BAT-RMV	V300, BATT, 3.8V, 4180MAH	15		\$90.00	\$1,350.00	
Video as a Service							
19	AAS-BWC-5YR-001	V300 BODY WORN CAMERA AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A- SERVICE (\$49 PER MON)	10	5 YEAR	\$2,940.00	\$29,400.00	
20	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS*	10	5 YEAR	Included	Included	
21	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS*	10	5 YEAR	Included	Included	
22	BW-V30-10--	V300 BODY WORN CAMERA, MAG CHEST MOUNT	10		Included	Included	3 YEAR
23	WAR-300-CAM-NOF	V300 NO FAULT WARRANTY	10	5 YEAR	Included	Included	

**Grand Total****\$101,375.00(USD)****Pricing Summary**

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$24,335.00	\$0.00
Year 2 Subscription Fee	\$19,260.00	\$0.00
Year 3 Subscription Fee	\$19,260.00	\$0.00
Year 4 Subscription Fee	\$19,260.00	\$0.00
Year 5 Subscription Fee	\$19,260.00	\$0.00
Grand Total System Price	\$101,375.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

**Turn-Key Mobile, Inc.**4510 Country Club Dr  
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

**Proposal**

Date	Proposal #
5/11/2022	28619

**Name / Address**City of Roeland Park  
Accounts Payable  
4600 West 51 St  
Roeland Park, KS 66205

Sales Rep	Prepared By	PO #	Accepted By
FW	Terry		

Item	Description	Qty	Rate	Total
ARB-SOFUDEBWC-OP5	Panasonic BWC ON-PREMISES, DEVICE LICENSE FOR 5-YEAR, INCL. UNIFIED DIGITAL EVIDENCE WITH CLOUD DEVICE MANAGEMENT, STREAMING AND BASIC REDACTION. SERVICE ENTITLEMENTS: DEPLOYMENT, 24X7 HELP DESK, SOFTWARE MAINTENANCE AND SUPPORT	13	605.00	7,865.00
ARB-SVCBWCKTP5Y	Panasonic PROTECTION PLUS, INCLUDES BWC3 ACCIDENTAL DAMAGE COVERAGE FOR YEARS 1-5 AND BWC EXTENDED WARRANTY (EXCLUDING BATTERY) FOR YEARS 4-5	13	375.00	4,875.00
ARB-BWC4-MNT-KIT	Panasonic BWC4 Mount Kit 1x ARB-BWCKFSTUDKIT, 1x KLIK FAST ARB-BWC3MNT-MAG Magnet Mount Kit, 1x KLIK FAST MOLLE MOUNT, 1x Klick Fast Leather Belt Clip, 1x Klick Fast Tag on Garment/Vest Mount	13	120.00	1,560.00
ARB-BWC4-8DOCK-P	Panasonic BWC4000 8 BAY DOCK W/100W AC ADAPTER	1	1,802.00	1,802.00
ARB-BWC8BAYWALL	Panasonic BWC MK3 8-Bay Wallmount bracket, attachment plate and mounting hardware	1	225.00	225.00
ARB-BWC4-8CHARGE-P	Panasonic BWC4000 8 BAY BATTERY CHARGER W/100W AC ADAPTER	1	700.00	700.00
ARB-BWC4-BATTERY	Panasonic BWC4000 REPLACEABLE BATTERY	5	180.00	900.00
SERVICE - SETUP ARB/BWC	System setup and training.	5	2,100.00	10,500.00
SERVICE - ARB ICV & BWC	ICV and BWC Maintenance agreement includes:	5	5,000.00	25,000.00
BCD208-PVS-210-48T-16	BCDV (1) Xeon Silver 4210 - 16GB (2x8GB) (2) 240GB M.2 SSD BOSS Card (3) 16TB SATA HDD (2) 1GbE RJ45 (2) 1100W PSU PSU Windows Server 2019 5YR NBD Warranty Raw Storage 48 TB - Usable Storage 29.8TB RAID 5 - 5 Open Bays - 10 core processor	1	16,342.00	16,342.00
BCD-SA-8GB-3200-RECC	BCD Dell 8GB DDR4 3200 RDIMM ECC Memory - install 6 of 8GB for 64GB Total	6	0.00	0.00
BCD-SQL-SVR-IOT-STD-4-CORE	BCDV Microsoft SQL Server IoT 2019 Standard 4 Core	1	0.00	0.00
** Budgetary Numbers **				

**Proposals are good for 15 days. Please ask your rep for updated pricing and availability.****Total****\$105,807.00****Shipping is included.****Signature**



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14001 Marshall Dr.  
Lenexa, KS 66215  
1-800-440-4947 www.digitalallyinc.com

**Customer:**

Roeland Park Police Department
John Morris
4600 W 51st Street
Roeland Park, KS 66205

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
ROEKS1	DB3	FEDERAL EXPRESS	Subscription	Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
4		5-Year Sub Plan w/ 90-Day Retention (Includes (4) EVO/FVPRO Kits, Unlimited Users, All Other Licenses)	\$2170.32	\$86.76	\$347.04	\$8,334.24
13		5-Year Sub Plan w/ 90-Day Retention (Includes (8) FVPRO Kits, Unlimited Users, All Other Licenses)	\$590.88	\$23.64	\$307.26	\$7,374.18
1		Trade-In Discount (See Notes Below for Detail)	\$0.00	\$800.00	\$800.00	(\$800.00)

Notes:

Total Discount	\$1,454.30
Subtotal	\$14,908.42
Misc	
Tax	\$0.00
Freight	\$240.00
<b>1<sup>st</sup> Year Total</b>	<b>\$15,148.42</b>

**QUOTE NOTES ON PAGE #2**





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\*\*\***(4) DVM-800 Trade-Ins @ \$200.00 Each = \$800.00 Discount Applied**\*\*\*  
\*\*\***4% Kansas Contract Discount Applied**\*\*\*

**Deployment & Activation:**

- Remote Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- Officer Training and Train the Trainer Session
- System Administrator & Troubleshooting Training Session

**60-Month Subscription Plan Includes:**

- (17) Complete FirstVu Pro Body Camera Kits
- (4) Complete EVO-HD In-Car System Kits
- Unlimited Users
- **(1) Free Battery Replacement @18/mos.**
- **(1) Free Body Camera Refresh @ 30/mos.**
- **5-Year Advanced Exchange Warranty on Hardware**
- **All Cloud Licenses on a 90-Day Retention Plan**
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- **Full Access to Share Portal**
- **Full Access to Prosecution Portal**
- **Full Access to Redaction Software**
- **Case Management & GPS Mapping**
- **Remote Activation & Remote Diagnostics**
- **Unlimited Body Camera Messaging Alert Notifications**
- **Product Support for Life of Product**

**Optional Pro-Data Plan Includes:**

- Additional \$7.00 Per Body Camera/Per Month
- Body Camera Live Streaming Services
- 2GB Data Plan Per Month/Per Body Camera

**Subscription Notes:**

- Additional Storage Purchased in Blocks of 100GB for \$63 Per Year.
- Accessories Not in Body Camera Kit or EVO Purchased Separately.
- Turnkey Services Sold Separately @ \$2,000.00
- EVO-HD Installation Sold Separately @ \$499.00 Per Install
- Removal of Existing In-Car Systems Sold Separately @ \$75.00 Per System
- Applicable Taxes and Freight Due Upfront
- Applicable Taxes Not Included in Quote
- Upon expiration or termination of the Subscription only, Digital Ally will provide "Download Assistance" to Customer of its audio & video ("raw") files onto a customer provided storage device, in MP4 format, at a cost of \$69.00 per 100 GB of video.

**Annual Subscription Breakdown:**

(1st Year Includes Hardware, Licenses, and Freight)

1st Year = \$15,148.42

2nd Year = \$15,708.42

3rd Year = \$15,708.42

4th Year = \$15,708.42

5th Year = \$15,708.42

5-Year Total = \$77,982.10



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Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

## TERMS OF SALE

Your purchase of the goods sold hereunder (“**Products**”) from Digital Ally, Inc., a Nevada corporation (collectively, with its parents, subsidiaries and affiliates, “**Seller**”) will be governed by the following terms of sale agreement (“**Terms**”). You will be referred to throughout these Terms as “**you**” or “**Customer**”.

- 1. Payment for the Products.** Payment terms are cash on delivery, except where credit has been established and maintained to Seller’s satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You will be responsible for all costs Seller incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys’ fees, collection agency fees and any other associated costs. Any discrepancy between any Order placed under these Terms and Seller’s corresponding shipment or shipments, must be reported to Seller for resolution within ten (10) days of Seller’s invoice date, except for price discrepancies which must be reported to Seller for resolution within thirty (30) days of Seller’s invoice date. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Seller with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
- 2. Shipment, Risk of Loss, and Title.** Seller will use commercially reasonable efforts to comply with your shipping instructions. Unless otherwise stated by Seller in an Order, all shipments will be F.O.B. Destination, with shipping costs and insurance fees, if any, to be paid by Customer and included in Seller’s invoice to you. If Customer’s shipping account is utilized, such shipments will be shipped F.O.B. Origin. Seller is not responsible for any duty or customs fees and you may be invoiced separately for these charges.
- 3. Acceptance; Claims for Shortage, Damage, or Non-Conformity.** Delivered Products will be deemed accepted upon the earlier of your formal acceptance of the Products or the expiration of 30 days from delivery of the Products (“**Acceptance of the Products**”). If you discover upon initial inspection of the Products that (a) some or all of the Products are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Seller of your rejection of the goods within 30 days from the delivery date, after which notice Seller shall have a reasonable opportunity to cure any non-conformance with your Order. Claims for shortages in shipment or claims for damage to goods during shipping will not be considered unless written notice is given to Seller within 10 days from date of receipt of the Products. All Products must be inspected prior to disposing of packaging materials, with packing materials to be maintained if there is a claim for damage during shipping.
- 4. Security Interest.** You hereby grant Seller a security interest in the Products to secure your payment obligation to Seller under this sale, pursuant to these Terms. You hereby authorize Seller to file such UCC financing statements in such jurisdictions as Seller deems appropriate to perfect the security interest granted hereby.
- 5. Excusable Delays.** Seller will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Seller’s reasonable control, including without limitation, those delays arising from product manufacture and shipping (each, a “**force majeure**”).
- 6. Limited Warranty.** SELLER'S REPAIR OR REPLACEMENT WARRANTY ON THE GOODS PROVIDED

UNDER THE ORDER IS SET OUT IN A SEPARATE STATEMENT (THE “**LIMITED WARRANTY**”), WHICH SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE GOODS SOLD UNDER THIS ORDER. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND SELLER’S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A CLAIM ARISING FROM OR RELATING TO THE ORDER OR PRODUCTS WILL BE THE REPAIR OR REPLACEMENT OF THE PRODUCTS. The Limited Warranty is posted on the Seller’s website at the following website address: <https://www.digitalallyinc.com/limited-warranty/>. The Limited Warranty provides you with warranty support from Seller’s offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 12 of these Terms) at the place where the Products are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Seller. Failure to properly maintain the Products may void the Limited Warranty.

**7. Disclaimer.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER, ITS SUBSIDIARIES, AFFILIATES, AND THEIR AGENTS (COLLECTIVELY, “**SELLER PARTIES**”) WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO AN ORDER FOR THE PRODUCTS, THE PRODUCTS, SHIPMENT OF THE PRODUCTS, OR THESE TERMS (INCLUDING, WITHOUT LIMITATION, SITUATIONS REFERENCED IN PARAGRAPHS 5, 13, AND 14 OF THESE TERMS), WHETHER OR NOT A SELLER PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES’ CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE PRODUCTS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO SELLER FOR THE SPECIFIC PRODUCTS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.

**8. Compliance with Laws.** You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Products purchased under these Terms. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Seller of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government,

governmental agency, political party or any officer, employee, or agent thereof.

**9. Customer Use.** You assume all responsibilities for the suitability and the results of using the Products alone or in combination with other articles, and in circumstance, process or procedure. You will indemnify, defend, and hold harmless Seller Parties from and against any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (i) your use of the Products under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

**10. Changes to the Terms.** The Terms in effect at the time you place a purchase order for the goods sold hereunder will apply to such purchase order and goods. Seller reserves the right to make changes to these Terms from time to time.

**11. Governing Law; Jurisdiction and Venue; Time to File Claims.** These Terms, including all disputes arising from or relating to an Order for Products, shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any claim arising out of or relating to this Order, the Products, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts. Any cause of action you may have arising out of or relating to these Terms, including, without limitation, an Order or the Products, must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

You assume all responsibilities for the suitability and the results of using the Products alone or in combination with other articles, and in circumstance, process or procedure. You will indemnify, defend, and hold harmless Seller Parties from and against any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (i) your use of the Products under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

**12. Authority; Administrator.** You warrant and represent to Seller that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. You agree to appoint a primary administrator ("**Primary Administrator**") with the technical knowledge necessary to install and perform routine maintenance on the Products, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Products.

**13. Trade-ins.** If, as part of your Order, Seller agrees in writing to accept a trade-in from you ("**Trade-In**") and offers you a discount on a new Order for an equipment trade-in ("**Trade-In Program**"), or if Seller otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("**Trade-In Offer**"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("**Traded Equipment**"); (ii) you will follow all Seller and carrier shipping rules in returning the Traded Equipment to Seller; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Seller

immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Seller with no possibility of return; (iv) you are giving Seller permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Seller's sole discretion; and (v) if the Traded Equipment is not returned to Seller so as to be received by Seller within thirty (30) days of the date of delivery of the new equipment you have received from Seller as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded

Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro -rata in accordance with the value that Seller in its discretion assigns to the parts and accessories not returned. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

**14. Advance Exchange Program.** If your Order includes participation in Seller's Advance Exchange Program, offered in conjunction with Seller's Limited Warranty, Seller will send you the replacement for Products replaced pursuant to the terms of the applicable Seller Limited Warranty in advance of receiving the Products Seller has agreed in writing to replace for you ("**Replaced Products**"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Products; (ii) you will follow all Seller and carrier shipping rules in returning the Replaced Products to Seller; (iii) the return of Products is final and that by participating in the Advance Exchange Program, ownership of the Replaced Products is transferred irrevocably to Seller immediately, the Replaced Products will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Products to Seller with no possibility of return; (iv) you are giving Seller permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Products in Seller's sole; and (v) you will ship the Replaced Products back to Seller within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Products to Seller within such thirty (30) day period, Seller may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Products to Seller; or (ii) pay to Seller the original purchase price of the Replaced Products. If you fail to return the Replaced Products to Seller for a period exceeding ninety (90) days, Seller may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Seller an amount equal to the original purchase price of the Replaced Products. When returning the Replaced Products, you must return all parts and accessories comprising of the Replaced Products, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Products not returned, which will be charged on a pro-rata basis in accordance with the value that Seller in its discretion assigns to the parts and accessories not returned. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00).

**15. Exclusion of Other Terms; Entire Agreement; Miscellaneous.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a Customer purchase order) will be void and of no effect unless expressly accepted in writing by Seller. Seller's sales invoice, any applicable warranty accompanying the Products, these Terms, and any special conditions agreed to in writing and signed by you and Seller are incorporated and collectively referred to herein as the "**Order**",

which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Seller ("**Additional Agreement(s)**"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies. If your purchase includes a license or licenses to permit you to use Seller software, the terms of the software license(s) provided to you by Seller shall apply to such software. Captions and paragraph headings have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.



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4600 West 51 Street • Roeland Park, Kansas 66205

John Morris, Chief of Police 913-677-3363 FAX: 913-722-3745

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## **POLICE IN-CAR AND BODY WORN CAMERA PROPOSAL**

**Identification:** The Roeland Park Police Department has video cameras inside patrol units that record police activity for items such as traffic stops, accidents, emergency responses, criminal investigations, and public contact. The units have a microphone pack officers wear that record audible conversations. Officers wear a separate body camera to record video and audio while out of the vehicle in situations such as inside a residence or business away from the patrol cars.

**Problem:** The current system we have is over 5 years old and antiquated. We replace car cameras on a five-year rotation and have done so for many years. The vehicle cameras and body cameras currently do not work together as one unit and are downloaded in two separate fashions that involves a compromise to the security of videos. Car video is automatically downloaded to our server while body camera footage is done manually and can be erased or altered. The current car cameras in our units are from DIGITAL ALLY and body worn cameras are from several different manufacturers. The technology has changed in the past few years with car camera units and body worn cameras being integrated into one multi-tasking unit that ensures the integrity of police recordings and decreases liability dramatically.

**Solution:** Replace video recordings of all police activity to integrated working units of in-car and body worn cameras. Storage of all recordings would be placed into a "cloud" that is subscription based and secured while protecting the integrity of all police activity and accountability of officer actions. Server space currently used now can have items purged eliminating purchase of additional servers. The results would ensure for a period of five years a total package without additional increase in pricing, local service warranty, software updates, training, and technical support.

**Justification:** Technology, community policing, accountability, liability, and integrity are only a few words that continue to change while providing quality public safety to our community. One of the most important tool and resources available is the video recordings of police officers while in the performance of their job. The liability and police

actions determine many factors on what is needed to protect the community, police officers, and the City of Roeland Park from false information, lawsuits, and record officer's conduct. Having a proven working video recording system that integrates all police activities into one universal recording and download will decrease liability and increases accountability.

**Request:** To increase the current CIP and purchase a complete recording system package for the police department. This will replace video cameras in our patrol cars and equip each patrol officer with a body camera.

Digital Ally – \$77,982.10 (current provider & our choice)

Pro-Vision – \$90,300

Motorola - \$101,375

Turn-Key Panasonic – \$105,807

**Summary:**

- 1- Current vehicle cameras and body cameras are not integrated with each other.
- 2- New police vehicles have been ordered and rotation of cameras are due. We want new cameras in the new vehicles.
- 3- Technology enhancement and prices have increased. Current older units are antiquated.
- 4- Storage of video will be “cloud based” by subscription. No new sever required. Purge items in current space.
- 5- All warranty, service, tech support, software updates, & training are local and provided for a period of five years.
- 6- Current discounts available now as a repeat customer.

Police departments around the country have seen several dramatic changes over the past few years. Our community policing philosophy has made a very positive impact in the City of Roeland Park and the citizens we serve. As we continue with our vision, we need to be able to record all police activities along with being transparent and accountable of our actions in the performance of our job. Having a reliable recording system is only one tool but one of the most important things we use on a daily basis. We can't afford to be wrong and I strongly suggest we keep as current as possible and continue to use technology to our advantage in making Roeland Park as safe as possible.

JM-2300

