AGENDA CITY OF ROELAND PARK, KANSAS CITY COUNCIL MEETING ROELAND PARK

Roeland Park City Hall, 4600 W 51st Street November 21, 2022 6:00 PM

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

- Michael Poppa, Council Member
- Tom Madigan, 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	Finance	Safety	Public Works	
Raglow	Rebne	Poppa	Brauer	
Dickens	Hill	Madigan	Faidley	

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Citizens Comments

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

II. Consent Agenda

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

A. Appropriations Ordinance #1008

- B. City Council Meeting Minutes October 17, 2022
- C. Special Called City Council Meeting Minutes October 24, 2022
- D. Special Called City Council Meeting Minutes November 1, 2022

III. Business From the Floor

A. Applications / Presentations

IV. Mayor's Report

- A. Holiday Kindness Project Update
- B. Holiday Family Adoption Update

V. Workshop and Committee Reports

VI. Reports of City Liaisons

A. MARC – First Tier Suburbs (Jan Faidley)

VII. Unfinished Business

VIII. New Business

- A. Approve Change Order Adding Women's Locker Room Remodel to Aquila Contract (5 min)
- B. Reappointment of City Attorney, City Engineer, Judge and Prosecutor (5 min)
- C. Approve 2023 CARS Agreement with Johnson County for 48th St Project (5 min)
- D. 2023 IT Agreement with Johnson County DTI (5 min)

IX. Ordinances and Resolutions:

X. Workshop Items:

XI. Reports of City Officials:

A. 3rd Quarter Financial Report (5 min)

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

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

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

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

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

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

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

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

Item Number: Pledge of Allegiance- -A.

Committee 11/21/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date:	
Submitted By:	
Committee/Department:	
Title:	Instructions on Logging into Meeting Remotely
Item Type:	
Recommendation:	
See instructions to log in	below.

Details:

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

Kelley Nielsen is inviting you to a scheduled Zoom meeting.

Topic: City Council and Governing Body Workshop Meeting

Time: This is a recurring meeting Meet anytime

Join Zoom Meeting

https://zoom.us/j/97767592270?pwd=VWNXbjNkejIVb0JBaStWMDF5WXpoZz09

Meeting ID: 977 6759 2270

Passcode: council One tap mobile

+16699006833,,97767592270# US (San Jose)

+12532158782,,97767592270# US (Tacoma)

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)

Meeting ID: 977 6759 2270

Find your local number: https://zoom.us/u/adPknyVL7e

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Consent Agenda- II.-A.

Committee 11/21/2022

Meeting Date:



City of Roeland Park Action Item Summary

		•
Con Title	mitted By: nmittee/Department:	Appropriations Ordinance #1008
Red	commendation:	
Det	ails:	
		Financial Impact
		Amount of Request:
	Budgeted Item	? Budgeted Amount:
		Line Item Code/Description:
		Additional Information
		How does item relate to Strategic Plan?
	H	ow does item benefit Community for all Ages?
AT 1	TACHMENTS:	
	Description	Туре
D	Appropriations Ordinance #1008	3 Cover Memo

Appropriation Ordinance - 11/21/2022 - #1008

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

Thursday, November 17, 2022

Appropriation Ordinance - 11/21/2022 - #1008

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

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

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this November 21, 2022.

Attest:	
City Clerk	Mayor

Total Appropriation Ordinance

\$

410,592.39

Appropriation Ordinance - 11/21/2022 - #1008

			-		Check /EFT Date	Amarint	 "	Charle A
Vendor	Dept	Acct #	Description	Invoice Description	Date	Amount	Chk#	Check Amount
Vondon	Dont	Agggymt	Aggovat Doggariation	Defenence	Data	Distribution	Choole #	Check
Vendor	Dept 101	Account	Account Description	Reference	Date	Amount	Check #	Amount
ADP, Inc.	101	5214.101		617573703	11/02/22		74203	242.76
Advance Auto Parts	106		Materials	5128228629928	10/19/22		74157	23.66
Advance Auto Parts	106		Materials	5128230821018	11/16/22		74273	11.39
Airgas USA, LLC	106	5318.106		9991928414	10/19/22		74158	22.42
Airgas USA, LLC	106	5318.106		9131151921	11/16/22		74274	43.13
Airgas USA, LLC	106	5318.106		9992641251	11/16/22	22.98	5 4004	
All City Management Services, Inc.			Other Contracted Services	80448	11/02/22		74204	463.79
All City Management Services, Inc.			Other Contracted Services	80843	11/09/22		74232	439.38
All Star Awards & Ad Specialties, In		5267.101	1 7	474940	11/16/22		74275	37.10
American Equipment Co.	106		Maintenace & Repair Equipment	45713	11/09/22		74233	100.90
American Fidelity Assurance	101		Supplemental Inusrance Payable	D513533	11/02/22		74205	666.98
AT&T	101		Telephone	3241 10/21/22	11/02/22		74206	265.62
Kate Baglow	108	5206.108	Travel Expense & Training	8/27/22 Apple	11/16/22	855.00	74276	855.00
Balls Food Stores	106	5219.106	Meeting Expenses	42713	11/09/22	36.45	74234	331.95
Balls Food Stores	106	5219.106	Meeting Expenses	56501	11/09/22	295.50		
Terri Baugh	101	5283.101	RP Community Foundation Grant Ex	10/11/22 USPS	10/19/22	24.00	74159	24.00
Bernie Electric Wholesale, Inc.	106	5306.106		S100093670001	10/26/22	98.45	74189	98.45
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761365798	11/09/22	2,073.63	74235	3,356.96
Black & McDonald	101	5222.101	Traffic Signal Expense	761365798	11/09/22	1,283.33		
Bledsoe's Rental Inc.	300	5470.300	Park Maint/Infrastructure	178470	11/16/22	491.55	74277	491.55
Boelte-Hall, LLC	3.8	######	Printing & Advertising	2244436	11/09/22	742.98	74236	4,111.41
Boelte-Hall, LLC	101	5208.101	Newsletter	2244212	11/09/22	3,368.43		
Bollcom, Inc.	101	5211.101	Maintenace & Repair Equipment	9466	11/09/22	89.00	74237	89.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1074900	10/19/22	45.00	74160	45.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1075279	11/09/22	99.95	74238	144.95
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1075327	11/09/22	45.00		
	101	5282.101	Property Tax Rebate Program	11/3/22 Ck Req	11/09/22	582.07	74239	582.07
City of Fairway	101	5237.101	Community Events	10/6/22	10/19/22	364.29		364.29
Civic Plus	101	5214.101	Other Contracted Services	244374	10/19/22		74162	625.00
Civic Plus	101	5214.101	Other Contracted Services	245884	11/09/22	1,108.85		5,882.90
Civic Plus	220	5266.220	Computer Software	245154	11/09/22	4,774.05		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Colorado Department of Revenue	101	4725.101	Police Reports	11/9/22 Man Ck	11/09/22		32792	10.00
Columbia Capital Management, LL			Professional Services	22430004	11/02/22	7,040.72		7,040.72
Occupational Health Centers of the			Medical Expense & Drug Testing	1014340473	11/16/22		74279	150.00
Corporate Health - Medical Pavilio		5207.220	1 0 0	313211200	11/02/22	50.00		50.00
Catherine Creed	300		2020 Stormwater-57th and Roeland		10/19/22		74163	139.50
Custom Rods Interiors, LLC	102	5260.102		811080	11/02/22	255.00		255.00
Jaime Davis	101		Committee Funds	11/10/22 Signs	11/16/22		74280	228.89
Jamie Davis	101	3230.101	Committee runus	11/10/22 SignS	11/10/44	228.89	74400	228.89

Digital Ally	102	5211.102	Maintenace & Repair Equipment	1122016	10/19/22	50.00	74164	50.00
Dog Waste Depot	110		Grounds Maintenance	515916	11/16/22	1,054.79	74281	1,054.79
Penny Doll	101	5237.101	Community Events	10/20-22/22 Exp	11/09/22	86.23	74241	86.23
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	11022212052	11/16/22	97.50	74282	97.50
Joseph M. Elder	101		Neighbors Helping Neighbors	4216 W 47th Terr	11/09/22	2,000.00	74242	8,000.00
Joseph M. Elder	101		Neighbors Helping Neighbors	4755 Neosho	11/09/22	2,000.00		
Joseph M. Elder	101		Neighbors Helping Neighbors	4910 Birch St	11/09/22	2,000.00		
Joseph M. Elder	101		Neighbors Helping Neighbors	5439 Linden St	11/09/22	2,000.00		
Electronic Contracting Company	101		Maintenance & Repair Building	34279	11/02/22	1,118.82	74210	1,118.82
Eligius Bronze	101		RP Community Foundation Grant E	x 1016462	10/26/22	178.00	74190	178.00
ETC Institute	101	5214.101	•	30246	11/16/22	868.75	74283	868.75
Evergy Energy Solutions, Inc.	101	5214.101	Other Contracted Services	MS006889 8/22	11/02/22	996.80	74211	2,076.67
Evergy Energy Solutions, Inc.	220	5214.220	Other Contracted Services	MS006889 8/22	11/02/22	456.87		•
Evergy Energy Solutions, Inc.	290	5214.290	Other Contracted Services	MS006889 8/22	11/02/22	623.00		
Fabric Print Inc.	106	5308.106	Clothing & Uniforms	2535964	11/16/22	119.00	74284	119.00
Federal Signal Corp SSG	550		Building Improvement	8129173	11/09/22	18,843.95	74243	18,843.95
	101	5282.101	Property Tax Rebate Program	11/3/22 Ck Req	11/09/22	712.05		712.05
Galls, LLC	102		Clothing & Uniforms	22208525	10/19/22	117.19	74165	117.19
Gather Media and Communication			Professional Services	331	11/02/22	1,430.00		1,430.00
Green For Life Environmental	115	5235.115	Disposal Fees	AS0001071486	10/19/22	650.00	74166	650.00
Green For Life Environmental	115	5235.115	Disposal Fees	AS0001083362	11/16/22	185.00	74285	185.00
Green For Life Environmental	115		Solid Waste Contract	AS0001085937	11/09/22	44,887.50	74245	44,887.50
Frank Gilman	103	5214.103	Other Contracted Services	Recurring Check	11/01/22	1,166.67	74200	1,166.67
Gilmore & Bell, P.C.	101	5215.101	City Attorney	8049754	11/09/22	11,583.00		11,583.00
Grainger	106		Traffic Control Signs	9489982240	11/09/22		74247	82.04
GT Distributors - Austin	102		Clothing & Uniforms	INV0924735	11/02/22	29.85	74213	29.85
Hampel Oil, Inc.	106		Motor Fuels & Lubricants	91601855	11/16/22	2,472.98		2,472.98
Harco Fence and Deck LLC	101	4265.101	Business Occupational Licenses	10/31/22 Reim	11/09/22	80.00	74248	80.00
	101		Property Tax Rebate Program	11/3/22 Ck Req	11/09/22	596.55	74249	596.55
Judy Hyde	101		Committee Funds	10212022	10/26/22	100.00	74191	100.00
	101	5282.101	Property Tax Rebate Program	11/3/22 Ck Req	11/09/22	474.40	74250	474.40
Jake's Lawn & Landscape, LLC.	110		Grounds Maintenance	5301	10/26/22	2,900.00	74192	2,900.00
Johnson County Wastewater	101	5288.101	Waste Water	10/6/22 Multi	10/19/22	265.66	74167	1,802.63
Johnson County Wastewater	106	5288.106	Waste Water	10/6/22 Multi	10/19/22	185.54		
Johnson County Wastewater	220	5288.220	Waste Water	10/6/22 Multi	10/19/22	1,351.43		
Johnson County Government	103	5227.103	Prisoner Care	201268	10/19/22	1,725.00	74168	1,725.00
Johnson County Health & Environ	n 290	5307.290	Other Commodities	10/28/22	11/09/22	78.24	74251	78.24
Johnson County Mental Health	102	5214.102	Other Contracted Services	9/30/22	10/19/22	5,259.78	74169	5,259.78
J.P. Cooke Company	101	5301.101	Office Supplies	750771	11/09/22	114.00		114.00
Kansas City Board of Public Utiliti	i 101	5222.101	Traffic Signal Expense	2834 10/25/22	11/02/22		74214	35.02
Keller Fire & Safety	290		Maintenace And Repair Building	303871	11/09/22		74254	341.77
Key Equipment & Supply	106		Maintenace & Repair Equipment	KC204967	11/09/22	341.00		341.00
Kansas Gas Service	101	5289.101	Natural Gas	10/11/22 Multi	10/19/22	294.35		432.04
Kansas Gas Service	106	5289.106	Natural Gas	10/11/22 Multi	10/19/22	64.66		

Kansas Gas Service	220	5289.220	Natural Gas	10/11/22 Multi	10/19/22	73.03		
Kansas Gas Service	101	5289.101	Natural Gas	, , 11/9/22 Multi	11/16/22	256.60	74288	483.10
Kansas Gas Service	106	5289.106	Natural Gas	11/9/22 Multi	11/16/22	226.50		
Office of the State Fire Marshal	220	5229.220	Permits	482351	11/02/22		74215	60.00
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	2100449	11/09/22	102.00	74256	102.00
Lamp, Rynearson & Assoc., Inc.	270		Professional Services	322001010000009	10/19/22	7,910.00	74171	35,482.10
Lamp, Rynearson & Assoc., Inc.	290	5425.290	Other Capital Outlay	320001030000025	10/19/22	1,139.25		·
Lamp, Rynearson & Assoc., Inc.	510	5428.510	Roe Parkway Extension & Maintena	321001040000012	10/19/22	3,253.00		
Lamp, Rynearson & Assoc., Inc.	270		Residential Street Reconstruction	32200104000004	10/19/22	10,001.05		
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	320001040000023	10/19/22	498.00		
Lamp, Rynearson & Assoc., Inc.	270	5463.270	2023 CARS - Elledge b/t Roe Ln & 4	321001070000015	10/19/22	9,720.05		
Lamp, Rynearson & Assoc., Inc.	300	5472.300	R Park Development Plan	321001050000012	10/19/22	2,960.75		
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	322001010000010	11/16/22	11,453.45	74289	43,983.66
Lamp, Rynearson & Assoc., Inc.	106	5421.106	Street Maintenance	321001100000008	11/16/22	312.50		
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	32200104000005	11/16/22	11,015.40		
Lamp, Rynearson & Assoc., Inc.	370	5457.370	CARS 2020 - Roe	32200107000001	11/16/22	247.50		
Lamp, Rynearson & Assoc., Inc.	270	5463.270	2023 CARS - Elledge b/t Roe Ln & 4	321001070000016	11/16/22	11,078.65		
Lamp, Rynearson & Assoc., Inc.	270	5466.270	2023 CARS - 48th from Roe Lane to	322001050000002	11/16/22	4,736.00		
Lamp, Rynearson & Assoc., Inc.	300	5472.300	R Park Development Plan	321001050000013	11/16/22	5,140.16		
League of Kansas Municipalities	105	5206.105	Travel Expense & Training	5212	10/26/22	170.00	74193	170.00
The Legal Record	101	5204.101	Legal Printing	L99202	10/19/22	37.90	74172	124.27
The Legal Record	101	5204.101	Legal Printing	L99203	10/19/22	86.37		
The Legal Record	101	5204.101	Legal Printing	L99633	11/09/22	22.97	74257	22.97
Lynda Leonard	101	5230.101	Art Commissioner	Recurring Check	11/01/22	100.00	74201	100.00
Lexington Plumbing & Heating Co.	. 300	5470.300	Park Maint/Infrastructure	133302	11/16/22	185.00	74290	185.00
Lippert Mechanical Service Corp	101	5210.101	Maintenance & Repair Building	SI2096300	10/26/22	868.00	74194	2,634.00
Lippert Mechanical Service Corp	106	5210.106	Maintenace & Repair Building	SI2096301	10/26/22	306.00		
Lippert Mechanical Service Corp	290	5210.290	Maintenace And Repair Building	SI2096299	10/26/22	1,220.00		
Lippert Mechanical Service Corp	220	5211.220	Maintenance & Repair Equipment	SI2096298	10/26/22	240.00		
Lowe's Business Acct./GEMB	106	5211.106	Maintenace & Repair Equipment	1760 11/12/22	11/03/22	(13.02)	32787	299.67
Lowe's Business Acct./GEMB	106	5259.106	Traffic Control Signs	1760 11/12/22	11/03/22	101.27		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 11/12/22	11/03/22	41.35		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 11/12/22	11/03/22	9.49		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 11/12/22	11/03/22	56.63		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 11/12/22	11/03/22	19.51		
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 11/12/22	11/03/22	26.56		
Lowe's Business Acct./GEMB	290		Materials	1760 11/12/22	11/03/22	57.88		
Mack True Value Hardware	106	5306.106	Materials	1175 10/31/22	11/16/22		74291	57.19
MARC	101	5206.101	Travel Expense & Training	33677	11/09/22	8,500.00	74258	8,500.00
	101		City Attorney	208255	11/02/22	9,443.00	74216	24,206.00
	101		City Attorney	208255	11/02/22	14,668.00		
	101		City Attorney	208255	11/02/22	95.00		
	103		Professional Services	10/7/22	10/19/22	150.00		150.00
Brent Mayhew	101	5245.101	Home Energy Audit Incentive	10/31/22 Reim	11/09/22	299.00	74259	299.00

MEI Total Elevator Solutions	101	5210.101	Maintenance & Repair Building	979321	10/19/22	247.20	74174	247.20
M & H Gas, LLC	220	5240.220	Equipment Rental	72 11/1/22	11/09/22	21.95	74260	21.95
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	10/24/22	10/26/22	40,314.00	74195	40,314.00
Mission Electronics, Inc.	550	5214.550	Other Contracted Services	50935IN	10/19/22	24,506.93		24,506.93
Missouri Organic	115	5235.115	Disposal Fees	47572	11/16/22	324.45	74292	1,622.25
Missouri Organic	115	5235.115	Disposal Fees	47635	11/16/22	216.30		
Missouri Organic	115	5235.115	Disposal Fees	47677	11/16/22	108.15		
Missouri Organic	115	5235.115	Disposal Fees	47680	11/16/22	108.15		
Missouri Organic	115	5235.115	Disposal Fees	47684	11/16/22	108.15		
Missouri Organic	115	5235.115	Disposal Fees	47687	11/16/22	108.15		
Missouri Organic	115	5235.115	Disposal Fees	47764	11/16/22	648.90		
Moss Printing	101	5301.101	Office Supplies	16198	11/16/22	7.50	74293	7.50
Murphy Tractor & Equipment Co	.106	5211.106	Maintenace & Repair Equipment	1898933	10/19/22	1,051.47	74176	1,051.47
Murphy Tractor & Equipment Co	.106	5211.106	Maintenace & Repair Equipment	1922053	11/16/22		74294	379.85
Northeast Johnson Cty. Chamber	c 101	5253.101	Public Relations	41831	11/09/22	1,200.00	74262	1,200.00
Kelley Nielsen	105	5206.105	Travel Expense & Training	8/18-11/3/22 Exp	11/09/22		74263	229.38
Optiv Security	102		Computer Software	INV10025835005	11/09/22	50.84	74264	50.84
•	101	5282.101	Property Tax Rebate Program	11/3/22 Ck Req	11/09/22	593.89	74265	593.89
	101		Property Tax Rebate Program	11/3/22 Ck Req	11/09/22	748.19	74266	748.19
Adam Peer	103		Professional Services	10/19/22	10/26/22	150.00	74196	300.00
Adam Peer	103	5209.103	Professional Services	10/25/22	10/26/22	150.00		
Pitney Bowes Global Financial Se	r 101	5205.101	Postage & Mailing Permits	7903 10/20/22	11/02/22	402.50	74217	402.50
Michael Poppa	108		Travel Expense & Training	10/21/22 Reim	10/26/22	155.08		155.08
Principal Life Insurance Co.	107		City Paid Life/ST Disability	10001 10/17/22	10/26/22	847.02	74198	847.02
Professional Service Industries, I	n 270		CARS 2022 - 53rd Street	849145	11/16/22	274.00	74295	1,623.00
Professional Service Industries, I	n 270	5463.270	2023 CARS - Elledge b/t Roe Ln & 4	1848609	11/16/22	1,349.00		
Wex Bank	104		Motor Fuels & Lubricants	84375991	10/18/22	51.18	32784	914.52
Wex Bank	106	5302.106	Motor Fuels & Lubricants	84375991	10/18/22	863.34		
Rejis Commission	102	5214.102	Other Contracted Services	494594	11/02/22	191.38	74218	191.38
Roeland Park Community Found	at 101	4787.101	RP Community Foundation Donation	11/15/22 Ck Req	11/16/22	100.00	74296	100.00
•	101		Property Tax Rebate Program	11/3/22 Ck Req	11/09/22	755.07	74267	755.07
Safeguard Business Systems	101	5301.101	Office Supplies	R00NN5 10/26/22	11/09/22	129.52	74268	129.52
SFS Architecture	360	5209.360	Professional Services	14852	10/19/22	2,160.00	74177	6,889.52
SFS Architecture	290	5425.290	Other Capital Outlay	14659.	10/19/22	7.72		
SFS Architecture	220	5442.220	Building Improvement	14851	10/19/22	4,702.50		
SFS Architecture	300	5476.300	Community Center Improvement	14659.	10/19/22	19.30		
SFS Architecture	300	5476.300	Community Center Improvement	14869	11/02/22	12,135.75	74219	18,978.28
SFS Architecture	300	5476.300	Community Center Improvement	14917	11/02/22	1,882.65		
SFS Architecture	300	5476.300	Community Center Improvement	14926	11/02/22	4,959.88		
Signco Inc.	270	5463.270	2023 CARS - Elledge b/t Roe Ln & 4	51683	10/19/22	118.11	74178	118.11
Staples	101		Office Supplies	8067909547	11/02/22	306.45	74220	368.14
Staples	101	5304.101	Janitorial Supplies	8067909547	11/02/22	61.69		
Strasser True Value	106	5306.106	Materials	417510	11/09/22	3.60	74269	3.60
Terminix Processing Center	106	5214.106	Other Contracted Services	425692328	10/19/22		74179	76.00
-								

Karen Torline 10	3 5214.103	Other Contracted Services	Recurring Check	11/01/22	1,416.67	74202	1,416.67
Town & Country Building Services 10	1 5214.101	Other Contracted Services	147710	11/02/22	745.00		745.00
Unique Paving Materials Corp. 10		Street Maintenance	68789	11/09/22	135.00		135.00
US BANK 10	5203.101	Printing & Advertising	Nielsen 10/25/22	10/25/22	104.00	32786	4,618.59
US BANK 10		Postage & Mailing Permits	Morris 10/25/22	10/25/22	64.42		
US BANK 10	2 5206.102	Travel Expense & Training	Morris 10/25/22	10/25/22	162.63		
US BANK 10	3 5206.103	Travel Expense & Training	Winn 10/25/22	10/25/22	125.00		
US BANK 10		Travel Expense & Training	Moody 10/25/22	10/25/22	25.00		
US BANK 10		Maintenace & Repair Equipment	Nielsen 10/25/22	10/25/22	12.02		
US BANK 10		Maintenace & Repair Equipment	Scharff 10/25/22	10/25/22	400.00		
US BANK 10	1 5216.101	Special Prosecuter Fees	Vandenbos 10/25/	10/25/22	238.61		
US BANK 10	1 5216.101	Special Prosecuter Fees	Vandenbos 10/25/	10/25/22	8.12		
US BANK 10		Special Prosecuter Fees	Vandenbos 10/25/	10/25/22	(9.15)		
US BANK 10		Meeting Expense	Winn 10/25/22	10/25/22	202.08		
US BANK 10		Public Relations	Nielsen 10/25/22	10/25/22	1,500.00		
US BANK 10	1 5254.101	Miscellaneous Charges	Marshall 10/25/2	10/25/22	71.44		
US BANK 10		Traffic Control Signs	Scharff 10/25/22	10/25/22	214.85		
US BANK 11		Grounds Maintenance	Vandenbos 10/25/	10/25/22	202.67		
US BANK 10		Office Supplies	Nielsen 10/25/22	10/25/22	153.68		
US BANK 10		Office Supplies	Nielsen 10/25/22	10/25/22	25.12		
US BANK 10		Motor Fuels & Lubricants	Morris 10/25/22	10/25/22	25.00		
US BANK 10		Motor Fuels & Lubricants	Winn 10/25/22	10/25/22	299.00		
US BANK 10		Dues, Subscriptions, & Books	Nielsen 10/25/22	10/25/22	104.93		
US BANK 10		Dues, Subscriptions, & Books	Morris 10/25/22	10/25/22	25.00		
US BANK 10		Materials	Vandenbos 10/25/	10/25/22	310.50		
US BANK 22		Grounds Supplies and Equipment	Long 10/25/22	10/25/22	46.58		
US BANK 22		Operating Supplies/Personal Care	Marshall 10/25/2	10/25/22	94.69		
US BANK 22		Operating Supplies/Personal Care	Marshall 10/25/2	10/25/22	12.40		
US BANK 10		K9 Expenses	Morris 10/25/22	10/25/22	200.00		
USIC Locating Services, LLC 10		Street Light Repair & Maintenance		11/09/22	1,218.88	74271	1,271.76
USIC Locating Services, LLC 37		CARS 2020 - Roe	545637	11/09/22	52.88		,
US Postal Service 10	1 5205.101	Postage & Mailing Permits	1348 11/14/22	11/14/22	585.61	32793	585.61
Verizon Wireless 10		Telephone	9918916964	11/02/22	723.94		843.97
Verizon Wireless 10		Telephone	9918916964	11/02/22	80.02		
Verizon Wireless 10		Telephone	9918916965	11/02/22	40.01		
Watchmen Security Services, LLC 10	6 5210.106	Maintenace & Repair Building	70915	11/09/22		74272	27.00
Water District No 1 of Johnson Co. 10			10/25/22 Multi	11/02/22	157.17		1,853.34
Water District No 1 of Johnson Cot 10	6 5287.106	Water	10/25/22 Multi	11/02/22	998.67		
Water District No 1 of Johnson Cot 22	20 5287.220	Water	10/25/22 Multi	11/02/22	697.50		
Weather or Not 10		Other Contracted Services	9576	10/26/22	2,530.00	74199	2,530.00
Christine Webster 10	1 5256.101	Committee Funds	8/15-17/22 Exp	11/02/22		74224	32.64
Wholesale Batteries, Inc. 10	6 5260.106	Vehicle Maintenance	471390	11/16/22	139.11	74297	139.11
Witt O'Brien's LLC 55	5209.550	Professional Services	507003953	11/16/22	350.00		350.00
The Zepher Company 10		Clothing & Uniforms	1601387	11/16/22		74299	82.00
·		-					

Evergy	101	5201.101	Electric	10/19/22	10/19/22	19.22	EFT	19.22
Evergy	101	5201.101	Electric	10/24/22	10/24/22	1,044.64	EFT	1,044.64
Evergy	101	5201.101	Electric	10/31/22	10/31/22	19.11	EFT	19.11
Evergy	106	5201.106	Electric	10/24/22	10/24/22	379.37	EFT	379.37
Evergy	106	5201.106	Electric	10/31/22	10/31/22	18.14	EFT	18.14
Evergy	220	5201.220	Electric	10/31/22	10/31/22	227.13	EFT	227.13
Evergy	101	5222.101	Traffic Signal Expense	10/24/22	10/24/22	95.64	EFT	95.64
KPERS	101	2040.101	KPERS Accrued Employee	10/13/22 PR	10/21/22	2,572.18	EFT	2,572.18
KPERS	101	2040.101	KPERS Accrued Employee	10/13/22 PR	10/21/22	4,115.25	EFT	4,115.25
KPERS	101	2040.101	KPERS Accrued Employee	10/27/22 PR	11/02/22	2,485.39	EFT	2,485.39
KPERS	101	2040.101	KPERS Accrued Employee	10/27/22 PR	11/02/22	3,972.04	EFT	3,972.04
KPERS	101	2050.101	Insurance Withholding Payable	10/13/22 PR	10/21/22	121.85	EFT	121.85
KP&F	101	2045.101	KP&F Employee Withholding Payab	10/13/22 PR	10/21/22	2,416.54	EFT	2,416.54
KP&F	101	2045.101	KP&F Employee Withholding Payab	10/13/22 PR	10/21/22	7,770.13	EFT	7,770.13
KP&F	101	2045.101	KP&F Employee Withholding Payab	10/27/22 PR	11/02/22	2,498.00	EFT	2,498.00
KP&F	101	2045.101	KP&F Employee Withholding Payab	10/27/22 PR	11/02/22	8,032.07	EFT	8,032.07
KP&F	101	2050.101	Insurance Withholding Payable	10/13/22 PR	10/21/22	39.83	EFT	39.83
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Recurring EFT	10/20/22	1,952.00	EFT	1,952.00
Open Edge	101	5214.101	Other Contracted Services	8925 10/31/22	10/31/22	1,214.83	EFT	1,214.83
Wex Bank	106	5302.106	Motor Fuels & Lubricants	5226 11/7/22	11/07/22	248.20	EFT	248.20
Wex Bank	102	5302.102	Motor Fuels & Lubricants	6429 11/7/22	11/07/22	2,767.70	EFT	2,767.70

\$ 410,592.39

Item Number: Consent Agenda- II.-B.

Committee 11/21/2022

Meeting Date:



City of Roeland Park Action Item Summary

Sul Co Title	Date: Submitted By: Committee/Department: Fitle: City Council M tem Type:	eeting Minutes October 17, 2022
Re	Recommendation:	
De	Details:	
	Fina	ncial Impact
	Amou	nt of Request:
	Budgeted Item?	Budgeted Amount:
	Line Item	Code/Description:
	Additio	nal Information
	How does item i	relate to Strategic Plan?
	How does item bene	efit Community for all Ages?
ΑT	ATTACHMENTS:	
	Description	Туре
В		Cover Memo

CITY OF ROELAND PARK, KANSAS CITY COUNCIL MEETING MINUTES Roeland Park City Hall

4600 W 51st Street, Roeland Park, KS 66205 Monday, October 17, 2022, 6:00 P.M.

- Mike Kelly, Mayor
- o Trisha Brauer, Council Member
- o Benjamin Dickens, Council Member
- Jan Faidley, Council Member
- o Jennifer Hill, Council Member
- Tom Madigan, Council Member
- Michael Poppa, Council Member
- Kate Raglow, Council Member
- Michael Rebne, Council Member
- Keith Moody, City Administrator
- o Erin Winn, Asst. City Administrator
- o Kelley Nielsen, City Clerk
- o John Morris, Police Chief
- o Donnie Scharff, Public Works Director

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

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

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. CMBR Poppa was absent; all other Governing Body members were present. Staff members present were City Administrator Moody, City Attorney Mauer, Public Works Director Scharff, Police Chief Morris, and City Clerk Nielsen.

Modification of Agenda

CMBR Faidley noted changes to be made to the Council minutes for October 3, 2022. Under the comments for Gretchen and Ardie Davis the word "under" should be changed to "until." Also, CMBR Faidley's comments under VIII. A. Charter Ordinance 38 should reflect a change from "of" to "about the Johnson County election process."

The changes will be made to the minutes and included in the Consent Agenda.

I. Citizen Comments

There were no citizen comments.

II. Consent Agenda

- A. Appropriations Ordinance #1007
- B. Council Minutes October 3, 2022 (as amended)

MOTION:

CMBR MADIGAN MOVED AND CMBR RAGLOW SECONDED TO APPROVE THE CONSENT AGENDA WITH AMENDMENTS TO THE COUNCIL MINUTES FROM OCTOBER 3, 3022. (MOTION CARRIED 7-0.)

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

A. 3rd Quarter Social Media Report - Katie Garcia

Katie Garcia, the City's Public Information Officer, provided social media highlights for the third quarter of 2022. She said there was a lot of community news and fun events over the summer that made for a great quarter. Specifically, she noted that Constant Contact had an open rate of 48 percent which is well over the industry average. Ms. Garcia showed the top posts that were measured by engagement. The biggest of which was the City's glass recycling announcement as well of the staff tour of the recycling facility, and the City's new environmentally friendly vehicles.

Ms. Garcia reviewed the social highlights, noting that their audience, number of impressions, and engagements grew in the third quarter. She said that the videos they shared on Instagram grew their audience as it is a great platform. She also provided information on competitor cities noting that while Roeland Park may not have as many followers, their public engagement is in some places double their sister cities.

Mayor Kelly thanked Ms. Garcia for taking their feedback and putting it into action especially with their request of more videos of which they've seen a 900 percent increase.

CMBR Faidley noticed that fan growth had not increased much and asked if that was due to being maxed out or whether they were not reaching new residents. Ms. Garcia said when she looks at the results for her engagement with the post is more of a marker, she said it signals to her that they are reaching their target audience and people are engaging with their information. She would be concerned if there were a lot of fans and no engagement. Ms. Garcia asked the Governing Body to encourage people to follow and "like" them and to check them out on the different platforms.

City Administrator Moody asked about the percent change in Twitter growth. Ms. Garcia said that is in comparison to their second quarter. She noted that a lot of staff and Governing Body use Twitter and they are also seeing a lot of people tagging the City.

IV. Mayor's Report

A. Fire Safety Month Recognition

Mayor Kelly said that October is Fire Safety Month, and to be cognizant of the dry conditions we have been experiencing. He also noted that three of five home fire deaths are in homes with no working smoke alarms. Also, less than 50 percent of homeowners have an escape plan in the event of a fire. Carbon monoxide is the number one cause of accidental poisoning in the home and only 47 percent of homes have carbon monoxide detectors. Mayor Kelly recommended that everyone check the batteries in their alarms and monitors and to install or repurchase smoke detectors and/or carbon monoxide detectors if they do not have ones that are working.

V. Reports of City Liaisons and Committees

There were no reports given.

VI. Unfinished Business

There was no Unfinished Business discussed.

VII. New Business

A. Approve Phase 1 Community Center Renovation Contract

Mayor Kelly said that staff has recommended awarding the contract to Aquila Industries and to include the add-alternative items for the Community Center renovations. The project has come in under budget even with the add-alternates. The project will be paid for through the Special Infrastructure Fund and ARPA funds.

City Administrator Moody said he feels the bidders looked at the proposed project accurately. There are sufficient budgeted funds for the project, the bulk of which will be from the Special Infrastructure Fund with a supplement from ARPA. Mr. Moody said there are some leftover resources from the TIF 2 fund for the \$1.5 million Community Center project.

CMBR Rebne asked when the work is scheduled to begin. City Administrator Moody said they are planning for November in hopes that it will be finished by May before the next summer schedule begins.

CMBR Madigan said he appreciated the vetting document used, and would like to see more of that in the future.

CMBR Faidley asked about the cleaning process before the staining of brick and stone. City Administrator Moody said it is a detergent used in the power washing but did not know if it would be more than soap. CMBR Faidley also asked about the painting of the building and activities going on inside. City Administrator Moody said the work on Room 6 will affect the exterior of the building and the Community Center will not be painted until that construction work is complete.

Mayor Kelly said he appreciates the City's partnership with JCPRD and is grateful for the programs they bring to the center. Because the building is well used, it has given them an opportunity to modernize the facility.

MOTION:

CMBR MADIGAN MOVED AND CMBR FAIDLEY SECONDED TO APPROVE AWARDING THE CONTRACT TO AQUILA INDUSTRIES FOR PHASE 1 OF THE COMMUNITY CENTER RENOVATIONS INCLUDING ADD-ALTERNATE ITEMS 1A, 1B, 2A, 2B, 3A, 3B, 4, 5, 6, AND 7. (THE MOTION CARRIED 7-0.)

B. Approve Leaf Collection Agreement with Westwood Hills

Mayor Kelly said the agreement with Westwood Hills is what the City has done previously. The agreement allows Roeland Park to pick up Westwood Hills' leaves on December 4th, which is not a scheduled leaf pickup day in the City. The rates for the contract are included in the agenda packet.

Public Works Director Scharff added this will be a Sunday pick-up, the same as last year. He also noted there is a slight increase in the fee.

CMBR Faidley asked if the fuel cost listed is per gallon and whether the leaf pickup truck used diesel. Public Works Director Scharff said the figure does reflect a per gallon cost of diesel.

MOTION:	CMBR HILL MOVED AND CMBR RAGLOW SECONDED TO APPROVE THE LEAF CONTRACT WITH WESTWOOD HILLS. (THE MOTION CARRIED 7-0.)			
VIII. Ordina	ances and Resolutions			
There	were no ordinances or resolutions presented.			
IX. Repor	ts of City Officials			
There	were no reports given.			
Adjourn:				
MOTION:	CMBR DICKENS MOVED AND CMBR MADIGA CARRIED 7-0.)	N SECONDED TO ADJOURN. (THE MOTION		
	(Roeland Park City Council Meetir	ng Adjourned at 6:22 p.m.)		
Kelley Nielser	i, City Clerk	Mike Kelly, Mayor		

Item Number: Consent Agenda- II.-C.

Committee 11/21/2022

Meeting Date:



City of Roeland Park Action Item Summary

	·
Con Title	omitted By: nmittee/Department:
Red	commendation:
Det	ails:
	Financial Impact
	Amount of Request:
	Budgeted Item? Budgeted Amount:
	Line Item Code/Description:
	Additional Information
	How does item relate to Strategic Plan?
	How does item benefit Community for all Ages?
AT 1	ΓACHMENTS:
	Description Type
D	Special Called City Council Meeting Minutes October 24, 2022 Cover Memo

CITY OF ROELAND PARK, KANSAS SPECIAL CALLED CITY COUNCIL MEETING MINUTES

Roeland Park City Hall

4600 W 51st Street, Roeland Park, KS 66205 Monday, October 24, 2022, 6:00 P.M.

- o Mike Kelly, Mayor
- o Trisha Brauer, Council Member
- o Benjamin Dickens, Council Member
- Jan Faidley, Council Member
- o Jennifer Hill, Council Member
- o Tom Madigan, Council Member
- Michael Poppa, Council Member
- Kate Raglow, Council Member
- o Michael Rebne, Council Member
- Keith Moody, City Administrator
- Erin Winn, Asst. City Administrator
- o Kelley Nielsen, City Clerk
- o John Morris, Police Chief
- o Donnie Scharff, Public Works Director

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

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

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. CMBR Rebne was absent; all other Governing Body members were present. Staff members present were City Administrator Moody, City Attorney Felzien, Public Works Director Scharff, Police Sergeant Egidy, and City Clerk Nielsen.

Modification to the Agenda

Mayor Kelly asked that Item II. New Business, Item B., Approve Land Purchase Agreement for Public Works Site, be moved to a future meeting.

I. Citizen Comments

There were no citizen comments.

II. New Business

A. Award Contract for Women's Locker-Room at the Aquatics Center

Mayor Kelly said the project budget is for \$75,000 and \$50,000 is available in ARPA funding.

City Administrator Moody said they received only one bid for the project of \$111,000 from a contractor for the Community Center Phase 1 portion.

Brian Garvey from SFS Architecture said several contractors expressed interest at the pre-bid walkthrough and meeting. The feedback was that this is a small project. Subcontractors are very busy right now and general contractors are being selective. He added that if the City rebid the project, it likely would not change things as contractors don't normally pursue a rebid project. So, they are

focused on analyzing the one bid they did receive. The scope of the work is primarily cosmetic in nature. Mr. Garvey reviewed the fees for the project. Aquila is scheduled to start on Phase 1 of the Community Center and as they are the only bid received, they could accept the bid, combine the projects, adjust their budget, and execute a change order. Another option would be to not award the project and cancel it or rebid the project in the future.

Mayor Kelly said that being \$42,000 over projection is an indication that \$75,000 is not sufficient if they want to move forward. In terms of Aquila executing a change order, Mayor Kelly asked if there was any financial benefit. Mr. Garvey said some benefits could potentially be that equipment, dumpsters, et cetera would already be on site. He said this would give them the opportunity to work with them.

CMBR Faidley said she would like to see them move ahead. She is not surprised by the amount of increase, especially in the current construction climate. She asked if the layout is changing or just replacing. Mr. Garvey said the layout remains. They are replacing partitions, women's lockers, but there are no significant alterations.

CMBR Madigan said he would like to hear what Aquila says on combining the two projects. He knows updates are needed but would like to see if combining them would save money.

City Administrator Moody said he can speak with Aquila to ask them to consider the change order approach. It would need to come back to Council for approval.

CMBR Poppa asked if they could go after the change order and rebid the project. City Administrator Moody said he will approach Aquila about the change order, and bring that information back to the Governing Body at their Council meeting on the 21st. He said he could not do both at the same time. The Governing Body could choose at their meeting on the 21st to rebid the project if they do not accept the change order.

CMBR Madigan asked if they could pass approval of a change order tonight. Mayor Kelly said they could pass a not to exceed price, but he would like to see what the mobilization costs look like as well as the staging costs, which seem to be a large portion of the project budget. Rebidding, in his opinion, would not be fruitful for them.

CMBR Madigan asked to look at the potential of working with a change order. Staff will work with Aquila on a change order to the current work for the Community Center to include the work at the Aquatics Center women's locker room upgrades in the hopes there will be a cost savings and the matter will be brought back before the Governing Body at their November 21st City Council meeting.

MOTION:

CMBR MADIGAN MOVED AND CMBR FAIDLEY SECONDED TO APPROVE STAFF CREATING A CHANGE ORDER TO THE CONTRACT WITH AQUILA TO INCLUDE THE WOMEN'S LOCKER ROOM UPGRADES AT THE AQUATICS CENTER TO BE REVIEWED BY THE GOVERNING BODY AT THE NOVEMBER 21, 2022, CITY COUNCIL MEETING. (MOTION CARRIED 7-0.)

B. Approve Land Purchase Agreement for Public Works Site

This item will be discussed at a future Council meeting.

III. Ordinances and Resolutions

A. Resolution 698 Calling Public Hearing on Creation of The Rocks Community Improvement District

This motion is only to set a public hearing and not to approve the Community Improvement District.

CMBR Faidley asked if it is standard to put a CID in place before having a final development plan submitted and approved. City Administrator Moody responded his understanding is they are doing this because they are trying to accomplish things concurrently. They are trying to coordinate with the vote that has the highest threshold, which is the project plan, and it requires a supermajority approval by the Governing Body. They want to accomplish all approvals at the same hearing. The TIF project plan is the highest hurdle they need to clear.

CMBR Faidley asked if they will be looking in depth at a project plan before their December meeting. City Administrator Moody responded that yes, they would. However, the TIF project plan is different than the development agreement. The agreement contemplates the use of TIF, CID, and IRBs to receive tax exemption for materials purchased as conditions the City is willing to provide to incentivize the project. It will also include what the City is asking the developer to include in the project to receive those incentives. This is the balance of business.

MOTION:

CMBR POPPA MOVED AND CMBR DICKENS SECONDED TO APPROVE A PUBLIC HEARING FOR DECEMBER 5, 2022, FOR THE CREATION OF THE ROCKS COMMUNITY IMPROVEMENT DISTRICT. (MOTION CARRIED 7-0.)

B. Resolution 699 Calling Public Hearing on TIF 4 Project Plan

TIF 4 was created last February in anticipation of development of The Rocks. The hearing is proposed for December 5th regarding the project plan.

MOTION:

CMBR DICKENS MOVED AND CMBR BRAUER SECONDED TO APPROVE A PUBLIC HEARING FOR DECEMBER 5, 2022, FOR A TIF 4 PROJECT PLAN. (MOTION CARRIED 7-0.)

IV. Reports of City Officials

No reports were given.

Adjourn:

CMBR Faidley reminded everyone to go vote.

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

(Roeland Park City Council Meeting Adjourned at 6:26 p.m.)

lley Nielsen, City Clerk	Mike Kelly, Mayor	

Item Number: Consent Agenda- II.-D.

Committee 11/21/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date:	
Submitted By:	
Committee/Department:	
Title:	Special Called City Council Meeting Minutes November 1, 2022
Item Type:	
Recommendation:	
Details:	
	Financial Impact
	Amount of Request:
Budgeted Iten	n? Budgeted Amount:
	Line Item Code/Description:
	Additional Information
	How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description Type

Special Called City Council Meeting Minutes November 1, 2022

Cover Memo

CITY OF ROELAND PARK, KANSAS SPECIAL CALLED CITY COUNCIL MEETING MINUTES

Roeland Park City Hall

4600 W 51st Street, Roeland Park, KS 66205 Monday, November 1, 2022, 6:00 P.M.

- Mike Kelly, Mayor
- o Trisha Brauer, Council Member
- o Benjamin Dickens, Council Member
- o Jan Faidley, Council Member
- o Jennifer Hill, Council Member
- Tom Madigan, Council Member
- Michael Poppa, Council Member
- Kate Raglow, Council Member
- o Michael Rebne, Council Member
- Keith Moody, City Administrator
- o Erin Winn, Asst. City Administrator
- Kelley Nielsen, City Clerk
- o John Morris, Police Chief
- o Donnie Scharff, Public Works Director

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

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

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. CMBRS Dickens and Rebne were absent; all other Governing Body members were present. Staff members present were City Administrator Moody, City Attorney Mauer, and City Clerk Nielsen. Public Works Director Scharff was present virtually.

Modification of Agenda

There were no modifications to the agenda.

I. Citizen Comments

There were no citizen comments.

II. New Business

A. Approve Land Purchase Agreement for Public Works Site

City Administrator Moody said the contract provides for a 45-day due diligence period. SFS and Larkin are developing a remodel plan along with cost estimates. The land area and building size are suitable for use as a Public Works site. Existing zoning allows for that use as well as for outside storage of equipment. The purchase price is within the resources they have identified. There is an investment maturing which should be sufficient to cover all capital expenditures plus the purchase.

CMBR Madigan asked where they will stand in reserves if the project doesn't go through on The Rocks. City Administrator Moody answered that there are sufficient reserves to cover the cost of the Public Works building purchase. They will look to see where to fund any renovations to the building. They do not know how much renovations will cost yet, but the due diligence period will give them time to investigate, and then they will be able to answer that question. They do anticipate closing in January.

City Administrator Moody added they should not have to borrow to buy the land, property, or to complete the renovations.

CMBR Faidley asked for clarification on the timeline, noting that the first agenda mentioned a 60-day and one a 45-day. City Administrator Moody said there is a 15-day period after the due diligence period where they have 60 days to decide. If they choose not to move forward, then the earnest funds are refundable. CMBR Faidley said she was also surprised at how high the property is off Merriam lane and wanted to know whether that was a cause for concern. City Administrator Moody said if they are looking to create more access on the north side of the building, they would need a retaining wall, but he is not sure that is what is being recommended. There is a lot of space in the building, more than what the needs assessment identified. The drive aisle approach could more easily done and that is the approach they're taking with this building.

MOTION:

CMBR HILL MOVED AND CMBR RAGLOW SECONDED TO APPROVE THE LAND PURCHASE AGREEMENT CONDITIONED UPON A SATISFACTORY LEGAL DESCRIPTION BEING ATTACHED TO THE CONTRACT. (MOTION CARRIED 6-1 WITH CMBR MADIGAN VOTING NO.)

Adjourn:

Mayor Kelly reminded everyone to go vote.

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

(Roeland Park City Council Meeting Adjourned at 6:15 p.m.)

Kelley Nielsen, City Clerk	Mike Kelly, Mayor	

Item Number: Mayor's Report- IV.-A.

Committee 11/21/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date:	11/15/2022
Submitted By:	Staff

Committee/Department: Admin.

Title: Holiday Kindness Project Update

Item Type: Other

Recommendation:		
Informational only.		

Details:

The Holiday Kindness Project will repeat its successful program to support the kindness for which our Roeland Park community and police officers are already known. The Holiday Season has always been a hard time financially for many people. Here's How to Participate in the Holiday Kindness Project:

Between now and Jan. 1, please purchase as many \$10-\$20 gift certificates as you like from local Roeland Park businesses.

Purchased gift cards should be brought to the 2nd floor of City Hall during 8-5 business hours. To make a donation for gift certificates through Venmo: use @NeighborsBRP, include the visual code below and notate that this is for the Holiday Kindness Project.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description Type

Holiday Kindness Project 2022 Cover Memo



Holiday Kindness Project will repeat its successful program to support the kindness for which our Roeland Park community and police officers are already known.

The Holiday Season has always been a hard time financially for many people.

Here's How to Participate in the **Holiday Kindness Project**:

1) Between now and Jan. 1, please purchase as many \$10-\$20 gift certificates as you like from local Roeland Park businesses.

To make a donation for gift certificates through Venmo: use @NeighborsBRP, include the visual code below, and notate that this is for the **Holiday Kindness Project**.

- 2) If you purchase gift certificates, please place them in an envelope labeled **Holiday Kindness Project** and leave it with the cashier on the 2nd floor of City Hall during the business hours of 8 am-5 pm, Monday-Friday.
- 3) Chief Morris and his officers will give out the gift certificates at their discretion during the upcoming Holidays when they encounter citizens in need.
- 4) Thanks for showing kindness every day in Roeland Park.

Gratefully,

The Holiday Kindness Project



Item Number: Mayor's Report- IV.-B.

Committee 11/21/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 11/15/2022 Submitted By: Kelley Nielsen

Committee/Department: Admin.

Title: Holiday Family Adoption Update

Item Type: Other

Recommendation:		
Informational only.		

Details:

Roeland Park plans, once again, to adopt Roeland Park families in need this upcoming holiday season. In addition, the City will also be collecting nonperishable food for Thanksgiving and Christmas. If you'd like to donate, please drop nonperishable items off at City Hall or the Roeland Park Community Center.

If you would like to donate to this effort please contact Kelley Nielsen at: knielsen@roelandpark.org or call 913-722-2600.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description Type

☐ Holiday Family Adopting Donation Letter - 2022 Final (1) Cover Memo

Dear Family Adoption Program Supporter:



Each year there are hundreds of families in our community who struggle to experience the magic of the holidays. As we prepare for the seventeenth year of the Family Adoption Program, Mission is proud to partner again with the City of Roeland Park as we seek to ensure that local families can enjoy delicious meals and seasonal gifts this holiday season. Accomplishing this task involves some extraordinary thinking and creative planning, but with the support of our volunteers, businesses, residents, organizations, and faith communities, we continue to be able to rise to the occasion.

In 2021, the Holiday Family Adoption program provided 108 Thanksgiving food baskets. Around the Christmas holiday, the program provided another 100+ food baskets, as well as wrapped gifts to each family in the program.

Gwyn Heidrick, a social worker at SM North High School had this to say, "Imagine when life gets tough, and it feels like you've been forgotten and nobody cares. Then imagine receiving food and gifts for every member of your family without being asked for anything in return. This is what the City of Mission's Adoption Program does for families - it gives them the support and dignity they need during a difficult time."

This program is supported entirely by donors like you. Last year, your gift helped to make this program possible. Will you consider a similar gift this year to help us reach even more families?

Your tax-deductible gift can be made payable to the City of Mission Charitable Fund and sent to the Powell Community Center or completed online at https://www.missionks.org/i-want-to/city-programs/holiday-adoption-program/. Cash donations are also welcome and can be delivered to City Hall or the Community Center. If you have questions or would like to arrange another method for delivery of your donation, please contact Penn Almoney at 913.722.8210 or palmoney@missionks.org.

Thank you for your loyal support.

Kindly,

Mayor Sollie Flora

City Council

Hillary Parker Thomas
Trent Boultinghouse
Lea Loudon
Mary Ryherd
Debbie Kring
Kristin Inman
Ken Davis
Ben Chociej

Family Adoption Committee

Lynn Kring Cheryl Davis Kathy Bauer Cathy Casey Kathy Lockard Kelley Nielsen Penn Almoney



Item Number: Reports of City Liaisons- VI.-A.

Committee 11/21/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 11/2/2022

Submitted By: Council Member Faidley

Committee/Department: MARC – Bike & Pedestrian (Jan Faidley)
Title: MARC – First Tier Suburbs (Jan Faidley)

Item Type: Report

Recommendation:		
Informational only.		

Details:

Regional Housing Partnership Update

The Community Land Trust (CLT) or similar model regional business plan work continues. Phase 1 selected the CLT model as the base model to use in developing the business plan.

The Regional Housing Data Hub continues to grow. Comparison data from 2015 is now available as well as a new blog piece under the data story section. New data sets and a data story around Low Income Housing Tax Credits and potential affordability roll-off dates are expected to be published to the hub in November.

Regionalizing the housing locator tool continues to move forward. MARC is in the process of obtaining funding to pay for the tool for the next two years for those outside the City of Kansas City, MO contract to show proof of concept. A key question from the follow up survey for the demonstration was about ensuring its use and information staying updated. It will take strategizing together to make this successful.

If your community is interested in being more involved in any aspects of this work, please contact Katie Killen at kkillen@marc.org.

Communities for All Ages Pilot Project Update

MARC's Communities for All Ages (CFAA) program is working with three cities in Missouri on a pilot project to create pathways to connect residents age 60+ to services through the Area Agency on Aging. An educational video for local government employees who frequently interact with the public is available on MARC's YouTube channel: https://www.youtube.com/watch?v=myN0mrhfamI. Please contact Cathy Boyer-Shesol at cboyer@marc.org with questions.

Communities for All Ages Recognition Program – Perspectives from Gold Level Cities

Emily Randel, Assistant City Administrator, Mission, KS and Dave McCumber, City Planner, Grandview, MO shared about the benefits to their communities from achieving gold level recognition status. Their slide decks are included with the attached supporting materials.

Programming for 2023

The group discussed successful programs from the recent past and desired programming for 2023 and beyond. The results of group polling are included in the attached materials. MARC staff will work with the FSC co-chairs to incorporate this feedback into meetings for 2023. Please save the date for the next meeting on Friday, January 20, 2023, from 8:30 – 10:00 a.m. This will be a virtual meeting via Zoom due to the risk of inclement weather. Watch your emails for more information about the program and registration.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description Type

□ First Suburbs Coalition Summary Materials 10-21-22 Cover Memo

AGENDA Friday, October 21, 2022 8:00– 10:00 a.m.

Powell Community Center 6200 Martway St, Mission, KS 66202



Times are tentative and subject to change.

8:00 a.m.	Continental Breakfast and Networking	
8:30 a.m.	Welcome and Introductions	Bonnie Limbird, co-chair Council Member City of Prairie Village, Kansas
		(Missouri Co-Chair Damon Randolph, Alderman, City of Grandview, Missouri will be absent)
8:35	Update on the Regional Housing Partnership	Katie Killen, Housing Program Manager, MARC
8:50	Communities for All Ages Pilot Project Update: Creating Pathways for Local Jurisdictions to Connect Residents Age 60+ to Services	Cathy Boyer-Shesol, MARC
9:10 Communities for All Ages Recognition Program – Perspectives from Gold Level	Emily Randel, Assistant City Administrator, Mission, KS	
Cities		Dave McCumber, City Planner, Grandview, MO
9:30	Facilitated Discussion – What Programming Do You Want for FSC in 2023?	Lauren Palmer, Director of Local Government Services, MARC
9:55 a.m.	Wrap-Up and Adjournment	FSC Co-Chairs
Future Meetings:	January 20, 2023 Virtual	April 21, 2023 Grandview, MO



Communities for All Ages City of Mission – Gold Level City

Mid-America Regional Council

First Suburbs Coalition









Evolution of Participation

- Collaborative Beginning
- New Communities Bring New Energy
- Sharing Expertise
- Integration and Application







Comprehensive Plan

- Steering Committee Representation
- Overlapping Priorities
- Explicit Opportunities







Major Developments

- Private Development
- Johnson Drive Reconfiguration
- Parks Master Plan and Conceptual Design Planning







Considered in Daily Work and Future Planning

- Bike Lanes and Sidewalk Connections
- Bike and Pedestrian Plan in 2023
- Parks Improvements







Re-assessment and Maintenance

- Sustainability Commission Currently Tasked
- Periodic Check-ups
- Communications Focus

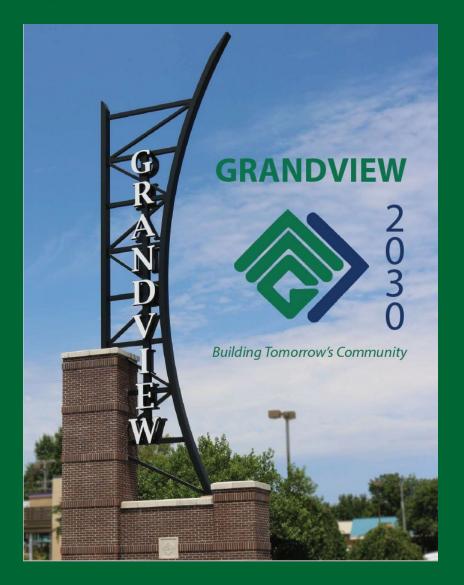


Thank you!

Emily Randel, Assistant City Administrator

erandel@missionks.org | 913.676.8368







Communities for All Ages (CFAA) - The goals throughout where this icon appears meet CFAA recommendations that were outlined during the City's work to gaining its Silver status. The implementation of this Plan and its goals will contribute to Grandview receiving the Gold status through the CFAA program. Gold is only held by cities that prove they are willing to create Communities for All Ages. To learn more visit: https://www.marc.org/Community/KC-Communities-for-All-Ages

OUR VISION 12

Grandview has achieved many great things since the early 2000s. Several of those achievements were set forth in last Comprehensive Plan, something residents should be proud of. The City has experienced a robust influx of industrial and commercial development, new life has been brought back to Main Street, public transit was expanded to service a larger area and population, a rental inspection program was established to ensure residential units are safe and sanitary, the City's Parks were updated with new amenities, and The View, the City's community center, was built to help the community become healthier and provide activities for residents and visitors.

With those successes behind us, it has become time to look at the next set of goals addressing todays concerns and desires. *Grandview 2030* has laid the framework for the next decade with high expectations to raise the bar for the community to a new level. It is a promise to the community that City Staff and the Board of Alderman will do their best to make these goals a reality over the coarse of the next 10 years.

The goals outlined in this Plan were a direct result of the community engagement process with the general public and the Comprehensive Plan Committee. We again want to thank each and every person involved with the process. If not for you, this would not have been possible. *Grandview 2030* is a plan for the community, developed by the community.

Summary of Plan Goals

Economic Development

By 2030, Grandview will be a regional leader in economic development by becoming the City of choice for business retention, expansion, and attraction.

- Update the City's Economic Incentive Policy to refine and target investments in businesses that will add depth to the City's business and job base, increase the City's assessed valuation and further diversify Grandview's economy.
- Work with the Chamber of Commerce to evaluate the existing Business Retention and Expansion Program with the intent to strengthen it.
- Create an economic development strategic plan.
- Develop programs to assist entrepreneurs with startups to foster local small business prosperity.
- Create viable solutions to address Grandview's food desert near Missouri 150 Highway.
- Investigate the feasibility of establishing a technology-based cluster in the areas of life sciences.
- Continue to Market Grandview's federally-designated Opportunity Zone.
- Continue to develop relationships with elected officials and professional staff at the State and Federal levels on key issues of importance to Grandview.

Environment and Sustainability

By 2030, Grandview will be a regional leader in environmental policy and sustainable practices by welcoming innovative ideas for sustainable development and promoting sustainable practices.

- · Review and update development regulations and infrastructure guidelines.
- Develop a community sustainability education program.
- Establish a sustainability committee.
- · Hire a Sustainability Manager.
- Reduce city energy costs.
- Increase alternative transportation options.
- Implement applicable strategies from Climate Action KC Playbook.

2 OUR VISION

Housing

By 2030, Grandview will make significant strides toward providing new single and multi-family homes at multiple price points by following the recommendations outlined in the Grandview Housing Study. In addition, the City will implement updated regulations to provide opportunities for more creative and economically productive building forms and patterns for infill, redevelopment and greenfield development opportunities.

- Update the City's Zoning and Subdivision Regulations to allow more traditional neighborhood forms and productive uses of land.
- Increase in affordable quality housing types (to include accessory dwelling units in targeted areas to be specified in the Zoning Ordinance Update).
- · Revitalize and invest in existing neighborhoods.
- Target Specific areas for infill development opportunities.
- Build new "Missing Middle Housing" duplex, triplex, fourplex, cottage/pocket neighborhoods and accessory dwelling units as new subdivisions and infill projects.
- Increase walkability in residential districts constructed prior to 1960. This goal to be included in the new Transportation and Trails Master Plan set forth in the Infrastructure and Parks and Recreation section of this document.

<u>Infrastructure</u>

By 2030, Grandview will provide its residents and businesses premier quality infrastructure that strengthens the fabric of the community through improved connectivity, quality and efficiencies.

- Create, adopt and implement the goals of a new transportation plan for Grandview to guide growth of the physical
 infrastructure system.
- Collaborate with surrounding municipalities to discuss management of storm water run-off associated with developments outside of Grandview.

Parks and Recreation

By 2030, Grandview will offer a balance of premier recreational programming that will be equitable, strengthen the community, and create fun with parks infrastructure that is inviting, well maintained, accessible, invokes pride, and enhances the overall quality of life.

- Complete Trails Master Plan, Comprehensive Bike Facilities Master Plan, and Parks and Recreation Master Plan to be adopted as part of the Grandview Comprehensive Plan.
- Ensure equity in future programming Parks and Recreations by developing programming to reach all members of Grandview to develop programming to reach all members of Grandview.
- Partner with BikeWalkKC and the Grandview School District to bring education and awareness programs to students focusing on the value and advantages of biking and walking.
- Develop and institute a comprehensive annual parks usage study.
- Increase The View membership totals by 5% per year to be measured at the end of the city fiscal year. Baseline
 measurement to be end of month September, 2019 membership total.
- Increase park usage by 5% each year starting in 2021 to be measured at the end of the city fiscal year.
- Review revenue and budget to determine if hiring an Event Coordinator is feasible. The event coordinator would be responsible for expanding usage of the amphitheater and city festivals/events.
- Review revenue and budget to determine if hiring a Park Ranger is feasible. Park Ranger would be responsible for helping ensure parks are safe and eliminating illegal activity.
- Implement bike-share program in Grandview.
- Create "Smart Parks" in Grandview.

Grandview 2030 Town of Grandview Overlay

Town of Grandview Overlay (TOGO): Two primary goals listed in the Housing section focused on encouraging traditional neighborhood patterns, often referred to as pre-war development, and increasing affordable quality housing types by allowing accessory dwelling units (ADU) (Figures 6.11-6.13). City Staff has recognized that these goals, while appropriate in areas of Grandview constructed before WWII with a well connected street grid, ample sidewalks, and a human scaled commercial center (downtown Grandview), may not be as appropriate in other neighborhoods. The TOGO, an area primarily found on the west side of I-49, consists largly of the original subdivisions platted when Grandview was first becoming a community in the early part of the 1900s. It is these subdivisions that are best suited for achieving the previously mentioned goals by creating a strong sense of place and density through a reduction in lot size requirements, lot widths, setbacks, and allowing ADUs. The Overlay District only applies to R-1 Single Family zoned properties and is outlined in blue on the Future Land Use Map on page 74. In areas where the TOGO overlaps with another overlay district, the more stringent overlay and its rules apply.

RESOLUTION NO. 2020-01

CITY PLANNNG COMMISSION OF THE CITY OF GRANDVIEW, MISSOURI

A RESOLUTION ADOPTING "COMPREHENSIVE PLAN 2030", A COMPREHENSIVE PLAN FOR THE CITY OF GRANDVIEW, MISSOURI

WHEREAS, § 89.340 of the Revised Missouri Statutes requires that the Planning Commission ("Commission") of the City of Grandview, Missouri ("City"), make and adopt a city plan for the physical development of the City ("Comprehensive Plan"); and

WHEREAS, over the years, the Commission has adopted a series of Comprehensive Plans, the most recent being "Comprehensive Plan 2002"; and

WHEREAS, in June, 2018, the City and the Commission engaged private consultant, Shelia Shockey ("Consultant"), to initiate the process of replacing "Comprehensive Plan 2002" with "Comprehensive Plan 2030" to be known as "Grandview 2030"; and

WHEREAS, City Staff and Consultant explored modern processes and practices for writing a Comprehensive Plan, including general design, establishing a framework, engaging the public, and creating programming for the public; and

WHEREAS, an intensive city-wide citizen input process took place from August, 2018 to June, 2019 involving community outreach events at various City public events and the formation of the Comprehensive Plan Committee ("Committee"), a citizen's advisory board, which studied and made recommendations concerning future community-wide efforts

Res. No. 2020-04 Date: 07/01/2020

Page 2 of 3

addressing key areas including economic development, environment and sustainability, housing, infrastructure, and parks and recreation; and

WHEREAS, the Commission and Board of Aldermen of the City met with City Staff on several occasions in 2019 and 2020 to discuss the contents of "Grandview 2030" and its relationship to the recommendations of the Committee, and how "Grandview 2030" will act as a guide for future amendments to City land use ordinances, including zoning and subdivision; and

WHEREAS, on July I, 2020, following public notice published in the <u>Jackson County</u>

<u>Advocate</u> on June 11, 2020, the Commission held a public hearing regarding "Grandview 2030": and

WHEREAS, the Commission desires to adopt "Grandview 2030" as the Comprehensive Plan for the City as a guide for the future development, conservation, and redevelopment of the City.

NOW, THEREFORE, be it resolved by the Planning Commission of the City of Grandview, Missouri, as follows:

Section I. "Comprehensive Plan 2030" Adopted. Pursuant to authority granted and for purposes authorized by RSMo §§ 89.340 through 89.360, the Planning Commission of the City of Grandview, Missouri, adopts "Comprehensive Plan 2030", attached as Attachment A and including all maps, descriptive matter and other matters that form the whole plan, as the Comprehensive Plan of the City and directs the Secretary of the Commission to record this action taken by the Planning Commission on the Comprehensive Plan.

Res. No. 2020-04 Date: 07/01/2020

Page 3 of 3

Section 2. Certification of "Grandview 2030" to the Board of Aldermen and City Clerk;

Availability in the Office of the Jackson County Recorder of Deeds. A copy of "Grandview

2030", the adopted Comprehensive Plan, shall be certified to the Board of Aldermen and City

Clerk and made available to the Kansas City and Independence offices of the Jackson County

Recorder of Deeds for public inspection during normal office hours.

Section 3. Effective Date. "Grandview 2030" shall take effect as the Comprehensive Plan for the City of Grandview, Missouri, on 07/01/2020.

Adopted this 1st day of July, 2020

Jay Tarr, Planning Commission Chairman

Application

(Please check all applicable boxes and provide requested documentation.)					
City: City of Grandview, Missouri Contact Name: Dave McCumber					
Contact Phone Number: 816.316.4822 Contact Email: dmccumber@grandview.or					
Which level of recognition are you applying for?					
☐ Bronze / Awareness					
☐ Silver / Assessment					
Gold / Implementation					
Bronze / Awareness					
Required:					
Governing body has adopted a resolution indicating its intent to become a					
Community for Air Ages. (Please include a copy of the resolution.)					
 One or more presentations made to governing body and relevant commissions (planning commission, strategic planning committee, aging task force, etc.) on 					
becoming age friendly and the Communities for all Ages program. (Please include a copy of minutes					
or other documentation about the meetings.)					
A minimum of two of the following are required:					
Held at least one community meeting to discuss Communities for All Ages issues and present					
information. (Please include documentation.)					
Prepared written materials on the issue and distributed to the public. (Please include materials.)					
Established a speakers bureau to share information with neighborhood groups, businesses and civic					
groups. (Please include a list of each presentation made.)					
☐ Put information on demographic changes and CFAA on website. (Please include the web address					
where this information is located.)					
Silver / Assessment					
Required: Met the requirements for the Bronze / Awareness level. Assessment					
Assembled a committee to conduct the Communities for All Ages assessment, or appointed an existing committee to oversee the assessment. (Please provide documentation.)					
appointed an existing committee to oversee the assessment. (Please provide accumentation.) ☐ The committee used the "Communities for All Ages Checklist" to assess the community and issued a					
report of its findings, including recommended actions. (Please provide a copy of the report. To assist					
in recording your progress, download a Checklist workbook at MARC.org/CAArecognition.					
MARC first cuburbs					
first suburbs					

Gold / Implementation

Required:

- Met the requirements for the Bronze / Awareness level and the Silver / Assessment levels.
- Adopted the Communities for All Ages plan developed from the community's assessment, either as a stand-alone plan or as a part of another plan, such as a comprehensive plan or street plan. (Please provide a copy of the plan and the resolution or ordinance adopting the plan.)

To maintain your recognition level

· After achieving one of these levels of recognition, a community must demonstrate that it is continuing to work to become a Community for All Ages, by moving to the next level or demonstrating a substantive investment identified in the Communities



. If a community fails to meet this maintenance standard every two years, it will forgo its recognition and the benefits that result.

Additional Comments

Please provide any additional comments you think are important for consideration of this application, including steps taken to implement plan recommendations.

The City of Grandview, Missouri has been dedicated to ensuring that the community is designed and built in a way that reflects the needs of everyone. Through the Bronze Awareness and Silver Level Assessment, Grandview has recognized many of it's practices that will soon be turned into policy and regulation. Grandview 2030, the City's new Comprehensive Plan, strategically calls out and addresses the goals that directly correlate with the guiding principals and recommendations that were formed through the CFAA process.

Here is a list of projects newly underway or soon to be:

- Grandview Pedestrian and Bicycle Master Plan (an appendix to the upcoming Transportation Master Plan)
- The Transportation Master Plan
- The Parks and Recreation Master Plan
- The Zoning Ordinance and Subdivision Regulation Update

We as a City are extremely excited to be applying for the Gold Implementation status and will _ continue to work towards being a more inclusive community for each of our current and future





Mid-America Regional Council | 600 Broadway, Suite 200, Kansas City, MO 64105 | www.marc.org



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for All Ages



Immediate Implementation

- Zoning Ordinance Updates
 - Housing Strategies for Affordability and Aging in Place
- Go Grandview: Walking and Biking Strategy
 - Improving health, recreation, safety, and opportunity

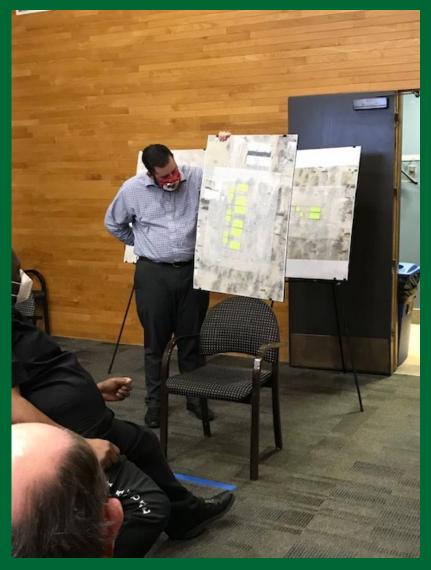


ZONING ORDINANCE

Development Services

2022 Grandview, Missouri

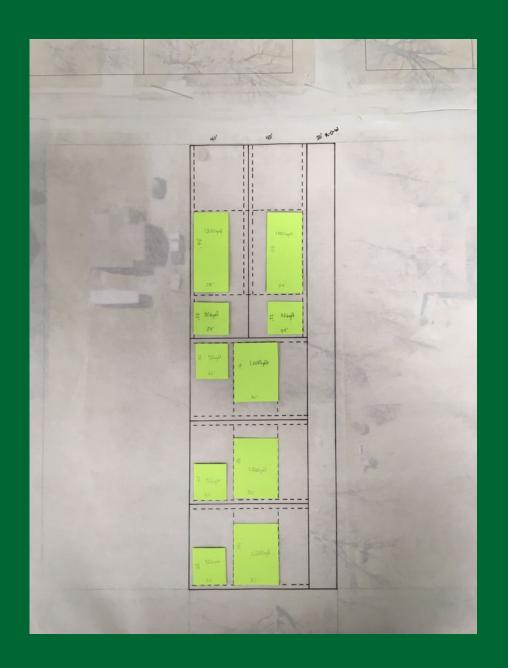
Engagement





Ideas





Results

Ordinance XXXX, Adopted XXXXXXXXXXXXXXX

of such street, alley, waterway or floodway boundaries, or railroad right-of-way shall be construed to be the boundary line of such district;

31-4

- (2) Where the district boundaries do not coincide with the location of streets, alleys, waterways or floodways hereof, or railroad rights-of-way but do coincide with lot lines, such lot lines shall be construed to be the boundary of such district;
- (3) Where a public street or alley is officially vacated or abandoned, the area comprising such vacated street or alley shall acquire the classification of the property to which it reverts; and
- 4) Where the district boundaries do not coincide with the location of streets, alleys, waterways or floodways thereof, or railroad rights-of-way or with lot lines, the district boundaries shall be determined by the use of the scale shown on the zoning map.

(F) Overlay Districts.

The purpose of the overlay district is to create a unique sense of place through thoughtful urban design. Overlay district design criteria may vary depending on the existing environment, either built and/ or natural and the goals of each individual overlay. The regulations of the overlay districts are superimposed over the base zoning district.

(1) Town of Grandview Overlay District.

(a) Purpose.

The Town of Grandview Overlay District is largely made up of the originally platted subdivisions of Grandview. These subdivisions came into existence near the turn of the 20th century when the community was still in its early stages of growth. Adjacent to the Kansas City Southern Railway, many homes were built on the newely platted land and were designed with traditional building form. Many subdivisions consists of small to large lots with homes of varing sizes. Common features of the homes built during this period are large front porches, detatched or no garages, narrow and deep lots, smaller side vard setbacks, etc.

(b) Development Form

In terms of infill development, the City of Grandview recognizes that a standard bulk regulation for residential subdivisions is not appropriate citywide and needs to be specified for different areas based on the time period in which they were developed. The Town of Grandview Overlay District is intended to increase land development productivity through modifications to minimum lot area and setback requirements, prioritize traditional building form over modern design, and allow Accessory Dwelling Units (ADU). Additionally, the following minimum design standards apply to the district:

(1) Entrances.

A homes entrance shall be the dominating archtectural feature. Entrances are diverse and engaging by providing porches in various arrangements. Porches create a social gathering space for residents, encourages neighborliness, and creates visual awareness on the street. Sidewalks shall directly connect the entrance of the home to a public sidewalk. Secondary sidewalks may connect to driveways. Porches may encroach into the required front/side yard setback up to 1/3 of the setback distance.

Ordinance XXXX. Adopted XXXXXXXXXXXXXX

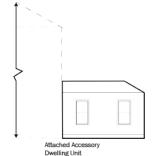
31-4

ADUs may be located in a rear yard of an interior lot or the side yard of a corner lot, as long as the unit is at least 10' behind the front face of the principal structure. An ADU may not be any larger that 60% of the footprint square footage of the principal structure (dwelling) or be taller in height. The accessory unit may be built atop garages, either attached or detatched from the principal structure, garage to dwelling conversions, or as a stand alone accessory structure. No matter the arrangement, applicable adopted building code shall be met. Only one (1) ADU is allowed as an accessory use in the Overlay District for R-1, Single Family Zoned property. An additional off-street parking space is required, if before the ADU is in existence, the parking minimum for a dwelling is present. ADUs shall meet the definition as outlined in 31-3.



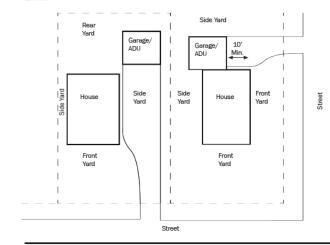


Dwelling Unit/Garage



Ordinance XXXX. Adopted XXXXXXXXXXXXXX

Example A Plan View



31-4

Example B Elevation View

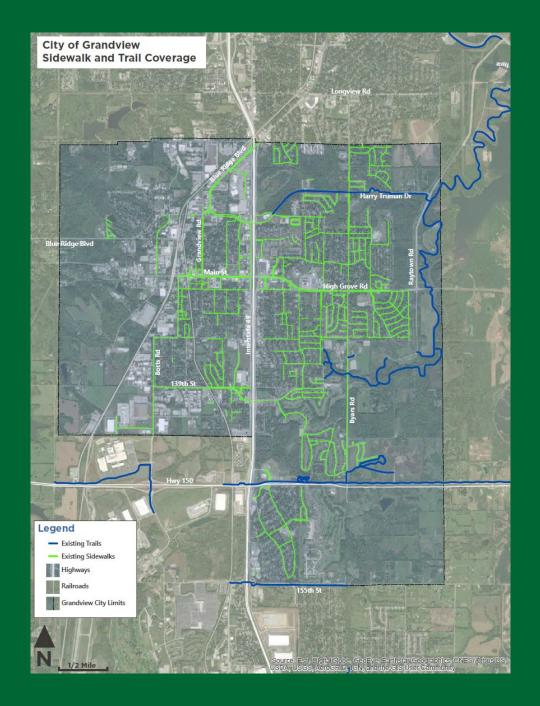


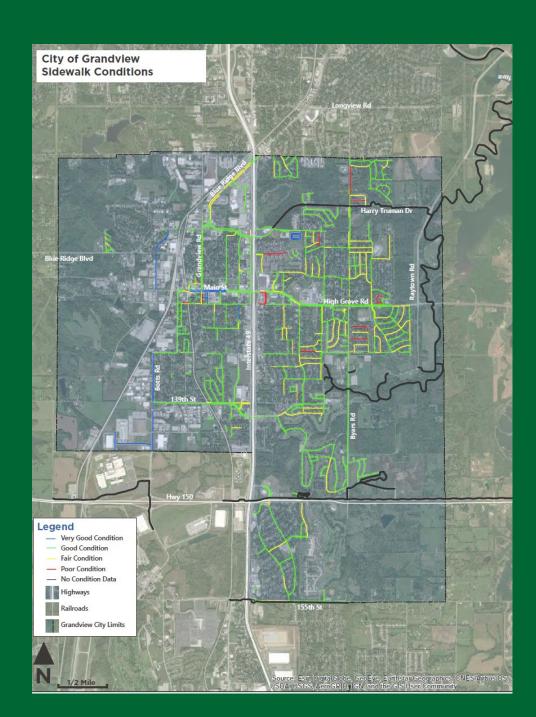


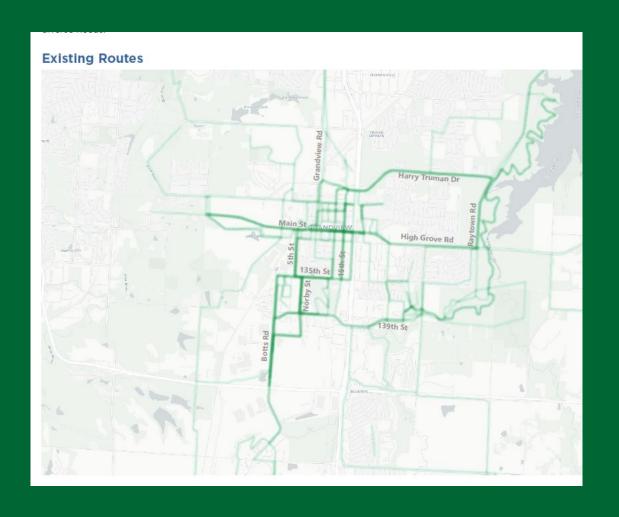


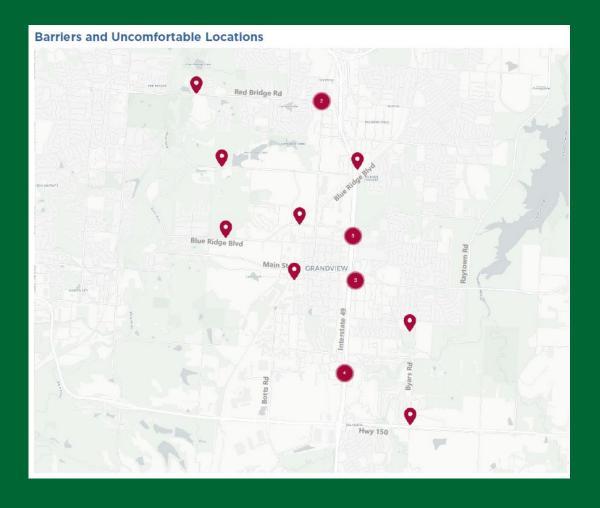
GO GRANDVIEW

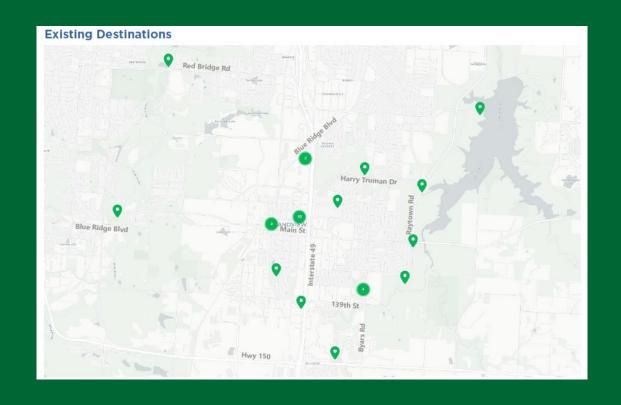
Walking and Biking Strategy
AUGUST 2021

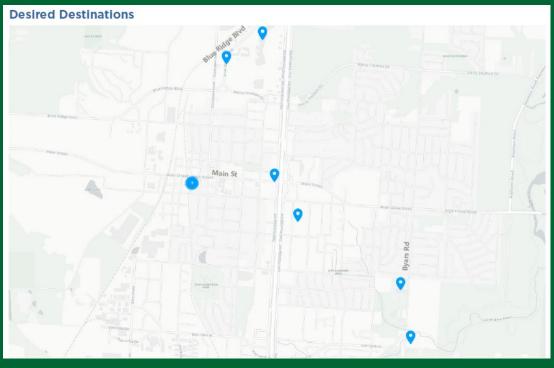












In Person Events

Online activities were made available during the COVID-19 pandemic to facilitate socially distant engagement opportunities. In Fall 2021, in person events were held in a safe manner for those who preferred to provide feedback in a live setting.

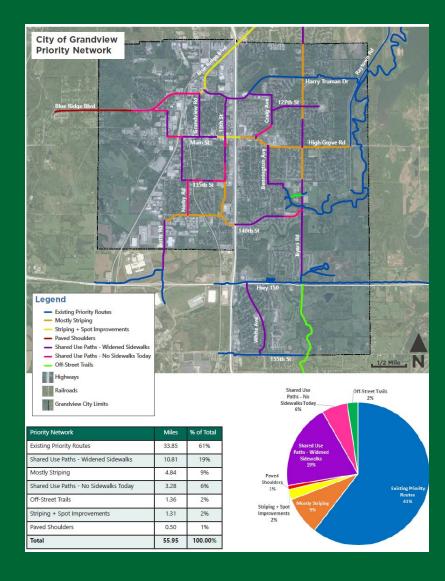
Home Street Home. Home Street Home is an interactive educational exhibit that explores our streets and public spaces as places where we travel, shop, play, and engage with our communities. Good streets are places that support living well and consider safety, public health, productivity, and play. The Home Street Home exhibit is designed to be accessible and interesting to a wide audience including children. It includes five stations, which explain what complete streets are, how to make streets comfortable for all users, and interactive components that allow users to create their own streets. The Home Street Home exhibit was displayed at Grandview City Hall and The View Community Center for two weeks each.

Community Walk Audits. Three community walk audits were facilitated with community members and Aldermen. Each of the walking routes were along different segments of the Priority Network (see page 30). Infrastructure challenges and opportunities were discussed on the walks as the conditions were witnessed first hand. The walks provided a great opportunity for community members to get out and experience the priority network while also connecting with one another.

Focus Groups. To accommodate community members who did not or could not engage in the Go Grandview process with physical activity, two focus groups were offered at Grandview City Hall. At each focus group, a presentation was given that explained the purpose and background of the project, community outreach efforts, and the priority network. Following the presentation, participants had an opportunity to ask questions and engage with city staff on the project.







Priority Network: Project Segments

Priority Network Segment

	Filotity Network Segment	Segment type	Lerigar (miles)
1	Main St / High Grove Rd - I-49 to Raytown Rd	Mostly Striping	1.65
2	rs Rd - 119th St to 128th St Mostly Striping		1.10
3	Ryars Rd - High Grove Rd to 134th Ter Mostly Striping		0.47
4	15th St - 135th St to 139th St	h St - 135th St to 139th St Mostly Striping	
5	139th St / 140th St - Botts Rd to I-49	Mostly Striping	1.10
6	Main Street - 13th St to I-49	Striping + Spot Improvements	0.33
7	Blue Ridge Blvd	Striping + Spot Improvements	0.98
8	Blue Ridge Blvd - West of Fountain Lake Dr	Paved Shoulders	0.50
9	125th St - Harry Truman Dr to Craig Ave	Shared Use Path - Widened Sidewalks	0.33
10	Harry Truman Dr - Blue Ridge Blvd to 125th St	Shared Use Path - Widened Sidewalks	0.72
11	2nd St - Duck Rd to Main St	Shared Use Path - Widened Sidewalks	0.38
12	Grandview Rd - Blue Ridge Blvd to Main St	Shared Use Path - Widened Sidewalks	0.63
13	15th St - Harry Truman Dr to 133rd St	Shared Use Path - Widened Sidewalks	0.93
14	Craig Ave - Harry Truman Dr to 129th St	Shared Use Path - Widened Sidewalks	0.44
15	127th St - Craig Ave to Manchester Ave	Shared Use Path - Widened Sidewalks	0.69
16	Byars Rd - 128th St to High Grove Rd	Shared Use Path - Widened Sidewalks	0.40
17	Byars Rd - 134th Ter to Hwy 150	Shared Use Path - Widened Sidewalks	1.38
18	Main St - 5th St to 13th St	Shared Use Path - Widened Sidewalks	0.50
19	5th St - Main St to 135th St	Shared Use Path - Widened Sidewalks	0.63
20	Bennington Ave - High Grove Rd to 135th St	Shared Use Path - Widened Sidewalks	0.55
21	135th St - 5th St to 12th St	Shared Use Path - Widened Sidewalks	0.31
22	135th St - Bennington Ave to Winchester Ave	Shared Use Path - Widened Sidewalks	0.31
23	139th St - I-49 to Winchester Ave	Shared Use Path - Widened Sidewalks	0.75
24	Botts Rd - 140th St to N of Hwy 150	Shared Use Path - Widened Sidewalks	0.72
25	White Ave - Hwy 150 to 155th St	Shared Use Path - Widened Sidewalks	1.14
26	Blue Ridge Blvd - Fountain Lake Dr to Grandview Rd	Shared Use Path - No Sidewalks Today	1.10
27	Duck Rd - Blue Ridge Blvd to 2nd St	Shared Use Path - No Sidewalks Today	0.22
28	Craig Dr - Beacon Ave to Craig Ave	Shared Use Path - No Sidewalks Today	0.27
29	Main St - 2nd St to 5th St	Shared Use Path - No Sidewalks Today	0.22
30	15th St - 133rd St to 135th St	Shared Use Path - No Sidewalks Today	0.35
31	135th St - Lakeview Dr to 15th St	Shared Use Path - No Sidewalks Today	0.34
32	Norby Rd - 135th St to 139th St	Shared Use Path - No Sidewalks Today	0.50
33	139th St - Winchester Ave to Byars Rd	Shared Use Path - No Sidewalks Today	0.28
34	Oil Creek Trail - Hwy 150 to 155th St	Off-Street Trail	1.17
35	Community Center Connector	Off-Street Trail	0.19
	TOTAL		22.10

Next Project

- Update to our Parks Master Plan
 - To Include Comprehensive Plan Goals

Questions???

Why do you participate in the First Suburbs Coalition?



Which type of agenda item do you MOST prefer?



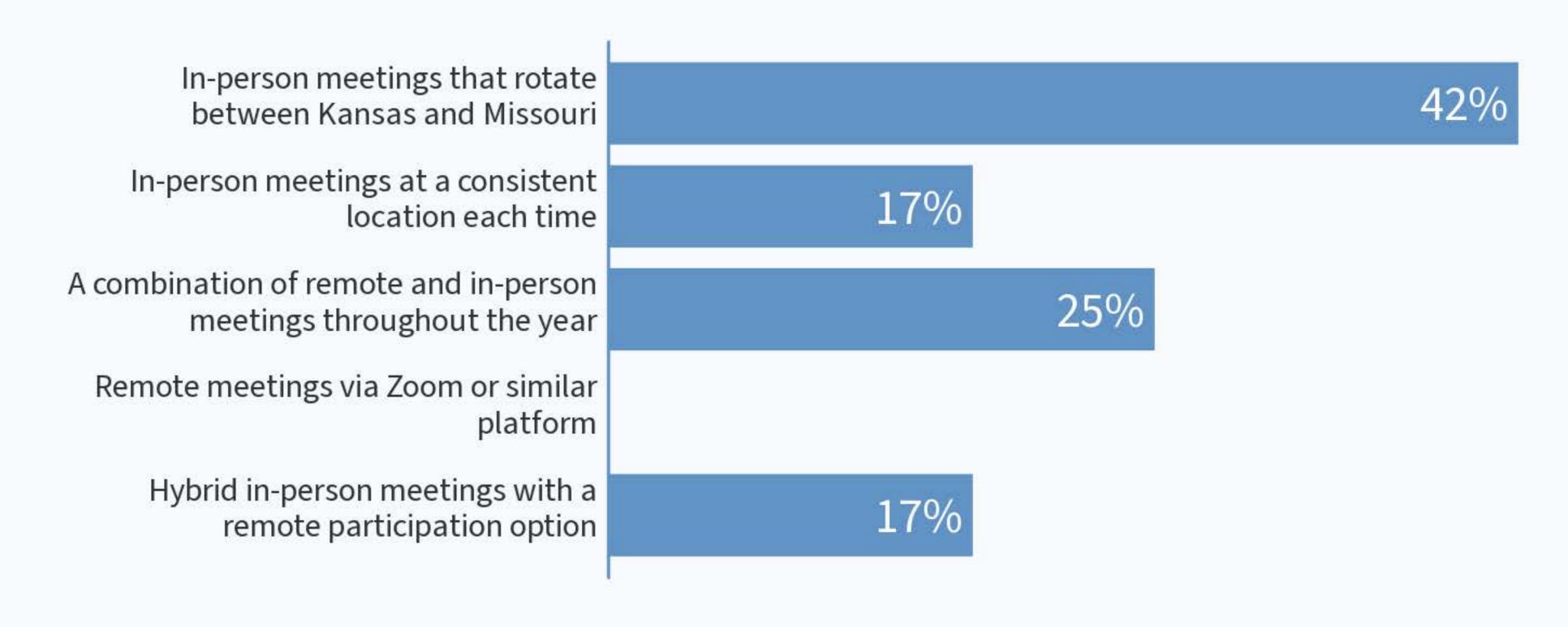
List a presentation or topic that you remember from a prior FSC meeting that stands out as successful.

cist a presentation or topic that you remember from a prior FSC meeting t				Trending Sc
The situational Countries of Countries of the Maryon was inscripational Q feet based	Net votes	opvotes	Downvotes	FITEIIUIII SC
The city of Grandview's w/the Mayor was inspirational & fact based.	5	5	0	5
Today's about the gold CFAA cities. They were both great.	5	5	0	5
The panel on the retention and recruitment of the workforce. Particularly				
niring millennials and making the workplace more inclusive. That was an				
awesome panel discussion.	4	4	0	4
Grandviews presentation with their mayor and city admin. I believe that				
was in Gladstone	4	4	0	4
heard great things about the workforce challenges panel that I missed. I'd				
ove to get an update on that as the problem continues.	4	4	0	4
Better ways to pro-actively communicate effectively with engaged AND				
disengaged residents.	3	3	0	3
oresentation on density of infrastructure and tax base considerations (long	5			
time ago!)	2	2	0	2
What cities strategies cities are implementing to compete with private				
sector employers for workers.	2	2	0	2
To date Granview	2	2	. 0	2
Housing seminar	2	2	. 0	2
would love to hear views on each topic from the developer community.	1	1	. 0	1
Not FSC but talking with Tom Jacobs and regional or national models about				
regional stormwater detention facilities or strategies.	1	1	0	1
Field trip to new housing in Gladstone and Grandview (further back than 2				
years)	1	1	0	1
nitial panel on housing study	1	2	1	1
The HR panel discussion.	1	2	1	1

What topics do you want to see featured in FSC programming in 2023? Net Votes Upvotes Downvotes Trending Score

Affordable housing including for profit housing providers ADUS Housing Housing Finite action between new and old development Finite action between new action between the act	Response	Net Votes	Upvotes	Downvote	Trending Score
ADUS	Neighborhood revitalization programs	8	8	0	8
Housing 5 5 5 0 5 1 1 1 1 0 1 1 1 1 0 1 1 1 1 0 1 1 1 1	Affordable housing including for profit housing providers	6	7	1	6
Interaction between new and old development Interaction between new and old development Infill housing developme	ADUs	5	6	1	5
Infill housing development 4 4 4 0 4 4 0 4 4 4 0 4 4 4 4 0 4	Housing	5	5	0	5
More zoning comparisons across the Metro to build consistency and best practices. Approaches to address affordable housing which metro can use Changing the narrative on multi-family housing Beginnal programs Metro transportation cooperation Regional projects and formulate partnerships Consum data Collaborative programs 1 1 0 1 Collaborative programs 1 1 0 0 1 Collaborative programs 1 0 0 0 Collaborative programs 2 0 0 0 0 Collaborative programs 3 3 0 0 3 Collaborative programs 3 4 1 1 3 Collaborative programs 4 1 1 0 0 Collaborative programs 4 1 1 0 0 Collaborative programs 5 0 0 0 0 0 Collaborative programs 6 0 0 0 0 0 Collaborative programs 7 0 0 0 0 0 Collaborative programs 8 0 0 0 0 0 Collaborative programs 9 0 0 0 0 0 Collaborative programs 9 0 0 0 0 Collaborative pr	Interaction between new and old development	5	5	0	5
practices. 4 4 0 4 Approaches to address affordable housing which metro can use 3 3 0 3 Changing the narrative on multi-family housing 3 3 0 3 Homeowner grant programs 3 4 1 3 Metro transportation cooperation 3 3 0 3 Regional projects and formulate partnerships 3 3 0 3 census data 1 1 0 1 collaborative programs 1 1 0 1 economic development initialiatives 1 1 0 1 JoCo and marc cooperation on aging services 1 1 0 1 Report on work that REIC Roundtables are doing 1 1 0 1 Climate Action related to aging homes 0 0 0 0 Continued effort to create a regional source for residents to identify where affordable housing options are 0 0 0 0 Growing downtown <td>Infill housing development</td> <td>4</td> <td>4</td> <td>0</td> <td>4</td>	Infill housing development	4	4	0	4
Approaches to address affordable housing which metro can use Approaches to address affordable housing which metro can use Changing the narrative on multi-family housing Homeowner grant programs Metro transportation cooperation Regional projects and formulate partnerships Census data Collaborative programs 1 1 0 1 collaborative programs 1 1 0 0 1 collaborative programs 1 0 0 0 0 collaborative programs 2 0 0 0 0 0 collaborative programs 3 3 0 0 3 census data 4 1 1 3 0 collaborative programs 3 0 0 0 0 collaborative programs 4 1 1 0 0 1 collaborative programs 5 0 0 0 0 0 collaborative programs 6 0 0 0 0 0 collaborative programs 6 0 0 0 0 0 collaborative programs 6 0 0 0 0 collaborative programs 7 0 0 0 0 collaborative programs 8 0 0 0 0 collaborative programs 8 0 0 0 0 collaborative programs 9 0 0 0 0 collaborative programs	More zoning comparisons across the Metro to build consistency and best				
Changing the narrative on multi-family housing Homeowner grant programs Metro transportation cooperation Regional projects and formulate partnerships Gensus data Collaborative programs 1 1 0 1 collaborative programs 1 1 0 1 collaborative programs 1 1 0 1 DoCo and marc cooperation on aging services 1 1 0 1 Report on work that REIC Roundtables are doing Climate Action related to aging homes Continued effort to create a regional source for residents to identify where affordable housing options are Growing downtown How to reduce Nimby effects Transportation 3 3 0 3 4 1 1 3 5 0 3 7 0 3 8 2 0 3 8 2 0 0 0 0 9 1 0 0 9 0 0 0 0 9 0 0 0 0 9 0 0 0 0 9 0 0 0 0	practices.	4	4	0	4
Homeowner grant programs Metro transportation cooperation Regional projects and formulate partnerships 3 3 0 3 Regional projects and formulate partnerships 3 3 0 3 census data 1 1 0 1 collaborative programs 1 1 0 1 economic development initialatives 1 1 0 1 JoCo and marc cooperation on aging services 1 1 0 1 Report on work that REIC Roundtables are doing 1 1 0 1 Climate Action related to aging homes Continued effort to create a regional source for residents to identify where affordable housing options are Growing downtown How to reduce Nimby effects O 0 0 0 Transportation O 0 0 0 O 0 O 0 O 0 0 O 0 0 0 O 0 0 0 O 0 0 0 O 0 0 0 O 0 0 0 0	Approaches to address affordable housing which metro can use	3	3	0	3
Metro transportation cooperation3303Regional projects and formulate partnerships3303census data1101collaborative programs1101economic development initaiatives1101JoCo and marc cooperation on aging services1101Report on work that REIC Roundtables are doing1101Climate Action related to aging homes0000Continued effort to create a regional source for residents to identify0000Where affordable housing options are00000Growing downtown00000How to reduce Nimby effects00000Transportation00000	Changing the narrative on multi-family housing	3	3	0	3
Regional projects and formulate partnerships census data census data 1 1 0 1 collaborative programs 1 1 0 1 economic development initalatives JoCo and marc cooperation on aging services Report on work that REIC Roundtables are doing Climate Action related to aging homes Continued effort to create a regional source for residents to identify where affordable housing options are Growing downtown How to reduce Nimby effects O O O Transportation 3 3 3 0 3 C 1 C 1 C 1 C 1 C 1 C 2 C 3 C 3 C 3 C 3 C 3 C 1 C 1 C 1	Homeowner grant programs	3	4	1	3
census data collaborative programs 1 1 0 1 economic development initaiatives 1 1 0 1 JoCo and marc cooperation on aging services Report on work that REIC Roundtables are doing Climate Action related to aging homes Continued effort to create a regional source for residents to identify where affordable housing options are Growing downtown How to reduce Nimby effects Transportation 1 1 0 1 1 0 1 1 0 1 1 0 0 1 0 0	Metro transportation cooperation	3	3	0	3
collaborative programs collaborative programs 1 1 0 1 economic development initaiatives 1 1 0 1 JoCo and marc cooperation on aging services Report on work that REIC Roundtables are doing Climate Action related to aging homes Continued effort to create a regional source for residents to identify where affordable housing options are Growing downtown How to reduce Nimby effects Transportation 1 1 0 1 0 1 0 0 0 0 0 0 0 0 0 0	Regional projects and formulate partnerships	3	3	0	3
economic development initalatives 1 1 0 1 JoCo and marc cooperation on aging services 1 1 0 1 Report on work that REIC Roundtables are doing 1 1 0 1 Climate Action related to aging homes 0 0 0 0 0 Continued effort to create a regional source for residents to identify where affordable housing options are 0 0 0 0 0 Growing downtown 0 0 0 0 0 How to reduce Nimby effects 0 0 0 0 0	census data	1	1	0	1
JoCo and marc cooperation on aging services 1 1 0 1 Report on work that REIC Roundtables are doing 1 1 0 1 Climate Action related to aging homes 0 0 0 0 0 Continued effort to create a regional source for residents to identify where affordable housing options are 0 0 0 0 0 Growing downtown 0 0 0 0 0 How to reduce Nimby effects 0 0 0 0 0	collaborative programs	1	1	0	1
Report on work that REIC Roundtables are doing 1 1 0 1 Climate Action related to aging homes 0 0 0 0 0 Continued effort to create a regional source for residents to identify where affordable housing options are 0 0 0 0 0 Growing downtown 0 0 0 0 0 How to reduce Nimby effects 0 0 0 0 0	economic development initaiatives	1	1	0	1
Climate Action related to aging homes 0 0 0 0 0 0 Continued effort to create a regional source for residents to identify where affordable housing options are 0 0 0 0 0 0 0 Growing downtown 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	JoCo and marc cooperation on aging services	1	1	0	1
Continued effort to create a regional source for residents to identify where affordable housing options are Growing downtown How to reduce Nimby effects Transportation O O O O O O O O O O O O O	Report on work that REIC Roundtables are doing	1	1	0	1
where affordable housing options are 0 0 0 0 Growing downtown 0 0 0 0 How to reduce Nimby effects 0 0 0 0 Transportation 0 0 0 0	Climate Action related to aging homes	0	0	0	0
Growing downtown 0 0 0 0 How to reduce Nimby effects 0 0 0 0 Transportation 0 0 0 0	Continued effort to create a regional source for residents to identify				
How to reduce Nimby effects 0 0 0 0 Transportation 0 0 0 0	where affordable housing options are	0	0	0	0
Transportation 0 0 0 0	Growing downtown	0	0	0	0
·	How to reduce Nimby effects	0	0	0	0
Workforce recruitment 0 0 0 0	Transportation	0	0	0	0
	Workforce recruitment	0	0	0	0

Which format works best to ensure your participation?



Item Number: New Business- VIII.-A.

Committee 11/21/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 10/27/2022 Submitted By: Keith Moody

Committee/Department: Admin.

Title: Approve Change Order Adding Women's Locker Room

Remodel to Aquila Contract (5 min)

Item Type: Other

Recommendation:

Staff recommends approval of the change order adding the Women's Locker Room Renovation to Aquila Industries contract for Phase 1 renovations at the Community Center.

Details:

The City has budgeted \$75,000 in the Aquatic Center Fund for this work. In addition, there is roughly \$50,000 of ARPA funds that were identified for support of the Community Center Renovation that are not anticipated to be used on that project, these resources could be allocated to this project providing a total of \$125,000 that can be made available for this project.

The change order reflects that the women's locker room work is to be substantially complete by April 15, 2023, and entirely complete by May 1, 2023 (prior to when our staff needs access to the space for pool opening prep. The cost of this work is \$94,772 (roughly \$20k lower than Aquila's bid). They were able to reduce mobilization and supervisor costs. SFS and staff believe the change order price and approach is acceptable in light of: 1. the relatively small size of the project, 2. the current highly competitive construction market, 3. the fact that we received only one bid (from Aquila) for the project and 4. the City's interest in seeing the work complete by the start of the 2023 pool season.

Financial Impact

Amount of Request: \$94,772				
Budgeted	Budgeted Amount: Total Project Budget= \$75,000; Architect= \$7,250; Construction =			

Item?	\$67,750
	4 - 1 , 1 - 2

Line Item Code/Description: 220-5442 Pool Improvements \$75,000; 550-5442 Other Capital Outlay \$419,000

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

	Description	Type
D	Change Order #1- Women's Locker Room Renovation	Cover Memo
D	Womens Locker Renovation Plans	Cover Memo

ARCHITECT-OF-RECORD:

SFS ARCHITECTURE 2100 CENTRAL, SUITE 31

KANSAS CITY MISSOURI 64108

DRAWING INDEX

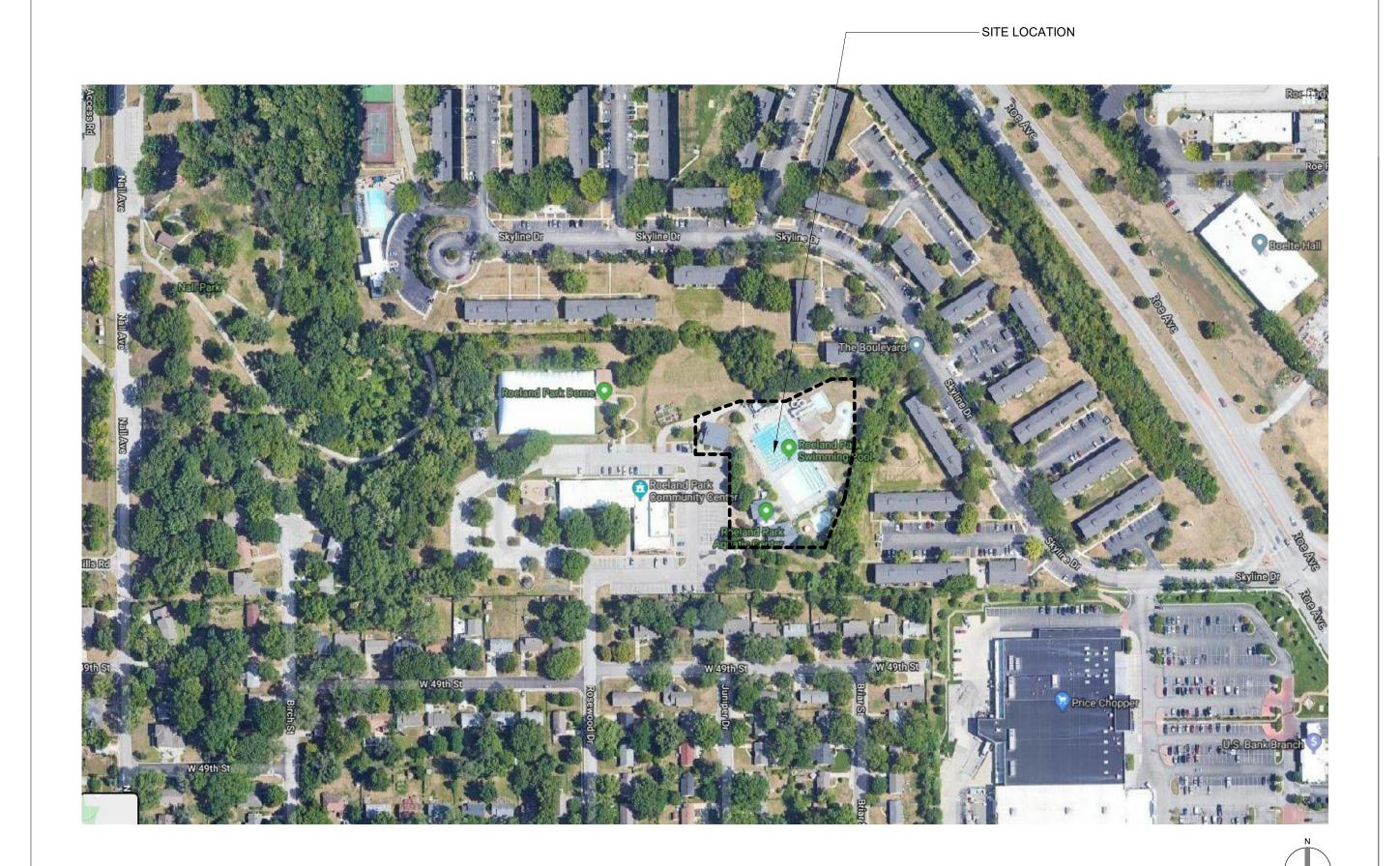
AD111 DEMOLITION PLAN - GROUND LEVEL 'BATHHOUSE'
A111 FLOOR & CEILING PLAN - GROUND LEVEL 'BATHHOUSE'
A151 FINISH PLAN - GROUND LEVEL 'BATHHOUSE'
A211 INTERIOR ELEVATIONS 'BATHHOUSE'

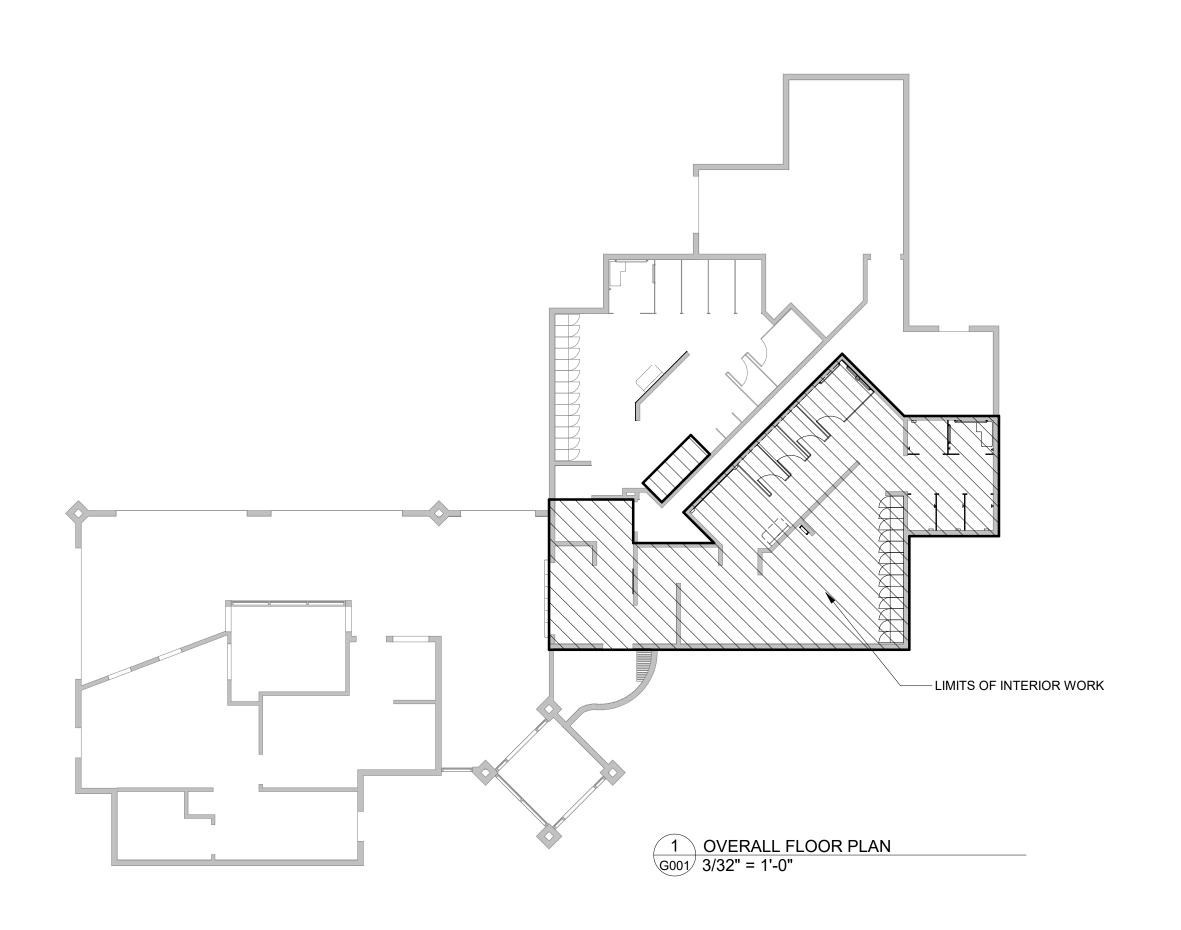
F: 816.421.8024

CITY OF ROELAND PARK 4600 W 51ST STREET ROELAND PARK KANSAS 66205

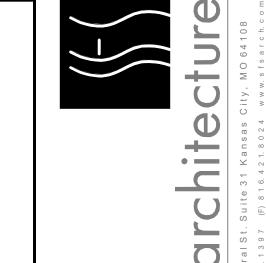
O: 913.722.2600

O: 816.474.1397











Roeland Park Aquatic Center RR Improvements

City of Roeland

MARK DATE DESCRIPTION

1 10/6/22 ADDENDUM 1

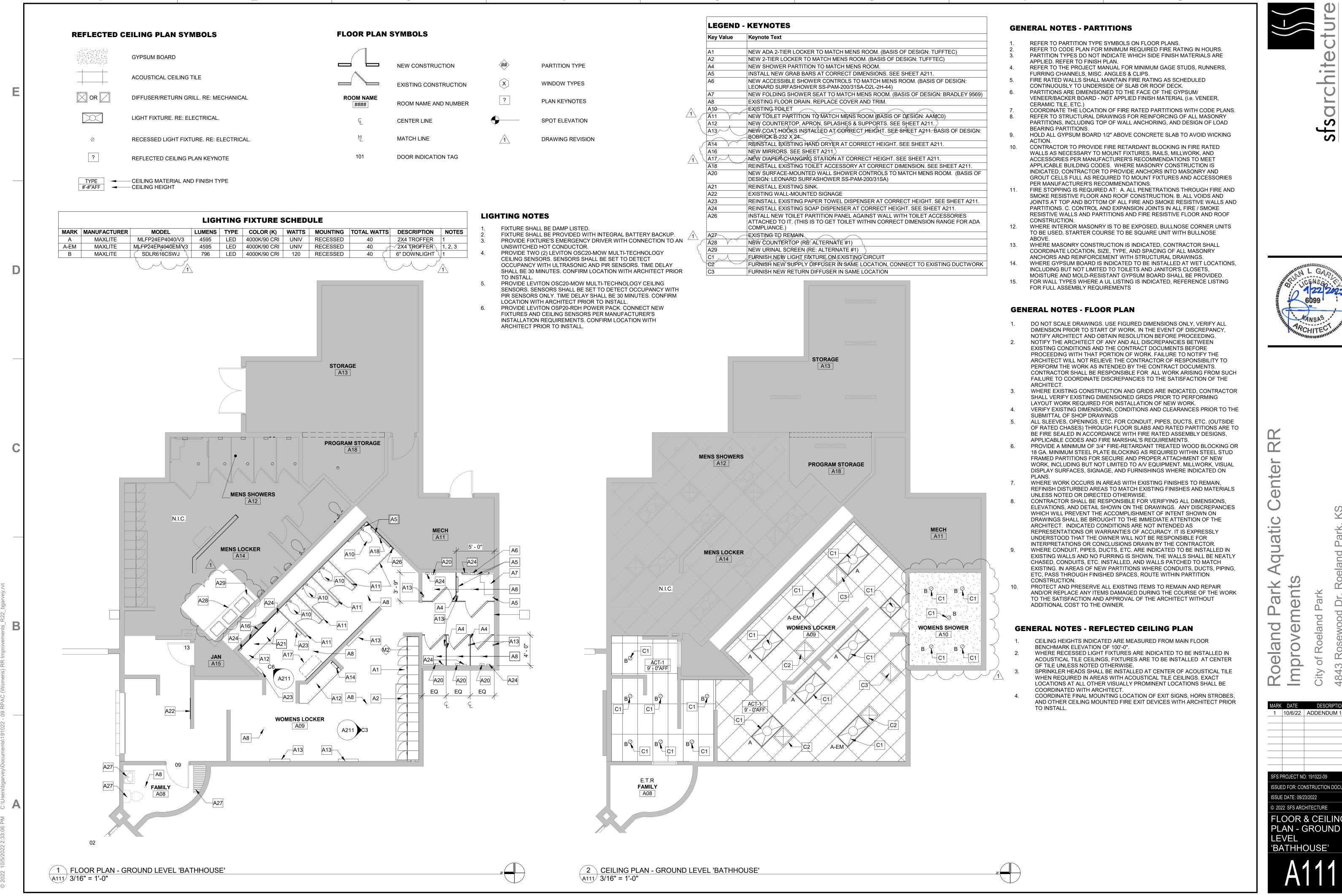
SFS PROJECT NO: 191022-09

ISSUED FOR: CONSTRUCTION DOCUMENTS

ISSUE DATE: 09/23/2022

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DEMOLITION
PLAN - GROUND
LEVEL
'BATHHOUSE'



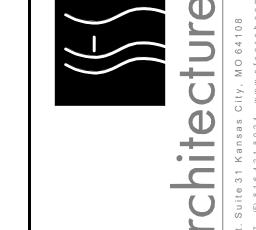






ment **D** Improve

MARK DATE DESCRIPTION 1 | 10/6/22 | ADDENDUM 1 SFS PROJECT NO: 191022-09 SSUED FOR: CONSTRUCTION DOCUMEN SSUE DATE: 09/23/2022 © 2022 SFS ARCHITECTURE FLOOR & CEILING





Roeland Park Aquatic Center RR Improvements

City of Roeland Pa

MARK DATE DESCRIPTION

1 10/6/22 ADDENDUM 1

SFS PROJECT NO: 191022-09

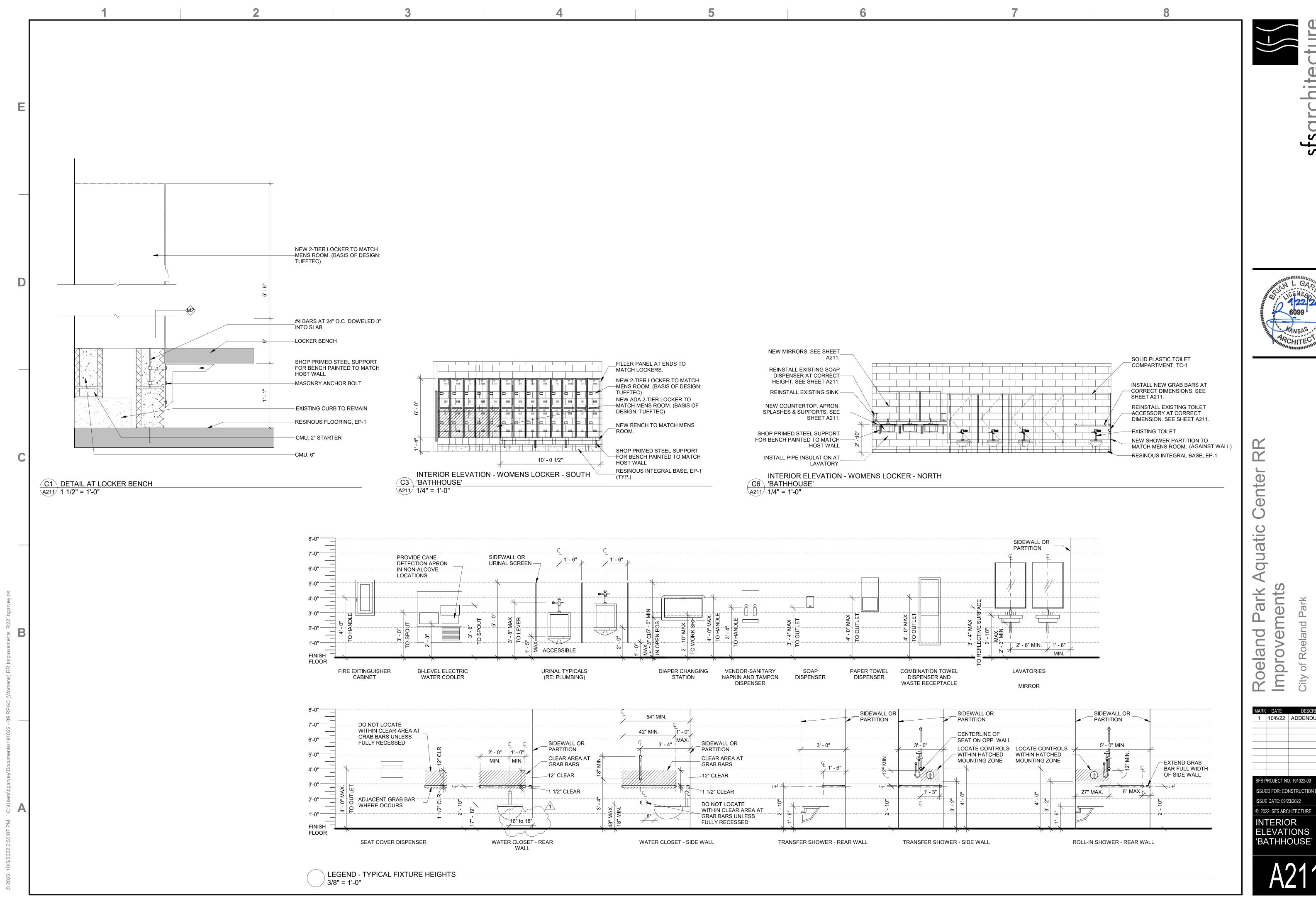
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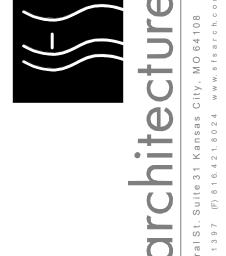
SFS PROJECT NO: 191022-09
ISSUED FOR: CONSTRUCTION DOCUMENTS
ISSUE DATE: 09/23/2022
© 2022 SFS ARCHITECTURE
FINISH PLAN -

'BATHHOUSE'

1 1 1

GROUND LEVEL







MARK DATE DESCRIPTION 1 10/6/22 ADDENDUM 1 SFS PROJECT NO: 191022-09 ISSUED FOR: CONSTRUCTION DOCUMENT ISSUE DATE: 09/23/2022 © 2022 SFS ARCHITECTURE INTERIOR **ELEVATIONS**

Item Number: New Business- VIII.-B.

Committee Meeting Date: 11/21/2022

City of Roeland Park

Action Item Summary

Date: 11/17/2022
Submitted By: Staff
Committee/Department: Admin

Title: Reappointment of City Attorney, City Engineer, Judge and Prosecutor (5 min)

Item Type: Other

Recommendation:

Reappoint Steve Mauer and Mauer Law Firm as City Attorney; Dan Miller and Larkin as City Engineer; Karen Torline as Municipal Judge and Fran through 12/31/2023.

Details:

Per the City code, the city attorney, city engineer, judge and prosecutor shall be reappointed on an annual basis. This is a formality per City code that we are fulfillir regulating these appointments is listed under additional information.

As an FYI the 2023 hourly rate schedule for the City Engineer and City Attorney are attached. The City Engineer updates their hourly rate schedule annually. The adjusted for the first time since their appointment in 2017.

The Judge (\$1,445/month) and Prosecutor (\$1,190/month) are paid a set monthly fee. Those fees reflect a 2% increase for 2023, which is anticipated in the ador

Financial Impact

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

Additional Information

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Sec. 1-301. - Appointment.

The Mayor shall appoint, by and with the consent of the Council, a Judge of the Municipal Court, a City Attorney, a City Prosecutor, an Ethics Attorney and a City E

appointment, a committee of the Governing Body appointed by the City Council shall interview candidates for the position and recommend one for appointment by and confirmed shall hold an initial term of office of not to exceed one year and until their successors are appointed and qualified. Any officers who are reappointed one year and until their successors are appointed and qualified. The Council shall by ordinary ordinance specify the duties and compensation of the office holders, abolish any office created by the Council whenever deemed expedient.

(Chart. Ord. No. 24, § 1; Code 2012; Chart. Ord. No. 32, § 10, 7-18-2016)

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Sec. 1-302. - Removal.

In addition to all other powers conferred by ordinance, statute or law upon the Mayor and City Council for the removal of appointed officials of the City, officers app of the City Council may be removed from office for good cause. For the purposes of Sections 1-302—1-306, the following terms, phrases and words, and their de meaning:

- (a) Good cause shall mean any act or acts by an officer which constitutes misconduct, misfeasance, malfeasance, gross neglect of official duty or incompetency.
- (b) Gross neglect of official duty shall mean willful failure to perform or utter disregard of the duties incumbent on an officer.
- (c) Incompetency shall mean lack of ability to discharge the required duties of an officer.
- (d) Malfeasance shall mean any wrongful conduct that affects, interrupts or interferes with the performance of official duties.
- (e) Misconduct shall mean a violation of the rules of propriety by which all persons should govern their behavior.
- (f) Misfeasance shall mean the improper performance of an act lawfully permitted to be performed by an officer.

(Ord. No. 425, § 1, A)

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Sec. 1-303. - Same; Request for Removal.

- (a) Any request for the removal of an officer for good cause shall be in writing by the Mayor or a member of the City Council and shall be addressed to the members of the and concisely the facts constituting the cause upon which the request is based.
- (b) On receipt of such request for removal, the City Council shall cause to be sent to the officer whose removal is sought a copy of the request for removal and a statemen which to request a public or private hearing before the City Council regarding the allegations contained therein.

(Ord. No. 425, § 1, B, C)

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Sec. 1-304. - Same; Hearing.

If the officer whose removal is sought requests a hearing on the allegations contained in the request for removal, the City Council shall hold such hearing, either pu

time and place determined by the City Council, with at least five days notice of such time and place being given to the individual requesting such hearing. If no requesting the forwarding of the request for removal by the City Council, the City Council may proceed to act upon the request for removal without further no (Ord. No. 425, § 1, D)

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Sec. 1-305. - Same; Vote of Council.

Removal of an appointive officer shall be by majority vote of all elected Councilmembers, irrespective of the number of elected Councilmembers present and votin (Ord. No. 425, § 1, E)

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Sec. 1-306. - Same; Suspension.

Pending the determination of the City Council as provided in Sections 1-303—1-305, the Mayor, with the consent of the City Council, may suspend such officer wi (Ord. No. 425, § 1, F)

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

	Description	Type
D .	Mauer Law 2023 Rates	Cover Memo
D .	Agreement with Mauer Law	Exhibit
D .	Mauer Law RFQ Response	Cover Memo
D C	Lamp Rynearson 2023 Rates	Cover Memo
D C	Agreement with Lamp Rynearson	Exhibit
D .	Lamp Rynearson RFQ Response	Cover Memo
D .	Karen Torline RFQ Response	Exhibit
D C	Frank Gilman RFQ Response	Exhibit



November 14, 2022

VIA ELECTRONIC MAIL: kmoody@roelandpark.org

CONFIDENTIAL

City of Roeland Park c/o Keith Moody, City Administrator 4600 West 51st Street Roeland Park, Kansas 66205

Re: Engagement of Mauer Law Firm PC

Dear Mr. Moody:

We are pleased that you have chosen to engage Mauer Law Firm PC to provide legal services to the City of Roeland Park as City Attorney and in connection with such other matters that we mutually agree to undertake. Consistent with our practice, this letter and the attached Engagement Terms and Billing Practices (the "Terms") set forth the terms of our engagement. The Terms are important and are provided to our clients so that they understand in advance how various issues will be handled.

Our fees for legal services typically are based on the time we spend on the engagement. In the event the nature of the services requested justifies a departure from that approach, we welcome the opportunity to discuss alternative arrangements, including flat fee or contingency arrangements. We separately charge for expenses and other charges incurred in connection with rendering our services, all as described in the Terms.

Our billing statements are normally rendered on a monthly basis and are due and payable upon receipt. We endeavor to include expenses and other charges in the statement for the month in which they are incurred. On occasion, however, accounting for certain expenses and charges may be delayed, in which case late-posted items will be billed on the next regular statement. Mauer Law Firm reserves the right to charge a late payment penalty in the form of interest on any statements not paid within 30 days of the statement date at the legal rate of interest.

Our attorney-client relationship is one of mutual trust and confidence. We do our best to see to it that our clients are satisfied not only with our services but also with the fees charged for those services. Whenever you have any questions or comments regarding our services or fees, you should contact me or any other attorney in Mauer Law Firm with whom you are working. We also encourage you to inquire about any matters relating to our fee arrangements or monthly statements that are in any way unclear.

We appreciate the confidence you have placed in us and look forward to working with you. If this letter and the Terms correctly set forth our mutual understanding, please sign and date the enclosed copy of this letter and return it to us with the attached Terms.

Very truly yours,
(Ad
1/-
Steven E. Mauer

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

THESE TERMS INCLUDING THE ATTACHED ENGAGEMENT TERMS AND BILLING PRACTICES ARE APPROVED.

By:	Its Authorized Representative	
	to a	
CITY	OF ROELAND PARK, KANSAS	
DAT	ED:	

ENGAGEMENT TERMS AND BILLING PRACTICES

<u>Fees</u>. Our general policy is to calculate fees for legal services on the basis of a rate for each lawyer and legal assistant engaged in providing such services, multiplied by the number of hours (or fractions thereof, in increments of one-fourth of one hour) devoted to the rendering of such services by each such lawyer or legal assistant.

In serving the client we attempt to utilize those lawyers and legal assistants having the lowest hourly billing rates commensurate with the legal knowledge and level of experience required in order to achieve the client's objective. The selection of those lawyers and legal assistants who will render services will be made by the lawyer having overall supervisory responsibility for each engagement, taking into consideration the nature of the engagement, the degree of legal experience and knowledge required in order to achieve the client's objective, the availability of lawyers and legal assistants to work on the engagement and their hourly billing rates.

We agree to a special rate of \$210 per hour for all timekeepers. Our hourly billing rates may be adjusted periodically. The timekeepers you may expect to work on your matters include the following: Steven E. Mauer, Alex C. Felzien and Elizabeth Crotty.

When we provide services which are of special value or which require unusual sophistication, we reserve the right to charge an amount that exceeds the standard rate of the professionals involved multiplied times the number of hours devoted to the rendering of services. We will discuss with you in advance any circumstances where such an increase may be appropriate.

Deposits. Any deposits that we receive from you will be placed in our client trust account on your behalf and are refundable to the extent not subject to disbursement. We are not requesting a deposit from the City of Roeland Park. However, any funds we might receive on your behalf will be placed by us in our unsegregated trust account with our bank in Kansas. Interest earned on that account, pursuant to Missouri Supreme Court Rule, is paid to the Missouri Lawyer Trust Account Foundation to be used for providing civil legal assistance to low-income individuals, improving the administration of justice and promoting such other programs for the benefit of the public approved by the Supreme Court.

Deposits are received with the understanding that we are expressly authorized to withdraw from the trust account the sums necessary to pay for services as they are performed and expenses as they are incurred. You will be notified in writing of the amounts applied or withdrawn, and you will also be provided with a statement explaining the services rendered and costs incurred. If the charges for services and costs exceed the balance on deposit, the statement will show the excess due and payable. We may also request additional deposits to cover further services and costs, if circumstances warrant. When our services are completed, you will receive a final invoice. Any remaining balance after payment of our final invoice will be returned to you.

Representation in Other Matters. Mauer Law Firm represents many other companies and individuals. To avoid any misunderstanding in connection with our current (and any future) engagement for you, we confirm that we have not been asked to act as counsel for any subsidiary, parent, affiliated entity or individual as a result of our acting as counsel to you. Any such relationship, if undertaken by us with any such other entity or individual, must be separately entered into.

Litigation and Dispute Resolution Matters. The outcome, cost and the course of most litigation matters cannot be predicted. Should you ever have questions or concerns, we encourage you to contact us. Your timely and full cooperation and assistance will play a critical role in our efforts. You always retain the right to determine whether a compromise should be pursued and accepted, or, alternatively, whether the matter should be pursued to an adjudication on the merits at trial and thereafter to an appeal. While we cannot

assure you that there will not be an adverse outcome, our efforts always are directed toward obtaining the most satisfactory resolution of this matter for you that is possible.

Termination of Engagement. You may terminate our engagement with or without cause at any time on written notice to us. Termination of our services will not affect your responsibility to pay for legal services rendered and all expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the Missouri Rules of Professional Conduct, including your failure to promptly pay our bills, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. This letter constitutes reasonable warning that we will withdraw from representing you in this matter if you fail substantially to fulfill an obligation to us regarding our services. Other grounds for terminating our representation are set forth in Rule 1.16 of the Missouri Rules of Professional Conduct, a copy of which we will provide you on request. We may request a stipulation executed by you allowing us to withdraw as your attorney in any judicial, arbitration or similar proceedings, in which event you agree in advance to our withdrawal.

Our attorney-client relationship will also terminate when a matter for which Mauer Law Firm was hired has been completed, whether or not our bill to you for services has been rendered or paid. Upon termination of our relationship, Mauer Law Firm has no duty to accept new engagements or to continue representation in any matters unless mutually agreed in writing.

<u>Future Representation</u>. In the event our engagement necessitates that we prepare an agreement which provides for ongoing rights and obligations on your part, a dispute concerning the interpretation or enforceability of that agreement may subsequently arise after our engagement has been terminated. In the absence of our express written agreement, you may not assume that Mauer Law Firm will continue to be free to represent you in a future dispute concerning such agreement.

Retention of Files. Generally, we keep each client's legal files for ten years after we close the file. After ten years, we destroy those files unless the client tells us otherwise. If you want us to keep your files for a longer period of time, please tell us.

Arbitration of Dispute. Should any dispute arise concerning the services provided to you by us or the statements forwarded to you, as well as any alleged claims for legal malpractice, breach of fiduciary duty, breach of contract or other claim against Mauer Law Firm for any alleged inadequacy of such services, the dispute will be settled by arbitration. The arbitration shall be heard in the City of Kansas City by a panel of three arbitrators, all of whom must be practicing attorneys in that city, with one arbitrator to be selected by each party and the third to be chosen by the two arbitrators selected by the parties. The arbitrators may establish such rules for the conduct of the arbitration as they may choose, except that there shall be no discovery and any proceedings conducted shall be private and confidential and shall not be disclosed to the public by either the arbitrators or the parties to the arbitration. The award of the arbitrators must be by a majority vote and shall be final and binding, not subject to challenge by either party in any court of law. Each party shall bear its own costs of the arbitration and shall pay one-half of the costs of the proceeding.

<u>Charges</u>. Our statements to our clients are normally rendered on a monthly basis, and ordinarily include certain charges other than fees for legal services. These charges may include third-party expenses (such as filing fees, court reports and travel) and internal expenses. Clients may be asked to pay larger third-party invoices directly. Other third-party expenses will be added to our bills with no markup. Mauer Law Firm has

elected to charge for certain support activities on the basis of each client's individual use instead of covering them in its hourly rates for fee earners. The internal charges will be billed in the following way:

Facsimile: Clients are charged \$1.00 per page plus the telephone expense for outgoing faxes. There is no charge for incoming faxes.

Mail: Clients are charged the actual cost of postage, express mail and bulk mailings, as well as air express couriers. However, there is no charge for invoices sent to the client by regular mail.

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Reproduction Costs:

<u>Copies</u> – Mauer Law Firm charges \$.20 per page for regular copies, \$.75 per page for color copies. Copying by outside vendors when required by size or time constraints of the specific project is charged at actual cost.

Computer Research: Mauer Law Firm uses Westlaw computer-assisted research. We bill clients at the vendor's regular rates to third parties without discount.

Long-Distance Telephone Calls: Long distance calls are billed at direct dial rates to third parties without discount.

Applicable Law. Our attorney-client relationship will be governed by Missouri law, including the Missouri Rules of Professional Conduct.



October 26, 2016

VIA ELECTRONIC MAIL: kmoody@roelandpark.org

CONFIDENTIAL

City of Roeland Park c/o Keith Moody, City Administrator 4600 West 51st Street Roeland Park, Kansas 66205

Re: Engagement of Zerger & Mauer LLP

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Our attorney-client relationship is one of mutual trust and confidence. We do our best to see to it that our clients are satisfied not only with our services but also with the fees charged for those services. Whenever you have any questions or comments regarding our services or fees, you should contact me or any other attorney in Zerger & Mauer with whom you are working. We also encourage you to inquire about any matters relating to our fee arrangements or monthly statements that are in any way unclear.

We appreciate the confidence you have placed in us and look forward to working with you. If this letter and the Terms correctly set forth our mutual understanding, please sign and date the enclosed copy of this letter and return it to us with the attached Terms.

Very truly yours,

Steven E. Mauer

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DATED: U/i/16

CITY OF ROELAND PARK, KANSAS

By: Its Authorized Representative

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We agree to a special rate of \$190 per hour for all timekeepers. Our hourly billing rates may be adjusted periodically. The timekeepers you may expect to work on your matters include the following: Steven E. Mauer, Heather S. Esau Zerger and J.D. Moore, all Partners; Jessica James and Jessie Fox, both Associates.

When we provide services which are of special value or which require unusual sophistication, we reserve the right to charge an amount that exceeds the standard rate of the professionals involved multiplied times the number of hours devoted to the rendering of services. We will discuss with you in advance any circumstances where such an increase may be appropriate.

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Retention of Files. Generally, we keep each client's legal files for ten years after we close the file. After ten years, we destroy those files unless the client tells us otherwise. If you want us to keep your files for a longer period of time, please tell us.

Expectations of Representation. Zerger & Mauer anticipates that Steven E. Mauer will attend regularly scheduled meetings; and workshops of the City Council and meetings of the Planning Commission and Board of Zoning Adjustment. In the event Mr. Mauer is unavailable, another lawyer from Zerger & Mauer will attend the meeting in his absence. Zerger & Mauer recognizes that as a municipal client, the City often has urgent needs for legal advice. Thus, Zerger & Mauer will endeavor to respond to inquiries from Roeland Park, within 24 hours and commits that Roeland Park is a priority client for the Firm.

Arbitration of Dispute. Should any dispute arise between us, including but not limited to disputes concerning your obligations to us, the services provided to you by us or the statements forwarded to you, as well as any alleged claims for legal malpractice, breach of fiduciary duty, breach of contract or other claim against Zerger & Mauer for any alleged inadequacy of such services, the dispute will be settled by arbitration. The arbitration shall be heard in the City of Kansas City by a panel of three arbitrators, all of whom must be practicing attorneys in that city, with one arbitrator to be selected by each party and the third to be chosen by the two arbitrators selected by the parties. The arbitrators may establish such rules for the conduct of the arbitration as they may choose, except that there shall be no discovery and any proceedings conducted shall be private and confidential and shall not be disclosed to the public by either the arbitrators or the parties to the arbitration. The award of the arbitrators must be by a majority vote and shall be final and binding, not

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Applicable Law. Our attorney-client relationship will be governed by Kansas law, including the Kansas Rules of Professional Conduct.

1100 Main Street • Suite 2100 • Kansas City, MO 64105 • 816.759.3300 • Fax 816.759.3399 • ZergerMauer.coi



Zerger Mauerus

ZERGER & MAUER LLP

1100 Main Street, Suite 2100 Kansas City, Missouri 64105 Telephone: 816-759-3300

Facsimile: 816-759-3399 www.zergermauer.com

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INTRODUCTION

Thank you for the opportunity to present this proposal for services to the City of Roeland Park. A large portion of our practice at Zerger & Mauer LLP involves representation of municipalities like the City of Roeland Park. We also represent Administrative Agencies, Park Departments and School Districts. As former "big firm" lawyers, we have broad and deep expertise on which our clients rely to aid them in solving their most challenging legal and operational problems. At the same time, our clients get the personal attention unique to small firms. We strive to be partners with our clients, gaining a thorough understanding of our clients' needs. For our City clients, we look at ourselves as additional staff members, available to pitch in on any project. Zerger & Mauer LLP's practice is designed to ensure our clients' interests are protected across the board.

Zerger & Mauer LLP's partners are supported by excellent associates and staff, working together to ensure the best possible outcome. We embrace every opportunity to improve, staying current on developments in the law. Effective problem solving takes more than pure legal analysis; it requires practical, real world experience. At Zerger & Mauer LLP, our collective legal experience permits delivery of both creative and practical strategies and solutions.

SUMMARY OF PROPOSAL

- For over two decades, the Zerger & Mauer lawyers have provided municipalities with experienced legal counsel. Our City clients include Mission Woods, Lenexa, Overland Park, Harrisonville, Buckner, Freeman, Kansas City, Lee's Summit, Blue Springs, Independence and St. Louis.
- Steven E. Mauer of Zerger & Mauer LLP served as City Attorney for Harrisonville, Missouri
 for 20 years. He has served as City Attorney in Buckner, Missouri for 18 years. Based on this
 experience, we can respond to the City's legal needs without additional "cost" or paying for
 "learning" time.
- Heather S. Esau Zerger also serves as City Attorney for Mission Woods, Kansas. Ms. Zerger's experience as an employment attorney serves as an added value to municipal clients in connection with human resources, labor and staffing issues.
- Zerger & Mauer LLP can provide counsel experienced in all types of specialized legal issues, including: employment matters; commercial disputes; personal injury actions; bankruptcy claims; civil rights suits; wrongful death actions; workers compensation hearings; wrongful termination claims; Federal and State administrative actions; environmental suits; utility regulatory hearings; real estate, construction and development; zoning variances; nuisance claims; and general property disputes.
- Besides representing municipalities, Zerger & Mauer LLP represents many major corporations in the Kansas City metropolitan area.

FIRM EXPERIENCE

The attorneys at Zerger & Mauer LLP have been representing municipalities as City Attorney for over twenty years. The legal needs of Roeland Park are very similar to the legal services Zerger & Mauer LLP currently provides to other cities. For these Cities, we handle all types of legal needs, including: litigation disputes, research of legal questions, economic development plans, and administrative matters. Due to these long-standing relationships, our attorneys are familiar with the requirements for your community.

We believe Zerger & Mauer LLP is uniquely positioned to provide legal services to the City of Roeland Park. For example, we can assist you with your economic development and community betterment projects. Zerger & Mauer LLP has worked extensively to attract new industries to city clients, open new retail centers and residential development projects. Another example would be that the attorneys at Zerger & Mauer LLP have served as legal counsel for the TIF commission of Kansas City and handled all of the eminent domain proceedings for the Kansas City Downtown Redevelopment Project, which includes the H&R Block and Cordish Development areas. We assisted cities in establishing their own TIF Commission. Zerger & Mauer LLP has assisted several of its current city clients in preparing new zoning codes and revising their City Master Plans.

In Johnson County, and around the country, we can provide the City with experienced litigation counsel. Zerger & Mauer LLP's attorneys have successfully defended all types of legal claims. The attorneys at Zerger & Mauer LLP have represented municipalities in lawsuits throughout Kansas for many years. Zerger & Mauer LLP provides this service with an experienced team of attorneys, legal assistants and staff members.

As plaintiff's counsel, Zerger & Mauer LLP attorneys have won jury verdicts in excess of ten million dollars. As defense counsel, they have fought off claims for similar amounts. They have handled appeals on all levels of federal and state courts, including the Supreme Court of Kansas. In business matters, Zerger & Mauer LLP's attorneys have provided the experience and guidance necessary to allow our clients to flourish and become the biggest in their respective industries.

EXPERTISE IN MUNICIPAL LAW

MISSION WOODS, KANSAS

Zerger & Mauer LLP serves as City Attorney for Mission Woods, Kansas. Although smaller than Roeland Park, Mission Woods experiences many of the same issues. As City Attorney, we have helped the City navigate new development challenges, redevelopment projects, and numerous code compliance concerns. We review ordinances and attend City Council meetings and other zoning meetings. We serve as Board Secretary and prepare minutes for all meetings.

HARRISONVILLE, MISSOURI

Zerger & Mauer LLP provided the City of Harrisonville with a team of attorneys to meet all of its needs. As a combined effort, Zerger & Mauer LLP attorneys have: assisted the City with all aspects of construction and funding of an \$11,000,000 community center; rewritten the City's personnel manual to comply with FMLA and other applicable statues; defended employment claims; provided employee and supervisor training; conducted harassment and other employment investigations; filed condemnation actions and prosecuted them to completion; defended the City in a breach of contract; negotiated numerous franchise agreements and prepared numerous contracts for City services and materials; prepared specific ordinances governing City procedures; and generally responded to inquiries from the City Council, department directors, and the City Administrator.

BUCKNER, MISSOURI

For the City of Buckner, Missouri, Zerger & Mauer LLP reviews all City ordinances and prepares contracts and legal opinions for the City as needed. We work closely with the City on all employment and litigation related matters, environmental issues, and other legal concerns. We assisted the City with a \$7,000,00 financing project involving the issuance of industrial development notes, which resulted in the reconstruction and reopening of the City's largest employer, Great Southern Wood. Zerger & Mauer LLP is working closely with the City on several zoning, land use and administrative issues. We also assisted in construction of a new City Hall, Police Department, and redevelopment of the Historic Downtown area.

INDEPENDENCE, MISSOURI

For several years, Zerger & Mauer LLP has served as primary litigation counsel for the City of Independence. Whether the City is plaintiff or defendant, Zerger & Mauer LLP is its counsel. Steven E. Mauer has been the primary client contact for Independence. In this capacity, he has represented

the City in all types of matters, including: excessive force complaints involving police officers and jail personnel; breach of contract; wrongful termination, including alleged age discrimination; territorial disputes for the Power & Light Department; easement acquisition and disputes; construction disputes for the Public Works Department; personnel board appearances involving employee termination; property code enforcement in conjunction with the Community Development Department; defense of economic development activities, including TIF Agreements; Sunshine Law disputes; and, a variety of other matters.

ADDITIONAL CITIES

The attorneys at Zerger & Mauer LLP have also provided representation to numerous municipalities for a variety of projects and cases. This representation includes high profile litigation, such as representing the TIF Commission of Kansas City and the Downtown Redevelopment Project. Zerger & Mauer LLP has represented the City of Lee's Summit and the City of Lenexa, Kansas in various matters, including property disputes. Finally, Zerger & Mauer LLP's attorneys have represented the City of Overland Park in cases involving charges of civil rights violations by police officers.

RESUMES & QUALIFICATIONS

Zerger & Mauer LLP would be pleased to be considered as counsel to the City of Roeland Park. The primary contact person will be:

Steven E. Mauer, Esq.

1100 Main Street, Suite 2100

Kansas City, Missouri 64105

816-759-3300 - Office

816-674-3244 - Mobile

816-759-3399 - Facsimile

913-857-0512 – Home

Mr. Mauer is a founding partner of Zerger & Mauer LLP. Mr. Mauer graduated with honors from Drake Law School in May, 1987 and immediately began practicing in the Kansas City area. He joined Bryan Cave LLP in November 1989 as an associate and was promoted to partner on January 1, 1996. On April 4, 2011, he, along with Heather Zerger, founded Zerger & Mauer LLP.

Mr. Mauer has a substantial practice focusing on the representation of municipalities. Currently, Mr. Mauer serves as the City Attorney for Freeman, Missouri and Buckner, Missouri. For the past twenty-one years, Mr. Mauer has been the primary outside legal counsel to the City of Independence, Missouri. Mr. Mauer has also represented Lenexa, Kansas and Lee's Summit, Missouri.

During his service to these municipalities, Mr. Mauer has provided all types of legal advice. He has prepared and negotiated contracts; mediated disputes; attended personnel grievances hearings; served as litigation counsel in all types of disputes; revised employee manuals; prepared ordinances; and drafted municipal procedures. In sum, Mr. Mauer has handled almost all matters that could be confronted by a Kansas municipality.

In addition to his service as an attorney, Mr. Mauer has received the following awards and recognitions:

Bar Admissions -

State Bar of Missouri
State of Kansas
Federal District Court Western District of Missouri
Eighth Circuit Court of Appeals
Federal District Court of Kansas
Tenth Circuit Court of Appeals

Honors and Activities -

US News "Best Lawyers in America", every year from 2009

Ingram's Magazine "Super Lawyer"

City Attorneys Association of Kansas - Speaker and Award Recipient

Missouri Municipal Attorneys Association - Program Speaker

Missouri Municipal League - Program Speaker

Centerpoint Medical Center - Chairman of Board

Pathway Academy (urban Kansas City charter school) - Chairman

Sunshine Center School for Developmentally Handicapped Children - Chairman

Bi-County United Way - Chairman

Lenexa Chamber of Commerce

Independence Public Schools Ambassador Award

Legacy Foundation - Founder and Officer

ADDITIONAL PERSONNEL

To provide legal services to the City of Roeland Park, the following attorneys will assist Mr. Mauer:

1. Heather S. Esau Zerger

J.D., Cum Laude, University of Minnesota, 1999

B.A., Summa Cum Laude, Bethel College, 1996

Ms. Zerger is admitted to the Bar organizations of Missouri and Kansas. Ms. Zerger is admitted to practice before the Supreme Court of the State of Missouri, the Supreme Court of the State of Kansas, and the United States District Court for the Western District of Missouri.

Ms. Zerger has been one of the primary contacts for each of our municipal clients for several years. She attends Board of Aldermen meetings and is familiar with municipal procedures. Ms. Zerger has experience drafting ordinances and municipal contracts, as well as issues regarding the Sunshine Law and zoning. Ms. Zerger also has experience with commercial lending and real estate development matters, including: land acquisition, financing, rezoning, land use matters, negotiating and drafting development agreements, and survey and title related issues.

Honors and Activities -

Ingram's Magazine "Super Lawyer" and "Rising Star"
Kansas Bar Association
Kansas City Metropolitan Bar Association
Missouri Bar Association

Bethel College - Board of Directors

2. Jessica B. James

J.D., Cum Laude, University of Missouri - Kansas City, 2009

B.A., University of Kansas, 2004

Ms. James is admitted to the Bar organizations of Missouri and Kansas, as well as the United States District Court for the Western District of Missouri and the District of Kansas, and the United States Bankruptcy Court for the State of Kansas. Prior to joining Zerger & Mauer, Ms. James served as the judicial law clerk for the Hon. W. Stephen Nixon and the Hon. J. Dale Youngs in the 16th Circuit Court of Jackson County, Missouri.

Activities -

Kansas City Metropolitan Bar Association
Association for Women Lawyers of Greater Kansas City

3. Jessie E. Fox

J.D., University of Missouri, 2010

B.A., Cum Laude, University of Missouri, 2007

Ms. Fox is admitted to the Bar organizations of Missouri and Kansas. Ms. Fox is also admitted to practice before the United States District Court for the Western District of Missouri and the District of Kansas. Ms. Fox previously served as the judicial law clerk for the Hon. Jack R. Grate, Jr. in the 16th Circuit Court of Jackson County, Missouri.

Activities -

Kansas City Metropolitan Bar Association Association for Women Lawyers of Greater Kansas City AWLF Connections Mentorship Program

COMPENSATION AND BILLING PRACTICES

Zerger & Mauer LLP actively works with clients to develop fee arrangements that reflect factors such as value, complexity, risk/exposure, and innovation, when such arrangements benefit both parties. We are willing to discuss a variety of fee arrangements to serve the City of Roeland Park. The majority of the representations we undertake for clients are based on an hourly rate. This system is often the most economical and advantageous. We propose a blended standard hourly rate for the City, which would be \$190.00 for each attorney. This is the same rate we charge to other City clients.

We are very flexible in our billing arrangements. For example, in the past we have agreed to the regular rate for each attorney. For other cities, we have a regular monthly retainer for all routine services (i.e. telephone consultations, meeting attendance, etc.). However, when we are engaged in special projects (i.e. litigation, contract drafting or other non-routine matters), we bill at an hourly rate. We would be happy to discuss legal rates with you at your convenience.

AVAILABILITY

Attorneys from Zerger & Mauer LLP are available to attend all regular meetings of the City. We will also make ourselves available to attend special meetings upon request. We regularly provide this service to other City clients and are able to attend the City's regular meetings.

We encourage our clients to contact us by phone or email whenever a question arises. Most often, we can simply answer the question so that the City project can continue uninterrupted by legal review. When more time is required, Zerger & Mauer strives to respond to all inquiries within twenty-four hours.

CONFLICT OF INTEREST

We are unaware of any current conflict with the City of Roeland Park. Given our extensive representation of municipalities and public entities, Zerger & Mauer LLP does not routinely take matters which would create a conflict of interest. In the event any such conflict would arise in the future, Zerger & Mauer LLP would promptly notify the City so that any potential disturbance in our representation would be avoided.

INSURANCE

Proof of workers' compensation, comprehensive general liability, and professional liability insurance is provided in Appendix B.

ADDED VALUE FROM ZERGER & MAUER LLP

Zerger & Mauer LLP prides itself on providing top quality advice and solutions with the utmost care and responsiveness. We continually strive to better understand our clients' options and needs. We strive to adapt what we know about municipal governance to better situate our clients in an ever-changing community. We recognize the press of business and budget and are willing to explore alternative fee arrangements and creative partnering to ensure our services add value no matter how small, or how complex, the matter.

We appreciate the opportunity to present this proposal to the City of Roeland Park. We have carefully reviewed the Request for Proposal, understand its instructions, and believe Zerger & Mauer can provide unsurpassed legal services to the City. Let us share why we believe Zerger & Mauer offers the finest legal services available.

Respectfully submitted,

Steven E. Mauer

APPENDIX A

REFERENCES

CITY OF MISSION WOODS

Zerger & Mauer attorneys have worked extensively with all elected officials but mostly with Mayor Robert Tietze. He can be contacted at: 913-432-0346.

CITY OF HARRISONVILLE

For further information about Zerger & Mauer LLP's representation of Harrisonville, please contact: Kim Hubbard, City Clerk, 816-380-8900.

CITY OF INDEPENDENCE

Mr. Mauer has worked with numerous City officials and department directors. Our primary contact is Dayla Bishop Schwartz, City Attorney, 816-325-7217.

CITY OF BUCKNER

For further information about Zerger & Mauer LLP's representation of Buckner, please contact: Mayor Dan Hickson or City Clerk, Larry Neidel, 816-650-3191.

CITY OF OLATHE

Dianna Wright is the former City Administrator for the City of Harrisonville and worked closely with Zerger & Mauer LLP in its representation of Harrisonville. Ms. Wright is the current Director of Human Resources for Olathe, Kansas and can be reached at 913-971-8680.

APPENDIX B

PROOF OF INSURANCE

The following pages are proof of insurance for:

Workers' Compensation – Policy No. 84 WBC BE0343 – The Bar Plan

Professional Liability – Policy No. 0013007-2015 LPL-MO-FUL – The Bar Plan

General Liability – Policy No. 84 SBA PA6158 – The Bar Plan



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/5/2016

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

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

PRODUCER	····	T-11-11-11-11-11-11-11-11-11-11-11-11-11	CONTACT NAME:				
THE BAR PLAN INS AGEN	CY INC/PHS		PHONE (A/C, No, Ext):	(866)	467-8730	(A/C, No): (888)	443-6112
530414 P:(866) 467-87	30 F: (888)	443-6112	E-MAIL ADDRESS:				
PO BOX 29611				INSUR	ER(S) AFFORDING COVERAGE	=	NAIC#
CHARLOTTE NC 28229			INSURER A: S	Sentinel	Ins Co LTD		
INSURED			INSURER B:				
			INSURER C:				
ZERGER & MAUER LLP			INSURER D:				
1100 MAIN ST STE 2100			INSURER E:				
KANSAS CITY MO 64105			INSURER F:				
COVERAGES	CERTIFICATE NUI	VIBER:			REVISION	I NUMBER:	

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

	TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUB.		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/XXXX)	LIMITS		
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$1,000,000	
	CLAIMS-MADE X OCCUR			-		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
A	X General Liab	X	84 SBA PA6158	03/15/2016	03/15/2017	MED EXP (Any one person)	\$10,000	
						PERSONAL & ADV INJURY	£1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000	
	POLICY PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$2,000,000	
	OTHER:						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	ş	
	ANY AUTO					BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS AUTOS					BODILY INJURY (Per accident)	ş	
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	s	
							\$	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DEC RETENTION \$	•					s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVEY/N					E.L. EACH ACCIDENT	\$100,000	
	DFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	84 WBC BE0343	05/01/2016	05/01/2017	E.L. DISEASE- EA EMPLOYEE	\$100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$500,000	
							1	

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

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

NG City Center Square,	LLC
1430 BROADWAY RM 1605	
NEW YORK, NY 10018	

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mar Maillow

CERTIFICATE HOLDER



Lawyers' Professional Liability Insurance **DECLARATIONS**

Policy Number:

0013007 -- 2016 (LPL-MO-FUL)

Subproducer: The Bar Plan Mutual Insurance Co.

Item 1. Policyholder:

Zerger & Mauer, LLP 1100 Main Street, Suite 2100

Kansas City, MO 64105

Item 2. Policy

02/29/2016 Effective:

Expiration: 02/28/2017

Period:

12:01 a.m. Standard Time at the address of the name insured as stated herein.

Item 3. The Insurance is afforded under the terms and conditions of the forms attached:

Schedule of Coverage

Coverage

Limits of Liability

Premium

Professional Liability

\$3,000,000 Each Claim

\$15,971.00

\$3,000,000 Aggregate

> \$7,500 Deductible

Endorsements to this policy: TBP-02

MO-100

TBP-08

TBP-09

MO-50

Item 4. The following lawyers are named as individual Insureds:

Policyholder: Zerger & Mauer, LLP

STEVEN E MAUER

HEATHER S ESAU ZERGER

JESSIE E FOX

JD MOORE

JESSICA JAMES

faren R. McCarthy

Countersigned By:

Date: 12/16/2015

Lamp Rynearson, Inc. Kansas City Office HOURLY RATE SCHEDULE – ROELAND PARK January 1, 2023 – December 31, 2023

Position / Title	\$ - Hourly Rate		
Office Leader II	281.00		
Sr. Group Leader II	252.00		
Group Leader II	201.00		
Survey Practice Lead I	167.00		
Sr. Project Manager V	216.00		
Sr. Project Manager IV	208.00		
Sr. Project Manager II	178.00		
Project Manager IV	177.00		
Project Manager I	141.00		
Traffic Practice Lead II	194.00		
Landscape Architect Group Leader I	231.00		
Sr.Land Planner II	153.00		
Land Planner I	101.00		
Sr. Landscape Architect II	149.00		
Sr. Landscape Architect I	136.00		
Landscape Architect I	97.00		
Project Engineer IV	138.00		
Project Engineer III	127.00		
Project Engineer II	120.00		
Project Engineer I	108.00		
Project Architect I	132.00		
Sr. 3D Application Specialist I	129.00		
IT Manager	180.00		
3D Technician I	98.00		
Sr. Project Designer I	131.00		
Project Designer III	108.00		
Engineering Tech III	98.00		
Construction Observer V	108.00		
Geomatics Sr. Group Leader II	243.00		
Sr. Survey Technician II	101.00		
Party Chief II	106.00		
Party Chief I	95.00		
Survey Field Tech I	74.00		
Office Services Manager - Accounting	134.00		
Marketing Coordinator	101.00		
Project Administrator III	104.00		
Administrative Assistant I	62.00		
Item	\$ - Charge Rate		
Plots (Color) bond	\$2.50 /SF		
Plots (Color) mylar	\$6.00 /SF		
Plots (Color) photo paper	\$6.00 /SF		
Mileage	\$0.585/mi		
Administration of Subconsultants	Actual cost, plus 10%		
Merge Midwest Engineering LLC			
Senior Engineer 1	185.00		
Senior Engineer 2	160.00		
Senior Design Technician 1	130.00		



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the ______ day of January 1, 2017, by and between the City of Roeland Park, Kansas, its successors and assigns, hereinafter called the CITY, and Lamp Rynearson & Associates, Inc. d/b/a Larkin Lamp Rynearson (LLR), a Nebraska Corporation, hereinafter called the CONSULTANT.

WITHNESSETH:

WHEREAS, the CITY is authorized and empowered to contract with the CONSULTANT for provisions of professional engineering services as hereinafter described; and

WHEREAS, the CONSULTANT, (a Nebraska Corporation with offices at 9001 State Line Road, Suite 200, Kansas City, MO 64114) is registered and in good standing in accordance with the laws of the State of Kansas and is qualified to provide the professional engineering and planning services desired by the CITY.

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

The CONSULTANT will serve as the CITY'S On-Call City Professional Engineer representative in those phases of the Project to which this Agreement applies and will give consultation and advice to the CITY during the performance of its services.

AND the CITY is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related Engineering Consultant Services in connection with the Project;

The CITY and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional services by the CONSULTANT and the payment for those services by the CITY, as set forth below.

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

After the CITY issues a notice to proceed, the CONSULTANT shall proceed with the following services.

- a. Attend City Council Meetings, Planning Commission meetings, Council Workshops, or other meetings as required. Accompany the City Administrator or Public Works Director to Mid-America Regional Council (MARC), CARS, and SMAC meetings.
- b. Consult with City Officials.
- Perform engineering and planning reviews of site plans, studies and reports submitted for
 City approval.
- d. Perform small engineering studies including, Traffic Engineering Services, but not limited to intersection capacity analyses, pedestrian crossing studies, intersection control studies, localized drainage studies, in-field review of streets, sidewalks, drainage structures, or other street appurtenances.
- e. Assist in the development of applications for Federal, State, MARC, County and other funding opportunities.
- f. Develop and/or review annual roadway maintenance practices and provide guidance for recommended methods of roadway repairs.
- g. Provide consultant services to the Planning Commission and Board of Zoning Appeals.

h. Other miscellaneous consulting engineering services, as mutually agreed upon by the CITY and CONSULTANT.

In the event additional services are required through changes in the scope of the project, or unusual or unforeseen circumstances are encountered, or the CITY desires other design services for significant projects, the CONSULTANT shall, upon written authorization by the CITY, perform the additional services as mutually agreed upon by both parties by Supplemental Agreement.

PART B — INSPECTIONS, CONFERENCES, AND APPROVALS:

Representatives of the CITY shall have the right to inspect and review the work being done by the CONSULTANT and consult with the CONSULTANT at any time. Conferences are to be held at the request of the CITY or CONSULTANT.

PART C — COMPENSATION:

The CITY agrees to pay the CONSULTANT as compensation for all the services stipulated in PARTS A and B herein as follows:

Billing will be based on the schedule of charges used for general consultation, which is attached hereto and made part hereof (EXHIBIT A).

CONSULTANT shall submit all invoices for design related services and for construction related services on forms provided by the CITY.

CONSULTANT shall invoice CITY monthly for all services rendered and expenses incurred during the previous month.

All invoices for services shall be accompanied by a documented breakdown of expenses incurred with location to which this Agreement applies. This documentation shall include project personnel by job classification, hourly rate, and number of hours. All invoices for services shall be submitted to the City by the second Monday of each month.

Payment will be made monthly on the basis of statements submitted by the CONSULTANT subject to the CITY'S review thereof.

The term "direct non-salary costs" shall include the CONSULTANT'S payments to others in connection with the PROJECT, transportation, and reproduction work. Transportation, including use of survey vehicle or automobile in connection with the PROJECT will be charged in accordance with EXHIBIT A - Hourly Rate Schedule. Blue line prints on white paper made at the CONSULTANT'S office will be included at the CONSULTANT'S cost in accordance with EXHIBIT A - Hourly Rate Schedule. Other reproduction work and materials required will be charged at actual cost.

PART D - OBLIGATIONS OF CITY:

CITY, at its own expense, will provide the following:

- Make available to CONSULTANT on request with reasonable notice, at CITY'S
 offices, all existing records, maps, plans and other data possessed by the CITY
 when such are necessary, advisable or helpful to the CONSULTANT in the
 prosecution of its work under this AGREEMENT.
- 2. Designate in writing a person to act as the CITY'S representative with respect to the services to be performed or furnished by the CONSULTANT under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the CITY'S policies and decisions with

respect to the CONSULTANT'S services for the Project. In the absence of any such designation, or until such designation is made by CITY, its City

Administrator shall serve as the designated representative.

PART E — TERMINATION OF THE AGREEMENT:

This Agreement may be terminated by the CITY with 15 days written notice. Any such termination by the CONSULTANT shall require a 45 day notice to the City. In the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the CITY when, and if, this Agreement is terminated, but it is mutually agreed by the parties that the CITY will use them in accordance with the provisions in Part G, Section 4 of this Agreement. No such termination shall be deemed to release the CONSULTANT or any insurer from obligations under part G, Sections 2 and 3 of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

PART F — COMMISSIONS AND FEES:

The CONSULTANT assures that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon resulting from the award or making of the Agreement. For breach or violation, the CITY shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

PART G — GENERAL CONSIDERATIONS:

1. Insurance

The CONSULTANT shall secure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or diseases or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The CONSULTANT shall list the CITY as an additional insured on the CONSULTANT'S general liability insurance policy.

The CONSULTANT, its agent, representatives, and employees shall also secure and maintain professional liability insurance for protection from claims arising out of the performance of this Agreement. Such insurance shall provide protection from claims arising out of this Agreement caused by any error, omission, or act of the CONSULTANT or its employees, agents or representatives in at least the amounts hereunder set forth as desirable.

The insurance provided shall contain provisions that it cannot be canceled or modified or fail to be renewed except upon 30 days prior written notice to the CITY from the insurer(s) at risk, and shall be in at least the following minimum amounts:

- (a) Professional Liability insurance in the amount of One Million Dollars (\$1,000,000.00) per claim and annual aggregate (including contractual liability coverage, with all coverage retroactive to the earlier of the date of this Agreement and the commencement of CONSULTANT'S services in relation to the Project) covering personal injury, bodily injury and property damages, which coverage shall be maintained for a period of three (3) years after the date of final payment under this Agreement, if reasonably available and in the reasonable opinion of the CONSULTANT affordable.
- (b) Commercial General Liability Insurance (including broad-form contractual liability and completed operations), covering personal injury, bodily injury, death and property damage in the following amounts:

Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

The completed operations coverage shall extend for three (3) years after completion of CONSULTANT'S services.

- (c) Comprehensive Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, in the amount of One Million Dollars (\$1,000,000.00), combined single limit, covering personal injury, bodily injury, death and property damage.
- (d) Workers Compensation Insurance (and to the extent such is not applicable, Employers Liability Insurance) which shall fully comply with applicable law, and employer's liability insurance with limits of not less than the greater of (i) statutory requirements or (ii) One Hundred Thousand Dollars (\$100,000.00) per occurrence. CONSULTANT shall provide a valid waiver executed by workers compensation and employer's liability insurance carrier(s) of any right of subrogation against CITY or its employees for any injury to a covered employee working on CITY'S premises.

All liability insurance, except professional liability insurance, shall be written on an occurrence basis with form(s) and carrier(s) acceptable to CITY.

2. Indemnity

Indemnification: (a) CONSULTANT shall insure specifically the indemnification by it contained in this Agreement, and shall include the Indemnitees as additional insureds on the Commercial General Liability Insurance and the Comprehensive Automobile Liability Insurance policies described above. The insurance coverage afforded under these policies shall be (i) primary to any insurance carried independently by the Indemnitees and (ii) not deemed to limit CONSULTANT'S liability under this Agreement. Prior to CITY'S execution of this Agreement, CONSULTANT shall provide to CITY Certificates of Insurance reflecting the required coverages. The Certificate shall specify the date when such insurance expires. The insurance policies shall provide that CITY shall be given not less than thirty (30) days written notice from the insurer(s) at risk before cancellation, non-renewal or material modification of coverage of such insurance. A renewal certificate shall be furnished to CITY prior to the expiration date of any coverage, and CONSULTANT shall give CITY written notice of any proposed reduction or other material modification in such insurance no later than thirty (30) days prior to such change. Cancellation, non-renewal or material modification of coverage of any such insurance shall constitute a failure to perform within the meaning of this Agreement.

<u>Indemnity - Commercial General Liability/Non Professional:</u>

CONSULTANT hereby agrees to indemnify and hold CITY, its officers and

employees (collectively the "Indemnitees") harmless from and against any and all losses, judgments, injuries, damages and expenses (including but not limited to reasonable attorney's fees, expenses of litigation, fines and penalties) that the Indemnitees, or any one or more of them, may incur by reason of any injury, sickness, disease or death to any person or any damage or injury to any property (including but not limited to property of any one or more of the Indemnitees) to the extent arising out of or occurring in connection with the services performed by CONSULTANT under this Agreement or any of CONSULTANT'S acts or omissions. CONSULTANT further agrees that its obligation to indemnify the Indemnitees shall include, but not be limited to, liability for damages resulting from the personal injury, sickness, disease or death of any of CONSULTANT'S employees, regardless of whether CONSULTANT has paid the employee under the provisions of any workers compensation statute or law, or any similar federal or state legislation with protection of employees and that CONSULTANT'S obligation to indemnify the Indemnitees shall apply regardless of any contributory or concurrent negligence of any Indemnitee or Indemnitees. Nothing in this section shall be deemed to impose liability on CONSULTANT to indemnify the Indemnitees to the extent the cause of any loss is the negligence or other actionable fault of one or more of the Indemnitees. In the event the loss is caused by the joint or concurrent negligence of CONSULTANT and one or more of the Indemnitees, the loss shall be borne by each party in proportion to its negligence. <u>Indemnity - Professional Liability</u>: CONSULTANT shall, to the fullest extent permitted by law, hold harmless and indemnify the CITY, its Governing Body

and each member thereof, and CITY'S officers, employees, commission members, representatives and their successors and assigns from any and all losses, liabilities, claims, suits, damages, expenses and costs, including reasonable attorney's fees and costs, to the extent caused by CONSULTANT'S negligent performance or negligent omission of performance of professional services under this Agreement and those of CONSULTANT'S subconsultants or anyone for whom CONSULTANT is legally liable.

3. Successor and Assigns

The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement; provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other.

CONSULTANT shall not assign the right to any payments to be received hereunder, without the prior written consent of the CITY. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

4. Ownership of Documents

The CITY acknowledges the CONSULTANT'S plans and specifications as instruments of professional service. Nevertheless, the plans and specifications

prepared under this Agreement shall become the property of the CITY upon completion of the work or as provided in Part E, above and the final version of any document shall be submitted to the CITY electronically in format acceptable to the CITY. The CITY recognizes that new circumstances, not the least of which is the passage of time, may make reuse of such plans and specifications not advisable and if they are reused must be approved by the Consultant. If and to the extent necessary for the CITY'S ownership of such plans and specifications and all other contract documents, CONSULTANT hereby assigns all copyright rights therein to the CITY and, if and to the extent such rights are not so assignable, grants an irrevocable exclusive right and license to use thereof by CITY without payment of any additional compensation, but must be approved by the Consultant. The only parties interested in this Agreement are named herein and this Agreement is made without collusion with any person, firm or corporation. No member of the City Council, officer or agent of the CITY is directly or indirectly financially interested in the Agreement.

PART H - NON DISCRIMINATION

1. CONSULTANT shall observe the provisions of the Kansas Act Against

Discrimination and Chapter 5, Article 12 of the Code of the City of Roeland Park,

Kansas, and shall not discriminate against any person in the performance of work

under this Agreement because of race, religion, color, sex, disability, national

origin, ancestry, familial status, sexual orientation, gender identity or military

status. In all solicitations or advertisements for employees, CONSULTANT shall

- include the phrase "Equal Opportunity Employer" or a similar phrase approved by the Kansas Human Rights Commission.
- 2. If CONSULTANT fails to comply with the manner in which CONSULTANT reports to the Kansas Human Rights Commission in accordance with the Provisions of K.S.A. 44-1031 and amendments thereto, CONSULTANT shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
- 3. If CONSULTANT is found guilty of violation of the Kansas Act Against Discrimination under decision or order of the Kansas Human Rights Commission which has become final, or found guilty of a violation of Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas, CONSULTANT shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.
- 4. CONSULTANT shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order so that such provisions will be binding upon each such subcontractor or vender.
- 5. Notwithstanding anything expressed or implied elsewhere in this AGREEMENT, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, CONSULTANT shall have no right to recompense or additional payments by reason of such action by CITY.

PART I – MISCELLANEOUS

1. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

3. Controlling Law

This Agreement is to be governed by the law of the State of Kansas.

- 4. The project manager for CONSULTANT will be Dan Miller, P.E. and Tony O'Malley will serve as the Principal-in-Charge.
- 5. CONSULTANT represents that the engineering services to be provided hereunder shall be performed by or under the direct supervision of an engineer duly licensed under the laws of the state of Kansas. Furthermore, CONSULTANT represents that all engineering documents and all services provided hereunder shall comply with all applicable laws, statues, building and zoning codes, ordinances, rules and regulations and industry standards.

- 6. CONSULTANT shall perform all services in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in Johnson County under similar conditions.
- 7. The intent of the CITY and CONSULTANT is that CONSULTANT shall perform its services under this agreement in all respects as an independent contractor. CONSUTLANT shall employ and direct all persons performing any work hereunder, and such persons shall be and remain the sole employees of and subject to the control and direction of CONSULTANT, and shall not be the employees or subject to the direction of CITY, it being the intention of the parties hereto that CONSULTANT shall be and remain an independent contractor, and nothing herein contained shall be construed as inconsistent with that status.
- 8. The scope of work to be done under this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. The CONSULTANT shall have no obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.
- 9. The term of this agreement shall be for three (3) years, with up to three (3) one (1) year extensions. Approximately 30 days prior to the end of each one (1) year period, a meeting will be held between LLR and the CITY of Roeland Park staff for the purposes of conducting a performance review, revising the scope and/or language of the agreement, and submitting LLR's most current Hourly Rate Schedule.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as

of the day and year first above written.

LAMP RYNEARSON & ASSOCIATES D/B/A LARKIN LAMP RYNEARSON.

By Later POMally
Tony O'Malley

Title: Office Leader

Address:

9001 State Line Road Kansas City, MO 64114 Facsimile:(816) 361-0045 CITY OF ROELAND PARK, KANSAS

By Keith Moody

Title: City Administrator

Address:

4600 W. 51st Street

Roeland Park, Kansas 66205 Facsimile: (913) 722-3713

ATTEST:

Kelley Bohon, City Clerk

Approved as to form:

Nei R. Shortlidge, City Attorney

Exhibit A

Lamp Rynearson & As	sociates, Inc. d/b/a	
Larkin Lamp F		
HOURLY RATE S	SCHEDULE	
March 31, 2016 – M	larch 31, 2018	
(Roeland Park,	KS only)	
Position / Title	\$ - Hourly Rate	
Principal III	241.00	
Sr. Group Leader II	206.00	
Sr. Group Leader III	222.00	
Sr. Project Manager IV	166.00	
Sr. Project Manager III	155.00	
Project Manager III	135.00	
Sr. Project Engineer II	117.00	
Sr. Landscape Architect V	157.00	
Landscape Architect II	78.00	
Landscape Architect I	70.00	
Project Engineer III	97.00	
Project Engineer II	90.00	
GIS Specialist III	90.00	
Sr. Project Designer III	138.00	
Project Designer IV	96.00	
Engineering Tech II	73.00	
Construction Observer V	88.00	
Survey Project Mgr III	120.00	
Survey Technician II	73.00	
Party Chief II	76.00	
Survey Field Tech II	60.00	
Administrative Assistant II	59.00	
Administrative Assistant I	51.00	
Marketing Coordinator II	75.00	
Offices Services Manager 106.00		

Item	\$ - Charge Rate		
Plots (Color) bond	\$2.50 /SF		
Plots (Color) mylar	\$6.00 /SF		
Plots (Color) photo paper	\$6.00 /SF		
Mileage	\$0.62/mi		
Administration of Subconsultants	Actual cost plus 10%		

"Leaving a Legacy of Enduring Improvements to Our Communities. " - Firm Purpose Statement

STATEMENT OF QUALIFICATIONS FOR



ON-CALL ENGINEERING SERVICES

TRAFFIC ROADWAY

& MISCELLANEOUS









TABLE OF CONTENTS

- 1. Transmittal Letter
- 2. Team Experience & Availability
- **3.** Approach to Scope of Services
- 4. Past Performance
- **5.** Billing Rates



Transmittal Letter





















9001 State Line Road, Ste. 200 Kansas City, Missouri 64114 [P] 816.361.0440 [F] 816.361.0045 LRA-inc.com

Mr. Jose M. Leon Jr. Director of Public Works City of Roeland Park 4600 W. 51st Street Roeland Park, Kansas 66205

RFQ—On-Call Engineering Services

Dear Mr. Leon:

The City of Roeland Park is at a crossroad regarding future development in the City and construction and maintenance of public infrastructure. The City has positioned itself well coming out of the economic downturn of the last few years with the ability to handle development and increase investment in infrastructure. The questions are, "Will the City have adequate controls in place to ensure quality redevelopment?" and "Will the City develop the means to construct sustainable public infrastructure supporting the growth?"

The answers lie in the priorities which the Larkin Lamp Rynearson team identified after meetings with you and Keith Moody, City Administrator.

- 1. Update the City's Design and Construction Standards.
- 2. Prepare for Comprehensive Development Plan reviews.
- 3. Provide Capital Projects and Maintenance program management and execution.

As your City Engineer, I will immediately work with the City in expanding the framework to support its vision, preparing for responsible growth, executing and programming cost-effective infrastructure maintenance, and delivering on-time/on-budget projects. I will be supported by a team of a qualified professionals who perform on-call city engineering daily. For your consideration we are including Kaw Valley Engineering to supplement the team with surveyors, geotechnical engineering and investigation, and material testing. This will be seamless to the City as I will serve as your primary point of contact. My 31 years in municipal government have taught me that a good City Engineer should be readily available, and Roeland Park staff has already experienced my commitment.

We know your city. A site map of our work history in Roeland Park is included. Equally important, I understand how to work effectively with city staff, a governing body, and other consultants. A strong background in urban retro-fit stormwater and roadway projects, plan reviews, and other municipal support services will directly benefit the City of Roeland Park.

We look forward to fulfilling your future engineering needs. Should you have any questions or need further information, please contact me at (816) 361-0440 or dan.miller@LRA-inc.com.

Sincerely,

LARKIN LAMP RYNEARSON

Daniel G. Miller, PE

Civil Design Group Leader

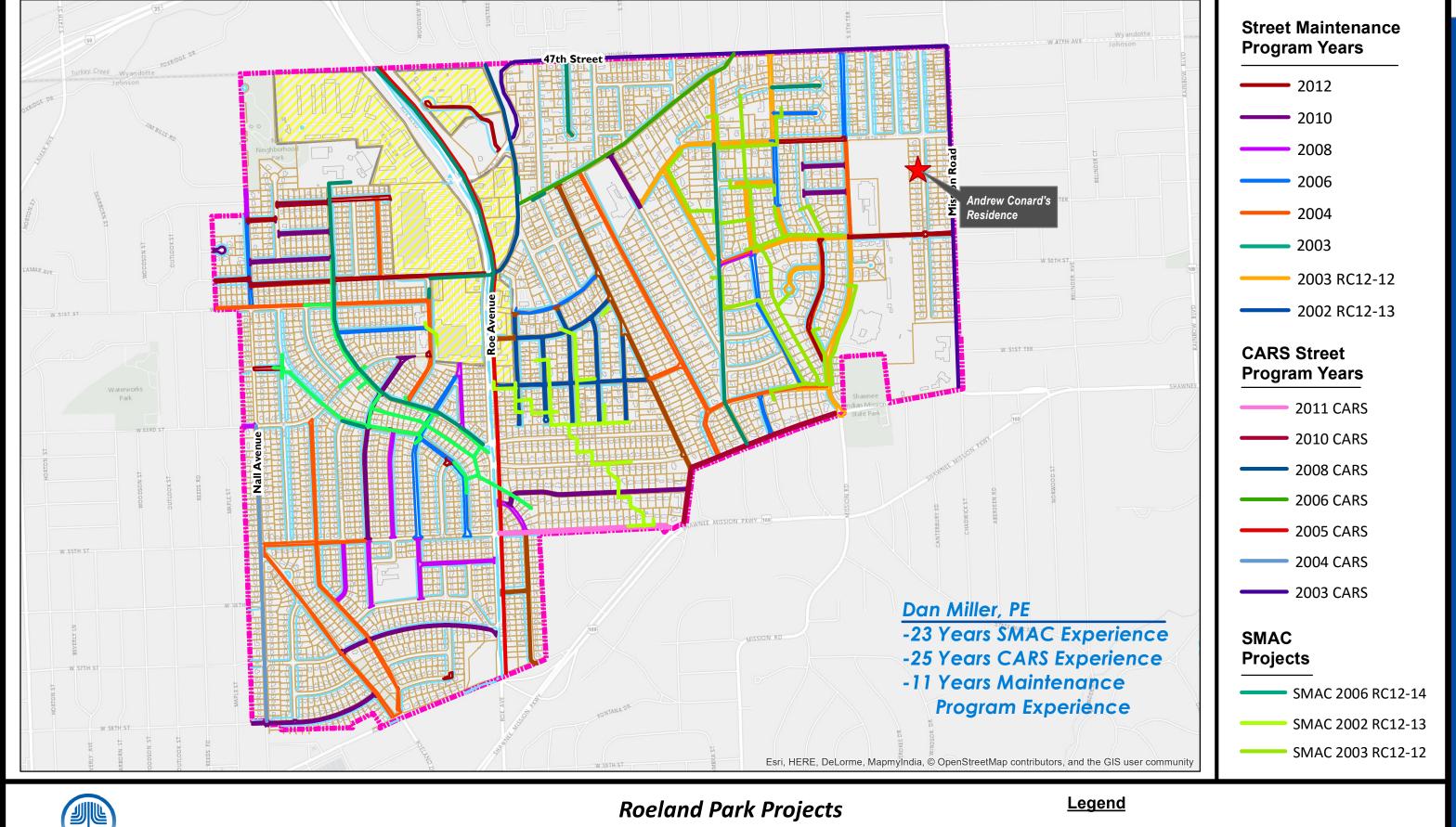
LAMP RYNEARSON COMPANIES















Roeland Park Projects
by Larkin Lamp Rynearson
"We Know Your City"

SideWalk Program Mapping

City Limits



Property LinesBuildings

1

Team Experience & Availability



















2. Team Experience & Availability



Your Project Manager

Our project manager and team leader **Daniel Miller**, **PE**, will be your City Engineer. Dan has 31 years of municipal experience as a capital improvements program manager, project manager and City Engineer. He has designed and managed construction of the project types that will be necessary to the City of Roeland Park and is capable of performing and/or supervising the other major tasks included in the Request for Qualifications (RFQ). Dan has relevant technical expertise in plan reviews, stormwater management, transportation and facility projects, and, as City Engineer, has been responsible for maintenance and updates of development and construction standards.

Dan's Municipal Project Management Experience:

- Currently the On-Call City Engineer for Lake Lotawana, MO
- Pavement Assessment for City of Westwood Hills, KS
- Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO
- Washington & Spring Street Improvements, Weston, MO
- Street, Storm & Utility Improvements, Odessa, MO
- West 8th Street Sidewalk Improvements, Edgerton, KS
- CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO
- Wilson Road Culvert Improvement CIP, Independence, MO
- 89th St. & Mission Road, Storm Drainage Improvements, Leawood, KS

Key Personnel

The key personnel listed in the chart below have experience relevant to that required in your RFQ. Dan will manage your projects, perform engineering as necessary, and guide the team members. Each effort will be assigned to the appropriate team members to provide a quality product with economy in mind.

KEY TEAM MEMBER



Andrew Conard, PE Role: Project Engineer Larkin Lamp Rynearson

QUALIFICATIONS

- Kansas Professional Engineer
- Roeland Park resident
- Experienced in stormwater, wastewater distribution, GIS

EXPERIENCE

- Washington & Spring Streets, Weston, MO
- Wilson Street Culvert, Independence, MO
- Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO
- On-Call City Engineering, Lake Lotawana, MO
- On-Call City Engineering, Kearney, MO
- CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO



Matt Kruse, PE, PTOE Role: Transportation & Traffic Engineer Larkin Lamp Rynearson

- Over 14 years of traffic and design engineering experience
- Working knowledge of latest design guides (MUTCD, HCM, AASHTO)
- Knowledgeable of issues in private redevelopment growth, increased maintenance and replacement of traffic infrastructure, and capital projects in the City.
- Leavenworth Street Road Diet/Bike Lane, Omaha, NE
- Midtown Crossing Redevelopment -Farnam Street Conversion, Omaha, NE
- Aksarben Village Redevelopment Traffic Impact Study Updates, Omaha, NE
- Ithink Building 72nd Street & West Center Road Roadway & Signal Improvements, Omaha, NE
- 96th Street Roadway Improvements

 96th Street & Highway 370 Signal Improvements, Sarpy County, NE

2. Team Experience & Availability

KEY TEAM MEMBER

QUALIFICATIONS

EXPERIENCE



Autumn Schleicher, EIT Role: Project Engineer Larkin Lamp Rynearson

- Assisted the City on GIS sidewalk mapping and planning
- Competent in GIS, stormwater design and evaluation
- On-Call City Engineering Services for Lake Lotawana, MO
- Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO
- Washington & Spring Street Improvements, Weston, MO
- West 8th Street Sidewalk Improvements, Edgerton, KS
- McDowell Avenue Culvert Replacement, Odessa, MO



Mark Steele, GISP Role: GIS Larkin Lamp Rynearson

- 13 years of professional GIS experience
- Certified GIS professional
- 8 years data management experience
- Proficient in all levels of ESRI GIS products
- Technical resource for project engineers Autumn & Andrew
- Utilities GIS Database Development, Nebraska & Missouri
- Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO
- CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO
- Street Infrastructure Assessment, Lake Lotawana, MO



Jamie McMurry Role: Sr. Engineering Technician Larkin Lamp Rynearson

- Possesses many years with Roeland Park projects, including 48th and Birch Storm Sewer Replacement
- Proficient in AutoCad, Civil 3D, Eagle Point, & Land Desktop Design software
- Over 14 years' involvement in utility coordination and in field work associated with survey, storm drainage studies and stormwater master plans
- Street & Storm Drainage Improvements, RC 12-014 & RC 12-013
- Storm Drainage Improvements Lake Lotawana Rd, Lake Lotawana, MO
- Storm Drainage Improvements, Santa Fe Trail and Long Street, Lenexa, KS
- Street and Storm Drainage Improvements, 70th and Stateline, Mission Hills, KS
- Washington & Spring Street Improvements, Weston, MO



Kenny Jones Role: Construction Observation Larkin Lamp Rynearson

- Experienced with Roeland Park projects
- Nearly 30 years of construction administration and observation
- Frequent communication, and on-site troubleshooting expertise in all areas of construction
- Quality control expertise

- CARS Program, Roeland Park, KS
- Street Maintenance Program, Roeland Park, KS
- Street & Storm Drainage Improvements, RC 12-014 & RC 12-013
- Stanley Storm Drainage Improvements 151st Terrace & Metcalf Avenue, Overland Park, KS
- Construction Observation, Lake Lotawana, MO
- Pavement Assessment, Westwood Hills, KS



Tony O'Malley, PE, ENV SP Role: Project Principal Larkin Lamp Rynearson

32 years of experience in:

- Design
- Drinking water
- Technical advice
- Quality assurance
- Quality control
- Project management

- On-Call City Engineering Services for Lake Lotawana, MO
- Pavement assessment for City of Westwood Hills, Kansas
- West 8th Street Sidewalk Improvements, Edgerton, KS
- CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO

2. Team Experience & Availability

SUBCONSULTANT

QUALIFICATIONS

EXPERIENCE



Michael Osbourn Role: Geotechnical Engineering KAW Valley Engineering

- 30 years of experience in civil and geotechnical engineering
- Project types include residential sub-divisions, multi-family housing additions, commercial development, and institutional facilities.
- US-69 and 159th Street Interchange, Overland Park, KS
- College Boulevard Widening (Pflumm Road to US-69), Overland Park, KS
- On-Call Materials Testing and Geotechnical Services Contract, Olathe, KS
- On-Call Construction Inspection, Materials Testing and Geotechnical Services Contract, Overland Park, KS



Jason Loader Role: Surveying KAW Valley Engineering

- 15 years of land surveying: cadastral surveys, property surveys, topographic surveys, ALTA/ACSM land title survey, and construction layout surveying
- Proficient in GPS, robotic total stations, and office software
- US-77 Widening and Golden Belt Boulevard Relocation, Junction City, KS
- US Highway 77 Corridor Improvements, Geary County, KS
- Trooper Drive and Rifle Range Road Roundabout, Fort Riley, KS
- 6th and Jackson Intersection Improvements, Junction City, KS



Dr. Jeffrey Frantzen Role: Materials Testing
KAW Valley Engineering

- 30 years' experience in geotechnical & materials engineering
- Experienced in pavement design, concrete, asphalt, and aggregate materials engineering
- Co-authored portions of KDOT's Geotechnical Manual
- On-Call Construction Materials Testing and Geotechnical Services Contract, Olathe, KS
- Marshall Mix Design Specification Development, Olathe, KS
- On-Call Construction Inspection, Materials Testing and Geotechnical Services Contract, Overland Park, KS

Capacity & Availability

Our staff of over 150 professionals assures that appropriate personnel will be available. In addition to the key team members identified in this submittal, Larkin Lamp Rynearson has support personnel including drafters, technicians, designers, construction observers, a GIS specialist, graphic designers, surveyors, and clerical staff. With expertise in evaluation, design, and construction phase and other engineering services, our team offers all that may be required by the City of Roeland Park. A breakdown of our staff by discipline is shown below.

25
22
40
6
11
1
9
4
1
_

STRUCTURAL ENGINEER	1
transportation engineer	6
WATER RESOURCES ENGINEER	6
SURVEY PARTY CHIEF	8
SURVEY FIELD TECHNICIAN	9
3D APPLICATION SPECIALIST	1
TRAFFIC ENGINEER	1
HYDROGEOLOGIST	1
AQUATIC ENGINEER	2
INTERNS	4
TOTAL	158

Approach to Scope

Approach to Scope of Services





















The type of work required by the City of Roeland Park is Larkin Lamp Rynearson's specialty. We understand the issues facing the City through work with municipalities and the role our firm has played in providing similar engineering services as outlined in your RFQ. Our team will perform complex and technical engineering consulting in the fields listed in the General Scope of Services of the RFQ for the City.

General Approach

Budget Considerations

Dan Miller, PE, has been planning, cost estimating, and executing Capital Improvements and maintenance projects for over 30 years. Most of those projects have included external funding partners including CARS, SMAC, federal aid, and neighboring jurisdictions. Experience has shown that many issues surfacing at a later date must be included in a holistic approach to concept design and setting a project budget. There are three fundamental challenges for the City during the concept phase of the project:

- Setting an appropriate scope and budget with buy in from the end user,
- 2. Understanding external agency funding requirements, and
- Including the project cost, funding, and timing into Capital Projects and Maintenance Plans for successful execution.

Your City Engineer must consider total project costs beyond construction and design engineering, including potential responsibility for utility relocations, Right-of-way and easement acquisition costs, appropriate contingencies based on risk, and other

costs often overlooked at this stage. Inflation is an issue as the project cost must be estimated in current year dollars at the concept stage, and effort made to accommodate the fact that they will be constructed at some later date.

In the end, the City wants to understand and budget for the local portion of projects. This can be achieved with Larkin Lamp Rynearson's support to understand the intricacies of other funding agencies' processes. SMAC considers design engineering as a reimbursable expense, CARS does not. Agreements with other jurisdictions can often provide for reimbursement of administrative expenses unless that agency is the Kansas Department of Transportation (KDOT), in which case administrative expenses are not allowed. The eligibility list goes down to individual bid items, such as maintenance bonds, and certain utility relocations that may be included in the construction contract.

These issues affect the Total Project Cost, which in turn, affects the entire Capital and Maintenance Programs.

Addressing Scope of Services

Street Maintenace Planning & Asset Management

Dan has been involved with the formulation of new standards for creation of maintenance programs, application of the maintenance cycle to the asset inventory, and determination of funding requirements. On the public side his team executed an annual street maintenance program with an annual value over \$10M. While at Larkin Lamp Rynearson, the team has worked on street asset management and maintenance programming with communities including Lake Lotawana, MO, and Westwood Hills,

Any maintenance program should be based on proven results of the techniques evaluated, include desires specific to the municipality, and be designed

for the best results given the funds available. The basis of all maintenance programs is a good asset database and query tools. Our team is very familiar with the popular methods of pavement inspection, inventory, and management systems, including USACE Paver and Micro PAVER tools. We can assist the City, as desired, in maintenance of the pavement asset management and creation of on-going 5-year street maintenance programs. This may include a review of current data that the City obtained from Stantec and recommendations for continuing inspection programming.

The following steps are generally proposed to provide street maintenance planning and asset management.



Review the Street Network The Roeland Park street network should be reviewed to ensure it is current, and our team can assist with any updating of the network and input of recent maintenance treatments.



Geographic **Information Systems** (GIS) Data

To enable mapping of the pavement condition indexes and other network information, the network Geographic Information Systems (GIS) enabled database will be reviewed and recommendations made for any necessary updates.



Management Systems

The City carefully should review the current system and ensure that it is PAVER compatible. If necessary, Larkin Lamp Rynearson can provide and configure industry standard system APWA PAVER™ 7 for Windows for this purpose. We can also provide custom software to supplement or replace the function of the APWA system that might more closely meet the specific needs of Roeland Park.



Review the Inspection Schedule

The selected inspection cycle should be based on the cycle that provides adequate PCI ratings between maintenance cycles, allows accurate deterioration rates to be calculated, and fits the budget. In practice, the cycle is often in the 2-3 year range.



Determining the Budget for Maintenance Initially, the street maintenance program can be developed to make the best use of the current budget constraints. Using deterioration rates determined from years of maintenance treatments in the area will allow the City to estimate the overall rate of change in the network pavement condition index over time. Additional funds can be modeled into the system to assist in needs analysis and presentation of future maintenance requirements to stakeholders.



Developing a Maintenance **Approach**

It is our experience that the City will want to consider all proven maintenance and rehabilitation options to best use the available funds. Those techniques may include mill and overlay, surface treatments, and reconstruction.



Establish Primary
Maintenance Program
Tools



Assisting with
Software for Maintenance Selections



Providing Training & Establishing Support System The Larkin Lamp Rynearson team has years of experience in street maintenance programming and execution using all of the processes regionally available- crack seal, slurry seal, microsurface, chip seal, thin hot mix overlays, ultrathin bonded asphalt surface, and conventional mill and overlay. Each maintenance process has a different cost and effectiveness. We can supplement the City's experiences and knowledge to assist the City in developing a maintenance plan and corresponding costs.

The pavement management software can be configured to provide a wide variety of criteria to select maintenance candidates for consideration in annual programs. Typically, the types of maintenance activities are chosen in a priority order with certain conditions.

Larkin Lamp Rynearson will provide training and support to the Roeland Park staff as desired to maintain the system. We are able to provide on-going local support in all areas of your pavement management program. Whether the task is working with your pavement asset management system or providing state of the art technical assistance and project specifications, Larkin Lamp Rynearson is your local expert in pavement management.

Roadway Design

The design and management of numerous urban retro-fit roadway improvement projects are included in our firm's experience. Whether it be lane additions, signal reconfigurations, pedestrian/bicycle improvements, curb replacement, or full reconstruction, we can provide the City with great project results. Design of numerous roadway projects have been performed for local communities including Mission Hills, Shawnee, Prairie Village of Kansas and Odessa, Raymore and Weston of Missouri.

Traffic & Roadway Specializations:

- Street Reconstruction
- Roadway design
- Urban streetscape design
- Geometric improvements

Bicycle and Pedestrian Facilities Design



The City of Roeland Park has a vibrant and inclusive multimodal community. We are aware of this from involvement in the community and recent support for the City to update your sidewalk master plan. The Larkin Lamp Rynearson team has recently been responsible for several bicycle pedestrian projects, including the Route C Sidewalk in Peculiar, MO, and the 8th Street Sidewalk in Edgerton, KS. These types of projects have the same issues in conceptual design as previously mentioned, with additional requirements depending on funding partners and desires of the City. All of them must be designed in accordance with the Americans with Disabilities Act (ADA) of 1990, as amended. Other funding partners may have design requirements including the Public Rights of Way Accessibility Guidelines. Bicycle and pedestrian facilities, in particular, seem to benefit from early involvement of interested users and adjacent property owners. The scope and cost are conveyed and input is received for consideration by City staff and the Governing Body.

Traffic Engineering Services

Our firm has experience in traffic impact studies for both new and redevelopment projects. These studies have included roadway capacity analysis, traffic circulation patterns, way finding signs, accident analysis, pedestrian circulation patterns, bicycle accommodations, as well as other multimodal components for a variety of projects. We pride ourselves on planning for all modes of transportation vehicles, bicycles, and pedestrians. Parking studies for various sized projects have been completed, including educational facilities, school sites, multi-use campuses, medical campuses, redevelopment sites, and public streets and corridors. We can analyze the parking utilization for existing sites to evaluate any deficiencies and make recommendations or plan for effective parking for a new site or development and for safe and efficient pedestrian corridors from their parking stall to their destination.

Stormwater Management Advisory Council (SMAC) and Stormwater Drainage Improvements

KEY ELEMENTS

Properly identifying permitting requirements

Identifying and resolving flooding problems

Communication with City staff & property owners

Utility coordination

Community outreach

Meeting SMP requirements

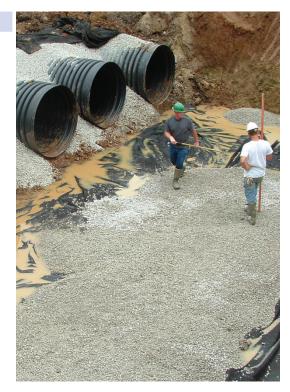
Dan was the designer of record and project manager of some of the very first SMAC projects in 1993, and has recently managed over \$8M in SMAC projects, from both the public and private side. Our firm has extensive experience in stormwater management projects, including SMAC Preliminary Engineering Studies and construction projects in Overland Park, Roeland Park, Shawnee, Lenexa, and many other municipalities in Johnson County.

Our approach is developed from years of experience studying and designing dozens of retrofit storm drainage systems in the Kansas City Metro area. Our project team understands that there are several key elements to this project, listed to the left.

Stormwater Impact Studies Related to Site Development

The City of Roeland Park wants quality development and needs the services of a city engineering staff to supplement your orderly assistance to the developer. We have worked on or reviewed the impact of development on stormwater quality and quantity, from both the developer side, and more generally by reviewing those proposals for our public clients. We apply local, regional, and national regulations relating to these issues, often as an integral part of our overall site development reviews for municipalities like Kearney, MO, Odessa, MO, Prairie Village, KS and others. Stormwater impacts should be reviewed early in the overall planning process to ensure that adequate space is available, and potential costs to all parties determined, so that the City can champion the development process.

The various agency requirements can be complex, however, our firm has been applying the APWA KC Metro design and construction requirements, as supplemented by the City, for years. Many of the basic stormwater detention requirements are still the original standards that Dan implemented while with the City of Overland Park. APWA adopted most of those stormwater detention standards as the model for the region.



Stormwater Maintenace Planning & Asset Management

Stormwater maintenance asset management, as with street infrastructure asset management, begins with the inventory of stormwater elements, inspection records, and current condition. Roeland Park has a significant inventory of stormwater assets that have or are reaching the end of their useful life, most notably corrugated metal pipe systems. The City has limited funding to address the need with local funding. We will seek opportunities to partner with potential funding agencies, primarily the Johnson County Stormwater Program, to find projects that can achieve both the flood prevention and system maintenance goals. The new SMAC Strategic Plan may include funding mechanisms that will benefit the redeveloping cities in the county, including Roeland Park.

To ensure cost effective management of the stormwater infrastructure and provide asset management and maintenance planning, we recommend the following to the City:



Review the Stormwater Network

The Roeland Park stormwater mapping network, including the pipes, ditch liners, structures, and waterway structures, should be reviewed to ensure it is current.



Geographic **Information Systems** (GIS) Data

To enable mapping of the asset condition indexes and other network information, the network Geographic Information Systems (GIS) enabled database will be reviewed and recommendations made for any necessary updates.



Review the Inspection Schedule

The selected inspection cycle should be based on the cycle that provides adequate calculations regarding the anticipated end of useful life for the various systems. This is particularly important to prioritize replacement of corrugated metal pipe systems.



Determining the Budget for Maintenance

The stormwater network information can be used for a needs analysis to determine the investment required to maintain replacement of the critical systems. Any deficit between current funding and the minimum maintenance requirement can be determined, and used to advocate for additional local funding or external funding opportunities.



Developing a Maintenance **Approach**

Stormwater maintenance techniques are constantly evolving. Selection of the methods for maintenance activities is a specialty of Larkin Lamp Rynearson. Factors that should be considered on a project basis include the value of infrastructure that is supported by the systems, flooding issues, structural failures, public roadway flooding, and nuisance flooding from inadequate systems.



Establish Primary Maintenance Program Tools

The Larkin Lamp Rynearson team specifies all forms of stormwater maintenance from open cut pipe replacement, cured in place pipe, and repair techniques for all types of concrete drainage and bridge structures. Several staff members are certified NASCO CIPP inspectors.

GIS to Prioritize Public Infrastructure Maintenance

The Roeland Park City Engineering team has experience with clients in GIS-based asset management for a wide variety of municipal infrastructure assets. This experience includes previous work in Roeland Park, as we were previously involved in your Zoning Districts, and more recently, Autumn Schleicher updated your Sidewalk Program mapping. Autumn will be the primary provider of GIS services, assisted by Andrew Conard, PE, as necessary. Our certified GIS specialist, Mark Steele, GISP, will provide additional support for complex GIS tasks, especially with regard to setting up data management systems for new asset management. Mark's level of expertise translates to improved efficiency and a high quality data model.



Design Standards, Specifications & Contract Documents

Larkin Lamp Rynearson has extensive knowledge of development and construction standards across the area from our work with many municipalities and agencies. We will work with the City to update standards that incorporate infrastructure design and construction practices addressing the specific needs of Roeland Park. This critical need for the City must result in standards that guide quality development and infrastructure without being so onerous as to deter development in the city.

Design standards can be updated by determining the priorities of Roland Park, and then working with Dan's teams knowledge of similar standards in area communities and regional standards like the American Public Works Association and KDOT. The technical matter of construction standards is overshadowed by the development standards. Which infrastructure the development community will be required to provide and the level to which it will be constructed are the major issues. Larkin Lamp Rynearson will evaluate, as dictated by existing or proposed zoning codes, requirements to construct streets, street lighting systems, stormwater best management practices, offsite improvements for commercial development, traffic signals and similar infrastructure. Options will be presented to assist the City in building support from the governing body, constituents, and the potential development community.



Construction Inspection/Engineering Services

Our construction team is led by 30-year veteran Ken Jones. Ken has worked extensively in the metro area, including on Roeland Park projects. The team is currently providing construction services in metro cities including in Weston, MO, Odessa, MO, and Kansas City, MO. We can provide construction services on all of the projects under consideration with two caveats:

- 1) Since the firm has not performed recent field services for KDOT projects, we are not currently on the As-Needed Consultant list but are working with KDOT to have our staff approved on that listing. We anticipate being successfully added to the list prior to a need for any field services on KDOT-let contracts in Roeland Park.
- 2) Our construction team can accommodate most any type or size of project, but unusually large projects may require more staff than we can provide without compromising service to all our customers. Should that unlikely event occur, we would certainly be in consultation with the City.

Development Plan Review

Our project manager Dan will obtain, review, and become familiar with the City of Roeland Park's current regulations and design criteria. As development projects occur, the City will want engineering plans reviewed to ensure the development occurs in accordance with City regulations and design criteria. Dan will be available to attend preliminary meetings between the developer(s) and City staff to outline expectations for future plan submittals.

After plans are submitted to the City, they will be forwarded to Larkin Lamp Rynearson. We will identify appropriate team member(s) to provide detailed review of the plans. Review comments will be forwarded to Dan, who will prepare a single review comment letter to be sent to the City. The developer will revise the plans based on the review comments and resubmit the plans for final approval. Once the plans are approved, an approval letter will be sent to the City for the project file. Throughout the entire review process, Dan and any of our reviewing engineers or other team members will be available to answer questions or to discuss the plans with the developer and City staff.

Plan Review Approach Flow Chart

- 1 City forwards plans to Larkin Lamp Rynearson
- 2 Project manager assigns team members to review
- 3 Detailed review
- 4 Reviewers submit comments to Project manager
- 5 Project manager compiles comments into a single review letter
- 6 Letter sent to City or to developer(s) as directed
- 7 Revised set of plans submitted to Larkin Lamp Rynearson

Once all comments are addressed, a Letter of Recommendation to approve the plan will be sent to the City for the project file.

Capital Projects Management

Larkin Lamp Rynearson has built a portfolio of capital improvement projects (CIP) and has developed a specialized approach for this type of on-call work. Our team members have used the following approach with great success on our capital improvement projects. It has been refined so it can be adapted to specific project needs such as early coordination with utilities, regulatory agencies, or early communication with property owners.

	CIP Approach Flow Chart
Task 1	Initial meeting with City staff
Task 2	Collect and review project information
Task 3	Develop alternative solutions
T 1 4	
Task 4	Prepare feasibility report
Task 5	Detailed surveying
TUSK 3	Delalied solveying
Task 6	Prepare preliminary design and cost estimates
Task 7	Conduct utility coordination meeting
Task 8	Submit preliminary plans to City for review
Task 9	Prepare final plans and contract documents
Task 10	Property owners' information meeting
	Present final plans, project manual, and mate to City
Task 12	Construction bids
Task 13	Pre-construction conference
Task 14	Construction observation

Meeting Costs & Schedules

Complete projects on time, including on short deadlines.

We understand the need to be able to complete projects on time, even those with short deadlines. Bi-weekly office-wide project manager meetings are conducted to discuss the schedule of all projects. This allows us to stay on top of deadlines and allocate extra resources to ensure deadlines are met.

Responding to emergency requests.

City staff members will have our personal phone numbers and know they can use them to get questions answered and address any concerns they may have. We know that effective communication is a key part of doing business, and are available to the City in whatever capacity necessary to keep projects moving along.

Ability to Meet Schedules

Great pride is taken by our firm in projects that are completed on time. With a proven record of ontime completion of work, we foresee no problem in completing your projects within a schedule agreed upon in advance. The list of projects on the below "Scheduled Completion vs. Actual Completion of Design Work" table illustrates our record of meeting schedules.

Scheduled Completion vs. Actual Completion of Design Work

Owner	Project	Scheduled Completion	Actual Completion
Baldwin City, KS	Elm Street RCB Crossing	April 2011	April 2011
Mission Hills, KS	Street & Storm Improvements	September 2011	September 2011
Shawnee, KS	50th Terrace & Nieman Road Storm Drainage Improvements	December 2010	December 2010
Odessa, MO	Otway, Wells & Russell Street, Storm & Utility Improvements	August 2014	August 2014
Lake Lotawana, MO	Street and Storm Sewer Infrastructure Assessment July, 2016	July, 2016	November 12, 2015 (draft) February 2016 (final)
Westwood Hills, KS	Street Infrastructure Assessment	August, 2016	August, 2016

Keep project costs within budgets and design estimates.

Project costs are to be kept within budgets and design estimates. Larkin Lamp Rynearson understands the importance of making sure projects are designed within the project budget and that estimates prepared during preliminary design are as accurate as possible. To control project costs and schedules, we use Vision® software to develop and track these parameters. The cost is broken down by phase, task, employee and position. We can quickly develop multiple scenarios by modifying the parameters to control the project cost. Costs are also controlled by the schedule. The schedule is broken down by phase, task, and milestones.

Once a schedule is developed, we create a baseline to track the schedule. Our team can quickly identify problems and make modifications to control the schedule, such as adding staff to meet a milestone. Project managers will track project cost, hours, and expenses. Using this tool, we are able to effectively lead the schedule and control cost.



Minimal Change Orders

Our technical staff members strive to produce contract documents of a quality that minimize change orders through client meetings, multiple internal reviews and quality control measures. Although change orders can happen, we do our best to minimize their occurrence. Change orders can occur due to unforeseen conditions, misinformation, acceptance of equal products, a desire to use available budget, or the modification of project scope during construction.

Project	Low Bid	Engineer's Estimate	High Bid	Final Construction Cost
Wells, Otway, & Russell Streets, Odessa, MO	\$652,661.00	\$657,515.50	\$774,296.50	\$661,578.00
Johnson Drive Street and Utility Improvements, Odessa, MO	\$769,876	\$845,098	\$899,989.31	Under Construction
2012 Street Maintenance, Roeland Park, KS	\$294,323.78	\$479,656.60	\$495,139.88	\$339,211.43
Santa Fe Trail Drive & Long Storm Drainage Improvements, Lenexa, KS	\$324,933.50	\$399,569.50	\$457,296.00	\$324,933.50
50th Terrace & Nieman Road Storm Drainage Improvements, Shawnee, KS	\$672,968.70	\$826,319.50	\$1,050,424.00	\$672,968.70
Washington & Spring Streets, Weston, MO	\$2,354,050	\$2,492,784	\$3,355,775	Under Construction
Elm St RCB Stream Crossing, Baldwin City, KS	\$174,482.50	\$261,116.00	\$258,752.60	\$179,410.50

Past Performance



















4. Past Performance

Project

Project Description & References

On-Call: Lake Lotawana Community Improvement District Pavement Evaluations Lake Lotawana, Missouri



The City of Lake Lotawana sought an evaluation of the street and stormwater infrastructure condition with a special request for review of the City's boundary description and inventory of roadways. Larkin Lamp Rynearson performed an update of the City's boundary mapping and identified the public roads at least partially within the boundary and determined responsibility for border roads. Our firm inspected drainage structures, span bridges, centerline miles and established City versus MoDot responsibility. We provided short term project cost to provide deferred maintenance on roads based on contracting the work. Short term cost range was also provided for the drainage system maintenance depending on the method of

project delivery (in-house or contract). Project cost was also estimated for implementing an annual road maintenance program.

Contact: Leslee Rivarola, City Admnistrator, City of Lake Lotawana, Missouri 100 Lake Lotawana Dr, Lake Lotawana, MO 64086, 816.578.4215

89th St. & Mission Road, Storm Drainage Improvements Leawood, KS



In an effort to alleviate existing flooding problems in a neighborhood just east of 89th and Mission, the City of Leawood approached Larkin Lamp Rynearson to evaluate and design a solution to upgrade the existing storm sewer. During the evaluation of the flooding issues, it was determined the existing 84"x48" CMPA and 36" RCP, between the houses, were insufficient to carry the existing flow coming out of an existing 7'x5' RCB across Mission Road from Prairie Village. 10. The finished product was the construction of 800' 9'x4' RCB that tied into a new curb inlet along Mission Rd then runs east to a junction box then north across 89th Street and outlets into a creek. Tied into the system was 1,100 feet of new 42"-18" RCP, 2 curb inlets and 4 area inlets that drain a small swale over the pipe system along the back fence line. This project was completed in the summer of 2015.

Contact: David Ley, City Engineer, City of Leawood, Kansas 4800 Town Center Drive, Leawood, KS 66211, 913.663.9131

Stanley Storm Drainage ImprovementsOverland Park, KS



Located southeast of Metcalf Avenue and 151st Street in Overland Park, Kansas, the existing conditions of the Stanley storm drainage leave seven commercial buildings flooded, four of which flooded during the 2-year storm event. The natural stream channels were undersized to convey local and upstream runoff. An estimated project cost of \$7.2 million for over 4,000 linear feet of improvements is currently under construction. The improvements are to enclose the channel with a triple cell (2-12'x6' and 1-9'x6') reinforced concrete box culvert, concrete channel, concrete flume, and angular rock fill. These improvements will remove all seven properties from the 100-year flooding.

Contact: Eric Keenan, Sr. Civil Engineer, City of Overland Park, Kansas 8500 Santa Fe Drive, Overland Park, KS 66212, 913.895.6000

4. Past Performance

Project

50th Terrace & Nieman Road Storm Drainage Improvements Shawnee, KS



Project Description & References

Larkin Lamp Rynearson was hired by the City of Shawnee in 2007 to perform a Preliminary Engineering Study (PES) to evaluate alternatives for storm drainage improvements within the existing neighborhoods near the intersection of 50th Terrace and Nieman Road. The recommend alternative included the replacement of approximately 2000 L.F. of CMP, undersized RCP and open channel with RCP. The PES was approved for funding in 2010 and Larkin Lamp Rynearson was hired by the City to being design in spring of 2010. The final design included construction of RCP through two existing neighborhoods, mostly through backyards and side yards.

Contact: Doug Wesselschmidt, City Engineer, City of Shawnee, Kansas 11110 Johnson Drive, Shawnee, KS 66203, 913.631.2500

Route C (Main Street) and McKernan Park Sidewalk Improvements Peculiar, MO

The City of Peculiar, MO contracted Larkin Lamp Rynearson to design a sidewalk route that met ADA requirements and limited the need for easement acquisitions. The sidewalk was to run from I-49 down Route C (Main Street) and connect into an existing sidewalk at Peculiar City Hall. The City requested the route of the sidewalk run past the front of the Police and Fire Stations and connect into an existing walk at Peace Park. During the evaluation of the sidewalk, it was determined the new walk would need to have crosswalks installed at four different locations for access to the park, police station, and connecting to an existing sidewalk at I-49. A cross walk was designed by the Fire Station for the connection to Peace Park. Two crosswalks were installed at

Broadway Street and Route C (Main Street) to run the sidewalk up along the frontage of the Police Station, and a ramp was designed to allow handicap access to the Police Station. The final crosswalk was needed to cross Route C at I-49 and a pedestrian crossing signal was designed to connect into the existing traffic signals for the safety of pedestrians crossing by the Interstate. In all there was approximately 3500 linear feet of sidewalk and 23 ADA sidewalk ramps installed for this project. There were also several small drainage pipes installed to cross some roadside ditches. The sidewalk at McKearnan Park was approximately 70 linear feet of walk that connected a covered picnic area with an existing sidewalk along the parking lot.

Contact: Carl Brooks, City Engineer, City of Peculiar, Missouri 250 S. Main Street. Peculiar, MO 64078, 816.779.2228

64th Street Improvements Mission Hills, KS



In 2015, the Clty of Mission Hills, Kansas retained Larkin Lamp Rynearson to design the 64th St. Reconstruction project. The existing storm was undersized and the street subgrade was dilapidated. We upsized the storm sewer for the NOAA 14 10-year flow rates and maintained the same outlet location into Brush Creek. Utilities within the area were relocated and upgraded to current standards. The existing street only had an asphalt overlay on top of a rock subgrade. LLR designed the proposed street repairs with curb and gutter to current standard full depth repairs which includes a subbase, subgrade, and an asphalt overlay. Areas in need for full depth repair were field located and called out on the plans. (Photo is pre-construction)

Contact: Courtney Christensen, City Administrator, City of Mission Hills, Kansas 6300 State Line Rd., Mission Hills, Kansas 66208, (913) 362-9620

4. Past Performance

References

Larkin Lamp Rynearson's clients return to us time after time, a solid indicator of the level of professional service our firm consistently provides.

We encourage you to call the references listed below to ask about the quality of service our firm provides.

Paula Schwach, Mayor

City Westwood Hills, KS 2216 W. 49th St. Westwood Hills, KS 66205 913.710.8432

Services: On-call City Engineering

Dates: 2014-2015

Paul Conway, Public Works Director

City of Odessa, MO 125 S. 2nd Street Odessa, MO 64076 816.263.1354

Services: On-call City Engineering

Dates: 2012 & 2014

Jim Eldridge, City Administrator

City of Kearney, MO 100 E. Washington St. Kearney, MO 64060 816.903.4731

Services: On-call City Engineering

Dates: 2014 & 2015

Leslee Rivarola, City Administrator

City of Lake Lotawana, MO 100 Lake Lotawana Dr Lake Lotawana, MO 64086 816.578.4215

Services: On-call City Engineering

Dates: 2015



Billing Rates



















5. Billing Rates

Attached are the 2016 hourly billing rates for the firm. Normally these rates are re-evaluated on April 1 of each succeeding year; however, if selected we will honor the 2016 billing rates through the calendar year 2017.

LARKIN LAMP RYNEARSON HOURLY RATE SCHEDULE

MARCH 31, 2016 - MARCH 31, 2017

Position / Title	\$ - Hourly Rate
Principal III	241.00
Sr. Group Leader II	206.00
Sr. Group Leader III	222.00
Sr. Project Manager IV	166.00
Sr. Project Manager III	155.00
Project Manager III	135.00
Sr. Project Engineer II	117.00
Sr. Landscape Architect V	157.00
Landscape Architect II	78.00
Landscape Architect I	70.00
Project Engineer III	97.00
Project Engineer II	90.00
GIS Specialist III	90.00
Sr. Project Designer III	138.00
Project Designer IV	96.00
Engineering Tech II	73.00
Construction Observer V	88.00
Survey Project Mgr III	120.00
Survey Technician II	73.00
Party Chief II	76.00
Survey Field Tech II	60.00
Administrative Assistant II	59.00
Administrative Assistant I	51.00
Marketing Coordinator II	75.00
Offices Services Manager	106.00

Item	\$ - Charge Rate
Plots (Color) bond	\$2.50 /SF
Plots (Color) mylar	\$6.00 /SF
Plots (Color) photo paper	\$6.00 /SF
Mileage	\$0.62/mi
Administration of Subconsultants	Actual cost plus 10%



JUDGE APPLICATION KAREN L. TORLINE

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Full name: Karen L. Torline

Residence address: 23902 W. 50th Terr., Shawnee, KS 66226. Phone 913-422-8274

Office address: 10740 Nall, Suite 250, Overland Park, KS Phone 913-948-8618

E-mail: ktorline@ktklattorneys.com

Cell: 913-238-0172

Are you a citizen of the United States? Yes

Schools and colleges you have attended, including any diplomas or degrees.
 Hoxie High School, Hoxie, KS, 1985
 Kansas State University, BA in English, 1989
 University of Kansas School of Law, J.D, 1992

2. List all courts, state bars, and administrative bodies having special admission requirements to which you are presently admitted to practice, specifying the dates of admission, whether you are currently a member in good standing, and whether there are any current restrictions on your ability to practice law.

State of Kansas. 1992. In good standing. No past or current restrictions. United States District Court. 1992. In good standing. No past or current restrictions.

United States Federal Court. 1992. In good standing. No past or current restrictions.

3. Describe chronologically your legal employment since becoming a member of any state bar. Include names and addresses of all law offices, firms, companies or government agencies with which you have ever practiced, the nature of your affiliation with each, the general nature of your practice, and any other relevant particulars. Also, please provide the name, current address and telephone number of a person, preferably your supervisor, who can verify your employment for each position listed below.

Assistant Johnson County District Attorney 1992-2000. Prosecuted numerous types and levels of crimes, from misdemeanors to serious person felonies. Steve Howe, Johnson County D.A. <u>Steve.Howe@jocogov.org</u>. 100 N. Ks. Ave., Olathe, Ks. 913-715-3000.

City of Shawnee, Ks. Assistant City Attorney/Senior Prosecutor. 2001-Present. Carol Gonzales, City Manager. <u>cgonazles@cityofshawnee.org</u>. 10000 Johnson Drive, Shawnee, Ks. 913-742-6200

City of Lake Quivira, Ks. Prosecutor. 2002-Present. Wayne Hidalgo, Mayor. mayor@lakequivira.ks.gov. 10 Crescent Blvd., Lake Quivira, Ks. 66217. 913-631-1892

City of Edgerton, Ks. Judge. 2012-Present. Anna Marie Keena, Administrative Services Director. <u>akeena@edgertonks.org</u> 404 E. Nelson, P.O. Box 255, Edgerton, Ks. 66021. 913-893-6231

Kuckelman, Torline, Kirkland & Lewis, Attorneys at Law. March 2013-Present. Mike Kuckelman, Partner. mkuckelman@ktklattorneys.com 10740 Nall, Suite 250, Overland Park, KS 66211. 913-948-8612.

4. Describe the general nature of your current professional legal work.

For the firm: I do general civil litigation, both plaintiff and defense, as well as criminal defense. For civil, I draft pleadings of numerous kinds, including interrogatories, requests for production of documents, motions for summary judgment, etc. I participate in hearings, depositions, etc. For criminal defense, I draft motions for discovery, motions to suppress, attend all court hearings, argue to the court any appropriate issues, conduct preliminary hearings, conduct trials, etc.

For the City of Edgerton: As Judge, I am responsible for the entire court system, ensuring fairness throughout, including but not limited to pleas, sentencings, trials, orders of suspension, bench warrants, dispositions on codes cases, etc. We are currently in the process of redoing 100% of our procedures to ensure fairness, efficiency and timeliness in our outcomes.

For the cities of Shawnee and Lake Quivira: As prosecutor, I am responsible for all court processes. I supervise the other prosecutor as well as my assistant. I work closely with the City Attorney in both cities to ensure communication on all legal issues. I draft ordinances; advise the police department; work closely with the codes department and advise the city manager's office on issues that deal with court. I also handle every situation that deals with court, including diversion, plea negotiations, trials, revocations of probation or diversion, appeals, etc. In addition, I work closely with the Court Administrator to address any issues that may arise.

I also pro tem frequently for several cities as Judge, including Overland Park, Lenexa and Olathe, with the same duties as indicated above for the city of Edgerton. 5. If in private legal practice, describe your typical client(s). If not in private legal practice, describe your employer or work arrangement, your position within the structure (are you supervised, how is work assigned, who receives your work product), and other information you feel would assist the City of Roeland Park in understanding the nature of your professional responsibilities.

For the firm civil: With reference to the civil defense cases, the clients are both individuals and corporations (so to speak) that have been sued and we are defending the lawsuit against them. With reference to the civil plaintiff cases, the clients are individuals that have filed a lawsuit, for numerous reasons, and they are attempting to recover damages. For the firm criminal: The criminal clients that I have are simply defendants charged with crimes that are pending in local courts.

For the cities: With reference to my role as prosecutor, I represent the citizens of the municipalities. In Shawnee, I am supervised by the City Manager, but am very autonomous. In Lake Quivira, I am technically supervised by the mayor, but am also very autonomous there. In both cities, I simply deal with all court issues, so work is not assigned, specifically, but all issues dealing with court go through me.

6. List and describe the three most significant cases or legal issues, which you have personally handled, giving case style, number and citation to reported decisions, if any. Describe the nature of your participation in the case and the reason you believe it to be significant. Give the name of the court and judge, the date tried, and the names of other attorneys involved.

Rape jury trial. I was the sole prosecutor. It was a five day jury trial in Johnson County District Court, Division 1, Judge Peter Ruddick. State of Kansas v. Ramon Rodriguez, Case No. 97CR2851. Mr. Rodriguez was convicted of rape and aggravated criminal sodomy in 1998. The opposing counsel was Patrick Berrigan. This was significant because it was a long, intense jury trial with a very experienced attorney, a serious charge, and a truly traumatized victim.

Termination of parental rights trial. Approximately 1993. In re (Crump). Opposing counsel was Jim Conard. The judge was Jeanette Sheldon. This trial was significant because the parental rights were severed when these parents were not abusive or intentionally neglectful, but simply unable to care for their children based upon extremely low I.Q's. The trial lasted for several days and was heartbreaking. This trial was significant because there was no prior finding of a Child in Need of Care, which is unusual. Most termination cases begin as a CINC. Although this was in the first year of my

days in the D.A's. office, and I tried many more serious trials, I will never forget this one. Very, very sad, but the right thing to do.

First degree murder jury trial. State of Kansas v. Francis Doyle, 99CR0397. This trial was in 1999 in front of Judge Will Cleaver. It lasted for several days. Opposing counsel was James Anderson. I tried this case with another attorney in the D.A's office. This was a first degree murder charge, and an attempted murder charge, out of Leawood. An elderly couple, high school sweethearts, had reunited at their 50th high school reunion and an elderly friend of the woman broke into their home and struck the couple with a baseball bat while they slept in their bed. The woman survived but had to be placed into a facility, and the man was killed. Defendant was found guilty.

I had numerous other serious cases, including an attempted murder jury trial, and many rapes, one of which went to jury trial but most of which ended in a plea. I have also argued cases in front of the Kansas Court of Appeals.

7. Describe any additional arbitration, mediation or other alternative dispute resolution experience that you would like to bring to the attention of the City.

I do not have training as a mediator; however I am responsible for creating and implementing a mediation program in Shawnee for complaints that have been signed but for which I believe mediation is a better "solution" to the problem than court intervention. In order to be referred to mediation, the parties must have an ongoing relationship, in an attempt to solve the problem and avoid future issues rather than file charges. Cases that are deemed appropriate for the program can be sent to mediation first, and if that is unsuccessful, they are reviewed for charging. On my suggestion, we have also recently expanded this program to include situations that the police department or city staff identify as escalating but have not yet risen to the level of charges. We are very proud of this program, as it solves many problems without the necessity of court intervention and without costs to the participants.

8. Have you ever held judicial office or been a candidate for judicial office? If so, state the courts involved and the dates of service, including service as a judge pro tempore.

I am currently the Judge for the City of Edgerton. March 2012-Present. I also serve as Judge pro tem for the cities of Overland Park, Lenexa and Olathe, 2009-Present. In addition, I am a Judge pro tem for the Johnson County District Court, 2012-Present.

9. Have you made any special contributions to the legal profession, such as writings or lectures? If so, state the nature.

Police Academy training, testifying in court. Approximately 1994-1996. Police Academy training, mock trial. Approximately 2003-2009 Frequent training for the Shawnee Police Department on a variety of topics, including search and seizure, caselaw updates, etc.

I currently serve on several ethics commissions, including:

Kansas Bar Association Ethics Advisory Committee, Approximately 2007-Present.

Johnson County Ethics and Grievance Committee, 2012-Present Kansas 20/20 Ethics Commission, 2013. This is a position that was appointed by Chief Justice Nuss of the Kansas Supreme Court. Only 10 attorneys throughout the state were appointed to be on this committee.

10. List all legal associations, and/or professional societies of which you are a member, and give the titles and dates of any office which you may have held in such groups and committees to which you belong(ed) and offices held.

Municipal Judges Association

Kansas Bar Association

Offices: President, Government Lawyers Section 2010-2012 Past President, 2012-Present

Johnson County Bar Association

Offices: President, Young Lawyers Association 1998-2000

Kansas City Metropolitan Bar Association

International Association of Chiefs of Police

Kansas Women Attorneys Association

Kansas County and District Attorneys Association

11. Do you have a professional, business, family or personal relationship with any member of the Roeland Park Governing Body? If so, provide a description of this relationship.

No.

12. Any other information you wish the City of Roeland Park to consider. You may attach a resume, documents or information you would like the City to consider in reviewing your qualifications.

For the past 12 years, I have done municipal law exclusively. I have extensive experience in municipal law and municipal court, including but not

limited to drafting ordinances; researching legal issues associated with those ordinances; advising city staff on the legalities of different areas of the law; advising the police department on all issues dealing with municipal court; making presentations to the City Council; and prosecuting and/or judging on a near daily basis. I understand the home rule authority and have knowledge about the effects of charter ordinances on state statutes and the applicability of such in municipalities.

I have also been creative and innovative in the cities in which I work in order to address efficiency issues, etc. Several examples are: creating and implementing the mediation program; creating and implementing an inhouse probation officer with no cost to the city; creating a collection program to aid in the collection of court fines for those defendants needing time to pay; expanding the dockets in order to alleviate large docket issues; creating a prose diversion docket; creating a stipulation docket for driving while suspended offenses; and implementing a strict no-continuance policy for codes cases.

I also believe I have very good relationships with all departments throughout the several cities in which I work. I am approachable, open and friendly while staying professional. I believe I have the respect and confidence of the city managers, mayors, and police departments of all cities in which I am employed. Although I am sure it appears that I would have very little time for this position, that is not the case. I would have plenty of time to dedicate myself to the City of Roeland Park. I would love to have the opportunity to sit down with you to discuss the position of Judge in your city.

In submitting this application, I understand that the City of Roeland Park is in no way obligated to provide employment nor am I obligated to accept employment. I understand I am responsible to maintain and update my profile with true and accurate information and such information may be purged from the City's electronic files as the City deems appropriate and in accordance with federal and state laws and City policy. I hereby grant the City permission to check any of the information as part of its employment process. I also understand that my past employment records, driver's license records, police and criminal records, credit references, where required, references and other information provided by me are subject to inquiry in accordance with the Fair Credit Reporting Act and applicable City policies. I understand that if I am offered employment with the City, I may be required to submit to a physical examination, drug screening, background/criminal records check, and/or psychological evaluation, where applicable. I understand and acknowledge, if hired, I am subject to all laws, rules, regulations, policies and employee handbook requirements applicable to the position to which I am hired. I further understand that any misrepresentation or omissions of facts upon this application will be sufficient cause for rejection and/or separation from City employment if I have been employed.

Please attach three professional references including their name, title, address, zip code, phone, and e-mail.

Ellis Rainey, Assistant City Attorney for Shawnee. 10000 Johnson Drive, Shawnee, KS 66217. 913-962-8800. ellisrainey@sbcglobal.net

Anna Marie Keena, Administrative Services Director, City of Edgerton. City Hall, Edgerton, KS. 913-893-6231. akeena@edgertonks.org

Robin Barnard, Court Administrator for the City of Overland Park, KS. 12400 Foster, Overland Park, KS 66213. 913-327-6853. Robin.barnard@opkansas.org

(Signature)

(Date) $\frac{7 - 13 - 13}{}$

Kansas Continuing Legal Education Commission Unaudited CLE Transcript

Click here to move between compliance periods

K First Prev Next ▶ Last

Thursday, July 11, 2013

KAREN JAMES TORLINE 23902 W 50TH TER SHAWNEE, KS 66226-2287

Compliance Group 1 2010 Compliance Period Ending: Wednesday, June 30, 2010 **COMPLIANCE PERIOD ENDING: June 30, 2010** COMPLIANT

This course transcript indicates the courses and distribution of CLE credits for the displayed compliance periods. Credit carry over into future years in accordance with Rule 802(b) are listed in the carry over column. Credits exceeding the carry over limit are listed in the Excess Credits column. Excess ethics credit carries forward as general credit. View carry over rules for additional information.

Course Date	Provider	Course Name	Total Credits	Posted Credits 2010	Carry Forward	Excess Credits
06/30/2009		2009 CARRY HOURS	10.00S	10.00S		
01/15/2010	KBA	Government Law CLE	1.00E	1.00E		
01/15/2010	КВА	Government Law CLE	3.00S		3.00S	
06/24/2010	КВА	Ethics for Good XI	2.00E	1.00E	1.00E	

If you do not see a course posted to your record, it may not have been submitted to our office.

Requirements Met or Waived:

Total Hours Required:

0 Hours Required By: 6/30/2010

Υ

Posting Codes
E = Ethics & Professionalism
L = Law Practice Management
S = Substantive
C = Good Cause
D = Alternate Delivery
G = GAL
H = In-House
R = Authoring
T = Teaching

Kansas Continuing Legal Education Commission Unaudited CLE Transcript Click here to move between compliance periods						
	First Prev Next Next Rest Prev Prev Next Prev Rest Prev Prev					
Thursday, July 11, 2013	Thursday, July 11, 2013					
KAREN JAMES TORLINE 23902 W 50TH TER SHAWNEE, KS 66226-2287	COMPLIANCE PERIOD ENDING: June 30, 2011 (AREN JAMES TORLINE 23902 W 50TH TER COMPLIANT				•	
Compliance Group 1						
011 Compliance Period Ending : hursday, June 30, 2011						

This course transcript indicates the courses and distribution of CLE credits for the displayed compliance periods. Credit carry over into future years in accordance with Rule 802(b) are listed in the carry over column. Credits exceeding the carry over limit are listed in the Excess Credits column. Excess ethics credit carries forward as general credit. View carry over rules for additional information.

Course Date	Provider	Course Name	Total Credits	Posted Credits 2011	Carry Forward	Excess Credits
01/15/2010	KBA	Government Law CLE	3.00S	3.00S		
06/24/2010	KBA	Ethics for Good XI	* 2.00E	1.00E		
09/20/2010	City of Wichita Dept of Law	DUIs in the Public Eye	2.00E	2.00E		
09/20/2010	City of Wichita Dept of Law	DUIs in the Public Eye	12.00S	6.00S	6.00S	
03/02/2011	Johnson Co Bar Assn	2011 Herbert W Walton Bench/Bar Conference	3.00S		3.00S	
05/04/2011	KC Metropolitan Bar Assn	Changes Happening NOW in KCMO Municipal Court	1.00S		1.00S	
06/22/2011	Johnson Co Bar Assn	DUI Case Law & Legislative Update	1.00S			1.00S

* = All/Partial Credits were posted to a prior period

If you do not see a course posted to your record, it may not have been submitted to our office.

Requirements Met or Waived: Total Hours Required:

0

Hours Required By: 6/30/2011

Posting Codes
E = Ethics & Professionalism
L = Law Practice Management
S = Substantive
C = Good Cause
D = Alternate Delivery
G = GAL
H = In-House
R = Authoring
T = Teaching

Kansas Continuing Legal Education Commission Unaudited CLE Transcript						
	Click here to move betw	reen compliance periods				
	I First	Next H Last				
Thursday, July 11, 2013						
KAREN JAMES TORLINE 23902 W 50TH TER SHAWNEE, KS 66226-2287	AREN JAMES TORLINE 3902 W 50TH TER COMPLIANT COMPLIANT					
Compliance Group 1	Compliance Group 1					
2012 Compliance Period Ending : Saturday, June 30, 2012						

This course transcript indicates the courses and distribution of CLE credits for the displayed compliance periods. Credit carry over into future years in accordance with Rule 802(b) are listed in the carry over column. Credits exceeding the carry over limit are listed in the Excess Credits column. Excess ethics credit carries forward as general credit. View <u>carry over rules</u> for additional

Course Date	Provider	Course Name	Total Credits	Posted Credits 2012	Carry Forward	Excess Credits
09/20/2010	City of Wichita Dept of Law	DUIs in the Public Eye	* 12.00S	6.00S		
03/02/2011	Johnson Co Bar Assn	2011 Herbert W Walton Bench/Bar Conference	3.00S	3.00S		
05/04/2011	KC Metropolitan Bar Assn	Changes Happening NOW in KCMO Municipal Court	1.00S	1.005		
10/10/2011	KS County & District Attys Assn	2011 Fall Conference	2.00E	2.00E		
10/10/2011	KS County & District Attys Assn	2011 Fall Conference	1.00S		1.005	
03/07/2012	Johnson Co Bar Assn	2012 Bench/Bar Conference	1.00E		1.00E	
03/07/2012	Johnson Co Bar Assn	2012 Bench/Bar Conference	4.00S		4.005	
03/27/2012	КВА	Best Practices & Risk Management for Nonprofit Boards	1.00SD		1.00SD	
04/30/2012	KS Supreme Court	2012 Municipal Court Judges' Conference	3.00E		3.00E	
04/30/2012	KS Supreme Court	2012 Municipal Court Judges' Conference	9.00S			9.00S
05/31/2012	KS Attorney General-Nontraditional	DUI Law Updates	1.00SD			1.00SD

* = All/Partial Credits were posted to a prior period

If you do not see a course posted to your record, it may not have been submitted to our office.

Requirements Met or Waived: **Total Hours Required:**

Hours Required By: 6/30/2012

Posting Codes
E = Ethics & Professionalism
L = Law Practice Management
S = Substantive
C = Good Cause
D = Alternate Delivery
G = GAL
H = In-House
R = Authoring
T = Teaching

	Kansas Continuing Legal Education Commission Unaudited CLE Transcript			
Click here to move between compliance periods				
	H First Prev Next H Last			
Thursday, July 11, 2013	COMPLIANCE PERIOD ENDING: June 30, 2013			
KAREN JAMES TORLINE 23902 W 50TH TER SHAWNEE, KS 66226-2287	COMPLIANCE PERIOD ENDING: June 30, 2013			
Compliance Group 1				
2013 Compliance Period Ending : Sunday, June 30, 2013				

This course transcript indicates the courses and distribution of CLE credits for the displayed compliance periods. Credit carry over into future years in accordance with Rule 802(b) are listed in the carry over column. Credits exceeding the carry over limit are listed in the Excess Credits column. Excess ethics credit carries forward as general credit. View carry over rules for additional information.

Course Date	Provider	Course Name	Total Credits	Posted Credits 2013	Carry Forward	Excess Credits
10/10/2011	KS County & District Attys Assn	2011 Fall Conference	1.00S	1.005		
03/07/2012	Johnson Co Bar Assn	2012 Bench/Bar Conference	1.00E	1.00E		
03/07/2012	Johnson Co Bar Assn	2012 Bench/Bar Conference	4.005	4.005		
03/27/2012	КВА	Best Practices & Risk Management for Nonprofit Boards	1.00SD	1.00SD		
04/30/2012	KS Supreme Court	2012 Municipal Court Judges' Conference	3.00E	3.00E		
10/03/2012	Johnson Co Bar Assn	KS SC CLE Roundtable on Oral Argument	1.50S		1.505	
10/16/2012	Inst for Court Management	Fundamental Issues of Caseflow Management	19.50S		8.50S	11.00S
10/20/2012	Internati Municipal Lawyers Assn	2012 Code Enforcement Program	4.005			4.005
04/22/2013	KS Supreme Court	Municipal Court Judges Conference	3.00E	2.00E		1.00E
04/22/2013	KS Supreme Court	Municipal Court Judges Conference	8.005			8.005
05/01/2013	Johnson Co Bar Assn	Young Lawyers Section CLE	1.00E			1.00E
05/01/2013	Johnson Co Bar Assn	Young Lawyers Section CLE	2.005			2.005
05/10/2013	Ofc of Disciplinary Administrator	Disciplinary Investigator's Conference	3.00E			3.00E
06/28/2013	KS Legal Servs	Guardian ad Litem Training	2.00E			2.00E
06/28/2013	KS Legal Servs	Guardian ad Litem Training	4.005			4.00S

If you do not see a course posted to your record, it may not have been submitted to our office.

Requirements Met or Waived: Total Hours Required:

0

Hours Required By: 6/30/2013

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IN THE COURT OF APPEALS

OF THE

STATE OF KANSAS

THE CITY OF SHAWNEE, KANSAS

Plaintiff/Appellee,

٧.

TODD VALLE,

Defendant/Appellant

BRIEF OF PLAINTIFF/APPELLEE

Appeal from the District Court of Johnson County, Kansas

The Honorable John P. Bennett, Judge of the Johnson County District Court

District Court Case No. 10CR00647

Karen L. Torline, #15615 Attorney for Plaintiff/Appellee City of Shawnee 5860 Renner Rd. Shawnee, KS Tel. 913-742-6907 Fax. 913-962-0983

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NATURE OF THE CASE

This case originated in Shawnee Municipal Court, where the defendant was convicted of battery and subsequently appealed to District Court. This is an appeal from the Johnson County District Court following a conviction by jury of a charge of battery.

Defendant filed this appeal pursuant to K.S.A. 22-3601.

ISSUES ON APPEAL

- Whether the defendant was properly advised by the court of his Fifth
 Amendment right to remain silent and right to testify.
- 2. Whether the defendant was permitted to present a lawful defense without interference from the trial court.
- 3. Whether the district court erred by not instructing on self-defense.

FACTS

The defendant was charged with battery in Shawnee Municipal Court for an offense that occurred July 20, 2009. He was convicted following a trial, and filed a timely appeal to the Johnson County District Court. (Vol. I, p.8). Defendant then proceeded to jury trial on October 4, 2010. (Vol. V.)

During pretrial proceedings, counsel for both sides provided the Court with their proposed jury instructions. (Vol. I, p. 10-25; Vol. II, p. 2). There was no conversation at that time about the proposed jury instructions. (Vol. II, p. 3). Included in the proposed

instructions for the defense was a self-defense instruction. (Vol. I, p. 63). The following Monday, the day of trial, the prosecutor addressed the Court, objecting to the proposed jury instruction of the defense concerning self-defense, and requested a ruling from the Court that the defense be precluded from referring to self-defense in his opening. (Vol. V., p. 4-12). The prosecutor objected to the giving of that instruction based, at that time, on the fact that the evidence would show that the defendant was the initial aggressor and was precluded by statute from claiming self-defense. (Vol. V., p. 5-8). Defendant was told by the Judge during the pretrial conference that he must assert a self-defense claim in order to receive a self-defense instruction, to which the defendant agreed. (Vol. V., p. 10). Defendant testified on his own behalf, but did not testify that the incident was self-defense. In fact, defendant gave a play-by-play of the incident, during which time he indicated he had done absolutely nothing to the victim, even in self-defense. (Vol. V., p. 228-255). Defendant was convicted of the battery charge, sentenced accordingly, and filed a timely notice of appeal. (Vol. I, p. 26). Additional facts will be discussed as necessary.

ARGUMENTS AND AUTHORITIES

 The District Court properly advised the defendant of his Fifth Amendment right to remain silent and right to testify.

The appellate standard of review on this issue is de novo. <u>State v. Carter</u>, 284 Kan. 312, 160 P.3d 457 (2007).

During a pre-trial hearing, defense had submitted a request for a self-defense jury instruction, P.I.K. 54-17. (Vol. V., p. 4). The prosecutor indicated that based upon the evidence that she believes will be presented, that the defendant is the initial aggressor, and therefore, he should not be entitled to a self-defense instruction. (Vol. V., p.5-8). The Judge then asks the defense: "The evidence of the self-defense, is (sic) there only two people that are witnesses to this?" (Vol. V., p.8) Defense attorney responds "That's correct." (Vol. V., p. 9). Judge Bennett responds "So your client's got to testify?" (Vol. V., p. 9) and counsel for defense replies "He's going to testify." (Vol. V., p. 9). The Judge's response is correct when he then says "All right. Assuming that he's going to testify, I think I can't rule on this until I hear the evidence." (Vol. V., p.9).

The Judge tells the defendant that "(T)he self-defense that you're going to claim is going to be based upon your evidence, not the City's evidence." (Vol. V., p. 9). Later, while still discussing this same issue, defense counsel says "Mr. Valle, it's your full intent to testify, correct?" (Vol. V., p.10). Mr. Valle says "Yes" and Ms. Durrett, defense counsel, tells the court "We've discussed this at length." (Vol. V., p. 10).

The basis for the entire conversation is the concern of the city that the defense will refer in opening to self-defense, which the city believes cannot be supported by the evidence. (Vol. V., p. 10).

This entire conversation concerning whether the defendant will testify is completely appropriate, given the fact that the defense included a self-defense instruction in their packet of proposed instructions, and the prosecutor's concerns about the opening statement of the defense. The Judge is making it clear to the

defendant that he is not able to get that instruction unless the testimony supports its giving. Further, the Judge makes it clear that he is not able to rule upon the issue of whether the defendant is entitled to that instruction until he hears the testimony. (Vol. V., p. 9).

Prior to the start of the trial, the trial court is told five (5) times very specifically by both defense counsel and the defendant himself that the defendant is going to testify. (Vol. V., p. 9-11). In fact, at one point, the defense attorney interrupts the Judge when he is explaining that IF the defendant hasn't decided yet whether to testify, then defense counsel needs to wait and not refer to that issue in opening statement, when the attorney says "It's decided." (Vol. V., p. 10). The statements made by the court are all based upon the fact that whether the incident was self-defense is going to come down to the testimony of the victim versus the testimony of the defendant. (Vol. V., p.8). The Judge then assumes that the victim is certainly not going to testify that the defendant was acting in self-defense, and that therefore, the only other logical person that evidence could come from is the defendant himself, in which case, the defendant would be indicating that he is going to testify. (Vol. V., p. 9). The statements made by the Judge, when taken as a whole with the reason for the discussion, are appropriate. The entire conversation is in the context of whether the defense can refer to selfdefense in its opening, and that the Court must wait until the close of the evidence to rule upon the self-defense instruction.

The law does not require the defendant to testify in order to get a self-defense instruction. The law allows for such an instruction if any evidence, however small, is

presented in support. "It is the duty of the trial court to instruct the jury on self-defense so long as there is any evidence tending to establish self-defense, although the evidence may be slight and may consist solely of the defendant's testimony." State v. Sims, 265 Kan. 166, 960 P.2d 1271 (1998). If there is evidence at trial that supports its giving, regardless of where that evidence comes from, the instruction should be given. There is no requirement that it come directly from the defendant.

However, in this case, the Judge specifically asks the defendant, early in the discussion, whether he is correct in assuming that there are only two witnesses to this offense, the victim and the defendant. (Vol. V., p. 8). The answer from the defense is "That's correct." (Vol. V., p. 9). So from that point on, the Court knows, because he has been told by the defendant, that no one other than the defendant himself is going to offer evidence of self-defense. Hence, the conversation about whether the defendant will testify. Therefore, the statements of the Judge were not improper.

2. <u>Defendant was permitted to present a defense without interference from the trial judge.</u>

When a criminal defendant claims that a trial judge has interfered with his constitutional right to present a defense, an appellate court reviews that issue de novo. State v. Carter, 284 Kan. 312, 160 P.3d 457 (2007). However, it is the position of appellee that this issue was not properly preserved for appeal. In State v. Miller, 177 P.3d 1011 (2008), this Court addressed an issue concerning whether the defendant in that situation was forced to choose between exercising his Fifth Amendment privilege against self-incrimination, and exercising his Sixth Amendment right to present his

theory of self-defense. Although Miller is unpublished, it is very factually close to our facts, in that there was a conversation with the Judge that is similar to the conversation that took place in our case. In Miller, this Court said "Even though Miller failed to claim. at trial that he was forced to testify, he properly preserved this issue for appeal by filing a motion for a new trial based on this issue. See State v. Rojas, 280 Kan. 931, 932, 127 P.3d 247 (2006)." Miller, WL624629, p.2. This, of course, indicates that the issue of whether one was coerced into testifying by the trial judge must be raised at the trial level prior to appeal in order to preserve the issue for appeal. In Rojas, the defendant raised a sentencing issue, and the Court referred to 3 factors that must be present in order to raise an issue at the appellate level not raised previously, and indicated "There is authority for us to determine an issue not specifically raised (at the trial court level) where only a question of law is involved, the facts are not in dispute, and the issue is determinative of the case." Rojas at 932. In our case, no post-trial motions were filed by the defendant. (Vol. III and IV, post-trial proceedings). Therefore, this particular issue has not been preserved for appeal.

The <u>Rojas</u> Court indicated that even if an issue is not appropriately preserved for appeal by raising that issue previously with the trial court, it can still be heard by this Court IF the three factors listed above are present. However, those factors are in fact not present here. All three must be present. But this issue is not determinative of this case. In other words, if this Court were in fact convinced that the defendant were in fact coerced by the trial judge into testifying when in fact he didn't want to testify, then this Court would have to find that the coercion determines this case, and that in fact,

the outcome of this case would have been different had the defendant not testified.

But if the defendant didn't testify here, which was the only evidence presented by the defense, the outcome would certainly have been the same. He would certainly have been convicted in that situation as well. Therefore, this issue is not appropriately before this Court.

If this Court disagrees with that analysis, and finds this matter appropriately before this Court, then the standard of review to determine whether the defendant was improperly induced to testify would be de novo. State v. Carter, 284 Kan. 312, 160 P.3d 457 (2007). The defendant argues in his brief that the Judge's statements placed the defendant in a position to believe he in fact was required to testify. (Appellant's brief, p. 8). However, the entire pre-trial discussion concerning whether the defendant would testify must be taken in context. The context dealt with the issue of whether the defense was going to be allowed to argue self-defense in its opening statement. (Vol. V., p. 5-11).

Although the statements of the Judge concerning the testimony of the defendant were perhaps lengthier than necessary, they did not improperly inform the defendant that he must testify, thereby influencing him in a decision that was not yet made. To the contrary, the defendant was very clear, on numerous occasions, that that decision was already made and that he would testify. (Vol. V., p. 9-10). His attorney states: "Okay. I'm not planning on leaning heavily on the opening to begin with in the event that Mr. Valle changes his mind. However, I do believe that----My understanding is that he completely intends to testify. With that anticipation----that's always been his

statement. We expect that will happen. (Vol. V., p. 11). Although the law allows that decision to be made at a later time during the trial, the defendant in this case made that decision pre-trial, and repeatedly made clear to the Judge that he was adamant about that decision. (Vol. V., p.5-11). There was no interference by the Judge concerning the defendant's right to present a defense.

3. The District Court did not err by not issuing an instruction on self-defense.

Review of the failure to give an instruction when requested is a question of law which this Court reviews with a de novo standard. State v. Simmons, 45 Kan. App. 2d 491 (2011). However, under the specific facts here, the Defendant never requested an instruction on self-defense. During a pre-trial conference, that instruction was submitted, but there was never a request for the instruction following the presentation of evidence, nor during the discussion on instructions. (Vol. I, p. 10-25; Vol. VI, p. 2-5). Thus, the appellate Court standard of review is a clearly erroneous standard. This Court stated in State v. Valentine, 260 Kan. 431, 433, 921 P.2d 770 (1996): "Absent an instruction request, an appellate court may reverse on the failure to give a jury instruction only if the trial court's failure to instruct was clearly erroneous. The failure to instruct is clearly erroneous only if the reviewing court reaches a firm conviction that absent the alleged error there was a real possibility the jury would have returned a different verdict."

Defendant was not entitled to a self-defense instruction because he didn't admit to committing the offense in a manner of self-defense. The Defendant testified in detail concerning his version of the events. During his testimony, at no time does he ever

indicate that he committed a battery, much less that such occurrence was self-defense. To the contrary, defendant testified that he simply exited his vehicle in order to determine whether there was damage caused by the victim, and that the victim then slammed the car door on his leg, and then struck him in the head as he got out of the vehicle. (Vol. V., p. 233). Defendant proceeded to testify that once the victim struck him, the victim picked him up and threw him on the ground. (Vol. V., p. 234). Defense counsel then says "Okay, when you were on the ground, were you fighting him?" (Vol. V., p. 236). Defendant's response is very telling: "There was basically no fight. He had me in a type of a choke hold as soon as we hit the ground. He had an arm across here and one wrapped around my neck, the back side of my neck and had his arms connected. He was applying pressure in this manner. Both my hands were out to the side." (Vol. V., p. 236). His response to the question "Were you hitting him?" was "No, I did not." (Vol. V., p. 236). He goes on to say ". . . I wasn't doing nothing (sic) to him. I wanted him to let me up." (Vol. V., p. 237).

The defendant again denies that he did anything at all warranting a self-defense instruction when he was cross examined by the prosecutor, Ms. Ashford. She asks "At what point do you strike Mr. Weber in the head?" (Vol. V., p. 248.) Defendant's response is "I never struck Mr. Weber from the whole time the incident took place. I never hit Mr. Weber, period." (Vol. V., p. 248). And later, Ms. Ashford asks "Okay. It's your indication that you did not wrap your legs around his leg?" (Vol. V., p. 250). His response is "That's accurate, ma'am, yes." She says "You did not squeeze and cause that popping and pain to his knee?" "Absolutely not, ma'am." (Vol. V., p. 250).

In order to rely upon self-defense as a defense, a person must have a belief that the force used was necessary to defend himself and also must show the existence of facts that support such a belief. State v. Childers, 222 Kan. 32, 48, 563, P.2d 999 (1977). It is the duty of the trial court to instruct on self-defense only as long as there is evidence tending to establish the self-defense. State v. Hill, 242 Kan. 68, 78, 744 P.2d 1228 (1987). In this case, there were no facts offered by either party, including the defendant himself when he testified, that indicate his actions were justified by selfdefense. In fact, the defendant testified that he took no actions whatsoever against the victim. Further, the self-defense determination requires both a subjective analysis and an objective analysis. State v. Walters, 284 Kan. 1, 8-9, 150 P.3 174 (2007). The second prong is an objective standard and requires a showing that a reasonable person in the defendant's circumstance would have perceived self-defense as necessary. State v. Tyler, 251 Kan. 616, 625, 840 P.2d 413 (1992). Even had the defendant testified that he subjectively felt justified based upon self-defense, which he did not so testify, there still must be an objective analysis, which cannot be met in this case.

In addition, the evidence presented was that the Defendant was the aggressor, and as such, he is precluded by statute from claiming self-defense. K.S.A. 21-3211 (now K.S.A. 21-5222) codifies the right to self-defense and states: "A person is justified in the use of force against another when and to the extent it appears to such person and such person reasonably believes that such use of force is necessary to defend such person or a third person against such other's imminent use of unlawful force." However, K.S.A. 21-3214(3), the initial aggressor statute in place at the time, (now K.S.A. 21-5226)

indicates that the justification for the use of force to defend oneself is not available to a person who: "Otherwise initially provokes the use of force against himself or another, unless: (a) He has reasonable ground to believe that he is in imminent danger of death or great bodily harm, and he has exhausted every reasonable means to escape such danger other than the use of force which is likely to cause death or great bodily harm to the assailant, or (b) In good faith, he withdraws from physical contact with the assailant and indicates clearly to the assailant that he desires to withdraw and terminate the use of force, but the assailant continues or resumes the use of force." See also <u>State v.</u>

<u>Jackson</u>, 262 Kan. 119, 936 P.2d 761 (1997).

Both the victim and the defendant testified that the incident began on the roadway, and the defendant followed the victim to his home and yelled and cursed at the victim. (Vol. V., p. 115-117; 227-229). The evidence presented was that although there were numerous opportunities for the defendant to drive away, he did not do so, but in fact, got out of his vehicle even after the victim requested that he leave. (Vol. V., p. 233).

The failure to give this instruction was not clearly erroneous. "Instructions are clearly erroneous only if the reviewing court is firmly convinced there is a real possibility that the jury would have rendered a different verdict if the error had not occurred."

State v. Bell, 280 Kan. 358, 365, 121 P.3d 972 (2005); State v. Davis, 275 Kan. 107, 115, 61 P.3d 701 (2003). See also K.S.A. 22-3414(3). Although the defendant was not entitled to the instruction, the jury would not have reached a different verdict had it

been given, in light of the fact that there was no evidence presented supporting selfdefense.

In addition, the simple task of including a self-defense instruction with the proposed jury instructions at the pre-trial conference does not mean that a request for that instruction was made. "No party may assign as error the giving or failure to give a jury instruction, including an instruction on a lesser-included crime, unless the party objects, distinctly stating the matter objected to and the grounds for the objection before the jury retires, unless the instruction is clearly erroneous." <u>K.S.A. 22-3414(3)</u>. See also <u>State v. Carter</u>, 284 Kan. 312, 160 P.3d 457 (2007).

CONCLUSION

The defendant's decision to testify was clearly made before the trial began, and the statements of the trial judge did not influence that decision in any way. Therefore, defendant was not precluded from presenting his defense.

In addition, in light of both reasons under the law that indicate the defendant was not entitled to a self-defense instruction, that he was the initial aggressor as well as the fact that no evidence was presented supporting self-defense, the defense did not renew his request for a self-defense instruction at the close of the evidence, and such instruction is not warranted. Defendant is not entitled to that instruction, and there was no error on the part of the District Court for failing to give it. The fact that the trial court did not provide this instruction to the jury is not clearly erroneous, and defendant's request for a reversal of the conviction, or for a remand for a new trial, should be denied.

Respectfully Submitted,

Karen L. Torline, #15615 Attorney for Plaintiff/Appellee City of Shawnee 5860 Renner Rd. Shawnee, KS Tel. 913-742-6907

Fax. 913-962-0983

CERTIFICATE OF SERVICE

I, Karen L. Torline, do hereby certify that a true and correct copy of the above

Brief of Appellee was mailed first class mail, postage prepaid, on this 14th day of

November, 2011, to:

Office of the Kansas Attorney General 120 SW 10th Ave. Topeka, KS 66612-1597

Catherine Zigtema Attorney for Appellant Maughan & Maughan LC 8700 Monrovia, Suite 310 Lenexa KS 66215

Karen L. Torline #15615

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February 26, 2014

Aaron A. Otto, City Administrator City of Roeland Park 4600 W 51st Street Roeland Park, KS 66205

Re: Municipal Court Prosecutor Position

Dear Mr. Otto:

Office: (913) 381-5280

This letter is to advise you of my continued interest to serve the governing body, staff and citizens of the City of Roeland Park, Kansas, as municipal court prosecutor. I have served in that capacity for the past thirteen years. As prosecutor, I have been responsible for the prosecution of various misdemeanor, traffic and property code violations. Animal code violations are also prosecuted in municipal court.

The current court schedule was adopted through coordination with the police department, the current municipal judge and myself. In adopting the current court schedule it was contemplated that the court's efficiency would increase and conflict less with other city business. As prosecutor, I have attempted to balance the safety needs of the community with an efficient courtroom process. I strive to present of fair and respectful approach to all that come through the municipal court.

I am sole proprietor of Frank P. Gilman, P.A. I have been involved in the practice of law since 1991. I began my legal career in the employment of my father, David R. Gilman. In my private practice, I represent individuals with a wide variety of legal issues. I assist individuals facing prosecution of felony, misdemeanor and traffic related matters. I also represent people facing divorce and other family law related issues. I regularly appear in district and municipal courts through Johnson, Wyandotte, Douglas and Miami counties. Presently I have one full time and one part time paralegal assisting me with my practice.

Fax: (913) 381-2332

In an attempt to expedite the process and duration of each court docket, I make myself available throughout each day to communicate with attorneys and other witnesses in order to resolve and reduce the caseload. I began accepting attorney initiated plea bargaining for minor traffic offenses through the mail. Police officers and staff of the Roeland Park Police Department have complete access to me through phone (home, office and cell), text and email to discuss all issues with them.

I have no pending litigation against me individually or against my law firm, nor are there any pending complaints against me with the Kansas Disciplinary Administrator's Office.

Finally, I grew up in Mission, Kansas, and graduated from Shawnee Mission North High School. I graduated from Kansas University and Creighton University School of Law. Following law school, I married and moved to Roeland Park. I was twice elected to the city council to serve the residents of Roeland Park. I believe that experience provides me with a unique view. I look forward to the opportunity to continue to serve the city. I am available to meet with you, the mayor or any other person necessary to discuss the open position and my qualifications.

Enclosed you will find a list of references, one reference letter and my resume for your review. Thank you for your consideration.

Frank P. Gilman

Enclosures

REFERENCES

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John Harvell, Municipal Judge

Betina Jamerson, Court Clerk City of Prairie Village City of Mission Hills 7700 Mission Rd. Prairie Village, KS 66208 913-385-4680 Kathy Thomas Administrative Assistant to James Franklin Davis, District Judge Johnson County District Court Olathe, KS 66051 913-715-5000

John Morris, Chief of Police City of Roeland Park 4600 W. 51st Street Roeland Park, KS 66208 913-677-3363 Officer Mark Babcock City of Roeland Park 4600 W. 51st Street Roeland Park, KS 66208 913-677-3363



TRAFFIC COURT 7700 MISSION ROAD PRAIRIE VILLAGE, KANSAS 66208 385-4680 VIOLATION BUREAU 7700 MISSION ROAD PRAIRIE VILLAGE, KANSAS 66208 385-4680

February 11, 2013

To Whom It May Concern,

Frank Gilman has served as Judge Pro Tempore for the Mission Hills Municipal Court on numerous occasions. It's always a pleasure to have Frank serve as our Judge because he is very professional and knowledgeable in the law. Frank is always patient with defendants, he explains the charges against them, advises them of the possible penalties and their plea options, and is fair and just in the application of the law.

As Judge Pro Tempore Frank reviews and signs bench warrants for failure to appear. He is very thorough in his review and does not hesitate to question the validity or content of a warrant.

The Mission Hills Court is mostly paperless and court is conducted on laptops. Frank received minimal training on our court software, yet he was able to quickly pick up the process and does very well even when he has not been here for several dockets. He maneuvers through the information in the citation, the related documents, and the courtroom docket with ease.

The Court Clerks, and myself, have the utmost respect for Frank. He is principled, fair, knowledgeable and a pleasure to work with.

Respectfully,

Bettina Jamerson

Court Administrator

Prairie Village/Mission Hills

Municipal Court

FRANK P. GILMAN

9421 Ensley Lane Leawood, KS 66206 (913) 381-6342 7270 W. 98th Terrace Building 7, Suite 200 Overland Park, KS 66212 (913) 381-5280

frankg@gilmanlawoffice.com

www.gilmanlawoffice.com

PROFESSIONAL EXPERIENCE

• Law Office of David R. Gilman

1991 to 2000

• Gilman Law Office - Frank P. Gilman P.A.

2000 to present

Duties include representation of individuals with a wide range of situational problems requiring assistance and advice. Representation includes felony, misdemeanor and traffic related matters. Other areas of practice include family law, juvenile law and personal injury. Appearances in local municipal courts and Kansas district courts have resulted in many successful trials to the court as well as jury trial experience.

Roeland Park City Prosecutor

2001 to present

Represent the interest of the City of Roeland Park, Kansas in the prosecution of traffic and misdemeanor matters, as well as property code violations. Coordinate with court staff, police officers and the police department to expedite and facilitate docket resolution. Communicate with witnesses and negotiate with attorneys. Trial preparation and conducting trials through the presentation of evidence.

Pro Tem Services

1996 to present

District Court Judge, Pro Tem, for the Tenth Judicial District of the State of Kansas criminal and civil divisions. Municipal Court Judge, Pro Tem, for the City of Mission Hills, Kansas. Services have been performed as needed.

City Council Representative

1992 to 1996

Twice elected to serve on the Roeland Park City Council, serving as Council President from 1993 through 1996. Serving and leading several committees including Police, Public Works, Finance and Administration. Budget formation and approval, redevelopment issues, employee related matters and long range planning were significant aspects of my tenure.

ACADEMIC

- University of Kansas, B.S. Business 1986
- Creighton University School of Law, Juris Doctor 1990

Item Number: New Business- VIII.-C.

Committee 11/21/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 10/28/2022

Submitted By: Donnie Scharff, Director of Public Works

Committee/Department: Public Works

Title: Approve 2023 CARS Agreement with Johnson County for 48th

St Project (5 min)

Item Type: Agreement

Recommendation:

Staff recommends approval for the 2023 CARS Agreement with Johnson County for the 48th St Street Project.

Details:

Attached is the agreement with Johnson County for the 2023 CARS project along 48th St from Roe Blvd to Roe Lane. In order to receive the CARS funds allocated to this project JOCO requires the recipient to execute this standard agreement. We do this for each project supported by CARS funds. The amount of CARS funding reflected in the agreement is slightly less than the amount requested in our 5-year CARS funding submittal.

This project entails spot sidewalk replacement, mill & overlay of the street as well as spot curb repair will be included in the project. Construction of the improvements will be contained within the city ROW so we will not need to acquire temporary construction easements for this project.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description Type

□ 48th St CARS Agreement with Johnson County Cover Memo

Agreement between Johnson County, Kansas, and the City of Roeland Park, Kansas, for the Public Improvement of 48th Street from Roe Boulevard to Roe Lane (320001392)

THIS AGREEMENT, made and entered into this	day of	, 202_
by and between the Board of County Commissioners of Johns	son County, Kansa	s ("Board") and the
City of Roeland Park, Kansas, ("City").		
WITNESSETH:		
WHEREAS, the parties have determined that it is in th	e best interests of t	he general public in
making certain public improvements to 48th Street from Roe I	Boulevard to Roe L	Lane (the "Project");
and		
WHEREAS, the laws of the State of Kansas author	rize the parties to	this Agreement to
cooperate in undertaking the Project; and		
WHEREAS, the governing bodies of each of the part	ties have determine	ed to enter into this
Agreement for the purpose of undertaking the Project, pursuant	to K.S.A. 12-2908	and K.S.A. 68-169,
and amendments thereto; and		
WHEREAS, the Project has been approved, authoriz	ed, and budgeted	by the Board as an
eligible project under the County Assistance Road System ("C	'ARS") Program; a	and
WHEREAS, the Board has, by County Resolution N	o. 106-90, authoriz	zed its Chairman to
execute any and all Agreements for County participation in a	ny CARS Progran	n project which has
been approved and authorized pursuant to the Policies and Gu	idelines adopted b	y the Board and for
which funding has been authorized and budgeted therefore; an	d	
WHEREAS, the governing body of the City did appro	ove and authorize it	ts Mayor to execute

this Agreement by official vote on the _____ day of ______, 202_.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. Estimated Cost and Funding of Project

- a. The estimated cost of the Project ("Project Costs"), a portion of which is reimbursable under this Agreement, is Two Hundred Fifty Eight Thousand Dollars (\$258,000).
- b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.
- c. The Project Costs shall be allocated between the parties as follows:
 - i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Seventy Seven Thousand Dollars (\$77,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:
 - 1. Land acquisition, right-of-way acquisition, or utility relocation;
 - Legal fees and expenses, design engineering services,
 Project administration, or financing costs;

- Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
- 4. Project overruns;
- Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
- 6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.
 - further understood and It is agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.
- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are onhand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.
- 4. Administration of Project. The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:
 - a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
 - b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
 - c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
 - d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
 - e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, ("Finance Director") cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the City of Roeland Park shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Roeland Park harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.
- 7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

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

Board of County Commissioners of Johnson County, Kansas	City of Roeland Park, Kansas				
Ed Eilert, Chairman	Mike Kelly, Mayor				
Attest:	Attest:				
Lynda Sader Deputy County Clerk	City Clerk				
Approved as to form:	Approved as to form:				
Robert A. Ford Assistant County Counselor	City Attorney				
Assistant County Counscion					

Item Number: New Business- VIII.-D.

Committee 11/21/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 11/17/2022 Submitted By: Keith Moody

Committee/Department: Finance

Title: 2023 IT Agreement with Johnson County DTI (5 min)

Item Type: Agreement

Recommendation:

Staff recommends renewal of the Information Technology service agreement with Johnson County DTI for 2023.

Details:

Attached is the proposed 2023 agreement with Johnson County Department of Technology and Innovation for IT services. The service contract includes server support, application support, data management and backups, network monitoring and administration, data and internet security including anti-virus, help desk support, and virtual server hosting. The total fee for 2023 is \$31,889.23 (2022 was \$31,244). Three additional lap tops were added between the 2022 and 2023 agreement. The contract reflects a 2% increase from 2022.

Staff supports moving forward with Johnson County providing us with IT support. The DTI charge in 2022 would equate to approximately 1/3 of a full time IT employee with benefits. In addition, DTI has a team of employees within each division of the department that can and will respond to any service needs.

In addition, the City is now on the County's fiber network and receives fiber internet service and phone service from the county at no cost. We previously paid \$16,200 annually for phone and internet service through Consolidated Communications, this represents a significant cost savings, which would not be available to the City if we did not use the County's IT services.

Financial Impact

A	Amount of Request: \$31,889.23

Budgeted Item?	Budgeted Amount: \$31,542
Line Item Code	Description: 5218.101 IT & Communications

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description Type

Renewal of IT Service Agreement with DTI Cover Memo

RENEWAL OF INFORMATION TECHNOLOGY SERVICES AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS AND THE CITY OF ROELAND PARK, KANSAS

THIS RENEWAL OF INFORMATION TECHNOLOGY SERVICES AGREEMENT ("Renewal") is made and entered into this ___ day of _____, 2022 by and between the City of Roeland Park, Kansas ("City") and the Board of County Commissioners of Johnson County, Kansas ("County").

WITNESSETH:

WHEREAS, the City and the County entered in that certain Information Technology Services Agreement dated April 12, 2012, regarding the provision of information technology services, as amended by that certain Amendment to Information Technology Services Agreement dated June 16, 2014, and which was subsequently renewed (the original agreement, the amendment, and all previous renewals are collectively referred to as the "Agreement"); and

WHEREAS, the City and the County desire to renew and amend the Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and pursuant to and in accordance with the statutory authority vested in the City and the County, the parties hereto agree as follows:

- 1. <u>Renewal</u>. The City and the County hereby agree that the Agreement shall be, and hereby is, renewed and extended for an additional term from January 1, 2023 through December 31, 2023 ("Renewal Term").
- 2. Services. During the Renewal Term, the County agrees to provide the services set forth in Exhibit A and the City agrees to share in the costs of those services by paying the amounts set forth in Exhibit A, which are the annual costs of the services. The prices stated in Exhibit A are based on the number of supported employees stated therein. If the total number of supported employees increases or decreases by 4 or more, then the total cost of this Agreement will be adjusted for the remainder of the contract period (pro-rated at the rate of \$1,060 per employee per year plus the cost of licenses). It is the responsibility of the City to report the changes in number of supported employees to the County. These rates are valid for the Renewal Term and are valid only if the City obtains and maintains a highspeed data connection of at least 10mb between the City's facility and any County facility on its highspeed network. The County reserves the right to raise these rates if the City fails to obtain and maintain high speed connectivity. The City agrees to pay the costs set forth in Exhibit A on a quarterly basis commencing upon execution of this Renewal. The City agrees to adhere to the County security policies, procedures, and processes, including to allow scanning of any devices attached to the Johnson County network. Services also include software patching and updates usually free (ex: Microsoft/Adobe) and necessary to appropriately maintain devices. It does not include version upgrades to the Microsoft Operating System, which are periodically necessary and may require additional support hours. Software Management, including the purchase and maintenance of software licenses and license installation keys, is the responsibility of the City. The City must notify the County of increased need for bandwidth. The County reserves the right to limit bandwidth as necessary to support priority business needs.

3. <u>Additional Services</u>. The parties agree that during the Renewal Term, if the City requests additional professional services that are not included in the services set forth in Exhibit A, then the County's hourly rates for such services shall be as follows:

Tier 1 Support per hour	\$56.65	Support Center
Tier 2 Support per hour	\$77.25	Systems, Phone, Network, Applications
Consulting per hour	\$92.70	Security, Project Management
DBA Support per hour	\$92.70	Data Administration

- 4. <u>Agreement Effective</u>. Except as expressly modified by this Renewal, the terms and provisions of the Agreement shall remain unchanged and in full force and effect.
- 5. The City shall protect, defend, indemnify, and hold harmless the County, its officers, employees and agents free from any and all claims, losses, penalties, damages, settlements, costs charges, professional fees, or other expenses or liabilities of every kind and character arising from or in any way related to the negligent or intentional act, error or omission of the City, its officers, employees or agents, in performing under, arising from, or related to this Agreement.
- 6. The County is not responsible for providing insurance or self-insurance for the benefit of the City. For this reason, it is recommended that the City shall, at all time during the term of this Agreement and for not less than three (3) years after the expiration or termination thereof, maintain Data Privacy & Security (Cyber) insurance, with limits not less than \$1,000,000 per claim and aggregate, underwritten by an insurance company authorized to write insurance in the state of Kansas. City shall furnish a Certificate of Insurance to the County at the time of execution of this Agreement and within five (5) days of the date of renewal of this insurance. Certificate Holder shall be, Board of County Commissioners, Johnson County, Kansas, c/o Risk Manager, 111 S. Cherry Street, Suite 2400, Olathe, KS 66061. If City does not carry the above referenced Cyber insurance, City shall be responsible for the cost of and hold County harmless for any resulting damages and costs arising from any data breach incident or claim that would otherwise be covered by Cyber insurance.
- 7. The County expressly disclaims any express or implied warranties, representations or endorsements regarding any data, information, services or products provided in connection with, included in, or regarding this Agreement. No advice or information given by County officers, employees, agents or contractors shall create a warranty.
- 8. All County employees providing services on behalf of the County under this Agreement shall remain employees of the County for all purposes and shall not be deemed employees of the City under any circumstances. Similarly, all employees of the City coordinating with or providing any assistance to the County in the performance of services under this Agreement shall remain employees of the City for all purposes and shall not be deemed employees of the County under any circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be executed in two (2) counterparts by their duly authorized representatives and made effective the day and year first above written.

CITY OF ROELAND PARK, KANSAS	BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS
By Mike Kelly, Mayor	By William P. Nixon, Jr. Chief Information Officer
Date	Date
	APPROVED AS TO FORM:
	Ryan Haga, Assistant County Counselor
	Date

[Remainder of page intentionally left blank]

EXHIBIT A – SERVICES

# Full Time Users # Part Time Users (<4 hrs) # Devices # of Servers	City of Roeland Park - Description of Services	City 10 9 22 3	Police 15 6 15 3
Systems	Server support - Remote monitoring, Server Operating System support, server backups, server patching and print management. O365 Email support; Active Directory support and maintenance.	\$4,099.29	\$6,630.16
Application Support	DTI will interface with the Sire application vendor support to assist with problem resolution and/or application upgrades. Additional application assistance available at the hourly rates provided above.	n/c	n/c
Data Management	DTI will provide regular monitoring of the Sire database backups and identify problems as they occur. DTI will work with Sire support to assist with problem resolution. Additional Data Management assistance is available at the hourly rates listed above.	n/c	n/c
Network	Network monitoring - Including all network systems, core appliances and switches. Network administration and support - Review of event logs and implementation of manufacturer-recommended firmware updates for routers and switches. Network hardware replacement - Identify and recommend network hardware replacements, assisting with the installation as required and needed. Internet Connection including Staff and Guest WiFi	\$2,196.04	\$3,551.86
Security	Firewall and VPN Management - Monitor, maintain and support the clients firewall and current VPN system. Provide firewall security reviews upon request, limit 1 annually, to address best practices in controls. Network Security Monitoring and Intrusion-Prevention Services – Monitor internal and external network traffic to identify malicious activity and block and/or report on activity dynamically based upon County security best practices. Anti-Virus and Threat Management - Monitor, maintain and support the client's anti-virus to ensure AV signatures are current and active across all devices. Internet filtering per County best practices	\$2,196.04	\$3,551.86
Support Center – Help Desk	Provides a single point of contact, by phone or email, to report and record incidents and to facilitate the restoration of county standard devices and normal IT operational services. The Support Center provides Tier 1 remote desktop support as requested M-F, 7:30-5:00 (excludes official holidays) and provides on-call support, after normal business hours,for emergency outages (escalated to Tier 2 support).	\$1,878.87	\$3,038.87
Sub Total for City and Police		\$10,370.24	\$16,772.74
Virtual Server Hosting & Other	Virtual servers (3 @ \$500 annually for ea City & PD) Sire and RoelandPark.net & RoelandPark.org domain renewals	\$1,560.00	\$1,500.00
Software**	Check Point Licenses - 37 @ \$30 ea and 6 @ \$5	\$675.00	\$465.00
	Lansweeper licenses - 37 @ \$1.25 ea (desktop only)	\$27.50	\$18.75
Other	Contract Administration Fee	\$250.00	\$250.00
Subtotal		\$12,882.74	\$19,006.49
Total Managed Services		\$31,8	89.23

^{*} Standard Support: Monday-Friday 7:30a-5pm; Emergency on-call phone support available as-needed

**City is responsible for software management including the purchase & maintenance of software licenses and

license installation keys not identified above. DTI will not install or transfer unsupported or unlicensed software.

Item Number: Reports of City Officials:- XI.-A.

Committee 11/21/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 11/1/2022
Submitted By: Keith Moody
Committee/Department: Finance

Title: 3rd Quarter Financial Report (5 min)

Item Type:

Recommendation:

Informational, no actions anticipated.

Details:

Attached is the 3rd Quarter 2022 Financial Report along with the CERI report for the month ended 9/30/22.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description Type

3rd Quarter 2022 Financial Report

Cover Memo

□CERI 9-30-22 Indicators MemoCover Memo□CERI Indicators for 9-30-22Cover Memo□Roeland Park Financials for 9-30-22Cover Memo



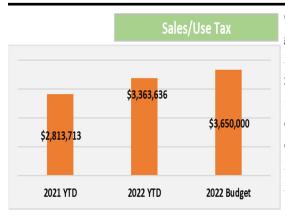
3rd Quarter 2022

KEY REVENUE INDICATORS OVERVIEW—ALL FUNDS

The ad valorem tax revenues are derived from taxes levied on real property, personal property and state assessed utilities. This is one of the largest revenue sources for the City of Roeland Park, with ad valorem taxes levied for the General and Bond Funds. Property tax collections through the 3rd Quarter are right at the amount budged for 2022, this is normal as we generally receive almost all of the property

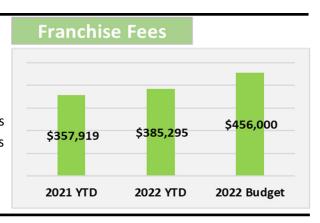


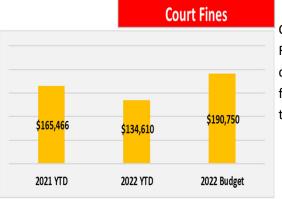
taxes levied by the end of Q3. The increase is attributable to the increase in taxable value between 2021 and 2022.



Combined, sales taxes, excluding those in TDDs and the CID, are 20% greater than in 2021 YTD. This is significant, especially in light of 2021 and 2020 figures seeing unprecedented growth year over year. For example Sales tax collections set a 5 year high in 2020. A return to pre-pandemic numbers was anticipated in 2022 with businesses returning to normal operation. Increases in 2021 were due in part to the increase in the capital improvement sales tax, which began being collected in Q2 of 2021. YTD collections stand at 92% of the 2022 Budget (very positive with 25% of the year remaining).

Franchise agreements are long term and result in payments to the City of 5% of gross receipts. All franchise fee revenues are credited to the General Fund. Collections are 8% higher than they were in 2021 and amount to 84% of the 2022 budget (positive pace as Q4 tends to be a larger collection quarter). The chart reflects collections to date of franchise fees. Telecommunications related franchise fees continue to decline.





Court fines and fees represent only about 7% of General Fund revenue. Fines are down 19% from 2021 and 2021 figures were down from 2020 due to the implementation of a 2021 Objective directed at reducing fines. Q3 collections equate to 71% of the 2022 budget which is not on track since Q4 tends to have less criminal activity (weather driven).

Positive CAUTION

NEGATIVE



3rd Quarter 2022

ALL BUDGETED FUNDS ACTUAL COMPARED TO BUDGET

As is generally the case revenues are running ahead of a standard 75% through the end of Q3 for those funds that receive property taxes (General Fund, Bond/Interest Fund, and three TIF funds). The two TDD funds are running ahead of 75% due to sales tax collections overall being better than budgeted. The Property Owner Association accounting activity has been completed already resulting in that fund reflecting 100% of budget. The Equipment and Building Reserve Fund budget contemplates receiving proceeds from the sale of The Rocks and that transaction has not yet occurred.

Expenditures are running behind a standard 75% through the end of Q3, as is generally the case. The Community Center Fund and Equipment/Building Reserve Funds are ahead of 75% due to major capital investments already occurring. The transactions accounted for in the Property Owners Association Fund are entirely complete for 2022.

Fund	TD Actual Revenues		2 Budgeted Revenues	Difference	% of Total Budget
General Fund	\$ 5,739,992	\$	6,307,835	\$ (567,843)	91%
Bond & Interest Fund	\$ 512,067	\$	587,620	\$ (75,553)	87%
Aquatic Center Fund	\$ 276,923	\$	293,981	\$ (17,058)	94%
Street and Highway Fund	\$ 1,050,241	\$	2,711,980	\$ (1,661,739)	39%
Community Center Fund	\$ 399,589	\$	413,267	\$ (13,678)	97%
Special Infrastructure 27 - D	\$ 1,021,475	\$	1,178,000	\$ (156,525)	87%
Equipment & Bldg Reserve Fund	\$ 40,558	\$	1,457,428	\$ (1,416,870)	3%
TIF 1A/B - Bella Roe / Walmart	\$ 1,216,523	\$	833,015	\$ 383,508	146%
TDD#1 - Price Chopper	\$ 225,352	\$	270,573	\$ (45,221)	83%
TDD#2 - Lowes	\$ 125,605	\$	150,176	\$ (24,571)	84%
CID #1 - RP Shopping Center	\$ 8,483	\$	33,655	\$ (25,172)	25%
TIF 2A/D - McDonalds / City Hall	\$ 18	\$	-	\$ 18	
TIF 3C - Old Pool Area	\$ 351,626	\$	363,073	\$ (11,447)	97%
Property Owners Association	\$ 33,847	\$	33,847	\$ -	100%
American Rescue Act	\$ 510,325	\$	510,325	\$ -	100%
TOTAL Fund	 11,512,625 /TD Actual	4.75	15,144,776 22 Budgeted	\$ (3,632,151) Difference	76% % of Total Budget
General Fund	\$ 4,021,756	\$	6,501,802	\$ (2,480,046)	62%
Bond & Interest Fund	\$ 20,953	\$	584,970	\$ (564,017)	4%
Aquatic Center Fund	\$ 226,009	\$	374,431	\$ (148,422)	60%
Street and Highway Fund	\$ 737,057	\$	2,552,467	\$ (1,815,410)	29%
Community Center Fund	\$ 1,122,068	\$	1,170,566	\$ (48,498)	96%
Special Infrastructure 27 - D	\$ 622,274	\$	1,287,000	\$ (664,726)	48%
Equipment & Bldg Reserve Fund	\$ 1,148,969	\$	1,143,895	\$ 5,074	100%
TIF 1A/B - Bella Roe / Walmart	\$ 6,632	\$	368,118	\$ (361,486)	2%
TDD#1 - Price Chopper	\$ 152,600	\$	270,000	\$ (117,400)	57%
TDD#2 - Lowes	\$ 73,700	\$	149,000	\$ (75,300)	49%
TIF 2A/D - McDonalds / City Hall	\$ 10,152	\$	24,027	\$ (13,875)	42%
TIF 3C - Old Pool Area	\$ 13,466	\$	76,000	\$ (62,534)	18%
Property Owners Association	\$ 31,945	\$	31,875	\$ 70	100%
American Rescue Act	\$ 54,983	\$	587,246	\$ (532,263)	9%
TOTAL	\$ 8,242,564	\$	15,121,398	\$ (6,878,834)	55%

ROELAND PARK

3rd Quarter 2022

GENERAL FUND SUMMARY

REVENUE

General Fund revenue collected through Q3 of 2022 is \$5,727,832. The City has collected 91% of projected revenues 75% of the way through the year. This is common due to nearly all of property taxes being received by Q3. Franchise Fees, Intergovernmental revenues and Sales Taxes are all running ahead of budget (indicating a strong economy). Licenses and Permits are under budget and reflect a decline in construction activity compared to prior years. As noted on page 1, Fines are down due to fewer citations being issued. Other Sources/Interest income is at 31% of budget. Transfers-In will match the budget figure by year end, capital investment resources transferred to the Community Center in 2021 are being returned to the General Fund due to those capital projects costing less than anticipated.

Department	YTD Actuals		2022 Budget		Difference	% of Total Budget	
SEGINNING FUND BALANCE	\$ 2,995,246	\$	2,995,245	\$	(1)		
Revenues							
Property Taxes & Assessments	\$ 3,040,398	\$	3,009,730	\$	(30,668)	101%	
Franchise Taxes	\$ 385,295	\$	456,000	\$	70,705	84%	
Intergovernmental	\$ 193,682	\$	227,433	\$	33,750	85%	
Sales Tax	\$ 1,522,392	\$	1,655,327	\$	132,935	92%	
Licenses and Permits	\$ 92,018	\$	160,550	\$	68,532	57%	
Fines and Forfeitures	\$ 134,610	\$	190,750	\$	56,140	71%	
Other/Interest Income	\$ 328,323	\$	422,227	\$	93,904	78%	
Transfer-In	\$ 31,114	\$	174,819	\$	143,705	18%	
OTAL REVENUES	\$ 5,727,832	\$	6,296,835	\$	569,003	91%	
expenditures							
General Overhead	\$ 1,016,256	\$	1,816,233	\$	799,977	56%	
Police	\$ 870,198	\$	1,385,130	\$	514,932	63%	
Court	\$ 74,127	\$	124,902	\$	50,775	59%	
Neighborhood Services	\$ 98,721	\$	150,530	\$	51,809	66%	
Administration	\$ 274,664	\$	374,170	\$	99,506	73%	
Public Works	\$ 419,060	\$	754,208	\$	335,148	56%	
Employee Benefits	\$ 773,931	\$	1,134,272	\$	360,341	68%	
City Council	\$ 38,949	\$	63,930	\$	24,981	61%	
Parks and Recreation	\$ 64,884	\$	110,738	\$	45,854	59%	
Solid Waste	\$ 375,651	\$	583,690	\$	208,039	64%	
OTAL EXPENDITURES	\$ 4,006,440	\$	6,497,802	\$	2,491,362	62%	
NCREASE/DECREASE TO FUND BALANCE	\$ 1,721,392	\$	(200,967)				
NDING FUND BALANCE	\$ 4,716,638	\$	2,794,278				

GENERAL FUND SUMMARY (CONT.)

ROELAND PARK

3rd Quarter 2022

EXPENDITURES

General Fund expenditures are \$4 million YTD, or 62% of budgeted expenditures. Expenditures per department are running under the standard 75% through Q3.

INVESTMENT SUMMARY

Starting in December 2015 the City began to invest its idle cash using Columbia Capital Management as the City's asset managers. The City's initial investment was \$2,423,718. The City now has a total of \$15,546,729 actively invested. Cash in excess of what is needed for capital projects and debt has been reinvested in the City's portfolio. Interest is paid at maturity. The yield to maturity is the appropriate performance measure for City investments as the City holds investments to maturity. Performance in 2022 reflects accrued interest of \$31,442 and received interest of \$51,803. Total fees paid to Columbia Capital through Q3 is \$13,666. This is charged quarterly and based on a three-month average balance charged at a 0.18% annual rate. Current net earnings from our investment account is \$368,708.

The City will be paying the balance on a number of capital projects as well as the potential purchase of a new Public Works site during Q4. Investments maturing in Q4 (\$3 million) will not be reinvested and those resources will be used to cover planned capital expenditures.

	Pooled	Cash an	d Investments	
Type of Invest-				
ment	Actual %		Market Value	Yield to Maturity
Municipal Bond	ls	0%	-	
Agency Securiti	es	86%	13,383,754.06	1.60%
Treasury Notes		5%	750,671.84	2.60%
Subt	otal	91%	14,134,425.90	
Cash and Cash	Equivalents			
US Bank		6%	906,354.13	0.00%
TD Ameritrade		0%	9,474.64	0.00%
Treasury Bills		3%	496,474.00	0.00%
Subt	otal	9%	1,412,302.77	
T. I. I. D 16 11		4000/	45 546 720 67	
Total Portfolio		100%	15,546,728.67	

3rd Quarter Treasurer's Report



3rd Quarter 2022

SUMMARY

Cash balances stand at just under \$1 million at the end of Q3. Payments on capital construction projects have drawn down the balance this quarter. Investments maturing in Q4 will add to the cash balance and be used to continue paying on capital projects finishing up in Q4 as well as starting in Q4 (the Community Center Renovation).

Funds	6/30/2022 Balance	Receipts	Disbursements	9/30/2022 Balance
General Fund	\$ 477,120.73	\$ 1,068,094.47	\$ 1,293,870.45	\$ 251,344.75
Bond & Interest Fund	108,967.89	50,035.61	93,632.63	65,370.87
Aquatic Center Fund	5,177.14	94,724.04	83,379.87	16,521.31
Special Street Fund 27 - A	341,065.48	325,047.24	599,916.11	66,196.61
Community Center Fund 27 - C	9,027.91	265,214.81	241,829.85	32,412.87
Special Infrastructure 27 - D	30,482.98	433,682.04	442,173.92	21,991.10
Equipment & Bldg Reserve Fund	6,065.15	25,691.26	(7,761.95)	39,518.36
TIF 1A/B - Bella Roe / Walmart	136,936.29	-	(65,299.73)	202,236.02
TDD#1 - Price Chopper	34,856.55	80,103.20	21,599.99	93,359.76
TDD#2 - Lowes	15,997.03	49,144.98	14,100.01	51,042.00
CID #1 - RP Shopping Center	6,868.36	-	(78,087.70)	84,956.06
TIF 2A/D - McDonalds / City Hall	867.01	-	-	867.01
TIF 3C - Old Pool Area	121,227.80	-	96,730.54	24,497.26
American Rescue Act	510,850.41	-	502,087.50	8,762.91
Property Owners Association Cash	26,013.51	-	(10.00)	26,023.51
	\$ 1,831,524.24	\$ 2,391,737.65	\$ 3,238,161.49	\$ 985,100.40

ROELAND PARK

3rd Quarter 2022

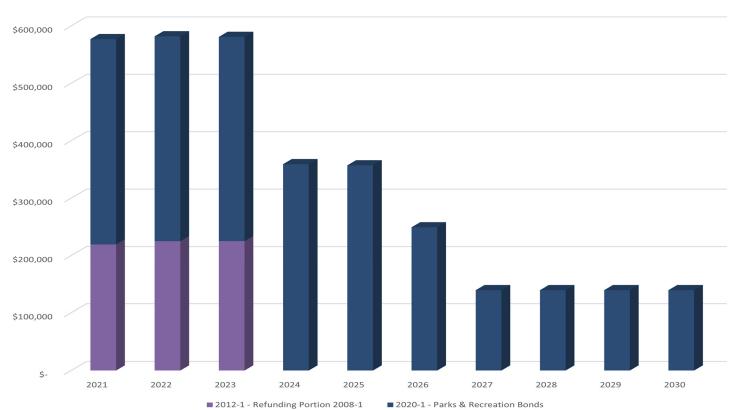
DEBT SUMMARY

To date one of two semi-annual interest payments have been made on our outstanding G.O. debt. The second interest payment and principal payment will occur in December.

Debt Issue	Approved by Council	Date Issued	Original Amount	Interest Rate	1/1/2022 balance (w/interest)	Expiration Date	2022 Total Payment
General Obligation Bonds:							
2012-1 Bond Issues:	Various, see						
Refunding Portion 2008-1	original						
(streets/stormwater)	issue	May-12	\$1,970,000	.65-2.4	\$673,716	12/1/2023	\$225,118
2020-1 Bond Issue:							
Refunding of 2010-1 and							
2011-2, R Park and Pool							
Improvements	2020	Sep-20	\$214,209	1.51	\$2,234,698	12/31/2030	\$356,752
					\$2,908,414		\$581,870
Revenue Bonds:	*Debt service res	ources are limited t	to TDD revenues r	eceived - City is	s not liable for debt		
Transportation Development							
District:	*The interest pay	ments due are unk	nown as they are	determined by	y the trustee as debt is I	repaid. The balance fo	or TDDs reflect princ
Sales Tax Revenue Bonds,		N 05	42 FFF 000	4 50 5 075	64 770 470	42/4/2025	64 770 470
2005 and 2006A - Price		Nov-05	\$3,555,000	4.50-5.875	\$1,770,473	12/1/2025	\$1,770,473
Sales Tax Revenue Bonds,							
2006A - Price							
Chopper/Shopping Center		Jan-06	\$1,090,000	5.875	\$644,455	12/1/2025	\$644,455
Sales Tax Revenue Bonds.							
2006B - Lowe's		May-12	\$1,690,000	E 125-E 97	\$663,139	12/1/2025	\$663,139
2000b - LOWC 3		ivia y*12	\$1,050,000	5.125-5.07	2003,139	12/1/2025	7003,133
					40.000		40 000 00
					\$3,078,067		\$3,078,067.00

Roeland Park Debt Service - 2021 - 2030

Bond & Interest Fund

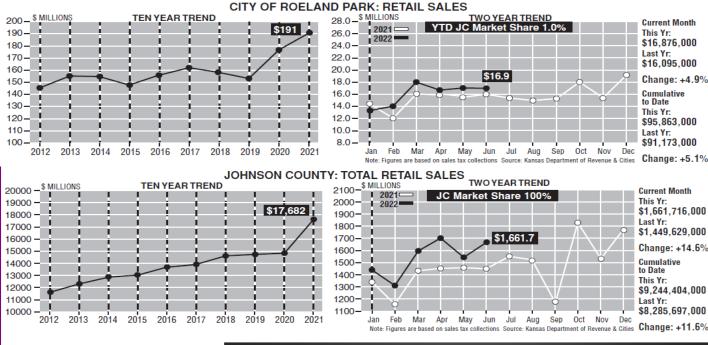




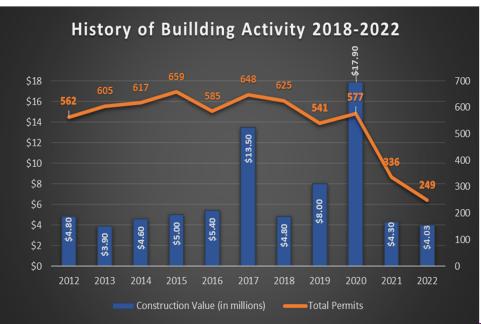
3rd Quarter 2022

COMMUNITY STATISTICS

Retail Sales: The County Economic Research Institute (CERI) provides information for all cities in Johnson County. CERI has provided retail sales figures through June 2022 which shows a 5.1% increase for Roeland Park compared to year to date June of 2021. This is an unprecedented year of year growth for Roeland Park, what makes this even more unusual is that this is the 3rd year in a row that Roeland Park has experienced abnormally high growth in retail sales. Historically retail sales growth has been around 1%, driven by rising prices. Abnormally high inflation during the past two years is likely the contributing factor to this continued trend. Johnson County's retail sales growth is even higher, in part due to new retail businesses being added throughout the County. Attached is the latest CERI report.



Building Permits: Through Q3 of 2022, the City has issued 249 building permits at a value of approximately \$4 million. The value is comparable to most normal years, the volume is however down, an indication that the projects are more substantial compared to prior years. 1 new single family home has been permitted YTD (this is average). Permit volume and value are indicators of a communities economic health.





To: Subscribers, Johnson County Indicators

From: Doug Davidson, CERI Inc.

Date: September 16, 2022

Subject: Selected Data Analysis, September 2022 Edition of the Johnson County Indicators

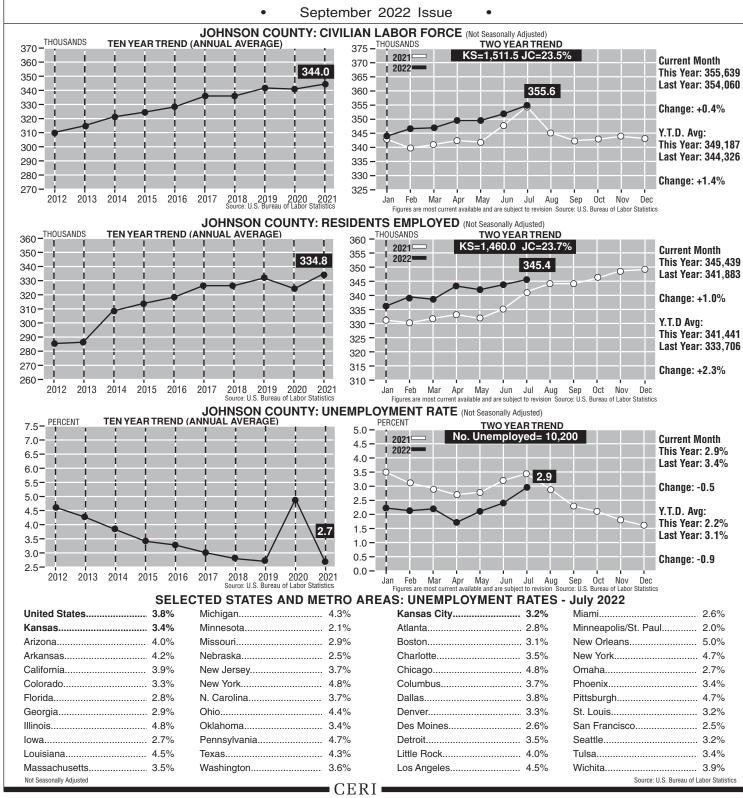
LABOR FORCE AND EMPLOYMENT	
Johnson County Labor Force, July 2022	355,639
Average Labor Force same month previous 5 years	
Largest number same month previous 5 years	
Smallest number same month previous 5 years	
Johnson County Residents Employed, July 2022	
Average number of Residents Employed same month previous 5 years	
Largest number same period previous 5 years	
Smallest number same period previous 5 years	
Unemployment rate, July 2022	2.9%
Average unemployment rate same month previous 5 years	
Highest unemployment rate same month previous 5 years	
Lowest unemployment rate same month previous 5 years	
RESIDENTIAL REAL ESTATE	
Number of Johnson County homes sold by realtors, July 2022	1.028
Average number of homes sold same month previous 5 years	
Largest number same month previous 5 years	
Smallest number same month previous 5 years	
Number of Johnson County homes sold by realtors, year-to-date, 2022	6,125
Average number of homes sold same period previous 5 years	6,632
Largest number same period previous 5 years	
Smallest number same period previous 5 years	
Real (inflation-adjusted) change in price of homes sold from July 2021 to July 2022.	+5.8%
Average real annual change in price of homes sold same period previous 5 years	+5.5%
SINGLE-FAMILY RESIDENTIAL BUILDING PERMITS	
Number of single-family building permits issued, July 2022	147
Average number of single-family building permits issued same month previous 5 years	
Largest number same month previous 5 years	
Smallest number same month previous 5 years	154 (2020)
Number of single-family building permits issued year-to-date, 2022	
Average number of single-family building permits issued same period previous 5 years	
Largest number same period previous 5 years	
Smallest number same period previous 5 years	897 (2019)

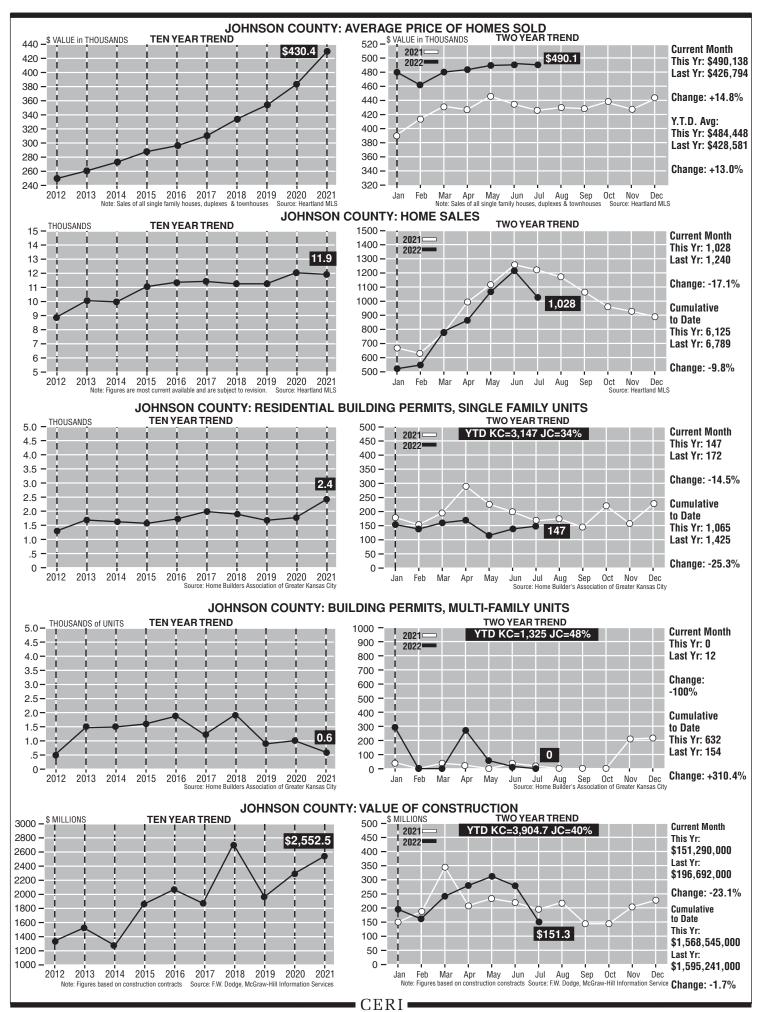
MULTI-FAMILY RESIDENTIAL BUILDING PERMITS	
Number of multi-family building permits issued, July 2022	<i>0</i>
Average number of multi-family building permits issued same month previous 5 years	
Largest number same month previous 5 years	
Smallest number same month previous 5 years	
	,
Number of multi-family building permits issued year-to-date, 2022	632
Average number of multi-family building permits issued same period previous 5 years	
Largest number same period previous 5 years	
Smallest number same period previous 5 years	
VALUE OF CONSTRUCTION	
Total value of construction contracts let year-to-date through July 2022	\$1.568.545.000
Average real (inflation-adjusted) value of construction contracts same period previous 5 ye	
Largest real (inflation-adjusted) value same period previous 5 years	
Lowest real (inflation-adjusted) value same period previous 5 years	
Lowest real (initiation adjusted) value same period previous 5 years	. ψ1,270,030,000 (2017)
Value of Non-Residential construction contracts let year-to-date	\$669,097,000
Average real (inflation-adjusted) value of construction contracts same period previous 5 ye	ears\$628,424,000
Largest real (inflation-adjusted) value same period previous 5 years	\$821,651,000 (2018)
Lowest real (inflation-adjusted) value same period previous 5 years	
Value of Residential construction contracts let year-to-date	\$712,662,000
Average real (inflation-adjusted) value of construction contracts same period previous 5 ye	
Largest real (inflation-adjusted) value same period previous 5 years	
Lowest real (inflation-adjusted) value same period previous 5 years	\$607,328,000 (2019)
Value of Non-Building construction contracts let year-to-date	\$156.786.000
Average real (inflation-adjusted) value of construction contracts same period previous 5 ye	
Largest real (inflation-adjusted) value same period previous 5 years	
Lowest real (inflation-adjusted) value same period previous 5 years	
Zowest real (initiation adjusted) value same period previous s years	470,100,000 (2017)
TAXABLE RETAIL SALES	
Total taxable retail sales year-to-date through June 2022	\$9,244,404,000
Real (inflation-adjusted) change in retail sales YTD 2021 to YTD 2022	+2.8%
Average real (inflation-adjusted) retail sales same period previous 5 years	
Average real (inflation-adjusted) annual change retail sales same period previous 5 years	

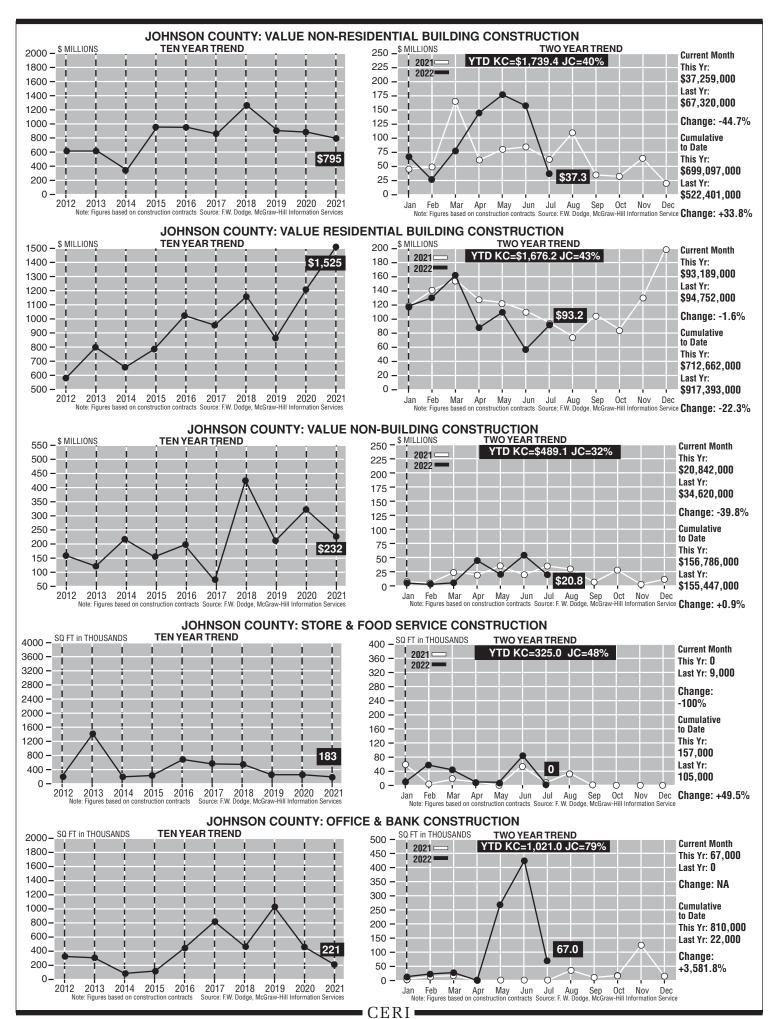
CERI

COUNTY ECONOMIC RESEARCH INSTITUTE

JOHNSON COUNTY INDICATORS



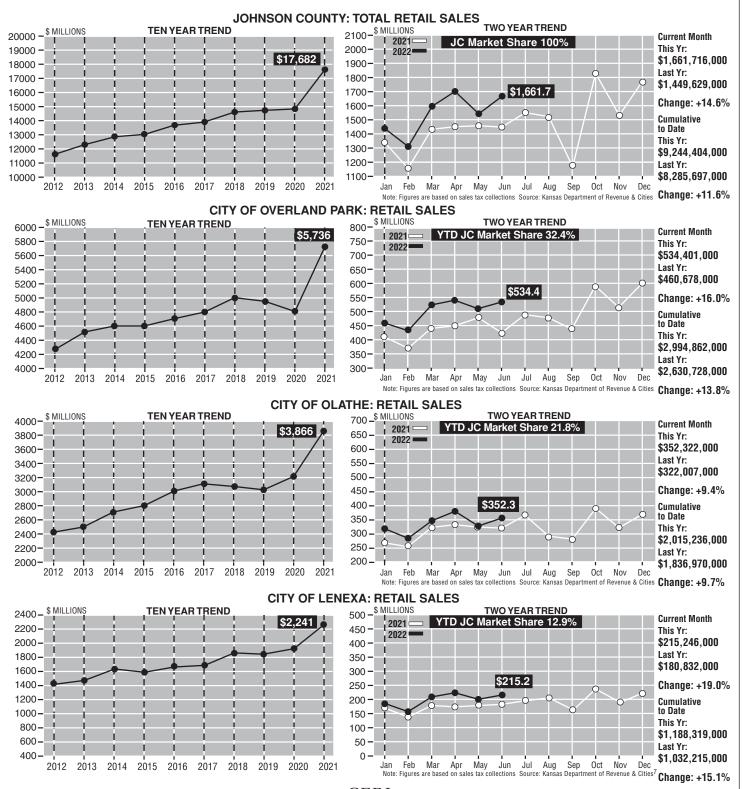


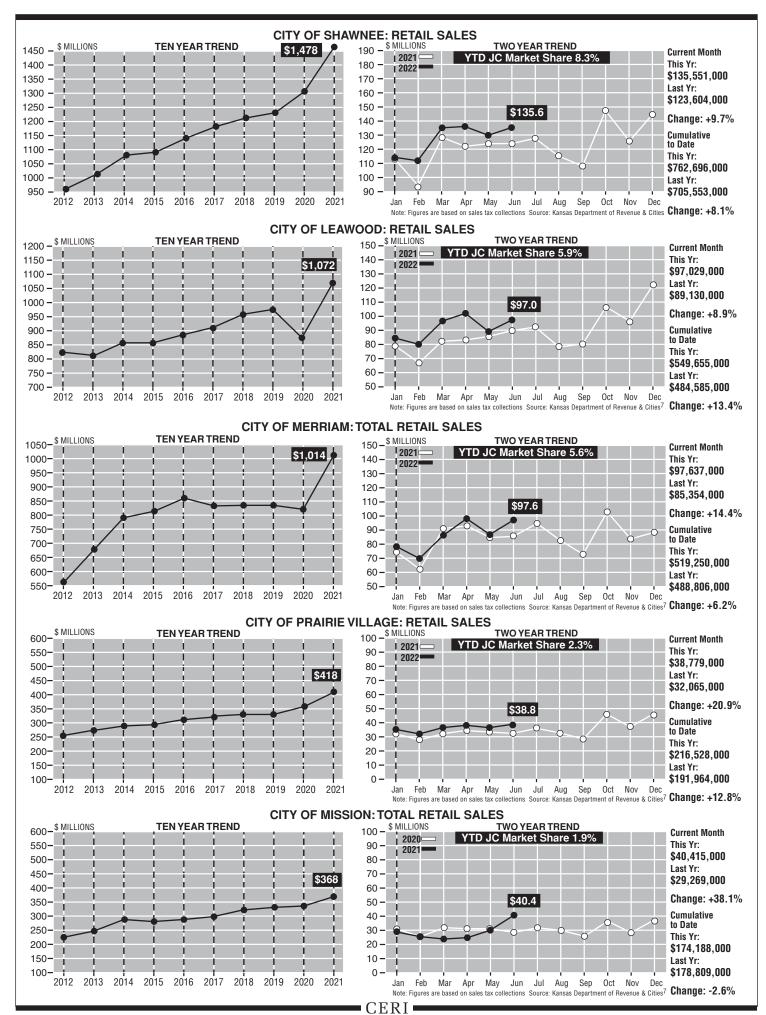


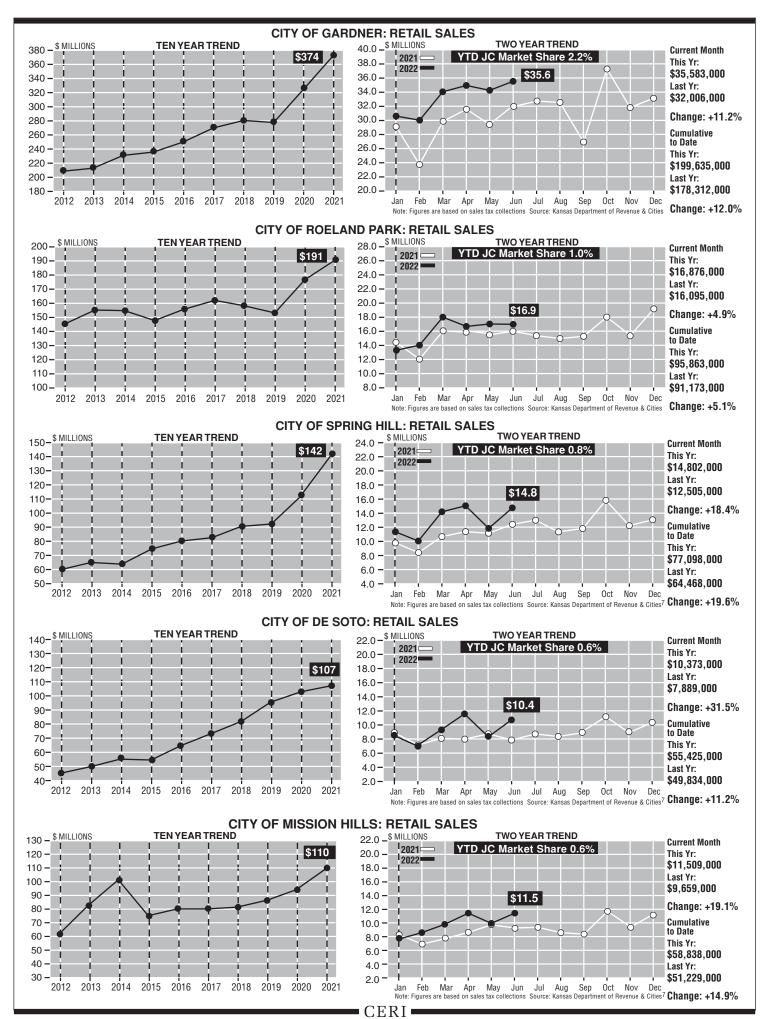
The data presented below represent estimates of the taxable retail sales occurring in the month indicated.

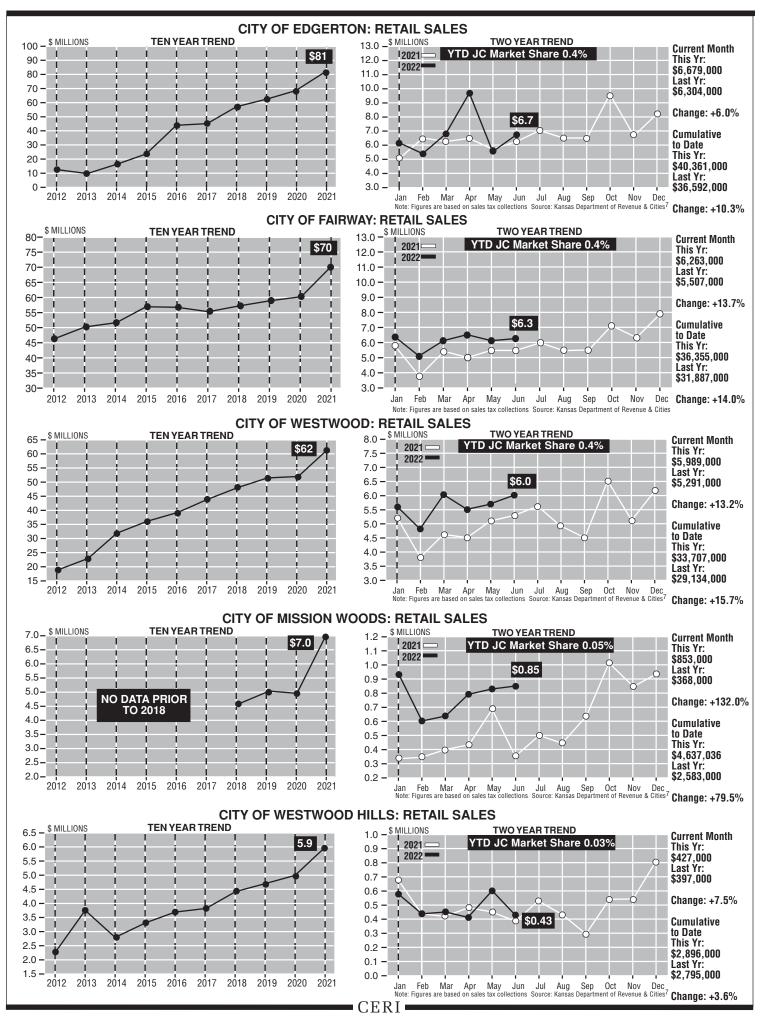
The retail sales estimates shown below were calculated by CERI from the local sales and use tax reported by the Kansas Department of Revenue for Johnson County and the eighteen cities in the county that levy a sales/use tax. The figures shown are the latest available from the Department of Revenue. They are considered preliminary and subject to revision.

Retail sales/use tax data provided by the Department of Revenue have been found to exhibit occasional random anomalies due to reporting and/or recording delays or errors. No attempt has been made by CERI to adjust the data for these anomalies or for seasonality. Monthly figures should be interpreted as the taxable retail sales necessary to generate the local sales and use tax revenue distributed to the respective city by the Kansas Department of Revenue.









CITY OF ROELAND PARK

SEPTEMBER 2022

PREPARED BY:



GoodFaithAccounting.com

Management Responsibility

The organization's management is responsible for the information contained in these reports and for the development, implementation, and adherence of all financial policies and procedures. We recommend management carefully review all transactions contained in these reports to insure accuracy and clarity.

Table of Contents

Statement of Financial Position

The statement of financial position gives a financial picture of the organization as of the end of the reporting period. It reflects the assets, liabilities, and net assets of the organization.

Definition of Fund Accounting Terms

Net Assets - Total Assets minus Total Liabilities. Net Assets fall into one of two categories:

- 1. With Donor Restriction funds that may be spent only as restricted by the donor.
- 2. Without Donor Restrictions funds available for general operations. These may be further separated as follows:
 - a. Net Investment in Fixed Assets total fixed assets minus accumulated depreciation minus any loans related to fixed assets.
 - b. Board Designated although not donor restricted, these amounts have been segregated by the board (or finance committee, elders, etc.) for special purposes.
 - c. Prior Years' Net Balance cumulative net activity (revenue minus expenses) from all prior years.
 - d. Current Year Net Balance current year net activity (detailed on the Statement of Activities).

> Statement of Activities

The statement of activities reflects the revenues and expenses of the organization for the current period of time - typically the current month and year-to-date. It can also be used to compare actual revenues and expenses to those budgeted.

City of Roeland Park Statement of Fund Balance 9/30/2022

Assets

	Cash		
	Cash in General Checking - Pooled		
1010	General Fund	164,273.23	
1010	Bond & Interest Fund	65,370.87	
1010	Aquatic Center Fund	16,521.31	
1010	Special Street Fund 27 - A	66,196.61	
1010	Community Center Fund Fund 27 - C	32,412.87	
1010	Special Infrastructure 27 - D	21,991.10	
1010	Equipment & Bldg Reserve Fund	39,518.36	
1010	TIF 1A/B - Bella Roe / Walmart	75,236.02	
1010	TDD #1 - Price Chopper	35,544.10	
1010	TDD #2 - Lowes	15,382.90	
1010	CID #1 - RP Shopping Center	84,956.06	
1010	TIF 2A/D - McDonalds / City Hall	867.01	
1010	TIF 3C - Old Pool Area	24,497.26	
1010	American Rescue Act	8,762.91	
1010	TIF 4 Fund	27,000.00	
1011	TIF 1A/B - Bella Roe / Walmart	127,000.00	
1012	Special Law Enforcement Fund	21,048.52	
	Total Cash in General Checking - Pooled		826,579.13
	Cash in Other Accounts		
1020	Cash - Municipal Court	5,343.00	
1030.1038	Commerce Bank Certificates of Deposit	-	
1039	Security Bank Certificate of Deposit	60,480.00	
1040	Cash - Pool Bond Reserve	-	
1050	Cash - Property Owners Association	26,023.51	
1090	Petty Cash - Court	200.00	
1030	Total Cash in Other Accounts		92,046.51
			92,040.31
	Restricted Cash		
1060	Cash - Debt Service - Revenue Restricted	83,025.01	
1070	Cash - Restricted Asset - Bond Reserve	10,444.73	
1080	Cash - With Trustee	5.02	
	Total Restricted Cash		93,474.76
	Total Cash		1,012,100.40
	Other Current Assets		
1115	Accounts Receivable - Other	1,172,889.15	
1135	Taxes Receivable	5,218,444.77	
1140	Interfund Receivable	, , -	
1310	Invested Funds	14,769,176.53	
1210	Prepaid Expenses	43,373.82	
1210	Total Other Current Assets		21,203,884.27
	Total Assets		\$ 22,215,984.67
	TOLDI ASSELS		7 22,213,304.07

City of Roeland Park Statement of Fund Balance 9/30/2022

Liabilities & Fund Balance

	Current Liabilities		
2005	Accounts Payable	(289.55)	
2010	Federal Withholding Payable	19,223.32	
2020	State Withholding Payable	3,525.75	
2030	City Withholding Payable	197.48	
2040	KPERS Accrued Employee	6,287.90	
2045	KP&F Employee Withholding Payable	10,090.54	
2050	Insurance Withholding Payable	1,042.30	
2035,2052	Other Withholdings Payable	(1,833.39)	
2055	Employee Garnishments	997.39	
2060	Section 457 Employee Payable	-	
2006	Accrued Payroll	81,450.27	
	Total Current Liabilities		120,692.01
	Other Liabilities		
2065	Interfund Payable	-	
2080	Liability for Court Bonds	4,343.00	
2110	Deferred Revenue	5,193,850.77	
2115	Unearned Revenue - ARPA	508,421.08	
2210	Art Deposit Escrow	161.60	
2220	Landscaping Escrow	-	
2805	Bond Payment Liability	2,215,526.31	
	Total Other Liabilities		7,922,302.76
	Total Liabilities		8,042,994.77
	Fund Balance		
2910.2970	Fund Balance - General	4,716,638.10	
2910.2970	Fund Balance - Special Law Enforcement Fund	21,048.52	
2910.2970	Fund Balance - Debt Service	599,388.78	
2250,2910.2970	Fund Balance - Special Revenue Projects	8,398,882.65	
2910.2970	Fund Balance - Capital Projects	411,008.34	
2910.2970	Fund Balance - Property Owners Association	26,023.51	
	Total Fund Balance		14,172,989.90
	Total Liabilities & Fund Balance		\$ 22,215,984.67

Statement of Fund Balance - BY FUND GROUP 9/30/2022

	General	Debt Service	Special Revenue	Capital Projects	TOTAL
Assets					
Cash					
Cash in General Checking - Pooled					
General Fund	164,273.23				164,273.23
Bond & Interest Fund		65,370.87			65,370.87
Aquatic Center Fund			16,521.31		16,521.31
Special Street Fund 27 - A			66,196.61		66,196.61
Special Street Fund 27 - C			32,412.87		32,412.87
Special Infrastructure 27 - D			21,991.10		21,991.10
Equipment & Bldg Reserve Fund				39,518.36	39,518.36
TIF 1A/B - Bella Roe / Walmart			75,236.02		75,236.02
TDD#1 - Price Chopper			35,544.10		35,544.10
TDD#2 - Lowes			15,382.90		15,382.90
CID #1 - RP Shopping Center			84,956.06		84,956.06
TIF 2A/D - McDonalds / City Hall			867.01		867.01
TIF 3C - Old Pool Area			24,497.26		24,497.26
American Rescue Act			8,762.91		8,762.91
TIF 4 Fund			27,000.00		27,000.00
TIF 1A/B - Bella Roe / Walmart			127,000.00		127,000.00
Special Law Enforcement Fund	21,048.52	_	127,000.00	_	21,048.52
'		CF 270 07		20 510 26	
Total Cash in General Checking - Pooled	185,321.75	65,370.87	536,368.15	39,518.36	826,579.13
Cash in Other Accounts					
Cash - Municipal Court	5,343.00				5,343.00
Commerce Bank Certificates of Deposit	-				-
Security Bank Certificate of Deposit	60,480.00				60,480.00
Cash - Pool Bond Reserve	-				-
Cash - Property Owners Association			26,023.51		26,023.51
Petty Cash Funds	200.00	-	-	-	200.00
Total Cash in Other Accounts	66,023.00		26,023.51		92,046.51
Restricted Cash			02.025.04		02 025 04
Cash - Debt Service - Revenue Restricted	-	-	83,025.01	-	83,025.01
Cash - Restricted Asset - Bond Reserve	-	-	10,444.73	-	10,444.73
Cash - With Trustee			5.02		5.02
Total Restricted Cash			93,474.76		93,474.76
Total Cash	251,344.75	65,370.87	655,866.42	39,518.36	1,012,100.40
Other Current Assets					
Accounts Receivable	47,702.58	875,197.17	249,989.40	-	1,172,889.15
Interest & Taxes Receivable	3,359,756.02	183,313.00	1,675,375.75	_	5,218,444.77
Invested Assets	4,151,354.44	534,017.91	9,712,314.20	371,489.98	14,769,176.53
Prepaid Expenses	43,373.82	-	-	-	43,373.82
Total Other Current Assets	7,602,186.86	1,592,528.08	11,637,679.35	371,489.98	21,203,884.27
		, ,- 0.00	, ,- ,- ,-		
Total Assets	\$ 7,853,531.61	\$ 1,657,898.95	\$ 12,293,545.77	\$ 411,008.34	\$ 22,215,984.67

Statement of Fund Balance - BY FUND GROUP 9/30/2022

	General	Debt Service	Special Revenue	Capital Projects	TOTAL
Liabilities & Fund Balance					
Current Liabilities					
Accounts Payable	(289.55)	_	_	_	(289.55)
Accrued Payroll	81,365.65	_	84.62	_	81,450.27
Federal Withholding Payable	19,223.32	-	-	-	19,223.32
State Withholding Payable	3,525.75	-	-	-	3,525.75
Other Withholding Payable	339.48	_	-	-	339.48
KPERS Accrued Employee	6,287.90	-	-	-	6,287.90
KP&F Employee Withholding Payable	10,090.54	-	-	-	10,090.54
Insurance Withholding Payable	1,042.30	-	-	-	1,042.30
Supplemental Inusrance Payable	(1,975.39)	-	-	-	(1,975.39)
Employee Garnishments	997.39	-	-	-	997.39
Section 457 Employee Payable	-	-	-	-	-
Interfund Payable	-	-	-	-	-
Total Current Liabilities	120,607.39	-	84.62		120,692.01
Other Liabilities					
Liability for Court Bonds	4,343.00	-	-	-	4,343.00
Deferred Revenue	2,990,733.00	1,058,510.17	1,144,607.60	-	5,193,850.77
Unearned Revenue - ARPA	-	-	508,421.08	-	508,421.08
Art Deposit Escrow	161.60	-	-	-	161.60
Landscaping Escrow	-	-	-	-	-
Bond Payment Liability	-	-	2,215,526.31	-	2,215,526.31
Total Other Liabilities	2,995,237.60	1,058,510.17	3,868,554.99		7,922,302.76
Total Liabilities	3,115,844.99	1,058,510.17	3,868,639.61		- 8,042,994.77
Fund Balance					
Fund Balance	-	-	91,563.00	-	91,563.00
Fund Balance	2,780,077.60	108,274.34	4,303,840.41	1,489,419.67	8,681,612.02
Fund Balance - Debt Service	239,373.00	-	1,803,380.70	-	2,042,753.70
Fund Balance - Reserved Future Projects	-	-	-	-	-
Fund Balance - Reserved for Encumbrances	-	-	-	-	-
Fund Balance - Restricted Special Law	-	-	-	-	-
Fund Balance - Building Reserve	-	-	-	30,000.00	30,000.00
Fund Balance - Contingency	-	-	30,000.00	-	30,000.00
Total Beginning Fund Balance	3,019,450.60	108,274.34	6,228,784.11	1,519,419.67	10,875,928.72
Current Change in Fund Balance	1,718,236.02	491,114.44	2,196,122.05	(1,108,411.33)	3,297,061.18
Total Fund Balance	4,737,686.62	599,388.78	8,424,906.16	411,008.34	14,172,989.90
Total Liabilities & Fund Balance	\$ 7,853,531.61	\$ 1,657,898.95	\$ 12,293,545.77	\$ 411,008.34 \$	22,215,984.67

City of Roeland Park Schedule of Cash Balances

For the 9 Months Ended 9/30/2022

				2022 Activity			
		12/31/2021			Transfers to/from	9/30/2022	
	Cash & Cash Equivalents	Balance	Receipts	Disbursements	Trustee Accounts	Balance	
	Cash in US Bank - Pooled						
1010	General Fund	5,649.93	5,634,782.57	6,976,159.27	1,500,000.00	164,273.23	
1010	Bond & Interest Fund	23,233.25	508,754.71	466,617.09	-	65,370.87	
1010	Aquatic Center Fund	7,026.46	274,791.77	265,296.92	-	16,521.31	
1010	Special Street Fund 27 - A	347,252.80	1,046,534.66	1,327,590.85	-	66,196.61	
1010	Community Center Fund Fund 27 - C	26,470.72	398,629.52	392,687.37	-	32,412.87	
1010	Special Infrastructure 27 - D	959.31	1,018,355.71	997,323.92	-	21,991.10	
1010	Equipment & Bldg Reserve Fund	43,734.58	36,791.28	41,007.50	-	39,518.36	
1010	TIF 1A/B - Bella Roe / Walmart	(342,751.33)	1,208,387.70	790,400.35	-	75,236.02	
1010	TDD #1 - Price Chopper	1,569.53	225,265.26	(5,600.00)	(196,890.69)	35,544.10	
1010	TDD #2 - Lowes	41,773.58	125,574.70	43,000.00	(108,965.38)	15,382.90	
1010	CID #1 - RP Shopping Center	1,890.69	-	(83,065.37)	-	84,956.06	
1010	TIF 2A/D - McDonalds / City Hall	6,763.25	-	5,896.24	-	867.01	
1010	TIF 3C - Old Pool Area	65,714.53	349,532.38	390,749.65	-	24,497.26	
1010	American Rescue Act	8,421.08	510,325.00	509,983.17	-	8,762.91	
1010	TIF 4 Fund	-	30,000.00	3,000.00	-	27,000.00	
1011	TIF 1A/B - Bella Roe / Walmart	127,000.00	-	-	-	127,000.00	
1012	Special Law Enforcement Fund	24,204.91	12,159.71	15,316.10	-	21,048.52	
	Total Cash in US Bank - Pooled	388,913.29	11,379,884.97	12,136,363.06	1,194,143.93	826,579.13	
	Cash in Other Accounts						
1020	Cash - Municipal Court	2,980.00	3,613.00	1,250.00	-	5,343.00	
1030.1038	Commerce Bank Certificates of Deposit	1,500,000.00	-	-	(1,500,000.00)	-	
1039	Security Bank Certificate of Deposit	60,480.00	-	-	-	60,480.00	
1040	Cash - Pool Bond Reserve	-	-	-	_	-	
1050	Cash - Property Owners Association	24,121.51	33,847.00	31,945.00	-	26,023.51	
1090	Petty Cash	200.00	-	-	-	200.00	
	Total Cash in Other Accounts	1,587,781.51	37,460.00	33,195.00	(1,500,000.00)	92,046.51	
	Restricted Cash						
1060	Cash - Debt Service - Revenue Restricted	363.24	83.53	6,900.00	89,478.24	83,025.01	
1070	Cash - Restricted Asset - Bond Reserve	12,037.50	29.40	-	(1,622.17)	10,444.73	
1080	Cash - With Trustee	0.33	4.68	217,999.99	218,000.00	5.02	
2000	Total Restricted Cash	12,401.07	117.61	224,899.99	305,856.07	93,474.76	
	Total Cash	\$ 1,989,095.87	\$ 11,417,462.58	\$ 12,394,458.05	\$ -	\$ 1,012,100.40	

Statement of Activities

Year-to-Date Fund Summary For the 9 Months Ended 9/30/2022

	General Debt S		Pebt Service	ice Special Revenue			Capital Projects		Total Funds	
Total Revenue	<u>\$</u>	5,739,991.69	\$	512,067.32	\$	5,250,008.09	\$	40,558.15	<u>\$</u>	11,542,625.25
Total Expenditures	\$	4,021,755.67	\$	20,952.88	\$	3,053,886.04	\$	1,148,969.48	\$	8,245,564.07
Change in Fund Balance	\$	1,718,236.02	\$	491,114.44	\$	2,196,122.05	\$	(1,108,411.33)	\$	3,297,061.18

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City of Roeland Park

Statement of Activities

For the 9 Months Ended 9/30/2022

Inor		

							Offericumbered	
		Current Month	Year to Date	Budget to Date	Variance	Amended Budget	Balance	% Used
	Revenues							
4010	Cash Carryforward	-	-	\$ 6,148,248.30	\$ (6,148,248.30)	\$ 11,384,344.86	\$ 11,384,344.86	0.00%
4020	Recreational Vehicle Tax	396.04	1,272.91	749.97	522.94	1,000.00	(272.91)	127.29%
4021	Commercial Vehicle Tax	-	, <u>-</u>	244.89	(244.89)	326.51	326.51	0.00%
4040	Heavy Trucks Tax	179.12	693.61	300.06	393.55	400.00	(293.61)	173.40%
4050	, Ad Valorem Tax	94,805.24	2,607,520.19	2,167,166.52	440,353.67	2,598,744.00	(8,776.19)	100.34%
4060	Motor Vehicle Tax	86,156.15	198,422.42	178,537.32	19,885.10	238,049.73	39,627.31	83.35%
4070	Personal Property Tax - Delinquent	, -	· -	187.56	(187.56)	250.00	250.00	0.00%
4080	Real Property Tax - Delinquent	1,260.92	7,965.69	9,000.00	(1,034.31)	12,000.00	4,034.31	66.38%
4110	City/county Sales & Use Tax	660,696.59	2,640,379.56	2,117,630.97	522,748.59	2,930,000.00	289,620.44	90.12%
4115	Sales Tax 27B (280 Fund)	137,735.93	601,665.01	442,329.57	159,335.44	650,000.00	48,334.99	92.56%
4120	County Jail Tax	41,409.14	157,477.46	118,056.60	39,420.86	165,000.00	7,522.54	95.44%
4130	Safety Sales Tax	41,409.14	157,477.45	118,056.60	39,420.85	165,000.00	7,522.55	95.44%
4135	County Courthouse Sales Tax	41,408.90	157,476.54	120,417.03	37,059.51	160,000.00	2,523.46	98.42%
4140	Spec City/county Highway Fund		135,292.75	142,725.33	(7,432.58)	190,000.00	54,707.25	71.21%
4150	CARS Funding	_	416,077.59	465,000.03	(48,922.44)	980,270.00	564,192.41	42.45%
4155	Grants	_	220,188.00	403,000.03	220,188.00	364,000.00	143,812.00	60.49%
4161	Grants/Donations - Private		220,100.00		220,100.00	-	143,812.00	N/A
4210		2,530.00	13,937.80	7,499.97	6,437.83	15,000.00	1,062.20	92.92%
	Street Cutting Permit			37,500.03				
4215	Building Permit	4,664.20 309.00	28,146.65	*	(9,353.38)	50,000.00	21,853.35	56.29%
4220	Electrical Permit		2,853.00	2,999.97	(146.97)	4,000.00	1,147.00	71.33%
4225	Mechanical Permit	320.00	2,920.00	4,500.00	(1,580.00)	6,000.00	3,080.00	48.67%
4230	Plumbing Permit	-	635.00	1,125.00	(490.00)	1,500.00	865.00	42.33%
4235	Garage Sale Permit	25.00	110.00	299.97	(189.97)	400.00	290.00	27.50%
4240	Sign Permit	-	200.00	450.00	(250.00)	600.00	400.00	33.33%
4245	Cereal Malt Beverage License	-	(175.00)		(587.47)	550.00	725.00	-31.82%
4250	Animal Licenses	150.00	2,261.00	3,750.03	(1,489.03)	3,500.00	1,239.00	64.60%
4255	Home Occupational Licenses	360.00	560.00	749.97	(189.97)	1,000.00	440.00	56.00%
4260	Rental Licenses	2,593.02	22,446.03	22,500.00	(53.97)	25,000.00	2,553.97	89.78%
4265	Business Occupational Licenses	5,448.30	18,123.55	41,249.97	(23,126.42)	53,000.00	34,876.45	34.20%
4310	Franchise Fee - Electric	35,919.78	212,841.28	202,677.75	10,163.53	272,000.00	59,158.72	78.25%
4320	Franchise Fee - Gas	5,345.78	136,332.72	89,997.48	46,335.24	121,000.00	(15,332.72)	112.67%
4330	Franchise Fee - Telephone	196.40	1,886.00	2,401.47	(515.47)	3,000.00	1,114.00	62.87%
4340	Franchise Fee - Telecable	-	32,201.01	56,828.97	(24,627.96)	60,000.00	27,798.99	53.67%
4350	Franchise Fee - Cellular	-	2,034.11	1,125.00	909.11	-	(2,034.11)	N/A
4410	Fine	8,553.50	114,116.33	177,802.56	(63,686.23)	165,000.00	50,883.67	69.16%
4415	Court Costs	814.50	5,810.31	17,453.97	(11,643.66)	7,750.00	1,939.69	74.97%
4420	State Fees	2,836.50	14,683.16	13,300.56	1,382.60	17,000.00	2,316.84	86.37%
4430	Bond Forfeits	-	-	2,250.00	(2,250.00)	1,000.00	1,000.00	0.00%
4432	Spec. Law Enforcement Revenues	475.00	525.00	749.97	(224.97)	1,000.00	475.00	52.50%
4433	K9 Contributions	-	10,000.00	=	10,000.00	10,000.00	=	100.00%
4434	State Opiod Settlement	-	1,634.71	=	1,634.71	=	(1,634.71)	N/A
4530	Reimbursed Expense	580.00	5,011.63	1,119.33	3,892.30	61,490.00	56,478.37	8.15%
4610	Special Assessments	-	-	562.50	(562.50)	750.00	750.00	0.00%
4620	Special Assessments - Delinquent	-	-	225.00	(225.00)	300.00	300.00	0.00%
4630	Storm Drainage RC12-013	1,414.71	57,531.93	43,687.53	13,844.40	58,250.00	718.07	98.77%
4640	Storm Drainage RC12-012	1,787.07	88,931.38	66,386.25	22,545.13	88,515.00	(416.38)	100.47%
4650	Storm Drainage RC12-014	1,811.98	99,002.21	75,332.25	23,669.96	100,445.00	1,442.79	98.56%
4710	Cell Tower Lease	6,479.45	64,794.50	58,314.87	6,479.63	77,753.25	12,958.75	83.33%
4713	Voicestream Wireless Payment	=	=	-	-	-	-	N/A
4716	Clearwire Tower Lease Paymt	-	-	-	-	-	-	N/A
4720	Plans & Special Events	55.00	371.00	1,500.03	(1,129.03)	2,000.00	1,629.00	18.55%
4725	Police Reports	125.00	1,000.00	4,124.97	(3,124.97)	3,000.00	2,000.00	33.33%
4730	Tax Increment Income	-	436,543.80	334,188.81	102,354.99	445,585.00	9,041.20	97.97%
4731	Tax Increment Income 3A	-	295,016.68	224,416.53	70,600.15	299,222.00	4,205.32	98.59%
4735	Tax Increment Income IB	-	410,282.01	299,171.25	111,110.76	410,000.00	(282.01)	100.07%
4755	3rd Floor Lease Revenues	1,806.00	16,254.00	16,389.45	(135.45)	21,853.00	5,599.00	74.38%
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Statement of Activities

For the 9 Months Ended 9/30/2022

						Unencumbered		
		Current Month	Year to Date	Budget to Date	Variance	Amended Budget	Balance	% Used
4768	Service Line Agreement	_	_	1,953.45	(1,953.45)	2,500.00	2,500.00	0.00%
4770	Solid Waste Assessment	14,144.51	573,501.88	430,857.36	142,644.52	574,476.50	974.62	99.83%
4775	RPPOA Contract	-	31,875.00	23,906.25	7,968.75	31,875.00	-	100.00%
4780	Sale of Assets	44,600.00	56,150.00	375.03	55,774.97	1,272,900.00	1,216,750.00	4.41%
4785	Developer Funding	30,000.00	30,000.00	-	30,000.00	-	(30,000.00)	N/A
4787	RP Community Foundation Donations	250.00	525.00	3,750.03	(3,225.03)	5,000.00	4,475.00	10.50%
4788	Trash Bag Tags	-	-	-	-	-	-	N/A
4789	Transfer from General Fund	-	-	-	-	_	-	N/A
4793	Insurance Payments	-	22,349.15	-	22,349.15	-	(22,349.15)	N/A
4795	Miscellaneous	70.50	45,985.22	29,135.25	16,849.97	50,847.00	4,861.78	90.44%
4824	Transfer from Public Works	-	-	-	-	-	-	N/A
4830	Transfer from 27A Fund	11,250.00	101,250.00	101,250.00	-	135,000.00	33,750.00	75.00%
4840	Transfer From General Fund	43,797.83	395,665.98	394,180.74	1,485.24	908,400.00	512,734.02	43.56%
4841	Transfer from PD/GF	700.00	19,891.25	85,871.25	(65,980.00)	171,495.00	151,603.75	11.60%
4030	City/County Alcohol Tax Distrib	=	-	-	-	-	-	N/A
4141	Alcohol Tax	=	-	74.97	(74.97)	100.00	100.00	0.00%
4145	Transient Guest Tax	-	6,742.72	2,999.97	3,742.75	4,000.00	(2,742.72)	168.57%
4157	CARES Act Funding	-	-	-	-	-	-	N/A
4158	SMAC Grant	-	-	-	-	-	-	N/A
4159	Rescue Act Grant	-	510,325.00	380,250.00	130,075.00	510,325.00	-	100.00%
4274	Daily Admissions	11,859.00	56,426.00	-	56,426.00	57,500.00	1,074.00	98.13%
4275	Program Fees - Season Pass	-	37,567.92	42,487.47	(4,919.55)	37,500.00	(67.92)	100.18%
4276	Superpass	-	2,355.00	1,874.97	480.03	2,500.00	145.00	94.20%
4277	Participation Fees	=	8,458.58	42,487.47	(34,028.89)	8,500.00	41.42	99.51%
4278	Advertising Sponsorship	=	-	1,500.03	(1,500.03)	0.00	0.00	0.00%
4279	Facility Rental	268.69	5,622.38	1,874.97	3,747.41	6,700.00	1,077.62	83.92%
4280	Swim Lessons	-	2,711.00	10,500.03	(7,789.03)	3,000.00	289.00	90.37%
4281	Swim Team	-	-	7,125.03	(7,125.03)	(0.00)	(0.00)	N/A
4282	Aerobics	-	-	-	-	-	-	N/A
4283	Pavilion Rental	-	-	-	-	-	-	N/A
4290	Concession Revenue	-	9,583.96	11,250.00	(1,666.04)	12,000.00	2,416.04	79.87%
4291	Retail Sales - Taxable	-	-	150.03	(150.03)	200.00	200.00	0.00%
4292	Taxable Sales Discounts (contract)	-	-	-	-	-	-	N/A
4393	Bullet Proof Vest Grant	-	-	1,125.00	(1,125.00)	1,500.00	1,500.00	0.00%
4510.4511	Interest on Investment	67.20	52,231.60	122,526.81	(70,295.21)	152,134.82	99,903.22	34.33%
4531	SRO Reimbursement	14,836.79	59,562.35	63,577.98	(4,015.63)	85,000.00	25,437.65	70.07%
4767	1% for Art Contribution	-	76,000.00	-	76,000.00	76,000.00	-	100.00%
4790	Transfer of Funds	-	-	-	-	-	-	N/A
4791	Bond Proceeds	-	-	-	-	-	-	N/A
4842	Transfer from PW/GF	666.67	6,000.03	6,000.03	-	8,000.00	1,999.97	75.00%
4843	Transfer from Equip Reserve Fund	-	-	-	-	-	-	N/A
4844	Transfer from Neighborhood Services Transfer from Special Highway	-	-	=	=	10,000.00	10,000.00	0.00%
4860	Transfer from TIF Funds	-	-	-	-	-	-	N/A
4865 4870	Transfer from 27C	2,068.25	31,114.25	18,614.34	12,499.91	174,819.00	- 143,704.75	N/A 17.80%
4870	Transfer from 27C	2,008.23	31,114.23	18,014.34	12,499.91	174,819.00	143,704.73	17.00%
	Total Revenues	1,364,636.80	11,542,625.25	15,627,393.09	(4,084,767.84)	26,529,120.67	14,986,495.42	43.51%
	Expenditures							
5101	Salaries - Regular	227,444.22	1,394,324.70	1,455,465.06	(61,140.36)	1,943,252.00	548,927.30	71.75%
5102	Salaries-Overtime	5,337.39	41,217.11	40,900.59	316.52	60,234.00	19,016.89	68.43%
5103	Salaries - Elected Officials	3,910.00	35,190.00	35,190.00	-	46,920.00	11,730.00	75.00%
5104	Salaries - Part-time	21,792.33	160,345.95	194,774.94	(34,428.99)	177,458.50	17,112.55	90.36%
5107	Salaries - Intern	1,345.16	6,742.44	14,249.97	(7,507.53)	12,000.00	5,257.56	56.19%
5108	Salaries - Judge	-	-	-	-	-	-	N/A
5109	Salaries - Prosecutor	-	-	-	-	-	-	N/A
5122	FICA City Contribution	19,708.77	124,017.57	132,374.97	(8,357.40)	179,091.82	55,074.25	69.25%

Statement of Activities

For the 9 Months Ended 9/30/2022

							Unencumbered	
		Current Month	Year to Date	Budget to Date	Variance	Amended Budget	Balance	% Used
5123	KPERS City Contribution	12,423.69	71,744.31	75,750.03	(4,005.72)	102,629.14	30,884.83	69.91%
5124	Ks Unemployment Insurance	-	65.79	31,500.00	(31,434.21)	42,000.00	41,934.21	0.16%
5125	Worker's Compensation	_	59,643.00	41,492.25	18,150.75	60,000.00	357.00	99.41%
5126	Health/Dental/Vision Insurance	35,611.52	334,238.64	342,000.00	(7,761.36)	456,000.00	121,761.36	73.30%
5127	Health Savings Account	3,789.60	24,672.30	41,249.97	(16,577.67)	50,000.00	25,327.70	49.34%
5128	401A City Contribution	611.28	5,807.16	5,861.25	(54.09)	7,815.00	2,007.84	74.31%
5130	City Paid Life/ST Disability	847.02	8,089.17	8,174.97	(85.80)	10,900.00	2,810.83	74.21%
5131	KP&F City Contribution	24,269.86	145,652.94	165,206.25	(19,553.31)	223,835.69	78,182.75	65.07%
5133	Wellness Incentive	-	-	1,500.03	(1,500.03)	2,000.00	2,000.00	0.00%
5201	Electric	1,974.97	30,728.17	27,123.84	3,604.33	26,888.88	(3,839.29)	114.28%
5202	Telephone	1,082.32	10,182.80	11,543.31	(1,360.51)	15,391.00	5,208.20	66.16%
5203	Printing & Advertising	141.16	2,134.88	4,443.84	(2,308.96)	5,925.00	3,790.12	36.03%
5204	Legal Printing	104.05	1,254.52	2,250.00	(995.48)	3,000.00	1,745.48	41.82%
5205	Postage & Mailing Permits	557.82	2,757.04	5,324.94	(2,567.90)	7,100.00	4,342.96	38.83%
5206	Travel Expense & Training	(705.00)	22,642.37	38,400.12	(15,757.75)	55,400.00	32,757.63	40.87%
5207	Medical Expense & Drug Testing	-	4,429.29	2,700.00	1,729.29	4,050.00	(379.29)	109.37%
5208	Newsletter	725.88	8,204.60	11,475.00	(3,270.40)	15,300.00	7,095.40	53.62%
5209	Professional Services	9,323.50	110,823.05	185,377.41	(74,554.36)	260,845.00	150,021.95	42.49%
5210	Maintenance & Repair Building	4,178.40	42,112.21	53,400.06	(11,287.85)	64,200.00	22,087.79	65.60%
5211	Maintenace & Repair Equipment	1,442.90	17,909.06	40,275.00	(22,365.94)	50,200.00	32,290.94	35.68%
5212	Utility & Rental Assistance	-	17,505.00	11,250.00	(11,250.00)	15,000.00	15,000.00	0.00%
5213	Audit Fees	1,000.00	38,160.00	29,774.97	8,385.03	39,700.00	1,540.00	96.12%
5214	Other Contracted Services	13,033.43	162,331.96	272,011.14	(109,679.18)	450,512.40	288,180.44	36.03%
5215	City Attorney	13,033.43	62,909.00	128,562.93	(65,653.93)	101,959.00	39,050.00	61.70%
5216	Special Prosecuter Fees	500.00	777.27	4,500.00	(3,722.73)	6,000.00	5,222.73	12.95%
5218	IT & Communication	18,012.00	36,505.00	24,000.03	12,504.97	32,000.00	(4,505.00)	114.08%
5219	Meeting Expense	10,012.00	433.42	1,087.47	(654.05)	1,350.00	916.58	32.11%
5220	Street Light Repair & Maintenance	33,372.51	70,565.70	31,124.97	39,440.73	46,500.00	(24,065.70)	151.75%
5222	Traffic Signal Expense	7,437.26	47,971.36	70,408.08	(22,436.72)	93,877.00	45,905.64	51.10%
5224	Laundry Service	(289.55)	1,806.05	1,500.03	306.02	2,000.00	193.95	90.30%
5226	Car Allowance	450.00	4,050.00	4,050.00	300.02	5,400.00	1,350.00	75.00%
5227	Prisoner Care	-	3,285.00	4,500.00	(1,215.00)	6,000.00	2,715.00	54.75%
5228	Fees Due State of Kansas	1,505.41	5,386.66	13,300.56	(7,913.90)	17,734.00	12,347.34	30.37%
5230	Art Commissioner	1,303.41	900.00	900.00	(7,913.90)	1,200.00	300.00	75.00%
5232	United Community Services	100.00	6,000.00	4,500.00	1,500.00	6,000.00	300.00	100.00%
5233	JoCo Home Repair - Minor	_	15,000.00	11,250.00	3,750.00	15,000.00	_	100.00%
5234			15,500.00	11,250.00	4,250.00		(500.00)	103.33%
5235	JoCo Home Repair - Major Disposal Fees	740.00	5,720.00	9,656.28	(3,936.28)	15,000.00 12,000.00	6,280.00	47.67%
	Community Policing	740.00		375.03	(248.52)	500.00	373.49	
5236 5237	Community Folicing Community Events	- -	126.51 5,278.48	7,125.03	(1,846.55)	9,500.00	4,221.52	25.30% 55.56%
5238	Animal Control	- -	3,278.46	24,951.78	(24,951.78)	33,269.00	33,269.00	0.00%
5240		1,488.91	3,678.71	2,775.06	903.65	7,700.00	4,021.29	47.78%
5250	Equipment Rental	1,400.91	70,268.98	45,288.00				
5251	Insurance & Surety Bonds Mayor Expenses	-	70,208.98	749.97	24,980.98 (749.97)	61,040.00 1,000.00	(9,228.98) 1,000.00	115.12% 0.00%
5252		_	-	-	(743.37)	-	-	
	City Elections	1,500.00					18,900.00	N/A 17.83%
5253	Public Relations	1,500.00	4,100.00	2,250.00	1,850.00	23,000.00		
5254	Miscellaneous Charges	12 411 25	8,505.95	6,112.53	2,393.42	8,150.00	(355.95)	104.37%
5255	JoCo Management Fee	13,411.25	38,245.13	33,396.84	4,848.29	44,529.00	6,283.87	85.89%
5256	Committee Funds	132.86	2,185.13	3,750.03	(1,564.90)	5,000.00	2,814.87	43.70%
5257	Property Tax Payments	-	-	9,562.50	(9,562.50)	12,750.00	12,750.00	0.00%
5258	RPPOA Common Area Expenses	-	65,722.00	49,291.47	16,430.53	65,722.00	- 9.072.00	100.00%
5259	Traffic Control Signs	4.000.00	1,026.94	7,499.97	(6,473.03)	10,000.00	8,973.06	10.27%
5260	Vehicle Maintenance	1,968.88	20,129.71	17,624.97	2,504.74	26,000.00	5,870.29	77.42%
5262	Grounds Maintenance	319.96	9,346.73	19,874.97	(10,528.24)	26,500.00	17,153.27	35.27%
5263	Tree Maintenance	3,050.00	13,365.37	34,499.97	(21,134.60)	46,000.00	32,634.63	29.06%
5264	Grounds Improvements	-	-	1,125.00	(1,125.00)	1,500.00	1,500.00	0.00%
5265	Computer System R&M	-	12.93	375.03	(362.10)	500.00	487.07	2.59%

Statement of Activities

For the 9 Months Ended 9/30/2022

						Unencumbered		
		Current Month	Year to Date	Budget to Date	Variance	Amended Budget	Balance	% Used
5266	Computer Software	_	26,026.98	35,249.94	(9,222.96)	47,150.00	21,123.02	55.20%
5267	Employee Related Expenses	1,803.70	3,969.25	3,750.03	219.22	5,000.00	1,030.75	79.39%
5272	Solid Waste Contract	45,387.50	369,949.00	407,362.50	(37,413.50)	545,190.00	175,241.00	67.86%
5277	Testing	-	17,359.30	-	17,359.30	-	(17,359.30)	N/A
5283	RP Community Foundation Grant Expense	1,461.61	2,886.61	3,750.03	(863.42)	5,000.00	2,113.39	57.73%
5285	Pool Operations	-,.01.01	-	-	(000.12)	-	-	N/A
5287	Water	-	20,922.29	14,497.56	6,424.73	20,750.00	(172.29)	100.83%
5288	Waste Water	6,321.42	25,390.62	15,356.25	10,034.37	19,545.00	(5,845.62)	129.91%
5289	Natural Gas	440.39	8,279.92	9,502.65	(1,222.73)	12,040.00	3,760.08	68.77%
5290	Street Light Electric	-	21,689.96	16,013.52	5,676.44	21,350.00	(339.96)	101.59%
5292	Fireworks	-	-	1,874.97	(1,874.97)	2,500.00	2,500.00	0.00%
5293	Platting Fees	-	-	, -	-	, -	, -	N/A
5301	Office Supplies	754.26	5,096.00	5,474.97	(378.97)	7,300.00	2,204.00	69.81%
5302	Motor Fuels & Lubricants	4,966.11	41,645.93	32,946.39	8,699.54	52,000.00	10,354.07	80.09%
5303	Sand and Salt	, -	13,171.89	18,749.97	(5,578.08)	25,000.00	11,828.11	52.69%
5304	Janitorial Supplies	219.13	1,748.31	3,187.53	(1,439.22)	4,250.00	2,501.69	41.14%
5305	Dues, Subscriptions, & Books	731.93	23,157.89	16,473.78	6,684.11	22,815.00	(342.89)	101.50%
5306	Materials	377.17	3,292.33	13,500.00	(10,207.67)	8,000.00	4,707.67	41.15%
5307	Other Commodities	350.00	3,585.73	6,637.32	(3,051.59)	10,350.00	6,764.27	34.64%
5308	Clothing & Uniforms	3,788.25	23,062.98	13,874.94	9,188.04	21,500.00	(1,562.98)	107.27%
5309	Amunition	-	1,382.40	1,874.97	(492.57)	2,500.00	1,117.60	55.30%
5310	Training Supplies	-	-	375.03	(375.03)	500.00	500.00	0.00%
5315	Machinery & Auto Equipment	418.68	282,122.72	98,171.28	183,951.44	235,895.00	(46,227.72)	119.60%
5316	K9 Expenses	12,936.62	13,656.38	749.97	12,906.41	1,000.00	(12,656.38)	1365.64%
5317	Special Law Enforcement Expenses	-	1,659.72	2,250.00	(590.28)	3,000.00	1,340.28	55.32%
5318	Tools	47.44	2,111.94	2,025.00	86.94	2,700.00	588.06	78.22%
5403	Office Equipment	-	-	3,375.00	(3,375.00)	4,675.00	4,675.00	0.00%
5425	Other Capital Outlay	1,529.43	1,004,317.82	12,150.00	992,167.82	856,500.00	(147,817.82)	117.26%
5442	Building Improvement	-	867,980.16	2,324.97	865,655.19	1,058,027.00	190,046.84	82.04%
5454	Sidewalk Improvements	=	3,005.20	18,749.97	(15,744.77)	25,000.00	21,994.80	12.02%
5457	CARS 2020 - Roe	26.44	6,631.71	-	6,631.71	60,000.00	53,368.29	11.05%
5458	CARS 2018	=	-	-	-	-	-	N/A
5459	CARS 2019	=	-	-	-	-	-	N/A
5460	CARS 2022 - 53rd Street	-	15,372.61	119,999.97	(104,627.36)	390,000.00	374,627.39	3.94%
5461	CARS 2022 - Johnson Dr.	-	3,183.32	161,250.03	(158,066.71)	215,000.00	211,816.68	1.48%
5462	2025 CARS - 55th b/t SMP & Roe	-	-	-	-	-	-	N/A
5469	Stormwater Maintenance	-	-	-	-	25,000.00	25,000.00	0.00%
5470	Park Maint/Infrastructure	-	24,824.16	35,250.03	(10,425.87)	47,000.00	22,175.84	52.82%
5601	Bond Principal	-	211,947.71	281,250.00	(69,302.29)	395,000.00	183,052.29	53.66%
5602	Bond Interest	-	6,052.28	10,499.94	(4,447.66)	14,000.00	7,947.72	43.23%
5608	Principal Bonds - 2010-1	-	-	-	-	-	-	N/A
5609	Interest Bonds - 2010-1	-	-	-	-	-	-	N/A
5614	Bond Principal 2014-1	=	-	-	-	-	-	N/A
5615	Bond Interest 2014-1	=	-	-	-	-	-	N/A
5628	Principal Bonds - 2011-2	=	-	-	-	-	-	N/A
5629	Interest Bonds - 2011-2	-	-	-	-	-	-	N/A
5644	Principal Bonds - 2012-1	=	-	161,250.03	(161,250.03)	215,000.00	215,000.00	0.00%
5645	Interest Bonds - 2012-1	-	5,058.75	7,588.53	(2,529.78)	10,118.00	5,059.25	50.00%
5721	CID #1 Expenses	-	-	2,250,000.00	(2,250,000.00)	-	-	N/A
5751	TIF Fund Expenditure	-	-	218,109.15	(218,109.15)	0.20	0.20	0.00%
5818	Transfer to Bond & Interest Fund	11,250.00	101,250.00	101,250.00	-	135,000.00	33,750.00	75.00%
5821	Transfer to TIF 2	-	-	-	-	-	-	N/A
5825	Transfer to Equip Reserve Fund	2,066.67	32,191.28	98,171.28	(65,980.00)	197,895.00	165,703.72	16.27%
5120	Cell Phone Allowance	-	-	90.00	(90.00)	120.00	120.00	0.00%
5217	Public Art	-	17,309.36	14,249.97	3,059.39	19,000.00	1,690.64	91.10%
5223	Pool Management Fee	-	-	-	-	-	-	N/A
5225	Mental Health Co-responder	-	4,717.67	14,100.03	(9,382.36)	18,800.00	14,082.33	25.09%

Statement of Activities

For the 9 Months Ended 9/30/2022

							Unencumbered	
		Current Month	Year to Date	Budget to Date	Variance	Amended Budget	Balance	% Used
5229	Permits	_	755.00	749.97	5.03	1,000.00	245.00	75.50%
5231	Cost of Issuance	_	755.00	-	5.05	-	243.00	75.50% N/A
5239	Public Art Maintenance	_	_	_	_	_	_	N/A
5241	Community Garden	_	_	749.97	(749.97)	1,000.00	1,000.00	0.00%
5242	Restitution	<u>-</u>	-	-	-	-	-	N/A
5243	Contractual Reimbursement	_	_	_	_	_	_	N/A
5244	General Contractor	<u>-</u>	36,403.68	385,499.97	(349,096.29)	325,000.00	288,596.32	11.20%
5245	Home Energy Audit Incentive	299.00	299.00	18,749.97	(18,450.97)	25,000.00	24,701.00	1.20%
5248	Strategic Planning	-	-		-		- 1,1 - 1-1-1	N/A
5249	Branding Implementation	_	-	-	_	3,000.00	3,000.00	0.00%
5271	Composte Bin Rebate Program	_	115.00	749.97	(634.97)	1,000.00	885.00	11.50%
5273	Neighbors Helping Neighbors	<u>-</u>	300.00	15,000.03	(14,700.03)	20,000.00	19,700.00	1.50%
5274	Personal Protective Equipment	_	344.72	-	344.72		(344.72)	N/A
5275	Education and Outreach	<u>-</u>	1,140.15	-	1,140.15	_	(1,140.15)	N/A
5282	Property Tax Rebate Program	<u>-</u>	10,077.87	22,500.00	(12,422.13)	30,000.00	19,922.13	33.59%
5311	Pool Equipment	_	-	1,500.03	(1,500.03)	2,000.00	2,000.00	0.00%
5312	Grounds Supplies and Equipment	_	107.06	375.03	(267.97)	2,050.00	1,942.94	5.22%
5313	Safety Supplies/Equip	_	236.25	1,125.00	(888.75)	1,000.00	763.75	23.63%
5314	Operating Supplies/Personal Care	_	56.76	375.03	(318.27)	500.00	443.24	11.35%
5319	Rain Barrel Reimbursement	_	-	-	(310.27)	100.00	100.00	0.00%
5325	Concessions food and supplies	332.98	7,513.16	5,625.00	1,888.16	8,000.00	486.84	93.91%
5326	Chemicals	-	10,079.07	13,005.00	(2,925.93)	10,850.00	770.93	92.89%
5330	Aquatics Center Over/Under Reconciliation	(372.00)	(605.51)	-	(605.51)	10,830.00	605.51	92.89% N/A
5404	Furnishings & Appliances	(372.00)	(003.31)	749.97	(749.97)	1,000.00	1,000.00	0.00%
5410	Technology Upgrades			-	(745.57)	-	1,000.00	N/A
5421	Street Maintenance	198,670.30	330,922.25	327,750.03	3,172.22	447,000.00	116,077.75	74.03%
5422	Street Light Replacement	138,070.30	330,322.23	67,500.00	(67,500.00)	-	110,077.73	74.03% N/A
5428	Roe Parkway Extension & Maintenance	993.00	4,062.00	461,999.97	(457,937.97)	75,000.00	70,938.00	5.42%
5430	Residential Street Reconstruction	11,656.68	119,311.43	74,999.97	44,311.46	199,000.00	79,688.57	59.96%
5443	Parking Lot/Drainage Improvements	11,030.08	-	-	-	199,000.00	-	N/A
5463		170,433.00	422,046.96	1,049,249.97	(627,203.01)	1,361,000.00	938,953.04	31.01%
5464	2023 CARS - Elledge b/t Roe Ln & 47th 2023 CARS - Mission Rd. 47th-53rd	170,433.00	422,040.30	1,043,243.37	(027,203.01)	1,301,000.00	338,333.04	N/A
5465	RSRP - Nall from 51st to 58th		_	_	-	_		N/A
5466	2023 CARS - 48th from Roe Lane to Roe Blvd	-	1,501.00	12,750.03	(11,249.03)	28,000.00	26,499.00	5.36%
5467	2023 CARS - 46th from Mission to Chadwick		1,301.00	9,000.00	(9,000.00)	12,000.00	12,000.00	0.00%
5468	2020 Stormwater-57th and Roeland	-	1,488.42	9,000.00	1,488.42	12,000.00	(1,488.42)	0.00% N/A
5472	R Park Development Plan	4,407.50	180,429.37	369,187.47		700,000.00	519,570.63	25.78%
5473	·	4,407.30	160,429.57	509,167.47	(188,758.10)	700,000.00	-	25.76% N/A
	RPAC Improvements	-	-	-	-	90,000,00		
5474	Marquee Signs		12 704 42	-	12 704 42	80,000.00	80,000.00	0.00%
5475 5476	Stairway Community Contor Improvement	96.00	13,794.42	- 02 750 02	13,794.42	115,000.00	101,205.58	12.00%
5498	Community Center Improvement CDBG - 2019	20,579.01	68,178.41	93,750.03	(25,571.62)	125,000.00	56,821.59 -	54.54% N/A
		-		- -		-		
5499 5616	Mural on Retaining Wall	-	400.00		400.00		(400.00)	N/A 0.00%
5616	Bond Principal 2020-1	-	15 904 12	243,722.97	(243,722.97)	324,964.00	324,964.00	
5617	Bond Interest 2020-1	-	15,894.13	23,841.00	(7,946.87)	31,788.00	15,893.87	50.00%
5705	Future CIP - PW	-	=	-	-	-	-	N/A
5707	Fututre CIP - Building Reserve	-	-	166 806 00	-	-	-	N/A
5725	Property Tax Reduction Appeals	-	-	166,896.00	(166,896.00)	222,528.00	222,528.00	0.00%
5801	Transfer of Funds	2.009.25	21 114 25	10 (14 24	- 12 400 01	- 174 810 00	- 142 704 75	N/A
5802	Transfer to General Fund	2,068.25	31,114.25	18,614.34	12,499.91	174,819.00	143,704.75	17.80%
5817	Transfer to Community Center Fund	-	-	-	-	-	-	N/A
5819	Transfer to TIF 1 Fund-370	-	-	-	=	-	-	N/A
5822	Transfer to Combined Street/Highway Fund	-	-	-	-	365,000.00	365,000.00	0.00%
5823	Transfer to 27D	25,000.00	230,416.67	225,000.00	5,416.67	365,000.00	134,583.33	63.13%
5824	Transfer to Special Infrastructure	-	450.040.01	-	- (2.024.42)	-	-	N/A
5826	Transfer to Aquatic Fund	18,097.83	158,949.31	162,880.74	(3,931.43)	170,000.00	11,050.69	93.50%
5834	Bond Principal - 2010-1	-	=	-	-	-	=	N/A

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City of Roeland Park

Statement of Activities

For the 9 Months Ended 9/30/2022

							Unencumbered	
		Current Month	Year to Date	Budget to Date	Variance	Amended Budget	Balance	% Used
5835	Bond Interest - 2010-1	-	-	-	-	-	-	N/A
5843	Bond Interest 2011-1							N/A
	Total Expenditures	1,020,788.06	8,245,564.07	11,875,463.37	(3,629,899.30)	15,121,397.63	6,875,833.56	54.53%
	Change in Fund Balance	\$ 343,848.74	\$ 3,297,061.18	\$ 3,751,929.72	\$ (454,868.54)	\$ 11,407,723.04	\$ 8,110,661.86	

Statement of Activities - BY FUND

For the 9 Months Ended 9/30/2022

		C	urrent Month	_	Year to Date		Budget to Date	Ar	mended Budget	% Used
40004999	Revenues									
000115	General Fund	\$	713,541.06	\$	5,739,991.69	\$	6,724,078.56	\$	9,327,284.26	61.54%
200	Bond & Interest Fund	\$	27,535.61	\$	512,067.32	\$	542,004.39	\$	695,893.13	73.58%
220	Aquatic Center Fund	\$	29,956.83	\$	276,923.03	\$	398,788.65	\$	574,130.59	48.23%
270	Combined Special Street & Highway Fu	\$	225,056.80	\$	1,050,241.19	\$	1,892,129.76	\$	4,080,399.81	25.74%
290	Community Center 27 - C	\$	45,911.98	\$	399,589.22	\$	173,714.13	\$	1,383,934.95	28.87%
300	Special Infrastructure 27 - D	\$	208,647.90	\$	1,021,475.19	\$	1,506,610.62	\$	2,629,120.06	38.85%
360	Equipment & Bldg Reserve Fund	\$	2,066.67	\$	40,558.15	\$	1,041,315.75	\$	2,976,847.36	1.36%
370	TIF 1A/B - Bella Roe / Walmart	\$	-	\$	1,216,522.92	\$	942,417.00	\$	1,035,869.95	117.44%
400	TDD#1 - Price Chopper	\$	49,750.85	\$	225,352.44	\$	(1,259,354.25)	\$	(1,392,079.66)	N/A
410	TDD#2 - Lowes	\$	32,169.10	\$	125,605.13	\$	(217,877.40)	\$	(114,783.52)	N/A
420	CID #1 - RP Shopping Center	\$	-	\$	8,483.39	\$	2,302,093.80	\$	3,037,111.13	0.28%
450	TIF 2A/D - McDonalds / City Hall	\$	-	\$	17.61	\$	-	\$	24,027.00	0.07%
510	TIF 3C - Old Pool Area	\$	-	\$	351,625.97	\$	820,950.66	\$	1,194,651.11	29.43%
520	Property Owners Association	\$	-	\$	33,847.00	\$	43,521.39	\$	57,968.50	58.39%
550	American Rescue Act	\$	-	\$	510,325.00	\$	717,000.03	\$	1,018,746.00	50.09%
560	TIF 4 Fund	\$	30,000.00	\$	30,000.00	\$		\$		N/A
	Total Revenues		1,364,636.80		11,542,625.25		15,627,393.09		26,529,121.00	43.51%
50009999	Expenditures									
000115	General Fund		548,605.50		4,021,755.67		4,685,427.09		6,501,802.03	61.86%
200	Bond & Interest Fund		-		20,952.88		453,346.65		584,970.20	3.58%
220	Aquatic Center Fund		22,183.05		226,009.49		283,691.34		374,431.40	60.36%
270	Combined Special Street & Highway Fu		201,113.18		737,056.98		1,755,350.28		2,552,467.00	28.88%
290	Community Center 27 - C		23,738.20		1,122,067.59		139,143.51		1,170,566.00	95.86%
300	Special Infrastructure 27 - D		223,210.01		622,274.43		696,937.50		1,287,000.00	48.35%
360	Equipment & Bldg Reserve Fund		418.68		1,148,969.48		109,421.28		1,143,895.00	100.44%
370	TIF 1A/B - Bella Roe / Walmart		26.44		6,631.71		166,896.00		368,118.00	1.80%
400	TDD#1 - Price Chopper		333.33		152,599.96		202,500.00		270,000.00	56.52%
410	TDD#2 - Lowes		166.67		73,700.03		96,750.00		149,000.00	49.46%
420	CID #1 - RP Shopping Center		-		-		2,302,093.53		(0.00)	N/A
450	TIF 2A/D - McDonalds / City Hall		-		10,152.00		-		24,027.00	42.25%
510	TIF 3C - Old Pool Area		993.00		13,465.68		462,749.94		76,000.00	17.72%
520	Property Owners Association		-		31,945.00		23,906.25		31,875.00	100.22%
550	American Rescue Act		-		54,983.17		497,250.00		587,246.00	9.36%
560	TIF 4 Fund			_	3,000.00	_	-			N/A
	Total Expenditures		1,020,788.06		8,245,564.07		11,875,463.37		15,121,397.63	54.53%
	Change in Fund Balance	\$	343,848.74	\$	3,297,061.18	\$	3,751,929.72	\$	11,407,723.37	

City of Roeland Park Statement of Activities - General Operating Fund For the 9 Months Ended 9/30/2022

						Amended	Budget vs. YTD	%
			Current Month	Year-to-Date	Budget to Date	Budget	Actual	Remaining
1	Revenu	105						
100108	4010	Cash Carryforward	\$ -	\$ -	\$ 1,984,770.45	\$ 2,995,245.00	\$ 2,995,245.00	0.00%
100100	4010	cash carryror ward	Y	Y	Ç 1,504,770.45	Ç 2,333,243.00	Ç 2,333,243.00	0.0076
		Taxes						
101108	4050	Ad Valorem Tax	89,402.02	2,459,428.01	2,021,717.07	2,424,303.00	(35,125.01)	101.45%
101108	4070	Personal Property Tax - Delinquent	-	-	150.03	200.00	200.00	0.00%
101108	4080	Real Property Tax - Delinquent	1,213.25	7,468.04	7,499.97	10,000.00	2,531.96	74.68%
		Total Taxes	90,615.27	2,466,896.05	2,029,367.07	2,434,503.00	(32,393.05)	101.33%
		Franchise Taxes						
101108	4310	Franchise Fee - Electric	35,919.78	212,841.28	202,677.75	272,000.00	59,158.72	78.25%
101108	4320	Franchise Fee - Gas	5,345.78	136,332.72	89,997.48	121,000.00	(15,332.72)	112.67%
101108	4330	Franchise Fee - Telephone	196.40	1,886.00	2,401.47	3,000.00	1,114.00	62.87%
101108	4340	Franchise Fee - Telecable	-	32,201.01	56,828.97	60,000.00	27,798.99	53.67%
101108	4350	Franchise Fee - Cellular		2,034.11	1,125.00		(2,034.11)	N/A
		Total Franchise Taxes	41,461.96	385,295.12	353,030.67	456,000.00	70,704.88	84.49%
		Special Assessments						
101115	4610	Special Assessments Special Assessments	_	_	562.50	750.00	750.00	0.00%
101108	4770	Solid Waste Assessment	14,144.51	573,501.88	430,857.36	574,476.50	974.62	99.83%
101100	4770	Total Special Assessments	14,144.51	573,501.88	431,419.86	575,226.50	1,724.62	99.70%
		Total Special Assessments		373,301.00	.01, 113.00			99.70%
		Intergovernmental Revenue						
101108	4020	Recreational Vehicle Tax	369.47	1,187.52	699.66	932.88	(254.64)	127.30%
101108	4021	Commercial Vehicle Tax	-	-	244.89	326.51	326.51	0.00%
101108	4030	City/County Alcohol Tax Distrib	-	-	-	-	-	N/A
101108	4040	Heavy Trucks Tax	167.09	646.77	279.90	373.15	(273.62)	173.33%
101108	4060	Motor Vehicle Tax	80,373.79	185,105.29	166,519.98	222,026.62	36,921.33	83.37%
101108	4110	City/county Sales & Use Tax	165,636.06	605,771.67	476,944.47	675,000.00	69,228.33	89.74%
101108	4115	Sales Tax 27B (280 Fund)	137,735.93	601,665.01	442,329.57	650,000.00	48,334.99	92.56%
101108	4120	County Jail Tax	41,409.14	157,477.46	118,056.60	165,000.00	7,522.54	95.44%
101108	4130	Safety Sales Tax	41,409.14	157,477.45	118,056.60	165,000.00	7,522.55	95.44%
101108	4141	Alcohol Tax	-	-	74.97	100.00	100.00	0.00%
101108	4145	Transient Guest Tax	-	6,742.72	2,999.97	4,000.00	(2,742.72)	168.57%
101108	4156	FEMA Grant	-	-	-	-	-	N/A
101108	4157	CARES Act Funding						N/A
		Total Intergovernmental Revenue	467,100.62	1,716,073.89	1,326,206.61	1,882,759.16	166,685.27	91.15%
		Licenses and Permits						
101108	4210	Street Cutting Permit	2,530.00	13,937.80	7,499.97	15,000.00	1,062.20	92.92%
101108	4215	Building Permit	4,664.20	28,146.65	37,500.03	50,000.00	21,853.35	56.29%
101108	4220	Electrical Permit	309.00	2,853.00	2,999.97	4,000.00	1,147.00	71.33%
101108	4225	Mechanical Permit	320.00	2,920.00	4,500.00	6,000.00	3,080.00	48.67%
101108	4230	Plumbing Permit	-	635.00	1,125.00	1,500.00	865.00	42.33%
101108	4235	Garage Sale Permit	25.00	110.00	299.97	400.00	290.00	27.50%
101108	4240	Sign Permit	-	200.00	450.00	600.00	400.00	33.33%
101108	4245	Cereal Malt Beverage License	-	(175.00)	412.47	550.00	725.00	-31.82%
101108	4250	Animal Licenses	150.00	2,261.00	3,750.03	3,500.00	1,239.00	64.60%
101108	4255	Home Occupational Licenses	360.00	560.00	749.97	1,000.00	440.00	56.00%
101108	4260	Rental Licenses	2,593.02	22,446.03	22,500.00	25,000.00	2,553.97	89.78%
101108	4265	Business Occupational Licenses	5,448.30	18,123.55	41,249.97	53,000.00	34,876.45	34.20%
		Total Licenses and Permits	16,399.52	92,018.03	123,037.38	160,550.00	68,531.97	57.31%
		Fines and Forfeitures						
101108	4410	Fine Fine	8,553.50	114,116.33	177,802.56	165,000.00	50,883.67	69.16%
101108	4410	Court Costs	814.50	5,810.31	17,453.97	7,750.00	1,939.69	74.97%
101108	4415	State Fees	2,836.50	14,683.16	13,300.56	17,000.00	2,316.84	74.97% 86.37%
	1-120		2,030.30	1-,003.10	15,500.50	17,000.00	2,310.04	00.37/0

Amended

Budget vs. YTD

City of Roeland Park

Statement of Activities - General Operating Fund For the 9 Months Ended 9/30/2022

			Current Month	Year-to-Date	Budget to Date	Budget	Actual	% Remaining
101108	4430	Bond Forfeits	-	-	2,250.00	1,000.00	1,000.00	0.00%
		Total Fines and Forfeitures	12,204.50	134,609.80	210,807.09	190,750.00	56,140.20	70.57%
		Other Sources						
101108	4279	Facility Rental	268.69	5,622.38		6,000.00	377.62	93.71%
110	4279	Pavilion Rental	200.09	5,022.36	-	6,000.00	377.62	
101108	4393	Bullet Proof Vest Grant	-	-	1 125 00	1,500.00	1,500.00	N/A
01108,11	4530	Reimbursed Expense	580.00	5,011.63	1,125.00 1,119.33	1,490.00		0.00% 336.35%
101108	4531	SRO Reimbursement	14,836.79	59,562.35	63,577.98		(3,521.63)	
101108	4710	Cell Tower Lease	6,479.45	64,794.50	58,314.87	85,000.00 77,753.25	25,437.65 12,958.75	70.07%
101108	4710	Plans & Special Events	55.00	371.00	1,500.03	2,000.00	1,629.00	83.33%
101108	4725	Police Reports	125.00	1,000.00	4,124.97	3,000.00	2,000.00	18.55% 33.33%
101108	4755	3rd Floor Lease Revenues	1,806.00	16,254.00	16,389.45	21,853.00	5,599.00	74.38%
101108	4767	1% for Art Contribution	1,800.00	39,622.00	10,363.43	76,000.00	36,378.00	52.13%
101108	4768	Service Line Agreement		39,022.00	1,953.45	2,500.00	2,500.00	
101108	4775	RPPOA Contract		31,875.00	23,906.25	31,875.00	2,300.00	0.00%
101108	4773	Sale of Assets	44,600.00	51,550.00	375.03	18,500.00	(33,050.00)	100.00% 278.65%
101108	4787	RP Community Foundation Donations	250.00	525.00	3,750.03	5,000.00	4,475.00	10.50%
101108	4788	Trash Bag Tags	250.00	525.00	3,730.03	3,000.00	4,473.00	
101108	4793	Insurance Payments		22,349.15	_		(22,349.15)	N/A
101108	4795	Miscellaneous	70.50	12,138.22	3,750.03	17,000.00	4,861.78	N/A
101108	4733		69,071.43	310,675.23	179,886.42	349,471.25	38,796.02	71.40%
		Total Other Sources	09,071.43	310,073.23	173,880.42	343,471.23	38,730.02	88.90%
		Other						
101108	45104511	Interest on Investment		17,647.73	54,567.18	72,756.00	55,108.27	24.26%
		Total Other		17,647.73	54,567.18	72,756.00	55,108.27	24.26%
		Transfer-In						
101108	4865	Transfer from TIF Funds		_	_	_		NI/A
101109	4803	Transfer from 27C	2,068.25	31,114.25	18,614.34	174,819.00	143,704.75	N/A
101109	4870	Total Transfer-In	2,068.25	31,114.25	18,614.34	174,819.00	143,704.75	17.80% 17.80%
		Total Hallster-III	2,000.23	31,114.23	10,014.54	174,013.00	143,704.73	17.80% N/A
101108		Total Revenues	713,066.06	5,727,831.98	6,711,707.07	9,292,079.91	3,564,247.93	61.64%
	Expendit	ures						
	-	General Overhead						
101	5107	Salaries - Intern	-	-	_	-	-	N/A
101	5201	Electric	768.20	11,984.01	7,799.22	10,398.88	(1,585.13)	115.24%
101	5202	Telephone	-	941.21	432.00	576.00	(365.21)	163.40%
101	5203	Printing & Advertising	141.16	1,701.08	1,350.00	1,800.00	98.92	94.50%
101	5204	Legal Printing	104.05	1,254.52	2,250.00	3,000.00	1,745.48	41.82%
101	5205	Postage & Mailing Permits	557.82	2,743.68	4,500.00	6,000.00	3,256.32	45.73%
101	5206	Travel Expense & Training	-	4,685.99	10,125.00	16,500.00	11,814.01	28.40%
101	5207	Medical Expense & Drug Testing	-	50.00	-	-	(50.00)	N/A
101	5208	Newsletter	725.88	8,204.60	11,475.00	15,300.00	7,095.40	53.62%
101	5209	Professional Services	1,250.00	31,500.59	61,177.50	69,070.00	37,569.41	45.61%
101	5210	Maintenance & Repair Building	3,581.40	11,246.96	16,125.03	21,500.00	10,253.04	52.31%
101	5211	Maintenace & Repair Equipment	359.00	647.14	150.03	200.00	(447.14)	323.57%
101	5212	Utility & Rental Assistance	-	-	11,250.00	15,000.00	15,000.00	0.00%
101	5213	Audit Fees	1,000.00	38,160.00	29,774.97	39,700.00	1,540.00	96.12%
101	5214	Other Contracted Services	4,895.64	63,330.36	58,016.25	77,355.00	14,024.64	81.87%
101	5215	City Attorney	-	62,909.00	76,469.40	101,959.00	39,050.00	61.70%
101	5216	Special Prosecuter Fees	500.00	777.27	4,500.00	6,000.00	5,222.73	12.95%
101	5217	Public Art	-	17,309.36	14,249.97	19,000.00	1,690.64	91.10%
101	5218	IT & Communication	15,342.00	33,835.00	24,000.03	32,000.00	(1,835.00)	105.73%
101	5219	Meeting Expense	-	-	524.97	700.00	700.00	0.00%
101	5220	Street Light Repair & Maintenance	33,372.51	70,565.70	31,124.97	46,500.00	(24,065.70)	151.75%

City of Roeland Park Statement of Activities - General Operating Fund For the 9 Months Ended 9/30/2022

			Current Month	Year-to-Date	Budget to Date	Amended Budget	Budget vs. YTD Actual	% Remaining
101	E222	Traffic Signal Expanse			-			E4 400/
101 101	5222 5230	Traffic Signal Expense	7,437.26 100.00	47,971.36 900.00	70,408.08 900.00	93,877.00	45,905.64 300.00	51.10%
	5232	Art Commissioner	100.00			1,200.00 6,000.00	500.00	75.00%
101 101	5233	United Community Services	-	6,000.00	4,500.00 11,250.00	•	-	100.00%
101	5234	JoCo Home Repair - Major	-	15,000.00 15,500.00	11,250.00	15,000.00 15,000.00	(500.00)	100.00%
101	5237	JoCo Home Repair - Major Community Events	-	5,278.48	7,125.03	9,500.00	4,221.52	103.33%
101	5239	Public Art Maintenance		5,276.46	7,125.05	9,300.00	4,221.32	55.56%
101	5245	Home Energy Audit Incentive	299.00	299.00	18,749.97	25,000.00	24,701.00	N/A 1.20%
101	5248	Strategic Planning	233.00	299.00	10,749.97	23,000.00	24,701.00	1.20% N/A
101	5249	Branding Implementation		-	-	3,000.00	3,000.00	0.00%
101	5250	Insurance & Surety Bonds	_	62,815.44	40,398.75	53,865.00	(8,950.44)	116.62%
101	5252	City Elections		-		-	(0,550.44)	N/A
101	5253	Public Relations	1,500.00	4,100.00	2,250.00	23,000.00	18,900.00	17.83%
101	5254	Miscellaneous Charges	-	8,435.95	6,000.03	8,000.00	(435.95)	105.45%
101	5256	Committee Funds	132.86	2,185.13	3,750.03	5,000.00	2,814.87	43.70%
101	5257	Property Tax Payments	-	-	9,562.50	12,750.00	12,750.00	0.00%
101	5258	RPPOA Common Area Expenses	_	33,847.00	25,385.22	33,847.00	-	100.00%
101	5265	Computer System R&M	-	12.93	375.03	500.00	487.07	2.59%
101	5266	Computer Software	-	12,151.69	21,375.00	28,500.00	16,348.31	42.64%
101	5267	Employee Related Expenses	1,803.70	3,969.25	3,750.03	5,000.00	1,030.75	79.39%
101	5273	Neighbors Helping Neighbors	-	300.00	15,000.03	20,000.00	19,700.00	1.50%
101	5282	Property Tax Rebate Program	-	10,077.87	22,500.00	30,000.00	19,922.13	33.59%
101	5283	RP Community Foundation Grant Expense	1,461.61	2,886.61	3,750.03	5,000.00	2,113.39	57.73%
101	5285	Pool Operations	-	, -	-	· -	· -	N/A
101	5287	Water	-	404.00	1,125.00	1,500.00	1,096.00	26.93%
101	5288	Waste Water	359.74	637.87	596.25	795.00	157.13	80.24%
101	5289	Natural Gas	302.66	3,107.31	2,205.18	2,940.00	(167.31)	105.69%
101	5292	Fireworks	-	-	1,874.97	2,500.00	2,500.00	0.00%
101	5293	Platting Fees	-	-	-	-	-	N/A
101	5301	Office Supplies	475.16	4,077.41	4,574.97	6,100.00	2,022.59	66.84%
101	5304	Janitorial Supplies	219.13	874.65	1,500.03	2,000.00	1,125.35	43.73%
101	5305	Dues, Subscriptions, & Books	731.93	17,911.38	11,549.97	15,400.00	(2,511.38)	116.31%
101	5306	Materials	-	-	-	-	-	N/A
101	5307	Other Commodities	-	-	-	-	-	N/A
101	5751	TIF Fund Expenditure	-	-	203,490.00	-	-	N/A
101	5801	Transfer of Funds	-	-	-	-	-	N/A
101	5817	Transfer to Community Center Fund	-	-	-	-	-	N/A
101	5818	Transfer to Bond & Interest Fund	-	-	-	-	-	N/A
101	5819	Transfer to TIF 1 Fund-370	-	-	-	-	-	N/A
101	5821	Transfer to TIF 2	-	-	-	-	-	N/A
101	5822	Transfer to Combined Street/Highway Fund	-	-	-	365,000.00	365,000.00	0.00%
101	5823	Transfer to 27D	25,000.00	230,416.67	225,000.00	365,000.00	134,583.33	63.13%
101	5824	Transfer to Special Infrastructure	-	-	-	-	-	N/A
101	5825	Transfer to Equip Reserve Fund	700.00	6,300.00	6,300.00	8,400.00	2,100.00	75.00%
101	5826	Transfer to Aquatic Fund	18,097.83	158,949.31	162,880.74	170,000.00	11,050.69	93.50%
		Total General Overhead	121,218.54	1,016,255.78	1,264,671.18	1,816,232.88	799,977.10	55.95%
		Police						
102	5101	Salaries - Regular	114,268.45	698,747.47	722,250.00	978,488.00	279,740.53	71.41%
102	5102	Salaries-Overtime	4,695.35	30,023.36	30,750.03	43,000.00	12,976.64	69.82%
102	5104	Salaries - Part-time	3,014.38	18,806.86	18,749.97	25,412.50	6,605.64	74.01%
102	5202	Telephone	607.29	5,048.88	6,000.03	8,000.00	2,951.12	63.11%
102	5203	Printing & Advertising	-	-,,,,,,,,,,	150.03	200.00	200.00	0.00%
102	5205	Postage & Mailing Permits	-	13.36	74.97	100.00	86.64	13.36%
102	5206	Travel Expense & Training	320.00	2,512.03	6,000.03	8,000.00	5,487.97	31.40%
		,		,-	-,	,	-,	

Statement of Activities - General Operating Fund For the 9 Months Ended 9/30/2022

			Current Month	Year-to-Date	Budget to Date	Amended Budget	Budget vs. YTD Actual	% Remaining
102	5207	Medical Expense & Drug Testing		1,874.29	749.97	1,000.00	(874.29)	187.43%
102	5210	Maintenance & Repair Building	-	-,-: -	150.03	200.00	200.00	0.00%
102	5211	Maintenace & Repair Equipment	39.98	1,381.49	2,250.00	3,000.00	1,618.51	46.05%
102	5214	Other Contracted Services	891.35	19,708.87	15,975.00	25,700.00	5,991.13	76.69%
102	5217	Public Art	-	-	-	-	-	N/A
102	5218	IT & Communication	2,670.00	2,670.00	-	-	(2,670.00)	N/A
102	5219	Meeting Expense	-	-	37.53	50.00	50.00	0.00%
102	5224	Laundry Service	(289.55)	1,806.05	1,500.03	2,000.00	193.95	90.30%
102	5225	Mental Health Co-responder	-	4,717.67	14,100.03	18,800.00	14,082.33	25.09%
102	5236	Community Policing	-	126.51	375.03	500.00	373.49	25.30%
102	5238	Animal Control	-	-	24,951.78	33,269.00	33,269.00	0.00%
102	5250	Insurance & Surety Bonds	-	-	112.50	150.00	150.00	0.00%
102	5254	Miscellaneous Charges	=	-	112.50	150.00	150.00	0.00%
102	5260	Vehicle Maintenance	1,101.70	15,457.97	11,250.00	15,000.00	(457.97)	103.05%
102	5266	Computer Software	=	-	1,125.00	1,500.00	1,500.00	0.00%
102	5267	Employee Related Expenses	-	-	-	-	-	N/A
102	5301	Office Supplies	279.10	931.46	150.03	200.00	(731.46)	465.73%
102	5302	Motor Fuels & Lubricants	3,365.47	25,588.58	16,537.50	28,000.00	2,411.42	91.39%
102	5305	Dues, Subscriptions, & Books	-	977.72	798.75	1,065.00	87.28	91.80%
102	5306	Materials	-	-	375.03	500.00	500.00	0.00%
102	5307	Other Commodities	-	159.79	1,012.32	1,350.00	1,190.21	11.84%
102	5308	Clothing & Uniforms	3,570.99	18,371.96	7,499.97	15,000.00	(3,371.96)	122.48%
102	5309	Amunition	-	1,382.40	1,874.97	2,500.00	1,117.60	55.30%
102	5310	Training Supplies	-	-	375.03	500.00	500.00	0.00%
102	5825	Transfer to Equip Reserve Fund	700.00	19,891.25	85,871.25	171,495.00	151,603.75	11.60%
		Total Police	135,234.51	870,197.97	971,159.31	1,385,129.50	514,931.53	62.82%
		Court						
103	5101	Salaries - Regular	5,275.75	27,647.15	34,499.97	44,968.00	17,320.85	61.48%
103	5102	Salaries-Overtime	46.84	1,165.54	974.97	5,000.00	3,834.46	23.31%
103	5108	Salaries - Judge	-	-	-	-	-	N/A
103	5109	Salaries - Prosecutor	-	-	-	-	-	N/A
103	5202	Telephone	-	-	-	-	-	N/A
103	5203	Printing & Advertising	-	89.00	93.78	125.00	36.00	71.20%
103	5206	Travel Expense & Training	40.00	432.20	225.00	500.00	67.80	86.44%
103	5207	Medical Expense & Drug Testing	-	67.00	-	-	(67.00)	N/A
103	5209	Professional Services	300.00	3,441.15	5,249.97	7,000.00	3,558.85	49.16%
103	5211	Maintenace & Repair Equipment	-	-	-	-	-	N/A
103	5214	Other Contracted Services	2,583.34	23,250.06	23,249.97	31,000.00	7,749.94	75.00%
103	5219	Meeting Expense	-	-	74.97	100.00	100.00	0.00%
103	5227	Prisoner Care	-	3,285.00	4,500.00	6,000.00	2,715.00	54.75%
103	5228	Fees Due State of Kansas	1,505.41	5,386.66	13,300.56	17,734.00	12,347.34	30.37%
103	5242	Restitution	-	-	-	-	-	N/A
103	5250	Insurance & Surety Bonds	-	-	18.72	25.00	25.00	0.00%
103	5254	Miscellaneous Charges	-	-	-	-	-	N/A
103	5266	Computer Software	-	9,240.29	9,074.97	12,100.00	2,859.71	76.37%
103	5301	Office Supplies	-	-	-	-	-	N/A
103	5305	Dues, Subscriptions, & Books	-	122.50	225.00	300.00	177.50	40.83%
103	5308	Clothing & Uniforms	-	-	37.53	50.00	50.00	0.00%
103	5403	Office Equipment	-	-	-	-	-	N/A
103	5410	Technology Upgrades						N/A
		Total Court	9,751.34	74,126.55	91,525.41	124,902.00	50,775.45	59.35%
		Neighborhood Services						
104	5101	Salaries - Regular	14,992.00	94,784.00	92,250.00	125,600.00	30,816.00	75.46%
104	5102	Salaries-Overtime	-	-	375.03	500.00	500.00	0.00%

Statement of Activities - General Operating Fund For the 9 Months Ended 9/30/2022

			Current Month	Year-to-Date	Budget to Date	Amended Budget	Budget vs. YTD Actual	% Remaining
104	5202	Telephone	110.02	830.14	1,260.00	1,680.00	849.86	49.41%
104	5203	Printing & Advertising	-	-	375.03	500.00	500.00	0.00%
104	5206	Travel Expense & Training	117.00	1,041.18	825.03	1,100.00	58.82	94.65%
104	5214	Other Contracted Services	-	-	4,124.97	5,500.00	5,500.00	0.00%
104	5219	Meeting Expense	-	-	150.03	200.00	200.00	0.00%
104	5260	Vehicle Maintenance	-	482.05	749.97	3,500.00	3,017.95	13.77%
104	5302	Motor Fuels & Lubricants	48.40	502.21	-	300.00	(202.21)	167.40%
104	5305	Dues, Subscriptions, & Books	-	1,081.38	375.03	1,350.00	268.62	80.10%
104	5308	Clothing & Uniforms	-	-	225.00	300.00	300.00	0.00%
104	5403	Office Equipment	-	-	-	-	-	N/A
104	5825	Transfer to Equip Reserve Fund	<u> </u>			10,000.00	10,000.00	0.00%
		Total Neighborhood Services	15,267.42	98,720.96	100,710.09	150,530.00	51,809.04	65.58%
		Administration						
105	5101	Salaries - Regular	25 150 40	222 642 67	219 000 07	299,064.00	75,420.33	74.700/
105	5101	Salaries - Regulai Salaries - Part-time	35,150.40 5,310.07	223,643.67 32,801.98	218,999.97 32,249.97	43,968.00	11,166.02	74.78%
105	5104	Salaries - Intern	1,345.16	6,742.44	9,000.00	12,000.00	5,257.56	74.60% 56.19%
105	5202	Telephone	160.00	1,440.00	1,440.00	1,920.00	480.00	75.00%
105	5202	Printing & Advertising	-	-	-	1,520.00		73.00% N/A
105	5206	Travel Expense & Training	20.00	2,613.46	6,824.97	6,600.00	3,986.54	39.60%
105	5207	Medical Expense & Drug Testing	-	117.00	-	-	(117.00)	N/A
105	5214	Other Contracted Services	98.54	1,370.11	1,839.78	2,453.00	1,082.89	55.85%
105	5219	Meeting Expense	-	-,	-,	-,	-,	N/A
105	5226	Car Allowance	450.00	4,050.00	4,050.00	5,400.00	1,350.00	75.00%
105	5250	Insurance & Surety Bonds	-	-	-	· -	· -	N/A
105	5254	Miscellaneous Charges	-	-	-	_	-	N/A
105	5301	Office Supplies	<u>-</u>	-	-	-	-	N/A
105	5305	Dues, Subscriptions, & Books	-	1,884.91	1,942.47	2,590.00	705.09	72.78%
105	5308	Clothing & Uniforms	-	-	-	-	-	N/A
105	5403	Office Equipment				175.00	175.00	0.00%
		Total Administration	42,534.17	274,663.57	276,347.16	374,170.00	99,506.43	73.41%
106	5101	Public Works	42.026.02	272 006 26	229 670 47	380 400 00	17 212 74	04.030/
106 106	5101	Salaries - Regular Salaries-Overtime	43,036.82 595.20	272,096.26 9,535.94	228,679.47 7,300.53	289,409.00 9,734.00	17,312.74 198.06	94.02%
106	5102	Salaries - Intern	-	5,333.54 -	5,249.97	9,734.00	198.00	97.97% N/A
106	5201	Electric	18.14	8,929.55	6,819.03	9,090.00	160.45	98.23%
106	5202	Telephone	160.01	1,557.57	1,556.28	2,075.00	517.43	75.06%
106	5203	Printing & Advertising	-	344.80	600.03	800.00	455.20	43.10%
106	5206	Travel Expense & Training	<u>-</u>	2,698.65	6,000.03	8,000.00	5,301.35	33.73%
106	5207	Medical Expense & Drug Testing	-	-	600.03	800.00	800.00	0.00%
106	5209	Professional Services	-	-	-	-	-	N/A
106	5210	Maintenance & Repair Building	27.00	1,537.07	2,625.03	3,500.00	1,962.93	43.92%
106	5211	Maintenace & Repair Equipment	-	12,115.48	18,749.97	30,000.00	17,884.52	40.38%
106	5214	Other Contracted Services	3,631.25	25,790.25	29,250.00	39,000.00	13,209.75	66.13%
106	5219	Meeting Expense	-	433.42	299.97	300.00	(133.42)	144.47%
106	5221	Streets Maintenance - Contract	-	-	-	-	-	N/A
106	5240	Equipment Rental	1,464.91	3,457.81	-	4,000.00	542.19	86.45%
106	5259	Traffic Control Signs	-	1,026.94	7,499.97	10,000.00	8,973.06	10.27%
106	5260	Vehicle Maintenance	867.18	4,006.13	5,625.00	7,500.00	3,493.87	53.42%
106	5262	Grounds Maintenance	- 2 050 00	- 12 265 27	- 24 400 07	-	-	N/A
106	5263 5266	Tree Maintenance	3,050.00	13,365.37	34,499.97	46,000.00	32,634.63	29.06%
106 106	5266 5287	Computer Software Water	-	- 3,381.18	299.97 4,875.03	400.00 6,250.00	400.00 2,868.82	0.00% 54.10%
106	5288	Waste Water	236.80	1,073.47	2,400.03	2,750.00	1,676.53	54.10% 39.04%
106	5289	Natural Gas	64.70	4,512.52	4,207.50	6,100.00	1,587.48	73.98%
	3203		54.76	1,512.52	1,207.30	5,100.00	1,307.40	, 3.30/0

City of Roeland Park Statement of Activities - General Operating Fund For the 9 Months Ended 9/30/2022

			Current Month	Year-to-Date	Budget to Date	Amended Budget	Budget vs. YTD Actual	% Remaining
106	5290	Street Light Electric	-	21,689.96	16,013.52	21,350.00	(339.96)	101.59%
106	5302	Motor Fuels & Lubricants	1,552.24	15,010.59	14,338.80	20,000.00	4,989.41	75.05%
106	5304	Janitorial Supplies	-	249.74	562.50	750.00	500.26	33.30%
106	5305	Dues, Subscriptions, & Books	-	780.00	600.03	800.00	20.00	97.50%
106	5306	Materials	294.35	2,163.28	3,375.00	4,500.00	2,336.72	48.07%
106	5308	Clothing & Uniforms	108.60	3,144.41	2,999.97	4,000.00	855.59	78.61%
106	5318	Tools	47.44	2,056.38	1,874.97	2,500.00	443.62	82.26%
106	5319	Rain Barrel Reimbursement	-	-	-	100.00	100.00	0.00%
106	5403	Office Equipment	-	-	1,125.00	1,500.00	1,500.00	0.00%
106	5421	Street Maintenance	542.80	1,164.76	159,000.03	212,000.00	210,835.24	0.55%
106	5425	Other Capital Outlay	450.79	938.81	2,250.00	3,000.00	2,061.19	31.29%
106	5825	Transfer to Equip Reserve Fund	666.67	6,000.03	6,000.03	8,000.00	1,999.97	75.00%
		Total Public Works	56,814.90	419,060.37	575,277.66	754,208.00	335,147.63	55.56%
		Employee Benefits						
107	5122	FICA City Contribution	19,708.77	124,017.57	132,374.97	179,091.82	55,074.25	69.25%
107	5123	KPERS City Contribution	12,423.69	71,744.31	75,750.03	102,629.14	30,884.83	69.91%
107	5124	Ks Unemployment Insurance	-	65.79	31,500.00	42,000.00	41,934.21	0.16%
107	5125	Worker's Compensation	-	59,643.00	41,492.25	60,000.00	357.00	99.41%
107	5126	Health/Dental/Vision Insurance	35,611.52	334,238.64	342,000.00	456,000.00	121,761.36	73.30%
107	5127	Health Savings Account	3,789.60	24,672.30	41,249.97	50,000.00	25,327.70	49.34%
107	5128	401A City Contribution	611.28	5,807.16	5,861.25	7,815.00	2,007.84	74.31%
107	5130	City Paid Life/ST Disability	847.02	8,089.17	8,174.97	10,900.00	2,810.83	74.21%
107	5131	KP&F City Contribution	24,269.86	145,652.94	165,206.25	223,835.69	78,182.75	65.07%
107	5133	Wellness Incentive			1,500.03	2,000.00	2,000.00	0.00%
		Total Employee Benefits	97,261.74	773,930.88	845,109.72	1,134,271.65	360,340.77	68.23%
		City Council						
108	5103	Salaries - Elected Officials	3,910.00	35,190.00	35,190.00	46,920.00	11,730.00	75.00%
108	5206	Travel Expense & Training	(1,202.00)	3,359.21	5,775.03	7,700.00	4,340.79	43.63%
108	5214	Other Contracted Services	-	-	5,625.00	7,500.00	7,500.00	0.00%
108	5251	Mayor Expenses	-	-	749.97	1,000.00	1,000.00	0.00%
108	5305	Dues, Subscriptions, & Books		400.00	607.50	810.00	410.00	49.38%
		Total City Council	2,708.00	38,949.21	47,947.50	63,930.00	24,980.79	60.92%

City of Roeland Park Statement of Activities - General Operating Fund For the 9 Months Ended 9/30/2022

						Amended	Budget vs. YTD	%
			Current Month	Year-to-Date	Budget to Date	Budget	Actual	Remaining
		Parks and Recreation						
110	5101	Salaries - Regular	8,400.80	54,214.60	53,250.03	75,968.00	21,753.40	71.37%
110	5104	Salaries - Part-time	-	-	-	7,410.00	7,410.00	0.00%
110	5202	Telephone	30.00	240.00	270.00	360.00	120.00	66.67%
110	5203	Printing & Advertising	-	-	-	-	-	N/A
110	5206	Travel Expense & Training	-	-	1,125.00	1,500.00	1,500.00	0.00%
110	5214	Other Contracted Services	-	898.84	-	-	(898.84)	N/A
110	5241	Community Garden	-	-	749.97	1,000.00	1,000.00	0.00%
110	5260	Vehicle Maintenance	-	183.56	-	-	(183.56)	N/A
110	5262	Grounds Maintenance	319.96	9,346.73	18,000.00	24,000.00	14,653.27	38.94%
110	5302	Motor Fuels & Lubricants			375.03	500.00	500.00	0.00%
		Total Parks and Recreation	8,750.76	64,883.73	73,770.03	110,738.00	45,854.27	58.59%
		Solid Waste						
115	5101	Salaries - Regular	-	-	10,220.22	12,500.00	12,500.00	0.00%
115	5102	Salaries-Overtime	-	-	-	-	-	N/A
115	5203	Printing & Advertising	-	-	-	-	-	N/A
115	5211	Maintenace & Repair Equipment	-	1,496.00	6,000.03	9,500.00	8,004.00	15.75%
115	5235	Disposal Fees	740.00	5,720.00	9,656.28	12,000.00	6,280.00	47.67%
115	5240	Equipment Rental	-	-	375.03	500.00	500.00	0.00%
115	5271	Composte Bin Rebate Program	-	115.00	749.97	1,000.00	885.00	11.50%
115	5272	Solid Waste Contract	45,387.50	367,775.00	407,362.50	545,190.00	177,415.00	67.46%
115	5302	Motor Fuels & Lubricants		544.55	1,545.03	3,000.00	2,455.45	18.15%
		Total Solid Waste	46,127.50	375,650.55	435,909.06	583,690.00	208,039.45	64.36%
101108		Total Expenditures	535,668.88	4,006,439.57	4,682,427.12	6,497,802.03	2,491,362.46	61.66%
101108		Change in Fund Balance	177,397.18	1,721,392.41	2,029,279.95	2,794,277.88	1,072,885.47	
101.108	2910.2970	Fund Balance, Beginning		2,995,245.69				
		Fund Balance, Ending		\$ 4,716,638.10				

Statement of Activities - General Fund Restricted for Special Law Enforcement Fund

For the 9 Months Ended 9/30/2022

		Cur	rent Month	Ye	ear-to-Date	Bu	dget to Date	Amended	Budget	Bu	idget vs. YTD Actual	% Remaining
Revenue	es											
4010	Cash Carryforward	\$	-	\$	-	\$	11,621.52	\$ 24	1,204.35	\$	24,204.35	0.00%
4432	Spec. Law Enforcement Revenues		475.00		525.00		749.97	:	1,000.00		475.00	52.50%
4433	K9 Contributions		-		10,000.00		-	10	0,000.00		-	100.00%
4434	State Opiod Settlement		-		1,634.71		-			_	(1,634.71)	N/A
	Total Revenues		475.00		12,159.71		12,371.49	3	,204.35	_	23,044.64	34.54%
Expendit	ures K9 Expenses		12,936.62		13,656.38		749.97	:	1,000.00		(12,656.38)	1365.64%
5317	Special Law Enforcement Expenses		-		1,659.72		2,250.00	3	3,000.00		1,340.28	55.32%
	Total Expenditures		12,936.62		15,316.10		2,999.97		١,000.00		(11,316.10)	382.90%
	Change in Fund Balance	\$	(12,461.62)	\$	(3,156.39)	<u>\$</u>	9,371.52	\$ 3:	,204.35	<u>\$</u>	34,360.74	
2910.2970	Fund Balance, Beginning				24,204.91							
	Fund Balance, Ending			\$	21,048.52							

Statement of Activities - Bond & Interest Fund For the 9 Months Ended 9/30/2022

		Cui	rent Month		ear to Date	Ві	udget to Date_	Δ	mended Budget	В	udget vs. YTD Actual	% Remaining
4010	Cash Carryforward	\$	-	\$	-	\$	86,672.34	\$	108,273.05	\$	108,273.05	0.00%
4020	Recreational Vehicle Tax		26.57		85.39		50.31		67.12		(18.27)	127.22%
4021	Commercial Vehicle Tax		-		-		-		-		-	N/A
4040	Heavy Trucks Tax		12.03		46.84		20.16		26.85		(19.99)	174.45%
4050	Ad Valorem Tax		5,403.22		148,092.18		145,449.45		174,441.00		26,348.82	84.90%
4060	Motor Vehicle Tax		5,782.36		13,317.13		12,017.34		16,023.11		2,705.98	83.11%
4070	Personal Property Tax - Delinquent		-		-		37.53		50.00		50.00	0.00%
4080	Real Property Tax - Delinquent		47.67		497.65		1,500.03		2,000.00		1,502.35	24.88%
4511	Interest on Invested Assets		-		3,312.61		9,376.20		12,502.00		9,189.39	26.50%
4620	Special Assessments - Delinquent		-		-		225.00		300.00		300.00	0.00%
4630	Storm Drainage RC12-013		1,414.71		57,531.93		43,687.53		58,250.00		718.07	98.77%
4640	Storm Drainage RC12-012		1,787.07		88,931.38		66,386.25		88,515.00		(416.38)	100.47%
4650	Storm Drainage RC12-014		1,811.98		99,002.21		75,332.25		100,445.00		1,442.79	98.56%
4791	Bond Proceeds		-		-		-		-		-	N/A
4830	Transfer from 27A Fund		11,250.00		101,250.00		101,250.00		135,000.00		33,750.00	75.00%
4840	Transfer From General Fund		-		-		-				-	N/A
	Total Revenues		27,535.61		512,067.32		542,004.39		695,893.13	_	183,825.81	73.58%
5209	Professional Services		-		-		2,324.97		3,100.00		3,100.00	0.00%
5608	Principal Bonds - 2010-1		-		-		-		-		-	N/A
5609	Interest Bonds - 2010-1		-		-		-		-		-	N/A
5614	Bond Principal 2014-1		-		-		-		-		-	N/A
5615	Bond Interest 2014-1		-		-		-		-		-	N/A
5616	Bond Principal 2020-1		-		-		243,722.97		324,964.00		324,964.00	0.00%
5617	Bond Interest 2020-1		-		15,894.13		23,841.00		31,788.00		15,893.87	50.00%
5628	Principal Bonds - 2011-2		-		-		-		-		-	N/A
5629	Interest Bonds - 2011-2		-		-		-		-		-	N/A
5644	Principal Bonds - 2012-1		-		-		161,250.03		215,000.00		215,000.00	0.00%
5645	Interest Bonds - 2012-1		-		5,058.75		7,588.53		10,118.00		5,059.25	50.00%
5751	TIF Fund Expenditure		-		-		14,619.15		0.20		0.20	0.00%
5834	Bond Principal - 2010-1		-		-		-		-		-	N/A
5835	Bond Interest - 2010-1		-		-		-		-		-	N/A
5843	Bond Interest 2011-1		-		-		-				-	N/A
	Total Expenditures			_	20,952.88		453,346.65		584,970.20		564,017.32	3.58%
	Change in Fund Balance	\$	27,535.61	\$	491,114.44	\$	88,657.74	\$	110,922.93	\$	(380,191.51)	
2910.2970	Fund Balance, Beginning				108,274.34							
	Fund Balance, Ending			\$	599,388.78							

Statement of Activities - Aquatic Center Fund For the 9 Months Ended 9/30/2022

Budget vs. YTD	Βı	ıde	et	vs.	ΥT	D
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									В	udget vs. YTD	
		Cui	rent Month	 Year to Date	В	Sudget to Date	Ar	mended Budget		Actual	% Remaining
4010	Cash Carryforward	\$	-	\$ -	\$	115,097.31	\$	280,149.59	\$	280,149.59	0.00%
4155	Grants	\$	-	\$ -	\$	-	\$	-	\$	-	N/A
4274	Daily Admissions	\$	11,859.00	\$ 56,426.00	\$	-	\$	57,500.00	\$	1,074.00	98.13%
4275	Program Fees - Season Pass		-	37,567.92		42,487.47		37,500.00		(67.92)	100.18%
4276	Superpass		-	2,355.00		1,874.97		2,500.00		145.00	94.20%
4277	Participation Fees		-	8,458.58		42,487.47		8,500.00		41.42	99.51%
4278	Advertising Sponsorship		-	-		1,500.03		0.00		0.00	0.00%
4279	Facility Rental		-	-		1,874.97		700.00		700.00	0.00%
4280	Swim Lessons		-	2,711.00		10,500.03		3,000.00		289.00	90.37%
4281	Swim Team		-	-		7,125.03		(0.00)		(0.00)	N/A
4282	Aerobics		-	-		-		-		-	N/A
4290	Concession Revenue		-	9,583.96		11,250.00		12,000.00		2,416.04	79.87%
4291	Retail Sales - Taxable		-	-		150.03		200.00		200.00	0.00%
4292	Taxable Sales Discounts (contract)		-	-		-		-		-	N/A
4511	Interest on Invested Assets		-	871.26		1,560.60		2,081.00		1,209.74	41.87%
4840	Transfer From General Fund		18,097.83	158,949.31		162,880.74		170,000.00		11,050.69	93.50%
4843	Transfer from Equip Reserve Fund		-	-		-		-		-	N/A
	Total Revenues		29,956.83	276,923.03		398,788.65		574,130.59	_	297,207.56	48.23%
	Expenditures										
5101	Salaries - Regular		1,883.92	5,928.16		12,300.03		13,450.40		7,522.24	44.07%
5102	Salaries-Overtime		-	166.91		450.00		600.00		433.09	27.82%
5104	Salaries - Part-time		11,724.30	97,567.25		125,250.03		75,000.00		(22,567.25)	130.09%
5120	Cell Phone Allowance		-	-		90.00		120.00		120.00	0.00%
5126	Health/Dental/Vision Insurance		-	-		-		_		-	N/A
5201	Electric		1,188.63	9,814.61		12,505.59		7,400.00		(2,414.61)	132.63%
5202	Telephone		-	-		450.00		600.00		600.00	0.00%
5203	Printing & Advertising		_	-		1,125.00		1,500.00		1,500.00	0.00%
5205	Postage & Mailing Permits		_	-		749.97		1,000.00		1,000.00	0.00%
5206	Travel Expense & Training		_	5,299.65		1,500.03		5,500.00		200.35	96.36%
5207	Medical Expense & Drug Testing		_	2,211.00		1,350.00		2,250.00		39.00	98.27%
5209	Professional Services		_	6,913.55		4,124.97		6,870.00		(43.55)	100.63%
5210	Maintenance & Repair Building		_	21,526.24		23,249.97		24,000.00		2,473.76	89.69%
5211	Maintenace & Repair Equipment		820.00	2,045.03		11,250.00		5,000.00		2,954.97	40.90%
5214	Other Contracted Services		433.31	4,186.47		14,318.28		8,491.00		4,304.53	49.30%
5223	Pool Management Fee		-	-				-		-	N/A
5225	Mental Health Co-responder		-	_		-		-		_	N/A
5229	Permits		_	755.00		749.97		1,000.00		245.00	75.50%
5238	Animal Control		_	-		-		-		-	N/A
5240	Equipment Rental		24.00	220.90		2,400.03		3,200.00		2,979.10	6.90%
5241	Community Garden		-	-		-		-		-	N/A
5250	Insurance & Surety Bonds		_	_		_		_		_	N/A
5253	Public Relations		_	_		_		_		_	N/A
5266	Computer Software		_	4,635.00		3,375.00		4,650.00		15.00	99.68%
5287	Water		_	17,137.11		8,497.53		13,000.00		(4,137.11)	131.82%
5288	Waste Water		5,724.88	23,679.28		12,359.97		16,000.00		(7,679.28)	148.00%
5289	Natural Gas		73.03	660.09		3,089.97		3,000.00		2,339.91	22.00%
5301	Office Supplies		75.05	87.13		749.97		1,000.00		912.87	8.71%
2201	Office Supplies		-	67.15		143.31		1,000.00		312.07	0.71/0

Statement of Activities - Aquatic Center Fund For the 9 Months Ended 9/30/2022

Budget vs. YTD Current Month Year to Date Amended Budget Actual % Remaining **Budget to Date** 5302 Motor Fuels & Lubricants 200.00 0.00% 150.03 200.00 5303 Sand and Salt (86.23)86.23 N/A 5304 **Janitorial Supplies** 449.62 1,125.00 1,500.00 1,050.38 29.97% 5305 Dues, Subscriptions, & Books 375.03 500.00 500.00 0.00% 5306 Materials 372.09 9,749.97 3,000.00 2,627.91 12.40% 5307 Other Commodities 350.00 3,387.87 1,874.97 4,000.00 612.13 84.70% 2,000.00 5308 Clothing & Uniforms 1,437.95 2,999.97 562.05 71.90% 5311 Pool Equipment 1,500.03 2,000.00 2,000.00 0.00% 2,050.00 5312 **Grounds Supplies and Equipment** 107.06 375.03 1,942.94 5.22% 5313 Safety Supplies/Equip 236.25 1,125.00 1,000.00 763.75 23.63% 56.76 5314 Operating Supplies/Personal Care 375.03 500.00 443.24 11.35% 5318 55.56 200.00 Tools 150.03 144.44 27.78% 332.98 7,513.16 8,000.00 486.84 93.91% 5325 Concessions food and supplies 5,625.00 10,079.07 5326 Chemicals 13,005.00 10,850.00 770.93 92.89% 5330 Aquatics Center Over/Under Reconciliation (372.00)(605.51)605.51 N/A 5403 Office Equipment 2,250.00 3,000.00 3,000.00 0.00% 5404 Furnishings & Appliances 749.97 1,000.00 1,000.00 0.00% 5442 **Building Improvement** 141,000.00 141,000.00 0.00% 2,324.97 **Total Expenditures** 22,183.05 226,009.49 283,691.34 374,431.40 148,421.91 60.36% **Change in Fund Balance 7,773.78** \$ 50,913.54 \$ 115,097.31 \$ 199,699.19 148,785.65 280,149.30 2910.2970 Fund Balance, Beginning **Fund Balance, Ending** 331,062.84

%

City of Roeland Park

Statement of Activities - Special Street Fund 27A For the 9 Months Ended 9/30/2022

Budget vs. YTD

		Current Month	Year to Date	Budget to Date	Amended Budget	Actual	Remaining
	Revenues						
4010	Cash Carryforward	\$ -	\$ -	\$ 557,988.75	\$ 1,368,419.81	\$ 1,368,419.81	0.00%
4110	City/county Sales & Use Tax	183,647.90	753,765.37	598,513.50	830,000.00	76,234.63	90.82%
4135	County Courthouse Sales Tax	41,408.90	157,476.54	120,417.03	160,000.00	2,523.46	98.42%
4140	Spec City/county Highway Fund	-	135,292.75	142,725.33	190,000.00	54,707.25	71.21%
4150	CARS Funding	-	-	465,000.03	946,000.00	946,000.00	0.00%
4155	Grants	-	-	-	151,000.00	151,000.00	0.00%
4511	Interest on Invested Assets	-	3,706.53	7,485.12	9,980.00	6,273.47	37.14%
4530	Reimbursed Expense	-	-	-	60,000.00	60,000.00	0.00%
4840	Transfer From General Fund	-	-	-	365,000.00	365,000.00	0.00%
4843	Transfer from Equip Reserve Fund	-	-	-	-	-	N/A
4860	Transfer from Special Highway	-	-	-	-	-	N/A
	Total Revenues	225,056.80	1,050,241.19	1,892,129.76	4,080,399.81	3,030,158.62	25.74%
	Expenditures						
5101	Salaries - Regular	-	-	54,350.37	72,467.00	72,467.00	0.00%
5209	Professional Services	7,773.50	58,300.80	67,500.00	90,000.00	31,699.20	64.78%
5303	Sand and Salt	-	13,085.66	18,749.97	25,000.00	11,914.34	52.34%
5422	Street Light Replacement	-	-	67,500.00	-	-	N/A
5430	Residential Street Reconstruction	11,656.68	119,311.43	74,999.97	199,000.00	79,688.57	59.96%
5454	Sidewalk Improvements	-	3,005.20	18,749.97	25,000.00	21,994.80	12.02%
5457	CARS 2020 - Roe	-	-	-	-	-	N/A
5458	CARS 2018	-	-	-	-	-	N/A
5459	CARS 2019	-	-	-	-	-	N/A
5460	CARS 2022 - 53rd Street	-	15,372.61	119,999.97	390,000.00	374,627.39	3.94%
5461	CARS 2022 - Johnson Dr.	-	3,183.32	161,250.03	215,000.00	211,816.68	1.48%
5462	2025 CARS - 55th b/t SMP & Roe	-	-	-	-	-	N/A
5463	2023 CARS - Elledge b/t Roe Ln & 47th	170,433.00	422,046.96	1,049,249.97	1,361,000.00	938,953.04	31.01%
5464	2023 CARS - Mission Rd. 47th-53rd	-	-	-	-	-	N/A
5465	RSRP - Nall from 51st to 58th	-	-	-	-	-	N/A
5466	2023 CARS - 48th from Roe Lane to Roe B	-	1,501.00	12,750.03	28,000.00	26,499.00	5.36%
5467	2023 CARS - 53rd from Mission to Chadwi	-	-	9,000.00	12,000.00	12,000.00	0.00%
5801	Transfer of Funds	-	-	-	-	-	N/A
5802	Transfer to General Fund	-	-	-	-	-	N/A
5818	Transfer to Bond & Interest Fund	11,250.00	101,250.00	101,250.00	135,000.00	33,750.00	75.00%
	Total Expenditures	201,113.18	737,056.98	1,755,350.28	2,552,467.00	1,815,410.02	28.88%
	Change in Fund Balance	\$ 23,943.62	\$ 313,184.21	\$ 136,779.48	\$ 1,527,932.81	\$ 1,214,748.60	
50,2910.2970	Fund Balance, Beginning		1,368,420.50				
	Fund Balance, Ending		\$ 1,681,604.71				

Statement of Activities - Community Center Fund 27C For the 9 Months Ended 9/30/2022

		Current Month	Year to Date	Budget to Date	Amended Budget	Budget vs. YTD Actual	% Remaining
	Revenues						
4010	Cash Carryforward	\$ -	\$ -	\$ 20,134.98	\$ 970,667.95	\$ 970,667.95	0.00%
4110	City/county Sales & Use Tax	45,911.98	188,441.52	149,628.96	205,000.00	16,558.48	91.92%
4155	Grants	-	210,188.00	-	203,000.00	(7,188.00)	103.54%
4511	Interest on Invested Assets	-	959.70	3,950.19	5,267.00	4,307.30	18.22%
4840	Transfer From General Fund						N/A
	Total Revenues	45,911.98	399,589.22	173,714.13	1,383,934.95	984,345.73	28.87%
	Expenditures						
5101	Salaries - Regular	4,436.08	17,263.39	28,665.00	31,337.60	14,074.21	55.09%
5102	Salaries-Overtime	-	325.36	1,050.03	1,400.00	1,074.64	23.24%
5104	Salaries - Part-time	1,743.58	11,169.86	18,524.97	25,668.00	14,498.14	43.52%
5202	Telephone	15.00	125.00	135.00	180.00	55.00	69.44%
5206	Travel Expense & Training	-	-	-	-	-	N/A
5207	Medical Expense & Drug Testing	-	110.00	-	-	(110.00)	N/A
5209	Professional Services	-	40.20	-	-	(40.20)	N/A
5210	Maintenance & Repair Building	570.00	7,801.94	11,250.00	15,000.00	7,198.06	52.01%
5211	Maintenace & Repair Equipment	223.92	223.92	1,874.97	2,500.00	2,276.08	8.96%
5214	Other Contracted Services	-	3,738.00	4,111.83	5,482.40	1,744.40	68.18%
5250	Insurance & Surety Bonds	-	7,453.54	4,758.03	7,000.00	(453.54)	106.48%
5253	Public Relations	-	-	-	-	-	N/A
5255	JoCo Management Fee	13,411.25	38,245.13	33,396.84	44,529.00	6,283.87	85.89%
5262	Grounds Maintenance	-	-	1,874.97	2,500.00	2,500.00	0.00%
5264	Grounds Improvements	-	-	1,125.00	1,500.00	1,500.00	0.00%
5304	Janitorial Supplies	-	174.30	-	-	(174.30)	N/A
5306	Materials	82.82	756.96	-	-	(756.96)	N/A
5307	Other Commodities	-	38.07	3,750.03	5,000.00	4,961.93	0.76%
5308	Clothing & Uniforms	108.66	108.66	112.50	150.00	41.34	72.44%
5410	Technology Upgrades	-	-	-	-	-	N/A
5425	Other Capital Outlay	1,078.64	1,003,379.01	9,900.00	853,500.00	(149,879.01)	117.56%
5443	Parking Lot/Drainage Improvements	-	-	-	-	-	N/A
5457	CARS 2020 - Roe	-	-	-	-	-	N/A
5802	Transfer to General Fund	2,068.25	31,114.25	18,614.34	174,819.00	143,704.75	17.80%
	Total Expenditures	23,738.20	1,122,067.59	139,143.51	1,170,566.00	48,498.41	95.86%
	Change in Fund Balance	\$ 22,173.78	\$ (722,478.37)	\$ 34,570.62	\$ 213,368.95	\$ 935,847.32	
2910.2970	Fund Balance, Beginning		970,668.12				
	Fund Balance, Ending		\$ 248,189.75				

Statement of Activities - Special Infrastructure 27D For the 9 Months Ended 9/30/2022

		Current Month	Year to Date	Budget to Date	Amended Budget	Budget vs. YTD Actual	% Remaining
	Revenues						
4010	Cash Carryforward	\$ -	\$ -	\$ 680,849.28	\$ 1,451,120.06	\$ 1,451,120.06	0.00%
4110	City/county Sales & Use Tax	183,647.90	741,561.04	598,511.34	800,000.00	58,438.96	92.70%
4155	Grants	-	10,000.00	-	10,000.00	-	100.00%
4158	SMAC Grant	-	-	-	-	-	N/A
4161	Grants/Donations - Private	-	-	-	-	-	N/A
4511	Interest on Invested Assets	-	3,119.48	2,250.00	3,000.00	(119.48)	103.98%
4767	1% for Art Contribution	-	36,378.00	-	-	(36,378.00)	N/A
4791	Bond Proceeds	-	-	-	-	-	N/A
4840	Transfer From General Fund	25,000.00	230,416.67	225,000.00	365,000.00	134,583.33	63.13%
	Total Revenues	208,647.90	1,021,475.19	1,506,610.62	2,629,120.06	1,607,644.87	38.85%
	Expenditures						
5209	Professional Services	-	-	29,999.97	40,000.00	40,000.00	0.00%
5221	Streets Maintenance - Contract	-	-	-	-	-	N/A
5231	Cost of Issuance	-	-	-	-	-	N/A
5246	In-House Street Maintenance	-	-	-	-	-	N/A
5272	Solid Waste Contract	-	2,174.00	-	-	(2,174.00)	N/A
5315	Machinery & Auto Equipment	-	1,228.16	-	-	(1,228.16)	N/A
5421	Street Maintenance	198,127.50	329,757.49	168,750.00	235,000.00	(94,757.49)	140.32%
5442	Building Improvement	-	-	-	-	-	N/A
5457	CARS 2020 - Roe	-	-	-	-	-	N/A
5458	CARS 2018	-	-	-	-	-	N/A
5468	2020 Stormwater-57th and Roeland	-	1,488.42	-	-	(1,488.42)	N/A
5469	Stormwater Maintenance	-	-	-	25,000.00	25,000.00	0.00%
5470	Park Maint/Infrastructure	-	24,824.16	35,250.03	47,000.00	22,175.84	52.82%
5472	R Park Development Plan	4,407.50	180,429.37	369,187.47	700,000.00	519,570.63	25.78%
5473	RPAC Improvements	-	-	-	-	-	N/A
5474	Marquee Signs	-	-	-	-	-	N/A
5475	Stairway	96.00	13,794.42	-	115,000.00	101,205.58	12.00%
5476	Community Center Improvement	20,579.01	68,178.41	93,750.03	125,000.00	56,821.59	54.54%
5498	CDBG - 2019	-	-	-	-	-	N/A
5499	Mural on Retaining Wall		400.00			(400.00)	N/A
	Total Expenditures	223,210.01	622,274.43	696,937.50	1,287,000.00	664,725.57	48.35%
	Change in Fund Balance	\$ (14,562.11)	\$ 399,200.76	\$ 809,673.12	\$ 1,342,120.06	\$ 942,919.30	
2910.2970	Fund Balance, Beginning		1,451,119.53				
	Fund Balance, Ending		\$ 1,850,320.29				

Statement of Activities - Equipment & Bldg Reserve Fund For the 9 Months Ended 9/30/2022

		Current Month	Year to Date	Budget to Date	Amended Budget	Budget vs. YTD Actual	% Remaining
	Revenues						
4010	Cash Carryforward	\$ -	\$ -	\$ 939,294.99	\$ 1,519,419.36	\$ 1,519,419.36	0.00%
4511	Interest on Invested Assets	-	3,766.87	3,849.48	5,133.00	1,366.13	73.39%
4780	Sale of Assets	-	4,600.00	-	1,254,400.00	1,249,800.00	0.37%
4824	Transfer from Public Works	-	-	-	-	-	N/A
4840	Transfer From General Fund	700.00	6,300.00	6,300.00	8,400.00	2,100.00	75.00%
4841	Transfer from PD/GF	700.00	19,891.25	85,871.25	171,495.00	151,603.75	11.60%
4842	Transfer from PW/GF	666.67	6,000.03	6,000.03	8,000.00	1,999.97	75.00%
4844	Transfer from Neighborhood Services	-	-	-	10,000.00	10,000.00	0.00%
4860	Transfer from Special Highway						N/A
	Total Revenues	2,066.67	40,558.15	1,041,315.75	2,976,847.36	2,936,289.21	1.36%
	Expenditures						
5209	Professional Services	-	10,246.76	11,250.00	15,000.00	4,753.24	68.31%
5214	Other Contracted Services	-	-	-	-	-	N/A
5315	Machinery & Auto Equipment	418.68	280,894.56	98,171.28	235,895.00	(44,999.56)	119.08%
5442	Building Improvement	-	857,828.16	-	893,000.00	35,171.84	96.06%
5457	CARS 2020 - Roe	-	-	-	-	-	N/A
5619	Lease/Purchase - Principal	-	-	-	-	-	N/A
5620	Lease/Purchase - Interest	-	-	-	-	-	N/A
5705	Future CIP - PW	-	-	-	-	-	N/A
5707	Fututre CIP - Building Reserve	-	-	-	-	-	N/A
5801	Transfer of Funds	-	-	-	-	-	N/A
5825	Transfer to Equip Reserve Fund						N/A
	Total Expenditures	418.68	1,148,969.48	109,421.28	1,143,895.00	(5,074.48)	100.44%
	Change in Fund Balance	\$ 1,647.99	\$ (1,108,411.33)	\$ 931,894.47	\$ 1,832,952.36	\$ 2,941,363.69	
2910.2970	Fund Balance, Beginning		1,519,419.67				
	Fund Balance, Ending		\$ 411,008.34				

Statement of Activities - TIF 1A/B - Bella Roe/Walmart For the 9 Months Ended 9/30/2022

										Вι	udget vs. YTD	
		Curren	t Month	_	Year to Date	Bu	dget to Date	An	nended Budget		Actual	% Remaining
	Revenues											
4010	Cash Carryforward	\$	-	\$	_	\$	343,260.72	\$	202,854.95	\$	202,854.95	0.00%
4150	CARS Funding	\$	-	\$	416,077.59	\$	-	\$	34,270.00	\$	(381,807.59)	1214.12%
4511	Interest on Invested Assets		-		8,135.22		10,710.00		3,045.00	\$	(5,090.22)	267.17%
4730	Tax Increment Income		-		382,028.10		289,275.03		385,700.00	\$	3,671.90	99.05%
4735	Tax Increment Income IB		-		410,282.01		299,171.25		410,000.00	\$	(282.01)	100.07%
4789	Transfer from General Fund		-		-		-		-	\$	-	N/A
4790	Transfer of Funds				-		-		-	\$	-	N/A
	Total Revenues				1,216,522.92		942,417.00		1,035,869.95		(180,652.97)	117.44%
	Expenditures											
5209	Professional Services		-		-		-		-		-	N/A
5214	Other Contracted Services		-		-		-		5,590.00		5,590.00	0.00%
5457	CARS 2020 - Roe		26.44		6,631.71		-		60,000.00		53,368.29	11.05%
5459	CARS 2019		-		-		-		-		-	N/A
5474	Marquee Signs		-		-		-		80,000.00		80,000.00	0.00%
5725	Property Tax Reduction Appeals		-		-		166,896.00		222,528.00		222,528.00	0.00%
5801	Transfer of Funds				-		-				-	N/A
	Total Expenditures		26.44		6,631.71		166,896.00	_	368,118.00		361,486.29	1.80%
	Change in Fund Balance	\$	(26.44)	\$	1,209,891.21	\$	775,521.00	\$	667,751.95	\$	(542,139.26)	
2910.2970	Fund Balance, Beginning				202,855.66							
	Fund Balance, Ending			\$	1,412,746.87							

MILLER MANAGEMENT

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Statement of Activities - TDD#1 - Price Chopper For the 9 Months Ended 9/30/2022

						Budget vs. YTD	%
		Current Month	Year to Date	Budget to Date	Amended Budget	Actual	Remaining
	Revenues						
4010	Cash Carryforward	\$ -	\$ -	\$ (1,457,734.95)	\$ (1,662,653.00)	\$ (1,662,653.00)	N/A
4110	City/county Sales & Use Tax	49,703.02	225,265.26	197,950.68	270,000.00	44,734.74	83.43%
4510	Interest on Investment	47.83	87.18	430.02	573.34	486.16	15.21%
	Total Revenues	49,750.85	225,352.44	(1,259,354.25)	(1,392,079.66)	(1,617,432.10)	N/A
	Expenditures						
5209	Professional Services	-	-	-	-	-	N/A
5214	Other Contracted Services	333.33	5,599.97	3,750.03	5,000.00	(599.97)	112.00%
5601	Bond Principal	-	142,927.27	191,250.00	255,000.00	112,072.73	56.05%
5602	Bond Interest		4,072.72	7,499.97	10,000.00	5,927.28	40.73%
	Total Expenditures	333.33	152,599.96	202,500.00	270,000.00	117,400.04	56.52%
	Change in Fund Balance	\$ 49,417.52	\$ 72,752.48	\$ (1,461,854.25)	\$ (1,662,079.66)	\$ (1,734,832.14)	
2910.2970	Fund Balance, Beginning		(1,662,652.82)				
	Fund Balance, Ending		\$ (1,589,900.34)				

Statement of Activities - TDD#2 - Lowes

For the 9 Months Ended 9/30/2022

						Budget vs. YTD	%
		Current Month	Year to Date	Budget to Date	Amended Budget	Actual	Remaining
	Revenues						
4010	Cash Carryforward	\$ -	\$ -	\$ (314,091.45)	\$ (264,960.00)	\$ (264,960.00)	N/A
4110	City/county Sales & Use Tax	32,149.73	125,574.70	96,082.02	150,000.00	24,425.30	83.72%
4511	Interest on Invested Assets	19.37	30.43	132.03	176.48	146.05	17.24%
	Total Revenues	32,169.10	125,605.13	(217,877.40)	(114,783.52)	(240,388.65)	N/A
	Expenditures						
5209	Professional Services	-	-	-	-	-	N/A
5214	Other Contracted Services	166.67	2,700.03	3,750.03	5,000.00	2,299.97	54.00%
5601	Bond Principal	-	69,020.44	90,000.00	140,000.00	70,979.56	49.30%
5602	Bond Interest		1,979.56	2,999.97	4,000.00	2,020.44	49.49%
	Total Expenditures	166.67	73,700.03	96,750.00	149,000.00	75,299.97	49.46%
	Change in Fund Balance	\$ 32,002.43	\$ 51,905.10	\$ (314,627.40)	\$ (263,783.52)	\$ (315,688.62)	
2910.2970	Fund Balance, Beginning		(264,960.49)				
	Fund Balance, Ending		\$ (213,055.39)				

Statement of Activities - CID #1 - RP Shopping Center

For the 9 Months Ended 9/30/2022

									Budget vs. YTD	%
		Currer	t Month	Ye	ar to Date	Budget to Date	An	nended Budget	Actual	Remaining
	Revenues									
4010	Cash Carryforward	\$	_	\$	-	\$ 2,276,852.49	\$	3,003,456.13	\$ 3,003,456.13	0.00%
4110	City/county Sales & Use Tax		-		-	-		-	-	N/A
4511	Interest on Invested Assets		-		8,483.39	25,241.31		33,655.00	25,171.61	25.21%
	Total Revenues				8,483.39	2,302,093.80	_	3,037,111.13	3,028,627.74	0.28%
	Expenditures									
5209	Professional Services		-		-	-		-	-	N/A
5215	City Attorney		-		-	52,093.53		(0.00)	(0.00)	N/A
5721	CID #1 Expenses					2,250,000.00		-		N/A
	Total Expenditures					2,302,093.53		(0.00)	(0.00)	N/A
	Change in Fund Balance	\$		\$	8,483.39	\$ 0.27	\$	3,037,111.13	\$ 3,028,627.74	
2910.2970	Fund Balance, Beginning			3,	,003,455.83					
	Fund Balance, Ending			\$ 3,	.011,939.22					

MILLER MANAGEMENT

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Statement of Activities - TIF 2A/D - McDonalds / City Hall For the 9 Months Ended 9/30/2022

	_	Current Month	Year to Date	Budget to Date	Amended Budget	Budget vs. YTD Actual	% Remaining
	Revenues						
4010	Cash Carryforward	\$ -	\$ -	\$ -	\$ 24,027.00	\$ 24,027.00	0.00%
4511	Interest on Invested Assets	-	17.61	-	-	(17.61)	N/A
4730	Tax Increment Income	-	-	-	-	-	N/A
4789	Transfer from General Fund						N/A
	Total Revenues		17.61	-	24,027.00	24,009.39	0.07%
	Expenditures						
5209	Professional Services	-	-	-	-	-	N/A
5214	Other Contracted Services	-	-	-	-	-	N/A
5442	Building Improvement	-	10,152.00	-	24,027.00	13,875.00	42.25%
5457	CARS 2020 - Roe	-	-	-	-	-	N/A
5458	CARS 2018	-	-	-	-	-	N/A
5644	Principal Bonds - 2012-1	-	-	-	-	-	N/A
5645	Interest Bonds - 2012-1	-	-	-	-	-	N/A
5725	Property Tax Reduction Appeals	-	-	-	-	-	N/A
5802	Transfer to General Fund						N/A
	Total Expenditures	<u>-</u>	10,152.00		24,027.00	13,875.00	42.25%
	Change in Fund Balance	\$ -	\$ (10,134.39)	<u>\$</u> -	\$ -	\$ 10,134.39	
2910.2970	Fund Balance, Beginning		24,028.68				
	Fund Balance, Ending		\$ 13,894.29				

Statement of Activities - TIF 3C - Old Pool Area For the 9 Months Ended 9/30/2022

		Curr	ent Month	_	Year to Date	Bu	idget to Date	Aı	mended Budget	Ві	udget vs. YTD Actual	% Remaining
	Revenues											
4010	Cash Carryforward	\$	-	\$	-	\$	548,645.67	\$	831,578.11	\$	831,578.11	0.00%
4511	Interest on Invested Assets		-		2,093.59		2,974.68		3,966.00		1,872.41	52.79%
4730	Tax Increment Income		-		54,515.70		44,913.78		59,885.00		5,369.30	91.03%
4731	Tax Increment Income 3A		-		295,016.68		224,416.53		299,222.00		4,205.32	98.59%
4789	Transfer from General Fund			_					<u>-</u>			N/A
	Total Revenues			_	351,625.97		820,950.66		1,194,651.11		843,025.14	29.43%
	Expenditures											
5203	Printing & Advertising		-		-		749.97		1,000.00		1,000.00	0.00%
5204	Legal Printing		-		-		-		-		-	N/A
5209	Professional Services		-		-		-		-		-	N/A
5243	Contractual Reimbursement		-		-		-		-		-	N/A
5244	General Contractor		-		9,403.68		-		-		(9,403.68)	N/A
5428	Roe Parkway Extension & Maintenance		993.00		4,062.00		461,999.97		75,000.00		70,938.00	5.42%
5802	Transfer to General Fund			_					<u>-</u>			N/A
	Total Expenditures		993.00	_	13,465.68		462,749.94		76,000.00		62,534.32	17.72%
	Change in Fund Balance	\$	(993.00)	\$	338,160.29	\$	358,200.72	\$	1,118,651.11	\$	780,490.82	
2910.2970	Fund Balance, Beginning			_	831,578.29							
	Fund Balance, Ending			\$	1,169,738.58							

Statement of Activities - Property Owners Association

For the 9 Months Ended 9/30/2022

										Вι	udget vs. YTD	%
		Curren	t Month	Ye	ear to Date	Buc	dget to Date	Ame	nded Budget		Actual	Remaining
	Revenues											
4010	Cash Carryforward	\$	-	\$	-	\$	18,136.17	\$	24,121.50	\$	24,121.50	0.00%
4510	Interest on Investment		-		-		-		-		-	N/A
4795	Miscellaneous		-		33,847.00		25,385.22		33,847.00			100.00%
	Total Revenues				33,847.00		43,521.39		57,968.50	-	24,121.50	58.39%
	Expenditures											
5254	Miscellaneous Charges		-		70.00		-		-		(70.00)	N/A
5258	RPPOA Common Area Expenses		-		31,875.00		23,906.25		31,875.00			100.00%
	Total Expenditures		-		31,945.00		23,906.25		31,875.00		(70.00)	100.22%
	Change in Fund Balance	\$		\$	1,902.00	\$	19,615.14	\$	26,093.50	\$	24,191.50	
2910.2970	Fund Balance, Beginning				24,121.51							
	Fund Balance, Ending			\$	26,023.51							

MILLER MANAGEMENT

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Statement of Activities - American Rescue Act For the 9 Months Ended 9/30/2022

		Current	Current Month		Year to Date		dget to Date	Amended Budget			udget vs. YTD Actual	% Remaining
	Revenues											
4010	Cash Carryforward	\$	_	\$	-	\$	336,750.03	\$	508,421.00	\$	508,421.00	0.00%
4159	Rescue Act Grant	<u> </u>			510,325.00		380,250.00		510,325.00		<u> </u>	100.00%
	Total Revenues		-		510,325.00		717,000.03	_	1,018,746.00		508,421.00	50.09%
	Expenditures											
5209	Professional Services		-		380.00		3,750.03		29,805.00		29,425.00	1.27%
5214	Other Contracted Services		-		8,759.00		108,000.00		232,441.00		223,682.00	3.77%
5244	General Contractor		-		27,000.00		385,499.97		325,000.00		298,000.00	8.31%
5274	Personal Protective Equipment		-		344.72		-		-		(344.72)	N/A
5275	Education and Outreach		-		1,140.15		-		-		(1,140.15)	N/A
5277	Testing		-		17,359.30		-		-		(17,359.30)	N/A
	Total Expenditures				54,983.17		497,250.00		587,246.00		532,262.83	9.36%
	Change in Fund Balance	\$		\$	455,341.83	\$	219,750.03	\$	431,500.00	\$	(23,841.83)	
2910.2970	Fund Balance, Beginning											
	Fund Balance, Ending			\$	455,341.83							

Statement of Activities - TIF 4 Fund

For the 9 Months Ended 9/30/2022

										Budget vs. YTD		%
		Current Month		Year to Date		Budget to Date		Amended Budget		Actual		Remaining
	Revenues											
4010	Cash Carryforward	\$	-	\$	-	\$	-	\$	-	\$	-	N/A
4785	Developer Funding		30,000.00		30,000.00						(30,000.00)	N/A
	Total Revenues		30,000.00		30,000.00						(30,000.00)	N/A
	Expenditures											
5214	Other Contracted Services		-		3,000.00		-		-		(3,000.00)	N/A
	Total Expenditures				3,000.00				<u>-</u>		(3,000.00)	N/A
	Change in Fund Balance	\$	30,000.00	\$	27,000.00	\$		\$		\$	(27,000.00)	
2910.2970	Fund Balance, Beginning											
	Fund Balance, Ending			\$	27,000.00							