

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall, 4600 W 51st Street
February 20, 2023 6:00 PM

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

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

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Public 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 #1014

B. City Council Meeting Minutes February 6, 2023

III. Business From the Floor

A. Applications / Presentations

1. Update on HB 2174 and HB 2376 from Rep Xu (5 min)
2. Presentation by JCRB|AJC on Adopting the IHRA Working Definition of Antisemitism - Gavriela Geller (5 min)

IV. Mayor's Report

- A. Appoint Ward 4 Resident to Vacant Council Seat (5 min)
- B. Placeholder- Swear in New Ward 4 Council Person (5 min)

V. Workshop and Committee Reports

VI. Reports of City Liaisons

VII. Unfinished Business

VIII. New Business

- A. Award Canterbury Street Reconstruction Contract & 48th St CARS Project (5 min)
- B. Award 2023 Street Surface Treatment Contract (5 min)
- C. Approve Allocating Funds in Support of Public Works Facility Renovations (10 min)
- D. Approve Purchase of License Plate Reader System (10 min)
- E. Approve Mental Health Co-Responder Service Agreement with JoCo(5 min)
- F. Approve Temporary Referral and Retention Bonus Policy (10 min)

IX. Ordinances and Resolutions:

- A. Resolution 701 Regional Resource Sharing (5 min)

X. Workshop Items:

XI. Reports of City Officials:

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 2/20/2023
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=VWNXbjNkejlVb0JBaStWMDF5WXpoZz09>

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/j/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 2/20/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #1014**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Appropriations Ordinance #1014	Cover Memo

Appropriation Ordinance - 2/20/2023 - #1014

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, February 16, 2023

Appropriation Ordinance - 2/20/2023 - #1014

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 February 20, 2023.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

226,790.60

Appropriation Ordinance - 2/20/2023 - #1014

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
Vendor	Dept	Account	Account Description	Reference	Date	Distribution Amount	Check #	Check Amount
Ace Pipe Cleaning	300	5469.300	Stormwater Maintenance	146499	02/15/23	3,166.80	74659	3,166.80
All City Management Services, Inc.	102	5214.102	Other Contracted Services	83063	02/15/23	390.56	74660	390.56
All Star Awards & Ad Specialties, Inc.	101	5267.101	Employee Related Expenses	476653	02/08/23	39.22	74625	39.22
Augustine Exterminators, Inc.	290	5214.290	Other Contracted Services	2379450	02/08/23	84.98	74626	84.98
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1077218	02/08/23	70.00	74627	280.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1077250	02/08/23	70.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1077267	02/08/23	70.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1077273	02/08/23	70.00		
Breeden Holdings, LLC	106	5260.106	Vehicle Maintenance	1077383	02/15/23	170.04	74661	170.04
Broadmoor Bistro	101	5219.101	Meeting Expense	1 Man Ck	02/13/23	104.00	32823	104.00
CBRE, Inc.	360	5442.360	Building Improvement	2023231069001	02/08/23	51,000.00	74629	51,000.00
Civic Plus		9999	Undistributed	254539	02/15/23	53.55	74662	53.55
Coleman Equipment Inc.	110	5262.110	Grounds Maintenance	10032583	02/15/23	193.80	74663	193.80
Constellation Newenergy- Gas Div	220	5289.220	Natural Gas	3676974	02/15/23	527.77	74664	527.77
Corporate Health - Medical Pavilion	290	5207.290	Medical Expense & Drug Testing	31713300	02/08/23	56.00	74630	56.00
Joan D'Agostino	101	4725.101	Police Reports	2/10/22 Refund	02/15/23	10.00	74665	10.00
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	2022312052	02/08/23	134.96	74631	583.38
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	12062212052	02/08/23	448.42		
Ben Egidy	102	5206.102	Travel Expense & Training	6/11-14/23 Exp	02/15/23	90.00	74666	90.00
ETC Institute	101	5214.101	Other Contracted Services	30469	02/15/23	1,497.10	74667	1,497.10
Green For Life Environmental	115	5272.115	Solid Waste Contract	AS0001123138	02/15/23	45,742.50	74668	45,742.50
The Goodyear Tire & Rubber Co.	106	5260.106	Vehicle Maintenance	431289110	02/15/23	383.28	74669	383.28
Imagine Radiant Skin Therapy	101	4265.101	Business Occupational Licenses	2/9/23 Refund	02/15/23	30.00	74670	30.00
Johnson County Wastewater	101	5288.101	Waste Water	2/2/23 Multi	02/15/23	43.19	74671	154.21
Johnson County Wastewater	106	5288.106	Waste Water	2/2/23 Multi	02/15/23	91.15		
Johnson County Wastewater	220	5288.220	Waste Water	2/2/23 Multi	02/15/23	19.87		
Johnson County Aging & Human Services	101	5212.101	Utility & Rental Assistance	202204	02/08/23	2,133.21	74632	2,133.21
Johnson County Police Chiefs Assn	102	5305.102	Dues, Subscriptions, & Books	2023 Membership	02/08/23	125.00	74633	125.00
KC VLP - Retail Branch	106	5211.106	Maintenance & Repair Equipment	2360056000	02/15/23	6,429.02	74672	6,429.02
Keller Fire & Safety	101	5210.101	Maintenance & Repair Building	309395	02/08/23	143.00	74634	143.00
Kansas Gas Service	220	5289.220	Natural Gas	2518 2/6/23	02/06/23	225.75	32817	225.75
Kansas Gas Service	220	5289.220	Natural Gas	2518 2/9/23	02/15/23	179.12	74673	179.12
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	3010449	02/08/23	96.00	74635	96.00
League of Kansas Municipalities	101	5203.101	Printing & Advertising	5978	02/08/23	200.00	74636	200.00
The Legal Record	101	5204.101	Legal Printing	L11074	02/15/23	28.93	74674	56.48
The Legal Record	101	5204.101	Legal Printing	L11075	02/15/23	27.55		
Manning NavComp, Inc.	106	5214.106	Other Contracted Services	46440	02/15/23	34.95	74675	34.95
Redacted	101	5273.101	Neighbors Helping Neighbors	2/8/23 CK Req	02/08/23	2,000.00	32820	2,000.00

Venessa Maxwell-Lopez	103	5209.103	Professional Services	2/3/23	02/08/23	150.00	74637	150.00
Midtown Signs LLC	300	5470.300	Park Maint/Infrastructure	161550	02/07/23	1,339.83	32818	1,339.83
Mission Electronics, Inc.	220	5442.220	Building Improvement	54153	02/15/23	2,795.00	74676	2,795.00
Moss Printing	220	5203.220	Printing & Advertising	16474	02/15/23	118.00	74677	118.00
Kelley Nielsen	105	5206.105	Travel Expense & Training	12/28-2/13/23 Ex	02/15/23	94.98	74678	94.98
Pur-O-Zone, Inc.	290	5304.290	Janitorial Supplies	860499	02/08/23	453.39	74638	453.39
Pur-O-Zone, Inc.	290	5304.290	Janitorial Supplies	868536	02/15/23	460.39	74679	460.39
Subramanian Ramanathan	220	4280.220	Swim Lessons	2/3/23 Ck Req	02/08/23	66.00	74639	66.00
Kristy Reynolds	101	5245.101	Home Energy Audit Incentive	2/13/23 Ck Req	02/15/23	299.00	74680	299.00
Ripple Glass, LLC	115	5272.115	Solid Waste Contract	5973	02/08/23	220.00	74640	220.00
Roeland Park Community Founda	101	5217.101	Public Art	2/8/23 Ck Req	02/15/23	7,000.00	74681	7,000.00
Roeland Park Community Founda	101	5256.101	Committee Funds	2/7/23 Ck Req	02/08/23	178.02	74641	1,949.13
Roeland Park Community Founda	101	5256.101	Committee Funds	2/7/23 Ck Req	02/08/23	1,000.00		
Roeland Park Community Founda	101	5256.101	Committee Funds	2/7/23 Ck Req	02/08/23	771.11		
Roeland Park Property Owners	101	5258.101	RPPOA Common Area Expenses	2/13/23 Man Ck	02/13/23	33,847.00	32821	33,847.00
Gregg Schiffelbein	102	5206.102	Travel Expense & Training	1/30-31/23 Exp	02/15/23	41.00	74682	41.00
SFS Architecture	360	5442.360	Building Improvement	15128	02/15/23	19,480.86	74683	19,480.86
SFS Architecture	300	5476.300	Community Center Improvement	15091	02/08/23	14,300.43	74642	14,300.43
Sign Professional, Inc	110	5262.110	Grounds Maintenance	31344	02/08/23	495.00	74643	495.00
Staples	101	5301.101	Office Supplies	8068807709	02/08/23	118.40	74644	128.00
Staples	101	5304.101	Janitorial Supplies	8068807709	02/08/23	9.60		
Strasser True Value	106	5306.106	Materials	424166	02/15/23	38.18	74684	50.52
Strasser True Value	106	5306.106	Materials	424251	02/15/23	12.34		
Clint Stueve	101	5245.101	Home Energy Audit Incentive	2/3/23 Ck Req	02/08/23	299.00	74645	299.00
Town & Country Building Services	101	5214.101	Other Contracted Services	152020	02/08/23	745.00	74646	745.00
Town & Country Building Services	290	5214.290	Other Contracted Services	152138	02/15/23	528.00	74685	528.00
Redacted	101	5273.101	Neighbors Helping Neighbors	2/3/23 Ck Req	02/08/23	2,000.00	74647	2,000.00
US BANK	102	5206.102	Travel Expense & Training	Nielsen 2/7/23	02/07/23	6.90	32819	912.62
US BANK	106	5211.106	Maintenace & Repair Equipment	Vandenbos 2/7/23	02/07/23	72.38		
US BANK	101	5253.101	Public Relations	Nielsen 2/7/23	02/07/23	100.00		
US BANK	101	5254.101	Miscellaneous Charges	Nielsen 2/7/23	02/07/23	16.85		
US BANK	102	5260.102	Vehicle Maintenance	Nielsen 2/7/23	02/07/23	32.82		
US BANK	102	5260.102	Vehicle Maintenance	Nielsen 2/7/23	02/07/23	72.24		
US BANK	102	5260.102	Vehicle Maintenance	Nielsen 2/7/23	02/07/23	72.24		
US BANK	110	5262.110	Grounds Maintenance	Marshall 2/7/23	02/07/23	162.38		
US BANK	102	5266.102	Computer Software	Morris 2/7/23	02/07/23	21.88		
US BANK	101	5267.101	Employee Related Expenses	Nielsen 2/7/23	02/07/23	100.00		
US BANK	101	5305.101	Dues, Subscriptions, & Books	Nielsen 2/7/23	02/07/23	104.93		
US BANK	102	5305.102	Dues, Subscriptions, & Books	Morris 2/7/23	02/07/23	100.00		
US BANK	103	5305.103	Dues, Subscriptions, & Books	Winn 2/7/23	02/07/23	50.00		
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	563925	02/08/23	1,205.32	74648	1,218.94
USIC Locating Services, LLC	370	5457.370	CARS 2020 - Roe	563925	02/08/23	13.62		
US Postal Service	101	5208.101	Newsletter	50576	02/13/23	750.04	32822	750.04
Validity Screening Solutions	101	5207.101	Medical Expense & Drug Testing	227769	02/08/23	39.00	74649	39.00

Verizon Wireless	102	5202.102	Telephone	9926059397	02/08/23	321.74	74650	441.77
Verizon Wireless	104	5202.104	Telephone	9926059397	02/08/23	80.02		
Verizon Wireless	104	5202.104	Telephone	9926059398	02/08/23	40.01		
Watchmen Security Services, LLC	106	5210.106	Maintenace & Repair Building	73600	02/08/23	27.00	74651	27.00
YMCA of Greater Kansas City - Cor	220	5206.220	Travel Expense & Training	20620231	02/15/23	600.00	74686	600.00
Evergy	106	5290.106	Street Light Electric	2/6/23	02/06/23	36.21	EFT	36.21
KPERS	101	2040.101	KPERS Accrued Employee	2/2/23 PR	02/10/23	2,711.27	EFT	2,711.27
KPERS	101	2040.101	KPERS Accrued Employee	2/2/23 PR	02/10/23	4,138.47	EFT	4,138.47
KPERS	101	2050.101	Insurance Withholding Payable	2/2/23 PR	02/10/23	135.55	EFT	135.55
KP&F	101	2045.101	KP&F Employee Withholding Payab	2/2/23 PR	02/10/23	2,327.49	EFT	2,327.49
KP&F	101	2045.101	KP&F Employee Withholding Payab	2/2/23 PR	02/10/23	7,441.45	EFT	7,441.45
KP&F	101	2050.101	Insurance Withholding Payable	2/2/23 PR	02/10/23	41.67	EFT	41.67
Wex Bank	106	5302.106	Motor Fuels & Lubricants	5226 2/6/23	02/06/23	623.29	EFT	623.29
Wex Bank	102	5302.102	Motor Fuels & Lubricants	6429 2/6/23	02/06/23	2,305.58	EFT	2,305.58
						<hr/>		
						\$	226,790.60	

Item Number: Consent Agenda- II.-B.
Committee 2/20/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **City Council Meeting Minutes February 6, 2023**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> City Council Meeting Minutes February 6, 2023	Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, February 6, 2023, 6:00 P.M.

- Michael Poppa, Mayor
- Trisha Brauer, Council Member
- Benjamin Dickens, Council Member
- Jan Faidley, Council Member
- Jennifer Hill, Council Member

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

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

Admin
Raglow
Dickens

Finance
Rebne
Hill

Safety
Open
Madigan

Public Works
Brauer
Faidley

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

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. All Governing Body members were present with CMBRS Brauer and Rebne appearing virtually. Staff members present were City Administrator Moody, City Attorneys Mauer and Walker, Asst. City Administrator Winn, Public Works Director Scharff, Police Chief Morris, and City Clerk Nielsen.

Modification of Agenda

There were no modifications to the agenda.

I. Citizen Comments

There were no public comments.

II. Mayor's Report

A. Bishop Miede State Champions Proclamation

Mayor Poppa said it is an honor to be able to celebrate the athletes for the many championships they have earned for Bishop Miede High School. Mayor Poppa also stated that he graduated from the school in 1994 and has good memories. He then read the proclamation into the record.

(Applause)

Bishop Miede President, Randy Salisbury, said the school is unique and that its staff, coaches, and students are all a part of the Roeland Park community. He also expressed his appreciation for the support they receive from the City.

Jon Holmes, the football coach for Miego, said that it is a privilege to represent Roeland Park. He also said the SRO arranged an escort for the team back into town and he truly appreciated that honor.

Lindsay Zych Franco is a graduate of Miego and is now their volleyball coach and expressed her appreciation of being able to help her team win the volleyball championship.

Student athletes that attended the meeting introduced themselves to the Governing Body and let them know what sport they participated in.

(Applause and pictures were taken with the Governing Body)

MOTION: CMBR RAGLOW MOVED AND CMBR HILL SECONDED TO APPROVE THE BISHOP MIEGE STATE CHAMPIONS WEEK FOR FEBRUARY 5 - 11, 2023, IN THE CITY OF ROELAND PARK. (MOTION CARRIED 7-0.)

B. Black History Month Proclamation

Mayor Poppa read the proclamation into the record.

CMBR Faidley noted there are many outstanding organizations to check out but highly recommended the American Jazz Museum in Kansas City, Missouri.

MOTION: CMBR FAIDLEY MOVED AND CMBR DICKENS SECONDED TO APPROVE FEBRUARY 2023 AS BLACK HISTORY MONTH IN THE CITY OF ROELAND PARK. (MOTION CARRIED 7-0.)

III. Ordinances and Resolutions

A. Charter Ordinance 39 Giving the City Authority to Adopt a Storm Water Utility Policy

Mayor Poppa said passing this charter ordinance only gives authority to the Council to establish a policy.

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE ADOPTION OF CHARTER ORDINANCE 39 GIVING THE CITY AUTHORITY TO ADOPT A STORM WATER UTILITY POLICY. (MOTION CARRIED 7-1 WITH CMBR MADIGAN VOTING NO AND MAYOR POPPA VOTING YES.)

B. Ordinance 1040 Establishing a Storm Water Utility Policy

CMBR Madigan stated that this is frustrating and they are only adopting this policy for one reason, which is to have Roeland Park's mill levy comparable to those of other cities. He said this is of no benefit to the residents and they will see no change in their bills. It merely moves off a City service to a separate line item on the personal property tax.

CMBR Faidley said she respectfully disagreed that this is being done for only one reason. She said there are many other reasons, one of which is to make their tax dollars more transparent and it holds them to a different standard. These storm water utility dollars will only be used for stormwater management and not a tax collected to the General Fund that can be used in any way.

CMBR Faidley asked when the implementation date would be and when they would see a change on the tax bill. City Administrator Moody said it will first show up on the November 2023 bill with the first half payment due in December 2023. The City would not receive those dollars until January 2024.

CMBR Madigan also noted there were too many comparison cities, 26 in Missouri and 22 in Kansas, which make it difficult to read the graph. His understanding was they were going to limit it to cities within 25 miles of Roeland Park. City Administrator Moody responded that the graph being referred to is from the single-family cost of living comparison, which looks at cities on both sides of the state line.

CMBR Hill asked for clarification on how the stormwater utility would be billed and whether it would be separate so that residents may plan how to pay. City Administrator Moody said it will come through on the property tax bill the same as the solid waste assessment and will not be a separate bill but a line item on the property tax bill. Staff will send out notices to residents notifying them of the upcoming change as well as putting out information via emails, newsletters, et cetera.

MOTION: CMBR HILL MOVED AND CMBR REBNE SECONDED TO APPROVE THE ADOPTION OF A STORM WATER UTILITY POLICY TO TAKE EFFECT 7/1/23, IN ORDER TO HAVE THE POLICY IN PLACE AT THE TIME WHEN COUNCIL IS ESTABLISHING SPECIAL ASSESSMENTS FOR THE 2024 BUDGET YEAR. (MOTION CARRIED 6-1 WITH CMBR MADIGAN VOTING NO.)

C. Ordinance 1041 Franchise Agreement with Google

Mayor Poppa said this agreement is unique in that they do not collect franchise fees from other telecom providers. He noted that Google is ending their TV service and only having internet. They have agreed to pay a 2 percent franchise fee to the City.

CMBR Madigan said that Google first came to the City they were going to establish a connection at the Community Center and asked what happened with that. City Administrator Moody said they have had connections with Google at City Hall and the Community Center. Now, City Hall and the Community Center are connected through the county's system, which is better for them financially. CMBR Madigan said the intent was for free Wi-Fi at the Community Center and City Administrator Moody said there is still free Wi-Fi at the Community Center but it is through Johnson County.

CMBR Faidley said she did not read the initial agreement with Google but noted that it was extremely lengthy compared to this new agreement. City Administrator Moody said that Google originally initiated at length terms with cities like Overland Park and Leawood and did not modify it for Roeland Park. Since that time, they have had a chance to modify with the change in scope of service and is a much simpler document stating in return for allowing them to use right-of-way and hang their wires on City poles, they will pay them the 2 percent fee.

MOTION: CMBR RAGLOW MOVED AND CMBR FAIDLEY SECONDED TO APPROVE THE GOOGLE FRANCHISE AGREEMENT REFLECTING REMOVAL OF VIDEO SERVICES. (MOTION CARRIED 7-0.)

D. Ordinance 1042 Changing Art Gallery Director's Title and Monthly Compensation

Mayor Poppa pointed out the material changes in the ordinance language that are highlighted in the agenda packet including compensation, title, and scope of services.

CMBR Faidley asked when this would take place. City Administrator Moody said it would begin next month, but first it needs to be published to the public.

CMBR Rebne said there was discussion when they were going through the duties to prioritize looking for diverse artists, artists of color, and less recognized identities.

CMBR Faidley said as the new Council liaison, she has only attended one meeting. She did say that 12 artists have made submissions for the gateway project and it is from a very diverse group. She also added that Arts Committee Co-Chair Gliniecki said it is their internal policy to attract a diverse group of artists. Currently for the 12 there is a scoring process going on.

Mayor Poppa said as a previous liaison to the committee, he agreed it is an internal policy to prioritize diverse admissions.

CMBR Hill added when she was Council liaison to the committee, it was always a priority to seek out diverse communities for artists and artwork.

CMBR Dickens agreed with those sentiments.

MOTION: CMBR FAIDLEY MOVED AND CMBR DICKENS SECONDED TO APPROVE CHANGING THE ART GALLERY DIRECTOR'S TITLE AND MONTHLY COMPENSATION. (MOTION CARRIED 7-0.)

IV. Consent Agenda

- A. Appropriation Ordinance #1013**
- B. Council Minutes January 17, 2023**
- C. Ordinance 1043 No Parking Corrections**

CMBR Faidley asked if the no parking corrections were because they discovered omissions when creating no parking on Elledge. City Administrator Moody said a Councilmember asked if there was parking allowed on El Monte as signage exists on the east side. During their research of the amendments, they discovered two other street sections not listed that needed to be added.

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

V. Business from the Floor - Proclamations/ Applications/Presentations

There was no Business from the Floor.

VI. Reports of City Liaisons and Committees

A. Racial Equity Committee

Haile Sims, Chair of the Racial Equity Committee, thanked the Mayor and Council for the proclamation recognizing Black History Month. He said it is important to show that the City is honoring that.

He said that last year they put out an education series with great content and encouraged everyone to watch who may not yet have had the chance.

This year the committee would like to encourage Roeland Park residents to take part in the many diverse activities in the metro area. They will be putting out a calendar with suggestions of where to attend.

The committee is also working on a list of questions that would pose a framework for everything the City does such as new projects, development, and new businesses. They want to make certain the questions are asked early on in the process for them to think about how something they do affects all residents and whether it will have a disparate impact on certain residents. They will submit that list of guidelines when complete.

CMBR Faidley said they will be discussing at their Workshop looking through the racial equity lens and asked if the committee has had their input. Ms. Winn said they have.

Mayor Poppa thanked Mr. Sims for the work that he and the Committee have done to help diversify the City.

B. Sustainability Committee

Megan Reavis, Co-Chair for the committee, noted that Judy Hyde has stepped down.

She said that there was a concern regarding the mulching of trees in the middle of Roe in a way that could endanger the health of the trees. The committee spoke with Wade Holtkamp who addressed this with Public Works and they have added that to their to-do list.

The committee is also planning on a litter cleanup in the next few months and will be reaching out to members of the community on how they can get involved.

They are also advocating for painted bike lanes on Roe Boulevard to make people better aware it is a dual purpose walkway.

Mayor Poppa thanked Ms. Reavis and the committee of the all-volunteer group noting that they have done great work in Roeland Park.

CMBR Hill thanked Ms. Reavis for stepping up in the committee and she really appreciates it.

C. MARC - First Tier Suburbs (Jan Faidley)

CMBR Faidley's report is in the agenda packet.

D. MARC - Bike & Pedestrian (Jan Faidley)

CMBR Faidley said she has been in touch with Nicole Brown with Johnson County regarding available funding for the Safe Routes to School. She stated the county is looking for Title 1 schools to work with. They have been put on the list for the fall of 2023. The report that was completed is attached in the agenda packet.

VII. Unfinished Business

There was no Unfinished Business

VIII. New Business

A. Reappoint Lisa Brunner to the Planning Commission

MOTION: CMBR HILL MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE REAPPOINTMENT OF LISA BRUNNER TO THE PLANNING COMMISSION. (MOTION CARRIED 7-0.)

B. Approve Construction Manager at Risk for Public Works Facility Renovations

City Administrator Moody said they are still trying to verify references for Universal. SFS is recommending them and has worked with them previously. He would ask that the Council approve them with the condition that the references are verified.

MOTION: CMBR RAGLOW MOVED AND CMBR DICKENS SECONDED TO APPROVE THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH UNIVERSAL CONSTRUCTION PENDING VERIFICATION OF REFERENCES. (MOTION CARRIED 7-0.)

C. Approve Lease with EPC for Existing Public Works Facility

Mayor Poppa said this agreement is to make certain Roeland Park Public Works does not leave any hazardous materials at the site that EPC would need to remove.

MOTION: CMBR HILL MOVED AND CMBR REBNE SECONDED TO APPROVE THE LEASE AGREEMENT WITH EPC FOR THE CURRENT PUBLIC WORKS FACILITY. (MOTION CARRIED 7-0.)

D. Approve 2023 Citizen Survey Service Agreement

Mayor Poppa said this is an agreement they renew every two years with ETC. This will allow them to conduct the 2023 survey. They will pay half this year and half next year to help spread out the expense. The total is within the allotted budget amount.

CMBR Madigan expressed concerns of oversaturating the people every two years with a survey. He asked what they were hoping to get out of that. He also felt it should be a household survey and not just one individual in a household.

CMBR Faidley said that is a good point and asked what other communities do. City Administrator Moody said that every two years is common noting that some do it every year or even quarterly. They can look at past results and the frequency of the survey allows them to ask pertinent questions in a timely manner, which then allows the City to be more strategic in how they focus their dollars based on results they are seeing from the residents. It allows them to keep a finger on the pulse and make changes on what residents feel is the priority.

CMBR Faidley asked if the cost of \$7,500 is over the budgeted amount and why. City Administrator Moody splitting it up brings them in a little under budget.

Mayor Poppa said they should be utilizing the survey to make decisions on stakeholder feedback and would like to continue with the survey every two years. He asked what percentage of residents normally reply. City Administrator Moody said with their last survey the response was among the highest ETC has seen with 800 responses. The survey was sent out to 3,100 addresses and included the apartments. Every residential address gets the survey.

Mayor Poppa said they might want to call it a stakeholder survey instead of citizen survey based on the context of the word. He also asked if the survey goes to businesses. City Administrator Moody said they previously did a business survey, but since the City does not have many businesses, the results weren't as insightful as they had hoped.

CMBR Rebne recommended the survey also be directed to shoppers in Roeland Park and the businessowners. He asked if ETC has the capacity to approach people other than directly through an address which would allow them to vary the median and mix up who gets it.

City Administrator Moody noted that there is a place for residents to volunteer to be in a small pool to participate in smaller surveys.

Mayor Poppa said they are always looking for ways for residents to engage and hopes everyone fills out the survey. Their responses are a way for the people to be heard.

CMBR Hill said when they were working on protecting public safety and community resources, they were intentional not using "citizens" as it is off-putting particularly to those not documented. She recommended changing the language to reflect "residents."

CMBR Madigan said he was glad it was brought up about the small surveys. He said the more that participate the better the results.

CMBR Rebne said is not advocating for sending less surveys, but would like to see more of a variety of methods to capture different demographics to give them a more wholistic look.

City Administrator Moody said they check to see if the demographics are consistent with the demographics of the City. So, they take efforts to make certain the results are not skewed by one group being more representative than another.

CMBR Faidley supported CMBR Hill's comment changing "citizen" to "resident." She said that was something that would fall under the racial equity lens.

MOTION: CMBR FAIDLEY MOVED AND CMBR DICKENS SECONDED TO APPROVE THE CITIZEN SURVEY SERVICE AGREEMENT WITH ETC FOR THE 2023 SURVEY WITH A 24 MONTH PAYMENT PLAN. (MOTION CARRIED 7-0.)

IX. Reports of City Officials

A. City Administrator's Report

City Administrator Moody said there has been good cooperation with representatives in Topeka, especially regarding Senate Bill 77 and House Bill 2174, the two pieces of legislation making it simple to

remove discriminatory language from covenants or plats. No hearing has been scheduled as of yet, but he will let them know when that is set as their intent is to go and testify.

CMBR Faidley said the League of Kansas Municipalities is aware of this and is another advocate for them. City Administrator Moody said that other communities are supportive of this and John Goodyear, attorney for LKM, has been kept up to date on this.

B. City Attorney Report

City Attorney Mauer introduced Jamie Walker, their newest lawyer that has joined the team who will also sit in at times for City meetings.

Mayor Poppa welcomed Ms. Walker.

C. Assistant City Manager Report

Ms. Winn said this will be her last meeting and thanked everyone for keeping her on her toes.

Mayor Poppa thanked her for her service to the City and wished her good luck.

Adjourn:

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

(Roeland Park City Council Meeting Adjourned at 7:08 p.m.)

Kelley Nielsen, City Clerk

Michael Poppa, Mayor

Item Number: Applications/Presentations- A.-1.
Committee 2/20/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/16/2023
Submitted By: Keith Moody
Committee/Department:
Title: **Update on HB 2174 and HB 2376 from Rep Xu (5 min)**
Item Type: Presentation

Recommendation:

Informational.

Details:

HB 2376 was introduced with language (section 2) that would repeal existing and prevent a city from adopting a non-discrimination ordinance that is more restrictive than state law. This bill provided the ability for a city to have discriminatory language removed from a plat or covenants (similar to HB 2174 developed by Roeland Park). Roeland Park and Overland Park submitted testimony apposing HB 2376 as written. Representative Xu will provide an update on HB 2376 and HB 2174.

Link to HB 2174:
http://www.kslegislature.org/li/b2023_24/measures/hb2174/

Link to HB 2376:
http://www.kslegislature.org/li/b2023_24/measures/hb2376/

Link to 2/15/23 Hearing on HB 2376:
<https://www.youtube.com/live/0YCXkyfjbXU?feature=share>

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Applications/Presentations- A.-2.
Committee 2/20/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/16/2023
Submitted By: Admin Committee
Committee/Department: Admin.
Title: **Presentation by JCRB|AJC on Adopting the IHRA Working Definition of Antisemitism - Gavriela Geller (5 min)**
Item Type:

Recommendation:

Informational.

Details:

Gavriela Geller with JCRB|AJC will present to the Council.

Perhaps you have seen the recent antisemitic incidents in Johnson County schools. These disturbing situations, coupled with the alarming rise in antisemitic incidents across the nation, has prompted JCRB|AJC to more aggressively combat antisemitism in our local communities.

The first step to combating antisemitism is understanding it; we cannot adequately fight what we cannot define. The International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism provides useful examples of the ways in which antisemitism manifests itself today. Defining antisemitism using the internationally accepted “gold standard” IHRA definition is an important initial step in supporting the Jewish community. We are pleased to share that the City Councils in City of Kansas City, Missouri and Leawood, Kansas recently passed their own resolutions adopting the IHRA definition.

We are now focused on bringing the IHRA definition to the local level in an effort to help our communities better understand and combat antisemitism. JCRB|AJC asks you and the Roeland Park City Council to consider supporting the International Holocaust Remembrance Alliance (IHRA) Working Definition of Antisemitism through a resolution.

Learn more about IHRA here: [the-working-definition-of-antisemitism](https://www.holocaustremembrance.com/about-hhra/working-definition-antisemitism)

Financial Impact


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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	Resolution Examplet	Cover Memo

RESOLUTION NO.

RECOGNIZING THE GROWING PROBLEM OF ANTISEMITISM IN AMERICA AND ADOPTING A WORKING DEFINITION OF ANTISEMITISM AS AN IMPORTANT EDUCATIONAL TOOL TO ADDRESS IT

WHEREAS antisemitism, including harassment on the basis of actual or perceived Jewish origin, ancestry, ethnicity, identify, affiliation, or faith, remains a persistent, pervasive, and disturbing problem in American society; and

WHEREAS antisemitism may be expressed in speech, writing, visual forms and action, and employs sinister stereotypes to encourage hatred against Jews; and

WHEREAS antisemitism includes calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion; and

WHEREAS antisemitism includes denying the fact, scope, mechanisms (e.g., gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust); and

WHEREAS Jews continue to be a targeted minority in the United States and are consistently the most likely of all religious groups to be victimized by incidents of hate, and such incidents are increasing at an alarming rate; and

WHEREAS the deadliest attack against the American Jewish community took place on October 27, 2018, at the Tree of Life Synagogue in Pittsburgh, Pennsylvania, killing eleven worshippers and injuring several more; and

WHEREAS The Kansas Jewish community has experienced firsthand the deadly result of antisemitism when, on April 13, 2014, three people lost their lives due to antisemitic attacks at the Jewish Community Center of Greater Kansas City and the Village Shalom, both located in Overland Park, Kansas; and

WHEREAS there are approximately 22,000 members of the Greater Kansas City Jewish Community; and

WHEREAS local officials and institutions have a responsibility to protect community members from acts of hate and bigotry, including antisemitism, and must be given the tools to do so; and

WHEREAS valid monitoring, informed analysis and investigation, and effective policy- making all benefit from accurate and uniform definitions; and

WHEREAS In May 2016, the International Holocaust Remembrance Alliance (IHRA), by a consensus vote of its member states, adopted a Working Definition of Antisemitism; and

WHEREAS The IHRA's Working Definition of Antisemitism includes eleven examples of contemporary antisemitism that capture some of the many ways antisemitism manifests itself, whether in public life, media, schools, the workplace, or the religious sphere; and

WHEREAS The IHRA's Working Definition of Antisemitism has become the internationally recognized and authoritative definition used by governments, international organizations, and educational institutions; NOW, THEREFORE,

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK:

Section 1. The City of Roeland Park adopts the non-legally binding International Holocaust Remembrance Alliance Working Definition of Antisemitism, including the 11 contemporary examples::

"Antisemitism is a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities."

"Contemporary examples of antisemitism in public life, the media, schools, the workplace, and in the religious sphere could, taking into account the overall context, include, but are not limited to:

- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion.
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective — such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions.
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews.
- Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust).
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust.
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations.
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a state of Israel is a racist endeavor.
- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation.
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis.
- Drawing comparisons of contemporary Israeli policy to that of the Nazis.
- Holding Jews collectively responsible for actions of the state of Israel."

Section 2. The Governing Body of the City will ensure that the Working Definition of

Antisemitism is utilized as an educational resource and primary reference guiding supplemental curricula and training programs, making related materials available to various local agencies contending with and responsible for addressing antisemitism and other forms of discrimination, which include all City departments..

Michael Poppa, Mayor

ATTEST:

Kelley Nielsen, City Clerk

[SEAL]

APPROVED AS TO FORM:

Steve Mauer, City Attorney

Item Number: Mayor's Report- IV.-A.
Committee 2/20/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/16/2023
Submitted By: Mayor Poppa
Committee/Department: Ward 4 Council Seat Vacancy Appointment Committee
Title: **Appoint Ward 4 Resident to Vacant Council Seat (5 min)**
Item Type: Other

Recommendation:

Mayor Poppa recommends Miel Castagna-Herrera to the vacant Ward 4 Council seat.

Details:

A committee consisting of the Mayor, Council President Hill and Ward 4 Council Person Rebne reviewed applications received from those interested in filling the vacant ward 4 council seat.

List of applicants:
Debbie Schraeder
Ian Gould
Jeffrey Stocks
Matt Lero
Miel Castagna-Herrera
Robert Pedroza

The Committee elected to interview all applicants. Attached is a summary of the composite scores for each applicant. Miel Castagna-Herrera achieved the highest composite score from the interview committee.

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
 Process for Filling Vacant Council Seat Approved by Council	Cover Memo
 Ward 4 Candidate Interview Questions	Cover Memo
 Ward 4 Candidate Interview Rubric	Cover Memo

Procedure for Filling a Vacant Council Seat

Approved by Council on 12/5/22

Interview Committee will consist of the Mayor, Council President, and remaining Council person from the Ward with the council vacancy.

Staff will advertise vacancy and solicit applications through customary channels for a minimum of 15 days. The closing date shall be on a business day.

- Constant Contact
- On website
- On social media

Applications submitted through the city's volunteer portal on the city website shall be accompanied by a Letter of Interest and Resume. Applications will be shared with all elected officials as informational. Applicant names will be published on the city website.

Link to volunteer application portal: <https://www.roelandpark.org/FormCenter/Volunteering-8/Committee-Volunteer-Form-48>

Interview Committee will review applications and select candidates to interview. Interview Committee shall consider a candidate's ability to carry out the duties of a council person (link to city council duties below). The Mayor, with the consultation and advice of the interview committee, will present a candidate to the Council for consideration.

https://library.municode.com/ks/roeland_park/codes/code_of_ordinances?nodeId=CHIAD_ART2GOBO_S1-204.1COPUPODU

A majority of the city Council must vote in favor of a candidate recommended by the Mayor to confirm appointment.

The process is anticipated to take 30 to 45 days from the time a seat is vacant until a candidate is presented for Council consideration.

Ward 4 Candidate Interview Questions

Candidate Name _____

Panel Member Name _____

- Panel introductions
- Housekeeping:
 - The candidate selected to fill the vacant ward 4 seat will serve until December 2023, unless they run for the seat in November and win election.
 - The council meets on the 1st and 3rd Mondays of each month. In addition, councilmembers serve on council committees and as liaisons to standing advisory committees. Members are expected to put in the time necessary.
 - We've planned approximately 45 minutes for this discussion
 - You will be asked a set of questions that will be posed in the same order to all candidates. Based on your answers, we may have follow-ups.
 - There will be an opportunity for you to ask us our questions at the end of the interview.

CANDIDATE INTRO

- Tell us about yourself (how your experience adds benefit to serving the community) and what interests you in serving as an elected official for Roeland Park, specifically Ward 4?

PANEL QUESTIONS

1. How do you understand the role (the duties, responsibilities, and scope) of the position you are seeking?
 - a. In relation to other governing body members, staff and constituents?
2. What 2 or 3 priorities would you like to champion for the City during your time as a Council Member?
3. Describe the method you would employ for determining the level of public support for a new local policy or service.
4. You identified priorities you would like to champion during your time on city council. In addition to determining the level of public support please tell us:

- a. How important is it to you to consider intersectionality (i.e. gender, race, age, class, sexual orientation, physical ability) when crafting local policies that impact residents and businesses?
 - b. Describe if and how you would use that lens when considering one of your identified priorities.
5. As with most, if not all communities, Roeland Park has a history of racial segregation. How familiar are you with that history, and what are some tools you believe our local government has to counter this legacy?
6. Roeland Park is considered a regional leader in policy making, often being the first city to tackle “tough” issues. For instance:
 - a. *We were the first city in Johnson County to pass a nondiscrimination ordinance including sexual orientation and gender identity/expression as protected class;*
 - b. *We were the second city in the state to pass a Safe & Welcoming ordinance; and,*
 - c. *Last year we were challenged by COVID to enact a community safety ordinance, requiring the use of masks in public places.*How do you feel about that leadership role and image in the regional community?
7. Tell us why you would be the best person to fill this Council vacancy.
8. What questions do you have for us?

ADDITIONAL QUESTIONS IF TIME PERMITS

1. What is your experience and approach to consensus building with a group having diverse perspectives?
2. Describe the most challenging problem you have handled. What did you personally do to resolve the issue? Was the issue resolved in a fair manner for all, why or why not?
3. What is your vision for Roeland Park in 5, 10, 20 years?
4. Imagine you disagree with a council member on an issue. What are some ways you would handle it? What about a staff member?

		CANDIDATE SCORES (possible: 15 per question, 75 total)					
SKILLS/COMPETENCIES	Teamwork: Candidate demonstrates ability to work as part of a team; seeks the perspective and expertise of others; looks for opportunities to support others on team.	13	13	12	12	10	10
	Commitment to Diversity: Ability to promote and foster an inclusive community.	14	13	10	10	9	10
	Perspective: Candidate demonstrates the ability to provide a unique perspective or voice not currently represented on the governing body.	14	12	14	8	8	9
	Availability: Candidate demonstrated necessary availability to engage with constituents in a meaningful way.	12	12	9	12	11	9
	Motivation: Candidate demonstrates openness and a willingness to learn.	12	13	12	10	11	11
	Total Score	65	63	57	52	49	49

Item Number: Mayor's Report- IV.-B.
Committee 2/20/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/16/2023
Submitted By: Keith Moody
Committee/Department:
Title: **Placeholder- Swear in New Ward 4 Council Person (5 min)**
Item Type: Other

Recommendation:

If the candidate to fill the Ward 4 Council seat as presented by the Mayor is confirmed by a majority of the remaining members of the City Council (which would be 4), the City Clerk will administer the Oath of Office to the newly seated Council person.

Details:

Link to City Code Section concerning filling council seat vacancies:
https://library.municode.com/ks/roeland_park/codes/code_of_ordinances?nodeId=APXACHOR_CHORNO38

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: New Business- VIII.-A.
Committee 2/20/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/14/2023
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Award Canterbury Street Reconstruction Contract & 48th St CARS Project (5 min)**
Item Type: Discussion

Recommendation:

Award the bid for the 2023 NSRP Canterbury Reconstruction and 48th St CARS projects to Kansas Heavy Construction at a cost not to exceed \$1,346,000.

Details:

The City has programmed reconstruction of residential streets through the Residential Street Reconstruction program with design taking place in even years and construction in the following odd numbered year. The program focuses on streets with a condition rating of Poor or worse, where surface treatments alone would not be effective at extending the life of the street. The sub-grade has failed on many of these streets requiring that the street be reconstructed from the sub-grade up.

NSRP Construction items that will be addressed:

- New street base and surface
- New curb & gutter
- New sidewalk addition (47th St to 48th St & 50th St to 51st St)
- Spot sidewalk replacements between 48th St & 50th St
- Minor Stormwater improvements

48th St CARS Project

- Mill & Overlay
- Spot Curb Replacement
- Spot Sidewalk Replacement
- Pavement Marking

Staff received sealed bids for both projects on February 14th, 2023. The two projects were combined together into one bid package which tends to lead to lower unit prices compared to bidding the projects separately and it reduces the bidding process fees charged by the City Engineer. Five contractors submitted bids (which is a very good response). Kansas Heavy Construction is the low bidder. Below is a breakdown of the bids received.

- **J.M. Fahey** - \$1,522,005
- **McAnany Construction** - \$1,398,458
- **Freeman Concrete** - \$1,594,620
- **Kansas Heavy Construction** - \$1,345,814
- **McConnell & Associates** - Bid Withdrawn due to bid error.

Attached is the recommendation letter from the city engineer.

The total amount budgeted for design, inspection, testing and construction for both projects over both 2022 and 2023 is \$1,708,000 with \$136,500 of that cost being reimbursed from CARS (for a net cost to the City of \$1,571,500). The CARS amount awarded is only \$77k. Based upon the KS Heavy Bid the estimated net cost to the City after CARS funds is \$1,500,266. This is less than the net cost budgeted.

Financial Impact

Amount of Request: \$1,346,000 for Construction Contract	
Budgeted Item?	Budgeted Amount: \$1,577,266 Budget for Total Project Costs in 2022 and 2023; \$1,488,600 Budgeted for Construction
Line Item Code/Description: 5430.270 - Combined Special Streets and Highway Fund	

Additional Information

The project will be completed in 2 phases to minimize the impacts to residents along Canterbury. Notice to proceed will likely occur April 1, 2023, with final completion by November of 2023.

Phase 1 - Canterbury from 48th St to 51st St

- Commencing in April 2023. All new street base and new street surface, sidewalk replacement, new curb and gutter, minor storm sewer improvements, addition of sidewalk on west side of Canterbury between 50th & 51st St as well as select drive approach replacements. All asphalt and concrete construction to be completed prior to June 30, 2021.

Phase 2 - Canterbury from 48th St to 47th St

- Commencing in August 2023. All new street base and new street surface, sidewalk replacement, new curb and gutter, minor storm sewer improvements, addition of sidewalk on west side of Canterbury between 50th & 51st St as well as select drive approach replacements. All asphalt and concrete construction to be completed by November 15th, 2023. Restoration will follow the completion of all the construction elements.

Temporary Construction Easements will be needed for the project that are primarily for sidewalk replacement and additions on the west side of the street. Staff is working on obtaining signatures from the property owners for these easements. Twenty-one (21) easements are needed, we have 10 so far. Easements were sent to those property owners along with the invitation to the neighborhood meeting held in November 2022 where the project plans were reviewed. Easements were again sent certified mail in early February.

48th St CARS Construction Schedule

- Construction will likely begin in July. Everygy will be relocating an underground duct bank that is anticipated to begin in April. Everygy will need to excavate in the roadway of 48th St as part of the duct bank relocation. Everygy will start at the south end of the relocation to complete the duct bank work prior to our contractor completing the 48th St project to avoid excavation in our new street surface.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
□ Budget Summary for Both Projects	Cover Memo
□ Estimated Project Cost Summary for Both Projects	Cover Memo
□ Letter of Recommendation from City Engineer	Cover Memo

Project: 2023 NSRP - Canterbury Street and 2023 CARS - 48th Street Project Cost Estimate

Roeland Park, Kansas

Item Description	Project Cost	CIP Budget			Notes
		NSRP - Canterbury	CARS - 48th	CARS Eligible	
1 Construction Cost	\$ 1,488,600	\$ 1,235,000	\$ 253,600	\$ 126,800	Cost Estimate Provided in April 2022
2 Engineering Survey & Design	\$ 120,000	\$ 100,000	\$ 20,000	\$ -	Approved Task Orders
3 Construction Observation (Consultant)	\$ 75,200	\$ 60,100.00	\$ 15,100	\$ 7,550	Approved Task Orders
4 Material Testing	\$ 22,200	\$ 17,900	\$ 4,300	\$ 2,150	Estimate
5 Project Administration	\$ -	\$ -	\$ -	\$ -	Assumes no City Costs
6 Legal fees, Publications	\$ 2,000	\$ 1,000	\$ 1,000	\$ -	Estimate
7 R/W and Easement Acquisition	\$ -	\$ -	\$ -	\$ -	Assumes no cost
8 Utility Relocations	\$ -	\$ -	\$ -	\$ -	Assumes no cost
9 Financing and Bonding	\$ -	\$ -	\$ -	\$ -	Not included for now
Total Project Cost	\$ 1,708,000	\$ 1,414,000	\$ 294,000	\$ 136,500	
Final Cost to City	\$ 1,571,500				

Project: 2023 NSRP - Canterbury Street and 2023 CARS - 48th Street Project Cost Estimate

Roeland Park, Kansas

Date: 2/15/2023

Item Description	NSRP -					Notes
	Project Cost	Canterbury	CARS - 48th	CARS Eligible		
1 Construction Cost	\$ 1,345,814	\$ 1,130,108	\$ 215,706	\$ 107,853		Kansas Heavy bid from 2/14/2023
2 Engineering Survey & Design	\$ 139,300	\$ 118,300	\$ 21,000	\$ -		Approved Task Order
3 Construction Observation (Consultant)	\$ 74,200	\$ 60,100.00	\$ 14,100	\$ 7,050		Approved Task Order
4 Material Testing	\$ 15,952	\$ -	\$ 4,380	\$ 2,190		Material Testing Proposal from Kaw Valley
5 Project Administration	\$ -	\$ -	\$ -	\$ -		Assumes no City Costs
6 Legal fees, Publications	\$ 2,000	\$ 1,000	\$ 1,000	\$ -		Easement filing, other
7 R/W and Easement Acquisition	\$ -	\$ -	\$ -	\$ -		Assumes no cost
8 Utility Relocations	\$ -	\$ -	\$ -	\$ -		Assumes no cost
9 Financing and Bonding	\$ -	\$ -	\$ -	\$ -		Not included for now
Total Project Cost	\$ 1,577,266	\$ 1,309,508	\$ 256,186	\$ 117,093		
BoCC Approved CARS Funding				\$ 77,000.00		
Total Project Cost to City	\$ 1,500,266					

February 15, 2023

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LampRynearson.com

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

Re: 2023 NSRP – Canterbury Street and 2023 CARS – 48th Street Projects

Dear Ms. Nielsen:

Bids were received for the above referenced project on Tuesday, February 14, 2023.

A total of 5 bids were received. The bids were competitive with three bids below the engineer's estimate. The apparent low bidder was submitted by McConnell and Associates in the amount of \$1,140,113.64 (bid alternate total bid \$1,166,453.64). The engineer's estimate for the bid was \$1,453,676.00 (bid alternate total bid \$1,461,894.00). After the bid opening we were contacted by McConnell and Associates, informed that they had made an error in estimating their bid and are unwilling to enter into a contract for that amount. Attached is the letter from McConnell and Associates.

The second low bid was submitted by Kansas Heavy Construction, LLC in the amount of 1,345,814.20 (bid alternate total bid \$1,378,739.20). Kansas Heavy has submitted a list of proposed subcontracts, attached. The contractor proposes to complete approximately 69% of the work with their own forces.

Kansas Heavy completed three projects for the City of Roeland Park in 2022. After consultation with City staff we recommend Kansas Heavy Construction, LLC be awarded the base bid contract.

If you have any questions, or need additional information, please contact me at 636-484-2595.

Sincerely,

LAMP RYNEARSON



Greg Van Patten, P.E.
Project Manager

CC: Project File
Email C: Keith Moody, City Administrator
Donnie Scharff, Director of Public Works
Dan Miller, Civil Design Group Leader



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COMPLETED BID TABULATION																	
2023 CARS-48TH STREET				Engineer's Estimate		McConnell and Associates		Kansas Heavy Construction		McAnany Construction		Freeman Concrete Construction		JM Fahey Construction		Average Minus High Bid and Engineer	
City of Roeland Park, KS																	
Item No	Item Description	Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$22,000.00	\$22,000.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$ 8,538.00	\$ 8,538.00	\$ 8,400.00	\$ 8,400.00	\$ 50,000.00	\$ 50,000.00	\$11,734.50	\$11,734.50
2	Traffic Control	LS	1	\$11,000.00	\$11,000.00	\$14,000.00	\$14,000.00	\$12,265.00	\$12,265.00	\$ 12,826.00	\$ 12,826.00	\$ 11,700.00	\$ 11,700.00	\$ 12,500.00	\$ 12,500.00	\$12,697.75	\$12,697.75
3	Clearing, Grubbing and Demolition	LS	1	\$11,000.00	\$11,000.00	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$ 3,599.00	\$ 3,599.00	\$ 1,150.00	\$ 1,150.00	\$ 25,500.00	\$ 25,500.00	\$3,062.25	\$3,062.25
4	Contractor Construction Staking	LS	1	\$3,300.00	\$3,300.00	\$500.00	\$500.00	\$4,620.00	\$4,620.00	\$ 6,902.00	\$ 6,902.00	\$ 2,625.00	\$ 2,625.00	\$ 2,200.00	\$ 2,200.00	\$3,661.75	\$3,661.75
5	Inlet Top (Curb) (6'x4') (Remove and Replace)	EA	2	\$4,400.00	\$8,800.00	\$2,550.00	\$5,100.00	\$3,100.00	\$6,200.00	\$ 2,993.00	\$ 5,986.00	\$ 3,232.00	\$ 6,464.00	\$ 4,000.00	\$ 8,000.00	\$2,968.75	\$5,937.50
6	Curb and Gutter (Remove and Replace) (Type B) (Type D) (KCMMB4K)	LF	752	\$60.00	\$45,120.00	\$66.00	\$49,632.00	\$44.00	\$33,088.00	\$ 72.40	\$ 54,444.80	\$ 39.90	\$ 30,004.80	\$ 55.00	\$ 41,360.00	\$55.58	\$41,792.40
7	Sidewalk (Remove and Replace) (4") (KCMMB4K)	SF	613	\$14.00	\$8,582.00	\$12.00	\$7,356.00	\$15.00	\$9,195.00	\$ 19.75	\$ 12,106.75	\$ 14.10	\$ 8,643.30	\$ 14.00	\$ 8,582.00	\$15.21	\$9,325.26
8	Sidewalk Ramp with Detectable Warning Surface (Remove and Replace) (6") (KCMMB4K)	SF	202	\$20.00	\$4,040.00	\$15.00	\$3,030.00	\$34.00	\$6,868.00	\$ 51.10	\$ 10,322.20	\$ 25.80	\$ 5,211.60	\$ 35.00	\$ 7,070.00	\$31.48	\$6,357.95
9	Detectable Warning Surface	SF	74	\$65.00	\$4,810.00	\$78.00	\$5,772.00	\$100.00	\$7,400.00	\$ 92.15	\$ 6,819.10	\$ 27.00	\$ 1,998.00	\$ 80.00	\$ 5,920.00	\$74.29	\$5,497.28
10	Sidewalk Curb (Concrete) (KCMMB4K)	LF	44	\$32.00	\$1,408.00	\$30.00	\$1,320.00	\$44.00	\$1,936.00	\$ 40.60	\$ 1,786.40	\$ 24.00	\$ 1,056.00	\$ 50.00	\$ 2,200.00	\$34.65	\$1,524.60
11	Asphalt Base Repair (3") (APWA TYPE 5 - MOD 30% FRAP)	SY	470	\$65.00	\$30,550.00	\$26.90	\$12,643.00	\$64.50	\$30,315.00	\$ 56.85	\$ 26,719.50	\$ 39.30	\$ 18,471.00	\$ 55.00	\$ 25,850.00	\$46.89	\$22,037.13
12	Full Width Mill (2")	SY	2724	\$4.00	\$10,896.00	\$3.50	\$9,534.00	\$4.30	\$11,713.20	\$ 4.05	\$ 11,032.20	\$ 3.80	\$ 10,351.20	\$ 6.00	\$ 16,344.00	\$3.91	\$10,657.65
13	Asphalt Surface (2") (APWA TYPE 5 - MOD 30% FRAP)	TON	343	\$132.00	\$45,276.00	\$120.00	\$41,160.00	\$102.00	\$34,986.00	\$ 89.65	\$ 30,749.95	\$ 106.60	\$ 36,563.80	\$ 110.00	\$ 37,730.00	\$104.56	\$35,864.94
14	Concrete Blockout (Manhole)	EA	2	\$3,300.00	\$6,600.00	\$900.00	\$1,800.00	\$2,300.00	\$4,600.00	\$ 8,641.00	\$ 17,282.00	\$ 2,194.00	\$ 4,388.00	\$ 2,500.00	\$ 5,000.00	\$3,508.75	\$7,017.50
15	Restore Pavement Markings (Turn Arrow) (White) (Preformed Thermoplastic)	EA	4	\$445.00	\$1,780.00	\$456.00	\$1,824.00	\$420.00	\$1,680.00	\$ 437.00	\$ 1,748.00	\$ 400.00	\$ 1,600.00	\$ 420.00	\$ 1,680.00	\$428.25	\$1,713.00
16	Restore Pavement Markings (Double Yellow) (Thermoplastic)	LF	1085	\$3.00	\$3,255.00	\$2.70	\$2,929.50	\$2.50	\$2,712.50	\$ 2.60	\$ 2,821.00	\$ 2.40	\$ 2,604.00	\$ 2.50	\$ 2,712.50	\$2.55	\$2,766.75
17	Restore Pavement Markings (4") (White) (Thermoplastic)	LF	385	\$2.00	\$770.00	\$2.70	\$1,039.50	\$2.50	\$962.50	\$ 2.60	\$ 1,001.00	\$ 2.40	\$ 924.00	\$ 2.50	\$ 962.50	\$2.55	\$981.75
18	Restore Pavement Markings (6") (White) (Thermoplastic) (Crosswalk)	LF	170	\$6.00	\$1,020.00	\$12.00	\$2,040.00	\$11.00	\$1,870.00	\$ 11.50	\$ 1,955.00	\$ 10.50	\$ 1,785.00	\$ 11.00	\$ 1,870.00	\$11.25	\$1,912.50
19	Restore Pavement Markings (24") (White) (Thermoplastic) (Ladders)	LF	72	\$32.00	\$2,304.00	\$26.40	\$1,900.80	\$24.25	\$1,746.00	\$ 25.30	\$ 1,821.60	\$ 23.10	\$ 1,663.20	\$ 24.00	\$ 1,728.00	\$24.76	\$1,782.90
20	Restore Pavement Markings (24") (White) (Thermoplastic) (Stop Bar)	LF	28	\$32.00	\$896.00	\$26.40	\$739.20	\$24.25	\$679.00	\$ 25.30	\$ 708.40	\$ 23.10	\$ 646.80	\$ 24.00	\$ 672.00	\$24.76	\$693.35
21	CARS Sign	EA	2	\$1,100.00	\$2,200.00	\$900.00	\$1,800.00	\$935.00	\$1,870.00	\$ 863.00	\$ 1,726.00	\$ 262.00	\$ 524.00	\$ 554.00	\$ 1,108.00	\$740.00	\$1,480.00
22	Force Account	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$10,000.00	\$10,000.00
Subtotal:				\$ 235,607.00		\$ 180,620.00		\$ 215,706.20		\$ 230,894.90		\$ 166,773.70		\$ 268,989.00		\$ 198,498.70	
Bid Alternates																	
BA-1	Curb and Gutter (Remove and Replace) (Type B) (KCMMB4K)	LF	752	\$45.00	\$33,840.00	\$66.00	\$49,632.00	\$44.00	\$33,088.00	\$ 71.10	\$ 53,467.20	\$ 39.90	\$ 30,004.80	\$ 55.00	\$ 41,360.00	\$55.25	\$41,548.00
BA-2	Sidewalk (Remove and Replace) (4") (KCMMB4K)	SF	2808	\$10.00	\$28,080.00	\$12.00	\$33,696.00	\$15.00	\$42,120.00	\$ 6.70	\$ 18,813.60	\$ 10.50	\$ 29,484.00	\$ 15.00	\$ 42,120.00	\$11.05	\$31,028.40
Bid Alternate Total:				\$ 61,920.00		\$ 83,328.00		\$ 75,208.00		\$ 72,280.80		\$ 59,488.80		\$ 83,480.00		\$ 72,576.40	
Total with Bid Alternate:				\$ 243,825.00		\$ 206,960.00		\$ 248,631.20		\$ 236,624.15		\$ 187,614.40		\$ 302,527.00		\$ 219,957.44	
As Read Bid:												\$ 166,713.10					
												Math Error					



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COMPLETED BID TABULATION																		
2023 NSRP-CANTERBURY STREET				ENGINEER'S ESTIMATE		McConnell & Associates		Kansas Heavy Construction		McAnany Construction		Freeman Concrete Construction		JM Fahey Construction		Average Minus High and Engineer's		
City of Roeland Park, KS																		
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Mobilization	L.S.	1	\$ 56,000.00	\$ 56,000.00	\$ 16,000.00	\$ 16,000.00	\$ 45,000.00	\$ 45,000.00	\$ 6,238.00	\$ 6,238.00	\$ 41,700.00	\$ 41,700.00	\$ 50,000.00	\$ 50,000.00	\$ 27,234.50	\$ 27,234.50	
2	Traffic Control	L.S.	1	\$ 16,800.00	\$ 16,800.00	\$ 14,000.00	\$ 14,000.00	\$ 12,050.00	\$ 12,050.00	\$ 12,596.00	\$ 12,596.00	\$ 11,500.00	\$ 11,500.00	\$ 12,000.00	\$ 12,000.00	\$ 12,536.50	\$ 12,536.50	
3	Erosion Control	L.S.	1	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,050.00	\$ 6,050.00	\$ 11,273.00	\$ 11,273.00	\$ 10,500.00	\$ 10,500.00	\$ 6,200.00	\$ 6,200.00	\$ 8,580.75	\$ 8,580.75	
4	Clearing, Grubbing and Demolition	L.S.	1	\$ 132,000.00	\$ 132,000.00	\$ 18,000.00	\$ 18,000.00	\$ 151,000.00	\$ 151,000.00	\$ 70,366.00	\$ 70,366.00	\$ 2,300.00	\$ 2,300.00	\$ 60,000.00	\$ 60,000.00	\$ 60,416.50	\$ 60,416.50	
5	Contractor Construction Staking	L.S.	1	\$ 8,800.00	\$ 8,800.00	\$ 19,200.00	\$ 19,200.00	\$ 4,620.00	\$ 4,620.00	\$ 11,504.00	\$ 11,504.00	\$ 7,875.00	\$ 7,875.00	\$ 18,000.00	\$ 18,000.00	\$ 10,799.75	\$ 10,799.75	
6	Earthwork/Grading	L.S.	1	\$ 66,000.00	\$ 66,000.00	\$ 10,750.00	\$ 10,750.00	\$ 41,500.00	\$ 41,500.00	\$ 5,053.00	\$ 5,053.00	\$ 204,500.00	\$ 204,500.00	\$ 160,000.00	\$ 160,000.00	\$ 65,450.75	\$ 65,450.75	
7	Pipe (8" PVC) (Sanitary) (Concrete Encasement)	L.F.	20	\$ 275.00	\$ 5,500.00	\$ 175.00	\$ 3,500.00	\$ 195.00	\$ 3,900.00	\$ 200.00	\$ 4,000.00	\$ 301.00	\$ 6,020.00	\$ 165.00	\$ 3,300.00	\$ 217.75	\$ 4,355.00	
8	Pipe (14" x 23" RCPE)	L.F.	35	\$ 230.00	\$ 8,050.00	\$ 315.00	\$ 11,025.00	\$ 175.00	\$ 6,125.00	\$ 216.00	\$ 7,560.00	\$ 312.00	\$ 10,920.00	\$ 370.00	\$ 12,950.00	\$ 254.50	\$ 8,907.50	
9	Pipe (19" x 30" RCPE)	L.F.	73	\$ 287.00	\$ 20,951.00	\$ 332.00	\$ 24,236.00	\$ 206.00	\$ 15,038.00	\$ 198.00	\$ 14,454.00	\$ 368.00	\$ 26,864.00	\$ 350.00	\$ 25,550.00	\$ 276.00	\$ 20,148.00	
10	Inlet (6'x6') (Curb)	E.A.	2	\$ 11,000.00	\$ 22,000.00	\$ 4,900.00	\$ 9,800.00	\$ 8,650.00	\$ 17,300.00	\$ 9,478.00	\$ 18,956.00	\$ 7,716.00	\$ 15,432.00	\$ 9,400.00	\$ 18,800.00	\$ 7,686.00	\$ 15,372.00	
11	Inlet (6'x3') (Curb) W/ Cantilever Lid	E.A.	1	\$ 13,200.00	\$ 13,200.00	\$ 5,400.00	\$ 5,400.00	\$ 7,600.00	\$ 7,600.00	\$ 8,635.00	\$ 8,635.00	\$ 8,625.00	\$ 8,625.00	\$ 9,600.00	\$ 9,600.00	\$ 7,565.00	\$ 7,565.00	
12	Unsuitable Subgrade (Remove and Replace with Aggregate)	TON	600	\$ 55.00	\$ 33,000.00	\$ 60.00	\$ 36,000.00	\$ 80.00	\$ 48,000.00	\$ 59.50	\$ 35,700.00	\$ 129.00	\$ 77,400.00	\$ 70.00	\$ 42,000.00	\$ 82.13	\$ 49,275.00	
13	Aggregate Base (6") (AB-3 OP Modified)	S.Y.	7747	\$ 11.00	\$ 85,217.00	\$ 8.12	\$ 62,905.64	\$ 13.50	\$ 104,584.50	\$ 12.80	\$ 99,161.60	\$ 22.60	\$ 175,082.20	\$ 13.50	\$ 104,584.50	\$ 14.26	\$ 110,433.49	
14	Temporary Aggregate	L.S.	1	\$ 22,000.00	\$ 22,000.00	\$ 6,000.00	\$ 6,000.00	\$ 16,000.00	\$ 16,000.00	\$ 12,711.00	\$ 12,711.00	\$ 57,224.00	\$ 57,224.00	\$ 30,000.00	\$ 30,000.00	\$ 22,983.75	\$ 22,983.75	
15	Sidewalk (4") (KCMMB4K)	S.F.	5343	\$ 9.00	\$ 48,087.00	\$ 8.50	\$ 45,415.50	\$ 7.00	\$ 37,401.00	\$ 12.80	\$ 68,390.40	\$ 16.00	\$ 85,488.00	\$ 10.00	\$ 53,430.00	\$ 11.08	\$ 59,173.73	
16	Sidewalk (4") (Remove and Replace) (KCMMB4K)	S.F.	420	\$ 13.20	\$ 5,544.00	\$ 12.00	\$ 5,040.00	\$ 10.00	\$ 4,200.00	\$ 21.90	\$ 9,198.00	\$ 11.10	\$ 4,662.00	\$ 13.00	\$ 5,460.00	\$ 13.75	\$ 5,775.00	
17	Sidewalk Ramps with Detectable Warning Surface (6") (KCMMB4K)	S.F.	876	\$ 19.00	\$ 16,644.00	\$ 15.00	\$ 13,140.00	\$ 22.00	\$ 19,272.00	\$ 47.00	\$ 41,172.00	\$ 23.50	\$ 20,586.00	\$ 31.00	\$ 27,156.00	\$ 26.88	\$ 23,542.50	
18	Detectable Warning Surface	S.F.	153	\$ 55.00	\$ 8,415.00	\$ 78.00	\$ 11,934.00	\$ 100.00	\$ 15,300.00	\$ 92.15	\$ 14,098.95	\$ 31.00	\$ 4,743.00	\$ 45.00	\$ 6,885.00	\$ 75.29	\$ 11,518.99	
19	Sidewalk Curb (KCMMB4K)	L.F.	350	\$ 33.00	\$ 11,550.00	\$ 30.00	\$ 10,500.00	\$ 34.00	\$ 11,900.00	\$ 38.35	\$ 13,422.50	\$ 17.80	\$ 6,230.00	\$ 45.00	\$ 15,750.00	\$ 30.04	\$ 10,513.13	
20	Valley Gutter (8" Concrete)	S.Y.	68	\$ 143.00	\$ 9,724.00	\$ 152.00	\$ 10,336.00	\$ 102.00	\$ 6,936.00	\$ 136.00	\$ 9,248.00	\$ 115.00	\$ 7,820.00	\$ 250.00	\$ 17,000.00	\$ 126.25	\$ 8,585.00	
21	Driveway (Residential) (6" Concrete)	S.Y.	1256	\$ 132.00	\$ 165,792.00	\$ 108.00	\$ 135,648.00	\$ 81.00	\$ 101,736.00	\$ 146.00	\$ 183,376.00	\$ 134.00	\$ 168,304.00	\$ 115.00	\$ 144,440.00	\$ 117.25	\$ 147,266.00	
22	Driveway (Residential) (6" Asphalt)	S.Y.	35	\$ 77.00	\$ 2,695.00	\$ 86.00	\$ 3,010.00	\$ 135.00	\$ 4,725.00	\$ 188.00	\$ 6,580.00	\$ 92.00	\$ 3,220.00	\$ 110.00	\$ 3,850.00	\$ 125.25	\$ 4,383.75	
23	Stairs (KCMMB4K)	S.F.	12	\$ 110.00	\$ 1,320.00	\$ 66.00	\$ 792.00	\$ 250.00	\$ 3,000.00	\$ 561.00	\$ 6,732.00	\$ 93.50	\$ 1,122.00	\$ 200.00	\$ 2,400.00	\$ 242.63	\$ 2,911.50	
24	Curb and Gutter (Combined) (Type B) (Remove and Replace)	L.F.	2205	\$ 44.00	\$ 97,020.00	\$ 66.00	\$ 145,530.00	\$ 44.00	\$ 97,020.00	\$ 69.95	\$ 154,239.75	\$ 52.30	\$ 115,321.50	\$ 45.00	\$ 99,225.00	\$ 58.06	\$ 128,027.81	
25	Concrete Blockout (Manhole)	E.A.	4	\$ 2,750.00	\$ 11,000.00	\$ 900.00	\$ 3,600.00	\$ 2,000.00	\$ 8,000.00	\$ 8,641.00	\$ 34,564.00	\$ 2,207.00	\$ 8,828.00	\$ 2,000.00	\$ 8,000.00	\$ 3,437.00	\$ 13,748.00	
26	Asphaltic Concrete Base (4") (APWA Type 5 MOD - 30% FRAP)	TON	1831	\$ 99.00	\$ 181,269.00	\$ 92.50	\$ 169,367.50	\$ 97.25	\$ 178,064.75	\$ 85.65	\$ 156,825.15	\$ 97.70	\$ 178,888.70	\$ 88.00	\$ 161,128.00	\$ 93.28	\$ 170,786.53	
27	Asphaltic Concrete Surface (2") (APWA Type 5 MOD - 30% FRAP)	TON	922	\$ 99.00	\$ 91,278.00	\$ 92.50	\$ 85,285.00	\$ 97.90	\$ 90,263.80	\$ 86.25	\$ 79,522.50	\$ 101.00	\$ 93,122.00	\$ 92.00	\$ 84,824.00	\$ 94.41	\$ 87,048.33	
28	Asphalt Mill (2")	S.Y.	49	\$ 11.00	\$ 539.00	\$ 10.00	\$ 490.00	\$ 18.55	\$ 908.95	\$ 16.35	\$ 801.15	\$ 33.40	\$ 1,636.60	\$ 45.00	\$ 2,205.00	\$ 19.58	\$ 959.18	
29	Fence (Residential) (Remove and Reset) (48" Chain Link)	L.F.	27	\$ 132.00	\$ 3,564.00	\$ 80.00	\$ 2,160.00	\$ 75.00	\$ 2,025.00	\$ 148.00	\$ 3,996.00	\$ 120.00	\$ 3,240.00	\$ 103.00	\$ 2,781.00	\$ 105.75	\$ 2,855.25	
30	Landscaping	L.S.	1	\$ 5,500.00	\$ 5,500.00	\$ 11,000.00	\$ 11,000.00	\$ 10,120.00	\$ 10,120.00	\$ 5,125.00	\$ 5,125.00	\$ 5,250.00	\$ 5,250.00	\$ 5,000.00	\$ 5,000.00	\$ 7,873.75	\$ 7,873.75	
31	Tree Replacement	E.A.	6	\$ 550.00	\$ 3,300.00	\$ 850.00	\$ 5,100.00	\$ 770.00	\$ 4,620.00	\$ 805.00	\$ 4,830.00	\$ 1,662.00	\$ 9,972.00	\$ 775.00	\$ 4,650.00	\$ 1,021.75	\$ 6,130.50	
32	Sodding	S.Y.	1981	\$ 10.00	\$ 19,810.00	\$ 9.00	\$ 17,829.00	\$ 8.00	\$ 15,848.00	\$ 8.70	\$ 17,234.70	\$ 6.80	\$ 13,470.80	\$ 8.00	\$ 15,848.00	\$ 8.13	\$ 16,095.63	
33	Force Account	SET	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	
NSRP Subtotal:				\$ 1,218,069.00			\$ 959,493.64		\$ 1,130,108.00		\$ 1,167,563.70		\$ 1,427,846.80		\$ 1,253,016.50		\$ 1,171,253.04	
						As Read Total:	\$ 937,691.14											
CARS Base Bid Total:				\$ 235,607.00			\$ 180,620.00		\$ 215,706.20		\$ 230,894.90		\$ 166,773.70		\$ 268,989.00		\$ 198,498.70	
CARS Total with Bid Alternate:				\$ 243,825.00			\$ 206,960.00		\$ 248,631.20		\$ 236,624.15		\$ 187,614.40		\$ 302,527.00		\$ 219,957.44	
NSRP and CARS Base Bid Total:				\$ 1,453,676.00			\$ 1,140,113.64		\$ 1,345,814.20		\$ 1,398,458.60		\$ 1,594,620.50		\$ 1,522,005.50		\$ 1,369,751.74	
NSRP and CARS Bid Alternate Total:				\$ 1,461,894.00			\$ 1,166,453.64		\$ 1,378,739.20		\$ 1,404,187.85		\$ 1,615,461.20		\$ 1,555,543.50		\$ 1,391,210.47	

Notes:

1. McConnell and Associate's submitted bid did not include addendum 2. Quantities were altered based on addendum 2.
2. Freeman had a math error on the CARS bid.

2023 NSRP and CARS Subcontractor List

- Heartland Traffic Services: Traffic Control and Striping
- McAnany Construction: Asphalt and Milling
- Erosion Specialist: Erosion Control, Seeding, Sodding, Landscaping, Tree Replacement
- Stick and Co.: Construction Staking

Item Number: New Business- VIII.-B.
Committee 2/20/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/14/2023
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Award 2023 Street Surface Treatment Contract (5 min)**
Item Type: Agreement

Recommendation:

Approve the 2022 Street maintenance surface treatments with McAnany Construction for UBAS at a cost not to exceed \$344,400

Details:

Bids were received for the above referenced project on Thursday, February 9, 2023. A total of two bids were received. The low bid was submitted by McAnany Construction, Inc. in the amount of \$344,400. The engineers estimate for the project was \$342,134.00. Attached is a completed bid tabulation and list of proposed subcontractors. The contractor proposes to complete approximately 98% of the work with their own forces.

The project scope includes full depth asphalt and base removal with new aggregate base, asphalt base and asphalt surface installation on two street segments (52nd Terr between Buena Vista & Clark Dr and 56th St between Roe Blvd & Granada) along with UBAS surface treatment on the other streets. The full-depth work is necessary on those two street segments, resurfacing them would not be long lived. This approach will restore the life of the street to 20+ years.

A total of \$437k is budget for street maintenance in 2023. The balance of \$94k budgeted will be used to complete base repairs for streets to receive surface treatments next year.

Financial Impact

Amount of Request: \$344,400	
Budgeted Item?	Budgeted Amount: \$437,000
Line Item Code/Description: 5421.300- Street Maintenance	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 UBAS Bid Recommendation	Cover Memo
📎 2023 Surface Treatment Location Map	Cover Memo

February 9, 2023

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

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

Re: 2023 Street Maintenance Project – UBAS and Reconstruct

Dear Ms. Nielsen:

Bids were received for the above referenced project on Thursday, February 9, 2023.

A total of two bids were received. The low bid was submitted by McAnany Construction, Inc. in the amount of \$344,400.00. The engineers estimate for the bid was \$342,134.00. Attached is a completed bid tabulation and list of proposed subcontractors. The contractor proposes to complete approximately 98% of the work with their own forces.

We have worked with McAnany Construction, Inc. on the UBAS Street Maintenance Projects almost every year since 2017 and we have found them to be a qualified contractor. After consultation with City staff we recommend that McAnany Construction, Inc. be awarded the contract.

If you have any questions, or need additional information, please contact me at 636-484-2595.

Sincerely,

LAMP RYNEARSON



GREG VAN PATTEN, P.E.
SENIOR PROJECT ENGINEER

CC: Project File
Email C: Keith Moody, City Administrator
Donnie Scharff, Director of Public Works
Dan Miller, Civil Design Group Leader

COMPLETED BID TAB
2023 UBAS STREET MAINTENANCE PROJECT
ROELAND PARK, KANSAS
February 9, 2023



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

Item No.	Item Description	Unit	Estimated Quantity	ENGINEERS ESTIMATE		MCANANY CONSTRUCTION		SUPERIOR BOWEN	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 15,000.00	\$15,000.00	\$7,921.40	\$7,921.40	\$5,220.00	\$5,220.00
2	Clearing, Grubbing and Demolition	LS	1	\$ 22,000.00	\$22,000.00	\$17,582.10	\$17,582.10	\$38,500.00	\$38,500.00
3	Curb and Gutter (Type B) (Remove and Replace)	LF	133	\$ 65.00	\$8,645.00	\$90.00	\$11,970.00	\$70.00	\$9,310.00
4	Unsuitable Subgrade (Remove and Replace with Aggregate)	TON	150	\$ 50.00	\$7,500.00	\$65.00	\$9,750.00	\$118.00	\$17,700.00
5	Temporary Aggregate	LS	1	\$ 5,000.00	\$5,000.00	\$9,700.00	\$9,700.00	\$3,200.00	\$3,200.00
6	Aggreagate Base (6") (AB-3 OP Modified)	SY	1766	\$ 12.00	\$21,192.00	\$15.00	\$26,490.00	\$13.65	\$24,105.90
7	Asphalt Base (4") Type 5 MOD - 30% FRAP	TON	418	\$ 110.00	\$45,980.00	\$120.00	\$50,160.00	\$105.00	\$43,890.00
8	Asphalt Surface (2") Type 5 MOD - 30% FRAP	TON	215	\$ 120.00	\$25,800.00	\$135.00	\$29,025.00	\$115.00	\$24,725.00
9	Macrotexture	SY	18165	\$ 2.30	\$41,779.50	\$2.20	\$39,963.00	\$2.28	\$41,416.20
10	UBAS, Residential	SY	18165	\$ 7.50	\$136,237.50	\$6.90	\$125,338.50	\$8.75	\$158,943.75
11	Restore Pavement Markings	LS	1	\$ 3,000.00	\$3,000.00	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00
12	Traffic Control	LS	1	\$ 5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
13	Force Account	SET	1	\$ 5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total					\$342,134.00		\$344,400.00		\$381,010.85

Greg VanPatten

From: Ben McAnany <benm@mcananyconstruction.com>
Sent: Thursday, February 9, 2023 12:14 PM
To: Greg VanPatten
Subject: Subs

[EXTERNAL EMAIL]

Greg,

We will plan on Heartland Traffic Services for striping. We will self perform the rest



BEN MCANANY

Vice President

benm@mcananyconstruction.com

m (913) 620-6936

o (913) 631-5440

mcananyconstruction.com

Item Number: New Business- VIII.-C.
Committee 2/20/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/16/2023
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Approve Allocating Funds in Support of Public Works Facility Renovations (10 min)**
Item Type: Other

Recommendation:

Staff recommends transferring excess reserves from the General Fund and allocating uncommitted funds in the Special Infrastructure Fund to support the Public Works facility renovations.

Details:

\$640k of General Fund reserves exist at the conclusion of 2022 due to higher than anticipated revenues and lower than anticipated expenditures. Excess General Fund reserves are used to fund capital projects. Using these resources on the Public Works renovation project is consistent with the city's CIP funding practice. With this transfer the balance in the General Fund will be just above the \$2.8 mm projected at year end 2022.

\$400k of Special Infrastructure reserves are unallocated to capital projects planned for 2023 through 2025. Using these resources on the Public Works renovation project is consistent with the intended use of these resources.

These funds combined with other resources previously committed will total \$4.45 mm for the project.

Financial Impact

Amount of Request: \$640k from General Fund; \$400k in the Special Infrastructure Fund	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description: \$640k in 101-5825 Transfer to Equip and Bldg Fund; \$400k in 300-5442	

Additional Information

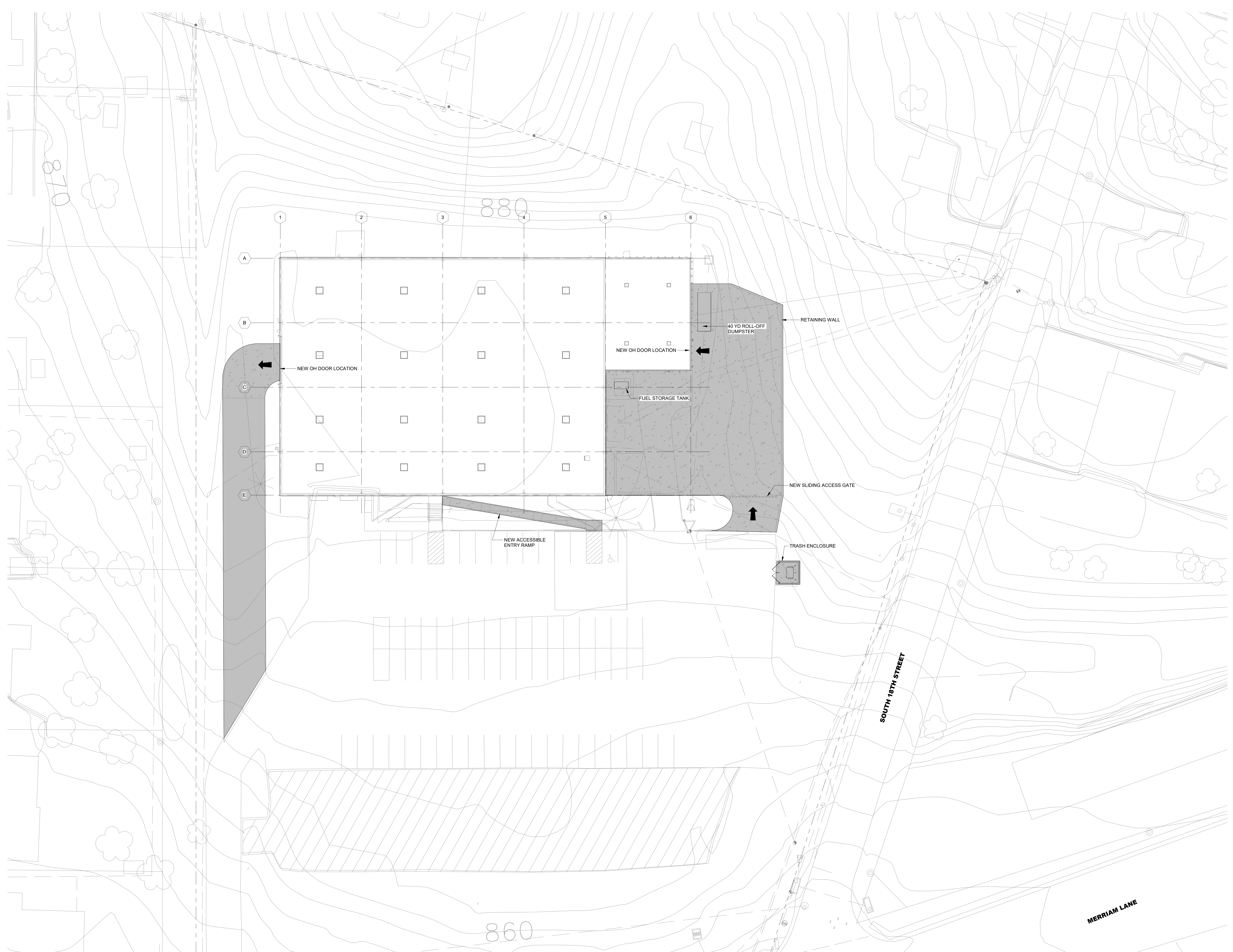
How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Working Budget for Public Works Facility	Cover Memo
📎 SFS Presentation on Facility Renovation Plans	Cover Memo
📎 Initial Cost Estimates for Renovation from Universal 2-20-23	Cover Memo

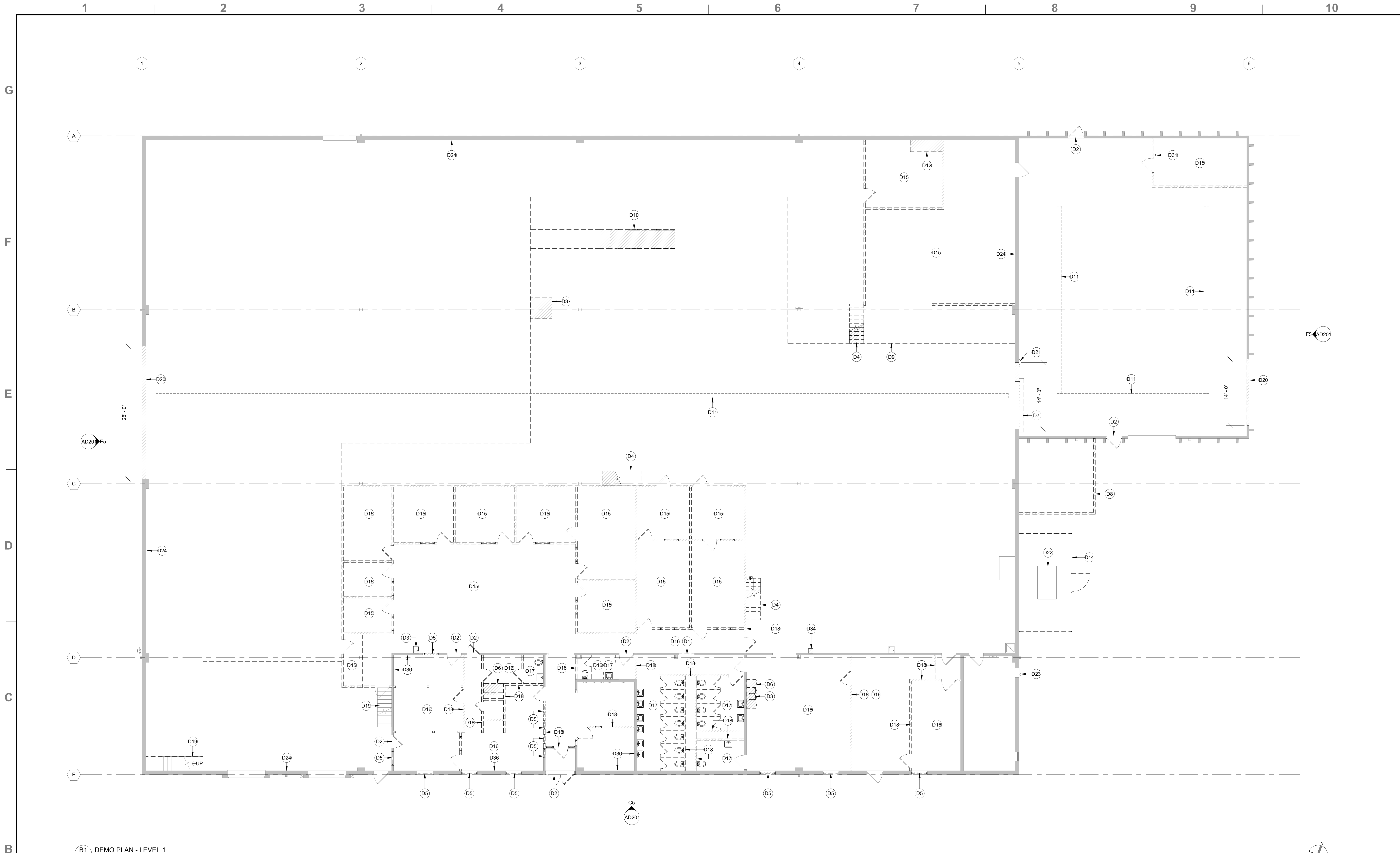
Working Budget for New Public Works Facility			
Last Updated 2/9/23			
Resources:			
Proceeds from Sale of NE RJ Site of \$1.2 mm less funds used to purchase Johnson Drive Properties (\$350k and \$513k)	\$ 337,000		
Proceeds from Sale of the Rocks (\$3.45 mm) less the payment in lieu of parkland dedication of \$377,000	\$ 3,073,000		
Transfer of Excess GF Resources in 2022 to support PW project	\$ 640,000		
ARPA Funds	?		
Special Infrastructure Fund Allocation	\$ 400,000		
Proceeds from Sale of front portion of 1800 Merriam Lane	?		
Proceeds from Sale of Johnson Drive Property	?		
Total Resources	\$ 4,450,000		
Expenses:			
Land Purchase	\$ 1,700,000		
CBRE Realtor Fee of 3% of purchase price	\$ 51,000		
Pre purchase inspection costs	\$ 10,508		
Phase 1 Environmental Costs	\$ 2,000		
Hazardous Material Inspection costs	\$ 6,400		
Larkin Site Survey and Engineering Fees	\$ 71,780		
SFS Architectural Fees	\$ 138,800		
Construction Manager at Risk Fees	\$ 210,000		
Furniture and Appliances	\$ 22,330		
Construction Budget	\$ 2,000,000	Current Estimate	
Total Expenses	\$ 4,212,818		
(Short)/Long	\$ 237,182		



Site Plan

City of Roeland Park - Public Works Building Renovation | 02.20.2023

© 2022 2/9/2023 2:33:14 PM P:\19\022 - Roeland Park On-Call Arch Services\Revit\01 Model\Roeland Park Public Works Facility - Revit\RP Public Works FCK_R22.rvt



B1 DEMO PLAN - LEVEL 1
AD111 1/8" = 1'-0"

LEGEND - KEYNOTES

Key Value	Keynote Text
D1	REMOVE EXISTING WALL CONSTRUCTION.
D2	REMOVE EXISTING DOOR AND FRAME
D3	REMOVE EXISTING PLUMBING FIXTURE. CAP ALL SUPPLY AND WASTE PIPING, TYP. RE: PLUMBING
D4	REMOVE EXISTING WOOD-FRAMED STAIR AND LANDING
D5	REMOVE EXISTING WINDOW
D6	REMOVE EXISTING CASEWORK AND COUNTERTOP
D7	REMOVE EXISTING OH COILING DOOR/TRACK AND PORTIONS OF WALL CONSTRUCTION NEEDED TO ACCOMMODATE NEW DOOR OPENING, RE: STRUCT.
D8	REMOVE EXISTING WOOD-FRAMED ENCLOSURE AND FENCING. REMOVE ELECTRICAL CONDUIT BACK TO EXTERIOR WALL PENETRATION
D9	REMOVE EXISTING MODULAR STEEL MEZZANINE, SUPPORTING COLUMNS AND RAILINGS. REMOVE LIGHTING AND CONDUIT AT UNDERSIDE OF MEZZANINE. REMOVE ELECTRICAL CONDUIT BACK TO ELECTRICAL PANEL
D10	REMOVE EXISTING WOOD-FRAMED RAMP AND RAILINGS
D11	SAW-CUT EXISTING CONCRETE SLAB TO ACCOMMODATE NEW TRENCH DRAIN, RE: PLUMBING
D12	REMOVE EXISTING EXHAUST HOOD AND ASSOCIATED DUCTWORK
D14	REMOVE EXISTING CHAIN LINK FENCE ENCLOSURE

LEGEND - KEYNOTES

Key Value	Keynote Text
D15	REMOVE EXISTING WALL CONSTRUCTION, DOORS, WINDOWS, CASEWORK AND FLOOR COVERINGS. PREP FLOOR FOR NEW FLOOR FINISH WHERE APPLICABLE, RE: FINISH PLAN. REMOVE ELECTRICAL CONDUIT BACK TO ELECTRICAL PANEL
D16	REMOVE EXISTING FLOOR COVERING, TYP. PREP SLAB FOR NEW FLOOR FINISH, RE: FINISH PLAN
D17	REMOVE EXISTING PLUMBING FIXTURES, TOILET PARTITIONS AND RESTROOM ACCESSORIES. CAP ALL SUPPLY AND WASTE PIPING, TYP. PATCH AND REPAIR WALLS SCHEDULED TO REMAIN AND PREP FOR NEW FINISH
D18	REMOVE EXISTING WALL CONSTRUCTION AND ASSOCIATED DOORS AND WINDOWS. REMOVE ELECTRICAL CONDUIT BACK TO ELECTRICAL PANEL
D19	EXISTING WOOD-FRAMED STAIR TO REMAIN
D20	REMOVE EXISTING MASONRY/PRE-CAST WALL CONSTRUCTION, RE: STRUCT
D21	RELOCATE EXISTING ELECTRICAL PANEL/CONDUIT. RE: ELECT
D22	EXISTING TRANSFORMER TO REMAIN
D23	EXISTING FIRE DEPARTMENT CONNECTION TO REMAIN
D24	REMOVE EXISTING EXPOSED POLYSTYRENE INSULATION AT EXTERIOR WALLS, TYP.
D31	RELOCATE EXISTING FIRE EXTINGUISHER
D34	REMOVE EXISTING PAY PHONE
D36	REMOVE EXISTING WOOD WALL PANEL AT LOCATIONS SHOWN TO RECEIVE NEW FINISH, TYP.
D37	REMOVE EXISTING WOOD-FRAMED VERTICAL CONVEYOR/ENCLOSURE

DEMOLITION LEGEND

	EXISTING CONSTRUCTION
	DEMOLISHED CONSTRUCTION
	DEMOLISHED FLOOR/CEILING CONSTRUCTION
	KEYNOTE IDENTIFIER

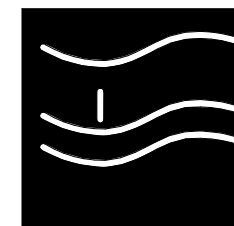
GENERAL NOTES - DEMOLITION

- DIMENSIONS SHOWN ON DRAWINGS ARE TO THE FINISHED FACE OF MATERIAL AND/OR CENTERLINES OF STRUCTURE, UNLESS NOTED OTHERWISE.
- AT LOCATIONS WHERE NEW WORK IS REQUIRED, INCLUDING BUT NOT LIMITED TO PLENUM SPACES, CHASES, WALL CONSTRUCTION, AND CEILING HEIGHTS, CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO PREPARING BIDS.
- CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT ALL ADJACENT WORK NOT INDICATED TO BE DEMOLISHED PRIOR TO COMMENCEMENT OF DEMOLITION. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND REPAIR CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE.
- AT LOCATIONS WHERE PORTIONS OF WALL OR CEILING CONSTRUCTION AND DOORS OR WINDOWS AND THEIR FRAMES ARE SCHEDULED TO BE REMOVED, PATCH AND REPAIR ADJACENT WALL OR CEILING CONSTRUCTION WITH MATCHING FINISH MATERIAL AND CONSTRUCTION, UNLESS NOTED OTHERWISE.
- PATCH HOLES IN FLOOR CONSTRUCTION AND WALLS CREATED BY REMOVAL OF DUCTWORK, CONDUITS AND PIPES, PROVIDE APPROPRIATE PENETRATION FIRESTOPPING TO MAINTAIN REQUIRED FIRE RATING.
- REFER TO MECHANICAL, PLUMBING, AND ELECTRICAL DEMOLITION DRAWINGS FOR ASSOCIATED WORK.
- CONTRACTOR SHALL PROVIDE TEMPORARY SHORING AND BRACING OF PARTIALLY DEMOLISHED CONSTRUCTION AND STRUCTURAL ELEMENTS AS REQUIRED TO MAINTAIN SAFE WORKING CONDITIONS.

City of Roeland Park - Public Works Building Renovation

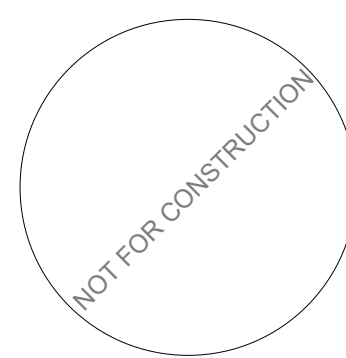
City of Roeland Park

1800 Merriam Lane
Kansas City KS 66106



sfsarchitecture

2100 Central Ex. Suite 31 Kansas City, MO 64108
816.474.1237 P:816.474.1237 F:816.474.1237



SFS PROJECT NO: 191022-11
ISSUED FOR: Design/Development

ISSUE DATE: 02/08/2023

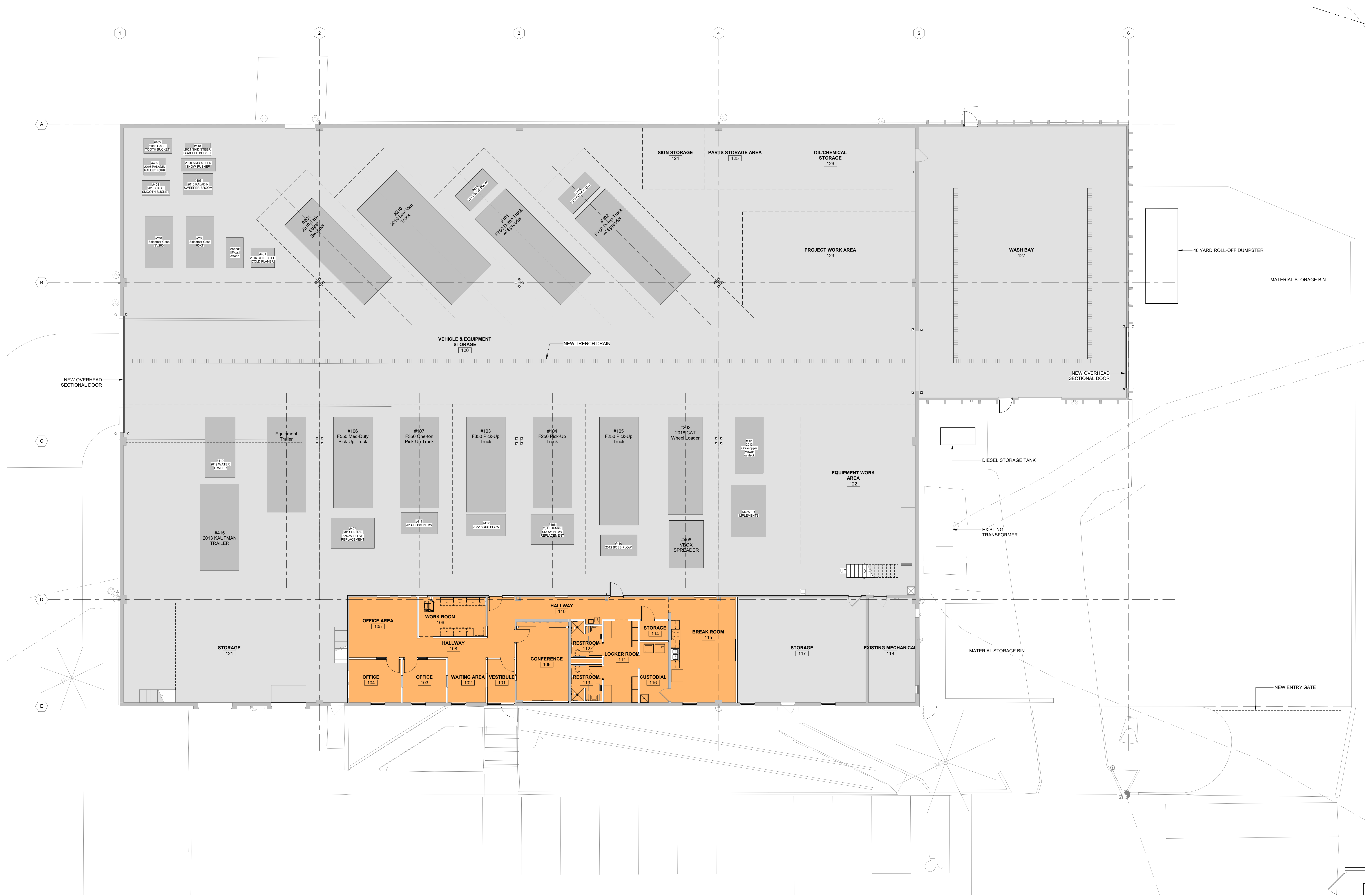
© 2022 SFS ARCHITECTURE

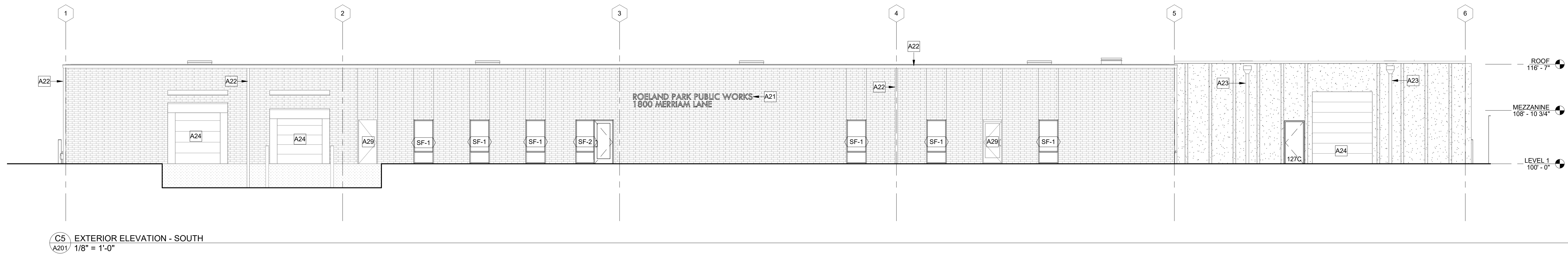
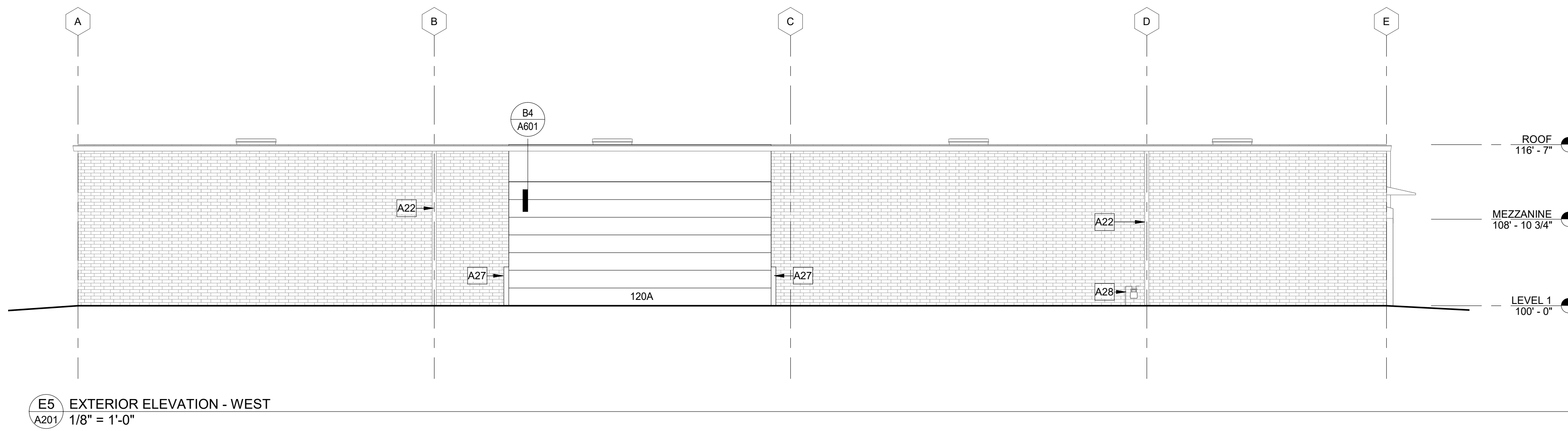
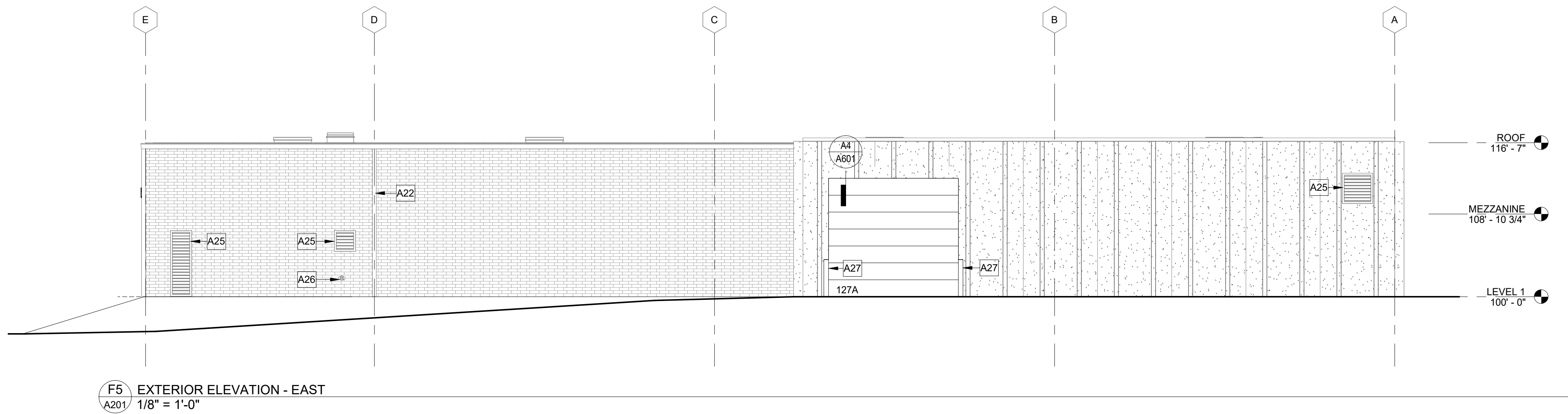
FIRST FLOOR
DEMOLITION
PLAN

AD111

Floor Plan

City of Roeland Park - Public Works Building Renovation | 02.20.2023





LEGEND - KEYNOTES

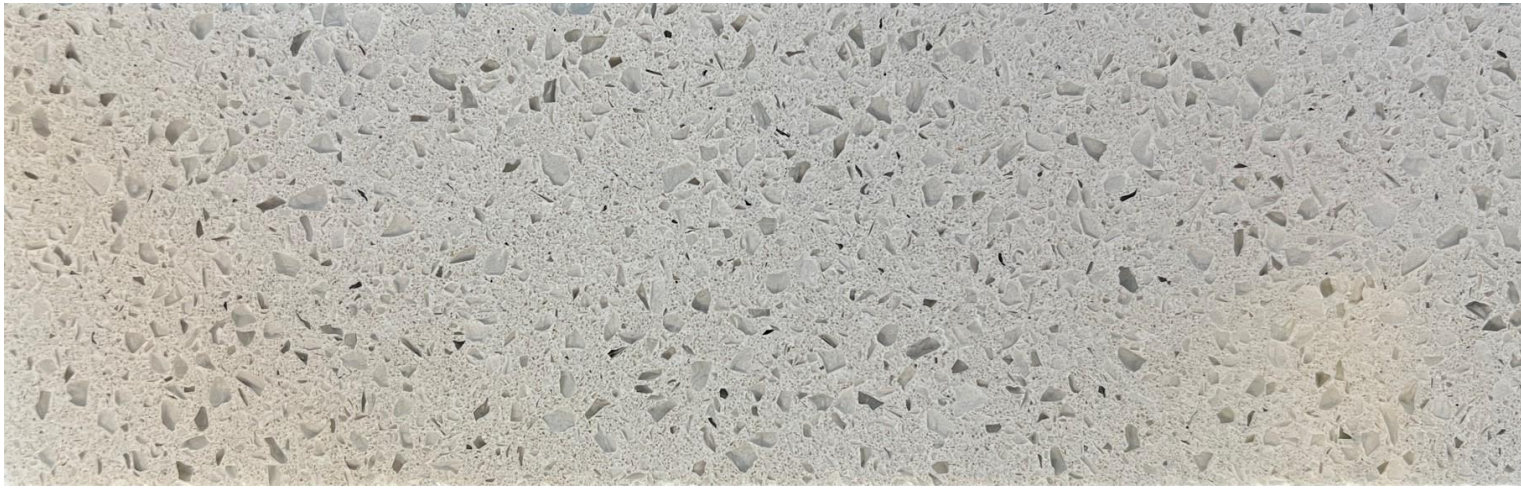
Key Value	Keynote Text
A21	12 INCH ALUMINUM PIN MOUNTED DIMENSIONAL LETTER SIGNAGE. COLOR: TBD, FONT: TBD
A22	EXISTING GUTTER & DOWNSPOUT. SEAL GUTTER SEAMS WHERE LEAKS OCCUR. ADD CONCRETE SPLASH GUARDS WHERE MISSING AT DOWNSPOUTS
A23	EXISTING CONDUCTOR HEAD & DOWNSPOUT
A24	EXISTING OH SECTIONAL DOOR. REPLACE WEATHERSTRIPPING
A25	EXISTING LOUVER
A26	EXISTING FIRE DEPARTMENT CONNECTION
A27	CONCRETE FILLED STEEL BOLLARD. RE: DETAIL XXXX
A28	EXISTING GAS METER
A29	EXISTING DOOR

EXTERIOR MATERIALS LEGEND	
EX-BR	EXISTING BRICK
	ADD ALTERNATE #1 - STAIN EXISTING BRICK. COLOR: SHERWIN WILLIAMS SNOWBOUND SW 7004, FULL OPAQUE COAT WITH PARTIAL ACCENT COAT TO BE DETERMINED. COAT BRICK AND MORTAR JOINTS.
EX-PC	EXISTING PRE-CAST CONCRETE
	ADD ALTERNATE #1 - STAIN EXISTING PRECAST. COLOR: SHERWIN WILLIAMS SNOWBOUND SW 7004, FULL OPAQUE COAT.

- ADD ALTERNATE #1:
- REMOVE PLANT GROWTH FROM EXTERIOR WALLS.
 - RE-POINT MASONRY JOINTS WHERE DETERIORATION HAS OCCURRED.
 - REPLACE JOINT SEALANT AT ALL EXTERIOR CONTROL JOINTS.
 - REPLACE EXISTING GUTTERS AND DOWNSPOUTS.
 - PREP AND STAIN EXISTING BRICK/PRECAST. COLOR: RE: EXTERIOR MATERIAL LEGEND.
 - PREP AND PAINT EXISTING EXTERIOR DOORS/FRAMES, LOUVERS/FRAMES, COPINGS AND TRIM. COLOR: SHERWIN WILLIAMS IRON ORE SW 7069.

EXTERIOR ELEVATION LEGEND

X	WINDOW TYPE
?	ELEVATION KEYNOTE
SPOT ELEVATION	



QUARTZ - BREAK ROOM

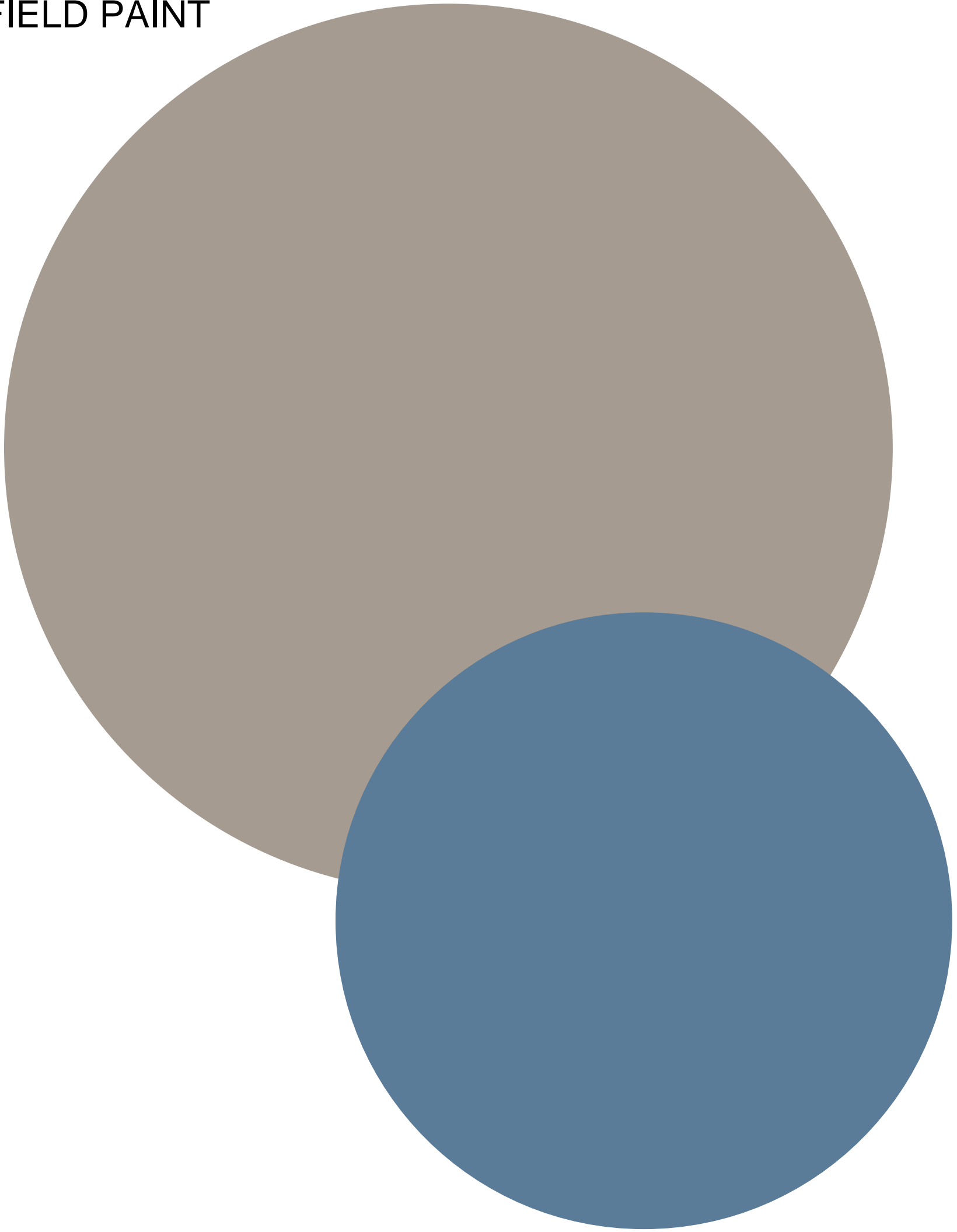


PLASTIC LAMINATE - CASEWORK & LOCKERS



SOLID SURFACE - WORK ROOM

FIELD PAINT



ACCENT PAINT



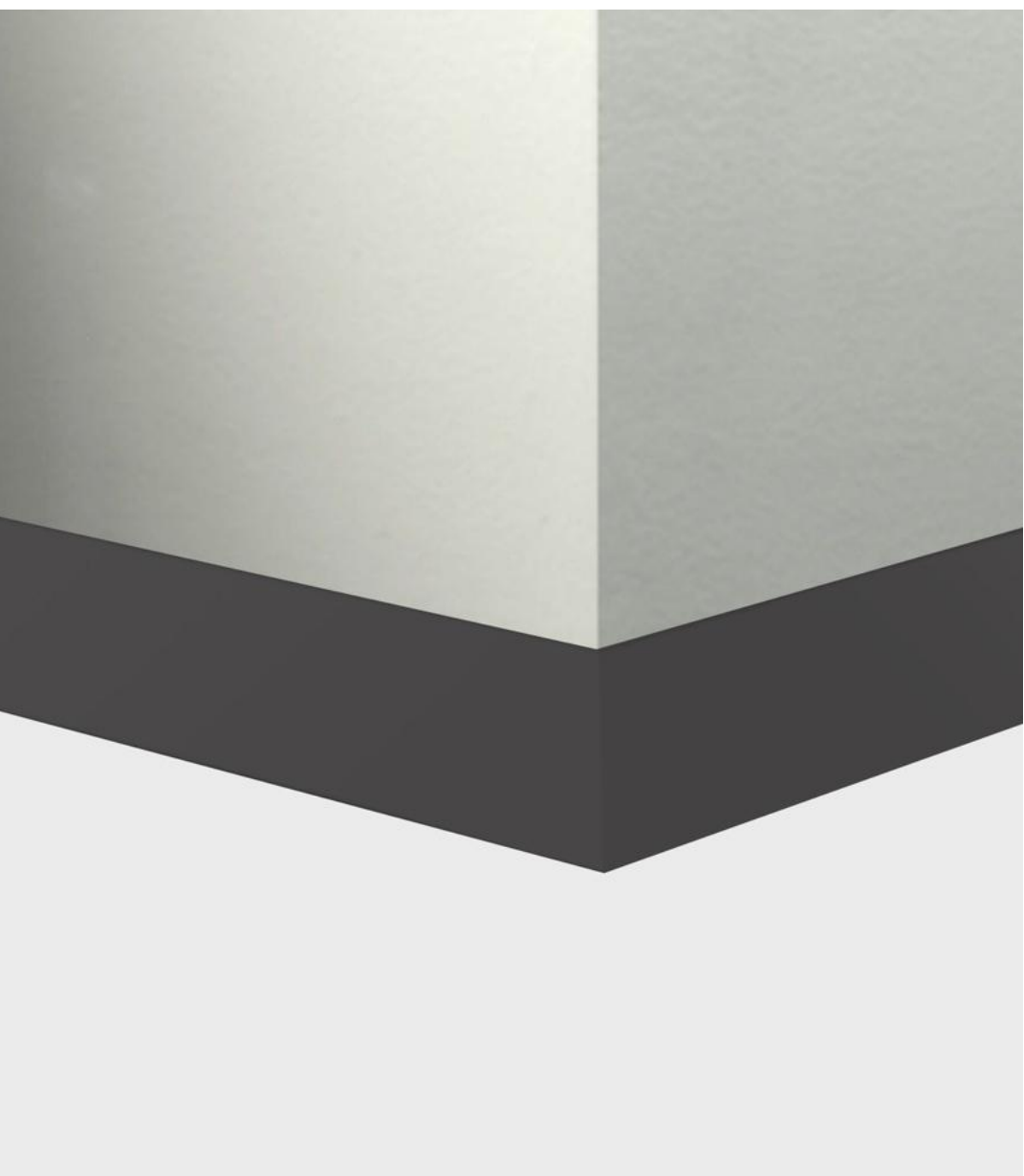
ACOUSTIC PANEL



ACOUSTIC CEILING



EPOXY FLOORING



RUBBER BASE

ROELAND PARK PUBLIC WORKS BUILDING - INTERIOR FINISHES





Public Works Building Renovation
City of Roeland Park, KS.
SFS Architecture
2/20/23

Estimate DD Drawings and Discussions on 2/17/23

Overall Summary	Base Estimate	27,428 SF
Description	Total	\$/SF BLDG
Phase 1 Work (See attached Estimate)	\$2,609,046	\$95.12
Additional Scope or Phase 2 Work (See attached Phasing Matrix)	\$961,500	\$35.06
Recommended Budget if Fencing Along the North or West Side of Site Is Required	\$200,000	\$7.29
Subtotal	\$3,770,546	\$137.47



Public Works Building Renovation
City of Roeland Park, KS.
SFS Architecture
2/20/23

Estimate DD Drawings and Discussions on 2/17/23

Overall Summary Description	Phase 1 Base	
	Estimate Total	27,428 SF \$/SF BLDG
Site	\$583,426	\$21.27
Building	\$1,135,114	\$41.39
Subtotal	\$1,718,540	\$62.66
Estimate/Design Contingency	\$171,854	\$6.27
Escalation to Mid Point of 7/1/2023	\$94,520	\$3.45
Subtotal	\$1,984,913	\$72.37
CM GC/Precon Reduction Contingency	\$8,100	
Bonds	\$16,941	\$0.62
Insurance	\$13,065	\$0.48
Permits	\$20,230	\$0.74
General Conditions	\$130,000	\$4.74
Precon	\$20,000	\$0.73
Fee	\$65,797	\$2.40
TOTAL	\$2,259,046	\$82.36
RTI Roof Replacement Building Addition	\$112,000	\$35.56
Apply compatible coating to existing main building roof per RTI estimate.	\$170,000	\$6.83
Extend Storm Sewer underneath existing pavement per DD Drawings (Includes patching and repairing pavement)	\$68,000	\$2.48
TOTAL	\$2,609,046	\$95.12

1. Estimate is based on DD drawings received 2/8/2023 from SFS Architecture with the following exceptions
2. The MEPFT estimates have numerous assumption regarding quantities for piping, ductwork, and scope of work, etc.
3. Assumed reusing Existing HVAC Equipment
4. Phase 1 Estimate does not include Screening Fence on North or East Side. We have included a fence along the west side retaining wall, as well as a drive gate at the south.
5. Per discussions, Estimate assumes Storm Sewer is to be 24" HDPE and will daylight at start of pavement. See below line scope if full storm sewer per DD Civil is required
6. Roofing Repairs are not included in Base Estimate. See below
7. We have included a Budget of \$44K in this estimate for Removal / reworking existing Electrical in Warehouse Area. DD Drawings show it to remain, but per discussions will be required for Vehicle Heights
8. We have included an estimate to provide a sprinkler system in wash bay area, in lieu of New Fire Rated Door
9. We have removed one door/frame into warehouse space and the door into the admin work area per discussions on 2/17/23



Public Works Building Renovation
City of Roeland Park, KS.
SFS Architecture
2/20/2023

Estimate DD Drawings and Discussions on 2/17/23

Site Summary	Base Estimate	27,428 SF
Description	Total	\$/SF BLDG
General Requirements and Permits	\$27,782	\$1.01
Site Clearing	\$7,680	\$0.28
Site Demolition	\$42,334	\$1.54
Erosion Control and Temp Conditions	\$2,066	\$0.08
Site Grading	\$60,750	\$2.21
Asphalt Paving	\$51,789	\$1.89
Site Concrete	\$121,643	\$4.43
Retaining and Site Walls	\$99,887	\$3.64
Fencing	\$48,238	\$1.76
Pavers and Paths	\$0	\$0.00
Signage and Striping	\$386	\$0.01
Site Specialties	\$40,206	\$1.47
Landscaping and Irrigation	\$27,952	\$1.02
Domestic Water Utilities	\$0	\$0.00
Fire Protection Utilities	\$0	\$0.00
Sanitary Sewer Utilities	\$0	\$0.00
Storm Drainage Systems	\$18,663	\$0.68
Gas Utilities	\$0	\$0.00
Site Electrical	\$34,050	\$1.24
Subtotal	\$583,426	\$21.27
Estimate/Design Contingency	\$58,343	\$2.13
Escalation to Mid Point of 7/1/2023	\$32,088	\$1.17
Subtotal	\$673,857	\$24.57
Bonds	\$5,728	\$0.21
Insurance	\$4,417	\$0.16
Permits	\$6,840	\$0.25
General Conditions	\$43,954	\$1.60
Precon	\$6,762	\$0.25
Fee	\$22,247	\$0.81
TOTAL	\$763,805	\$27.85



Public Works Building Renovation - Estimate DD Drawings and Discussions on 2/17/23

Site Detail

Phase 1 Base Estimate

Description	Unit Cost	Unit	QTY	Total	Notes
Site Clearing					
Remove Tree Large	\$500.00	EA	1	\$500	
Site Clearing Heavy	\$20,000.00	AC	0.29	\$5,800	
Site Clearing Light	\$6,000.00	AC	0.23	\$1,380	
Site Clearing Total				\$7,680	
Site Demolition					
Site Demo Haul Off/Disposal	\$25.00	CY	565	\$14,115	
Demo Sidewalk	\$1.64	SF	154	\$252	
Demo Concrete Stairs	\$3.00	SF	166	\$498	
Demo Curb and Gutter		LF		\$0	
Demo Sawcut Asphalt Paving	\$5.65	LF	280	\$1,582	
Demo Asphalt Paving Heavy Duty		SF		\$0	
Demo Asphalt Paving Light Duty	\$1.22	SF	19,366	\$23,648	
Demo Asphalt Paving Subbase	\$0.35	SF		\$0	
Demo Chain Link Fence		LF		\$0	
Demo Fence	\$2.99	LF	74	\$221	
Demo Exterior Metal Hand Rails	\$5.00	LF	32	\$160	
Demo Curb Inlet		EA		\$0	
Demo Storm Sewer		LF		\$0	
Demo Sanitary Sewer		LF		\$0	
Demo Water Line		LF		\$0	
Demo Dugouts		EA		\$0	
Demo Bollards		EA		\$0	
Demo Existing Building Structure	\$0.75	CF	535	\$401	
Demo Existing Footings and Foundations		LF		\$0	
Misc Site Demo		LS		\$0	
Demo Modular Retaining Walls		SF		\$0	
Demo Rock / Landscape Area	\$1.00	SF	1,457	\$1,457	
Site Demolition Total				\$42,334	
Erosion Control and Temp Conditions					
Temporary 9" Gravel Access Roads and Laydown Areas		SY		\$0	
Temporary Stabelized Fire Protection Road		SY		\$0	
Temporary Erosion Control	\$5,000.00	AC		\$0	
Silt Fence	\$3.80	LF	460	\$1,748	
Sediment Trap		EA		\$0	
Inlet Protection	\$6.35	LF	50	\$318	
Construction Entrance		SF		\$0	
Gravel Check Dams		CY		\$0	
Tree Protection Fencing		LF		\$0	
Permanent Erosion Control Blanket		SY		\$0	
4' High Berm		CY		\$0	
Erosion Control and Temp Conditions Total				\$2,066	
Site Grading					
Rough Grade/Site Cut/Fill Allowance (LS)		LS		\$0	
Rough Grade/Site Cut/Fill Allowance (CY)	\$45,000.00	LS		\$0	
Rough Grade Site +/-1' Cut/Fill	\$0.66	SF	15,040	\$9,878	



Site Detail
Description

	Unit Cost	Unit	QTY	Phase 1 Base Estimate Total	Notes
Site Cut	\$16.27	CY	1,575	\$25,625	
Rock Allowance		LS		\$0	
Site Fill		CY		\$0	
Fill Haul In		CY		\$0	
Fill Haul Off	\$10.00	CY	1,575	\$15,750	
Subgrade, Concrete Paving	\$0.40	SF	11,839	\$4,736	
Subgrade, Sidewalks and Paths	\$0.40	SF	920	\$372	
Subgrade, Asphalt Paving	\$3.64	SY	476	\$1,733	
Backfill Curb and Gutter		LF		\$0	
Lime Stabilization		SY		\$0	
Flyash Stabilization - 12"		SY		\$0	
Strip Site		SF		\$0	
Grade Building		SF		\$0	
Finish Grade Site	\$0.45	SY	5,904	\$2,657	
Site Grading Total				\$60,750	

Asphalt Paving

Asphalt Pavement Heavy Duty	\$49.00	SY	476	\$23,324	
Asphalt Paving Light		SY		\$0	
Asphalt Paving Patchwork	\$60.00	SY	230	\$13,800	
Asphalt Paving Gravel Base	\$13.69	SY	706	\$9,665	
2" Thick Asphalt Sidewalk		SY		\$0	
4" thick Gravel Base Asphalt Sidewalk		SF		\$0	
Tennis Court Pavement		SY		\$0	
Track Asphalt Pavement		SY		\$0	
Mill & Overlay Existing Asphalt"		SY		\$0	
Asphalt Patching and Repairs Allowance	\$5,000.00	LS	1	\$5,000	
Seal Coat		SY		\$0	
Wheel Stops		EA		\$0	
Asphalt Paving Total				\$51,789	

Site Concrete

4" Sidewalk	\$6.25	SF	148	\$925	
Concrete Ramp	\$7.25	SF	560	\$4,060	
4" Thick Sand Bed	\$1.25	SF	708	\$885	
Concrete Stairs on Grade	\$26.00	SF	212	\$5,512	
Concrete Apron		SF		\$0	
Concrete Paving 8"	\$8.00	SF	11,839	\$94,712	
Concrete Paving 6"		SF		\$0	
Concrete Paving Gravel Base 6"	\$1.25	SY	11,839	\$14,799	
Concrete Pads		SF		\$0	
Curb & Gutter - Parking	\$25.00	LF	30	\$750	
Curb & Gutter - Patching Allowance		LS		\$0	
Mowing Strip		LF		\$0	
Concrete Light Pole Base		EA		\$0	
Handicapped Detectable Surface		SF		\$0	
Concrete Footing for Monument Sign		CY		\$0	
Site Concrete Total				\$121,643	

Retaining and Site Walls

Concrete Retaining Wall Footing	\$550.00	CY	33	\$18,333 2' x 3' Footing	
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**Site Detail****Description****Unit Cost****Unit****QTY****Phase 1 Base Estimate****Total****Notes**

Concrete Retaining Wall	\$70.00	SF	995	\$69,650	6-1/2' High Average
Segmental Retaining Wall at Front Sidewalk	\$32.00	SF	372	\$11,904	2-1/2' High

Retaining and Site Walls Total

\$99,887

Fencing

Fencing at Laydown Yard Wall	\$100.00	LF	213	\$21,300	Industrial Inset in Conc Wall
Fencing at Laydown Yard Front	\$100.00	LF	80	\$8,000	Decorative Style
Double Swinging Entry Gate 20'w		EA		\$0	
Personnel Gate 4'W	\$775.00	EA	1	\$775	
5' Ornamental Metal Fencing		LF		\$0	
4' Ornamental Fence on Retaining wall		LF		\$0	
Outdoor Classroom Screen Wall/Fence		SF		\$0	
Outdoor Classroom Gates		EA		\$0	
Drive Gate	\$12,000.00	EA	1	\$12,000	
Drive Gate Automatic Operator	\$6,163.00	EA	1	\$6,163	
Add for Industrial Vinyl Vertical Slats	\$3.36	SF		\$0	
Fencing at N and W Side of Building	\$100.00	LF		\$0	
Masonry at Fencing at N and W Side of Building	\$30.00	SF		\$0	
Footings at Fencing at N and W Side of Building	\$650.00	CY		\$0	

Fencing Total

\$48,238

Pavers and Paths

Brick Pavers		SF		\$0	
Concrete Base @ Brick Pavers		SF		\$0	
Pavers at Roof Deck		SF		\$0	
4" Gravel Pathway		SF		\$0	

Pavers and Paths Total

\$0

Signage and Striping


Parking Striping	\$22.00	EA	13	\$286	
ADA Striping	\$100.00	EA	1	\$100	
Pavement Markings		LF		\$0	
Monument Sign Allowance		LS		\$0	
Parking Signs Post Mounted		EA		\$0	
Walking Path Sign Allowance		EA		\$0	

Signage and Striping Total

\$386

Site Specialties

25' High Flagpole and Base		EA		\$0	
Scoreboard		EA		\$0	
Football Goal Post, Single Post		PR		\$0	
Soccer Goal		PR		\$0	
Playground Equipment Allowance		LS		\$0	
Flexible Playground Surfacing		SF		\$0	
Benches		EA		\$0	
Outdoor Classroom Surfacing		SF		\$0	
Play Area Surfacing		SF		\$0	
Synthetic Field Turf		SF		\$0	
Resilient Surface Track		SF		\$0	

 Site Detail Description	Unit Cost	Unit	QTY	Phase 1 Base Estimate	
				Total	Notes
Resilient Surface Track - Markings		LS		\$0	
Sport-Specific Athletic Equipment		LS		\$0	
Trash Enclosure Footing - Earth Formed 2'x 3'	\$550.00	CY	8	\$4,400	2'x3'
Trash Enclosure Concrete Pad 6"	\$7.00	SF	140	\$980	
Trash Enclosure Walls - Masonry 6' High	\$28.00	SF	220	\$6,160	
Trash Enclosure Gate	\$60.00	SF	72	\$4,320	
					Assumed Not
					Footing Ties to
Storage Bin Walls - Masonry 6' High	\$28.00	SF	382	\$10,696	Pavement
Metal Hand Rails	\$85.00	LF	130	\$11,050	2 Rail Galvanized
Miscellaneous Site Specialties		LS		\$0	
Removable Bollards		EA		\$0	
Exterior Bleachers		EA		\$0	
Relocate Bleachers and Shed		LS		\$0	
Exterior Concrete Filled Steel Bollards	\$650.00	EA	4	\$2,600	
Site Specialties Total				\$40,206	
Landscaping and Irrigation					
Shade Tree		EA		\$0	
Ornamental Tree		EA		\$0	
Evergreen Tree		EA		\$0	
Evergreen Shrub		EA		\$0	
Deciduous Shrub		EA		\$0	
Tree / Shrub Allowance		EA		\$0	
Landscape Beds		SF		\$0	
Groundcover		EA		\$0	
Sod		SY		\$0	
Seed	\$4.51	SY	3,200	\$14,432	
Irrigation		SF		\$0	
Landscape Allowance Front Entrance	\$5.00	SF	2,704	\$13,520	
Landscape Allowance	\$30,000.00	LS		\$0	
Landscaping and Irrigation Total				\$27,952	
Domestic Water Utilities					
2" Ø Water Line		LF		\$0	
3" Ø Water Line		LF		\$0	
4" Ø Water Line		LF		\$0	
6" Ø Water Line		LF		\$0	
8" Ø Water Line		LF		\$0	
Water Meter, Backflow Preventer Vault		EA		\$0	
Water Line Connect to Existing		EA		\$0	
Water Line Excavation and Backfill		CY		\$0	
Water Line Bedding		LF		\$0	
Domestic Water Utilities Total				\$0	
Fire Protection Utilities					
6" Ø Fire Line		LF		\$0	
8" Ø Fire Line		LF		\$0	
Fire Hydrant		EA		\$0	
Fire Line Excavation and Backfill		CY		\$0	
Fire Line Bedding		LF		\$0	



Site Detail
Description

Description	Unit Cost	Unit	QTY	Phase 1 Base Estimate	
				Total	Notes
Fire Line Connect to Existing		EA		\$0	
Fire Protection Utilities Total				\$0	
Sanitary Sewer Utilities					
6" Ø Sanitary Sewer		LF		\$0	
8" Ø Sanitary Sewer		LF		\$0	
10" Ø Sanitary Sewer		LF		\$0	
12" Ø Sanitary Sewer		LF		\$0	
Sanitary Sewer Manhole		EA		\$0	
Sanitary Sewer Cleanout		EA		\$0	
Sanitary Sewer Excavation and Backfill		CY		\$0	
Sanitary Sewer Bedding		LF		\$0	
Sanitary Sewer Connect to Existing		EA		\$0	
Sanitary Sewer Utilities Total				\$0	
Storm Drainage Systems					
4" Ø Storm Sewer Pipe		LF		\$0	
6" Ø Storm Sewer Pipe		LF		\$0	
8" Ø Storm Sewer Pipe		LF		\$0	
10" Ø Storm Sewer Pipe		LF		\$0	
12" Ø Storm Sewer Pipe		LF		\$0	
15" Ø Storm Sewer Pipe		LF		\$0	
18" Ø Storm Sewer Pipe	\$32.00	LF	0	\$0	
24" Ø Storm Sewer Pipe	\$60.00	LF	148	\$8,880	HDPE
30" Ø Storm Sewer Pipe		LF		\$0	
36" Ø Storm Sewer Pipe		LF		\$0	
42" Ø Storm Sewer Pipe		LF		\$0	
48" Ø Storm Sewer Pipe		LF		\$0	
54" Ø Storm Sewer Pipe		LF		\$0	
60" Ø Storm Sewer Pipe		LF		\$0	
72" Ø Storm Sewer Pipe		LF		\$0	
Storm Sewer 8" Ø End Section		EA		\$0	
Storm Sewer 10" Ø End Section		EA		\$0	
Storm Sewer 12" Ø End Section		EA		\$0	
Storm Sewer 15" Ø End Section		EA		\$0	
Storm Sewer 18" Ø End Section		EA		\$0	
Storm Sewer 24" Ø End Section		EA		\$0	
Storm Sewer 30" Ø End Section		EA		\$0	
Storm Sewer 36" Ø End Section		EA		\$0	
Storm Sewer 42" Ø End Section		EA		\$0	
Storm Sewer 48" Ø End Section		EA		\$0	
Storm Sewer 54" Ø End Section		EA		\$0	
Storm Sewer 60" Ø End Section		EA		\$0	
Storm Sewer 72" Ø End Section		EA		\$0	
Storm Sewer CIP Box Culvert - 6'x6'		LF		\$0	
Storm Sewer CIP Box Culvert - 8'x8'		LF		\$0	
Storm Sewer CIP Box Culvert - 12'x12'		LF		\$0	
Storm Sewer Precast Box Culvert - 6'x3'		LF		\$0	
Storm Sewer Precast Box Culvert - 6'x7'		LF		\$0	
Storm Sewer Precast Box Culvert - 8'x3'		LF		\$0	
Storm Sewer Precast Box Culvert - 8'x8'		LF		\$0	
Storm Sewer Precast Box Culvert - 10'x3'		LF		\$0	

**Site Detail****Description****Unit Cost****Unit****QTY****Phase 1 Base Estimate****Total****Notes**

Storm Sewer Precast Box Culvert - 10'x8'		LF		\$0	
Storm Sewer Precast Box Culvert - 12'x3'		LF		\$0	
Storm Sewer Precast Box Culvert - 12'x8'		LF		\$0	
Storm Sewer Sloped or Skewed End	\$2,500.00	EA	1	\$2,500	
Storm Sewer Plant Setup Charge		EA		\$0	
Storm Sewer Grate Inlets	\$2,700.00	EA	1	\$2,700	
Storm Sewer Storm Sewer Allowance		AC		\$0	
Storm Sewer Underground Storm Water Detention		CF		\$0	
Storm Sewer Erosion and Sedimentation Control		LS		\$0	
Storm Sewer Excavation and Backfill	\$12.50	CY	132	\$1,644	
Storm Sewer Bedding	\$2.96	LF	148	\$438	
4' Diameter Manhole	\$5,000.00	EA		\$0	
Storm Sewer Connect to Existing	\$2,500.00	EA	1	\$2,500	
Storm Drainage Systems Total				\$18,663	

Gas Utilities

1" Ø Gas Line		LF		\$0	
1½" Ø Gas Line		LF		\$0	
2" Ø Gas Line		LF		\$0	
3" Ø Gas Line		LF		\$0	
Gas Line Connect to Existing		EA		\$0	
Gas Line Excavation and Backfill		CY		\$0	
Gas Line Bedding		LF		\$0	
Gas Utilities Total				\$0	

Site Electrical

Electrical Service		LF		\$0	
Demo and Rework Electrical Service	\$150.00	LF	227	\$34,050	
Light Pole/Fixture		EA		\$0	
Lighted Bollard		EA		\$0	
Telephone & Power Conduits, 4"Ø		LF		\$0	
Electrical Excavation and Backfill		CY		\$0	
Electrical Bedding		LF		\$0	
Metal Halide Perimeter Lighting		EA		\$0	
Power Manhole		EA		\$0	
CATV Handhole		EA		\$0	
Telecommunications Handhole		EA		\$0	
750 KVA Xfrmr		EA		\$0	
Site Electrical Total				\$34,050	



Public Works Building Renovation
City of Roeland Park, KS.
SFS Architecture
2/20/2023

Estimate DD Drawings and Discussions on 2/17/23

Building Summary		Base Estimate	27,428 SF
Description	Total	\$/\$F	
General Requirements and Permits	\$54,053	\$1.97	
Selective Demolition	\$96,352	\$3.51	
Structural Excavation	\$0	\$0.00	
Building Concrete	\$24,634	\$0.90	
Masonry	\$0	\$0.00	
Structural Steel	\$18,600	\$0.68	
Rough Carpentry	\$16,076	\$0.59	
Roofing, Sheet Metal, Wall Panels, and Siding	\$500	\$0.02	
Caulking and Waterproofing	\$4,977	\$0.18	
Doors, Frames, and Hardware	\$76,901	\$2.80	
Glass and Glazing	\$61,093	\$2.23	
Framing and Drywall	\$32,944	\$1.20	
Ceramic Tile	\$0	\$0.00	
Acoustical Treatment	\$18,162	\$0.66	
Flooring	\$28,378	\$1.03	
Painting and Wall Covering	\$17,686	\$0.64	
Specialties	\$16,608	\$0.61	
Equipment and Furnishings	\$39,095	\$1.43	
Special Construction	\$0	\$0.00	
Conveying Systems	\$0	\$0.00	
Fire Protection	\$39,000	\$1.42	
Plumbing	\$182,217	\$6.64	
HVAC	\$115,286	\$4.20	
Electrical	\$292,554	\$10.67	
Subtotal	\$1,135,114	\$41.39	
Estimate/Design Contingency	\$113,511	\$4.14	
Escalation to Mid Point of 7/1/2023	\$62,431	\$2.28	
Subtotal	\$1,311,056	\$47.80	
CM GC/Precon Reduction Contingency	\$8,100		
Bonds	\$11,213	\$0.41	
Insurance	\$8,647	\$0.32	
Permits	\$13,390	\$0.49	
General Conditions	\$86,046	\$3.14	
Precon	\$13,238	\$0.48	
Fee	\$43,551	\$1.59	
TOTAL	\$1,495,241	\$54.52	



Public Works Building Renovation - Estimate DD Drawings and Discussions or Building Detail

Base Estimate

<i>Description</i>	<i>Unit Price</i>	<i>Unit</i>	<i>QTY</i>	<i>Total</i>	<i>Notes</i>
Selective Demolition					
40 CY Dumpster	\$20.00	CY	470	\$9,395	
Haul To Dumpster	\$10.00	CY	470	\$4,697	
Demo Exterior Wall Insulation	\$0.50	SF	7,637	\$3,819	
Demo Gyp Partitions	\$2.50	SF	10,000	\$25,000	
Demo Interior Storefront	\$5.00	SF	66	\$330	
Demo Acoustical Ceiling	\$0.40	SF	6,150	\$2,460	
Demo Flooring	\$0.75	SF	5,703	\$4,277	
Demo Sawcut SOG	\$3.25	LF	749	\$2,434	
Demo SOG	\$3.50	SF	793	\$2,776	
Demo Door/Frame/Hardware with Wall Demo	\$25.00	EA	40	\$1,000	
Demo Overhead Doors	\$471.98	EA	1	\$472	
Demo Window	\$75.00	EA	10	\$750	
Demo Casework	\$15.00	LF	11	\$158	
Demo Countertops	\$10.00	LF	11	\$105	
Demo Toilet Partition	\$50.00	EA	12	\$600	
Demo FE Cabinet	\$50.00	EA	1	\$50	
Demo Opening in Precast Wall	\$7.50	SF	440	\$3,300	
Demo Wood Framing and Components	\$1.50	SF	192	\$288	
Demo Transparent Strips	\$35.00	EA	2	\$70	
Demo HVAC	\$1.25	SF	7,070	\$8,838	
Demo HVAC Hood and Duct	\$400.00	EA	1	\$400	
Demo Electrical	\$1.25	SF	7,070	\$8,838	
Relocate Electrical Panel	\$2,500.00	LS	1	\$2,500	
Demo Wall Lavatory	\$87.12	EA	10	\$871	
Disconnect Countertop Sink	\$50.00	EA	1	\$50	
Demo Water Cooler	\$108.39	EA	1	\$108	
Demo Water Closet	\$108.39	EA	13	\$1,409	
Demo Mezzanine/Floor/Ceiling Construction	\$1.00	SF	10,950	\$10,950	
Demo Painted Signage	\$1.00	SF	408	\$408	
Selective Demolition Total				\$96,352	
Building Concrete					
Patch SOG at Plumbing Demo	\$22.00	SF	792	\$17,424	
Polished Concrete Flooring	\$3.50	SF	2,060	\$7,210	
Building Concrete Total				\$24,634	
Masonry					
Tuck Point Exterior Brick Allowance	\$15.00	SF		\$0	
Masonry Total				\$0	
Structural Steel					
Steel Support at Precast Openings	\$150.00	LF	124	\$18,600	
Structural Steel Total				\$18,600	
Rough Carpentry					
2x4 Wood Stud Walls 12'	\$2.67	SF	2,540	\$6,773	
2x4 Wood Framed Hard Lid	\$4.00	SF	200	\$800	
Miscellaneous Interior Blocking	\$0.75	SF	7,070	\$5,303	
Opening Blocking	\$5.00	BM	372	\$1,860	
Casework Blocking	\$5.00	BM	108	\$540	



Public Works Building Renovation - Estimate DD Drawings and Discussions or Building Detail

Base Estimate

<i>Description</i>	<i>Unit Price</i>	<i>Unit</i>	<i>QTY</i>	<i>Total</i>	<i>Notes</i>
Specialty Backing	\$5.00	SF	160	\$800	
Rough Carpentry Total				\$16,076	
Roofing, Sheet Metal, Wall Panels, and Siding					
Gutter Repairs	\$500.00	LS	1	\$500	
Roofing, Sheet Metal, Wall Panels, and Siding Total				\$500	
Caulking and Waterproofing					
Door Frame Caulking	\$2.95	LF	350	\$1,033	
Caulk Windows and Aluminum	\$4.00	LF	637	\$2,548	
Caulk Casework	\$2.68	LF	90	\$241	
Miscellaneous Interior	\$0.15	SF	7,700	\$1,155	
Caulk Exterior Face Brick	\$5.00	LF		\$0	
Caulking and Waterproofing Total				\$4,977	
Doors, Frames, and Hardware					
Wood Door	\$500.00	EA	6	\$3,000	
Add Full Lite for Wood Door	\$1,000.00	EA	1	\$1,000	
Add Half Lite for Wood Door	\$500.00	EA	3	\$1,500	
HM Door	\$850.00	EA	4	\$3,400	
HM Frame 3x7	\$503.00	EA	9	\$4,527	
HM Frame 3x7 with Side Lite	\$900.00	EA	2	\$1,800	
HM Interior Window Frame	\$533.00	SF	27	\$14,242	W1 (Assume 3-4 x 4)
Coiling Service Door - 14' x 12'-9"	\$12,000.00	EA	1	\$12,000	
Coiling Service Door - 28' x 12'-9"	\$22,000.00	EA	1	\$22,000	
Door Hardware Allowance	\$1,000.00	EA	13	\$13,000	
Remove and Replace Weatherstrip/Seals on existing	\$6.00	LF	72	\$432	
Doors, Frames, and Hardware Total				\$76,901	
Glass and Glazing					
Aluminum Storefront	\$120.00	SF	196	\$23,535	SF-1
Interior Storefront	\$90.00	SF	49	\$4,413	SF-3
Aluminum Entrance Door - Double with Hardware	\$6,700.00	EA	2	\$13,400	
Glaze Interior 1/4" Tempered	\$32.00	SF	617	\$19,745	
Glass and Glazing Total				\$61,093	
Framing and Drywall					
5/8" GB - Level 4 Finish	\$2.67	SF	4,708	\$12,570	
Gyp Board Ceiling	\$9.35	SF	200	\$1,869	
Batt Insulation Above Ceilings	\$3.00	SF	2,223	\$6,669	
Stud Wall Insulation	\$2.04	SF	3,081	\$6,285	
Gyp Repairs to Ceiling	\$5.00	LF	285	\$1,425	
Miscellaneous Gyp Construction	\$1.25	SF	3,300	\$4,125	
Framing and Drywall Total				\$32,944	
Acoustical Treatment					
2x4 ACT	\$8.14	SF	1,964	\$15,987	
Acoustical Hanging Panels on Roller Track	\$25.00	SF	87	\$2,175	
Acoustical Treatment Total				\$18,162	
Flooring					
4" Resilient Cove Base	\$3.15	LF	625	\$1,969	
Intergal Resinous Base	\$17.00	LF	56	\$952	



Public Works Building Renovation - Estimate DD Drawings and Discussions or Building Detail

Base Estimate

<i>Description</i>	<i>Unit Price</i>	<i>Unit</i>	<i>QTY</i>	<i>Total</i>	<i>Notes</i>
Fluid Applied Resinous Flooring	\$25.00	SF	130	\$3,250	
Sealed Concrete Floor	\$1.05	SF	21,150	\$22,208	
Flooring Total				\$28,378	
Painting and Wall Covering					
Paint Walls - Latex	\$1.25	SF	5,945	\$7,431	
Paint Existing Walls	\$1.00	SF	3,392	\$3,392	
Gyp Board Ceiling - Epoxy Paint	\$1.69	SF	200	\$338	
Paint HM Frames	\$75.00	EA	11	\$825	
Paint HM Doors	\$150.00	EA	4	\$600	
Stain Exterior Brick	\$1.75	SF		\$0	
Stain Exterior Precast	\$1.75	SF		\$0	
Wash and Clean Brick and Precast	\$1.00	SF		\$0	
Prep and Paint Exterior Metal Frames/Louvers/Gutters	\$10,000	LS		\$0	
Paint Interior Floor Stripping	\$1.50	LF	1,200	\$1,800	
Miscellaneous Painting	\$1.00	SF	3,300	\$3,300	
Painting and Wall Covering Total				\$17,686	
Specialties					
Door Signs	\$100.00	EA	14	\$1,400	
12" Aluminum Letters	\$175.00	EA	40	\$7,000	
Fire Extinguisher & Cabinet	\$550.00	EA	5	\$2,750	
Metal Lockers - Single Tier 18"x18"x72"	\$532.29	EA	8	\$4,258	
Locker Bench	\$150.00	LF	8	\$1,200	
Specialties Total				\$16,608	
Equipment and Furnishings					
Bolt Down Bollards	\$350.00	EA	28	\$9,800	
Office/Kitchen Base Cabinet	\$400.00	LF	27	\$10,800	
Office/Kitchen Wall Cabinet	\$500.00	LF	27	\$13,500	
Solid Surface Top	\$185.00	LF	27	\$4,995	
Equipment and Furnishings Total				\$39,095	
Fire Protection					
New Fire Sprinklers	\$6.00	SF	3300	\$19,800	Extend to Wash Bay
Rework Fire Sprinklers	\$3.00	SF	6,400	\$19,200	Rework Admin Area and existing admin demo area
Fire Protection Total				\$39,000	
Plumbing					
Plumbing Fixtures					
ADA Water Closet System/Rough-In	\$4,578.00	EA	2	\$9,156	
Wall Hung Lavatory System/Rough-In	\$4,628.72	EA	2	\$9,257	
Countertop Sink, System/Rough-In	\$3,782.32	EA	1	\$3,782	
Washing Machine Box/Rough-In	\$1,500.00	EA	1	\$1,500	
Shower Stall System/Rough-In	\$5,000.00	EA	2	\$10,000	
Mop Basin System/Rough-In	\$4,839.84	EA	1	\$4,840	
Trench Drain	\$250.00	LF	290	\$72,500	
Floor Drain	\$3,500.00	EA	4	\$14,000	
Drinking Fountains	\$3,762.00	EA	1	\$3,762	



Public Works Building Renovation - Estimate DD Drawings and Discussions or Building Detail

Base Estimate

<i>Description</i>	<i>Unit Price</i>	<i>Unit</i>	<i>QTY</i>	<i>Total</i>	<i>Notes</i>
Drinking Fountains with Bottle Station	\$3,902.00	EA	1	\$3,902	
Wall Cleanout	\$675.00	EA	3	\$2,025	
Oil Interceptor	\$12,000.00	EA	1	\$12,000	4" 35GPM Interceptor
Ice Machine Rough-In/Hookup	\$2,500.00	EA	1	\$2,500	
Washbay Hose Connections	\$2,500.00	EA	2	\$5,000	
Plumbing CW and HW Piping					
2" Plumbing CW and HW Piping	\$50.25	LF	120	\$6,030	Copper
3/4" Plumbing CW and HW Piping	\$30.48	LF	195	\$5,943	Copper
Connect to Existing Plumbing CW and HW Piping	\$500.00	EA	3	\$1,500	
DWV Piping					
4" DWV Piping	\$48.51	LF	100	\$4,851	Cast Iron
2" DWV Piping	\$37.37	LF	109	\$4,073	Cast Iron
Excavation and Backfill for Underslab Rough	\$11.00	LF	145	\$1,595	
Connect to Existing DWV Piping	\$500.00	EA	3	\$1,500	
Plumbing Allowances					
Scoping Existing Plumbing Line	\$2,500.00	LS	1	\$2,500	
Plumbing Total				\$182,217	

HVAC

HVAC Allowances

HVAC Equipment Distribution

Exhaust Fan - #1 - Restrooms/Locker Room	\$750.00	EA	1	\$750	Shared Fan
Exhaust Fan - #2 - Warehouse	\$5,000.00	EA	2	\$10,000	
Exhaust Fan - #3 - Range Hood	\$1,200.00	EA	1	\$1,200	
High Velocity Fan	\$10,000.00	EA	3	\$30,000	
Ductwork	\$10.84	LBS	2,947	\$31,944	
Ductwork Insulation	\$11.17	SF	1,942	\$21,693	Returns
FlexDuct	\$12.99	LF	80	\$1,039	
Supply Registers	\$375.00	EA	11	\$4,125	
Return Grilles	\$325.00	EA	10	\$3,250	
Exhaust Grilles	\$250.00	EA	3	\$750	

HVAC Controls and Startup

Controls Allowance	\$5,000.00	AL	1	\$5,000	T-Stats
Dampers	\$185.00	EA	11	\$2,035	
Clean Existing Ductwork and Units	\$3,500.00	AL	1	\$3,500	

HVAC Total

\$115,286

Electrical

Electrical Allowances

Fire Alarm System Allowance	\$1.50	SF	27,428	\$41,142	
Rework Electrical in Warehouse	\$2.00	SF	22,000	\$44,000	

Lighting

2x2 Recessed LED	\$255.00	EA	12	\$3,060	
2x4 Recessed LED	\$350.00	EA	16	\$5,600	
10' Linear Conference Room Fixture	\$800.00	EA	1	\$800	
Recessed 1-Lamp Can Light @ Conference	\$509.00	EA	11	\$5,599	
Exterior Wall Lighting	\$550.00	EA	16	\$8,800	
Exit Sign	\$250.00	EA	5	\$1,250	
Emergency Egress	\$500.00	EA	9	\$4,500	
\$ switch	\$150.00	EA	1	\$150	



Public Works Building Renovation - Estimate DD Drawings and Discussions or Building Detail

Base Estimate

<i>Description</i>	<i>Unit Price</i>	<i>Unit</i>	<i>QTY</i>	<i>Total</i>	<i>Notes</i>
\$3	\$160.00	EA	4	\$640	
\$4	\$160.00	EA	2	\$320	
\$d	\$250.00	EA	2	\$500	
\$L1	\$250.00	EA	5	\$1,250	
\$LD	\$250.00	EA	2	\$500	
\$ms	\$250.00	EA	8	\$2,000	
\$MD2	\$500.00	EA	1	\$500	
\$RCD2	\$500.00	EA	1	\$500	
\$RC1	\$500.00	EA	3	\$1,500	
Lighting Control Panel/Concroller	\$5,000.00	LS	1	\$5,000	
Lighting Control Wiring	\$3.00	LF	600	\$1,800	
MC Cable	\$4.60	LF	390	\$1,794	
Lighting Conduit/Wire	\$13.82	LF	1,000	\$13,818	
Relamp Existing Fixtures and Clean Allowance	\$10,000	AL	1	\$10,000	
Clean, Test, and Tighting Existing Cable Termination	\$10,000	AL	1	\$10,000	
House Power					
Duplex Receptacle	\$150.00	EA	37	\$5,550	
GFIC Outlet	\$180.00	EA	6	\$1,080	
Double Duplex	\$225.00	EA	5	\$1,125	
Floor Mounted Duplex	\$1,000.00	EA	2	\$2,000	
30 Amp Outlet	\$225.00	EA	1	\$225	Dryer Range
50 Amp Outlet	\$300.00	EA	1	\$300	
House Power Conduit/Wire	\$13.82	LF	3,250	\$44,915	
50 Amp Circuit	\$31.00	LF	100	\$3,100	
30 Amp Circuit	\$27.00	LF	100	\$2,700	
Distribution					
3" Conduit	\$68.00	LF	80	\$5,440	
3/4" Conduit	\$30.00	LF	40	\$1,200	
#2	\$4.41	LF	80	\$353	
#350 kcmil	\$17.08	LF	160	\$2,732	
Panel 200A	\$10,000.00	EA	2	\$20,000	
Hookup HVAC - Small	\$1,000.00	EA	1	\$1,000	
Hookup HVAC - Fans	\$3,200.00	EA	3	\$9,600	
Hookup Warehouse Exhaust	\$2,500.00	EA	1	\$2,500	
Hookup Coiling Doors	\$2,250.00	EA	3	\$6,750	
Communications					
Data Outlet	\$150.00	EA	12	\$1,800	
TV Drop	\$150.00	EA	2	\$300	
Communications Junction Box	\$50.00	EA	14	\$700	
Wireless Access Points	\$500.00	EA	2	\$1,000	
Communications Conduit/Wire	\$13.00	LF	160	\$2,080	
Communications Wire	\$2.00	LF	1,040	\$2,080	
Communications Head-In Allowance	\$5,000.00	LS	1	\$5,000	
Security System					
Remote Access for Doors	\$1,500.00	EA	1	\$1,500	
Card Reader at Front Entrance Door	\$2,500.00	EA	1	\$2,500	
Electrical Total				\$292,554	

Item Number: New Business- VIII.-D.
Committee 2/20/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/13/2023
Submitted By: Chief Morris
Committee/Department: Police / Safety
Title: **Approve Purchase of License Plate Reader System (10 min)**
Item Type: Other

Recommendation:

To approve the purchase of the License Plate Readers for the police department (2023 Objective).

Details:

License plate readers (LPR) provide real time alerts to police officers through in car computers of stolen vehicles or those associated with criminal activity. These cameras are mounted specific to the business district corridor to enhance public safety and crime prevention. 3 cameras are planned at the intersection of 48th and Roe Boulevard, this intersection has the highest traffic volume and serves the primary north south route through town as well as one of the two primary east west routes. Cameras would read northbound and southbound traffic in two lanes as it passes through the intersection. A third camera would read east bound traffic as it passes through the intersection. Map attached reflects the camera locations and viewing direction.

Two companies provided quotes for LPR units for consideration.

#1 Flock Safety. This company is based out of Atlanta, Georgia and has been in business since 2017. The closest contact is out of St. Louis or Wichita. The LPR units are on a basic lease and they provide warranty and service for the term of the contract. Their annual service fee is based on the exact price of each camera. For example, if a camera costs \$2,500 each, the annual fee for each camera would be the same cost of \$2,500. With 3 cameras, the annual services fee would be \$7,500. The LPR units go into a sleep mode and do not activate right away if there is no recent activity so that could lose valuable information. The information is stored on a cloud based web program. There are no local agencies who currently have Flock Safety LPR units. The total cost for a five year contract would be \$38,550 if we use them before April 1, 2023. After that date, the price goes up for a five year contract cost of \$47,100 as the camera cost and service fee increases.

2 Electronic Technology. This company is located in Merriam, Kansas and has been in business since 1994. The LPR units are purchased, and we would own the equipment. There is a five-year warranty on the units and the information is stored on a sever that would be secured inside the PD. The annual service fee is \$2,700 The total cost for a five-year contract is \$44,335 After the initial five years we would only pay a service fee that is less than the Flock annual lease fee. Numerous agencies in the KC metro area use LPR units from Electronic Technology.

Financial Impact

Amount of Request: \$33,535 year 1 / \$2,700 year 2-5	
Budgeted Item?	Budgeted Amount: \$34,000 year 1 / Annual fee \$4,000 year 2-5
Line Item Code/Description: ARPA 550-5244 for year 1 costs; 102-5214 for annual fee	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> LPR Information	Cover Memo
<input type="checkbox"/> LPR MAP	Cover Memo
<input type="checkbox"/> LPR Policy	Cover Memo
<input type="checkbox"/> Records Policy	Cover Memo

Roeland Park Police Department
LPR (License Plate Reader) Information
5 Year Plan / 3 Cameras

Flock Safety:

Before 4/1/2023

3 Cameras with Installation \$8,550

Annual fee after 1st year \$7,500 (year 2-5)

Total 5 year contract = \$38,550

We do NOT own the cameras'

Secured Cloud Storage on Government AWS (Restricted Access)

No confirmed local contracts in KC metro.

After 4/1/2023 Total 5 year contract = \$47,100

Electronic Technology:

3 cameras with installation \$33,535

Annual fee after 1st year \$2,700 (year 2-5)

Total 5 year contract = \$44,335

We own the cameras / 5 year warranty

Secured Storage on Server @ P.D. via JOCO. (Restricted Access)

Numerous locations in KC Metro.

2023 Objective / Roeland Park Police Department

Justification:

License plate reader (LPR) camera systems reduce crime by real time alerts provided to officers through in-car computers and cell phones of stolen vehicles' or vehicles associated with criminal activity. More than 80% of all crimes involve the use of a motor vehicle. A pole mounted camera system working 24/7 in the business district corridor would expand police coverage in the area of town with the highest incidence of crime. LPR camera systems are used nationwide including several local communities. The initial total cost of three pole mounted cameras is estimated not to exceed \$34,000 which includes cameras', software, server, installation, and annual subscription fee. The annual fee varies from vendors and should not exceed \$4,000 which covers software and monitoring services.

Cost Estimate:

Year 1 cost not to exceed \$34,000 paid from ARPA Funds Account 550-5244

Annual fee cost not to exceed \$4,000 paid from Account 102-5214



QUOTE #486

SENT ON:

RECIPIENT:

Roeland Park Police Dept

4600 West 51st Street
ste 100

Roeland Park, Kansas 66205

Customer Name: Roeland Park Police Dept

Job Title: ALPR 48th & Roe

5700 Merriam Drive
Merriam, Kansas 66203

Phone: (913) 962-8083

Email: support@etikc.com

Website: www.etikc.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
GENETEC SharpV 850nm License Plate Reader (Black)	AU-K-V-BS850-LC-000 Black AutoVu™ SharpV Camera Kit which includes: SharpV Dual motorized lenses (LPR and Context) with 850nm illuminator, mounting bracket and Sharp Camera Connection (24Vdc or PoE++ 802.3bt Type 3 required).	3	\$4,100.00	\$12,300.00
Transition Networks SISPM1040-582-LRT (power supply included)	Managed Hardened Gigabit Ethernet PoE++ Switch (8) 10/100/1000Base-T PoE++ Ports + (2) 100/1000Base-X SFP Slots	2	\$1,450.00	\$2,900.00
Radwin antennas	These are used to transmit the data back to the PD	2	\$525.00	\$1,050.00
PROFESSIONAL INSTALLATION	Hourly labor charge for cable & hardware installation. We will set up the existing OGL cameras to transmit to the dept to view and store the video.	3	\$100.00	\$300.00
ALPR Web	ALPR Software developed for Law Enforcement, by Law Enforcement. Current ALPR software offerings are often "data-rich" but "actionable information-poor". Whether in Dispatch or in the field, Police need ALPR software that works the way they work, not the other way around. ALPR Web has been written specifically to satisfy that need. It was developed and written from the ground up as a resource for Police to improve their productivity. Rather than a series of separate applications, each with limited functionality, ALPR Web provides an integrated solution, allowing personnel to access and mine ALPR data for a variety of purposes from a single ALPR interface. One-time fee per buying agency.	1	\$6,000.00	\$6,000.00



QUOTE #486

SENT ON:

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
ALPR Web Sharing 2022 License	ALPR Web™ facilitates shared event logs and ALPR tracking through shared systems. Real time filtering and location call outs can log migration through a municipality or jurisdiction over time. The degree of collaboration can be adjusted so that you always remain in control of your data. Quick previews allow for rapid assessment of the filtered chart. This reduces the amount of time needed for visual consideration of the data sets and events. 60-Day trial included. Yearly Renewal \$1500.00	1	\$4,000.00	\$4,000.00
ALPR Web Service Maintenance Agreement 2023	Includes software bug and error updates as available, feature additions excluding license suite additions, periodic review of base operations for possible impending issues and twenty (20) hours of technical support. This will be a yearly fee.	1	\$1,200.00	\$1,200.00
BCDSF01-ELVS-I7-12TB-12 Desktop Server	-(1) Core i7-12700 - (2) 8GB DDR4 RAM - (1) 256GB M.2 SSD - (1) 12TB SATA 3.5in HDD - (1) 1GbE RJ45 - (1) 300W PSU - Windows 10 Pro - 5YR NBD Warranty BCD-WA-8GB-CORE 8GB - 1Rx8 DDR4 UDIMM 2666MHz Non-ECC Keyboard and Mouse included	1	\$2,800.00	\$2,800.00
INSTALLATION - BUCKET TRUCK REQUIRED	Hourly labor charge for hardware installation requiring two operators and a bucket truck. OSHA Standard 29 CFR1910.269(l)(1)(i)	9	\$265.00	\$2,385.00
PROFESSIONAL INSTALLATION	Hourly labor charge for cable & hardware installation.	6	\$100.00	\$600.00

Total **\$33,535.00**

Yearly fees will be a total of \$2,700.00 to share reads and software maintenance fee.

All Prices are Mid-America Regional Council Co-operative Purchasing prices.

- NET 30 Terms.
- Quote valid for 30 days.
- Prices do not include applicable taxes or shipping charges.
- Prices may change without notice after expiry of quote.
- Prices are subject to change if items are purchased separately.
- A 3% charge will be added to all transactions if paid by credit card.

Morris, Edward J.

From: Morris, Edward J.
Sent: Wednesday, February 8, 2023 5:21 PM
To: Malia Johnson
Subject: Fwd: Genetec ALPR Users

Please print

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From: Brian Hill <bhill@etikc.com>
Sent: Wednesday, February 8, 2023 4:36:28 PM
To: Morris, Edward J. <emorris@roelandpark.org>
Subject: Genetec ALPR Users

Chief,

Here is a list of Departments using our ALPR systems-

Shawnee Police Dept
Merriam Police
Overland Park Police Dept
Fairway Police Dept
Prairie Village Police Dept
Johnson County Sheriff Dept
KCMO Police Dept
KCKS Police Dept
Lawrence Police Dept
Lebanon Police Dept
Clinton County Sheriff's Office
Douglas County Sheriff's Office
Blue Springs Police Dept
Leawood Police Dept

Soon to purchase- already approved just waiting on funds-
Olathe Police Dept
Mission Police Dept

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Agency") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Agency: KS - Roeland Park PD Legal Entity Name:	Contact Name: Edward "John" Morris
Address: 4600 W 51st St Ste 100 Roeland Park, Kansas 66205	Phone: (913) 677-3363 E-Mail: emorris@roelandpark.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 60 months Renewal Term: 60 months	Billing Term: Annual payment due Net 30 per terms and conditions Billing Frequency: Annual Plan - First Year Invoiced at Signing
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	3.00	\$1,050.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	3.00	\$7,500.00

Subtotal Year 1: \$8,550.00

Subscription Term: 60 Months

Annual Recurring Total: \$7,500.00

Estimated Sales Tax: \$0.00

Total Contract Amount: \$38,550.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: KS - Roeland Park PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available or as submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways

1.17 ***“Footage”*** means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 ***“Hotlist(s)”*** means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 ***“Implementation Fee(s)”*** means the monetary fees associated with the Installation Services, as defined below.

1.20 ***“Installation Services”*** means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 ***“Non-Agency End User(s)”*** means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 ***“Services”*** or ***“Flock Services”*** means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 ***“Support Services”*** means Monitoring Services, as defined in Section 2.10 below.

1.24 ***“Usage Fee”*** means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 ***“Web Interface”*** means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 ***“Wing Suite”*** means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 ***“Wing Livestream”*** means real-time video integration with third-party cameras via the Flock interface.

1.28 ***“Wing LPR”*** means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 ***“Wing Replay”*** means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1. Fees. Agency shall pay the fees as set forth in the Order Form.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent,

(i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be

governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

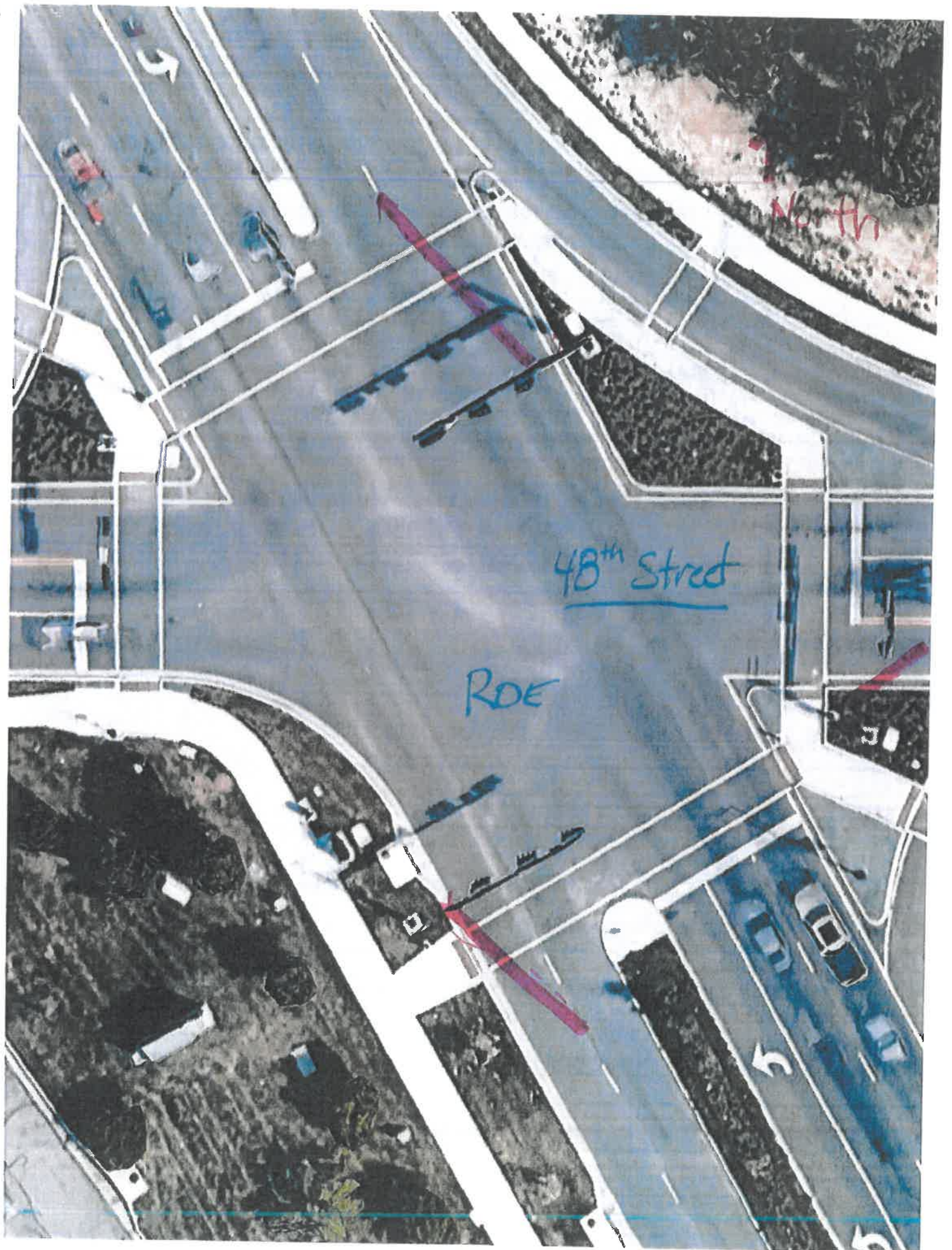
FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:



Automated License Plate Readers (ALPRs)

427.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

427.2 POLICY

The policy of the Roeland Park Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

427.3 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Roeland Park Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Fleet Officer. The Chief of Police will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

427.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.
- (c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped vehicles to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

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Automated License Plate Readers (ALPRs)

- (e) No ALPR operator may access confidential department, state or federal data unless authorized to do so.
- (f) If practicable, the officer should verify an ALPR response through the appropriate official law enforcement database before taking enforcement action that is based solely on an ALPR alert.

427.5 DATA COLLECTION AND RETENTION

The Chief of Police, or a designee of his/her choice, is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All stored ALPR data should be retained in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances, the applicable data should be downloaded onto portable media and booked into evidence.

427.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Roeland Park Police Department will observe the following safeguards regarding access to and use of stored data:

- (a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- (b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (c) ALPR system audits should be conducted on a regular basis.

427.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

- (a) The agency makes a written request for the ALPR data that includes:
 - 1. The name of the agency.
 - 2. The name of the person requesting.
 - 3. The intended purpose of obtaining the information.

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Automated License Plate Readers (ALPRs)

- (b) The request is reviewed by the Chief of Police or the authorized designee and approved before the request is fulfilled.
- (c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy.

Records Maintenance and Release

803.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of department records. Protected information is separately covered in the Protected Information Policy.

803.2 POLICY

The Roeland Park Police Department is committed to providing public access to records in a manner that is consistent with the Kansas Open Records Act (K.S.A. § 45-215 et seq.).

803.3 OFFICIAL CUSTODIAN

The Chief of Police shall designate an Official Custodian. The Official Custodian is the official custodian pursuant to K.S.A. § 45-217. The responsibilities of the Official Custodian or the custodian assigned include but are not limited to:

- (a) Managing the records management system for the Department, including the retention, archiving, release, and destruction of department public records.
- (b) Maintaining and updating the department records retention schedule, including:
 - 1. Identifying the minimum length of time the Department must keep records.
 - 2. Identifying the department section responsible for the original record.
- (c) Establishing rules regarding the inspection and copying of department public records as reasonably necessary for the protection of such records as provided by K.S.A. § 45-220.
- (d) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
- (e) Establishing rules regarding the processing of subpoenas for the production of records.
- (f) Ensuring the availability of a current schedule of fees for public records as allowed by law (K.S.A. § 45-218; K.S.A. § 45-219).
- (g) Ensuring a brochure on public records is available to the public that contains a description of the basic rights of a person who requests public information, the responsibilities of the Department, and the procedures and costs for inspecting or obtaining a copy of the public record (K.S.A. § 45-227).
- (h) Developing and maintaining reasonable written procedures and practices to protect personal information, as defined by K.S.A. § 50-7a01, from unauthorized access, use, modification, or disclosure. Procedures should include how members are to be trained to protect personal information (K.S.A. § 50-6,139b).

803.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any department member who receives a request for any record shall route the request to the Official Custodian or the custodian assigned. If the person to whom the request is

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Records Maintenance and Release

directed determines the Roeland Park Police Department is not the custodian of the requested record, the requester shall be notified and provided the name and location of the custodian of the public record, if known or readily ascertainable (K.S.A. § 45-218).

803.4.1 REQUESTS FOR RECORDS

The processing of requests for any record is subject to the following (K.S.A. § 45-218; K.S.A. § 45-219):

- (a) All requests for records shall be made in writing.
 - 1. A request will not be returned, delayed or denied because of any technicality unless it is impossible to determine the records requested (K.S.A. § 45-220).
- (b) The Department is not required to create records that do not exist.
- (c) Copies of radio or recording tapes or discs, video tapes or films, pictures, slides, graphics, illustrations or similar audio or visual items or devices shall not be provided unless such items were shown or played at a public meeting.
 - 1. If a record is copyrighted by a person other than the Department, the record shall not be copied.
- (d) Requesters shall not make copies of public records electronically by inserting, connecting or otherwise attaching an electronic device to any computer or other electronic device of the Department.
- (e) When a record contains both material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted and the unrestricted material released (K.S.A. § 45-221(d)).
 - 1. A copy of the redacted release should be maintained in the case file for proof of what was actually released and as a place to document the reasons for the redactions. If the record is audio or video, a copy of the redacted audio/video release should be maintained in the department-approved media storage system and a notation should be made in the case file to document the release and the reasons for the redacted portions.
- (f) Computerized information shall be provided in the form requested unless the Department does not have the capability to produce the requested form.
- (g) Each request for a record shall be acted upon as soon as possible, but no later than the end of the third business day after receipt of the request.
- (h) If access to a record request is not granted immediately, the requester shall be provided a detailed explanation of the cause for the delay and notified of the place and earliest time and date the record will be available for inspection.
- (i) Payment of any associated fees is required prior to the release of records.

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803.4.2 DENIALS

When a record request is denied, the requester shall be provided a written statement of the grounds for denial, upon request, no later than the end of the third business day after receipt of the request. The statement shall include the citation to the specific provision of law that denies access (K.S.A. § 45-218).

The Official Custodian may refuse to provide access to a public record or to permit inspection if the request places an unreasonable burden on the Department to produce the records or there is reason to believe repeated requests are intended to disrupt other essential department functions. A refusal must be supported by a preponderance of evidence (K.S.A. § 45-218).

803.5 RELEASE RESTRICTIONS

Examples of release restrictions include but are not limited to (K.S.A. § 45-221):

- (a) Personal identifying information, including an individual's photograph; Social Security and driver identification number; name, address, and telephone number; and medical or disability information that is contained in any driver's license record, motor vehicle record, or any department record, including traffic accident reports is restricted except as authorized by the Department, and only when such use or disclosure is permitted or required by law to carry out a legitimate law enforcement purpose (18 USC § 2721; 18 USC § 2722; K.S.A. § 75-3520).
- (b) Personnel records, performance ratings, or individually identifiable records pertaining to members or applicants for employment, except for names, positions, salaries, or actual compensation employment contracts/agreements and length of service.
 - 1. Unless an exception applies (under a binding settlement agreement), officer files requested pursuant to a written waiver must be released within 21 days (K.S.A. § 75-4379).
- (c) Information that would reveal the identity of an undercover agent or informant reporting a specific violation of law.
- (d) Records that represent the work product of an attorney.
- (e) Records of emergency or security information or procedures of the Department if disclosure would jeopardize public safety (K.S.A. § 45-221).
- (f) Information that would reveal the location of a shelter, safe house, or similar place where persons are provided protection from abuse, or the name, address, location, or other contact information of alleged victims of stalking, domestic violence, or sexual assault.
- (g) Victim information (K.S.A. § 38-2310).
- (h) Records related to children in need of care (K.S.A. § 38-2213).
- (i) Records that would reveal the location of a victim of domestic violence, sexual assault, human trafficking, or stalking who is enrolled in the Kansas Secretary of State's Safe at Home Address Confidentiality Program (K.S.A. § 75-451).
- (j) Juvenile law enforcement records (K.S.A. § 38-2310).

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- (k) Criminal investigation records, including audio or video recordings taken with body-worn or in-car cameras, unless ordered by a court or allowed for by K.S.A. § 45-254.
- (l) Records that are privileged under the rules of evidence, unless the holder of the privilege consents to the disclosure.
- (m) Records containing information of a personal nature where the public disclosure would constitute a clearly unwarranted invasion of personal privacy.
- (n) An individual's email address, cellular telephone number, and other contact information that has been given to the Department for the purpose of department notifications or communications that are widely distributed to the public.
- (o) Records that would disclose the name, home address, zip code, email address, telephone number, or cellular telephone number, or other contact information for any person who is licensed to carry concealed handguns, has enrolled in or completed any weapons training in order to be licensed, or has made application for such license under the Personal and Family Protection Act, unless allowed by law.
- (p) Recordings or statements made during a custodial interrogation related to a homicide or felony sex offense (K.S.A. § 22-4620).
- (q) Captured license plate data or records that pertain to the location of an automated license plate recognition system as defined in K.S.A. § 45-217.
- (r) Any other information that may be appropriately denied by K.S.A. § 45-221 and Kansas law.

803.5.1 REQUIRED RELEASE

Upon request, the Official Custodian shall allow the following individuals to review recordings captured by a body-worn device or in-car camera within 20 days of the request (K.S.A. § 45-254):

- (a) A person who is a subject of the recording.
- (b) Any parent or legal guardian of a person under 18 who is a subject of the recording.
- (c) An heir at law as defined by K.S.A. § 45-254, when a decedent is a subject of the recording.
- (d) An attorney for any of the above described individuals.

803.6 SUBPOENAS AND DISCOVERY REQUESTS

Any member who receives a subpoena duces tecum or discovery request for records should promptly contact a supervisor and the Official Custodian for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

Generally, discovery requests and subpoenas from criminal defendants and their authorized representatives (including attorneys) should be referred to the District Attorney, City Attorney, or the courts.

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All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel for the Department so that a timely response can be prepared.

803.7 RELEASED RECORDS TO BE MARKED

Each page of any written record released pursuant to this policy should be stamped in a colored ink or otherwise marked to indicate the department name and to whom the record was released.

Each audio/video recording released should include the department name and to whom the record was released.

803.8 SECURITY BREACHES

Members who become aware that any Roeland Park Police Department system containing personal information may have been breached should notify the Police Clerk as soon as practicable.

The Police Clerk shall conduct a prompt investigation to determine the likelihood that personal information has been or will be misused (K.S.A. § 50-7a02).

The Police Clerk shall ensure the required notice is given to any resident of this state whose unsecured personal information is reasonably believed to have been misused or where there is a reasonable likelihood that the information will be misused (K.S.A. § 50-7a02).

Notice shall be given in the most expedient time possible and without unreasonable delay consistent with the legitimate needs of the Roeland Park Police Department and consistent with any measures necessary to determine the scope of the breach or to restore the reasonable integrity of the agency data system. Notice may be delayed if notification will impede a criminal investigation (K.S.A. § 50-7a02).

For the purposes of the notice requirement, personal information includes an individual's first name or first initial and last name in combination with any one or more of the following (K.S.A. § 50-7a01):

- (a) Social Security number
- (b) Driver's license number or Kansas identification card number
- (c) Full account number, credit or debit card number, or any required security code, access code, or password that would permit access to an individual's financial account

If the breach reasonably appears to have been made to protected information covered in the Protected Information Policy, the Police Clerk should promptly notify the appropriate member designated to oversee the security of protected information (see the Protected Information Policy).

803.9 EXPUNGEMENT

Expungement orders received by the Department shall be reviewed for appropriate action by the Official Custodian. The Official Custodian shall expunge such records as ordered by the court.

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Records may include but are not limited to a record of arrest, investigation, detention, or conviction. Once expunged, members shall respond to any inquiry as though the record did not exist.



Action Item Summary

Financial Impact

Amount of Request: \$23,331	
Budgeted Item?	Budgeted Amount: \$38,000
Line Item Code/Description: 5225.102	

Additional Information

*** Waiting on Final Draft from JOCO ***

Roeland Park 2023 Co-Responder cost is \$23,331 (1 co-Responder)

An additional Co-Responder is funded by a grant except for the 4th quarter of 2023 and that additional cost will be shared with the Roeland Park fee of \$4,667. Total cost 2023 = \$26,998

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> MOU 2023 Co-Responder	Cover Memo
<input type="checkbox"/> 2022 Co-Responder Data	Cover Memo
<input type="checkbox"/> CO-RESPONDER NOTES	Cover Memo

JOHNSON COUNTY MENTAL HEALTH CO-RESPONDER COOPERATIVE MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is a collaboration amongst the Kansas cities of Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills, and Mission Woods (collectively, the “Cities”) and Johnson County Board of County Commissioners (BOCC) to address potential mental health and co-occurring substance use disorder issues in our jurisdictions by sharing resources and expenses to fund a shared co-responder position dedicated to the Cities (herein referred to as the “Project”).

This MOU supersedes all previous memorandums of understanding relating to collaborative efforts between the Cities and the Johnson County Mental Health Center (JCMHC) to share a co-responder and amendments thereto.

I. Purpose

- a. The purpose of the Project is to find ways that the mental health and criminal justice systems of Johnson County, specifically within the Cities, can work in partnership to improve service response to individuals who suffer from mental health issues and have co-occurring substance use disorders, or who are in danger of becoming alcoholics or drug abusers.
- b. The purpose of this MOU is to:
 - i. delineate the responsibilities of the parties to the Project;
 - ii. maximize interagency cooperation; and
 - iii. formalize the relationships between the parties and their employees regarding Project operations, policies, planning and training.

II. Parties.

The participating entities in the Project and this MOU are:

- a. the Johnson County Board of County Commissioners, through the Mental Health Center/JCMHC;
- b. the City of Merriam, through the Merriam Police Department;
- c. the City of Mission, through the Mission Police Department;
- d. the City of Roeland Park, through the Roeland Park Police Department;
- e. the City of Fairway, through the Fairway Police Department;
- f. the City of Westwood, through the Westwood Police Department;

- g. the City of Westwood Hills, through the Westwood Hills Police Department; and
- h. the City of Mission Woods, through the Mission Woods Police Department;

JCMHC and the cities of Merriam, Mission, Roeland Park, Fairway, Westwood, Westwood Hills, and Mission Woods are collectively referred to herein as the “Parties”, or individually, as a “Party”.

III. Organizational Structure, Control and Responsibilities.

a. Organizational Structure.

- i. The oversight of the Project will be cooperatively provided by the Parties.
- ii. Each Party will designate one individual to be that Party’s point of contact. These points of contact will make up the Project Leadership Team.
- iii. The Parties will facilitate regular meetings of the Project Leadership Team and any other appropriate individuals to address the progress of the Project, as well as other justice and mental health related projects or issues.

b. Roles and Responsibilities of the Parties.

- i. JCMHC will hire, employ, and supervise one Qualified Mental Health Professional (the “co-responder”) as part of the Project. Further, the Parties acknowledge and agree that additional Co-Responders may be added under this MOU.
- ii. JCMHC expressly represents and warrants to each City that the co-responder is not and shall not be construed to be an employee of any City and that the status of JCMHC is that of independent contractor for the Cities for which JCMHC is solely responsible for co-responder’s actions and inactions. JCMHC also agrees that neither it, nor the co-responder may enter into contracts or agreements on behalf of any City or to otherwise create obligations of any City to third parties.
- iii. The Cities may participate in the interview and hiring process with JCMHC, though JCMHC will retain the ultimate decision-making authority regarding the hiring and employment of the co-responder.
- iv. JCMHC shall provide the co-responder with a vehicle and cell phone for the co-responder’s use in his/her Project duties for which the Cities will reimburse JCMHC pursuant to the pro rata calculation in the attached Addendum
- v. The co-responder will work in cooperation with the Cities to assist the Cities with individuals who suffer from mental health issues and co-occurring substance use disorders and who are contacted by law enforcement.
- vi. The co-responder will report to JCMHC for administrative matters (e.g., leave, pay, benefits) and for other matters unrelated to the case-specific work assignments of the Project. The co-responder will coordinate with the City with regard to respective case-specific work assignments.
- vii. It shall be the joint responsibility of JCMHC and the co-responder to regularly and in a timely manner inform the Cities of scheduled vacation, training, annual leave, or sick leave.

The co-responder will observe holidays as set by Johnson County, Kansas government. When the co-responder is on leave for any reason, back-up coverage will not be provided.

- viii. The co-responder shall be subject to the personnel policies and procedures of JCMHC. To the extent they are not in conflict with JCMHC policies, each City's personnel policies shall also apply to the co-responder when he/she is working in or coordinating with that particular City. It shall be the responsibility of each individual City to inform or train the co-responder on the personnel policies applicable to him/her. Performance appraisals will be handled by JCMHC, except that the Cities will be given the opportunity to provide written comments for discretionary use by JCMHC in the appraisal process.
- ix. The City of Merriam shall serve as host site for the Project and will provide an office designated for the use of the co-responder. In addition to the office at the Merriam Police Department the co-responder shall be provided a designated workspace or office, as available, in the other Cities.
- x. The City of Merriam will provide the co-responder with a portable police radio. JCMHC will provide him/her a laptop computer and any other equipment necessary to fulfill Project duties.
- xi. The co-responder position will be a salaried exempt position which will work full-time (40 hours per week), allocating work time between the Cities as calls for service and workload requires.
- xii. The Cities shall reimburse JCMHC for the co-responder personnel costs incurred by JCMHC including, but not limited to, salary, retirement, expenses, disability, and all other employment-related benefits incident to the co-responder's employment with JCMHC (see attached Co-Responder Budget). All additional expenses and reimbursement, if any, including other equipment, will be discussed and agreed upon among the Parties. Raise projections shall be provided annually to the Cities by JCMHC. JCMHC shall invoice each City its pro rata share for all such personnel costs by the 15th of the month following the end of each quarter. Upon receipt of such invoice(s), the Cities shall reimburse JCMHC accordingly for such invoiced amount(s) at the close of the same invoiced month.
- xiii. As law enforcement officers respond to the scene of a call and it is determined that assistance of the co-responder will aide in the disposition of the call, the responding officer will work jointly with the co-responder, either directly or through dispatch.
- xiv. The co-responder's time will be shared among and between the Cities. It is the intent of the Parties that the shared time will be reasonably equal to the percentages shown on the attached Addendum. The Parties shall meet regularly to determine the appropriate scheduling. However, the Cities shall work cooperatively in this regard and if a City to which the co-responder is not assigned at the particular time has a situation which would benefit from co-responder assistance, that City shall contact the co- responder and request assistance as available.
- xv. Co-responder training shall be provided by JCMHC including, but not limited to, issues related to confidentiality. Additional training, as appropriate, may be provided as needed by the Cities.
- xvi. The Cities will provide training to the co-responder and their respective employees on the Project with regard to Project goals and protocols, including communication protocols for determining the need for the co-responder, situational awareness training, and information

security training and credentialing as required by Criminal Justice Information System (CJIS) and KCJIS (Kansas Criminal Justice Information System).

- xvii. In the event that the co-responder is on leave and/or busy on another case, the Cities may employ the traditional process for requesting JCMHC services by calling the JCMHC crisis line, as needed.
 - xviii. If the co-responder has complaints, suggestions, comments, or concerns regarding the policies, procedures, practices or decisions of the Cities, the co-responder is to first present such concerns to their immediate JCMHC supervisor who may, in turn, pursue discussions with the respective City. However, it is permissible and encouraged for the co-responder to communicate with City staff regarding daily issues pertaining to efficient and effective case processing.
 - xix. In any instance in which the co-responder, in the judgment of a City, may have engaged in misconduct or failure to fulfill the mission or purpose of the Project as requested, the City shall notify JCMHC, in writing, of the details of the alleged misconduct or failure. JCMHC shall then undertake an appropriate review of the allegations and, in the event the allegations are confirmed, implement any necessary or appropriate discipline up to, and including, termination of the co-responder, after discussion with the Project Leadership Team, as deemed appropriate.
 - xx. Should the Project be terminated for any reason, JCMHC is solely responsible for any and all decisions as to whether to continue to employ a co-responder. The co-responder shall have no recourse against any City for any employment decision(s) made by JCMHC, including termination of the Project or termination of the co-responder.
 - xxi. Equipment and other tangible property provided to the co-responder by any City as part of the Project will remain property of the respective City and must be returned to the respective City immediately upon termination of the co-responder, or within thirty (30) days of the termination of the Project, unless otherwise agreed to in writing.
 - xxii. The co-responder shall, to the extent practical, keep a general account of time spent working for each City, including types of activities, police calls, and training.
- c. Legal Status.
- i. This MOU is authorized by K.S.A. 12-2908 as a contract between municipalities to perform governmental services or activities; is not an interlocal agreement as contemplated by K.S.A. 12-2901 et seq.; and does not create a new or separate legal entity. Each Party shall be responsible for the actions and responsibilities arising under this MOU of its respective employees.
- d. Confidentiality; Inquiries.
- i. The Parties shall adhere to all applicable laws and policies regarding the confidentiality of data or information obtained during the Project. To the extent required by law, the Parties shall comply with HIPAA, and are to maintain the confidentiality of personal health information (PHI), sharing that PHI only to the extent necessary to coordinate treatment or disposition of the crisis situation.

- ii. As a general rule, all outside inquiries regarding the Project shall be directed to the respective Public Information Officer representing the involved City. Any inquiries involving mental health case supervision issues shall be directed to JCMHC.

IV. Effective Date, Duration, Termination, Insurance and Funding.

- a. This MOU shall become effective upon execution by all Parties.
- b. This MOU may be executed in one or more counterparts, including by facsimile, each of which when compiled in its entirety shall together constitute one and the same instrument.
- c. The term of this MOU is for the duration of the Project.
- d. Any Party may terminate its relationship with the Project and withdraw from the Project and this MOU at any time, by written notification to the other Parties at least (60) days prior to termination. The terminating Party will be responsible for its pro rata share of the costs of the Project up to, and including, the last date of its participation, regardless of the use of the co- responder. Notice of termination shall be delivered to the Project Leadership Team. If one or more Cities terminate its relationship to the Project, then the JCMHC and remaining Cities may agree to continue the Project under this MOU by amending the pro rata shares in the Addendum, renegotiate this MOU, or terminate the MOU.
- e. Insurance – The Parties shall each carry and maintain in force for the duration of the Project insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the state of Kansas, of the minimum types and limits as set forth below:
 - i. All Parties shall carry Commercial General Liability
 - 1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence;
 - 2. \$2,000,000 annual aggregate.
 - ii. Coverage must include Premises and Operations; Contractual Liability; Products and Completed Operations Liability.
 - iii. All Parties shall carry Commercial Automobile Liability - \$500,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per accident covering all owned, non-owned, and hired vehicles. Provided, however, it is understood and agreed by the Parties that the JCMHC provided vehicle shall be covered primarily by JCMHC's automobile liability self-insurance and insurance program.
 - iv. JCMHC shall carry Professional Liability
 - 1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence;
 - 2. \$3,000,000 annual aggregate.
 - v. Cities shall carry Law Enforcement Liability

1. \$1,000,000 Combined Single Limit, for bodily injury, personal injury, and property damage liability per occurrence;
2. \$2,000,000 annual aggregate.

vi. As respects each Party's employees:

1. Statutory Workers' Compensation
2. Employer's Liability:
 - a. Bodily Injury by Accident \$500,000 Each Accident:
 - b. Bodily Injury by Disease \$500,000 Policy Limit
 - c. Bodily Injury by Disease \$500,000 Each Employee

Provided, however, it is understood and agreed by the Parties that the co-responder shall be covered primarily by the JCMHC Workers' Compensation and Employer's Liability self-insurance and excess insurance coverage.

Each Party shall furnish the other with Certificate(s) of Insurance verifying the required insurance is in full force and effect in accordance with this MOU. Certificate Holders shall be the Parties as shown on attached exhibit A.

Board of County Commissioners and JCMHC Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

Prior to cancellation or non-renewal, each Party agrees that it or its Agent shall provide Certificate Holder not less than thirty (30) days advance written notice of such change. Renewal certificate(s) of insurance shall be provided by the Parties within ten (10) business days of insurance renewals.

- f. Expenditure of funds as part of the Project will be subject to the respective budgetary processes of each Party. To the extent that this MOU is interpreted as requiring any expenditure of funds by any City, the Parties acknowledge that the Cities are obligated only to pay expenditures as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during that City's current budget year; or (b) funds made available from any lawfully operated revenue producing source.
- g. This MOU shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors.

Mike Kelly, Chair of County Commissions
Johnson County Government

Date

City of Merriam:

By: _____

Ken Sissom, Mayor Date

ATTEST:

Juli Pinnick, City Clerk

APPROVED AS TO FORM:

Spencer Low, City Attorney

City of Mission:

By: _____

Ron Appletoft, Mayor Date

ATTEST:

Audrey McClanahan, City Clerk

APPROVED AS TO FORM:

David Martin, City Attorney

City of Roeland Park:

By: _____

Micheal Poppa, Mayor Date

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steve Mauer, City Attorney

City of Fairway:

Melanie Hepperly, Mayor Date
ATTEST:

Kim Young, City Clerk

APPROVED AS TO FORM:

Stephen Chinn, City Attorney

City of Westwood:

By: _____
David E. Waters, Mayor Date
ATTEST:

Leslie Herring, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

ADDENDUM
PROJECT BUDGET

Allocation of Co-Responder(s) Assigned to All Participating Cities

The total annual cost for a co-responder position for the calendar year 2023 is estimated to be \$117,241, except for overtime approved in advance by each City's point of contact, as approved in each City's budget. JCMHC shall provide future calendar year annual budgets upon request of the Cities. JCMHC shall invoice each City on a quarterly basis according to its pro rata share, determined by population, as follows:

City	Population	Percent	Annual Share of Cost
Merriam	11,098	32.2%	\$37,752
Mission	9,954	28.9%	\$33,883
Roeland Park	6,871	19.9%	\$23,331
Fairway	4,170	12.1%	\$14,186
Westwood	1,750	5.1%	\$5,979
Westwood Hills	400	1.2%	\$1,407
Mission Woods	203	0.6%	\$703

Grant Funded Co-Responder

It is agreed by the Cities to share in the cost of an additional co-responder position originally funded by a grant until September 2023 obtained through the City of Merriam. Once grant funds are exhausted, the remaining cost of the position will be split between the Cities according to their pro rata share, determined by population as per above. An estimate of the cost of the final quarter of 2023 and each City's pro rata share follows. Succeeding years cost for this position will be shared among the cities as other non-grant positions.

City	Population	Percent	4th Quarter Share of Cost
Merriam	11,098	32.2%	\$7,551.00
Mission	9,954	28.9%	\$6,777.00
Roeland Park	6,871	19.9%	\$4,667.00
Fairway	4,170	12.1%	\$2,838.00
Westwood	1,750	5.1%	\$1,196.00
Westwood Hills	400	1.2%	\$281.00
Mission Woods	203	0.6%	\$141.00
Total			\$23,451.00

In order to ensure all grant assurances are met, a copy of the Justice Assistance Grant (JAG) grant assurances will be reviewed with both the JAG funded co-responder and JCMHC co-responder supervisor. The co-responder will initial and sign a copy of the grant assurances as acknowledgement of receipt of and understanding the grant assurances. The signed copy will be kept at the Merriam Police Department as part of the JAG grant file and a copy will be provided to JCMHC.

JCMHC will provide activity logs at the end of each quarter to be submitted with the quarterly invoice for

the JAG funded co-responder. The activity logs will include the date of service, time, type of activity and duration of activity. A copy of the activity logs will be retained at the Merriam Police Department in the JAG grant file.

The co-responder job description is included as Exhibit A.

DRAFT

Exhibit A

Board of County Commissioners and JCMHC Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

City of Merriam Kansas
9001 W. 62nd Street,
Merriam, Kansas 66202

City of Mission Kansas
6090 Woodson
Mission, Kansas 66202

City of Roeland Park Kansas
4600 W. 51st Street
Roeland Park, Kansas 66205

City of Westwood
4700 Rainbow Boulevard
Westwood, Kansas 66205

City of Westwood Hills
2216 West 49th Street
Westwood Hills, Kansas 666205

City of Fairway Kansas
4210 Shawnee Mission Parkway, Suite #100
Fairway, Kansas 66205

City of Mission Woods Kansas
4700 Rainbow
Westwood, Kansas 66205

Northeast Co-Responder Program 2022

Service Provided	Number of Citizens Served						Police Data	
	911 Response <i>On scene and by phone</i>	ER Diverts	Jail Diverts	Follow-Up <i>By phone or mail</i>	Outreach <i>Door knock in person with officer</i>	Other Co-Responder Contacts*	Reports Flagged Mental Health	Crisis Line Utilized by LEO
Merriam	152	11	21	110	49	128	347	131
Mission	127	13	8	111	67	131	284	128
Roeland Park	56	5	1	38	30	48	79	20
Fairway	7	1	0	13	5	16	19	6
Westwood	6	0	1	5	4	17	17	4
Total	348	30	31	277	155	340	746	289

*Other Co-Responder Contacts – Include calls outside of direct police/client contact such as court hearings, care coordination with family/friends or hospitals, suicide survivor follow up, EMS Referrals, trauma follow ups, LEO consults that do not require a 911 Response, or crisis contacts by phone initiated by client.

**There was no co-responder during the first quarter. The first quarter data reflects coverage provided by CR Supervisor while recruiting/filling co-responder positions.



CO-RESPONDER
JOHNSON COUNTY, KS

2022 Northeast Co-Responder Additional Follow Up

Helping Those Left Behind

38



- Outreaching friends/family of the deceased following completed suicide.
- Send handwritten condolence card with resources related to losing someone to suicide
- Follow Up by Phone
- May reach out to several loved ones following one completed suicided.

Trauma Follow Up

7



- Follow up with anyone who has been impacted by a traumatic incident, including victims, witnesses, etc.
- Car accidents, witness/victims of violent crimes, etc.

Court Hearings/Court Collaboration

9



- Co-Responder contact/outreach with client through Municipal Court collaboration.
- Court Hearings for involuntary committals

EMS Referrals

11



- Review of Med-Act reports that are flagged as behavioral health to ensure citizens are followed up with and connected to resources.

Firearm Release

1



- Outreach to citizens prior to them receiving their firearm back from police custody to assess for current suicide risk and provide education about gun safety and providing gun locks.

Care Coordination

83

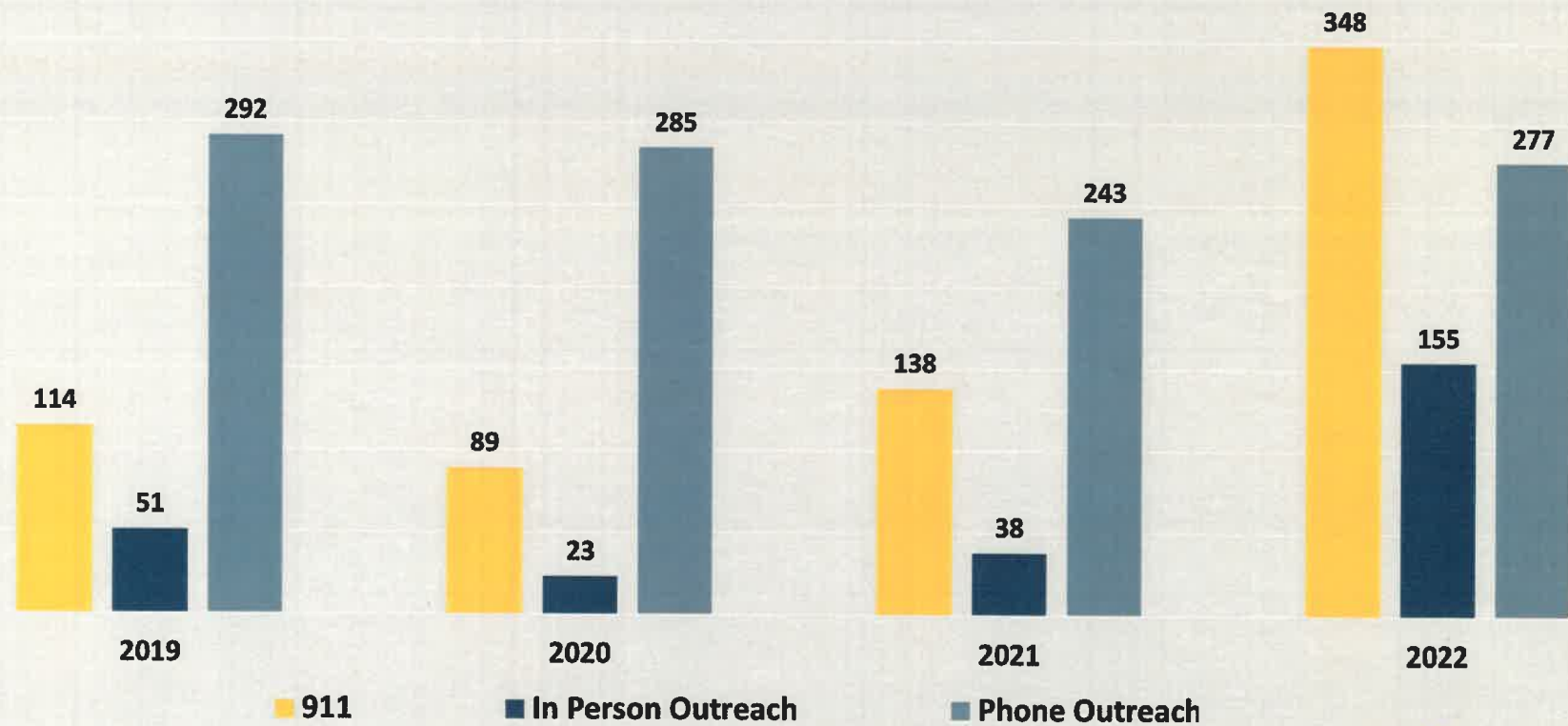


- Follow up with hospitals, friends, and family members to ensure citizens are connected to appropriate resources and treatment



CO-RESPONDER
JOHNSON COUNTY, KS

Northeast Co-Responder Program Growth 2020-2022



*NE Co-Responder was vacant for 3 months in 2020 due to maternity leave.



CO-RESPONDER NOTES SENT

NE Co-Responder Data 2022

- This shows all data points for 2022.

NE Co-Responder Data 2019-2022

- This shows the growth of the program since I started in 2019.
- 2022 was the first year jumping from 1 co-responder to 2.
- The biggest takeaways
 - The number of 911 calls co-responders were able to respond to more than double, jumping from 138 to 348
 - The number of in-person follow ups they were able to do, skyrocketed from 38 outreaches to 155 in 2022
 - So awesome to see!

2022 Northeast Co-Responder Additional Follow Up

- This is a breakdown of all the additional follow ups we have been able to provide since adding the second co-responder.
- We have only been doing most of these since the last quarter of 2022 and are hopeful we will see those numbers grow in 2023 now that we are getting in the swing of things.
- We are also starting Domestic Violence Follow Up this year that consists of outreaching victims in High Lethality DV cases to provide education about what to expect after a critical incident and then offering a free PTSD screening and resources a month later.

Item Number: New Business- VIII.-F.
Committee 2/20/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/2/2023
Submitted By: Keith Moody
Committee/Department: Administrative Committee
Title: **Approve Temporary Referral and Retention Bonus Policy (10 min)**
Item Type: Other

Recommendation:

The Administrative Committee and Staff recommend adopting a temporary referral and retention (sign on) bonus policy to address the current challenges being experienced by Roeland Park in recruiting and retaining staff.

Details:

For 2/20/23 Council Agenda:

The Administrative Committee and department directors met on 2/15/23 and discussed the draft bonus policies further. After considering the structure of some other bonus policies the group settled on a policy that provided a larger portion of the bonus to the retention (sign-on) bonus component. This is in keeping with the structure commonly employed by other agencies. The option of receiving the bonus in vacation hours vs direct compensation was added to the full-time portion of the policy for added flexibility (this option would result in less out of pocket expense to the City). The attached document reflects the recommended policy and the initial draft policy. The policy would take effect with Council approval (4 Full time vacancies currently exist).

For 2/6/23 Workshop Agenda:

As a starting point for the discussion, a DRAFT temporary Referral and Retention Bonus Policy is in the Additional Information Section below. The Administrative Committee (Dickens and Raglow) discussed this draft on 1/24/23 and recommended bringing the topic to workshop for further discussion and direction.

Staff brought forth this topic due to Public Works being down 2 full-time staff (1 position has been vacant since 11/2021 and the other is vacant due to an employee leaving to another city that offers a sign on bonus). We have not gotten any interest in the 2 part-time seasonal public works positions since those recruiting efforts began in late spring of 2022. We have only had one

applicant for the part-time inspector/project manager position in public works since recruiting began in the late spring of 2022.

The Police Department has 2 vacancies currently. We lost two officers in 2022 to other police departments, these were the first intergovernmental losses since 2016 for the police department.

The draft policy contemplates the same referral and retention bonus for part-time positions as offered to the seasonal pool staff the past two years. This policy would apply to the permanent part time positions (community center attendants, administrative assistants) we have as well as seasonal part-time positions (pool staff, public works maintenance staff). This format has proven to be effective for pool staff.

The FT referral bonus is set up to reward the referring employee as much as the new recruit. The logic here is that this motivates the current staff to encourage new hires to stay since both parties benefit equally. The retention (sign on) bonus is not as large as provided by other cities (which tends to be around \$3k), but the referral bonus is larger than what other cities offer (tends to be around \$1k). The philosophy employed creates a balance of reward. Other communities have focused the bonus on the new recruit. There is no right vs wrong approach, this was just a starting point.

The fiscal impacts of such a policy is not reflected in the 2023 budget, however the wages we are not paying due to the vacant positions will cover the costs in 2023. We estimate the policy would cost \$18k to \$20k in both 2023 and 2024. The referral and retention policy amounted to \$8k in bonuses paid to pool staff in 2022 as a point of reference.

The structure of the bonus payout has been broken into 6-month increments intentionally; this approach eliminates the need for a claw back provision which would add burden to the administration of the program and can turn what is intended to be a positive reward system into a potential conflict point.

We are seeking feedback on if Council is supportive of implementing a temporary referral and retention (sign on) bonus policy. If there is support staff would look for direction on the policy structure.

The Mid America Regional Council helped us collect information on bonus systems being offered from KC metro communities. The responses received are included in the attached document. 9 or 37 respondents employ recruiting bonus programs.

Financial Impact

Amount of Request: \$18k to \$20k estimated cost in 2023 and 2024	
Budgeted Item?	Budgeted Amount: The wages not being paid due to vacancies will cover the 2023 costs. 2024 costs would be budgeted.
Line Item Code/Description: Charged to Full Time or Part Time wages line item.	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Recommend Policy and Initial Draft Policy	Cover Memo
☐ Summary of Recruiting Bonus Programs for KC Metro Communities	Cover Memo
☐ Detail of Recruiting Bonus Programs for KC Metro Communities	Cover Memo

Revised Recommended Policy (2/15/23):

Intent:

In order to address today's exceptionally competitive labor market Roeland Park is implementing a Referral and Retention Bonus system. The system is designed to benefit existing employees who make referrals as well as motivating prospective employees to join the Roeland Park team. This policy is intended to be in place temporarily, until the labor market returns to normalcy. The policy will be applicable for staff hired through 12/31/24, unless otherwise extended.

For Full-time Positions:

Retention (or Sign-on) Bonus- a sign on bonus of \$1,000 or 40 hours of vacation will be awarded to a new full-time employee with satisfactory performance after reaching the following work anniversaries: 12-month, 18-month, and 24-month (for a total potential bonus of \$3,000 or 120 hours of vacation). If a new recruit leaves prior to reaching an anniversary date no portion of that bonus will be provided. No additional bonuses will be provided beyond a recruit's 24-month anniversary.

Referral Bonus- an existing employee, excluding department directors, who refer a recruit that is ultimately hired by the City will be eligible for a referral bonus. A referral bonus of \$333 or 12 hours of vacation will be awarded to the existing staff member if the recruit remains employed with the City at their 12-month, 18-month, and 24-month anniversaries (total potential bonus of \$1,000 or 36 hours of vacation). If the new recruit leaves prior to reaching an anniversary date no portion of that bonus will be provided. No additional bonuses will be provided beyond the recruit's 24-month anniversary.

For Part-time and Seasonal Positions:

Retention (or Sign-on) Bonus- a sign on bonus of \$250 will be paid to a new part time or seasonal employee with satisfactory performance after reaching their 3-month work anniversary or working through the end of their work season.

Referral Bonus- an existing employee who refers a recruit that is ultimately hired by the City will be eligible for a referral bonus of \$250 if the recruit reaches their 3-month work anniversary or if the recruit works through the end of their work season.

Initial Draft Policy (2/6/23):

Intent:

In order to address today's exceptionally competitive labor market Roeland Park is implementing a Referral and Retention Bonus system. The system is designed to benefit existing employees who make referrals as well as motivating prospective employees to join the Roeland Park team. This policy is intended to be in place temporarily, until the labor market returns to normalcy. The policy will be applicable for staff hired through 12/31/24, unless otherwise extended.

For Full-time Positions:

Retention (or Sign-on) Bonus- a sign on bonus of \$500 will be paid to a new full-time employee with satisfactory performance after reaching the following work anniversaries: 6-month, 12-month, 18 month, and 24 month (for a total potential bonus of \$2,000). If a new recruit leaves prior to reaching an anniversary date no portion of that bonus will be provided. No additional bonuses will be provided beyond a recruit's 24-month anniversary.

Referral Bonus- an existing employee, excluding department directors, who refer a recruit that is ultimately hired by the City will be eligible for a referral bonus. A referral bonus of \$500 will be paid to the existing staff member if the recruit remains employed with the City at their 6 month, 12, month, 18 month and 24-month anniversaries (total potential bonus of \$2,000). If the new recruit leaves prior to reaching an anniversary date no portion of that bonus will be provided. No additional bonuses will be provided beyond the recruit's 24-month anniversary.

For Part-time and Seasonal Positions:

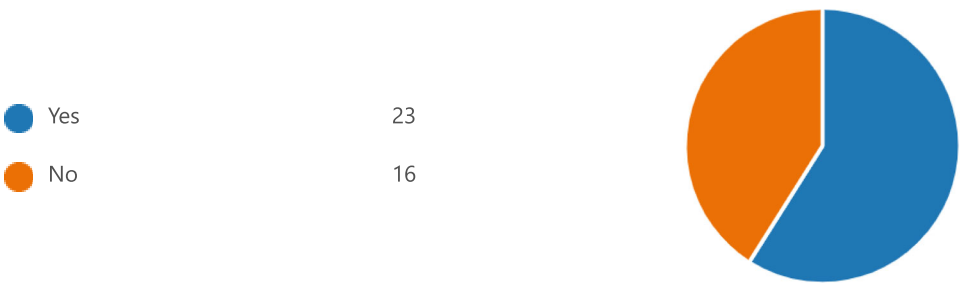
Retention (or Sign-on) Bonus- a sign on bonus of \$250 will be paid to a new part time or seasonal employee with satisfactory performance after reaching their 3-month work anniversary or working through the end of their work season.

Referral Bonus- an existing employee who refers a recruit that is ultimately hired by the City will be eligible for a referral bonus of \$250 if the recruit reaches their 3-month work anniversary or if the recruit works through the end of their work season.

Recent Compensation Studies in the Kansas City Region

39 Responses 03:25 Average time to complete Closed Status

1. Has your organization scheduled or completed a professionally administered compensation study in the last three years?



2. What year did you complete the compensation study?



3. What was included in the scope of your study?



4. Does your organization utilize bonuses for recruitment?

Yes	10
No	13



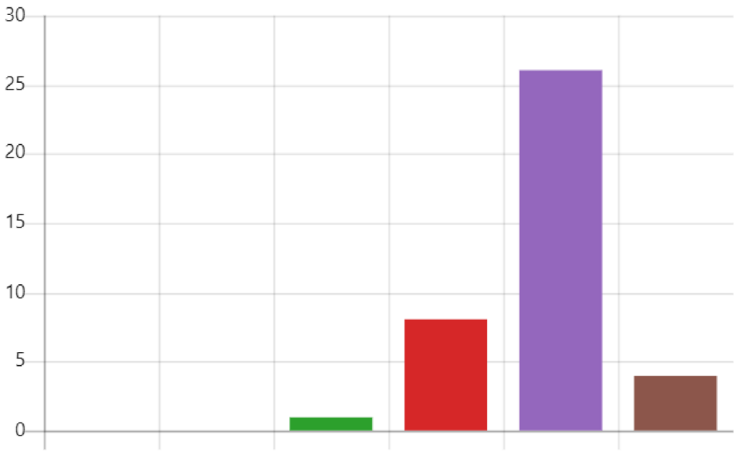
5. What type of bonus(es) do you offer? Check all that apply.

Referral bonus	9
Sign on bonus	7
Retention bonus	6
Other	2



6. How often does your organization complete a professionally administered compensation study?

Yearly	0
Every 2 years	0
Every 3-4 years	1
Every 5+ years	8
As needed - no set schedule	26
Never	4



Has your organization scheduled or completed a professionally administered compensation study in the last three years?	What year did you complete the compensation study?	What was included in the scope of your study?	Does your organization utilize bonuses for recruitment?	What type of bonus(es) do you offer? Check all that apply.	How often does your organization complete a professionally administered compensation study?	What is the name of your organization (city/county and state)?
Yes	2022	wages and benefits	Yes	Sign on bonus;Referral bonus;*Only for Police Officers at this time;	Every 5+ years	City of Lansing, KS
Yes	Began 2021, completed and implemented in 22	wages and benefits	No		As needed - no set schedule	City of Smithville, MO
Yes	2022	wages and benefits	No		As needed - no set schedule	Richmond/Ray/Missouri
No					Never	Kearney, MO
Yes	2022	wages only	No		Every 3-4 years	North Kansas City, MO
No					As needed - no set schedule	Bonner Springs, Kansas
Yes	Wrapping up currently	wages only	Yes	Referral bonus;Sign on bonus;Retention bonus;	As needed - no set schedule	City of Independence, Missouri (Jackson County)
No					Never	Leavenworth County, Kansas
Yes	2021	Wages and job description updates	No		As needed - no set schedule	Miami County, Kansas
Yes	2022	wages and benefits	Yes	Referral bonus;	As needed - no set schedule	City of Merriam
Yes	2021	wages and benefits	Yes	Referral bonus;Retention bonus;	As needed - no set schedule	Lenexa, Kansas
Yes	2022	wages only	No		Every 5+ years	City of Harrisonville, MO
No					As needed - no set schedule	Edwardsville, KS
No					As needed - no set schedule	City of Pleasant Hill, MO
Yes	Prior to 2021	wages and benefits	No		As needed - no set schedule	Jackson County
Yes	2021	wages and benefits	No		As needed - no set schedule	City of Tonganoxie, KS
No					As needed - no set schedule	Gladstone, Clay County, Missouri
Yes	2022	wages only	No		Every 5+ years	Douglas County, Lawrence, KS
Yes	Prior to 2021	wages only	No		As needed - no set schedule	Platte City
No					As needed - no set schedule	Roeland Park

Has your organization scheduled or completed a professionally administered compensation study in the last three years?	What year did you complete the compensation study?	What was included in the scope of your study?	Does your organization utilize bonuses for recruitment?	What type of bonus(es) do you offer? Check all that apply.	How often does your organization complete a professionally administered compensation study?	What is the name of your organization (city/county and state)?
Yes	the study was done in 2018 but the report wasn't made available until 2019	wages only	Yes	Sign on bonus;Referral bonus;	As needed - no set schedule	City of Lawrence, Kansas
No					As needed - no set schedule	City of Liberty; Clay County, MO
Yes	2021	wages and benefits	No		Every 5+ years	City of Parkville, Missouri
Yes	2022	wages and benefits	Yes	Referral bonus;Sign on bonus;Retention bonus;	As needed - no set schedule	City of Excelsior Springs
Yes	2021	wages only	No		Every 5+ years	City of Topeka (Topeka, Shawnee, Kansas)
Yes	2022	wages and benefits	Yes	Referral bonus;Retention bonus;	As needed - no set schedule	City of Grandview (Missouri)
No					As needed - no set schedule	City of Lake Quivira
No					Never	City of Lone Jack
Yes	Planned for 2023	wages and benefits	No		Every 5+ years	City of Mission Hills
Yes	Done late 2022; implementing in 2023	wages and benefits	Yes	Referral bonus;Sign on bonus;Retention bonus;	As needed - no set schedule	City of Raytown MO
No					Never	City of Buckner
Yes	2022	wages and benefits	No		As needed - no set schedule	City of Richmond/Ray County, Missouri
No					As needed - no set schedule	City of Oak Grove
Yes	2022	wages and benefits	Yes	Referral bonus;Sign on bonus;	Every 5+ years	City of Prairie Village
No					As needed - no set schedule	City of Lee's Summit
No					As needed - no set schedule	Unified Government of Wyandotte County/Kansas City, KS
No					As needed - no set schedule	City of Lawson
No					Every 5+ years	Westwood, KS
Yes	2022	wages and benefits	Yes	Sign on bonus;Retention bonus;	As needed - no set schedule	Johnson County, KS
23 out of 38 respondents have completed a compensation survey in the past 3 years.			10 of the 38 respondents employ bonuses for recruiting purposes.			

Item Number: **Ordinances and Resolutions:- IX.-**
 A.
Committee **2/20/2023**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/26/2023
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Resolution 701 Regional Resource Sharing (5 min)**
Item Type: Resolution

Recommendation:

Chief Morris supports adoption of the attached Resource Sharing Resolution.

Details:

Attached is a letter from MARC which explains the rationale behind a regional Resource Sharing Agreement. The attached resolution adopts the agreement which is intended to supplement existing mutual aid agreements and serve to benefit a region during disasters. The agreement allows Roeland Park to receive resources and for Roeland Park to provide resources. It does not obligate the city to provide resources.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Resolution 701 Kansas City Regional Resource Sharing Agreement	Cover Memo
📎 Letter from MARC Recommending Adoption of RSA	Cover Memo
📎 MARC Resource Sharing Agreement	Cover Memo

RESOLUTION NO. 701

A RESOLUTION APPROVING PARTICIPATION WITH THE REGIONAL RESOURCE SHARING AGREEMENT.

WHEREAS, the Regional Resource Sharing Agreement was developed by a workgroup of Emergency Managers, approved by the Regional Homeland Security Coordinating Council and the MARC Board of Directors to provide a document intended for all jurisdictions in the MARC region willing to share resources with other jurisdictions; and,

WHEREAS, the Regional Resource Sharing Agreement was developed to serve as a safety net mutual aid agreement to fill in the gaps between the various, typical mutual aid agreements which serve law enforcement, fire service etc.; and,

WHEREAS, the Regional Resource Sharing Agreement will strengthen the current mutual aid agreements by establishing a basic understanding regarding liability issues and procedures; and,

WHEREAS, the Regional Resource Sharing Agreement will clarify in writing the typical handshake agreement that jurisdictions have often relied upon when requesting and sharing resources; and,

WHEREAS, the Regional Resource Sharing Agreement provides an understanding of which jurisdictions are willing to participate in a sharing agreement to support the requests of other jurisdictions to meet their needs; and,

WHEREAS, the concept of the Regional Resource Sharing Agreement is considered a best practice by the Federal Emergency Management Agency (FEMA).

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF ROELAND PARK TO BECOME A PARTICIPANT WITH THE REGIONAL RESOURCE SHARING AGREEMENT AS OF FEBRUARY 20, 2023.

ADOPTED by majority vote of the City Council of the City of Roeland Park, Kansas, on February 20, 2023 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Michael Poppa, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steve E. Mauer, City Attorney

January 17, 2023

Dear City/County Administrators,

The Mid-America Regional Council and the Regional Homeland Security Coordinating Committee (RHSCC) are pleased to provide the **Kansas City Regional Resource Sharing Agreement (RSA)** for your jurisdiction's use. Designed to strengthen resource sharing across the bistate area, the agreement will help identify cities and counties willing to share resources (including across state lines) prior to an incident, promote unity of effort and expedite mutual aid efforts.

Mutual aid agreements currently exist that cover some separate and discrete response disciplines. However, the region has identified the need for a more in-depth, comprehensive understanding of how certain resources could be shared and assistance offered.

Developed and approved by the RHSCC through extensive work by a multi-disciplinary group of emergency services professionals from across the region, the RSA serves as a "safety net" helping communities to access a wide range of potentially needed resources and achieve economic and logistical efficiencies to support gaps in resources and capability. The agreement will also help ensure that many disciplines, such as public information officers, medical examiners, public health, public works volunteers and others, can be quickly mobilized and deployed.

The RSA is not intended to supersede or replace any existing agreements, but to provide a basic understanding between participating jurisdictions regarding the sharing of resources not covered by other agreements. The RSA assists to clarify the liability issues related to resource sharing. There are some circumstances where resource sharing may not be explicitly or implicitly permitted, such as jurisdictions required to adopt resolutions or ordinances to participate in resource sharing or making formal declarations which may delay response. The implementation of this agreement provides a means to address this issue.

Participation in the RSA is voluntary and is intended to strengthen the current working relationships between jurisdictions within the region. Jurisdictions in the region are encouraged

to participate and become signatories to the agreement. Participants will be asked to sign/execute the document and submit an email with the signature page/ordinance of authorization to JWhite@MARC.org for formal recording of an entities decision to participate.

If you have questions regarding the RSA, please contact Jason White at JWhite@MARC.org on behalf of the RHSCC.

Thank you for your continued cooperative efforts to strengthen preparedness in the region.

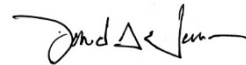
Sincerely,



Joe Connor, Assistant County
Manager, Johnson County, Kansas
RHSCC Co-Chair



Donna Lake, Fire Chief
Kansas City, Missouri
RHSCC Co-Chair



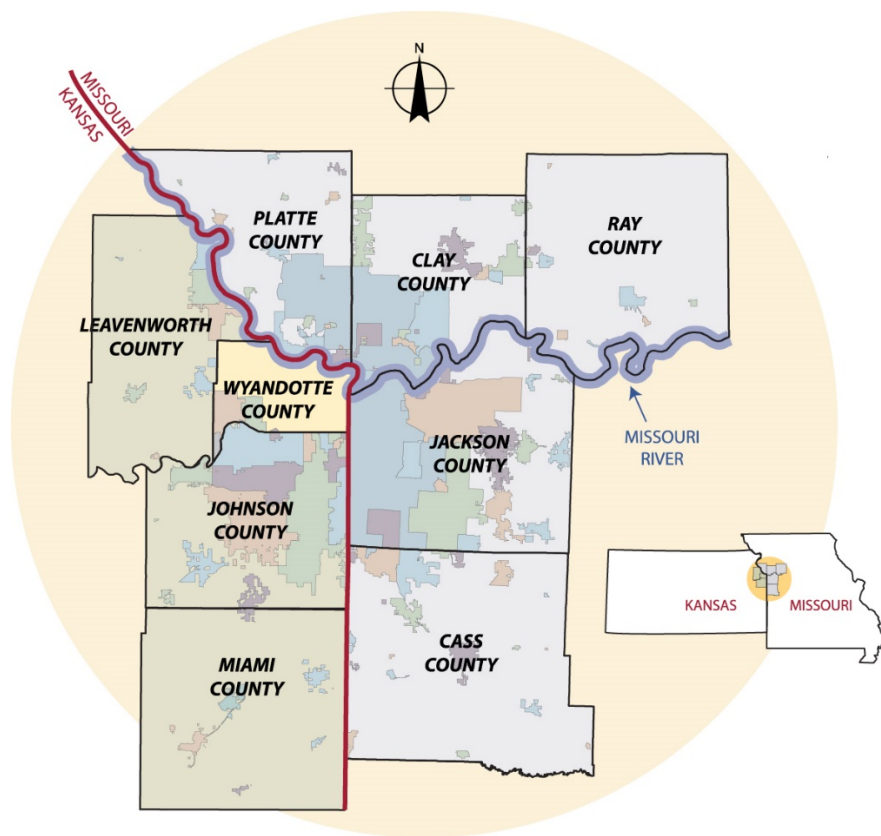
David Warm, Executive Director
Mid-America Regional Council



Greater Kansas City

Regional Resource Sharing Agreement

for Emergency Response and Recovery





Greater Kansas City Regional Resource Sharing Agreement

Preamble

This agreement is designed to strengthen the local jurisdiction's ability to provide and request assistance quickly and legally, clarify liability, supplement existing agreements, and provide for any gaps related to the specialty Agreements already in place.

Article I: Purpose and Scope

1. **AGREEMENT OF LAST RESORT** – This Agreement is to be used as the agreement of last resort when the sharing of a resource is not covered by any other local written mutual aid agreement. There are already mutual aid agreements and laws in place serving as the foundation for mutual aid for law enforcement, fire, emergency medical services and most regional specialty teams.
2. **NON-OBLIGATORY** – This Agreement does not obligate any party to take an affirmative action or to incur costs to which the jurisdiction is not able to commit at the time of the emergency.
3. **NO PENALTY RESERVATION** – In the event of an emergency or disaster, one or more Assisting Jurisdictions may assist. The offer of assistance by the Assisting Jurisdiction is made with the full understanding that such assistance will not unduly jeopardize the protection of the Assisting Jurisdiction's community. Any decision regarding whether an Assisting Jurisdiction can spare staffing and/or resources shall lie solely with the Assisting Jurisdiction.
4. **COMPREHENSIVE** – This Agreement may be applied to share any resource or asset under the Assisting Jurisdiction's control.
5. **NON-DECLARATIVE** – A federal, state, county, or local disaster declaration is not required for a participating jurisdiction to render assistance to another jurisdiction covered by this Agreement.
6. **INTERJURISDICTIONAL RELATIONSHIPS** — The Regional Resource Sharing Agreement should build on existing interjurisdictional relationships and not supersede existing mutual aid agreements or disrupt normal lines of responsibilities between jurisdictions. Jurisdictions should seek to obtain resources based on normal interjurisdictional

relationships between special districts, townships, cities and counties.

7. NON-EXPIRING – This Agreement shall remain in effect for an indefinite term, subject to a participating jurisdiction's request to withdraw. Withdrawal from this agreement may occur at any time by written notification to MARC at least 60 days prior to the withdrawal. Upon withdrawal from this Agreement, any equipment provided to the Parties shall be returned to the supplying agency. A Party's written withdrawal from this Agreement will be deemed a modification by amendment to his Agreement but does not terminate this Agreement as to the remaining Parties. MARC shall maintain a list of which jurisdictions signatories, date and status.

Article II: Benefits

There are important reasons for a regional Resource Sharing Agreement. These advantages include:

- Improves the quality of emergency planning and response through coordinated protocols for notification, response, assistance, and documentation of support,
- Allows for optimal use of the region's resources, reducing the need to duplicate expensive specialized assets,
- Increases the likelihood that resources will be available and able to be deployed in response to need,
- It provides a mechanism for the use of the Incident Support Team and Emergency Support Functions within local emergency operations centers,
- It provides a mechanism for the use of resources supporting multi-jurisdiction training and exercises,
- A regional resource sharing agreement has the benefits of allowing requesting agencies to seek support from multiple organizations, depending upon the scale and type of incident and the resources needed at a particular time.

Article III: Authorities

A variety of federal and state laws allow for the creation of relationships between governmental entities for jurisdictions to share human and material assets, and services. Some key statutes specifically with regard to emergency situations exist in Kansas statutes 12-16,117 and in Missouri RSMo. § 44.090-.098 and § 70.837.

The jurisdictions represent that the individual executing this Agreement on behalf of the jurisdiction or entity has the authority to bind and agree to the terms contained herein.

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties hereto.

In general, the basis for this Regional Resource Sharing Agreement is the legal ability for governments, such as Counties, Cities, Villages, Townships and Special Districts, to agree in principle to the possibility of sharing resources when requested by another governmental entity which is also a signatory of this Agreement. Both Kansas and Missouri statutes recognize the

ability of local governments to participate in interlocal agreements such as this Regional Resource Sharing Agreement.

We recommend that Kansas jurisdictions review [KSA 12-16,117](#) and consider adoption of an ordinance regarding the possibility of sharing resources within the region and across state lines. Sample ordinance language is found in Attachment B.

Article IV: Definitions

Assisting Jurisdiction: A political jurisdiction, multi-jurisdictional agency, or other entity providing critical community services agreeing to assist another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

Authorized Representative: The chief executive of a political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency, or their designee, who is empowered to request resources, obligate resources, and expend funds on behalf of the political jurisdiction or multi-jurisdictional agency under the terms of this Agreement. The designee is often the Emergency Management Director / Coordinator.

Emergency Management Agency: The agency responsible for coordinating emergency management activities through all-phases – mitigation, preparedness, response, and recovery – within a jurisdiction.

Emergency or Disaster: Any situation needing an immediate response for which the community cannot alleviate without outside assistance regardless of formal declarations.

Mutual Aid: A prearranged written agreement and plan whereby assistance is requested and provided between two or more political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agencies during a large-scale emergency or disaster under terms of this agreement. It includes the sharing of people, equipment, consumable items.

Period of Assistance: The period of time beginning with the departure of any personnel and/or equipment of the Assisting Jurisdiction from any point for the purpose of traveling to provide assistance exclusively to the Requesting Jurisdiction, and ending on the return of all of the Assisting Jurisdiction's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice to the authorized representative of the Requesting Jurisdiction by the authorized representative of the Assisting Jurisdiction.

Personnel Licensure Compact: A legal document passed as state legislation in the individual states that wish to become part of that particular interstate agreement. In general, these types of Compacts allow personnel to move over state lines easier during normal day to day operations.

Requesting Jurisdiction: A political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency that is

responding to a natural, man-made, or technological hazard that has requested assistance from another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

Special District: A local government with a board of directors and taxing authority recognized by the state as a stand-alone entity. Commonly fire districts, ambulance districts, 911 districts, road districts, sewer districts, school districts etc. These local government entities may be signatories of the Regional Resource Sharing Agreement.

Article V: Governance

The signatory to this Agreement is the Authorized Representative or delegate authorized by the County, City, Township, Village or Special District, to facilitate the development of interagency policies and procedures to ensure timely and efficient resource availability in response to and recovery from emergencies or disasters.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by more than one party. The parties may sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law.

The Regional Resource Sharing Agreement may be amended upon the endorsement of at least two-thirds (2/3) of the member jurisdictions.

The Regional Homeland Security Coordinating Council (RHSCC) and the Policy Committee of the RHSCC shall serve as the lead body regarding the Resource Sharing Agreement. The RHSCC shall be responsible for implementation.

The Mid-America Regional Council (MARC) agrees to serve as the Administrator for this Regional Resource Sharing Agreement, to catalog participants and the use of the Agreement.

Article VI: Recognition of Licensure and Certification

The recognition of licenses and certifications of personnel who are requested to serve in a jurisdiction which is different than where they have a license or certification has been issued, will be able to serve predicated upon a variety of state laws, compacts or other legal agreements. The adoption of laws, interstate licensure compacts and other legal agreements for reciprocity occurs frequently and jurisdictions should evaluate this aspect as needed.

Article VII: Liability Protection and Immunity

1. All activities performed under this Agreement are deemed to be governmental functions including health, welfare, and safety of the general population.
2. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or public safety

agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers compensation provisions provided to them as employees of their respective political subdivision or public safety agency. Qualified immunity, statutory immunity, sovereign immunity, official immunity, and the public duty rule shall apply to the provisions of this section as interpreted by the federal and state courts of the Assisting Jurisdiction. The parties to this Agreement acknowledge and agree that the Responding Jurisdictions located in Missouri are prohibited by Missouri law from indemnifying other entities, and that notwithstanding any other language in this Agreement, the indemnification provisions in this Section and the reimbursement provisions below shall not require Responding Jurisdictions located in Missouri to indemnify or reimburse the other parties to this Agreement.

3. Any person holding a license, certificate, or other permit issued by a political jurisdiction or multi-jurisdictional agency or the state meeting qualification in a professional, mechanical, or other skill licensed to operate in the Assisting Jurisdiction will be duly recognized by the Requesting Jurisdiction for the duration of their assignment (including long term recovery under an approved recovery plan).
4. No party to this Agreement shall be liable for its failure or refusal to render aid pursuant to this Agreement.

Article VIII: Employment Benefits

All pension, relief, disability, death benefits, workers compensation and other benefits enjoyed by the employees of parties rendering assistance shall extend to the services they perform under this Agreement outside their respective jurisdictions as if those services had been rendered in their own jurisdiction.

Article IX: Deployment

1. Requests for assistance including the provision of people, equipment, consumable items, services, and information may either be verbal or in writing and will be administered through authorized representatives (or their designees) of the political jurisdiction or multi-jurisdictional agencies.
 - a. Verbal requests will be followed up with a written request for assistance within thirty (30) days per the accompanying administrative protocols to this Agreement.
2. The Requesting Jurisdiction and the Assisting Jurisdiction both agree to notify their jurisdiction's local Emergency Manager if requests are made, and if support is offered, as outlined in this Agreement.
3. Each political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. 84.350, or multi-jurisdictional agency has the latitude to develop their own travel policies for their jurisdiction. As such, travel policies and required documents to process reimbursement under the agreement will vary from political jurisdiction or multi-jurisdictional agency to political jurisdiction or multi-jurisdictional agency. Regardless of the differences in travel policies amongst political jurisdiction or multi-jurisdictional agencies, the accurate collection, preparation, and submission of documentation is important.

Article X: Reimbursement

Reimbursement is outside the scope of this regional intergovernmental agreement. This issue is left between the assisting and impacted jurisdictions to be discussed should the need arise at the time of the incident between the two parties.

Article XI: Termination

1. This Agreement shall be construed to effectuate the purposes stated in Article I herein. If any provision of this Agreement or its application to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of the Agreement which can be given effect without the invalid provision or application.
2. Nothing herein shall preclude any political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency from entering into supplementary agreements or affect any other agreements already in force.
3. The Assisting Jurisdiction shall retain the right to withdraw some or all of its resources at any time from the Requesting Jurisdiction. Notice to withdraw shall be communicated to the Requesting Jurisdiction's Authorized Representative or their designee, as soon as practicable.

Article XII: Dispute Resolution

Once resources are deployed, the relationship is established between the entity providing the resource and the entity requesting the resource and it is incumbent upon them to define the relationship and seek to establish clear understanding of the relationship and its obligations and responsibilities.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments or revisions thereto, that cannot be resolved at the operating level, the areas(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration.

Article XIII: Operational Plan

This Agreement is written to provide a known process on how to request and receive assistance and the expectations associated with a request.

The Federal Emergency Management Agency's National Response Framework and state laws enable states and their political jurisdiction or multi-jurisdictional agencies to enter into agreements that allow for the timely, efficient, and effective sharing of resources during catastrophic events, even if a formal federal or state disaster declaration have not been declared. The federal government has in recent years encouraged a "Whole Community" approach to emergency management, which seeks to ensure community recovery begins at the earliest possible opportunity without the need to render federal aid.

The National Incident Management System (NIMS) also provides well-established and uniform guidelines for incident management and response.

Where possible commonly accepted forms of written communications should be utilized such as the accepted ICS forms and processes.

Requests for Assistance

Political jurisdiction or multi-jurisdictional agencies party to this agreement agrees to honor any form of written request, as agreed upon through such written agreement and containing the following data elements. No specific request form is prescribed.

1. The intent to implement this agreement, as distinguished from any other existing mutual aid agreement;
2. A general description of the emergency situation, damage or injury sustained or threatened;
3. Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, fatality management, public information and communication, resource support, health and other medical services, etc.), and the particular type of assistance needed;
4. The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the period of assistance that each will be needed; and
5. The location or staging area where the resources are to be dispatched and the specific time that the resources are needed; and
6. The name and contact information of a representative of the Requesting Jurisdiction to meet the personnel and equipment of any Assisting Jurisdiction; and
7. The name and contact information of the authorized representative for follow-up questions if needed to fulfill the resource request.
8. Jurisdictions might consider the use of FEMA ICS 213 RR Modified for requesting resources, as well as the process and procedures that commonly accompany the use of the ICS 213 RR.

Download: [ICS 213 RR Modified Resource Request Form](#)

The authorized representative in the Assisting Jurisdiction will be responsible for forwarding and coordinating the request for assistance with the appropriate emergency support functions and/or organizations within their jurisdiction or agency based on availability of the resources requested.

An authorized representative who determines that their Assisting Jurisdiction has the available personnel, equipment, or other resources, shall so notify the authorized representative of the Requesting Jurisdiction and provide the following information, to the extent known:

1. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Jurisdiction;
2. The estimated period of assistance that the personnel, equipment, and other resources will be available;
3. The name of the person or persons to be designated as supervisory personnel for the Assisting Jurisdiction; and
4. The estimated time of arrival for the assistance to be provided at the designated location.
5. Any additional information or support needed from the Requesting Jurisdiction.

Signatory:

Name, Title

Date

Organization
Address
City, State, Zip

Official Notices:

For: [Organization}

[Name]
[Title]
Email: []

For Legal Notices – Email as above with
paper copy mailed to:

[Organization]
ATTN: [Legal Point of Contact]
[Address]
[City, State, Zip]

For: Mid-America Regional Council

Erin Lynch, Emergency Services and
Homeland Security Program Director
Email: elynch@marc.org

For Legal Notices – Email as above with
paper copy mailed to:

Mid-America Regional Council
ATTN: Erin Lynch
600 Broadway Blvd #200
Kansas City, MO 64105

Appendix A: Authorities and References

Level of Gov.	Document	Citation/Statute	Authority/ Responsibility
Federal	Stafford Act	44 CFR Section 206	DHS/FEMA – emergency response
Federal	Executive Order 12148	44 Fed. Reg. 43239	DHS/FEMA - preparedness/response
Federal	Presidential Policy Directive 8 (FEMA Implementation)	Presidential Policy Directive PPD 8	DHS/FEMA – national preparedness
Federal	Presidential Policy Directive 21 (FEMA Implementation)	Presidential Policy Directive PPD 21	DHS public health and medical
Federal	Emergency Management Assistance Compact	Public Law 104-321	FEMA/State mutual aid
Federal	National Emergencies Act	Public Law 94-412, 90 Stat. 1255	Executive Branch – Presidential Declaration
Federal	Pandemic and All Hazards Preparedness Act	Public Law No. 109-417	HHS/CDC – public health preparedness and response
Federal	Public Health Service Act	Public Law 78-410	HHS – public health emergency declaration
Federal	Public Readiness and Emergency Preparedness Act		HHS – declaration of immunity from liability for claims related to medical countermeasures
Federal	NIMS		DHS/FEMA – incident command system
Federal	National Response Framework, Third Edition		DHS/FEMA – national all-hazards approach to coordinate emergency response through ESF's
State	Kansas Mutual Aid System	Statutes 48-950-958	KS Political jurisdiction or multi-jurisdictional agencies
Municipalities	Municipal Mutual Aid	KS 12 -16,117,	KS Municipalities (Counties/Cities)
Public Agencies	Public Agencies	KS 12-2904	Public agencies
State	Kansas Mutual Aid	KS 80-1517	Fire (ESF 4)
State	Kansas Mutual Aid	KS 65-6158	Public Health and Medical (ESF 6)
State	Kansas Mutual Aid	KS 48-3602	Law Enforcement
State	Missouri Mutual Aid	MO 44.415	State Emergency Management
State	Missouri Mutual Aid - Missouri Law	MO 44.098	Law Enforcement mutual aid with KS and OK

	Enforcement		
State	Missouri EMS	MO 190.107 MO 190.900 - 939	EMS/ambulance
State	Kansas EMS	KS 65-6158	EMS/ambulance
State	Kansas Wildfire	KS 31-801	Forest Fire preservation
State	Missouri Mutual Aid	MO 320.090	Fire
State	Kansas EM Compact	KS 48-9a01	KSW Interstate EM Compact/ State EM
State	Missouri Mutual Aid	MO 44.095	Mutual aid with Kansas/State EM
State	Missouri Mutual Aid	MO 44-090 MO 44-105 MO 44-045 MO 70.815-837	Interstate and Intrastate. No declaration required. License reciprocity recognized.
State (Ntl Agreement)	Kansas / Missouri	EMS Compact	EMS reciprocal recognition of license
State (Ntl Agreement)	Kansas / Missouri	Nurse Licensure Compact	Nurse reciprocal recognition of license

Appendix B: Sample Kansas Ordinance

NOTE: This agreement is not determinate upon adoption of an ordinance per KS Statute 12-16,177.

KS Statute 12-16,117 permits a local ordinance to be adopted by the jurisdiction to share resources across state lines. Missouri does not require such a statute.

Here is the ordinance from Johnson County, Kansas:

Sec. 26-1. - Mutual aid policy.

- (a) This section is intended to provide assistance in any form of service including, but not limited to, police, fire, emergency medical service, emergency management, public works, as well as administrative and clerical support during times of disaster as defined in K.S.A. 12-16,117.
- (b) In the event of a disaster, when there is a request for assistance from another municipality within or without the state, if the county can provide assistance without unduly jeopardizing the protection of its own community, the county manager, or his or her designee, in coordination with the emergency management division coordinator, is hereby authorized to provide such assistance as may be requested under authority granted by K.S.A. 12-16,117, with all the privileges and immunities provided therein.
- (c) Any assistance offered or provided pursuant hereto shall not be in conflict with:
 - (1) The county emergency operations plan;
 - (2) Other county resolutions or any existing interlocal agreement;
 - (3) Automatic aid;
 - (4) Intergovernmental or mutual aid agreement or the authority to enter into any such future agreements.
- (d) The Requesting Jurisdiction must be operating under a state or local declaration of disaster emergency as provided for in applicable state statutes.