

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
November 2, 2020 6:00 PM

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

Brauer
Hill

Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Citizens Comments

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

II. Consent Agenda

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

A. Appropriations Ordinance #961

- B. Council Minutes October 19, 2020
- C. 2021 Land Lease Agreement to JCPRD for Sports Dome

III. Business From the Floor

A. Applications / Presentations

- 1. Adopt a Family Presentation - Joanna Rush

IV. Mayor's Report

V. Workshop and Committee Reports

VI. Reports of City Liaisons

- A. Ad Hoc Police Policy Review Committee - Report on Sections from Chapters 1 & 3 of the Police Policy
- B. Ad Hoc Racial Equity Committee Update
- C. Community Foundation Board Update

VII. Ordinances and Resolutions:

VIII. New Business

- A. Committee Appointment and Reappointments
- B. Approve Task Order for Design of Staircase and Crosswalk at Elledge and Roe Lane
- C. Approve Judge and Prosecutor Service Agreements
- D. Reappointment of Judge, Prosecutor, City Engineer and City Attorney

IX. Unfinished Business

X. Workshop Items:

XI. Reports of City Officials:

- A. Update on Roe 2020 Project
- B. Update on R Park Project
- C. 2021 UCS Human Service Fund Recommendations Report

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

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

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

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

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

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

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

Item Number: Pledge of Allegiance- -A.
Committee 11/2/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

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

Item Type:

Recommendation:

See instructions to log in below.

Details:

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

Roeland Park City Council Meeting and Workshop

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

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

You can also dial in using your phone.

United States (Toll Free): 1 877 568 4106

Access Code: 719-374-005

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

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

Please use these tips while listening in:

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

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

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

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

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Consent Agenda- II.-A.
Committee 11/2/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #961**
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 #961	Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, October 29, 2020

Appropriation Ordinance - 11/02/2020 - #961

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 2nd day of November, 2020.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

362,336.05

Appropriation Ordinance - 11/02/2020 - #961

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT		Amount	Chk #	Check Amount
					Date				
Vendor	Dept	Account	Account Description	Reference	Date		Distribution Amount	Check #	Check Amount
ADP, LLC	101	5214.101	Other Contracted Services	566785469	10/28/20		254.56	71376	254.56
Advance Auto Parts	102	5260.102	Vehicle Maintenance	9/30/20 Stmt	10/21/20		31.23	71356	31.23
Airgas USA, LLC	106	5318.106	Tools	9974373916	10/21/20		21.80	71357	21.80
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	D224099	10/28/20		1,061.64	71377	1,061.64
Shawnee Mission Tree Service, Inc	106	5263.106	Tree Maintenance	50172	10/21/20		630.00	71358	630.00
Breeden Holdings, LLC	106	5211.106	Maintenace & Repair Equipment	1059545	10/28/20		70.00	71378	745.70
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1059490	10/28/20		488.45		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1059536	10/28/20		187.25		
Paula Brunsky	101	4795.101	Miscellaneous	10/15/20 Ovrpmt	10/21/20		3.00	71359	3.00
C & C Group	101	5210.101	Maintenance & Repair Building	36668	10/21/20		500.00	71360	500.00
Controlled Environment Products, 110	110	5262.110	Grounds Maintenance	19194	10/28/20		71.64	71379	98.52
Controlled Environment Products, 110	110	5262.110	Grounds Maintenance	19218	10/28/20		26.88		
Columbia Capital Management, LL	101	5209.101	Professional Services	20430005	10/28/20		5,828.05	71380	5,828.05
Dimensional Innovations	.37	5457.37		31826	10/21/20		4,500.00	71361	4,500.00
Dog Waste Depot	110	5262.110	Grounds Maintenance	369662	10/21/20		289.65	71362	289.65
Easton Roofing LLC	300	5470.300	Park Maint/Infrastructure	206269	10/28/20		3,180.00	71381	3,180.00
E. Edwards, Inc.	106	5308.106	Clothing & Uniforms	10162012052	10/21/20		15.00	71363	15.00
ETC Institute	101	5214.101	Other Contracted Services	28249	10/28/20		868.75	71382	868.75
Evergy	101	5201.101	Electric	10/22/20 Multi	10/28/20		1,608.66	71383	2,123.54
Evergy	106	5201.106	Electric	10/22/20 Multi	10/28/20		514.88		
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	INV0796552	10/28/20		199.25	71384	1,078.25
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	INV0798878	10/28/20		879.00		
Natalie Hall	115	5271.115	Composte Bin Rebate Program	10/23/20 Ck Req	10/28/20		75.00	71385	75.00
Hanna Rubber Company	106	5306.106	Materials	1302496IN	10/28/20		184.50	71386	218.74
Hanna Rubber Company	106	5306.106	Materials	1302633IN	10/28/20		19.74		
Hanna Rubber Company	106	5306.106	Materials	1302675IN	10/28/20		14.50		
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	4538	10/21/20		275.00	71364	275.00
Johnson County Mental Health	102	5225.102	Mental Health Co-responder	2Q2020	10/28/20		3,866.85	71387	8,490.05
Johnson County Mental Health	102	5225.102	Mental Health Co-responder	3Q2020	10/28/20		4,623.20		
Kansas Gas Service	101	5289.101	Natural Gas	10/9/20 Multiple	10/21/20		161.32	71365	284.15
Kansas Gas Service	106	5289.106	Natural Gas	10/9/20 Multiple	10/21/20		58.55		
Kansas Gas Service	220	5289.220	Natural Gas	10/9/20 Multiple	10/21/20		64.28		
Lippert Mechanical Service Corp	106	5210.106	Maintenace & Repair Building	SI2070151	10/21/20		1,066.50	71366	1,066.50
Mauer Law Firm PC	101	5215.101	City Attorney	206308	10/28/20		7,828.00	71388	7,828.00
Courtney McCray	101	4250.101	Animal Licenses	10/22/20 Forte	10/28/20		10.00	71389	10.00
Midwest Public Risk	101	5250.101	Insurance & Surety Bonds	16 AL0288 01	10/28/20		858.12	71390	858.12
Moss Printing	106	5203.106	Printing & Advertising	14245	10/28/20		59.00	71391	59.00
Parker Mountain Machine	109	5317.109	Special Law Enforcement Expenses	RPP01	10/21/20		195.75	71367	195.75
Michael Poppa	101	5256.101	Committee Funds	9/17/20 Exp	10/28/20		461.45	71392	461.45

Principal Life Insurance Co.	107	5130.107	City Paid Life/ST Disability	10001	10/17/20	10/28/20	872.63	71393	872.63
Purchase Power	101	5205.101	Postage & Mailing Permits	7903	10/20/20	10/28/20	402.50	71394	402.50
Wex Bank	104	5302.104	Motor Fuels & Lubricants	68057762	10/20/20		22.40	32595	464.98
Wex Bank	106	5302.106	Motor Fuels & Lubricants	68057762	10/20/20		442.58		
RL Mace Universal Design Institut	101	5209.101	Professional Services		10/19/20	10/28/20	1,000.00	71395	1,000.00
Royal Construction Services, LLC	300	5473.300	RPAC Improvements	19523	10/28/20		255,357.15	71396	255,357.15
Staples	101	5301.101	Office Supplies	8059841970	10/21/20		73.20	71368	570.15
Staples	101	5301.101	Office Supplies	8059928794	10/21/20		465.53		
Staples	101	5304.101	Janitorial Supplies	8059841970	10/21/20		31.42		
Terminix Processing Center	106	5214.106	Other Contracted Services	401520645	10/28/20		68.00	71397	68.00
Tyler Technologies, Inc.	103	5410.103	Technology Upgrades	25311687	10/28/20		125.00	71398	125.00
Water District No 1 of Johnson Co	101	5287.101	Water	10/23/20	Multi	10/28/20	102.80	71399	807.42
Water District No 1 of Johnson Co	106	5287.106	Water	10/23/20	Multi	10/28/20	704.62		
WCA Waste Corporation	115	5235.115	Disposal Fees	990000726561	10/28/20		242.90	71400	242.90
WCA Waste Corporation	115	5272.115	Solid Waste Contract	990000729566	10/21/20		43,173.82	71369	43,173.82
Windtrax, Inc	106	5210.106	Maintenace & Repair Building	817910	10/28/20		643.09	71401	863.65
Windtrax, Inc	106	5210.106	Maintenace & Repair Building	817992	10/28/20		77.55		
Windtrax, Inc	106	5210.106	Maintenace & Repair Building	818059	10/28/20		17.44		
Windtrax, Inc	106	5210.106	Maintenace & Repair Building	818123	10/28/20		62.80		
Windtrax, Inc	115	5302.115	Motor Fuels & Lubricants	818259	10/28/20		62.77		
The Work Zone, Inc.	106	5259.106	Traffic Control Signs	57210	10/21/20		463.52	71370	553.52
The Work Zone, Inc.	106	5259.106	Traffic Control Signs	57376	10/21/20		60.00		
The Work Zone, Inc.	106	5259.106	Traffic Control Signs	57385	10/21/20		30.00		
KPERS	101	2040.101	KPERS Accrued Employee	10/22/20	10/22/20		2,367.70		2,367.70
KPERS	107	5123.107	KPERS City Contribution	10/22/20	10/22/20		3,667.18		3,667.18
KP&F	101	2045.101	KP&F Employee Withholding Payab	10/22/20	10/22/20		2,186.54		2,186.54
KP&F	107	5131.107	KP&F City Contribution	10/22/20	10/22/20		6,706.46		6,706.46
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Recurring EFT	10/20/20		1,855.00		1,855.00
							<u>362,336.05</u>		

Item Number: Consent Agenda- II.-B.
Committee 11/2/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Council Minutes October 19, 2020**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
□ Council Minutes October 19, 2020	Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, October 19, 2020 6:00 P.M.

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

Admin

Brauer
Hill

Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

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

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. CMBRS Madigan and McCormack were absent. Staff members present were City Administrator Moody, Assistant City Administrator Jones-Lacy, Public Works Director Scharff, Police Chief Morris, City Clerk Nielsen, and City Attorney Steve Mauer.

Modification of Agenda

There were no modifications made to the agenda.

I. Citizens Comments

Eric Vidoni (5035 Clark) Mr. Vidoni spoke in support of a safe and welcoming ordinance stating it is consistent with the values of Roeland Park. It would provide the police force direction on how to support the community and show their commitment to shared prosperity and security.

Stephanie Iser (5714 Cedar) Ms. Iser is part of the neighborhood group that wants to make Roeland Park safer and more welcoming to all people. She said this can be accomplished by limiting interactions with federal authorities and letting immigrants access resources without fear. She said over 200 people have signed their petition and many organizations have also endorsed their cause. She urged the Governing Body to discuss a proposal in Workshop soon.

Carol Fields (3535 W. 47th Pl.) Ms. Fields read a statement on behalf of Carey Paulette[ph], a member of the Roeland Park Racial Equity Ad Hoc Committee. She said the safe and welcoming ordinance will live up to the City's expressed values and they need to use their actions to show that Roeland Park is safe and welcoming for all.

Andrea Klingner (3712 W. 52nd Terr.) Ms. Klingner spoke on behalf of Mary Peebles[ph](3719 W. 52nd Terr.) who said she lived in an internment camp for two years because she was of Japanese heritage. A safe welcoming ordinance would help protect others from such violations in the future.

II. Consent Agenda

- A. Appropriations Ordinance #960
- B. Council Minutes October 5, 2020

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE THE CONSENT AGENDA AS PRESENTED. (MOTION CARRIED 6-0.)

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

- A. Third Quarter Communications Report

Katie Garcia, the City's Public Information Officer (PIO), said they are focusing on great email communication and social media as a way to reach citizens on a daily basis. In the third quarter, they provided updates on COVID-19, capital projects, community news, and getting information out about the sales tax plan and vote.

On social media they grew 1.6 percent during Q3. Most of the growth is coming from Facebook with some action on Twitter. She reviewed more specific statistics as listed in the agenda packet. Top posts related to the mask mandate, capital projects, the parks, work on Roe and street chip sealing.

Ms. Garcia provided statistics in relation to other neighboring cities noting the City is averaging about 16 engagements per post and is above average.

CMBR Rebne thanked Ms. Garcia for her help with the Community Engagement Committee and getting the information out about the Cutest Pet Contest.

CMBR Hill saw a post about MARC projects they would possibly be getting. She wanted to make sure people know their comments are going to MARC when they thought they were speaking to the City. Ms. Garcia said she will make a note on the site about that.

Mayor Kelly said he appreciates the ways they are making posts. He hoped with the leaf pickup program they could increase their use of video. Ms. Garcia said there are opportunities for videos and will work with Ms. Jones-Lacy on that.

IV. Mayor's Report

- A. Update on Voter-to-Voter Challenge

Mayor Kelly provided an update on the challenge and encouraged everyone to participate in their City-to-City contest for turnout at the polls. The challenge is a part of the Mainstream Coalition which has great tools on their website to get started and track progress.

CMBR Rebne asked if they were putting something on their social media about the City-to-City challenge. Mayor Kelly said they can put the link out on their media accounts and encouraged the citizens to put their contacts in the voter-to-voter tool. He said that Roeland Park always has great voter turnout, but they can always do better.

Ms. Jones-Lacy said if they want to increase their numbers the best way to do that is for every member of the Governing Body to sign up as an ambassador and to sign up their friends and neighbors who live around them. She said it is an easy process.

CMBR Faidley said she is a member of another team and has about 21 contacts on her list. She has used the voter-to-voter program over the last two years and it is quite a bit of fun.

V. Reports of City Liaisons and Committees

A. MARC - First Tier Suburbs

Notes from the last meeting were provided in the agenda packet. CMBR Faidley said they held their virtual meeting October 16th where they discussed universal design. They also talked about the idea book or workbook that was initially created in 2005 and is due for an update. She said many communities felt this would be a much used resource, so MARC is looking at redoing it. The final version will include graphics, design ideas and cost estimates in a range of prices.

B. Aquatic Center Advisory Committee

Tony Nichols, Superintendent of Parks and Recreation, said they discussed the fee structure for the 2021 season. The committee would like to keep the daily fees and the season pass fees similar to the last season they were open. There were possible ideas of a twilight rate at half cost Monday through Friday after 5 p.m. They will finalize their discussions and bring present to the Council in November.

VI. Unfinished Business

No reports were given.

VII. New Business

A. Committee Reappointments

Mayor Kelly recommended to reappoint Matt Heitmann to the Community Engagement Committee.

MOTION: CMBR BRAUER MOVED AND CMBR KELLY SECONDED TO REAPPOINT MATT HEITMANN TO THE COMMUNITY ENGAGEMENT COMMITTEE. (MOTION CARRIED 6-0)

B. Agreement with Westwood Hills for Leaf Pickup

Mayor Kelly presented the annual leaf pickup agreement with Westwood Hills.

CMBR Faidley asked if this was the same rate as last year. Public Works Director Scharff said the fees are a little different with a slight increase this year.

MOTION: CMBR KELLY MOVED AND CMBR FAIDLEY SECONDED TO APPROVE THE LEAF PICKUP AGREEMENT WITH WESTWOOD HILLS. (MOTION CARRIED 6-0)

VIII. Ordinances and Resolutions

A. Resolution 684 - Fees - New Shelter Reservation Fees

This item was tabled from their last meeting to get feedback from residents and the Parks Committee. Attached in the packet are fee schedules for both full and half-day rentals as well as resident and non-resident rates.

Mr. Nichols said he took the resolution to the Parks Committee where they had a lengthy discussion regarding the fees. They committee agreed the non-resident fee should be 1½ times the resident fee. They also discussed residents having priority over non-residents when booking the shelter. The committee proposed that residents have the month of January to reserve the shelter and from February on it would be open to anyone.

Mayor Kelly said they are only establishing the fee structure and not limiting days the shelter can be rented. As they go forward, the Council can use their discretion in determining the number of times and frequency of rental schedules.

Mr. Nichols said he would bring reservations to the Parks Committee for their review. If they discover it is getting overbooked, they can begin blocking out additional dates as needed.

CMBR Rebne asked if it is possible to have the shelter for spontaneous use. Mr. Nichols said if it is not reserved it would always be available for spontaneous use. He said it is hard to forecast how much it will be reserved.

CMBR Kelly said the actual resolution does not have the updated fee schedule. Mr. Nichols said they will update that page in the resolution.

CMBR Rebne asked with large gatherings should there be a concern with COVID. The Community Engagement Committee would like to reserve dates but is wary given they would be representing the City and bringing a large number together. Mayor Kelly said when accepting reservations, they should provide City guidelines regarding COVID and the phased reopening approach should be included.

City Administrator Moody said the guideline is meeting groups are not greater than 45.

CMBR Hill said she feels the rate is still a little high to their residents who have already committed their tax dollars and donations.

MOTION: CMBR REBNE MOVED AND CMBR FAIDLEY SECONDED TO APPROVE RESOLUTION 684 - FEES - NEW SHELTER RESERVATION FEES AS RECOMMENDED BY THE PARKS COMMITTEE. (MOTION CARRIED 6-0)

IX. Reports of City Officials

A. COVID Update

Chris Verbrugge, city intern, stated that Johnson County has launched a new dashboard as well as an updated FAQ page that discussed more about their data collection. The State Finance Council has extended Governor Kelly's state of disaster declaration which is now set to expire November 15, 2020.

Under the Administration/Neighborhood Services is a list of where they are with the Johnson County COVID-19 projects.

City Administrator Moody said they got clarification today the emergency radio replacements will not be included for COVID funds. Of the \$39,000 encumbered in COVID expenses, they're about \$10,000 under the \$213,000 allocation made to Roeland Park. They will have some personnel costs they can submit for reimbursement through the CARES Act and possibly there will be additional funds allocated to municipalities in another phase of funding that Johnson County has put together.

Mayor Kelly reminded everyone to wear a mask, wash their hands, stay socially distanced when possible, and to get a flu shot.

City Administrator Report

City Administrator Moody reported the contractor along Roe Boulevard continues to work on the hardscape north of 51st Street. They are hopeful it might get done this year.

Asst. City Administrator

Ms. Jones-Lacy said the Kansas City Symphony event on Saturday at 5 p.m. will be at the Community Center on the south lot. One of the members of the trio is a Roeland Park resident. She said to bring lawn chairs and picnic baskets.

The Planning Commission meeting for November 20th will discuss residential design standards as well as the massing as approved in the Comprehensive Plan. She invited the Governing Body members to attend as the Commission would welcome their input.

Mayor Kelly reminded everyone to follow the leaf pickup calendar.

X. Adjourn

MOTION: CMBR DICKENS MOVED AND CMBR HILL SECONDED TO ADJOURN. (MOTION CARRIED 6-0)

(Roeland Park City Council Meeting Adjourned at 6:58 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Consent Agenda- II.-C.
Committee 11/2/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/25/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **2021 Land Lease Agreement to JCPRD for Sports Dome**
Item Type:

Recommendation:

Staff recommends approval of the agreement as presented.

Details:

The attached agreement is unchanged from prior years. It provides a one year land lease to JCPRD for the Sports Dome facility located on the Community Center property. The facility is an asset to the community, the operation of the facility is entirely the financial responsibility of JCPRD, and the City does not have any competing plans for use of the land occupied by the Sports Dome in the near term.

The lease price is \$1, as has been the case in prior years.

JCPRD has included \$122,000 for support of the Community Center complex parking/storm water/ADA improvements in their 2021 Capital Projects list. JCPRD is also planning to replace the dome over the sports complex. You will recall that the City is planning to complete parking, storm drainage and ADA improvements in 2021, the improvements are currently being designed by Larkin. We applied for \$200k in CDBG funding for the ADA component of these improvements but our project is not on the list of recommended projects being considered by the County. Once we get final plans and refined cost estimates we will consider our options on how to proceed with the project, we may need to break it up into phases.

Financial Impact

Amount of Request: \$1.00	

Budgeted Item?	Budgeted Amount: Rent Revenue
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

Sustaining the land lease provides for recreation opportunities that may not otherwise be available within the City.

How does item benefit Community for all Ages?

Activities at the Sports Dome cater to residents of all ages.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> 2021 Land Lease to JCPRD for Sports Dome	Cover Memo

**2021 ROELAND PARK SPORTS DOME LEASE AGREEMENT
BETWEEN THE CITY OF ROELAND PARK, KANSAS
AND JOHNSON COUNTY PARK AND RECREATION DISTRICT**

This lease agreement ("Lease Agreement") is entered this 19th day of August, 2020, by and between the City of Roeland Park, Kansas, hereinafter referred to as "City," and Johnson County Park and Recreation District whose address is 7900 Renner Road, Shawnee Mission, Kansas 66219, hereinafter referred to as "JCPRD."

WHEREAS, the City owns the Roeland Park Community Center generally located at 4850 Rosewood, Roeland Park, Kansas, hereinafter referred to as the "Center"; and

WHEREAS, since December 21, 1989, JCPRD has leased from the City a certain piece of property owned by the City and located near the Center on which JCPRD has previously erected, and has operated and continues to operate, an inflatable dome structure commonly known and referred to as the Roeland Park Sports Dome, hereinafter referred to as the "Sports Dome"; and

WHEREAS, JCPRD has established and it conducts programs at the Sports Dome to provide for the recreational, cultural, educational and social needs of Roeland Park residents and/or citizens of Johnson County; and

WHEREAS, JCPRD desires to continue leasing from the City and the City desires to continue leasing to the JCPRD that real property on which the Sports Dome is situated.

WHEREAS, the City Council of the City did approve and authorize its Mayor to execute this Agreement by official vote of said body on the ____ day of _____, 2020; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this Agreement by official vote of said body on the 19th day of August 2020.

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

1. Purpose of the Agreement. The City agrees to lease to JCPRD the general land on which the Sports Dome is situated, including reasonable access thereto. JCPRD shall use the area subject to this lease for the purpose of operating the Sports Dome and its programming therein.

2. Duration of Agreement and Termination. The term of this Agreement shall be effective as of the 1st day of January 2021, shall continue through and inclusive of the 31st day of December 2021, provided that this Agreement may otherwise be renewed annually by both parties by approving an annual Addendum to this Agreement. Notwithstanding anything contained herein to the contrary, this Agreement and any renewal or extension thereof, may be terminated at any time by either party giving

at least ninety (90) days prior written notice to the other party of its intention to terminate this Agreement, and further provided that if the City or JCPRD shall fail or refuse to comply with any of the obligations or provisions herein agreed, the affected party shall have the right to notify the other party in writing of such default; and if the party so notified shall remain in default for thirty (30) days thereafter, the affected party may elect to terminate this Agreement immediately thereafter.

3. No Legal Entity Created. There will be no separate legal entity created under this agreement.

4. Responsibilities.

A. JCPRD agrees as follows:

(1) To pay to the City one dollar (\$1.00) per year for the rental of the real property identified in this Agreement.

(2) To provide all funding and personnel necessary to manage and operate the Sports Dome.

(3) To be solely responsible for and to pay for all maintenance, water utilities used at or by the Sports Dome and for all maintenance, repair, replacement, and general upkeep of equipment used therein or thereon.

(4) JCPRD may not make any physical changes to the premises except as approved in advance in writing by the City.

(5) Only persons qualified to conduct programs will be permitted to instruct, lead or supervise the classes and it shall be the responsibility of JCPRD to insure that the instructors are qualified.

(6) To operate the Sports Dome at times not to exceed the hours of 8:00 a.m. to 11:00 p.m., Sunday through Thursday, and 8:00 a.m. to Midnight, Fridays and Saturdays.

(7) To provide security and supervision of the Sports Dome during all scheduled operating hours.

(8) To notify the City, if for mechanical reasons or inclement weather, the Sports Dome will not be operated during previously scheduled hours.

(9) To provide for use a trash container at the Sports Dome with regularly scheduled pick-up and removal.

(10) To generally maintain all sidewalks at the Sports Dome, including

snow removal.

(11) To obtain and maintain in full force and effect the insurance coverage as set forth in Paragraph 5.

(12) It is not the agent of the City and it will not hold itself out as the agent of the City, nor as offering a program which has either been approved or is supervised by the City.

(13) It will abide by the laws of the government of the United States and the statutes of the State of Kansas and the ordinances of the City of Roeland Park, Kansas.

B. The City agrees as follows:

- (1) To lease to JCPRD for one dollar (\$1.00) per year for the property identified in this Agreement.
- (2) To provide the public use of the City's parking lots for participants engaged in the program activities at the Sports Dome.
- (3) To maintain all roadways and parking areas, providing access and use by pedestrians and vehicular traffic including snow removal.

5. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this contract, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. The District shall offer to the City other evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. The Certificate of Insurance shall list the City as an additional insured. The Certificate shall list the following insurance coverage:

Commercial General Liability	\$ 500,000
General Aggregate	\$1,000,000
Products	\$1,000,000
Personal and Advertisement Injury	\$ 500,000
Personal & Advertisement (each occurrence)	\$ 500,000
Fire Damage	\$ 300,000

Workers Compensation and Employers Liability as determined by Kansas Statutes

6. Acquisition, Holding and Disposal of Property. The land and fixtures, including the entrance structure and concrete floor, shall remain the property of the City and the actual dome at the Sports Dome

and the tangible personal property and equipment of JCPRD located and/or used therein is and shall remain the property of JCPRD. No land, equipment or other tangible personal property is to be jointly owned. At the end of the term of this Agreement and any renewals or extensions thereof, JCPRD reserves the right to dismantle and dispose of its dome and all of its tangible personal property and equipment located and/or used therein.

7. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Lease Agreement shall supersede all prior verbal statements of any and every official and/or other representative of the City and JCPRD, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written Lease Agreement.

8. Inspection of Premises by City. The City shall have the right to inspect the Sports Dome and facilities occupied by JCPRD at all reasonable times.

9. Indemnification. JCPRD shall indemnify, defend and hold City harmless from any and all liability, injury, damage, loss claims, costs and expenses which may arise from or in connection with the rights and privileges granted to JCPRD herein and the use of the real property on which the Sports Dome is situated. However, JCPRD's indemnification and obligation shall not apply to such liability, injury, damage or loss as is determined to be caused by the negligence or willful and intentional conduct of the City, its employees, agents or representatives. Nothing in this Agreement shall constitute a waiver by JCPRD of any defense JCPRD may have against a third party under the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. and amendments thereto.

10. Provisions Separable. It is the intent of the parties hereto in the preparation and execution of the Agreement to avoid a conflict with the State of Kansas; and if any provisions herein are found to be in conflict with the State Cash Basis or Budget, Law, or any other state law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of this Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

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

CITY OF ROELAND PARK

Date: _____

Mike Kelly, Mayor

ATTEST:

By: _____
Kelley Nielsen, City Clerk

BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

Date: _____

George Schlagel, Chair

APPROVED AS TO FORM:

Fred J. Logan, Jr., JCPRD Legal Counsel

Item Number: Applications/Presentations- A.-1.
Committee 11/2/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 10/29/2020
Submitted By: Staff
Committee/Department: Admin.
Title: **Adopt a Family Presentation - Joanna Rush**
Item Type: Presentation

Recommendation:

Information only, Joanna Rush will provide an oral report at the meeting.

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Reports of City Liaisons- VI.-A.
Committee 11/2/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 10/29/2020
Submitted By: Keith Moody
Committee/Department: Ad Hoc Police Policy Review Committee
Title: **Ad Hoc Police Policy Review Committee - Report on Sections from Chapters 1 & 3 of the Police Policy**
Item Type: Report

Recommendation:

Informational, Lisa Brunner the Chair of the Police Policy Review Committee and Sergeant Cliff Chaffee (project lead) will report on the sections of the police policy that have been reviewed and recommended for adoption.

Details:

Attached are the following Sections of the Police Policy:

- 100 – Law Enforcement Authority
- 101 – Chief Executive Order
- 102 – Oath of Office
- 103 – Policy Manual
- 302 – Handcuffing and Restraints
- 303 – Control Devices
- 304 – Conducted Energy Drive
- 307 – Vehicle Pursuits
- 308 – Foot Pursuits

Department policies may be developed and implemented by directors, no department policy shall conflict with any other policy or law adopted by the City. The Police Policy therefore does not require approval by Council, these reports are intended to keep the Council informed on the policy review process along with the content of the policy. Staff will be trained on the new policies and the policies will be implemented in series to avoid undue burden to the staff.

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"/> Table of Contents	Cover Memo
<input type="checkbox"/> Section 100- Law Enforcement Authority	Cover Memo
<input type="checkbox"/> Section 101- Chief Executive Officer	Cover Memo
<input type="checkbox"/> Section 102- Oath of Office	Cover Memo
<input type="checkbox"/> Section 103- Policy Manual	Cover Memo
<input type="checkbox"/> Section 302- Handcuffing and Restraints	Cover Memo
<input type="checkbox"/> Section 303- Control Devices	Cover Memo
<input type="checkbox"/> Section 304- Conducted Energy Devices	Cover Memo
<input type="checkbox"/> Section 307- Vehicle Pursuits	Cover Memo
<input type="checkbox"/> Section 308- Foot Pursuits	Cover Memo

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Law Enforcement Authority

100.1 PURPOSE AND SCOPE

The purpose of this policy is to affirm the authority of the members of the Roeland Park Police Department to perform their functions based on established legal authority.

100.2 POLICY

It is the policy of the Roeland Park Police Department to limit its members to only exercise the authority granted to them by law.

While this department recognizes the power of peace officers to make arrests and take other enforcement action, officers are encouraged to use sound discretion in the enforcement of the law. This department does not tolerate abuse of law enforcement authority.

100.3 LAW ENFORCEMENT OFFICER POWERS

Certified members of this department are authorized to exercise law enforcement officer powers pursuant to applicable state law (K.S.A. § 12-4111; K.S.A. § 19-813).

100.3.1 ARREST AUTHORITY WITHIN THE JURISDICTION OF THE ROELAND PARK POLICE DEPARTMENT

An officer may arrest a person under any of the following circumstances (K.S.A. § 22-2401):

- (a) The officer has a warrant commanding that the person be arrested.
- (b) The officer has probable cause to believe that a warrant for the person's arrest has been issued in this state or in another jurisdiction for a felony.
- (c) The officer has probable cause to believe that the person is committing or has committed:
 - 1. A felony.
 - 2. A misdemeanor and the officer has probable cause to believe that:
 - (a) The person will not be apprehended or evidence of the crime will be lost unless the person is immediately arrested.
 - (b) The person may cause injury to him/herself or others or damage to property unless immediately arrested.
 - (c) The person has intentionally inflicted bodily harm to another person.
- (d) The person commits any crime, except a traffic infraction or a cigarette or tobacco infraction, in the officer's view.

100.3.2 ARREST AUTHORITY OUTSIDE THE JURISDICTION OF THE ROELAND PARK POLICE DEPARTMENT

An officer employed by the City may exercise powers as a law enforcement officer outside the City limits when (K.S.A. § 22-2401a; K.S.A. § 48-934):

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- (a) On property owned or under the control of the City.
- (b) A request for assistance has been made by law enforcement or corrections officers from that place (K.S.A. § 48-3602).
- (c) In fresh pursuit of a person.
- (d) Engaged in maintaining or restoring the public peace, safety or protection of life or property during a state of disaster emergency proclaimed by the governor.

100.3.3 TRANSFER TO PROPER JURISDICTION

Whenever an officer makes an arrest outside of the department's jurisdiction, the officer should contact the proper law enforcement authority in the jurisdiction where the arrest occurred as soon as practicable. The arresting officer should ensure that the receiving agency has any necessary affidavits or evidence needed to support the probable cause for arrest or apprehension (K.S.A. § 48-3602).

100.3.4 GRANTING AUTHORITY TO OTHERS

Officers making an arrest may command the assistance of any person who may be in the vicinity. That person shall have the same authority to arrest as the officer (K.S.A. § 22-2407).

100.4 INTERSTATE LAW ENFORCEMENT OFFICER POWERS

Law enforcement officer powers may be extended to other states:

- (a) As applicable under interstate compacts, memorandums of understanding or mutual aid agreements in compliance with the laws of each state.
- (b) When an officer enters and continues in fresh pursuit of a person:
 - 1. In Colorado, to arrest the person for a crime committed in Kansas (CRS § 16-3-104).
 - 2. In Nebraska and Oklahoma, to arrest the person for a felony committed in Kansas (Neb. Rev. Stat. § 29-416; 22 O.S. § 221).
 - 3. In Missouri, to arrest the person for a felony or the crime of driving while intoxicated in Kansas (§ 544.155.1, RSMo).

When an officer makes an arrest in another state, the officer shall take the offender to the appropriate judicial official in the county where the arrest occurred without unnecessary delay (CRS § 16-3-104; Neb. Rev. Stat. § 29-417; 22 O.S. § 222; § 544.155.2, RSMo).

100.5 CONSTITUTIONAL REQUIREMENTS

All members shall observe and comply with every person's clearly established rights under the United States and Kansas Constitutions.

Chief Executive Officer

101.1 PURPOSE AND SCOPE

All law enforcement Chief Executive Officers employed within the State of Kansas are required to meet specific requirements for appointment. This policy provides guidelines for the appointment of the Chief Executive Officer of the Roeland Park Police Department, who is required to exercise the powers and duties of the office as prescribed by state law (K.S.A. § 19-801b; K.S.A. § 19-4408; K.S.A. § 19-4431; K.S.A. § 19-4475; K.S.A. § 74-5605).

101.2 POLICY

It is the policy of the Roeland Park Police Department that the Chief of Police meets the minimum standards for exercising his/her authority granted by law.

101.3 CHIEF OF POLICE REQUIREMENTS

The Chief of Police of this department, as a condition of continued employment, shall meet the qualification standards and be certified by the Kansas Commission on Peace Officers' Standards and Training (KS-CPOST) unless a provisional certificate is granted or the requirement is waived (K.S.A. § 74-5605; K.S.A. § 74-5607a; K.S.A. § 74-5608a).

Oath of Office

102.1 PURPOSE AND SCOPE

The purpose of this policy is to ensure that oaths, when appropriate, are administered to department members.

102.2 POLICY

It is the policy of the Roeland Park Police Department that, when appropriate, department members affirm the oath of their office as an expression of commitment to the constitutional rights of those served by the Department and the dedication of its members to their duties (K.S.A. § 75-4310).

102.3 OATH OF OFFICE

All department members, when appropriate, shall subscribe in writing to the following oath or affirmation, in addition to any other form of oath or affirmation required. If a member is opposed to taking an oath, he/she shall be permitted to substitute the words “sincerely and truly declare and affirm” for the word “swear” and the words “I do this under the pains and penalties of perjury” for “so help me God” (K.S.A. § 54-102; K.S.A. § 54-103; K.S.A. § 54-104; K.S.A. § 54-106).

I do solemnly swear that I will support the constitution of the United States and the constitution of the state of Kansas, and faithfully discharge the duties of the office on which I am about to enter _____. So help me God.

As a condition to certification, officers shall also swear or affirm the following (K.A.R. 106-3-6):

On my honor, I will never betray my badge, my integrity, my character, or the public trust. I will always have the courage to hold myself and others accountable for our actions. I will always uphold the constitution of the United States and of the state of Kansas, my community, and the agency I serve.

102.4 MAINTENANCE OF RECORDS

The oath of office shall be filed prescribed by law (K.S.A. § 75-4310).

Policy Manual

103.1 PURPOSE AND SCOPE

The manual of the Roeland Park Police Department is hereby established and shall be referred to as the Policy Manual or the manual. The manual is a statement of the current policies, procedures, rules and guidelines of this department. All members are to conform to the provisions of this manual.

All prior and existing manuals, orders and regulations that are in conflict with this manual are rescinded, except to the extent that portions of existing manuals, orders and other regulations that have not been included herein shall remain in effect where they do not conflict with the provisions of this manual.

103.2 POLICY

Except where otherwise expressly stated, the provisions of this manual shall be considered as guidelines. It is recognized that the work of law enforcement is not always predictable and that circumstances may arise that warrant departure from these guidelines. It is the intent of this manual to be viewed from an objective standard, taking into consideration the sound discretion entrusted to members of this department under the circumstances reasonably available at the time of any incident.

103.2.1 DISCLAIMER

The provisions contained in the Policy Manual are not intended to create an employment contract nor any employment rights or entitlements. The policies contained within this manual are for the internal use of the Roeland Park Police Department and shall not be construed to create a higher standard or duty of care for civil or criminal liability against the City, its officials or department members. Violations of any provision of any policy contained within this manual shall only form the basis for administrative action, training or discipline. The Roeland Park Police Department reserves the right to revise any policy content, in whole or in part.

103.3 AUTHORITY

The Chief of Police shall be considered the ultimate authority for the content and adoption of the provisions of this manual and shall ensure compliance with all applicable federal, state and local laws. The Chief of Police or the authorized designee is authorized to issue Departmental Directives, which shall modify those provisions of the manual to which they pertain. Departmental Directives shall remain in effect until such time as they may be permanently incorporated into the manual.

103.4 DEFINITIONS

The following words and terms shall have these assigned meanings throughout the Policy Manual, unless it is apparent from the content that they have a different meaning:

Adult - Any person 18 years of age or older.

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City - The City of City of Roeland Park, Kansas.

Civilian - Employees and volunteers who are not law enforcement officers.

DCF - Department of Children and Families (includes Adult Protective Services and Child Protective Services)

Department/RPPD - The Roeland Park Police Department.

DMV - Department of Revenue, Division of Vehicles

Employee - Any person employed by the Department.

Employment agreement - Includes any collective bargaining agreement, memorandum of understanding, memorandum of agreement or any other employment contract or conditions of employment

KASPER - Kansas Adult Supervised Population Electronic Repository

KBI - Kansas Bureau of Investigation

KCJIS - Kansas Criminal Justice Information System

KDHE - Kansas Department of Health and Environment

KDOC - Kansas Department of Correction

KDOT - Kansas Department of Transportation

KHP - Kansas Highway Patrol

KLETC - Kansas Law Enforcement Training Center

KORA – Kansas Open Records Act

KS-CPOST - The Kansas Commission on Police Officers' Standards and Training

K.A.R. - Kansas Administrative Regulations; for example, K.A.R. 106-3-1, which shows the agency, article and section

K.S.A. - General Laws of the state of Kansas; for example, K.S.A. § 21-5412(b)(2), which shows the chapter, article, section and subsection

Manual - The Roeland Park Police Department Policy Manual.

May - Indicates a permissive, discretionary or conditional action.

Member - Any person employed or appointed by the Roeland Park Police Department, including:

- Full- and part-time employees
- Certified law enforcement officers
- Reserve, auxiliary officers
- Civilian employees

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- Volunteers

Officer - Those employees, regardless of rank, who are law enforcement officer employees of the Roeland Park Police Department pursuant to K.S.A. § 74-5602(g).

Official Custodian or custodian assigned - Any officer or employee of a public agency who is responsible for the maintenance of public records, regardless of whether such records are in the officer's or employee's actual personal custody and control, or any person designated by the Official Custodian to carry out the duties of custodian of this act (K.S.A. § 45-217).

On-duty - A member's status during the period when he/she is actually engaged in the performance of his/her assigned duties.

Order - A written or verbal instruction issued by a superior.

Rank - The title of the classification held by an officer.

Shall or will - Indicates a mandatory action.

Should - Indicates a generally required or expected action, absent a rational basis for failing to conform.

Supervisor - A person in a position of authority that may include responsibility for hiring, transfer, suspension, promotion, discharge, assignment, reward or discipline of other department members, directing the work of other members or having the authority to adjust grievances. The supervisory exercise of authority may not be merely routine or clerical in nature but requires the use of independent judgment.

The term "supervisor" may also include any person (e.g., officer-in-charge, lead or senior worker) given responsibility for the direction of the work of others without regard to a formal job title, rank or compensation.

When there is only one department member on-duty, that person may also be the supervisor, except when circumstances reasonably require the notification or involvement of the member's off-duty supervisor or an on-call supervisor.

103.5 ISSUING THE POLICY MANUAL

An electronic version of the Policy Manual will be made available to all members on the department network for viewing and printing. No changes shall be made to the manual without authorization from the Chief of Police or the authorized designee.

Each member shall acknowledge that he/she has been provided access to and has had the opportunity to review the Policy Manual and Departmental Directives. Members shall seek clarification as needed from an appropriate supervisor for any provisions that they do not fully understand.

103.6 PERIODIC REVIEW OF THE POLICY MANUAL

The Chief of Police will ensure that the Policy Manual is periodically reviewed and updated as necessary.

103.7 REVISIONS TO POLICIES

All revisions to the Policy Manual will be provided to each member on or before the date the policy becomes effective. Each member will be required to acknowledge that he/she has reviewed the revisions and shall seek clarification from an appropriate supervisor as needed.

Members are responsible for keeping abreast of all Policy Manual revisions.

Each sergeant will ensure that members under his/her command are aware of any Policy Manual revision.

All department members suggesting revision of the contents of the Policy Manual shall forward their written suggestions to the Chief of Police, who will consider the recommendations and forward them to the command staff as appropriate.

Handcuffing and Restraints

302.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of handcuffs and other restraints during detentions and arrests.

302.2 POLICY

The Roeland Park Police Department authorizes the use of restraint devices in accordance with this policy, the Use of Force Policy and department training. Restraint devices shall not be used to punish, to display authority or as a show of force.

302.3 USE OF RESTRAINTS

Only members who have successfully completed Roeland Park Police Department-approved training on the use of restraint devices described in this policy are authorized to use these devices.

When deciding whether to use any restraint, officers should carefully balance officer safety concerns with factors that include, but are not limited to:

- The circumstances or crime leading to the arrest.
- The demeanor and behavior of the arrested person.
- The age and health of the person.
- Whether the person is known to be pregnant.
- Whether the person has a hearing or speaking disability. In such cases, consideration should be given, safety permitting, to handcuffing to the front in order to allow the person to sign or write notes.
- Whether the person has any other apparent disability.

302.3.1 RESTRAINT OF DETAINEES

Situations may arise where it may be reasonable to restrain a person who may, after brief investigation, be released without arrest. Unless arrested, the use of restraints on detainees should continue only for as long as is reasonably necessary to ensure the safety of officers and others. When deciding whether to remove restraints from a detainee, officers should continuously weigh the safety interests at hand against the continuing intrusion upon the detainee.

302.3.2 RESTRAINT OF PREGNANT PERSONS

Persons who are known to be pregnant should be restrained in the least restrictive manner that is effective for officer safety. Leg irons, waist chains, or handcuffs behind the body should not be used unless the officer has a reasonable suspicion that the person may resist, attempt escape, injure self or others, or damage property.

Handcuffing and Restraints

No person who is in labor, delivery, or recovery after delivery shall be handcuffed or restrained except in extraordinary circumstances and only when a supervisor makes an individualized determination that such restraints are necessary for the safety of the arrestee, officers, or others.

302.3.3 RESTRAINT OF JUVENILES

A juvenile under 14 years of age should not be restrained unless he/she is suspected of a dangerous felony or when the officer has a reasonable suspicion that the juvenile may resist, attempt escape, injure him/herself, injure the officer or damage property.

302.3.4 NOTIFICATIONS

Whenever an officer transports a person with the use of restraints other than handcuffs, the officer shall inform the jail staff upon arrival at the jail that restraints were used. This notification should include information regarding any other circumstances the officer reasonably believes would be potential safety concerns or medical risks to the person (e.g., prolonged struggle, extreme agitation, impaired respiration) that may have occurred prior to, or during, transportation to the jail.

302.4 APPLICATION OF HANDCUFFS OR PLASTIC CUFFS

Handcuffs, including temporary nylon or plastic cuffs, may be used only to restrain a person's hands to ensure officer safety.

Although recommended for most arrest situations, handcuffing is discretionary and not an absolute requirement of the Department. Officers should consider handcuffing any person they reasonably believe warrants that degree of restraint. However, officers should not conclude that in order to avoid risk every person should be handcuffed regardless of the circumstances.

In most situations, handcuffs should be applied with the hands behind the person's back. When feasible, handcuffs should be double-locked to prevent tightening, which may cause undue discomfort or injury to the hands or wrists.

In situations where one pair of handcuffs does not appear sufficient to restrain the person or may cause unreasonable discomfort due to the person's size, officers should consider alternatives, such as using an additional set of handcuffs or multiple plastic cuffs.

Handcuffs should be removed as soon as it is reasonable or after the person has been searched and is safely confined within a detention facility.

302.5 APPLICATION OF SPIT HOODS

Spit hoods are temporary protective devices designed to prevent the wearer from biting and/or transferring or transmitting fluids (saliva and mucous) to others.

Spit hoods may be placed upon persons in custody when the officer reasonably believes the person will bite or spit, either on a person or in an inappropriate place. They are generally used during application of a physical restraint, while the person is restrained, or during or after transport.

Officers utilizing spit hoods should ensure that the spit hood is fastened properly to allow for adequate ventilation and that the restrained person can breathe normally. Officers should provide

Handcuffing and Restraints

assistance during the movement of a restrained person due to the potential for impairing or distorting that person's vision. Officers should avoid comingling those wearing spit hoods with other detainees.

Spit hoods should not be used in situations where the restrained person is bleeding profusely from the area around the mouth or nose, or if there are indications that the person has a medical condition, such as difficulty breathing or vomiting. In such cases, prompt medical care should be obtained. If the person vomits while wearing a spit hood, the spit hood should be promptly removed and discarded. Persons who have been sprayed with oleoresin capsicum (OC) spray should be thoroughly decontaminated, including hair, head and clothing, prior to application of a spit hood.

Those who have been placed in a spit hood should be continually monitored and shall not be left unattended until the spit hood is removed. Spit hoods shall be discarded after each use.

302.6 APPLICATION OF AUXILIARY RESTRAINT DEVICES

Auxiliary restraint devices include transport belts, waist or belly chains, transportation chains, leg irons and other similar devices. Auxiliary restraint devices are intended for use during long-term restraint or transportation. They provide additional security and safety without impeding breathing, while permitting adequate movement, comfort and mobility.

Only department-authorized devices may be used. Any person in auxiliary restraints should be monitored as reasonably appears necessary.

302.7 APPLICATION OF LEG RESTRAINT DEVICES

Leg restraints may be used to restrain the legs of a violent or potentially violent person when it is reasonable to do so during the course of detention, arrest or transportation. Only restraint devices approved by the Department shall be used.

In determining whether to use the leg restraint, officers should consider:

- (a) Whether the officer or others could be exposed to injury due to the assaultive or resistant behavior of a person.
- (b) Whether it is reasonably necessary to protect the person from his/her own actions (e.g., hitting his/her head against the interior of the patrol vehicle, running away from the arresting officer while handcuffed, kicking at objects or officers).
- (c) Whether it is reasonably necessary to avoid damage to property (e.g., kicking at windows of the patrol vehicle).

302.7.1 GUIDELINES FOR USE OF LEG RESTRAINTS

When applying leg restraints the following guidelines should be followed:

- (a) If practicable, officers should notify a supervisor of the intent to apply the leg restraint device. In all cases, a supervisor shall be notified as soon as practicable after the application of the leg restraint device.

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- (b) Once applied, absent a medical or other emergency, restraints should remain in place until the officer arrives at the jail or other facility or the person no longer reasonably appears to pose a threat.
- (c) Once secured, the person should be placed in a seated or upright position, secured with a seat belt, and shall not be placed on his/her stomach for an extended period, as this could reduce the person's ability to breathe.
- (d) The restrained person should be continually monitored by an officer while in the leg restraint. The officer should ensure that the person does not roll onto and remain on his/her stomach.
- (e) The officer should look for signs of labored breathing and take appropriate steps to relieve and minimize any obvious factors contributing to this condition.
- (f) When transported by emergency medical services, the restrained person should be accompanied by an officer when requested by medical personnel. The transporting officer should describe to medical personnel any unusual behaviors or other circumstances the officer reasonably believes would be potential safety or medical risks to the person (e.g., prolonged struggle, extreme agitation, impaired respiration).

302.8 REQUIRED DOCUMENTATION

If a person is restrained and released without an arrest, the officer shall document the details of the detention and the need for handcuffs or other restraints.

If a person is arrested, the use of handcuffs or other restraints shall be documented in the related report.

Officers should document the following information in reports, as appropriate, when restraints other than handcuffs are used on a person:

- (a) The factors that led to the decision to use restraints.
- (b) Supervisor notification and approval of restraint use.
- (c) The types of restraint used.
- (d) The amount of time the person was restrained.
- (e) How the person was transported and the position of the person during transport.
- (f) Observations of the person's behavior and any signs of physiological problems.
- (g) Any known or suspected drug use or other medical problems.

302.9 TRAINING

Subject to available resources, the Training Sergeant should ensure that officers receive periodic training on the proper use of handcuffs and other restraints, including:

- (a) Proper placement and fit of handcuffs and other restraint devices approved for use by the Department.

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- (b) Response to complaints of pain by restrained persons.
- (c) Options for restraining those who may be pregnant without the use of leg irons, waist chains, or handcuffs behind the body.
- (d) Options for restraining amputees or those with medical conditions or other physical conditions that may be aggravated by being restrained.

Control Devices

303.1 PURPOSE AND SCOPE

This policy provides guidelines for the use and maintenance of control devices that are described in this policy.

303.2 POLICY

In order to control individuals who are violent or who demonstrate the intent to be violent, the Roeland Park Police Department authorizes officers to use control devices in accordance with the guidelines in this policy and the Use of Force Policy. The Chief of Police may also authorize other positions or individual department members to use specific control devices.

303.3 ISSUING, CARRYING AND USING CONTROL DEVICES

Control devices described in this policy may be carried and used by members of this department only if the device has been issued by the Department or approved by the Chief of Police or the authorized designee.

Only those members who have successfully completed department-approved training in the use of any control device are authorized to carry and use the device.

Control devices may be used when a decision has been made to control, restrain or arrest a person who is violent or who demonstrates the intent to be violent and the use of the device appears reasonable under the circumstances. When reasonable, a verbal warning and opportunity to comply should precede the use of these devices.

303.4 RESPONSIBILITIES

303.4.1 SHIFT SERGEANT RESPONSIBILITIES

The Shift Sergeant may authorize the use of a control device by selected department members who may not currently be issued or carrying the control device or by those in specialized assignments who have successfully completed the required training.

303.4.2 RANGEMASTER RESPONSIBILITIES

The Rangemaster shall control the inventory and issuance of all control devices and shall ensure that all damaged, inoperative, outdated or expended control devices or munitions are properly disposed of, repaired or replaced.

Every control device will be periodically inspected by the Rangemaster or the designated instructor for a particular control device. The inspection shall be documented.

303.4.3 USER RESPONSIBILITIES

All normal maintenance, charging or cleaning shall remain the responsibility of personnel using the various devices.

Control Devices

Any damaged, inoperative, outdated or expended control devices or munitions, along with documentation explaining the cause of the damage, shall be returned to the Rangemaster for disposition. Documentation shall also be forwarded through the chain of command, when appropriate, explaining the cause of damage.

303.5 BATON GUIDELINES

The need to immediately control a suspect must be weighed against the risk of causing serious injury. The head, neck, throat, spine, heart, kidneys and groin should not be intentionally targeted except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to him/herself or others.

When carrying a baton, uniformed personnel shall carry the baton in its authorized holder on the equipment belt. Plainclothes and non-field personnel may carry the baton as authorized and in accordance with the needs of their assignments or at the direction of their supervisors.

303.6 TEAR GAS GUIDELINES

Tear gas may be used for crowd control, crowd dispersal or against barricaded suspects, based on the circumstances. Only the Shift Sergeant, Incident Commander or Special Weapons and Tactics Team Commander may authorize the delivery and use of tear gas, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

When practicable, fire and emergency medical services personnel should be alerted or summoned to the scene prior to the deployment of tear gas to control any fires and to assist in providing medical aid or gas evacuation, if needed.

303.7 OLEORESIN CAPSICUM (OC) GUIDELINES

As with other control devices, OC spray and pepper projectiles may be considered for use to bring under control an individual or group of individuals who are engaging in, or are about to engage in, violent behavior. Pepper projectiles and OC spray should not, however, be used against individuals or groups who merely fail to disperse or do not reasonably appear to present a risk to the safety of department members or the public.

303.7.1 OC SPRAY

Uniformed members carrying OC spray shall carry the device in its holster on the equipment belt. Plainclothes and non-field members may carry OC spray as authorized, in accordance with the needs of their assignments or at the direction of their supervisors.

303.7.2 PEPPER PROJECTILE SYSTEMS

Pepper projectiles are plastic spheres that are filled with a derivative of OC powder. Because the compressed gas launcher delivers the projectiles with enough force to burst the projectiles on impact and release the OC powder, the potential exists for the projectiles to inflict injury if they strike the head, neck, spine or groin. Therefore, personnel using a pepper projectile system should

Control Devices

not intentionally target those areas, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.

Officers encountering a situation that warrants the use of a pepper projectile system shall notify a supervisor as soon as practicable. A supervisor shall respond to all pepper projectile system incidents where an individual has been hit or exposed to the chemical agent. The supervisor shall ensure that all notifications and reports are completed as required by the Use of Force Policy.

Each deployment of a pepper projectile system shall be documented. This includes situations where the launcher was directed toward an individual, whether or not the launcher was used. Unintentional discharges shall be promptly reported to a supervisor and documented on the appropriate report form. Only non-incident use of a pepper projectile system, such as training or a product demonstration, is exempt from the reporting requirement.

303.7.3 TREATMENT FOR OC EXPOSURE

Persons who have been sprayed with or otherwise affected by the use of OC should be promptly provided with clean water to cleanse the affected areas. Those who complain of further severe effects shall be examined by appropriate medical personnel.

303.8 POST-APPLICATION NOTICE

Whenever tear gas or OC has been introduced into a residence, building interior, vehicle or other enclosed area, the owners or available occupants should be provided with notice of the possible presence of residue which could result in irritation or injury if the area is not properly cleaned. Such notice should include advisement that cleanup will be at the owner's expense. Information regarding how and when the notice was delivered and the individuals notified should be included in related reports.

303.9 KINETIC ENERGY PROJECTILE GUIDELINES

This department is committed to reducing the potential for violent confrontations. Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.

303.9.1 DEPLOYMENT AND USE

Only department-approved kinetic energy munitions shall be carried and deployed. Approved munitions may be used to compel an individual to cease his/her actions when such munitions present a reasonable option.

Officers are not required or compelled to use approved munitions in lieu of other reasonable tactics if the involved officer determines that deployment of these munitions cannot be done safely. The safety of hostages, innocent persons and officers takes priority over the safety of individuals engaged in criminal or suicidal behavior.

Circumstances appropriate for deployment include, but are not limited to, situations in which:

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- (a) The suspect is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions.
- (b) The suspect has made credible threats to harm him/herself or others.
- (c) The suspect is engaged in riotous behavior or is throwing rocks, bottles or other dangerous projectiles at officers, other department members and/or other people.
- (d) There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders.

303.9.2 DEPLOYMENT CONSIDERATIONS

Before discharging projectiles, the officer should consider such factors as:

- (a) Distance and angle to target.
- (b) Type of munitions employed.
- (c) Type and thickness of subject's clothing.
- (d) The subject's proximity to others.
- (e) The location of the subject.
- (f) Whether the subject's actions dictate the need for an immediate response and the use of control devices appears appropriate.

A verbal warning of the intended use of the device should precede its application, unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to give the individual a reasonable opportunity to voluntarily comply and to warn other officers and individuals that the device is being deployed.

Officers should keep in mind the manufacturer's recommendations and their training regarding effective distances and target areas. However, officers are not restricted solely to use according to manufacturer recommendations. Each situation must be evaluated on the totality of circumstances at the time of deployment.

The need to immediately incapacitate the suspect must be weighed against the risk of causing serious injury or death. The head and neck should not be intentionally targeted, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.

303.9.3 SAFETY PROCEDURES

Shotguns specifically designated for use with kinetic energy projectiles will be specially marked in a manner that makes them readily identifiable as such.

Officers will inspect shotguns and projectiles at the beginning of each shift to ensure that the shotguns are in proper working order and the projectiles are of the approved type and appear to be free from defects.

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When they are not deployed, shotguns will be unloaded and properly and securely stored in police department vehicles. When deploying a kinetic energy projectile shotgun, officers shall visually inspect the kinetic energy projectiles to ensure that conventional ammunition is not being loaded into the shotgun.

Absent compelling circumstances, officers who must transition from conventional ammunition to kinetic energy projectiles will employ the two-person rule for loading. The two-person rule is a safety measure in which a second officer watches the unloading and loading process to ensure that the weapon is completely emptied of conventional ammunition.

303.10 TRAINING FOR CONTROL DEVICES

The Training Sergeant shall ensure that those members who are authorized to carry a control device have been properly trained and certified to carry the specific control device and are retrained or recertified as necessary.

- (a) Proficiency training shall be monitored and documented by a certified, control-device weapons or tactics instructor.
- (b) All training and proficiency for control devices will be documented in the member's training file.
- (c) Members who fail to demonstrate proficiency with the control device or knowledge of the Use of Force Policy will be provided remedial training. If a member cannot demonstrate proficiency with a control device or knowledge of the Use of Force Policy after remedial training, the member will be restricted from carrying the control device and may be subject to discipline.

303.11 REPORTING USE OF CONTROL DEVICES

Any application of a control device shall be documented in the related incident report and reported pursuant to the Use of Force Policy.

Conducted Energy Device

304.1 PURPOSE AND SCOPE

This policy provides guidelines for the issuance and use of the TASER (TM).

304.2 POLICY

The TASER device is used to control a violent or potentially violent individual. The appropriate use of such a device should result in fewer serious injuries to officers and suspects.

304.3 ISSUANCE AND CARRYING TASER DEVICES

Only officers who have successfully completed department-approved training may be issued and may carry the TASER device.

TASER devices are issued for use during an officer's current assignment. Those leaving a particular assignment may be required to return the device to the department inventory.

Officers shall only use the TASER device and cartridges that have been issued by the Department. Uniformed officers who have been issued the TASER device shall wear the device in an approved holster. Non-uniformed officers may secure the TASER device in the driver's compartment of their vehicles.

Members carrying the TASER device should perform a spark test prior to every shift.

When carried while in uniform, officers shall carry the TASER device in a weak-side holster on the side opposite the duty weapon.

- (a) All TASER devices shall be clearly and distinctly marked to differentiate them from the duty weapon and any other device.
- (b) Whenever practicable, officers should carry two or more cartridges on their person when carrying the TASER device.
- (c) Officers shall be responsible for ensuring that the issued TASER device is properly maintained and in good working order.
- (d) Officers should not hold a firearm and the TASER device at the same time.

304.4 VERBAL AND VISUAL WARNINGS

A verbal warning of the intended use of the TASER device should precede its application, unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to:

- (a) Provide the individual with a reasonable opportunity to voluntarily comply.
- (b) Provide other officers and individuals with a warning that the TASER device may be deployed.

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If, after a verbal warning, an individual fails to voluntarily comply with an officer's lawful orders and it appears both reasonable and feasible under the circumstances, the officer may, but is not required, to display the electrical arc (provided that a cartridge has not been loaded into the device) or the laser in a further attempt to gain compliance prior to the application of the TASER device. The aiming laser should not be intentionally directed into anyone's eyes.

The fact that a verbal or other warning was given or the reasons it was not given shall be documented by the officer deploying the TASER device in the related report.

304.5 USE OF THE TASER DEVICE

The TASER device has limitations and restrictions requiring consideration before its use. The TASER device should only be used when its operator can safely approach the subject within the operational range of the device. Although the TASER device is effective in controlling most individuals, officers should be aware that the device may not achieve the intended results and be prepared with other options.

304.5.1 APPLICATION OF THE TASER DEVICE

The TASER device may be used in any of the following circumstances, when the circumstances perceived by the officer at the time indicate that such application is reasonably necessary to control a person:

- (a) The subject is violent or is physically resisting.
- (b) The subject has demonstrated, by words or action, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm officers, him/herself or others.

Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of the TASER device to apprehend an individual.

The TASER device shall not be used to psychologically torment, to elicit statements or to punish any individual.

304.5.2 SPECIAL DEPLOYMENT CONSIDERATIONS

The use of the TASER device on certain individuals should be avoided unless the totality of the circumstances indicates that other available options reasonably appear ineffective or would present a greater danger to the officer, the subject or others, and the officer reasonably believes that the need to control the individual outweighs the risk of using the device. This includes:

- (a) Individuals who are known to be pregnant.
- (b) Elderly individuals or obvious juveniles.
- (c) Individuals with obviously low body mass.
- (d) Individuals who are handcuffed or otherwise restrained.

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- (e) Individuals who have been recently sprayed with a flammable chemical agent or who are otherwise in close proximity to any known combustible vapor or flammable material, including alcohol-based oleoresin capicum (OC) spray.
- (f) Individuals whose position or activity may result in collateral injury (e.g., falls from height, operating vehicles).

Because the application of the TASER device in the drive-stun mode (i.e., direct contact without probes) relies primarily on pain compliance, the use of the drive-stun mode should be limited to supplementing the probe-mode to complete the circuit, or as a distraction technique to gain separation between officers and the subject, thereby giving officers time and distance to consider other force options or actions.

304.5.3 TARGETING CONSIDERATIONS

The preferred targeting areas include the individual's back or front lower-center mass. The head, neck, chest and groin should be avoided when reasonably practicable. If the dynamics of a situation or officer safety do not permit the officer to limit the application of the TASER device probes to a precise target area, officers should monitor the condition of the subject if one or more probes strikes the head, neck, chest or groin until the subject is examined by paramedics or other medical personnel.

304.5.4 MULTIPLE APPLICATIONS OF THE TASER DEVICE

Officers should apply the TASER device for only one standard cycle and then evaluate the situation before applying any subsequent cycles. Officers should not intentionally apply more than one TASER device at a time against a single individual.

If the first application of the TASER device appears to be ineffective in gaining control of an individual, the officer should evaluate the situation and consider certain factors before additional applications of the TASER device, including:

- (a) Whether it is reasonable to believe that the need to control the individual outweighs the potentially increased risk posed by multiple applications.
- (b) Whether the probes are making proper contact.
- (c) Whether the individual has the ability and has been given a reasonable opportunity to comply.
- (d) Whether verbal commands, other options or tactics may be more effective.

304.5.5 ACTIONS FOLLOWING DEPLOYMENTS

Officers should take appropriate actions to control and restrain the individual to minimize the need for longer or multiple exposures to the TASER device. As soon as practicable, officers shall notify a supervisor any time the TASER device has been discharged. Confetti tags should be collected and the expended cartridge, along with both probes and wire, should be submitted into evidence. The cartridge serial number should be noted and documented on the evidence paperwork. The evidence packaging should be marked "Biohazard" if the probes penetrated the subject's skin.

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304.5.6 DANGEROUS ANIMALS

The TASER device may be deployed against an animal as part of a plan to deal with a potentially dangerous animal, such as a dog, if the animal reasonably appears to pose an imminent threat to human safety and alternative methods are not reasonably available or would likely be ineffective.

304.5.7 TASER® CAM™

If equipped the TASER CAM is activated any time the safety is in the off position. The safety should be in the safe position unless the officer intends to use the device. Because the TASER CAM memory is limited, the video and audio data should be downloaded frequently and retained in accordance with the established records retention schedule.

304.5.8 OFF-DUTY CONSIDERATIONS

Officers are not authorized to carry department TASER devices while off-duty.

Officers shall ensure that TASER devices are secured while in their homes, vehicles or any other area under their control, in a manner that will keep the device inaccessible to others.

304.6 DOCUMENTATION

Officers shall document all TASER device discharges in the related arrest/crime reports and the TASER device report forms. Notification shall also be made to a supervisor in compliance with the Use of Force Policy. Unintentional discharges, pointing the device at a person, laser activation and arcing the device, other than for testing purposes, will also be documented on the report form.

304.6.1 TASER DEVICE REPORT FORM

Items that shall be included in the TASER device report form are:

- (a) The type and brand of TASER device and cartridge and cartridge serial number.
- (b) Date, time and location of the incident.
- (c) Whether any display, laser or arc deterred a subject and gained compliance.
- (d) The number of TASER device activations, the duration of each cycle, the duration between activations, and (as best as can be determined) the duration that the subject received applications.
- (e) The range at which the TASER device was used.
- (f) The type of mode used (probe or drive-stun).
- (g) Location of any probe impact.
- (h) Location of contact in drive-stun mode.
- (i) Description of where missed probes went.
- (j) Whether medical care was provided to the subject.
- (k) Whether the subject sustained any injuries.
- (l) Whether any officers sustained any injuries.

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The Training Sergeant should periodically analyze the report forms to identify trends, including deterrence and effectiveness. The Training Sergeant should also conduct audits of data downloads and reconcile TASER device report forms with recorded activations. TASER device information and statistics, with identifying information removed, should periodically be made available to the public.

304.6.2 REPORTS

The officer should include the following in the arrest/crime report:

- (a) Identification of all personnel firing TASER devices
- (b) Identification of all witnesses
- (c) Medical care provided to the subject
- (d) Observations of the subject's physical and physiological actions
- (e) Any known or suspected drug use, intoxication or other medical problems

304.7 MEDICAL TREATMENT

Consistent with local medical personnel protocols and absent extenuating circumstances, only appropriate medical personnel should remove TASER device probes from a person's body. Used TASER device probes shall be treated as a sharps biohazard, similar to a used hypodermic needle, and handled appropriately. Universal precautions should be taken.

All persons who have been struck by TASER device probes or who have been subjected to the electric discharge of the device or who sustained direct exposure of the laser to the eyes shall be medically assessed prior to booking. Additionally, any such individual who falls under any of the following categories should, as soon as practicable, be examined by paramedics or other qualified medical personnel:

- (a) The person is suspected of being under the influence of controlled substances and/or alcohol.
- (b) The person may be pregnant.
- (c) The person reasonably appears to be in need of medical attention.
- (d) The TASER device probes are lodged in a sensitive area (e.g., groin, female breast, head, face, neck).
- (e) The person requests medical treatment.

Any individual exhibiting signs of distress or who is exposed to multiple or prolonged applications (i.e., more than 15 seconds) shall be transported to a medical facility for examination or medically evaluated prior to booking. If any individual refuses medical attention, such a refusal should be witnessed by another officer and/or medical personnel and shall be fully documented in related reports. If an audio recording is made of the contact or an interview with the individual, any refusal should be included, if possible.

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The transporting officer shall inform any person providing medical care or receiving custody that the individual has been subjected to the application of the TASER device (see the Medical Aid and Response Policy).

304.8 SUPERVISOR RESPONSIBILITIES

When possible, supervisors should respond to calls when they reasonably believe there is a likelihood the TASER device may be used. A supervisor should respond to all incidents where the TASER device was activated.

A supervisor should review each incident where a person has been exposed to an activation of the TASER device. The device's onboard memory should be downloaded through the data port by a supervisor or Rangemaster and saved with the related arrest/crime report. Photographs of probe sites should be taken and witnesses interviewed.

304.9 TRAINING

Personnel who are authorized to carry the TASER device shall be permitted to do so only after successfully completing the initial department-approved training. Any personnel who have not carried the TASER device as a part of their assignments for a period of six months or more shall be recertified by a qualified TASER device instructor prior to again carrying or using the device.

Proficiency training for personnel who have been issued TASER devices should occur every year. A reassessment of an officer's knowledge and/or practical skills may be required at any time if deemed appropriate by the Training Sergeant. All training and proficiency for TASER devices will be documented in the officer's training files.

Command staff, supervisors and investigators should receive TASER device training as appropriate for the investigations they conduct and review.

Officers who do not carry TASER devices should receive training that is sufficient to familiarize them with the device and with working with officers who use the device.

The Training Sergeant is responsible for ensuring that all members who carry TASER devices have received initial and annual proficiency training. Periodic audits should be used for verification.

Application of TASER devices during training could result in injuries and should not be mandatory for certification.

The Training Sergeant should ensure that all training includes:

- (a) A review of this policy.
- (b) A review of the Use of Force Policy.
- (c) Performing weak-hand draws or cross-draws to reduce the possibility of unintentionally drawing and firing a firearm.
- (d) Target area considerations, to include techniques or options to reduce the unintentional application of probes near the head, neck, chest and groin.

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- (e) Handcuffing a subject during the application of the TASER device and transitioning to other force options.
- (f) De-escalation techniques.
- (g) Restraint techniques that do not impair respiration following the application of the TASER device.

Vehicle Pursuits

307.1 PURPOSE AND SCOPE

This policy provides guidelines for vehicle pursuits in order to protect the safety of involved officers, the public and fleeing suspects.

307.1.1 DEFINITIONS

Definitions related to this policy include:

Blocking or vehicle intercept - A slow-speed coordinated maneuver where two or more pursuing vehicles simultaneously intercept and block the movement of a suspect vehicle, the driver of which may be unaware of the impending enforcement stop. The goal is containment and preventing a pursuit. Blocking is not a moving or stationary road block.

Boxing-in - A tactic designed to stop a suspect's vehicle by surrounding it with law enforcement vehicles and then slowing all vehicles to a stop.

Pursuit Intervention Technique (PIT) - A low-speed maneuver designed to cause the suspect vehicle to spin out, stall and come to a stop.

Ramming - The deliberate act of contacting a suspect's vehicle with another law enforcement vehicle to functionally damage or otherwise force the suspect's vehicle to stop.

Roadblocks - A tactic designed to stop a suspect's vehicle by intentionally placing a law enforcement vehicle or other immovable object in the path of the suspect's vehicle.

Terminate - To discontinue a pursuit or stop chasing fleeing vehicles.

Tire deflation device - A device designed to puncture the tires of the pursued vehicle.

Trail - Following the path of the pursuit at a safe speed while obeying all traffic laws and without activating emergency equipment. If the pursuit is at a slow rate of speed, the trailing vehicle will maintain sufficient distance from the pursuit vehicles so as to clearly indicate an absence of participation in the pursuit.

Vehicle pursuit - An event involving one or more law enforcement officers attempting to apprehend a suspect, who is attempting to avoid arrest while operating a vehicle by using high-speed driving or other evasive tactics, such as driving off a highway, turning suddenly or driving in a legal manner but willfully failing to yield to an officer's emergency signal to stop.

307.2 POLICY

It is the policy of this department to weigh the importance of apprehending suspects who unlawfully flee from law enforcement against the risks associated with vehicle pursuits.

307.3 OFFICER RESPONSIBILITIES

Vehicle pursuits shall only be conducted using authorized police department emergency vehicles that are equipped with emergency lighting and sirens as required by law.

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Officers shall drive with due regard for the safety of all persons and property. However, officers may, when in pursuit of a suspect and provided there is no unreasonable risk to persons and property (K.S.A. § 8-1506):

- (a) Proceed past a red or stop signal or stop sign but only after slowing down as may be necessary for safe operation.
- (b) Exceed the maximum speed limit.
- (c) Disregard regulations governing direction of movement or turning in specified directions.
- (d) Proceed through toll booths on roads or bridges without stopping for payment of tolls, but only after slowing down as may be necessary for safe operation.

307.3.1 WHEN TO INITIATE A PURSUIT

Officers are authorized to initiate a pursuit when it is reasonable to believe that a suspect, who has been given an appropriate signal to stop by a law enforcement officer, is attempting to evade arrest or detention by fleeing in a vehicle.

Factors that shall be considered, both individually and collectively, when deciding to initiate or continue a pursuit include, but are not limited to:

- (a) The seriousness of the known or reasonably suspected crime and its relationship to community safety.
- (b) The importance of protecting the public and balancing the known or reasonably suspected offense and the apparent need for immediate capture against the risks to officers, innocent motorists and others.
- (c) The safety of the public in the area of the pursuit, including the type of area, time of day, the amount of vehicular and pedestrian traffic (e.g., school zones) and the speed of the pursuit relative to these factors.
- (d) The pursuing officers' familiarity with the area of the pursuit, the quality of radio communications between the pursuing vehicles and communications operator/supervisor, and the driving capabilities of the pursuing officers under the conditions of the pursuit.
- (e) The weather, traffic and road conditions that unreasonably increase the danger of the pursuit when weighed against the risks resulting from the suspect's escape.
- (f) The identity of the suspect has been verified and there is comparatively minimal risk in allowing the suspect to be apprehended at a later time.
- (g) The performance capabilities of the vehicles used in the pursuit in relation to the speed and other conditions of the pursuit.
- (h) Emergency lighting and siren limitations on unmarked police department vehicles that may reduce visibility of the vehicle, such as visor or dash-mounted lights,

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concealable or temporary emergency lighting equipment and concealed or obstructed siren positioning.

- (i) Vehicle speeds.
- (j) Other persons in or on the pursued vehicle (e.g., passengers, co-offenders and hostages).
- (k) The availability of other resources, such as air support assistance.
- (l) The pursuing vehicle is carrying passengers other than on-duty police officers. Pursuits should not be undertaken with an arrestee in the pursuit vehicle unless exigent circumstances exist, and then only after the need to apprehend the suspect is weighed against the safety of the arrestee in transport. A vehicle containing more than a single arrestee should not be involved in a pursuit.

307.3.2 WHEN TO TERMINATE A PURSUIT

Pursuits should be terminated whenever the totality of objective circumstances known or which reasonably ought to be known to the officer or supervisor during the pursuit indicates that the present risks of continuing the pursuit reasonably appear to outweigh the risks resulting from the suspect's escape.

When a supervisor directs the pursuit to be terminated, officers will immediately terminate the pursuit.

The factors listed in this policy on when to initiate a pursuit will apply equally to the decision to terminate a pursuit. Officers and supervisors must objectively and continuously weigh the seriousness of the offense against the potential danger to innocent motorists, themselves and the public when electing to continue a pursuit.

In addition to the factors that govern when to initiate a pursuit, other factors should be considered in deciding whether to terminate a pursuit, including:

- (a) The distance between the pursuing vehicle and the fleeing vehicle is so great that further pursuit would be futile or require the pursuit to continue for an unreasonable time or distance.
- (b) The pursued vehicle's location is no longer definitely known.
- (c) The pursuing vehicle sustains damage or a mechanical failure that renders it unsafe to drive.
- (d) The pursuing vehicle's emergency lighting equipment or siren becomes partially or completely inoperable.
- (e) Hazards to uninvolved bystanders or motorists.
- (f) The danger that the continued pursuit poses to the public, the officers or the suspect, balanced against the risk of allowing the suspect to remain at large.

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- (g) When the identity of the suspect is known and it does not reasonably appear that the need for immediate capture outweighs the risks associated with continuing the pursuit.
- (h) Extended pursuits of violators for misdemeanors not involving violence or weapons (independent of the pursuit) are generally discouraged.

307.4 PURSUIT VEHICLES

When involved in a pursuit, unmarked police department emergency vehicles should be replaced by marked emergency vehicles whenever practicable.

Vehicle pursuits should be limited to three police department emergency vehicles (two pursuit vehicles and the supervisor vehicle). However, the number of vehicles involved will vary with the circumstances.

An officer or supervisor may request that additional vehicles join a pursuit if, after assessing the factors outlined above, it appears that the number of officers involved would be insufficient to safely arrest the number of suspects. All other officers shall stay out of the pursuit but should remain alert to its progress and location. Any officer who drops out of a pursuit may then, if necessary, proceed to the pursuit termination point at legal speeds, following the appropriate rules of the road.

307.4.1 MOTORCYCLES

When involved in a pursuit, police department motorcycles should be replaced by marked emergency vehicles as soon as practicable.

307.4.2 VEHICLES WITHOUT EMERGENCY EQUIPMENT

Officers operating vehicles not equipped with emergency lights and siren are prohibited from initiating or joining in any pursuit. Officers in such vehicles may provide support to pursuing vehicles as long as the vehicle is operated in compliance with all traffic laws. Those officers should discontinue such support immediately upon arrival of a sufficient number of authorized emergency police department vehicles or any air support.

307.4.3 PRIMARY PURSUIT VEHICLE RESPONSIBILITIES

The initial pursuing officer will be designated as the primary pursuit vehicle and will be responsible for the conduct of the pursuit unless he/she is unable to remain reasonably close to the suspect's vehicle. The primary responsibility of the officer initiating the pursuit is the apprehension of the suspect without unreasonable danger to him/herself or others.

The primary pursuing officer should notify the communications operator, commencing with a request for priority radio traffic, that a vehicle pursuit has been initiated, and as soon as practicable provide information including, but not limited to:

- (a) The location, direction of travel and estimated speed of the suspect's vehicle.
- (b) The description of the suspect's vehicle including the license plate number, if known.
- (c) The reason for the pursuit.

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- (d) The use of firearms, threat of force, violence, injuries, hostages or other unusual hazards.
- (e) The number of occupants and identity or description.
- (f) The weather, road and traffic conditions.
- (g) The need for any additional resources or equipment.
- (h) The identity of other law enforcement agencies involved in the pursuit.

Unless relieved by a supervisor or a secondary pursuing officer, the officer in the primary pursuit vehicle shall be responsible for broadcasting the progress of the pursuit. Unless circumstances reasonably indicate otherwise, the primary pursuing officer should relinquish the responsibility of broadcasting the progress of the pursuit to an officer in a secondary pursuit vehicle or to air support joining the pursuit to minimize distractions and allow the primary pursuing officer to concentrate foremost on safe pursuit tactics.

307.4.4 SECONDARY PURSUIT VEHICLE RESPONSIBILITIES

The second officer in the pursuit will be designated as the secondary pursuit vehicle and is responsible for:

- (a) Immediately notifying the communications operator of his/her entry into the pursuit.
- (b) Remaining a safe distance behind the primary pursuit vehicle unless directed to assume the role of primary pursuit vehicle or if the primary pursuit vehicle is unable to continue the pursuit.
- (c) Broadcasting information that the primary pursuing officer is unable to provide.
- (d) Broadcasting the progress of the pursuit, updating known or critical information and providing changes in the pursuit, unless the situation indicates otherwise.
- (e) Identifying the need for additional resources or equipment as appropriate.
- (f) Serving as backup to the primary pursuing officer once the suspect has been stopped.

307.5 PURSUIT DRIVING

The decision to use specific driving tactics requires the same assessment of the factors the officer considered when determining whether to initiate and/or terminate a pursuit. The following are tactics for officers who are involved in the pursuit:

- (a) Officers, considering their driving skills and vehicle performance capabilities, will space themselves from other involved vehicles such that they are able to see and avoid hazards or react safely to unusual maneuvers by the fleeing vehicle.
- (b) Because intersections can present increased risks, the following tactics should be considered:
 - 1. Available officers not directly involved in the pursuit may proceed safely to controlled intersections ahead of the pursuit in an effort to warn cross traffic.

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2. Pursuing officers should exercise due caution and slow down as may be necessary when proceeding through controlled intersections.
- (c) As a general rule, officers should not pursue a vehicle driving the wrong direction on a roadway, highway or freeway. In the event the pursued vehicle does so, the following tactics should be considered:
 1. Request assistance from available air support.
 2. Maintain visual contact with the pursued vehicle by paralleling the vehicle while driving on the correct side of the roadway.
 3. Request other officers to observe exits available to the suspect.
- (d) Notify the Kansas Highway Patrol (KHP) or other law enforcement agency if it appears that the pursuit may enter its jurisdiction.
- (e) Officers involved in a pursuit should not attempt to pass other pursuing vehicles unless the situation indicates otherwise or they are requested to do so by the pursuing officer and with a clear understanding of the maneuver process between the involved officers.

307.5.1 PURSUIT TRAILING

In the event that initial pursuing officers relinquish control of the pursuit to another agency, the initial officers may, with the permission of a supervisor, trail the pursuit to the termination point in order to provide information and assistance for the arrest of the suspect and reporting the incident.

307.5.2 AIR SUPPORT ASSISTANCE

When available, air support assistance should be requested. Once the air support crew has established visual contact with the pursued vehicle, they should assume communication control over the pursuit. The primary and secondary ground pursuit vehicles, or involved supervisor, will maintain operational control but should consider whether the participation of air support warrants their continued close proximity and/or involvement in the pursuit.

The air support crew should coordinate the activities of resources on the ground, report progress of the pursuit, and provide officers and supervisors with details of upcoming traffic congestion, road hazards or other pertinent information to evaluate whether to continue the pursuit. If officers on the ground are not within visual contact of the pursued vehicle and the air support crew determines that it is unsafe to continue the pursuit, the air support crew should recommend terminating the pursuit.

307.5.3 OFFICERS NOT INVOLVED IN THE PURSUIT

Officers who are not involved in the pursuit should remain in their assigned areas, should not parallel the pursuit route and should not become involved with the pursuit unless directed otherwise by a supervisor. Uninvolved officers are authorized to use emergency equipment at intersections along the pursuit path to clear intersections of vehicular and pedestrian traffic to protect the public. Those officers should attempt to place their vehicles in locations that provide

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some safety or an escape route in the event of an unintended collision or if the suspect intentionally tries to ram the police department vehicle.

Non-pursuing members needed at the pursuit termination point should respond in a non-emergency manner, observing the rules of the road.

The primary pursuit vehicle, secondary pursuit vehicle and supervisor vehicle should be the only vehicles operating under emergency conditions (emergency lights and siren) unless other officers are assigned to the pursuit.

307.6 SUPERVISORY CONTROL AND RESPONSIBILITIES

Available supervisory and management control will be exercised over all vehicle pursuits involving officers from this department.

The field supervisor of the officer initiating the pursuit, or if unavailable, the nearest field supervisor, will be responsible for:

- (a) Immediately notifying involved officers and the communications operator of supervisory presence and ascertaining all reasonably available information to continuously assess the situation and risk factors associated with the pursuit. This is to ensure that the pursuit is conducted within established department guidelines.
- (b) Engaging in the pursuit, when appropriate, to provide on-scene supervision.
- (c) Exercising management and control of the pursuit even if not engaged in it.
- (d) Ensuring that no more than the required law enforcement vehicles are involved in the pursuit under the guidelines set forth in this policy.
- (e) Directing that the pursuit be terminated if, in his/her judgment, it is not justified to continue the pursuit under the guidelines of this policy.
- (f) Ensuring that assistance from air support, canines or additional resources is requested, if available and appropriate.
- (g) Ensuring that the proper radio channel is being used.
- (h) Ensuring that the Shift Sergeant is notified of the pursuit, as soon as practicable.
- (i) Ensuring the notification and/or coordination of outside agencies if the pursuit either leaves or is likely to leave the jurisdiction of this department.
- (j) Controlling and managing Roeland Park Police Department officers when a pursuit enters another jurisdiction.
- (k) Preparing a post-pursuit review and documentation of the pursuit as required.

307.6.1 SHIFT SERGEANT RESPONSIBILITIES

Upon becoming aware that a pursuit has been initiated, the Shift Sergeant should monitor and continually assess the situation and ensure the pursuit is conducted within the guidelines and

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requirements of this policy. The Shift Sergeant has the final responsibility for the coordination, control and termination of a vehicle pursuit and shall be in overall command.

The Shift Sergeant shall review all pertinent reports for content and forward them to the PPTPP.

307.7 DISPATCH

If the pursuit is confined within the City limits, radio communications will be conducted on the primary channel unless instructed otherwise by a supervisor or communications operator. If the pursuit leaves the jurisdiction of this department or such is imminent, involved officers should, whenever available, switch radio communications to a tactical or emergency channel most accessible by participating agencies.

307.7.1 RESPONSIBILITIES

Upon notification or becoming aware that a pursuit has been initiated, the communications operator is responsible for:

- (a) Clearing the radio channel of non-emergency traffic.
- (b) Coordinating pursuit communications of the involved officers.
- (c) Broadcasting pursuit updates as well as other pertinent information as necessary.
- (d) Ensuring that a field supervisor is notified of the pursuit.
- (e) Notifying and coordinating with other involved or affected agencies as practicable.
- (f) Notifying the Shift Sergeant as soon as practicable.
- (g) Assigning an incident number and logging all pursuit activities.

307.8 LOSS OF PURSUED VEHICLE

When the pursued vehicle is lost, the involved officers should broadcast pertinent information to assist other officers in locating the vehicle. The primary pursuing officer or supervisor will be responsible for coordinating any further search for either the pursued vehicle or suspects fleeing on foot.

307.9 INTERJURISDICTIONAL CONSIDERATIONS

When a pursuit enters another agency's jurisdiction, the primary pursuing officer or supervisor, taking into consideration the distance traveled, unfamiliarity with the area and other pertinent facts, should determine whether to request the other agency to assume the pursuit.

Unless entry into another jurisdiction is expected to be brief, it is generally recommended that the primary pursuing officer or supervisor ensure that notification is provided to each outside jurisdiction into which the pursuit is reasonably expected to enter, regardless of whether the jurisdiction is expected to assist.

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307.9.1 ASSUMPTION OF PURSUIT BY ANOTHER AGENCY

Officers will relinquish control of the pursuit when another agency has assumed the pursuit, unless the continued assistance of the Roeland Park Police Department is requested by the agency assuming the pursuit. Upon relinquishing control of the pursuit, the involved officers may proceed, with supervisory approval, to the termination point of the pursuit to assist in the investigation. The supervisor should coordinate such assistance with the assuming agency and obtain any information that is necessary for any reports.

The roles and responsibilities of officers at the termination point of a pursuit initiated by this department shall be coordinated with appropriate consideration of the needs of the agency assuming the pursuit.

Notification of a pursuit in progress should not be construed as a request to join the pursuit. Requests to or from another agency to assume a pursuit should be specific. Because of communication limitations between local law enforcement agencies, a request for another agency's assistance will mean that its personnel will assume responsibility for the pursuit. For the same reasons, when a pursuit leaves another jurisdiction and a request for assistance is made to this department, the other agency should relinquish control.

307.9.2 PURSUITS EXTENDING INTO THIS JURISDICTION

The agency that initiates a pursuit shall be responsible for conducting the pursuit. Officers from this department should not join a pursuit unless specifically requested to do so by the pursuing agency and with approval from a supervisor. The exception to this is when a single vehicle from the initiating agency is in pursuit. Under this circumstance, an officer from this department may, with supervisor approval, immediately join the pursuit until sufficient vehicles from the initiating agency join the pursuit or until additional information is provided allowing withdrawal from the pursuit.

When a request is made for this department to assist or take over a pursuit that has entered the jurisdiction of the Roeland Park Police Department, the supervisor should consider:

- (a) The public's safety within this jurisdiction.
- (b) The safety of the pursuing officers.
- (c) Whether the circumstances are serious enough to continue the pursuit.
- (d) Whether there is adequate staffing to continue the pursuit.
- (e) The ability to maintain the pursuit.

As soon as practicable, a supervisor or the Shift Sergeant should review a request for assistance from another agency. The Shift Sergeant or supervisor, after considering the above factors, may decline to assist in or assume the other agency's pursuit.

Assistance to a pursuing agency by officers of this department will conclude at the City limits, provided that the pursuing agency has sufficient assistance from other sources. Ongoing participation from this department may continue only until sufficient assistance is present.

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In the event that the termination point of a pursuit from another agency is within this jurisdiction, officers shall provide appropriate assistance including, but not limited to, scene control, coordination and completion of supplemental reports and any other assistance requested or needed.

307.10 PURSUIT INTERVENTION

Pursuit intervention is an attempt to stop the suspect's ability to continue to flee in a vehicle through tactical application of technology, tire deflation devices, blocking or vehicle intercept, boxing-in, the PIT, ramming or roadblock procedures.

307.10.1 WHEN USE IS AUTHORIZED

Whenever practicable, an officer shall seek approval from a supervisor before employing any intervention to stop the pursued vehicle. In deciding whether to use intervention tactics, officers/supervisors should balance the risk of allowing the pursuit to continue with the potential hazards arising from the use of each tactic to the public, the officers and persons in or on the pursued vehicle. With this in mind, the decision to use any intervention tactic should be reasonable in light of the circumstances apparent to the officer at the time of the decision.

307.10.2 USE OF FIREARMS

The use of firearms to disable a pursued vehicle is not generally an effective tactic and involves all the dangers associated with discharging firearms. Officers should not utilize firearms during an ongoing pursuit unless the conditions and circumstances meet the requirements authorizing the use of deadly force. Nothing in this section shall be construed to prohibit any officer from using a firearm to stop a suspect from using a vehicle as a deadly weapon.

307.10.3 INTERVENTION STANDARDS

Any intervention tactic, depending upon the conditions and circumstances under which it is used, may present dangers to the officers, the public or anyone in or on the vehicle being pursued. Certain applications of intervention tactics may be construed to be a use of force, including deadly force, and are subject to policies guiding such use. Officers shall consider these facts and requirements prior to deciding how, when, where and if an intervention tactic should be employed.

- (a) Blocking or vehicle intercept should only be considered in cases involving felony suspects or impaired drivers who pose a threat to the public's safety, and when officers reasonably believe that attempting a conventional enforcement stop will likely result in the driver attempting to flee in the vehicle. Because of the potential risks involved, this intervention tactic should only be employed by properly trained officers and after giving consideration to the following:
 - 1. The need to immediately stop the suspect vehicle or prevent it from leaving substantially outweighs the risk of injury or death to occupants of the suspect vehicle, officers or others.
 - 2. All other reasonable intervention tactics have failed or reasonably appear ineffective.

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3. Employing the blocking or vehicle intercept maneuver does not unreasonably increase the risk of safety to those involved or the public.
 4. The suspect vehicle is stopped or traveling at a low speed.
 5. Only law enforcement vehicles should be used in this tactic.
- (b) The PIT is limited to use by properly trained officers with the approval of a supervisor and upon assessment of the circumstances and conditions presented at the time, including the potential for risk of injury to officers, the public and occupants of the pursued vehicle.
- (c) Ramming a fleeing vehicle should be done only after other reasonable tactical means at the officer's disposal have been exhausted or would not be effective, and immediate control is necessary. Ramming should be reserved for situations where there does not appear to be another reasonable alternative method. If there does not reasonably appear to be a present or immediately foreseeable serious threat to the public, the use of ramming is not authorized. When ramming is used as a means to stop a fleeing vehicle, the following factors should be present:
1. The suspect is an actual or suspected felon, who reasonably appears to represent a serious threat to the public if not apprehended.
 2. The suspect is driving with willful or wanton disregard for the safety of other persons or is driving in a reckless and life-endangering manner or using the vehicle as a weapon.
- (d) Boxing-in a suspect vehicle should only be attempted upon approval by a supervisor. The use of such a tactic must be carefully coordinated with all involved vehicles, taking into consideration the circumstances and conditions apparent at the time, as well as the potential risk of injury to officers, the public and occupants of the pursued vehicle. Officers and supervisors should weigh the potential consequences against the need to immediately stop the vehicle.
- (e) Tire deflation devices should be deployed only after notification of pursuing officers and the supervisor of the intent and location of the intended deployment, and in a manner that:
1. Should reasonably only affect the pursued vehicle.
 2. Provides the deploying officer adequate cover and escape from intentional or unintentional exposure to the approaching vehicle.
 3. Has considered the limitations of such devices as well as the potential risk to officers, the public and occupants of the pursued vehicle.
 4. Has considered whether the pursued vehicle is a motorcycle, a vehicle transporting hazardous materials or a school bus transporting children.

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- (f) Because roadblocks involve a potential for serious injury or death to occupants of the pursued vehicle if the suspect does not stop, the intentional placement of roadblocks in the direct path of a pursued vehicle is generally discouraged and should not be deployed without prior approval of a supervisor. If roadblocks are deployed, it should only be done under extraordinary conditions when all other reasonable intervention tactics have failed or reasonably appear ineffective and the need to immediately stop the pursued vehicle substantially outweighs the risks of injury or death to occupants of the pursued vehicle, officers or the public.

307.11 CAPTURE OF SUSPECTS

Proper self-discipline and sound professional judgment are the keys to a successful conclusion of a pursuit and apprehension of evading suspects. Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

Unless relieved by a supervisor, the primary pursuing officer should coordinate efforts to apprehend the suspect following the pursuit. Officers should consider the safety of the public and the involved officers when formulating plans for setting up perimeters or for containing and capturing the suspect.

307.12 REPORTING REQUIREMENTS

All appropriate reports shall be completed to comply with appropriate laws and policies or procedures.

- (a) The primary pursuing officer shall complete appropriate crime/arrest reports.
- (b) The primary pursuing officer or supervisor shall complete the appropriate pursuit report.
- (c) After first obtaining the available information, the involved, or if unavailable, on-duty field supervisor shall promptly complete a supervisor's log or interoffice memorandum, briefly summarizing the pursuit to the Chief of Police or the authorized designee. This log or memorandum should include, at a minimum:
 - 1. Date and time of the pursuit.
 - 2. Initial reason and circumstances surrounding the pursuit.
 - 3. Length of pursuit in distance and time, including the starting and termination points.
 - 4. Involved vehicles and officers.
 - 5. Alleged offenses.
 - 6. Whether a suspect was apprehended, as well as the means and methods used.

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- (a) Any use of force shall be reported and documented in compliance with the Use of Force Policy.
- 7. Arrestee information, if applicable.
- 8. Any injuries and/or medical treatment.
- 9. Any property or equipment damage.
- 10. Name of supervisor at the scene or who handled the incident.
- 11. A preliminary determination that the pursuit appears to be in compliance with this policy or that additional review and/or follow-up is warranted.
- (d) After receiving copies of reports, logs and other pertinent information, the Chief of Police or the authorized designee shall conduct or assign the completion of a post-pursuit review, as appropriate.
- (e) Annually, the Chief of Police should direct a documented review and analysis of department vehicle pursuits to minimally include policy suitability, policy compliance and training needs.

307.13 REGULAR AND PERIODIC PURSUIT TRAINING

In addition to initial and supplementary training on pursuits, all officers will participate, no less than annually, in regular and periodic training addressing this policy and the importance of vehicle safety and protecting the public. Training will include recognition of the need to balance the known offense and the need for immediate capture against the risks to officers and others.

Foot Pursuits

308.1 PURPOSE AND SCOPE

This policy provides guidelines to assist officers in making the decision to initiate or continue the pursuit of suspects on foot.

308.2 POLICY

It is the policy of this department that officers, when deciding to initiate or continue a foot pursuit, continuously balance the objective of apprehending the suspect with the risk and potential for injury to department members, the public or the suspect.

Officers are expected to act reasonably, based on the totality of the circumstances.

308.3 DECISION TO PURSUE

The safety of department members and the public should be the primary consideration when determining whether a foot pursuit should be initiated or continued. Officers must be mindful that immediate apprehension of a suspect is rarely more important than the safety of the public and department members.

Officers may be justified in initiating a foot pursuit of any individual that the officer reasonably believes is about to engage in, is engaging in or has engaged in criminal activity. The decision to initiate or continue such a foot pursuit, however, must be continuously re-evaluated in light of the circumstances presented at the time.

Mere flight by a person who is not suspected of criminal activity alone shall not serve as justification for engaging in an extended foot pursuit without the development of reasonable suspicion regarding the individual's involvement in criminal activity or being wanted by law enforcement.

Deciding to initiate or continue a foot pursuit is a decision that an officer must make quickly and under unpredictable and dynamic circumstances. It is recognized that foot pursuits may place department members and the public at significant risk. Therefore, no officer or supervisor shall be criticized or disciplined for deciding not to engage in a foot pursuit because of the perceived risk involved.

If circumstances permit, surveillance and containment are generally the safest tactics for apprehending fleeing persons. In deciding whether to initiate or continue a foot pursuit, an officer should continuously consider reasonable alternatives to a foot pursuit based upon the circumstances and resources available, such as:

- (a) Containment of the area.
- (b) Saturation of the area with law enforcement personnel, including assistance from other agencies.
- (c) A canine search.

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- (d) Thermal imaging or other sensing technology.
- (e) Air support.
- (f) Apprehension at another time when the identity of the suspect is known or there is information available that would likely allow for later apprehension, and the need to immediately apprehend the suspect does not reasonably appear to outweigh the risk of continuing the foot pursuit.

308.4 GENERAL GUIDELINES

When reasonably practicable, officers should consider alternatives to engaging in or continuing a foot pursuit when:

- (a) Directed by a supervisor to terminate the foot pursuit; such an order shall be considered mandatory.
- (b) The officer is acting alone.
- (c) Two or more officers become separated, lose visual contact with one another or obstacles separate them to the degree that they cannot immediately assist each other should a confrontation take place. In such circumstances, it is generally recommended that a single officer keep the suspect in sight from a safe distance and coordinate the containment effort.
- (d) The officer is unsure of his/her location and direction of travel.
- (e) The officer is pursuing multiple suspects and it is not reasonable to believe that the officer would be able to control the suspects should a confrontation occur.
- (f) The physical condition of the officer renders him/her incapable of controlling the suspect if apprehended.
- (g) The officer loses radio contact with the communications operator or with assisting or backup officers.
- (h) The suspect enters a building, structure, confined space, isolated area or dense or difficult terrain, and there are insufficient officers to provide backup and containment. The primary officer should consider discontinuing the foot pursuit and coordinating containment pending the arrival of sufficient resources.
- (i) The officer becomes aware of unanticipated or unforeseen circumstances that unreasonably increase the risk to officers or the public.
- (j) The officer reasonably believes that the danger to the pursuing officers or public outweighs the objective of immediate apprehension.
- (k) The officer loses possession of his/her firearm or other essential equipment.

Foot Pursuits

- (l) The officer or a third party is injured during the foot pursuit, requiring immediate assistance, and there are no other emergency personnel available to render assistance.
- (m) The suspect's location is no longer known.
- (n) The identity of the suspect is established or other information exists that will allow for the suspect's apprehension at a later time, and it reasonably appears that there is no immediate threat to department members or the public if the suspect is not immediately apprehended.
- (o) The officer's ability to safely continue the foot pursuit is impaired by inclement weather, darkness or other environmental conditions.

308.5 RESPONSIBILITIES IN FOOT PURSUITS

308.5.1 INITIATING OFFICER RESPONSIBILITIES

Unless relieved by another officer or a supervisor, the initiating officer shall be responsible for coordinating the progress of the pursuit and containment. When acting alone and when practicable, the initiating officer should not attempt to overtake and confront the suspect but should attempt to keep the suspect in sight until sufficient officers are present to safely apprehend the suspect.

Early communication of available information from the involved officers is essential so that adequate resources can be coordinated and deployed to bring a foot pursuit to a safe conclusion. Officers initiating a foot pursuit should, at a minimum, broadcast the following information as soon as it becomes practicable and available:

- (a) Location and direction of travel
- (b) Call sign identifier
- (c) Reason for the foot pursuit, such as the crime classification
- (d) Number of suspects and description, to include name if known
- (e) Whether the suspect is known or believed to be armed with a dangerous weapon

Officers should be mindful that radio transmissions made while running may be difficult to understand and may need to be repeated.

Absent extenuating circumstances, any officer unable to promptly and effectively broadcast this information should terminate the foot pursuit. If the foot pursuit is discontinued for any reason, immediate efforts for containment should be established and alternatives considered based upon the circumstances and available resources.

When a foot pursuit terminates, the officer will notify the communications operator of his/her location and the status of the foot pursuit termination (e.g., suspect in custody, lost sight of

Foot Pursuits

suspect), and will direct further actions as reasonably appear necessary, to include requesting medical aid as needed for officers, suspects or members of the public.

308.5.2 ASSISTING OFFICER RESPONSIBILITIES

Whenever any officer announces that he/she is engaged in a foot pursuit, all other officers should minimize nonessential radio traffic to permit the involved officers maximum access to the radio frequency.

308.5.3 SUPERVISOR RESPONSIBILITIES

Upon becoming aware of a foot pursuit, the supervisor shall make every reasonable effort to ascertain sufficient information to direct responding resources and to take command, control and coordination of the foot pursuit. The supervisor should respond to the area whenever possible; the supervisor does not, however, need to be physically present to exercise control over the foot pursuit. The supervisor shall continuously assess the situation in order to ensure the foot pursuit is conducted within established department guidelines.

The supervisor shall terminate the foot pursuit when the danger to pursuing officers or the public appears to unreasonably outweigh the objective of immediate apprehension of the suspect.

Upon apprehension of the suspect, the supervisor shall promptly proceed to the termination point to direct the post-foot pursuit activity.

308.5.4 DISPATCH RESPONSIBILITIES

Upon notification or becoming aware that a foot pursuit is in progress, the communications operator is responsible for:

- (a) Clearing the radio channel of non-emergency traffic.
- (b) Coordinating pursuit communications of the involved officers.
- (c) Broadcasting pursuit updates as well as other pertinent information as necessary.
- (d) Ensuring that a field supervisor is notified of the foot pursuit.
- (e) Notifying and coordinating with other involved or affected agencies as practicable.
- (f) Notifying the Shift Sergeant as soon as practicable.
- (g) Assigning an incident number and logging all pursuit activities.

308.6 REPORTING REQUIREMENTS

The initiating officer shall complete appropriate crime/arrest reports documenting, at a minimum:

- (a) Date and time of the foot pursuit.
- (b) Initial reason and circumstances surrounding the foot pursuit.
- (c) Course and approximate distance of the foot pursuit.
- (d) Alleged offenses.

Roeland Park Police Department

KS LE Policy Manual

Foot Pursuits

- (e) Involved vehicles and officers.
- (f) Whether a suspect was apprehended as well as the means and methods used.
 - 1. Any use of force shall be reported and documented in compliance with the Use of Force Policy.
- (g) Arrestee information, if applicable.
- (h) Any injuries and/or medical treatment.
- (i) Any property or equipment damage.
- (j) Name of the supervisor at the scene or who handled the incident.
- (k) A preliminary determination that the pursuit appears to be in compliance with this policy or that additional review and/or follow-up is warranted.

Assisting officers taking an active role in the apprehension of the suspect shall complete supplemental reports as necessary or as directed.

In any case in which a suspect is not apprehended and there is insufficient information to support further investigation, a supervisor may authorize that the initiating officer need not complete a formal report.

Item Number: Reports of City Liaisons- VI.-B.
Committee 11/2/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 10/29/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Racial Equity Committee
Title: **Ad Hoc Racial Equity Committee Update**
Item Type: Other

Recommendation:

Information only, Jennifer Jones-Lacy will provide an oral report at the meeting.

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Reports of City Liaisons- VI.-C.
Committee 11/2/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 10/29/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Community Foundation
Title: **Community Foundation Board Update**
Item Type: Other

Recommendation:

Information only, Jennifer Jones-Lacy will provide an oral report at the meeting. The draft minutes and the committee packet are also attached.

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Packet - 10.28.20	Exhibit



4600 West 51st St
Roeland Park, KS 66205

P 913.722.2600
F 913.722.3713

**Advisory Board
Members**

Judy Orth- Chair
Ardie Davis – Secretary
Parks Liaison - Laura
Savidge – Vice Chair
Council Liaison – Mayor
Mike Kelly
Council Liaison- Tom
Madigan
Arts Liaison - George
Schlegel
Sustainability Liaison -
Judy Hyde

Jennifer Jones-Lacy,
Staff Liaison

Agenda Wednesday, October 28, 2020, 5 p.m.

1. Call meeting to Order
2. Approval of previous minutes from July 9, 2020 meeting
3. Review of Financials
 - a. Current balances
 - b. Expenditures/Grants - None
4. Approve grants:
 - a. See Red Run Landscaping - \$1,000 contribution from Sustainability and \$3,000 contribution from Parks funds
 - b. Sustainability contribution for Dynamhex software - \$1,500
 - c. R Park Pavilion, \$75,000 for pavilion and \$5,486 for stone benches at the small shelter - \$80,486 from R Park bucket
 - d. Landscaping in Nall Park Rain Garden/Eucalyptus Sculpture - \$1,500 from Parks funds
5. Review list of donors from previous months, updated list of thank you notes

www.roelandpark.org/communityfoundation
communityfoundation@roelandpark.org

Established 2013

Roeland Park Community Foundation Advisory Board Meeting Minutes
July 9, 2020 – 12 noon to 12:45 p.m.
Virtual meeting via GoToMeeting

Present: Judy Orth, Chair; Ardie Davis, Secretary; Laura Savidge, Parks & Trees Committee; Judith Hyde, Sustainability Committee; Matt Heitmann, Community Engagement Committee; Mayor Michael Kelly; Tom Madigan, Council Liaison; Jennifer Jones-Lacy, Staff Liaison

Absent: George Schlegel, Arts Committee

1. Chair Judy Orth called the meeting to order.
2. Approval of minutes from December 30, 2019 meeting.
Laura Savidge moved to approve; Judith Hyde 2nd; unanimous ayes.
3. Appointment of 2020 Officers: Chair & Secretary appointed in December 30, 2019 meeting. A Vice Chair still needed to be appointed and was tabled until the July 9th meeting.

Judy Orth, Chair

Vice Chair: Laura Savidge

Ardie Davis, Secretary

Motion by Ardie Davis to approve Laura Savidge as Vice Chair; Tom Madigan 2nd; unanimous ayes. 2020 Officer Appointments are complete.

4. Review of Financials:
 - Current Balances (attached); reviewed & discussed
 - Expenditures/Grants (attached); reviewed & discussedMichael Kelly moved to approve Financials. Tom Madigan, 2nd; unanimous ayes.
5. List of donors from previous months was reviewed, plus updated list of pending thank you notes (attached). Jennifer Jones-Lacy will prepare notes for signature by Judy Orth and Laura Savidge.
6. New Business:
 - None at this time.
7. Motion to Adjourn: Judith Hyde; second, Laura Savidge; unanimous ayes.

5/31/2020

\$ (363.48)

9/30/2020

Committee	Donations:		Grants	Outstanding- Access	Interest Total	Admin Fee	Total
	Total	June - Sept 20					
R Park	\$ 80,846.22	\$ -			\$ 2,405.99	\$ (277.92)	\$ 82,974.29
R Park Sculpture	\$ 3,114.07	\$ -			\$ 92.67	\$ (10.71)	\$ 3,196.04
Arts	\$ 1,892.88	\$ -			\$ 56.33	\$ (6.51)	\$ 1,942.71
Parks/Trees	\$ 5,866.87	\$ 500.00			\$ 174.60	\$ (20.17)	\$ 6,521.30
Sustainability	\$ 3,760.87	\$ -			\$ 111.92	\$ (12.93)	\$ 3,859.87
Community Engagement Committe	\$ 3,801.54	\$ -			\$ 113.13	\$ (13.07)	\$ 3,901.60
Linus Orth Memorial Grant	\$ 1,713.05	\$ -			\$ 50.98	\$ (5.89)	\$ 1,758.14
Otherwise Donor Designated	\$ 4,740.29	\$ 7,070.00	\$ -	\$ -	\$ 141.07	\$ (16.30)	\$ 11,935.06
<i>Signature Art - Art Committee</i>		\$ 7,000.00					\$ 7,000.00
<i>Gateway Element</i>	\$ 1,487.07	\$ -			\$ 44.26	\$ (5.11)	\$ 1,526.22
<i>Community Events -Other</i>	\$ 474.04	\$ -			\$ 14.11	\$ (1.63)	\$ 486.52
<i>Memorial Tree</i>	\$ 2,779.17	\$ 70.00			\$ 82.71	\$ (9.55)	\$ 2,922.32
Sub-Total	\$ 105,735.78	\$ 7,570.00	\$ -	\$ -	\$ 3,146.70	\$ (363.48)	\$ 116,089.01

GREATER KANSAS CITY
COMMUNITY FOUNDATION

GRANT SUGGESTION FORM

Date Fund Name Fund ID

Organization Name Amount of Grant

Organization Address ☒ I have suggested a grant to this organization in the past.

City State Zip Code Organization Phone (if available)

Grant Purpose (This information will appear on the check.)

☐ Remain Anonymous (Fund name will not appear on the check.) ☐ Provide the following contact information to the organization for a personal acknowledgement. (This information will appear on the check.)

Mailing Instructions: ☒ Forward Grant Check Directly to Organization

☐ Mail Grant Check to the Following Address:

Special Instructions for Internal Processing (This information will not appear on the check.)

I hereby certify that this suggestion will not provide "more than incidental benefits" to me, my family, any advisor to the fund or their family, or any businesses that any of us control, and will not support political campaigns. I acknowledge this suggestion must receive approval of the Greater Kansas City Community Foundation.

*Examples of benefits that may be considered more than incidental include:

- fulfillment of an irrevocable or legally binding pledge or other personal financial obligation made to any institution;
- raffle tickets;
- membership benefits;
- admission to a charitable event or goods or services received or purchased while attending a charitable event (e.g., dinner or auction items); and
- personal benefits to any individual, including tuition or scholarships.

Signature Email Address Phone Number

GRANT SUGGESTION FORM

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Signature Email Address Phone Number

GREATER KANSAS CITY
COMMUNITY FOUNDATION

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- raffle tickets;
- membership benefits;
- admission to a charitable event or goods or services received or purchased while attending a charitable event (e.g., dinner or auction items); and
- personal benefits to any individual, including tuition or scholarships.

Signature Email Address Phone Number

Return this form to: service@growyourgiving.org

1055 Broadway Blvd., Suite 130 | Kansas City, MO 64105 | 816.842.7444 | www.growyourgiving.org

From: [Gretchen Davis](#)
To: [Jones-Lacy, Jennifer](#)
Cc: [Judy Hyde](#); [Sarah Martin](#); [Sara Coe](#); [Loretta Carson](#); [Ardie Davis](#); [Nancy Johnston](#)
Subject: Remainder of CFI donation money in RP Community Foundation Will Be Transferred to the City for R Park Pavilion and stone benches
Date: Wednesday, October 7, 2020 10:15:04 AM

Yes, confirmed. And we're happy to help out on such remarkable and needed facilities in R Park!

Gretchen Davis

Citizens Fundraising Initiative for R Park

From: Jones-Lacy, Jennifer [mailto:jjoneslacy@roelandpark.org]
Sent: Wednesday, October 07, 2020 9:55 AM
To: Gretchen Davis
Subject: RE: CFI Requests 15 minutes to Present This Proposal at the Next Parks Committee Meeting on August 12, 2020, at 6 p.m

Gretchen, as I prepare for the Foundation Board meeting, I wanted to get all grant funds in order. Looks like in addition to the \$75k for the pavilion, we need to get \$5,846 from the Foundation for the stone benches. That will put the total I get from the foundation at \$80,846 for R Park pavilion and benches. Can you please confirm?

Thanks,

Jennifer Jones-Lacy

Assistant City Administrator/Finance Director

4600 W. 51st Street

Roeland Park, KS 66205

O: 913.722.2600

M: 816.316.9260

E: jjoneslacy@roelandpark.org



From: Gretchen Davis <gretchenwrites@kc.rr.com>
Sent: Friday, July 31, 2020 5:25 PM
To: Jones-Lacy, Jennifer <jjoneslacy@roelandpark.org>; Kathleen Whitworth <whitworth174@yahoo.com>; Laura Yankoviz <kclyank@yahoo.com>; Emily Hage <brow1337@gmail.com>; Russell McCorkle <russellmccorkle@gmail.com>; Keith Bokelman <kbokelman@gmail.com>; linda.r.heinen@gmail.com; Nichols, Anthony

<anichols@roelandpark.org>; Scharff, Donnie <dscharff@roelandpark.org>; Claudia McCormack <mengclaudia@gmail.com>; Tom Madigan <tomrpk@gmail.com>

Cc: Sarah Martin <sarah2martin@gmail.com>; Sara Coe <sarakcoe@gmail.com>; Judy Hyde <tejehyde@gmail.com>; Ardie Davis <ardiedavis@kc.rr.com>; Nancy Johnston <nancyjohnston05@sbcglobal.net>; Loretta Carson <lrsn25@gmail.com>

Subject: CFI Requests 15 minutes to Present This Proposal at the Next Parks Committee Meeting on August 12, 2020, at 6 p.m

Dear Parks Committee,

Members of the Citizens Fundraising Initiative for R Park (CFI) thank you for your conscientious attention to substantial improvements in all the city parks. We have appreciated working with you on R Park's revitalization.

We are requesting permission to speak remotely at the next Parks Committee's meeting on Wednesday, August 12, at 6 p.m. At that time we will ask for your attention and action concerning the construction of the stone benches in R Park's two small shelters.

We are sending this email to all Parks Committee members now so to save time during the meeting's discussion.

Please see attachments of the 2 Small Shelter plans and of Mega's construction bid for the stone benches. Below you will find reasons why the stone benches should be constructed and how CFI is willing to join with the City in paying for their construction.

- The stone benches in R Park's 2 small shelters were part of architect George Knipp's total design concept for the three shelters which was recommended by the Parks Committee and approved by City Council.

- To our knowledge, the City Council has not approved omission of the stone benches from the architect's design.

- The stone benches were a feature of the shelter design shown to the public during fundraising and included in the City's publicity regarding the plans for R Park's shelters

- Every single feature of George Knipp's shelter design now has the "Go-Ahead" for construction except for the stone benches, which were deferred until now.

- Construction of the stone benches was intentionally delayed until the construction of the Pavilion so that stonework on all three shelters would be cohesive in both design and materials.

- Mega will soon be constructing the pavilion's stonework so now is the best time for completing the stone benches in the small shelters.

- Although the construction cost for the stone benches was inadvertently omitted from the R Park Phase 1 and 2 project budget, we urge the City to find resources in its current budget.

- ***CFI is willing to join with the City by designating CFI's remaining \$5,846.22 monies specifically donated for R Park shelters to help pay the construction costs for the stone***

benches in the 2 small shelters. The Mega bid given on 7/24/20 was \$11,976 – If other bids are sought by the City, it must be kept in mind that the small shelters' stonework should match the pavilion stonework.

We respectfully request your recommendation that the City Council approve construction of the stone benches in the small shelters utilizing a combination of funds from the City and from CFI's donation of \$5,846.22..

Thank you for letting us know if and how we may join you remotely on August 12 at 6 pm. to present our proposal.

Sincerely,

CFI members:

Sarah Martin	Judy and Tom Hyde	Nancy Johnston
Sara Coe	Gretchen and Ardie Davis	Loretta Carson

Up Of Campaign	Pledge Date	Contributor	Address	City	State/Province	Zip/Postal Code	Description	Amount
Parks / Trees	5/22/2020	3M Foundation	3M Center Bldg 225-1S-23	St. Paul	MN	55144-1000	Donation from J. Provyn's employer for volunteer service match	\$500.00
Parks / Trees	10/5/2020	FOUNDATIO N - GRANTS					Grant from Parks for the "See Red Run" sculpture landscaping. Approved by Kathleen 10/5/2020 from Parks Committee	(\$3,000.00)
Sustainability	10/5/2020	FOUNDATIO N - GRANTS					Contribution from Sustainability to See Red Run Sculpture landscaping. Approved by Judy Hyde 10/5/20	(\$1,000.00)
Otherwise Donor Designated	6/25/2020	Kathleen & James Whitworth	5204 Catalina St	Roeland Park	KS	66205	Memorial Tree - balance from previous "overpayment". In honor of Phillip Guy Whitworth - Sweeny Park Crabapple	\$70.00

D-R-A-F-T 10/29/2020

Roeland Park Community Foundation Advisory Board Meeting Minutes

October 28, 2020 – 5:02 p.m. to 5:37 p.m.

Virtual meeting via GoToMeeting

Present: Judy Orth, Chair—At Large; Laura Savidge, Vice Chair—Parks Committee; Ardie Davis, Secretary—At Large; Matt Heitmann, Community Engagement Committee; Mary Schulteis, representing Arts Committee; Mayor Michael Kelly, Council Liaison; Tom Madigan, Council Liaison; Jennifer Jones-Lacy, Staff Liaison

Absent: Judith Hyde, Sustainability Committee, due to log-in technical difficulties; George Schlegel, Arts Committee

1. Chair Judy Orth called the meeting to order at 5:02 p.m. beginning with roll call.
2. Approval of minutes from July 9, 2020 meeting (Attached)
Motion to Approve: Laura Savidge
Second: Tom Madigan
Unanimous ayes
3. Review of Financials:
 - Current Balances (Attached)
 - Expenditures (Attached)Motion to Approve: Mike Kelly
Second: Tom Madigan
Unanimous ayes
4. Review & Approval of Grants (Attached, with additional documentation)
 - a. See Red Run Landscaping in R Park - \$1,000 contribution from Sustainability Committee and \$3,000 contribution from Parks funds.
Motion to Approve: Mike Kelly
Second: Tom Madigan
Unanimous ayes
 - b. Sustainability Committee \$1,500 contribution toward purchase of Dynamhex software.
Discussion: Judy Orth asked if there would be communication with citizens regarding Dynamhex reports.

Jennifer Jones-Lacy replied that Dynamhex reports compiled from individual voluntary residents' self-reports and utility data. The information will be available on the City website and through public presentations.

Laura Savidge asked how it will benefit the City.

Mike Kelly replied that it will yield a low-cost carbon footprint audit to help the City take effective measures to lower carbon emissions, save energy costs and enhance citizens' health. Cost savings from Dynamhex data collection and analysis will be a tenth of the very labor-intensive alternative of analyzing raw data from KCP&L. Results may incentivize the adoption of cost-saving alternative energy sources such as solar power.

Motion to Approve: Laura Savidge

Second: Mike Kelly

Unanimous ayes

- c. Citizens Fundraising Initiative contribution of \$75,000 toward construction of community pavilion and \$5,846 toward construction of stone benches in R Park small shelters, totaling \$80,846 contribution from R Park bucket.

Motion to Approve: Tom Madigan

2nd: Judy Orth

Unanimous ayes

- d. Landscaping in Nall Park Rain Garden surrounding new sculpture, \$1,500

Motion to Approve: Judy Orth

2nd: Laura Savidge

Unanimous ayes

Additional Discussion:

Judy Orth asked for clarification of the \$7,000 *Signature Art – Arts Committee* entry in the Current Balances Report. Jennifer Jones-Lacy explained that the Arts Committee is reserving an annual \$7,000 allocation from the City Budget until such time as accumulated funds are sufficient to purchase a major public art asset for the City. Judy Orth asked if the Arts Committee has a dollar amount in mind. Mary Schulteis replied that the goal is to save \$25,000 for a major public art purchase.

5. Review list of donors from previous months and updated list of thank you notes (attached).

Notes to Parks & Trees Committee and Sustainability Committee not necessary; Jennifer Jones-Lacy will prepare a thank you note to Kathleen Whitworth for Memorial Tree in Sweeney Park to be signed by Judy Orth or Mayor Kelly.

6. New Business:

- None at this time.

7. Motion to Adjourn: Matt Heitmann

Second, Laura Savidge

Unanimous ayes

Item Number: New Business- VIII.-A.
Committee 11/2/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 10/29/2020
Submitted By: Mayor
Committee/Department: Admin.
Title: **Committee Appointment and Reappointments**
Item Type: Other

Recommendation:

To appoint Curtis Herrera to the Racial Equity Committee and reappoint Mary Schulteis to the Arts Committee.

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
 Curtis Herrera	Cover Memo

Online Form Submittal: Committee Volunteer Form

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

Sat 7/18/2020 2:33 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; Jones-Lacy, Jennifer <jjoneslacy@roelandpark.org>

Committee Volunteer Form

Date	7/18/2020
First Name	Curtis
Last Name	Herrera
Address	5230 BUENA VISTA ST
City	ROELAND PARK
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Pyramid Construction
How long have you been a resident of Roeland Park?	6 yrs
How much time do you have to devote per month?	8 hrs a month
Board & Committee Interest	Police Policy Committee & Race Equity Committee We have unique perspectives to bring to both these committees and would like to be part of issues that directly affect our family here in RP.
Select a Board or Committee	Other
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	<i>Field not completed.</i>
Resume	<i>Field not completed.</i>

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

Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Mon 10/10/2016 4:11 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	10/10/2016
Name:	Mary Schulteis
Daytime Phone Number:	
Evening Phone Number:	
Address:	<u>5347 Nall Avenue</u> <u>Roeland Park, Kansas 66202</u> <u>United States of America</u>
Place of Employment:	Retired
How long have you been a resident of Roeland Park?:	I think 12 years
How much time do you have to devote per month?:	Many hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I love the arts committee. I am interested in promoting the arts for Roeland Park and bringing more art to Roeland Park. Our city is know for the wonderful culture we have here and I want to continue to promote it. I am very motivated and love to promote our City to make it the best it can be.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If any):	I love working with all the people on the art committee. They are the best.
File Upload:	
HTML:	

Item Number: New Business- VIII.-B.
Committee 11/2/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 10/12/2020
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Task Order for Design of Staircase and Crosswalk at Elledge and Roe Lane**
Item Type: Other

Recommendation:

Staff recommends approving a task order with Lamp Ryneerson to incorporate a crosswalk on Roe Lane into the plans for the stair project leading from Roe Lane up to the Aldi Parking Lot. Council expressed a preference for the South Option (aligned with south side of Elledge).

Details:

Staff has received questions about the potential for adding a crosswalk that would provide access for pedestrians to the westside of Roe Lane from Elledge Dr. Currently, there is a crosswalk at Elledge & Roe Ln that allows pedestrians to cross from the southside to the northside of Elledge, however the nearest access to cross to the westside of Roe Ln is at Roe Blvd or 47th St.

Staff asked the city engineer to provide a few options and cost estimates to add a crosswalk at Roe Ln & Elledge. Attached are plans and cost estimates for two options developed, a verbal description of each option is below:

- South Option- install a new crosswalk on the southside of Elledge and connect to a new ADA landing ramp on the westside of Roe Ln. Currently, there is a large utility vault that is located within the existing sidewalk on the westside of Roe Lane and is in conflict where the ADA ramp would normally be placed with a standard perpendicular crosswalk. The concept drawing shows the crosswalk being installed at a skewed angle to avoid the utility vault. Relocating the utility vault would cost more than the entire cost of the crosswalk. Cost of option 1 is \$15,000
- North Option- Install a new crosswalk on the northside of Elledge Dr and connect to a new ADA landing ramp on the westside of Roe Ln. This option will provide a standard

perpendicular crosswalk. Cost for option 2 is \$16,500. This route is less direct than option 1.

The area has good sight distance and a controlled stop at Elledge Dr & Roe Ln therefore standard crosswalk signage is recommended. Advanced pedestrian crossing signs as well as signs at the crossing would likely be used due to it being a mid block pedestrian crossing. There is no parking permitted along Roe Lane in this area.

Completing design of the crosswalk in conjunction with the design of the stair case leading from the vicinity up to Aldi makes sense to ensure the two elements compliment each other. The crosswalk could be completed ahead of the stair, but staff expects the soonest installation could occur is in the spring. By spring we will have year end 2020 financial information which will tell us if sufficient funds exist to complete the stair installation in 2021 vs 2022 as was reflected in the adopted 2021 CIP. It is likely that the Special Infrastructure Fund will have enough in reserves in 2021 to complete the stair and crosswalk together based upon stronger than anticipated sales tax collection through the pandemic.

Please note that the task order scope reflects construction administration and observation fees assuming this is a stand alone project. It is possible that this project could be rolled into the parking lot improvements at City Hall and the Community Center, the annual street maintenance contract or the Reinhardt reconstruction project in which case about \$7,000 of the \$23,000 total could be avoided. If we are able to combine the projects into one bid package we will, but for now the task order is based upon a stand alone project approach.

Financial Impact

Amount of Request: \$23,000 at this time, could be less if projects are combined for bidding.	
Budgeted Item?	Budgeted Amount: \$23,000
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?

Provides a safe way for pedestrians to cross the street and provides a connection to the adjacent sidewalk on Roe Lane.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Design Task Order for Aldi's Staircase & Roe Lane Crosswalk	Cover Memo
<input type="checkbox"/> Crosswalk Options & Cost Estimates	Cover Memo

City of Roeland Park – ALDI Stairs and Roe Lane Crossing

Contract: On-Call City Engineering

Ordinance or Resolution:

Task Agreement No: 20-5

Funding Amount: \$23,355

Purchase Order No:

Project Title: ALDI Stairs and Roe Lane Crossing

Contractor/Consultant:
Lamp Rynearson
9001 State Line Road, Suite 200
Kansas City, MO 64114

Division Manager:
Civil Design Group
Daniel G. Miller, P.E. – Civil Design Group Leader

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): Attachment A – Fee Estimate

PROJECT Scope (see Attachment A for detailed fee estimate):

1. Survey: Perform property and topographic survey of subject improvement area. Prepare a pedestrian easement to cover stair improvement on ALDI property. Obtain ownership and encumbrance document for ALDI property.
2. Design: Provide final design drawings for Roe Lane crossing and sidewalk ramp improvements, and stairs. Conduct utility coordination meeting, provide an engineer's estimate of probable construction costs, and prepare bid documents consisting of final construction drawings and a project manual with technical specifications.
3. Construction Phase Services: Review shop drawings, answer questions during construction, and perform final walkthrough and prepare punch list.
4. Construction Observation Services: Provide part time construction observation. A 2-week construction period is assumed.

The attached services will be provided for an hourly rate. Total not to exceed project fee is \$23,355, including direct expenses.

Staff Signatures

Mayor:

Mike Kelly

City Administrator:

Keith Moody

Signature: _____

Date: _____

Signature: _____

Date: _____

Partner Signatures

Division Manager:

Daniel G. Miller, P.E.

Signature: _____

Date: _____

Company Principal (if different):

Tony O'Malley, P.E.

Signature: _____

Date: _____

Project Type: Design X Construction _____ Property Acquisition _____ Conceptual/Problem Solving _____ Surveying X

Project Discipline(s): Transportation _____ Planning _____ Water _____ Wastewater _____ Stormwater _____

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and Larkin Lamp Rynearson (Professional), dated 1/1/2017.

Attach scope of work, budget, and other supporting material



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Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

ATTACHMENT A CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE ALDI Stairs and Roe Lane Pedestrian Crossing
LOCATION Roeland Park
DATE 10/22/2020

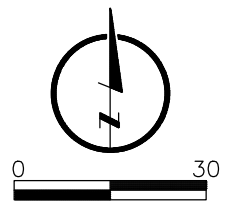
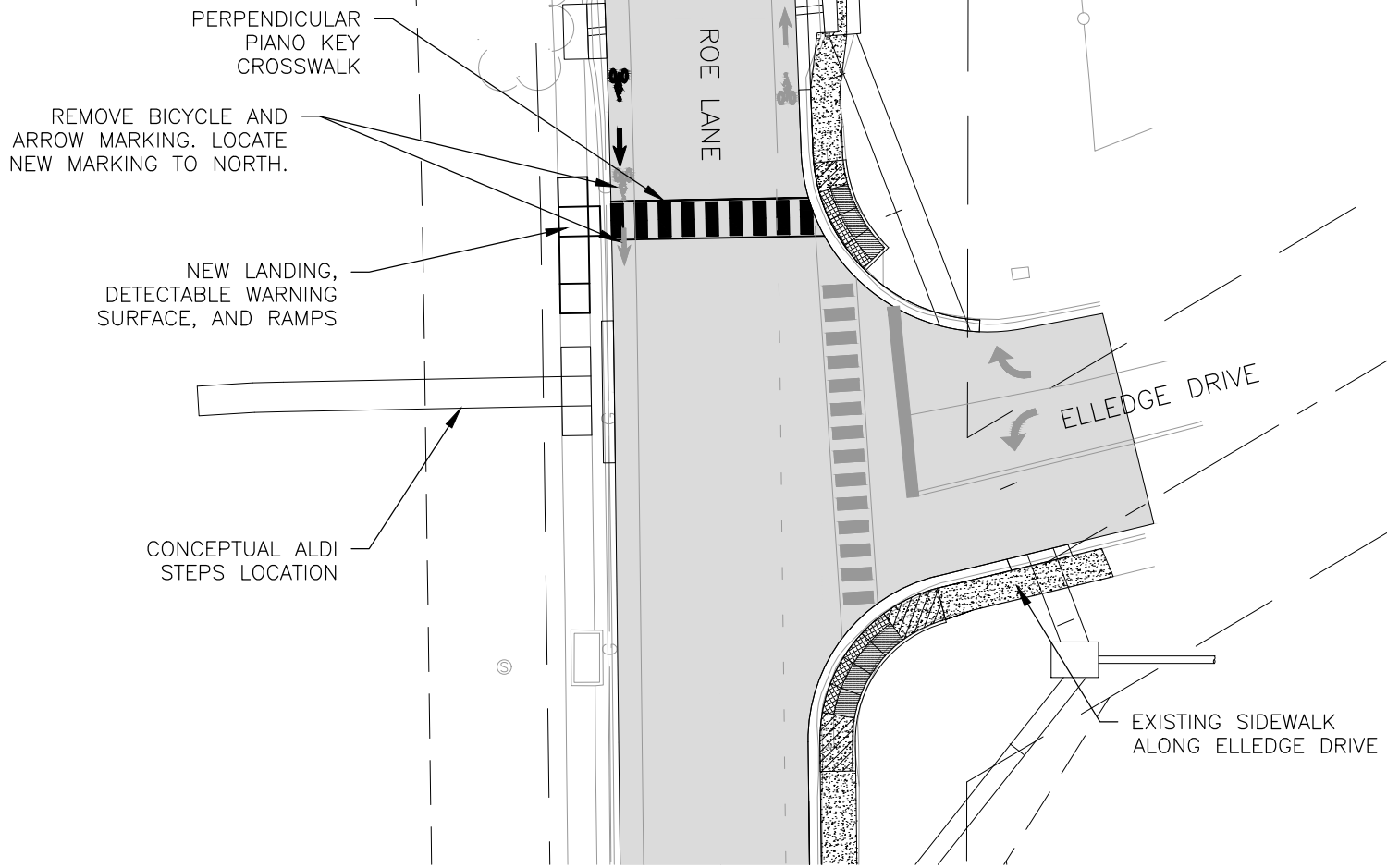
PROJECT # 0320001.01
BY Dan McGhee

Classification:	Senior Project	Project Engineer	Senior Project Engineer	Project Designer IV	Construction Observer	Admin	Survey	Subtotal of Hrs per Item	Subtotal of Fee per Item
Associate:	McGhee	Skourup	Van Patten	McMurry	Jones	Nichols			
Hourly Rate:	\$191.00	\$179.00	\$116.00	\$106.00	\$96.00	\$79.00			

Survey									
Boundary Survey									\$1,200.00
Topographic Survey									\$1,300.00
Easement (Stairs on ALDI Property)									\$800.00
								Labor Fee	\$3,300.00
								Reimbursables 5%	\$165.00
								Contingency 5%	\$165.00
								Subtotal of Survey Services	\$3,630.00
Design									
Base Map				2				2	\$212.00
Cover Sheet, Notes, and Summary of Quantities	1			2				3	\$403.00
Crosswalk and Ramp Design	1		3	4				8	\$963.00
Stair Design and Grading	4	8	2	4				18	\$2,852.00
Details	2	4	2	8				16	\$2,178.00
Address City Comments and Project Management	2		4	6				12	\$1,482.00
Utility Coordination, Meetings, Updates	2		3	3				8	\$1,048.00
Engineer's Estimate of Probable Construction Costs	1		2	2				5	\$635.00
Project Manual and Technical Specifications	2		6			8		16	\$1,710.00
Subtotal of Hours per Associate	15	12	22	31	0	8		88	
Subtotal of Fee per Associate	\$2,865.00	\$2,148.00	\$2,552.00	\$3,286.00	\$0.00	\$632.00			
								Labor Fee	\$11,483.00
								Reimbursables 1%	\$114.83
								Contingency 3%	\$344.49
								Subtotal of Design Services	\$11,942.32
Construction Contract Administration									
Shop Drawing Review / Submittals	1	2	6					9	\$1,245.00
Construction Issues and Question Resolution	2		6					8	\$1,078.00
Perform Final Walkthrough, Punch List, Follow-up	2		4		2			8	\$1,038.00
Subtotal of Hours per Associate	5	2	16	0	2	0		25	
Subtotal of Fee per Associate	\$955.00	\$358.00	\$1,856.00	\$0.00	\$192.00	\$0.00			
								Labor Fee	\$3,361.00
								Reimbursables 2%	\$67.22
								Contingency 5%	\$168.05
								Subtotal of Construction Contract Administration	\$3,596.27
Construction Observation									
Construction Observation								0	\$0.00
Part Time, 20 Hours / Week, 2 Week Construction					40			40	\$3,840.00
Subtotal of Hours per Associate	0	0	0	0	40	0		40	
Subtotal of Fee per Associate	\$0.00	\$0.00	\$0.00	\$0.00	\$3,840.00	\$0.00			
								Labor Fee	\$3,840.00
								Reimbursables 4%	\$153.60
								Contingency 5%	\$192.00
								Subtotal of Construction Observation	\$4,185.60
								PROJECT TOTAL	\$23,354.19

Notes:

1. Stair design is for municipal style stairs.
2. Assumes the project is bid with another project (i.e. Community Center / City Hall)



NORTH PEDESTRIAN CROSSING CONCEPT PLAN

**LAMP
RYNEARSON**

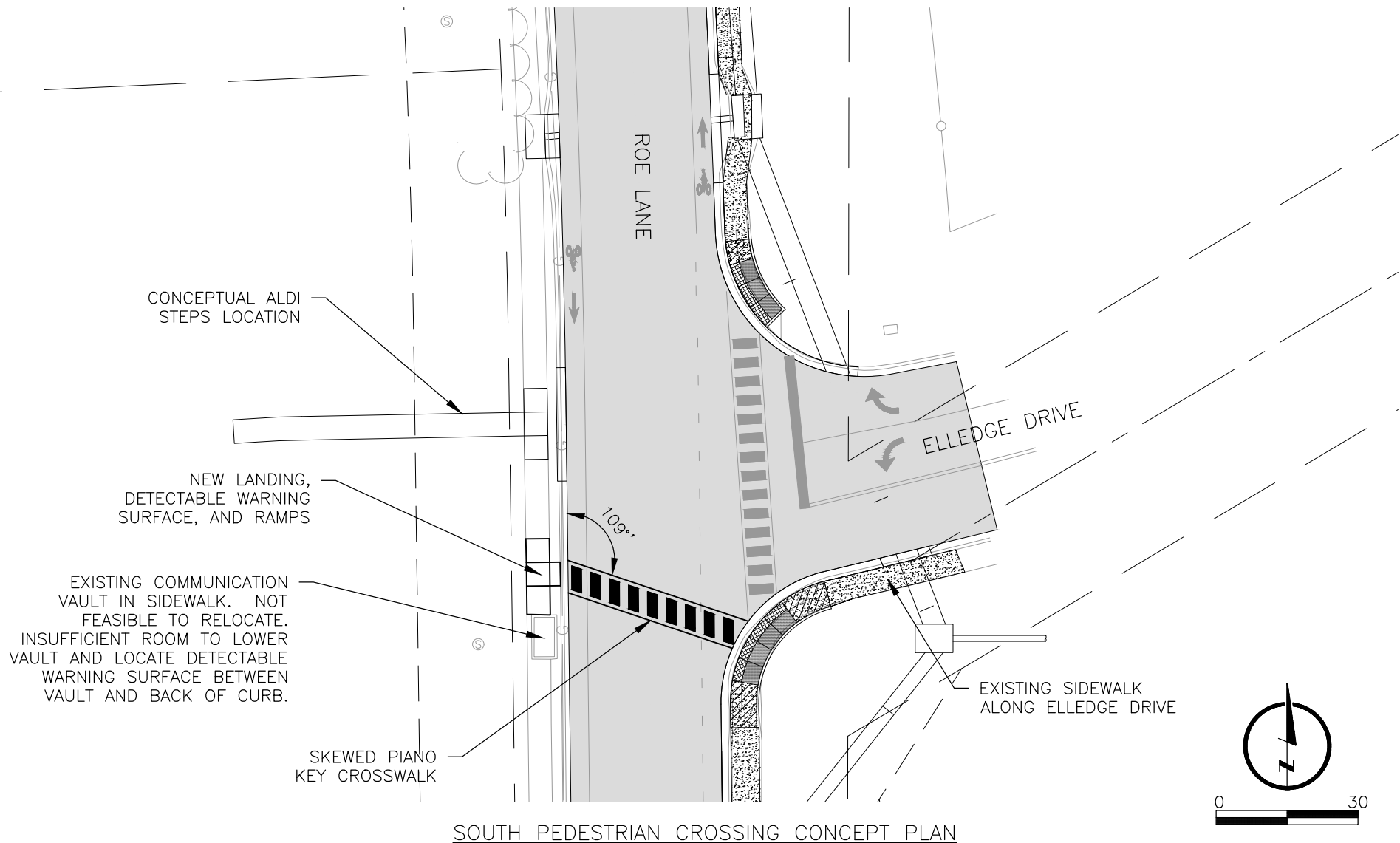
9001 STATE LINE RD., STE. 200
KANSAS CITY, MO 64114
816.361.0440
LampRynearson.com

DESIGNER / DRAFTER
REVIEWER
PROJECT NUMBER 0320001.01
DATE 7/8/2020
SURFACE LOCATION
BOOK AND PAGE

ROE LANE CROSSING — NORTH OPTION

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**LAMP
RYNEARSON**

9001 STATE LINE RD., STE. 200
KANSAS CITY, MO 64114
816.361.0440
LampRynearson.com

DESIGNER / DRAFTER

REVIEWER

PROJECT NUMBER

0320001.01

DATE

7/8/2020

SURFACE LOCATION

BOOK AND PAGE

ROE LANE CROSSING — SOUTH OPTION

2 OF 2



9001 State Line Rd., Ste. 200
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 LampRynearson.com

7/9/2020

Project Cost Estimate					
Roe Lane Pedestrian Crossing - North Concept					
Elledge Dr/Roe Lane					
City of Roeland Park, KS					
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Mobilization	LS	1	\$ 1,000.00	\$ 1,000.00
2	Demolition	LS	1	\$ 1,000.00	\$ 1,000.00
3	Concrete Curb	LF	8	\$ 30.00	\$ 240.00
4	Sidewalk (4")	SF	25	\$ 8.00	\$ 200.00
5	Sidewalk Ramps with Detectable Warning Surface (6")	SF	35	\$ 15.00	\$ 525.00
6	Sidewalk Ramps (6")	SF	65	\$ 12.00	\$ 780.00
7	Detectable Warning Surface	SF	10	\$ 45.00	\$ 450.00
8	Permanent Pavement Marking Bicycle and Arrow	EA	1	\$ 600.00	\$ 600.00
9	Permanent Pavement Marking (6") (White)	LF	70	\$ 6.00	\$ 420.00
10	Permanent Pavement Marking (24") (White)	LF	45	\$ 20.00	\$ 900.00
11	Signage	LS	1	\$ 1,500.00	\$ 1,500.00
12	Sodding	LS	1	\$ 500.00	\$ 500.00
13	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00
14	Construction Staking	LS	1	\$ 600.00	\$ 600.00
15	Force Account	Set	1	\$ 1,000.00	\$ 1,000.00

Subtotal \$ 10,715.00
 Contingency (15%) \$ 1,600.00
 Construction Cost \$ 12,315.00

Engineering (20%) \$ 2,500.00
 Construction Administration/Part Time Observation (10%) \$ 1,200.00
 Material Testing (4%) \$ 500.00
 Total Project Cost \$ 16,515.00

1. Unit prices assume project is constructed in conjunction with larger project (i.e. ALDI steps, street maintenance, etc.)
2. Pedestrian crosswalk signage on Roe Lane is optional.
3. Excludes easement acquisition, legal fees / publications, utility relocations, financing and bonding



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7/9/2020

Project Cost Estimate					
Roe Lane Pedestrian Crossing - South Concept					
Elledge Dr/Roe Lane					
City of Roeland Park, KS					
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Mobilization	LS	1	\$ 1,000.00	\$ 1,000.00
2	Demolition	LS	1	\$ 1,000.00	\$ 1,000.00
3	Concrete Curb	LF	8	\$ 30.00	\$ 240.00
4	Sidewalk Ramps with Detectable Warning Surface (6")	SF	35	\$ 15.00	\$ 525.00
5	Sidewalk Ramps (6")	SF	55	\$ 12.00	\$ 660.00
6	Detectable Warning Surface	SF	10	\$ 45.00	\$ 450.00
7	Permanent Pavement Marking (6") (White)	LF	77	\$ 6.00	\$ 462.00
8	Permanent Pavement Marking (24") (White)	LF	45	\$ 20.00	\$ 900.00
9	Signage	LS	1	\$ 1,500.00	\$ 1,500.00
10	Sodding	LS	1	\$ 500.00	\$ 500.00
11	Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00
12	Construction Staking	LS	1	\$ 600.00	\$ 600.00
13	Force Account	Set	1	\$ 1,000.00	\$ 1,000.00

Subtotal \$ 9,837.00
 Contingency (15%) \$ 1,500.00
 Construction Cost \$ 11,337.00

Engineering (20%) \$ 2,300.00
 Construction Administration/Part Time Observation (10%) \$ 1,100.00
 Material Testing (4%) \$ 500.00
 Total Project Cost \$ 15,237.00

1. Unit prices assume project is constructed in conjunction with larger project (i.e. ALDI steps, street maintenance, etc.)
2. Pedestrian crosswalk signage on Roe Lane is optional.
3. Excludes easement acquisition, legal fees / publications, utility relocations, financing and bonding

Item Number: New Business- VIII.-C.
Committee 11/2/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 10/29/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Approve Judge and Prosecutor Service Agreements**
Item Type: Agreement

Recommendation:

Staff recommends approval of service agreements for the Prosecuting Attorney and Municipal Judge.

Details:

In the course of reviewing appointments of professional positions we discovered that the Judge and Prosecutor do not have service agreements (they are paid through payroll but don't have job descriptions) similar to those in place for the City Attorney and City Engineer. Most smaller cities have service agreements for these types of professional services. The attached agreements are based upon agreements employed by Prairie Village. The agreements specify the duties and authority for each position as well as define the fee for service. The agreements have been reviewed and approved as to form by the City Attorney. The Judge and Prosecutor, both are agreeable to the terms.

The agreements are set to start January 1, 2021 and be in place through December 31, 2021. The agreement may be mutually renewed by both parties annually. The agreement may be terminated by either party with 60 days notice. These provisions are commonly employed in professional service agreements.

The proposed fee is based upon the current payroll expense incurred by the City related to each position.

Financial Impact

Amount of Request: \$17,000 per year for the Judge; \$14,000 per year for the Prosecutor
--

Budgeted Item?	Budgeted Amount: \$17,000 per year for the Judge; \$14,000 per year for the Prosecutor
Line Item Code/Description: Contracted Services	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Judge Service Agreement	Cover Memo
<input type="checkbox"/> Prosecutor Service Agreement	Cover Memo

PROFESSIONAL SERVICES AGREEMENT MUNICIPAL JUDGE CONTRACT

This MUNICIPAL JUDGE CONTRACT (“Contract”), made and entered into effective as of _____, 2020 by and between Karen Torline (the “Judge”) and the City of Roeland Park, Kansas, a Kansas municipal corporation (the “City”).

The Judge and the City, for the mutual promises and consideration hereinafter set forth, agree as follows:

1. Scope of Work

a. The Judge shall provide the services as described in Exhibit A (the “Work”), all as attached and incorporated herein.

b. The Judge shall be solely responsible for all means, methods, techniques and sequences for coordinating all portions of the Work. The Judge shall be responsible to the City for the acts and omissions of their agents and employees and other persons performing any of the Work.

c. The Judge is free to establish and control their times of performance of the Work and the City shall not dictate time of performance except as required for presiding over municipal court dockets, as noted in Exhibit A.

d. The Judge is not required to perform work exclusively for the City during the term of this Contract.

2. Independent Contractor. This Contract does not create an employer/employee relationship between the parties. It is the parties’ intention that the Judge will be an independent contractor and not the City’s employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers’ compensation law, and Kansas unemployment insurance law. The Judge will retain sole and absolute discretion and judgment in the manner and means of carrying out the Judge’s activities and responsibilities hereunder. The Judge agrees that they are a separate and independent enterprise from the City, that they have a full opportunity to find other business, that they have made their own investment in their business, and that they will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Judge and the City, and the City will not be liable for any obligation incurred by the Judge, including, but not limited to, unpaid minimum wages and/or overtime premiums.

3. License. The Judge shall at all times hold an unrestricted license to practice law in the State of Kansas. The Judge shall give all notices and comply with all laws, ordinances,

rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4. **Annual Training.** The Judge is strongly encouraged to attend the annual conference for municipal judges continuing legal education conference hosted by the Kansas Supreme Court Office of Judicial Administration (“OJA”). The OJA does not charge a fee to municipal judges for such attendance and also will reimburse Judge for hotel, travel, and provide a per diem for food. Judge will notify the City Administrator of their ability annually to attend this conference.

5. **Indemnification.** The Judge shall appear, defend, indemnify and hold harmless the City, members of the City’s governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions, and costs arising out of the Work performed under the terms of this Contract, or on account of any act or omission by the Judge or their agents, employees, or representatives, or from any claims or amounts arising or recovered under workers’ compensation laws or any other law, bylaw or ordinance, order, decree, or any failure on the part of the Judge to fulfill the Judge’s obligations under this Contract. Without limiting the generality of the preceding sentence, it is the intent of the parties to this Contract that the City shall, in all instances, be indemnified against all liability losses and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

6. **Governing Law.** This Contract shall be governed by the laws of the State of Kansas.

7. **Contract Fee.** The Judge shall be compensated for the Work as set forth in Exhibit A. The City will promptly pay for services performed in arrears in twelve equal monthly installments.

8. **Contract Term.** The term of this Contract will be for an initial period commencing on January 1, 2021 and continue through December 31, 2021. The agreement may be renewed on a calendar year basis with the mutual consent of the City and Judge.

9. **Termination.** If the Judge fails to adequately perform the services or is otherwise determined by the City to have committed misconduct, the City may immediately terminate this Contract by written notice to Judge. Either party may terminate this Contract at any time, without cause, subject to an obligation to give notice in writing to the other party at least sixty (60) days prior to termination. Termination is effective sixty (60) days from the date of the written notice unless otherwise specified therein. Notwithstanding the termination, the City will remain obligated to pay the Judge all fees incurred prior thereto.

10. **Rights and Remedies.** The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or

failure to act by the City or the Judge shall constitute a waiver of any right or duty afforded the parties under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence to any briefs hereunder, except as may be specifically agreed to in writing.

11. **Litigation.** Should litigation be necessary to enforce any term or provision under this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

12. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the subject matter.

13. **Amendment.** No amendment or modification of this Contract shall be valid or effective, unless in writing and signed by the parties to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, the day and year first herein written.

JUDGE

By: _____
Karen Torline

CITY OF ROELAND PARK, KANSAS

By: _____
Mayor Mike Kelly

ATTEST:

By: _____
Kelly Nielsen, City Clerk

APPROVED AS TO FORM:

By: _____
Steven Mauer, City Attorney

EXHIBIT A
SCOPE OF WORK & CONTRACT RATE

1. The Judge shall serve as municipal court judge for the City of Roeland Park, Kansas. The Judge's primary responsibilities shall include, but are not limited to, the following:

- a. Presiding over the Court's regularly scheduled dockets, including video appearances when necessary;
- b. Scheduling and presiding over such additional or special dockets or hearings as may from time to time be necessary for expeditious disposition of pending matters;
- c. Establishing or ratifying a fine schedule applicable to traffic infractions and any other violation for which a scheduled fine is permissible;
- d. Establishing or ratifying policies and procedures for posting and revocation of appearance bonds;
- e. Adjudging such convictions, acquittals, and other dispositions as the evidence and law warrant;
- f. Imposing authorized punishment upon persons convicted of violating City ordinances;
- g. Issuing such subpoenas, arrest warrants, and other process as Court procedures and the facts and law warrant; and,

2. The Judge shall, in the ordinary course of her duties, coordinate administrative aspects with the Court Clerk or designee to ensure effective and efficient operation of the Court. Administrative matters not resolved through such coordination shall be submitted to the City Administrator for resolution; provided, that this Contract shall not be construed to require the Judge to perform any act which would violate the Code of Judicial Conduct.

3. All Municipal Court dockets shall be conducted in the courtroom of the Roeland Park City Hall, 4600 West 51st Street, Roeland Park, Kansas 66205; provided, that if the courtroom is unavailable by reason of damage, destruction or public emergency, the City may designate another suitable location. Virtual court proceedings may also be conducted, in which case the City will provide the Judge with technology necessary to carry out virtual court proceedings.

4. The Municipal Court dockets are held on designated Tuesdays and Fridays beginning at 8:00 a.m. and designated Wednesdays beginning at 5:30 p.m., as more fully set forth on the City's Municipal Court Calendar. The court dockets may be modified from time to time as necessary. Any modifications shall be made with input from the Court Clerk, Prosecutor, Police Chief, Judge and City Administration.

5. The Judge will be compensated \$1,416.67 per month (\$17,000.00 per year).

6. The Judge shall provide such services for all other duties as required by City Code.

PROFESSIONAL SERVICES AGREEMENT CITY PROSECUTOR CONTRACT

This CITY PROSECUTOR CONTRACT (“Contract”), made and entered into effective as of _____, 2020 by and between _____ (the “Prosecutor”) and the City of Roeland Park, Kansas, a Kansas municipal corporation (the “City”).

The Prosecutor and the City, for the mutual promises and consideration hereinafter set forth, agree as follows:

1. Scope of Work

a. The Prosecutor shall provide the services as described in Exhibit A (the “Work”), all as attached and incorporated herein.

b. The Prosecutor shall be solely responsible for all means, methods, techniques and sequences for coordinating all portions of the Work. The Prosecutor shall be responsible to the City for the acts and omissions of their agents and employees and other persons performing any of the Work.

c. The Prosecutor is free to establish and control their times of performance of the Work and the City shall not dictate time of performance except as required for presiding over municipal court dockets, as noted in Exhibit A.

d. The Prosecutor is not required to perform work exclusively for the City during the term of this Contract.

2. Independent Prosecutor. This Contract does not create an employer/employee relationship between the parties. It is the parties’ intention that the Prosecutor will be an independent Prosecutor and not the City’s employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers’ compensation law, and Kansas unemployment insurance law. The Prosecutor will retain sole and absolute discretion and judgment in the manner and means of carrying out the Prosecutor’s activities and responsibilities hereunder. The Prosecutor agrees that they are a separate and independent enterprise from the City, that they have a full opportunity to find other business, that they have made their own investment in their business, and that they will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Prosecutor and the City, and the City will not be liable for any obligation incurred by the Prosecutor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

3. License. The Prosecutor shall at all times hold an unrestricted license to practice law in the State of Kansas. The Prosecutor shall give all notices and comply with all laws,

ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4. **Indemnification.** To the extent any claims or demands arise from conduct, actions or inactions attributed to the Prosecutor, the Prosecutor shall appear, defend, indemnify and hold harmless the City, members of the City's governing body, its officers, agents, representatives, successors and assigns from and against all such claims and costs arising out of the Work performed under the terms of this Contract, or on account of any act or omission by the Prosecutor or their agents, employees, or representatives, or from any claims or amounts arising or recovered under workers' compensation laws or any other law, bylaw or ordinance, order, decree, or any failure on the part of the Prosecutor to fulfill the Prosecutor's obligations under this Contract.

5. **Governing Law.** This Contract shall be governed by the laws of the State of Kansas.

6. **Insurance.** The Prosecutor shall purchase and maintain professional liability insurance in minimum amounts of three-hundred thousand dollars (\$300,000.00) per specific claim and one-hundred thousand dollars (\$100,000.00) per aggregate claim per occurrence. If required by the City, Certificates of Insurance acceptable to the City shall be filed with the City at all times while this Contract is in effect. The Certificates shall contain a provision stating that coverage is supported and that the policies will not expire, be canceled, or changed until all Work has been completed and accepted by the City.

7. **Contract Fee.** The Prosecutor shall be compensated for the Work as set forth in Exhibit A. The City will promptly pay for services performed in arears in twelve equal monthly installments.

8. **Contract Term.** The term of this Contract will be for an initial period commencing on January 1, 2021 and continue through December 31, 2021. The agreement may be renewed on a calendar year basis with the mutual consent of the City and Prosecutor.

9. **Termination.** If the Prosecutor fails to adequately perform the services or is otherwise determined by the City to have committed misconduct, the City may immediately terminate this Contract by written notice to Prosecutor. Either party may terminate this Contract at any time, without cause, subject to an obligation to give notice in writing to the other party at least sixty (60) days prior to termination. Termination is effective sixty (60) days from the date of the written notice unless otherwise specified therein. Notwithstanding the termination, the City will remain obligated to pay the Prosecutor all fees incurred prior thereto.

10. **Rights and Remedies.** The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by the City or the Prosecutor shall constitute a waiver of any right or duty afforded the parties under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence to any briefs hereunder, except as may be specifically agreed to in writing.

11. **Litigation.** Should litigation be necessary to enforce any term or provision under this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorneys' fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

12. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the subject matter.

13. **Amendment.** No amendment or modification of this Contract shall be valid or effective, unless in writing and signed by the parties to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, the day and year first herein written.

PROSECUTOR:

CITY OF ROELAND PARK, KANSAS

By: _____
Frank Gilman

By: _____
Mayor Mike Kelly

ATTEST:

By: _____
Kelly Nielsen, City Clerk

APPROVED AS TO FORM:

By: _____
Steven Mauer, City Attorney

EXHIBIT A
SCOPE OF WORK & CONTRACT RATE

1. The Prosecutor shall serve as the City Prosecutor for the City of Roeland Park, Kansas. The Prosecutor's primary responsibilities shall include, but are not limited to, prosecution of misdemeanors, traffic violations that occur within the City and violation of Roeland Park City Ordinances.
2. The Prosecutor shall render to the best of their abilities, in accordance with applicable professional standards, the services, legal representation, and advice described herein during the continuance of this Contract.
3. The Prosecutor agrees to faithfully represent the interests of the City in carrying out his or her duties as City Prosecutor and in accordance with established prosecution standards and policies.
4. The Prosecutor's services shall include attendance at hearings to represent the City of Roeland Park as City Prosecutor in the Municipal Court and preparation for such hearings. Hearing, trial, arraignment, and plea dockets will be as specified by the City from time to time and will be held at City Hall. Virtual court proceedings may also be conducted, in which case the City will provide the Prosecutor with the necessary technology.
5. The Prosecutor will be compensated \$1,166.67 per month (\$14,000 per year) for prosecution services described in paragraph 4 above.
6. The Prosecutor shall also be required to continue its representation of the City when a case is appealed to the Johnson County District Court or to Kansas Appellate Court. The Prosecutor may also be requested from time to time to provide legal advice to the police department not involving the prosecution of individual cases. The Prosecutor shall be compensated at an hourly rate of \$130.00 for such appeal work.
7. The Prosecutor shall be responsible for arranging for substitute counsel when unable, for any reason, to appear in Court. Substitute counsel shall not be used routinely. Generally, substitute counsel shall be used only when the Prosecutor cannot serve as City Prosecutor because of illness or prior legal commitment in another Court or due to a conflict of interest. All services performed by substitute counsel shall be the sole responsibility of the Prosecutor, including matters of compensation due and payable to substitute counsel for work performed. All substitute counsel shall meet the terms and conditions reflected in this agreement and shall adhere to the scope of work provided herein.
8. The Prosecutor shall provide such services for all other duties as required by City Code.

Item Number: New Business- VIII.-D.
Committee Meeting Date: 11/2/2020

City of Roeland Park
Action Item Summary

Date: 10/8/2020
Submitted By: Staff
Committee/Department: Admin
Title: Reappointment of Judge, Prosecutor, City Engineer and City Attorney
Item Type: Other

Recommendation:

Reappoint Steve Mauer and Mauer Law Firm as City Attorney; Dan Miller and Larkin as City Engineer; Karen Torline as Municipal Judge and Frar through 12/31/2021.

Details:

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

Financial Impact

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

Additional Information

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Sec. 1-301. - Appointment.

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

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

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Sec. 1-302. - Removal.

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

(a) Good cause shall mean any act or acts by an officer which constitutes misconduct, misfeasance, malfeasance, gross neglect of official duty or incompetency.

(b) Gross neglect of official duty shall mean willful failure to perform or utter disregard of the duties incumbent on an officer.

(c) Incompetency shall mean lack of ability to discharge the required duties of an officer.

(d) Malfeasance shall mean any wrongful conduct that affects, interrupts or interferes with the performance of official duties.

(e) Misconduct shall mean a violation of the rules of propriety by which all persons should govern their behavior.

(f) Misfeasance shall mean the improper performance of an act lawfully permitted to be performed by an officer.

(Ord. No. 425, § 1, A)

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

(a) Any request for the removal of an officer for good cause shall be in writing by the Mayor or a member of the City Council and shall be addressed to the members of the and concisely the facts constituting the cause upon which the request is based.

(b) On receipt of such request for removal, the City Council shall cause to be sent to the officer whose removal is sought a copy of the request for removal and a statemen which to request a public or private hearing before the City Council regarding the allegations contained therein.

(Ord. No. 425, § 1, B, C)

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Sec. 1-304. - Same; Hearing.

If the officer whose removal is sought requests a hearing on the allegations contained in the request for removal, the City Council shall hold such hearing, either pu time and place determined by the City Council, with at least five days notice of such time and place being given to the individual requesting such hearing. If no requ within ten days of the forwarding of the request for removal by the City Council, the City Council may proceed to act upon the request for removal without further nc

(Ord. No. 425, § 1, D)

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

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

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Sec. 1-306. - Same; Suspension.

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

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Frank Gilman RFQ Response	Exhibit
<input type="checkbox"/>	Karen Torline RFQ Response	Exhibit
<input type="checkbox"/>	Agreement with Mauer Law	Exhibit
<input type="checkbox"/>	Mauer Law RFQ Response	Cover Memo
<input type="checkbox"/>	Agreement with Lamp Rynearson	Exhibit
<input type="checkbox"/>	Lamp Rynearson RFQ Response	Cover Memo

GILMAN LAW OFFICE

Frank P. Gilman, P.A.

Windmill Village

200 Building 7

7270 W. 98th Terrace

Overland Park, Kansas 66212

email: frankg@gilmanlawoffice.com

website: gilmanlawoffice.com

Office: (913) 381-5280

Fax: (913) 381-2332

February 26, 2014

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

Re: Municipal Court Prosecutor Position

Dear Mr. Otto:

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

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

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

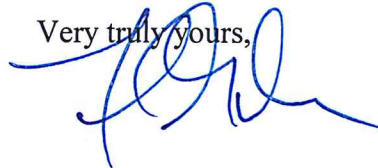
In an attempt to expedite the process and duration of each court docket, I make myself available throughout each day to communicate with attorneys and other witnesses in order to resolve and reduce the caseload. I began accepting attorney initiated plea bargaining for minor traffic offenses through the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

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

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

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

Very truly yours,



Frank P. Gilman

Enclosures

REFERENCES

Lannie Ornburn
Assistant District Attorney
Office of the District Attorney
P. O. Box 728
Olathe, KS 66051
913-715-3051

John Harvell, Municipal Judge
City of Merriam
108 E. Cedar
Olathe, KS 66061
913-339-9919

Betina Jamerson, Court Clerk
City of Prairie Village
City of Mission Hills
7700 Mission Rd.
Prairie Village, KS 66208
913-385-4680

Kathy Thomas
Administrative Assistant to
James Franklin Davis, District Judge
Johnson County District Court
Olathe, KS 66051
913-715-5000

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

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



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

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

February 11, 2013

To Whom It May Concern,

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

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

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

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

Respectfully,

Bettina Jamerson
Court Administrator
Prairie Village/Mission Hills
Municipal Court

FRANK P. GILMAN

ATTORNEY

9421 Ensley Lane
Leawood, KS 66206
(913) 381-6342

7270 W. 98th Terrace
Building 7, Suite 200
Overland Park, KS 66212
(913) 381-5280

frankg@gilmanlawoffice.com

www.gilmanlawoffice.com

PROFESSIONAL EXPERIENCE

- Law Office of David R. Gilman 1991 to 2000
- Gilman Law Office - Frank P. Gilman P.A. 2000 to present

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

- Roeland Park City Prosecutor 2001 to present

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

- Pro Tem Services 1996 to present

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

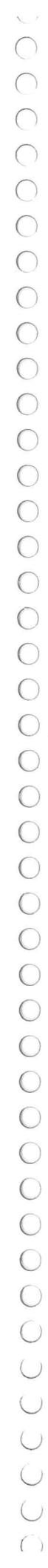
- City Council Representative 1992 to 1996

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

ACADEMIC

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

JUDGE APPLICATION
KAREN L. TORLINE



Full name: Karen L. Torline

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

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

E-mail: ktorline@kttlattorneys.com

Cell: 913-238-0172

Are you a citizen of the United States? Yes

1. Schools and colleges you have attended, including any diplomas or degrees.

Hoxie High School, Hoxie, KS, 1985

Kansas State University, BA in English, 1989

University of Kansas School of Law, J.D, 1992

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

State of Kansas. 1992. In good standing. No past or current restrictions.

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

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

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

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

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

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

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

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

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

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

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

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

I also pro tem frequently for several cities as Judge, including Overland Park, Lenexa and Olathe, with the same duties as indicated above for the city of Edgerton.

5. If in private legal practice, describe your typical client(s). If not in private legal practice, describe your employer or work arrangement, your position within the structure (are you supervised, how is work assigned, who receives your work product), and other information you feel would assist the City of Roeland Park in understanding the nature of your professional responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

Police Academy training, testifying in court. Approximately 1994-1996.
Police Academy training, mock trial. Approximately 2003-2009
Frequent training for the Shawnee Police Department on a variety of topics, including search and seizure, caselaw updates, etc.
I currently serve on several ethics commissions, including:
Kansas Bar Association Ethics Advisory Committee, Approximately 2007-Present.
Johnson County Ethics and Grievance Committee, 2012-Present
Kansas 20/20 Ethics Commission, 2013. This is a position that was appointed by Chief Justice Nuss of the Kansas Supreme Court. Only 10 attorneys throughout the state were appointed to be on this committee.

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

Municipal Judges Association
Kansas Bar Association
Offices: President, Government Lawyers Section 2010-2012
Past President, 2012-Present
Johnson County Bar Association
Offices: President, Young Lawyers Association 1998-2000
Kansas City Metropolitan Bar Association
International Association of Chiefs of Police
Kansas Women Attorneys Association
Kansas County and District Attorneys Association

11. Do you have a professional, business, family or personal relationship with any member of the Roeland Park Governing Body? If so, provide a description of this relationship.
No.

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

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

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

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

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

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

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

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

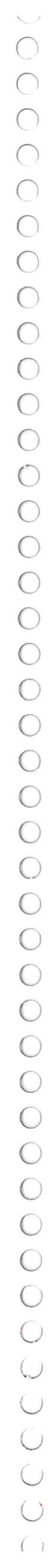
Anna Marie Keena, Administrative Services Director, City of Edgerton. City Hall, Edgerton, KS. 913-893-6231. akeena@edgertonks.org

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

(Signature) _____

(Date) _____

7-13-13



[Print this page](#)

Kansas Continuing Legal Education Commission Unaudited CLE Transcript

[Click here to move between compliance periods](#)

 First
  Prev
  Next
  Last

Thursday, July 11, 2013

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

Compliance Group 1

2010 Compliance Period
Ending :
Wednesday, June 30, 2010

**COMPLIANCE PERIOD ENDING: June 30, 2010
COMPLIANT**

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

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

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

Requirements Met or Waived: Y
Total Hours Required: 0
Hours Required By: 6/30/2010

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Thursday, July 11, 2013

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

Compliance Group 1

 2011 Compliance Period Ending :
 Thursday, June 30, 2011
COMPLIANCE PERIOD ENDING: June 30, 2011**COMPLIANT**

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

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KAREN JAMES TORLINE
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SHAWNEE, KS 66226-2287

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2012 Compliance Period Ending :
Saturday, June 30, 2012

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

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

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Total Hours Required: 0
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Thursday, July 11, 2013

KAREN JAMES TORLINE
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Compliance Group 1

2013 Compliance Period Ending :
Sunday, June 30, 2013

COMPLIANCE PERIOD ENDING: June 30, 2013**COMPLIANT**

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Course Date	Provider	Course Name	Total Credits	Posted Credits 2013	Carry Forward	Excess Credits
10/10/2011	KS County & District Attys Assn	2011 Fall Conference	1.00S	1.00S		
03/07/2012	Johnson Co Bar Assn	2012 Bench/Bar Conference	1.00E	1.00E		
03/07/2012	Johnson Co Bar Assn	2012 Bench/Bar Conference	4.00S	4.00S		
03/27/2012	KBA	Best Practices & Risk Management for Nonprofit Boards	1.00SD	1.00SD		
04/30/2012	KS Supreme Court	2012 Municipal Court Judges' Conference	3.00E	3.00E		
10/03/2012	Johnson Co Bar Assn	KS SC CLE Roundtable on Oral Argument	1.50S		1.50S	
10/16/2012	Inst for Court Management	Fundamental Issues of Caseload Management	19.50S		8.50S	11.00S
10/20/2012	Internatl Municipal Lawyers Assn	2012 Code Enforcement Program	4.00S			4.00S
04/22/2013	KS Supreme Court	Municipal Court Judges Conference	3.00E	2.00E		1.00E
04/22/2013	KS Supreme Court	Municipal Court Judges Conference	8.00S			8.00S
05/01/2013	Johnson Co Bar Assn	Young Lawyers Section CLE	1.00E			1.00E
05/01/2013	Johnson Co Bar Assn	Young Lawyers Section CLE	2.00S			2.00S
05/10/2013	Ofc of Disciplinary Administrator	Disciplinary Investigator's Conference	3.00E			3.00E
06/28/2013	KS Legal Servs	Guardian ad Litem Training	2.00E			2.00E
06/28/2013	KS Legal Servs	Guardian ad Litem Training	4.00S			4.00S

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No. 10-105389-A

IN THE COURT OF APPEALS

OF THE

STATE OF KANSAS

THE CITY OF SHAWNEE, KANSAS

Plaintiff/Appellee,

v.

TODD VALLE,

Defendant/Appellant

BRIEF OF PLAINTIFF/APPELLEE

Appeal from the District Court of Johnson County, Kansas

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

District Court Case No. 10CR00647

Karen L. Torline, #15615
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NATURE OF THE CASE

This case originated in Shawnee Municipal Court, where the defendant was convicted of battery and subsequently appealed to District Court. This is an appeal from the Johnson County District Court following a conviction by jury of a charge of battery. Defendant filed this appeal pursuant to K.S.A. 22-3601.

ISSUES ON APPEAL

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

FACTS

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

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

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

ARGUMENTS AND AUTHORITIES

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

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

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

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

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

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

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

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

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

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

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

2. Defendant was permitted to present a defense without interference from the trial judge.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

indicates that the justification for the use of force to defend oneself is not available to a person who: "Otherwise initially provokes the use of force against himself or another, unless: (a) He has reasonable ground to believe that he is in imminent danger of death or great bodily harm, and he has exhausted every reasonable means to escape such danger other than the use of force which is likely to cause death or great bodily harm to the assailant, or (b) In good faith, he withdraws from physical contact with the assailant and indicates clearly to the assailant that he desires to withdraw and terminate the use of force, but the assailant continues or resumes the use of force." See also State v. Jackson, 262 Kan. 119, 936 P.2d 761 (1997).

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

The failure to give this instruction was not clearly erroneous. "Instructions are clearly erroneous only if the reviewing court is firmly convinced there is a real possibility that the jury would have rendered a different verdict if the error had not occurred." State v. Bell, 280 Kan. 358, 365, 121 P.3d 972 (2005); State v. Davis, 275 Kan. 107, 115, 61 P.3d 701 (2003). See also K.S.A. 22-3414(3). Although the defendant was not entitled to the instruction, the jury would not have reached a different verdict had it

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

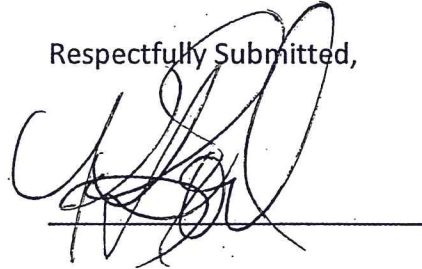
In addition, the simple task of including a self-defense instruction with the proposed jury instructions at the pre-trial conference does not mean that a request for that instruction was made. "No party may assign as error the giving or failure to give a jury instruction, including an instruction on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

CONCLUSION

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

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'K. Torline', written over a horizontal line.

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


CERTIFICATE OF SERVICE

I, Karen L. Torline, do hereby certify that a true and correct copy of the above
Brief of Appellee was mailed first class mail, postage prepaid, on this 14th day of
November, 2011, to:

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

Catherine Zigtema
Attorney for Appellant

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Lenexa KS 66215



Karen L. Torline #15615



October 26, 2016

VIA ELECTRONIC MAIL: kmoody@roelandpark.org

CONFIDENTIAL

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

Re: Engagement of Zerger & Mauer LLP

Dear Mr. Moody:

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

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

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

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

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

Very truly yours,




Steven E. Mauer

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

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

DATED: 6/1/16

CITY OF ROELAND PARK, KANSAS


By: _____
Its Authorized Representative

ENGAGEMENT TERMS AND BILLING PRACTICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subject to challenge by either party in any court of law. Each party shall bear its own costs of the arbitration and shall pay one-half of the costs of the proceeding.

Charges. Our statements to our clients are normally rendered on a monthly basis, and ordinarily include certain charges other than fees for legal services. These charges may include third-party expenses (such as filing fees, court reports and travel) and internal expenses. Clients may be asked to pay larger third-party invoices directly. Other third-party expenses will be added to our bills with no markup. Zerger & Mauer has elected to charge for certain support activities on the basis of each client's individual use instead of covering them in its hourly rates for fee earners. The internal charges will be billed in the following way:

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

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

Messengers: Clients are charged the actual costs of outside messenger service. In some instances, Zerger & Mauer personnel may be used in lieu of an outside messenger service to reduce delivery time. In those cases, delivery charges are competitive with those of the outside messenger.

Overtime: Staff overtime is charged only when required by the time constraints of the specific project.

Reproduction Costs:

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

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

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

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



Zerger | Mauer^{LLP}

ZERGER & MAUER LLP

1100 Main Street, Suite 2100

Kansas City, Missouri 64105

Telephone: 816-759-3300

Facsimile: 816-759-3399

www.zergermauer.com

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INTRODUCTION

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

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

SUMMARY OF PROPOSAL

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

FIRM EXPERIENCE

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

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

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

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

EXPERTISE IN MUNICIPAL LAW

MISSION WOODS, KANSAS

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

HARRISONVILLE, MISSOURI

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

BUCKNER, MISSOURI

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

INDEPENDENCE, MISSOURI

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

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

ADDITIONAL CITIES

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

RESUMES & QUALIFICATIONS

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

Steven E. Mauer, Esq.
1100 Main Street, Suite 2100
Kansas City, Missouri 64105
816-759-3300 – Office
816-674-3244 – Mobile
816-759-3399 – Facsimile
913-857-0512 – Home

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

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

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

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

Bar Admissions -

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

Honors and Activities -

US News “Best Lawyers in America”, every year from 2009
Ingram’s Magazine “Super Lawyer”
City Attorneys Association of Kansas – Speaker and Award Recipient
Missouri Municipal Attorneys Association – Program Speaker
Missouri Municipal League – Program Speaker
Centerpoint Medical Center – Chairman of Board
Pathway Academy (urban Kansas City charter school) – Chairman
Sunshine Center School for Developmentally Handicapped Children – Chairman
Bi-County United Way – Chairman
Lenexa Chamber of Commerce
Independence Public Schools Ambassador Award
Legacy Foundation – Founder and Officer

ADDITIONAL PERSONNEL

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

1. Heather S. Esau Zerger

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

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

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

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

Honors and Activities -

Ingram’s Magazine “Super Lawyer” and “Rising Star”
Kansas Bar Association
Kansas City Metropolitan Bar Association
Missouri Bar Association
Bethel College – Board of Directors

2. Jessica B. James

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

B.A., University of Kansas, 2004

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

Activities. –

Kansas City Metropolitan Bar Association

Association for Women Lawyers of Greater Kansas City

3. Jessie E. Fox

J.D., University of Missouri, 2010

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

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

Activities -

Kansas City Metropolitan Bar Association

Association for Women Lawyers of Greater Kansas City

AWLF Connections Mentorship Program

COMPENSATION AND BILLING PRACTICES

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

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

AVAILABILITY

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

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

CONFLICT OF INTEREST

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

INSURANCE


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

ADDED VALUE FROM ZERGER & MAUER LLP

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

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

Respectfully submitted,



Steven E. Mauer *lp SEC*

APPENDIX A

REFERENCES

CITY OF MISSION WOODS

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

CITY OF HARRISONVILLE

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

CITY OF INDEPENDENCE

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

CITY OF BUCKNER

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

CITY OF OLATHE

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

APPENDIX B

PROOF OF INSURANCE

The following pages are proof of insurance for:

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER THE BAR PLAN INS AGENCY INC/PHS 530414 P: (866) 467-8730 F: (888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
INSURED ZERGER & MAUER LLP 1100 MAIN ST STE 2100 KANSAS CITY MO 64105	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Ins Co LTD	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			84 SBA PA6158	03/15/2016	03/15/2017	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	X General Liab	X					MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			84 WBC BE0343	05/01/2016	05/01/2017	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/IN OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joe Taylor

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Lawyers' Professional Liability Insurance DECLARATIONS

Policy Number: 0013007 -- 2016 (LPL-MO-FUL) Subproducer: The Bar Plan Mutual Insurance Co.

Item 1. Policyholder:

Zerger & Mauer, LLP
1100 Main Street, Suite 2100
Kansas City, MO 64105

Item 2. Policy

Effective: 02/29/2016

Expiration: 02/28/2017

Period:

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

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

Schedule of Coverage

<u>Coverage</u>	<u>Limits of Liability</u>	<u>Premium</u>
Professional Liability	\$3,000,000 Each Claim	\$15,971.00
	\$3,000,000 Aggregate	
	\$7,500 Deductible	

Endorsements to this policy: TBP-02

MO-100 TBP-08 TBP-09 MO-50

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

Policyholder: Zerger & Mauer, LLP

STEVEN E MAUER
JD MOORE

HEATHER S ESAU ZERGER
JESSICA JAMES

JESSIE E FOX

Countersigned By:

Date: 12/16/2015

AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

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

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

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

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

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

PART A — SERVICES TO BE PROVIDED BY THE CONSULTANT

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

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

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

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

PART B — INSPECTIONS, CONFERENCES, AND APPROVALS:

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

PART C — COMPENSATION:

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

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

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

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

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

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

The term "direct non-salary costs" shall include the CONSULTANT'S payments to others in connection with the PROJECT, transportation, and reproduction work.

Transportation, including use of survey vehicle or automobile in connection with the PROJECT will be charged in accordance with EXHIBIT A - Hourly Rate Schedule. Blue line prints on white paper made at the CONSULTANT'S office will be included at the CONSULTANT'S cost in accordance with EXHIBIT A - Hourly Rate Schedule. Other reproduction work and materials required will be charged at actual cost.

PART D – OBLIGATIONS OF CITY:

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

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

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

PART E — TERMINATION OF THE AGREEMENT:

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

PART F — COMMISSIONS AND FEES:

The CONSULTANT assures that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this

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

PART G — GENERAL CONSIDERATIONS:

1. Insurance

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

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

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

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

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

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

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

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

2. **Indemnity**

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

Indemnity – Commercial General Liability/Non Professional:

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

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

Indemnity – Professional Liability: CONSULTANT shall, to the fullest extent permitted by law, hold harmless and indemnify the CITY, its Governing Body

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

3. Successor and Assigns

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

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

4. Ownership of Documents

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

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

PART H – NON DISCRIMINATION

1. CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination and Chapter 5, Article 12 of the Code of the City of Roeland Park, Kansas, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, familial status, sexual orientation, gender identity or military status. In all solicitations or advertisements for employees, CONSULTANT shall

include the phrase “Equal Opportunity Employer” or a similar phrase approved by the Kansas Human Rights Commission.

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

PART I — MISCELLANEOUS

1. Severability

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

2. Notices

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

3. Controlling Law

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

4. The project manager for CONSULTANT will be Dan Miller, P.E. and Tony O'Malley will serve as the Principal-in-Charge.

5. CONSULTANT represents that the engineering services to be provided hereunder shall be performed by or under the direct supervision of an engineer duly licensed under the laws of the state of Kansas. Furthermore, CONSULTANT represents that all engineering documents and all services provided hereunder shall comply with all applicable laws, statues, building and zoning codes, ordinances, rules and regulations and industry standards.

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

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

of the day and year first above written.

LAMP RYNearson & Associates
D/B/A Larkin Lamp RYNearson.

By 
Tony O'Malley

Title: Office Leader
Address:
9001 State Line Road
Kansas City, MO 64114
Facsimile: (816) 361-0045

CITY OF ROELAND PARK, KANSAS

By 
Keith Moody

Title: City Administrator
Address:
4600 W. 51st Street
Roeland Park, Kansas 66205
Facsimile: (913) 722-3713

ATTEST:

Kelley Bohon, City Clerk

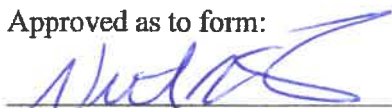
Approved as to form:

Neil R. Shortlidge, City Attorney

Exhibit A

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

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

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

STATEMENT OF QUALIFICATIONS FOR



ON-CALL ENGINEERING SERVICES

TRAFFIC ROADWAY STORMWATER & MISCELLANEOUS



LARKINI

Submitted by:

LAMP RYNEARSON

| 9001 State Line Rd, Ste. 200

| Kansas City, MO 64114

| LRA-inc.com

| Oct. 21, 2016

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



Transmittal Letter



— | LARKIN | —

LAMP RYNEARSON

www.LRA-Inc.com

October 21, 2016



— LARKIN —
LAMP RYNEARSON

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

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

RE: RFQ—On-Call Engineering Services

Dear Mr. Leon: *Jose*

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

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

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

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

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

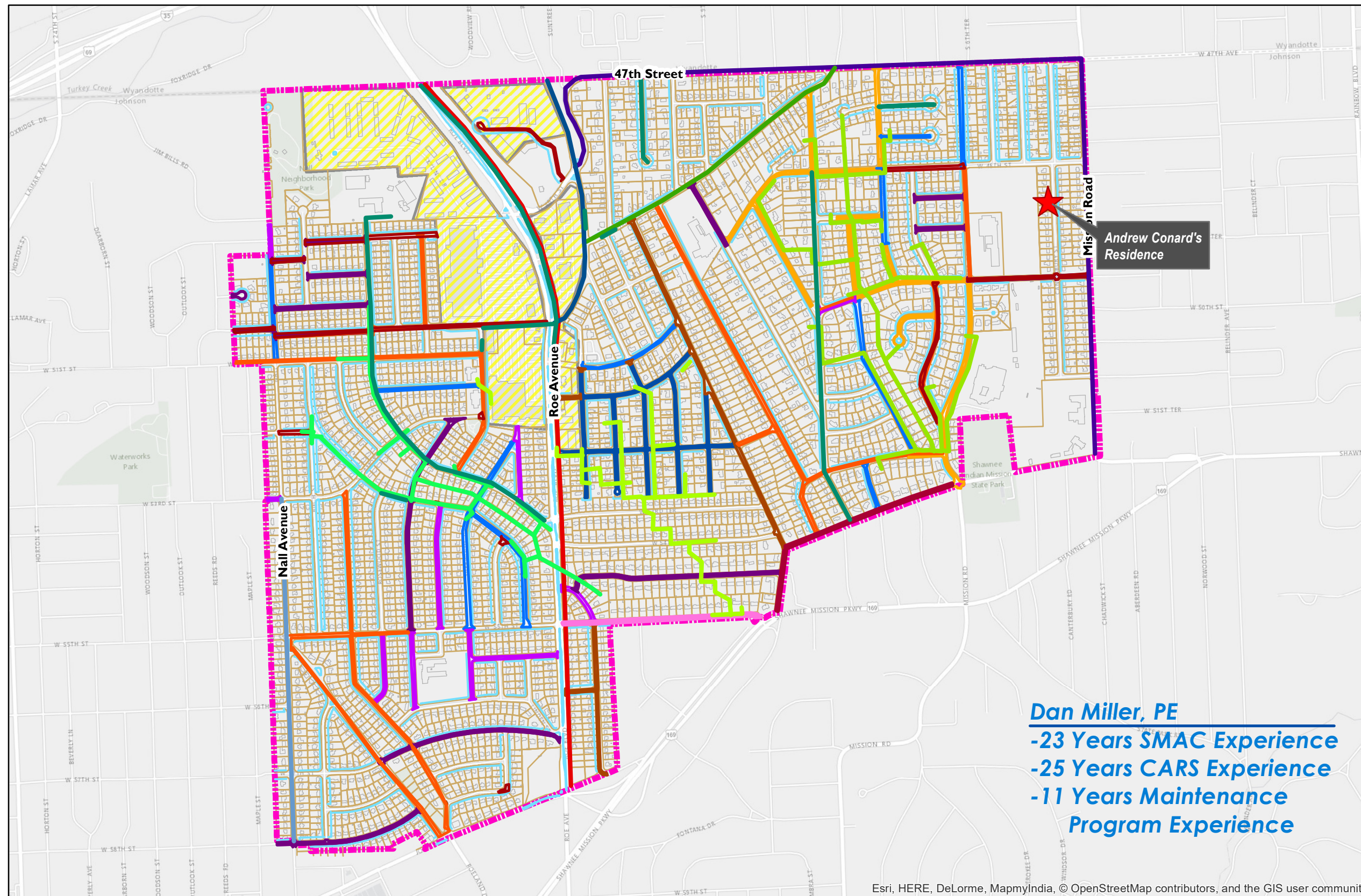
We look forward to fulfilling your future engineering needs. Should you have any questions or need further information, please contact me at (816) 361-0440 or dan.miller@LRA-inc.com.

Sincerely,
LARKIN LAMP RYNEARSON

Dan Miller
Daniel G. Miller, PE
Civil Design Group Leader

LAMP RYNEARSON COMPANIES





Street Maintenance Program Years

- 2012
- 2010
- 2008
- 2006
- 2004
- 2003
- 2003 RC12-12
- 2002 RC12-13

CARS Street Program Years

- 2011 CARS
- 2010 CARS
- 2008 CARS
- 2006 CARS
- 2005 CARS
- 2004 CARS
- 2003 CARS

SMAC Projects

- SMAC 2006 RC12-14
- SMAC 2002 RC12-13
- SMAC 2003 RC12-12

Dan Miller, PE
 -23 Years SMAC Experience
 -25 Years CARS Experience
 -11 Years Maintenance Program Experience

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community



Legend

- SideWalk Program Mapping
- Zoning District Mapping
- City Limits
- Property Lines
- Buildings

Team Experience & Availability



Team Experience
& Availability



— | LARKIN | —
LAMP RYNEARSON
www.LRA-Inc.com

2. Team Experience & Availability



Your Project Manager


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

Dan's Municipal Project Management Experience:

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

Key Personnel


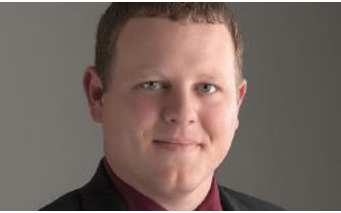

The key personnel listed in the chart below have experience relevant to that required in your RFQ. Dan will manage your projects, perform engineering as necessary, and guide the team members. Each effort will be assigned to the appropriate team members to provide a quality product with economy in mind.

KEY TEAM MEMBER	QUALIFICATIONS	EXPERIENCE
 <p>Andrew Conard, PE Role: Project Engineer Larkin Lamp Rynearson</p>	<ul style="list-style-type: none"> • Kansas Professional Engineer • Roeland Park resident • Experienced in stormwater, wastewater distribution, GIS 	<ul style="list-style-type: none"> • Washington & Spring Streets, Weston, MO • Wilson Street Culvert, Independence, MO • Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO • On-Call City Engineering, Lake Lotawana, MO • On-Call City Engineering, Kearney, MO • CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO
 <p>Matt Kruse, PE, PTOE Role: Transportation & Traffic Engineer Larkin Lamp Rynearson</p>	<ul style="list-style-type: none"> • Over 14 years of traffic and design engineering experience • Working knowledge of latest design guides (MUTCD, HCM, AASHTO) • Knowledgeable of issues in private redevelopment growth, increased maintenance and replacement of traffic infrastructure, and capital projects in the City. 	<ul style="list-style-type: none"> • Leavenworth Street Road Diet/Bike Lane, Omaha, NE • Midtown Crossing Redevelopment - Farnam Street Conversion, Omaha, NE • Aksarben Village Redevelopment Traffic Impact Study Updates, Omaha, NE • Ithink Building – 72nd Street & West Center Road Roadway & Signal Improvements, Omaha, NE • 96th Street Roadway Improvements – 96th Street & Highway 370 Signal Improvements, Sarpy County, NE

2. Team Experience & Availability

KEY TEAM MEMBER	QUALIFICATIONS	EXPERIENCE
 <p>Autumn Schleicher, EIT Role: Project Engineer Larkin Lamp Rynearson</p>	<ul style="list-style-type: none"> Assisted the City on GIS sidewalk mapping and planning Competent in GIS, stormwater design and evaluation 	<ul style="list-style-type: none"> On-Call City Engineering Services for Lake Lotawana, MO Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO Washington & Spring Street Improvements, Weston, MO West 8th Street Sidewalk Improvements, Edgerton, KS McDowell Avenue Culvert Replacement, Odessa, MO
 <p>Mark Steele, GISP Role: GIS Larkin Lamp Rynearson</p>	<ul style="list-style-type: none"> 13 years of professional GIS experience Certified GIS professional 8 years data management experience Proficient in all levels of ESRI GIS products Technical resource for project engineers Autumn & Andrew 	<ul style="list-style-type: none"> Utilities GIS Database Development, Nebraska & Missouri Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO Street Infrastructure Assessment, Lake Lotawana, MO
 <p>Jamie McMurry Role: Sr. Engineering Technician Larkin Lamp Rynearson</p>	<ul style="list-style-type: none"> Possesses many years with Roeland Park projects, including 48th and Birch Storm Sewer Replacement Proficient in AutoCad, Civil 3D, Eagle Point, & Land Desktop Design software Over 14 years' involvement in utility coordination and in field work associated with survey, storm drainage studies and stormwater master plans 	<ul style="list-style-type: none"> Street & Storm Drainage Improvements, RC 12-014 & RC 12-013 Storm Drainage Improvements Lake Lotawana Rd, Lake Lotawana, MO Storm Drainage Improvements, Santa Fe Trail and Long Street, Lenexa, KS Street and Storm Drainage Improvements, 70th and Stateline, Mission Hills, KS Washington & Spring Street Improvements, Weston, MO
 <p>Kenny Jones Role: Construction Observation Larkin Lamp Rynearson</p>	<ul style="list-style-type: none"> Experienced with Roeland Park projects Nearly 30 years of construction administration and observation Frequent communication, and on-site troubleshooting expertise in all areas of construction Quality control expertise 	<ul style="list-style-type: none"> CARS Program, Roeland Park, KS Street Maintenance Program, Roeland Park, KS Street & Storm Drainage Improvements, RC 12-014 & RC 12-013 Stanley Storm Drainage Improvements – 151st Terrace & Metcalf Avenue, Overland Park, KS Construction Observation, Lake Lotawana, MO Pavement Assessment, Westwood Hills, KS
 <p>Tony O'Malley, PE, ENV SP Role: Project Principal Larkin Lamp Rynearson</p>	<p>32 years of experience in:</p> <ul style="list-style-type: none"> Design Drinking water Technical advice Quality assurance Quality control Project management 	<ul style="list-style-type: none"> On-Call City Engineering Services for Lake Lotawana, MO Pavement assessment for City of Westwood Hills, Kansas West 8th Street Sidewalk Improvements, Edgerton, KS CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO

2. Team Experience & Availability

SUBCONSULTANT	QUALIFICATIONS	EXPERIENCE
 <p>Michael Osbourn Role: Geotechnical Engineering KAW Valley Engineering</p>	<ul style="list-style-type: none"> • 30 years of experience in civil and geotechnical engineering • Project types include residential sub-divisions, multi-family housing additions, commercial development, and institutional facilities. 	<ul style="list-style-type: none"> • US-69 and 159th Street Interchange, Overland Park, KS • College Boulevard Widening (Pflumm Road to US-69), Overland Park, KS • On-Call Materials Testing and Geotechnical Services Contract, Olathe, KS • On-Call Construction Inspection, Materials Testing and Geotechnical Services Contract, Overland Park, KS
 <p>Jason Loader Role: Surveying KAW Valley Engineering</p>	<ul style="list-style-type: none"> • 15 years of land surveying: cadastral surveys, property surveys, topographic surveys, ALTA/ACSM land title survey, and construction layout surveying • Proficient in GPS, robotic total stations, and office software 	<ul style="list-style-type: none"> • US-77 Widening and Golden Belt Boulevard Relocation, Junction City, KS • US Highway 77 Corridor Improvements, Geary County, KS • Trooper Drive and Rifle Range Road Roundabout, Fort Riley, KS • 6th and Jackson Intersection Improvements, Junction City, KS
 <p>Dr. Jeffrey Frantzen Role: Materials Testing KAW Valley Engineering</p>	<ul style="list-style-type: none"> • 30 years' experience in geotechnical & materials engineering • Experienced in pavement design, concrete, asphalt, and aggregate materials engineering • Co-authored portions of KDOT's Geotechnical Manual 	<ul style="list-style-type: none"> • On-Call Construction Materials Testing and Geotechnical Services Contract, Olathe, KS • Marshall Mix Design Specification Development, Olathe, KS • On-Call Construction Inspection, Materials Testing and Geotechnical Services Contract, Overland Park, KS

Capacity & Availability

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

TOTAL EMPLOYEES BY DISCIPLINE			
ADMINISTRATIVE	25	STRUCTURAL ENGINEER	1
CADD TECHNICIAN	22	TRANSPORTATION ENGINEER	6
CIVIL ENGINEER	40	WATER RESOURCES ENGINEER	6
CONSTRUCTION INSPECTOR	6	SURVEY PARTY CHIEF	8
ENVIRONMENTAL ENGINEER	11	SURVEY FIELD TECHNICIAN	9
GEOGRAPHIC INFORMATION SYSTEM (GIS) SPECIALIST	1	3D APPLICATION SPECIALIST	1
LAND SURVEYOR	9	TRAFFIC ENGINEER	1
LANDSCAPE ARCHITECT	4	HYDROGEOLOGIST	1
MECHANICAL ENGINEER	1	AQUATIC ENGINEER	2
		INTERNS	4
		TOTAL	158

Approach to Scope of Services



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3. Approach to Scope of Services



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

General Approach

Budget Considerations

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

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

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

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

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

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

3. Approach to Scope of Services

Addressing Scope of Services

Street Maintenance Planning & Asset Management

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

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

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

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



Review the Street Network

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



Geographic Information Systems (GIS) Data

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



Management Systems

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



Review the Inspection Schedule

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



Determining the Budget for Maintenance

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



Developing a Maintenance Approach

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

3. Approach to Scope of Services



Establish Primary Maintenance Program Tools

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



Assisting with Software for Maintenance Selections

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



Providing Training & Establishing Support System

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

Roadway Design

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

Traffic & Roadway Specializations:

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

Bicycle and Pedestrian Facilities Design



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

3. Approach to Scope of Services

Traffic Engineering Services

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

Stormwater Management Advisory Council (SMAC) and Stormwater Drainage Improvements

KEY ELEMENTS

Properly identifying permitting requirements
Identifying and resolving flooding problems
Communication with City staff & property owners
Utility coordination
Community outreach
Meeting SMP requirements

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

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

Stormwater Impact Studies Related to Site Development

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

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



3. Approach to Scope of Services

Stormwater Maintenance Planning & Asset Management

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

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



Review the Stormwater Network

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



Geographic Information Systems (GIS) Data

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



Review the Inspection Schedule

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



Determining the Budget for Maintenance

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



Developing a Maintenance Approach

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



Establish Primary Maintenance Program Tools

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

3. Approach to Scope of Services

GIS to Prioritize Public Infrastructure Maintenance

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



Design Standards, Specifications & Contract Documents

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

Design standards can be updated by determining the priorities of Roeland Park, and then working with Dan's teams knowledge of similar standards in area communities and regional standards like the American Public Works Association and KDOT.

The technical matter of construction standards is overshadowed by the development standards. Which infrastructure the development community will be required to provide and the level to which it will be constructed are the major issues. Larkin Lamp Ryneerson will evaluate, as dictated by existing or proposed zoning codes, requirements to construct streets, street lighting systems, stormwater best management practices, offsite improvements for commercial development, traffic signals and similar infrastructure. Options will be presented to assist the City in building support from the governing body, constituents, and the potential development community.



Construction Inspection/Engineering Services

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

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

3. Approach to Scope of Services

Development Plan Review

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

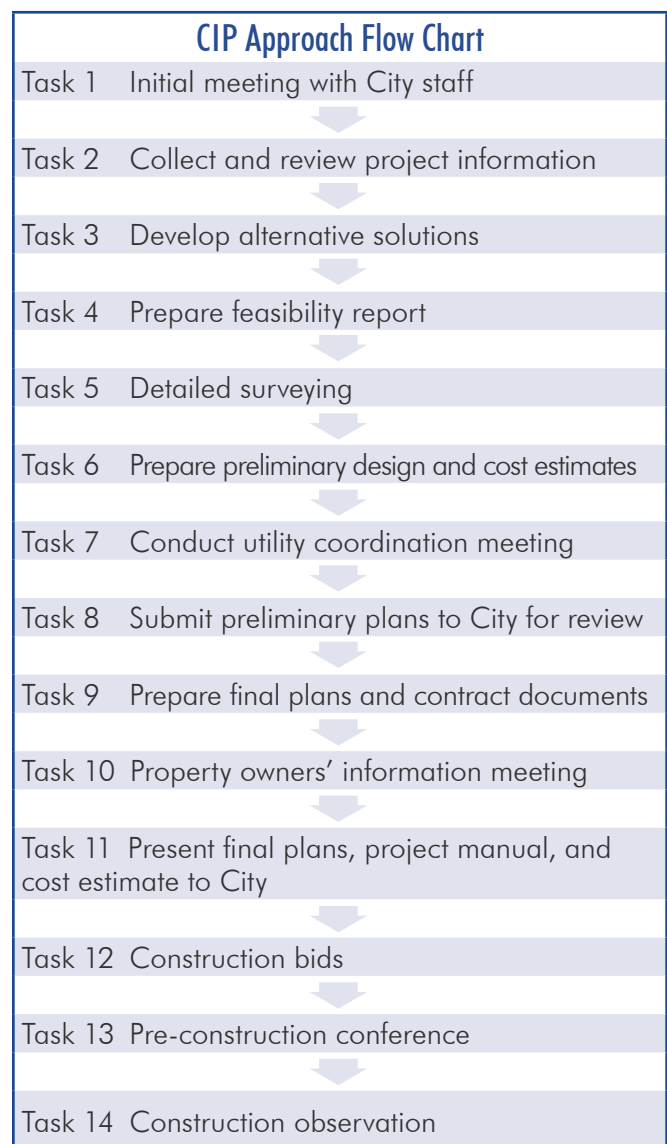
After plans are submitted to the City, they will be forwarded to Larkin Lamp Rynearson. We will identify appropriate team member(s) to provide detailed review of the plans. Review comments will be forwarded to Dan, who will prepare a single review comment letter to be sent to the City. The developer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



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

Capital Projects Management

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



3. Approach to Scope of Services

Meeting Costs & Schedules

Complete projects on time, including on short deadlines.

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

Responding to emergency requests.

City staff members will have our personal phone numbers and know they can use them to get questions answered and address any concerns they may have. We know that effective communication is

a key part of doing business, and are available to the City in whatever capacity necessary to keep projects moving along.

Ability to Meet Schedules

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

Scheduled Completion vs. Actual Completion of Design Work

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

Keep project costs within budgets and design estimates.

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

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

3. Approach to Scope of Services



Minimal Change Orders

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

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

Past Performance



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4. Past Performance

Project	Project Description & References
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On-Call: Lake Lotawana Community Improvement District Pavement Evaluations

Lake Lotawana, Missouri



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

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

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

89th St. & Mission Road, Storm Drainage Improvements

Leawood, KS



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

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

Stanley Storm Drainage Improvements

Overland Park, KS



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

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

4. Past Performance

Project	Project Description & References
<p>50th Terrace & Nieman Road Storm Drainage Improvements Shawnee, KS</p> 	<p>Larkin Lamp Rynearson was hired by the City of Shawnee in 2007 to perform a Preliminary Engineering Study (PES) to evaluate alternatives for storm drainage improvements within the existing neighborhoods near the intersection of 50th Terrace and Nieman Road. The recommend alternative included the replacement of approximately 2000 L.F. of CMP, undersized RCP and open channel with RCP. The PES was approved for funding in 2010 and Larkin Lamp Rynearson was hired by the City to being design in spring of 2010. The final design included construction of RCP through two existing neighborhoods, mostly through backyards and side yards.</p> <p>Contact: Doug Wesselschmidt, City Engineer, City of Shawnee, Kansas 11110 Johnson Drive, Shawnee, KS 66203, 913.631.2500</p>

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

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

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

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

64th Street Improvements Mission Hills, KS



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

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

4. Past Performance

References

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

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

**Paula Schwach,
Mayor**

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

Services: On-call City Engineering
Dates: 2014-2015

**Jim Eldridge,
City Administrator**

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

Services: On-call City Engineering
Dates: 2014 & 2015

**Paul Conway,
Public Works Director**

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

Services: On-call City Engineering
Dates: 2012 & 2014

**Leslee Rivarola,
City Administrator**

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

Services: On-call City Engineering
Dates: 2015



Billing Rates



— | LARKIN | —
LAMP RYNEARSON
www.LRA-Inc.com

5. Billing Rates

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

LARKIN LAMP RYNEARSON HOURLY RATE SCHEDULE

MARCH 31, 2016 – MARCH 31, 2017

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

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



9001 State Line Rd, Ste. 200 | Kansas City, MO 64114 | 816.361.0440 | LRA-inc.com

Item Number: Reports of City Officials:- XI.-A.
Committee 11/2/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 10/27/2020
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Update on Roe 2020 Project**
Item Type: Discussion

Recommendation:

Informational update on the Roe 2020 project

Details:

Attached is a presentation providing the current progression of the Roe 2020 project. Mile's Excavating is nearing completion of work south of 51st St.

Items that have been completed S. of 51st St are:

- Driveways/Curb & Gutter/Sidewalks
- Commercial Entrances
- Traffic Signal at 55th St
- Backfilling & Sodding
- Medians/Stamped Concrete
- Storm Sewer
- Asphalt Surfacing
- Pavement Markings

Items to be completed S. of 51st St are:

- Streetlighting
- Sodding - 51st St to 55th St
- Stamped Concrete - Areas around streetlight poles

Per the KDOT contract, all work south of 51st St must be completed by November 25th, 2020

Mile's Excavating has continued to work north of 51st St. Work items that are remaining and will be completed in the following sequence below:

- Curb/Sidewalks - **November/December 2020, weather permitting**
- Stormsewer - **will work through winter months**
- Commercial Entrances - **November/December 2020, weather permitting**
- Traffic Signals - **will work through winter months**
- Full Depth Pavement Removal - 48th St & Skyline - **March 2021**
- Asphalt Surfacing - **March 2021**
- Pavement Markings - **March 2021**
- Streetlighting- **Installation to continue through winter**

The mill & overlay north of 48th St. as well as the landscaping along the corridor will be completed in the spring of 2021 as part of a CARS project

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

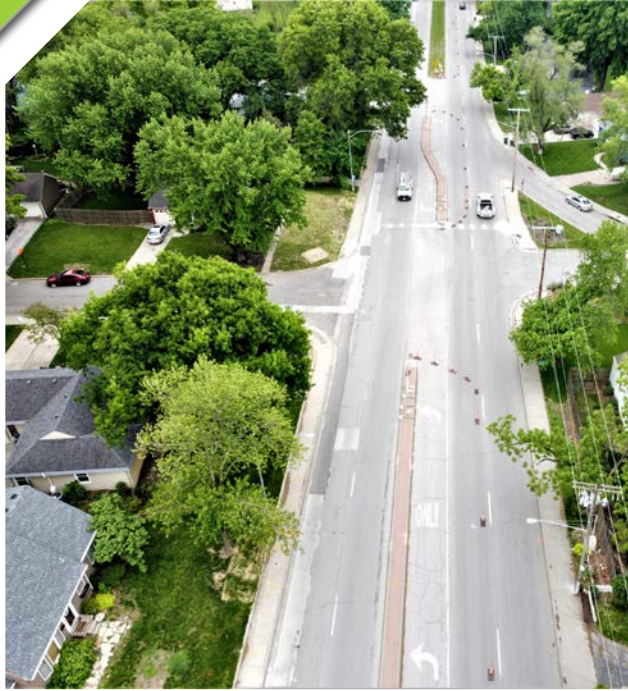
ATTACHMENTS:

Description	Type
 Roe 2020 Update	Cover Memo



ROE 2020 CONSTRUCTION UPDATES NOVEMBER 2ND





BEFORE PICTURES





Median Removals/Median Curb
being Installed





STORM SEWER WORK BEING
INSTALLED SOUTH OF 52ND ST





DRIVEWAYS/CURBS/SIDEWALKS
INSTALLED



ITEMS COMPLETED SOUTH OF 51ST ST

- Sidewalk/Curb/Driveways/Retaining Walls
- StormSewer – all underground pipe, inlet tops
- Center Medians – backfilled with topsoil
- Stamped Concrete
- Traffic Signal – 55th St Intersection
- Streetlight Bases & Conduit
- Asphalt Surfacing/Side Streets
- Pavement Markings
- Business/Commercial Entrances



ITEMS REMAINING SOUTH OF 51ST ST

- Sodding between 55th and 51st
- Streetlight Poles – Contractor to begin pulling wire through conduit to each pole
- Stamped Concrete – areas around streetlight poles



ITEMS REMAINING NORTH OF 51ST ST

- Commercial Entrances – November and December 2020 weather permitting
- Traffic Signals – 51st St, 50th Terr, 48th St Installation will continue through winter with a March 2021 completion
- Sidewalk/Curbs – November and December 2020 weather permitting
- Streetlighting – Installation will continue through winter with a March 2021 completion
- Asphalt Surface – March 2021
- Pavement Markings – March 2021
- Mill and Overlay North of 48th- March 2021
- Trees/Plants/Landscaping- March 2021



QUESTIONS



Item Number: Reports of City Officials:- XI.-B.
Committee 11/2/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 10/29/2020
Submitted By: Tony Nichols
Committee/Department: Parks and Rec.
Title: **Update on R Park Project**
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"/> R Park Project Update 11.2.20	Cover Memo
<input type="checkbox"/> R Park Ph 1 and Ph 2 City Project Cost Estimate 10.29.20	Cover Memo

The background features a series of overlapping, semi-transparent green triangles and polygons that create a dynamic, layered effect. The colors range from a light, pale green to a deep, forest green. The shapes are primarily located on the right side of the image, with some extending towards the center. The overall composition is modern and minimalist.

R Park Project Update 11.2.20

Landscape Areas

- ▶ Landscape beds planted and mulched
- ▶ Raised planting bed plan adjusted as too many plants called in original plans to fit into the planting area.



Seat walls in picnic shelters

Picnic shelter seat walls and back fill
complete.



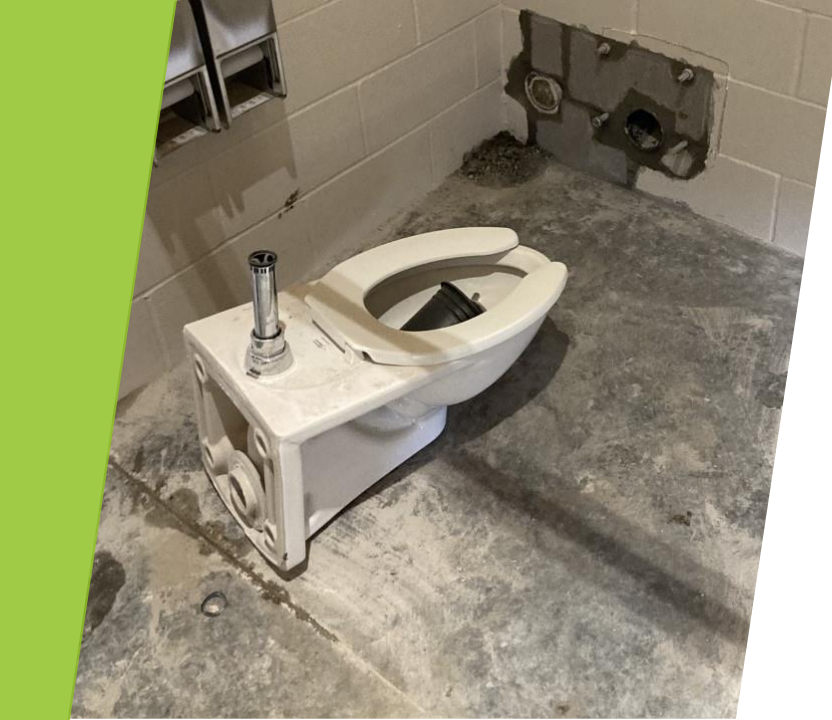
Items In Progress

- Decorative panel installation
- Fireplace cap stones and flue cap
- Cap stones and outdoor grill



Items In Progress Continued

- ▶ Trim and flashing restroom exterior.
- ▶ Installation of toilet in new location to meet ADA standard.
- ▶ Door Locks and Door painting
- ▶ Sod of soccer fields and areas adjacent to Pavilion.



Project: R Park - Phase 1 (Pavilion and Restrooms) and Phase 2 (Soccer Field and Site Adjustments)

Date: 10/29/2020

Item Description	Budgeted Project Cost	Actual Projected Cost	Notes
1 Base Bid Construction Cost	\$ 892,000	\$ 892,000	Includes retainage
** Force Account	\$ 40,000	\$ 22,891	Current status (w/ line extensions + door locks)
Add Alternate #1	\$ 44,000	\$ 44,000	Fireplace
Add Alternate #2	\$ 61,000	\$ 61,000	Stone wall with Pergola
Add Alternate #3	\$ 14,000	\$ 14,000	Grill and Stone Island
Add Alternate #4	\$ 34,000	\$ 34,000	South-East Wing
Add Alternate #5	\$ 43,000	\$ 43,000	Performance Stage
Water Service Line Modifications	\$ 14,335	\$ 14,335	COR #1
** Force Account includes - Seat walls picnic shelters, \$2000 estimate for automated door locks, sidewalk extension NE corner of park, Sanitary Sewer extension, Additional driveway work for resident on NW corner.			
2 Parks Provided Items			
Picnic Tables (7), Litter Receptacles (3)	\$ 25,000	\$ 24,665	Less one Recycle Receptacle to be ordered
Additional Site Amenities	\$ 10,000	\$ 1,081	Shelter Rental Signage
3 Engineering/Architecture			
Schematic Design / Design Development	\$ 36,335	\$ 38,794	Lamp Rynearson task order 19-3
Construction Documents	\$ 92,704	\$ 85,205	Lamp Rynearson task orders 19-3 and 19-5
Construction Administration	\$ 29,862	\$ 34,595	Lamp Rynearson task orders 19-3 and 19-5
4 Construction Observation (Part Time)	\$ 43,072	\$ 43,319	Lamp Rynearson task orders 19-3 and 19-5
5 Special Inspections	\$ 2,965	\$ 1,197	Kaw Valley Engineering proposal (subsurface only)
6 Material Testing	\$ 10,551	\$ 2,984	Kaw Valley Engineering proposal (Invoice to City)
7 Project Administration	\$ -	\$ -	Assumes no City costs
8 Legal fees, Publications	\$ 500	\$ -	Other
9 R/W and Easement Acquisition			
Ownerships	\$ -	\$ -	None
Appraisals	\$ -	\$ -	None
Acquisition Fees	\$ -	\$ -	None
Acquisition Payments	\$ -	\$ -	None
10 Utility Company Fees			
Everygy Connection Fee	\$ 17,783	\$ 17,783	Everygy Quote
JCW Main Relocation and Service Line Inspections	\$ 1,000	\$ -	Estimated
WaterOne Inspections	\$ 500	\$ -	Estimated
11 City Directed Change Orders	\$ 30,000	\$ -	Budget
12 Financing and Bonding	\$ -	\$ -	Not included for now
Total Project Cost	\$ 1,442,608	\$ 1,374,849	
City Budget	\$ 1,451,985	\$ 1,451,985	
Balance	\$ 9,377	\$ 77,136	

Questions?

Project: R Park - Phase 1 (Pavilion and Restrooms) and Phase 2 (Soccer Field and Site Adjustments)

Date: 10/29/2020

Item Description	Budgeted Project Cost	Actual Projected Cost	Notes
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Acquisition Payments	\$ -	\$ -	None
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Total Project Cost	\$ 1,442,608	\$ 1,374,849	
City Budget	\$ 1,451,985	\$ 1,451,985	
Balance	\$ 9,377	\$ 77,136	

Item Number: Reports of City Officials:- XI.-C.
Committee 11/2/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 11/2/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **2021 UCS Human Service Fund Recommendations Report**
Item Type: Other

Recommendation:

For informational purposes only.

Details:

Attached is the 2021 Human Service Fund Recommendations Report. This details the distribution of grants to nonprofits in Johnson County that provide vital programs that meet the needs of low-income county residents. This fund is supported by the Cities of Johnson County including Roeland Park. The attached report is informational only.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: \$4,771 - 5253.101
Line Item Code/Description: United Community Services	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description



UCS Human Services Fund Report

Type

Cover Memo



United Community Services of Johnson County

2021 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Board Members

Kate Allen, President
Brian S. Brown
Joe Connor
Tara S. Eberline
Erik Erazo
Robin Harrold
Thomas Herzog
Rev. Lee Jost
Roxann Kerr Lindsey
Donna Lauffer
Patty Markley
Justin Nichols
Hon. Donald Roberts
Kevin Tubbesing
Vanessa Vaughn West
David White
Rebecca Yocham

Council of Advisors

Gary Anderson
Mary Birch
Dick Bond
Pat Colloton
David Cook, PhD
Hon. Peggy Dunn
Hon. Ed Eilert
Jeffrey O. Ellis
SuEllen Fried
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Penny Postoak Ferguson
Jill Quigley
Tom Robinett
Clint Robinson
Carol Sader
Joseph Sopcich, PhD
Brad Stratton
Charlie Sunderland
Stephen Tatum
David Warm

Executive Director

Julie K. Brewer

Human service programs are vital to addressing the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the **Human Service Fund** in 2021.

Together, Johnson County Government and 14 cities have budgeted \$395,376 for the Human Service Fund in 2021. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 14 programs recommended for 2021 Human Service Fund grants.

The Human Service Fund (HSF) offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address childcare, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for all funding priorities.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with other organizations in the community. Funding recommendations represent the maximum HSF award for the calendar year, and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, in 2019 programs receiving Human Service Fund grants served approximately 60,000 Johnson County residents. But these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

**Jurisdictions are asked to accept the funding recommendations by
December 22, 2020.**

2021 Human Service Fund Applicant History and Recommendations

Applicant	2019 Grant	2020 Grant	2021 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$43,500	\$48,000	\$48,000	Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement.
Catholic Charities of NE Kansas	\$70,000	\$70,000	\$70,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Cultivate Kansas City	No request	\$0	No request	Nutrition Incentives Program: Matching funds for SNAP participants and for seniors in KS Senior Market Nutrition Program.
El Centro	\$22,736	\$22,800	\$22,800	Safety net services for low-income, under/uninsured individuals and families: economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	No request	\$5,000	\$5,000	Family Advocacy Program: Peer-to-peer support connecting foster and adoptive families with advocates to navigate and resolve issues related to interaction with child welfare system.
NCircle, replacing Goodwill of Western Missouri and Eastern Kansas	No request	\$15,696	\$19,696	Training and Employment Services: skills training, certification instruction, financial education, mentorship & job placement for clients in Adult Residential Center (ARC) and Therapeutic Community, Juvenile Detention Center and adults on probation upon release from the ARC.
Growing Futures Early Education Center	\$9,265	\$9,000	\$9,000	Scholarships for wraparound childcare fees for enrolled low-income families during financial hardship; allows parents to maintain full-time education/employment. Crisis assistance for enrolled families who need help with housing costs.
Harvesters	\$15,000	\$15,000	\$15,000	BackSnack and Kids Café programs provide a backpack of food for low-income school children to take home over the weekend and meals in afterschool locations and summer sites.
Health Partnership Clinic	\$42,000	\$45,000	\$49,500	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Ministries of MidAmerica	\$9,500	\$10,000	No request	Transitional housing for youth, single adults and families experiencing homelessness; case management, budget counseling, and supportive services.
Jo. Co. Interfaith Hospitality Network	\$9,000	\$9,000	\$9,000	Case management, including shelter, meals, and transportation for single women and families with children experiencing homelessness.
Kansas Children's Service League	\$19,800	\$20,280	\$20,280	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC	\$17,500	\$18,500	\$17,500	Thriving Families: Crisis counseling, parent education, help for families navigating health care, housing, and community resources.
SAFEHOME	\$21,000	\$21,000	\$21,000	Economic Empowerment Program promotes economic self-reliance for domestic violence survivors.
Salvation Army Family Lodge (Olathe)	\$18,000	\$20,000	\$23,000	Temporary and transitional housing for families in Johnson County experiencing homelessness, including related services and case management.
Sunflower House	\$37,500	\$42,500	\$42,500	Personal safety and prevention programs for children and youth. Prevention and education programs for childcare professionals and caregivers, including mandated reporters.
Total	\$335,930	\$371,776	\$372,376	The 2020 federal poverty level for a family of three is \$21,720.

2021 Human Service Fund Recommendations

CASA of Johnson and Wyandotte Counties

\$48,000

Recommendation

Funding is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a "Child in Need of Care" due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases, the judge is determining if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child's situation (safety, mental health, education needs, etc.). The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child's statements, behavior, and interaction with parents. Court reports support the judge's critical decisions about where the child should live and what services should be court-ordered.

2021 Results Projected: Children are safe from additional abuse or neglect. Children have a stable adult presence in their lives, and when eligible will complete high school or earn a GED. CASA anticipates serving 470 Johnson County children during 2021.

2020 COVID-19 Disaster Response: CASA experienced disruption in the delivery of some services due to the shutdown of courts and the fingerprinting and background check processes for intake of new clients; however, service providers were able to pivot to online services for some clients.

Outcomes achieved during 2019: During 2019, 412 Johnson County children were served. The presence of a stable adult is a key factor in building resilience from a history of trauma. 96% of children served by CASA had a stable adult presence in their CASA volunteer during their court involvement. While assigned to a CASA advocate, 99% of the children served did not have an additional affirmed or substantiated report of abuse to Kansas Department for Children and Families (DCF). Of the CASA-served youth eligible for graduation, 83% graduated.

Catholic Charities of Northeast Kansas

\$70,000

Recommendation

Funding is recommended for the Emergency Assistance and Supportive Housing program which operates within two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents' basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, childcare, and transportation. The case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

2021 Results Projected: During 2021, the agency anticipates serving 25,110 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will engage in budget coaching and a financial review with their case manager. 75% of clients will attend financial

literacy education classes and receive one-on-one coaching according to assessed need and capability.

2020 COVID-19 Disaster Response: Catholic Charities experienced a reduction in the delivery of some services during the emergency shutdowns but anticipates meeting or exceeding its anticipated 2020 service statistic projections due to a significant increase in demand.

Outcomes achieved during 2019: During 2019, 24,859 Johnson County residents were served and visits to Catholic Charities for food assistance totaled 41,049. This included assistance with applications for SNAP (Supplemental Nutrition Assistance Program) and food from the agency's pantry. Direct financial assistance enabled 736 individuals to maintain safe housing for at least 30 days. 1,164 individuals benefited from utility service assistance which enabled them to sustain utility services for 30 days. All individuals who received direct financial assistance completed a financial assessment with their case manager. 91% of individuals who received financial assistance also attended financial literacy education which included Money Smart, Your Money-Your Goals, and one-on-one budget coaching.

El Centro, Inc.

\$22,800

Recommendation

Funding is recommended for the Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under-/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and personal safety. Services include economic empowerment (emergency assistance, financial literacy classes, assistance filing taxes), access to healthcare (health navigation and promotion) and policy education.

2021 Results Projected: During 2021, El Centro expects to serve 2,500 Johnson County residents at the Olathe office. Results include meeting clients' basic needs (sustain housing and utility services, completion of financial classes), assisting clients with work and income supports (filing taxes, obtaining an Individual Tax Identification Number if needed) and clients leading healthier lives (successful access of community healthcare resources and increased knowledge of chronic disease prevention and healthy consumer behaviors).

2020 COVID-19 Disaster Response: In 2020, El Centro is on track to serve anticipated number of clients in 2020 despite the COVID-19 shutdown. El Centro had to limit its provision of tax filing services and class and group education. However, El Centro pivoted and provided new programming to assist in the filing of unemployment applications and began hosting weekly drive-thru food distribution events, serving nearly 4,300 individuals (not unduplicated) in Johnson County.

Outcomes achieved during 2019: During 2019, approximately 2,890 Johnson County residents were served. Clients' basic needs were met: 47 households received utility assistance and were able to maintain utilities for minimum of 30 days. 86 individuals completed financial empowerment classes. 84 people were assisted with the process that enabled them to receive an Individual Tax Identification Number and thus file income taxes. 123 individuals were assisted with applying for the Supplemental Nutrition Assistance

Program (SNAP) and received benefits; 484 enrolled in KanCare with assistance; 1,350 were assisted in filing income taxes.

**FosterAdopt
Connect**

\$5,000

Recommendation

In its second year of application to HSF, funding is recommended for FosterAdopt Connect's Family Advocacy Program. Through this program peer-to-peer support connects foster and adoptive families with trained advocates (experienced foster parents) who help families navigate and resolve issues related to interaction with the child welfare system. Examples of challenges include delays in reimbursement, problems accessing school-based services, as well as mental health services. The program forms the foundation of the agency which offers multiple programs/services in the Kansas City area. Founded in 1998, the agency operates five resource centers, including one in Lenexa.

2021 Results Projected: In 2021, FosterAdopt anticipates serving 228 Johnson County residents in providing Family Advocacy services. Outcomes include increasing the retention rate of families (assisting in developing and pursuing an action plan), increasing access to resources and knowledge (resolution of needs), and decreased traumatic moves for children (retaining placement).

2020 COVID-19 Disaster Response: Due to the pandemic, FosterAdopt responded to the shift in need of its clients toward basic necessities by transitioning its clothing closet and food pantry into a delivery service for clients. Child placements dropped off during shutdowns; however, FosterAdopt anticipates a greater need for services in 2020 and 2021.

Outcomes achieved during 2019: During 2019, FosterAdopt Connect's Lenexa office served 73 households through its Family Advocacy services. 58% of families developed and maintained an action plan within 30 days of initial contact; 73% of families demonstrated increased access to resources and knowledge through having indirect advocacy needs met within 3 business days; 100% of families maintained placement of children - decreasing traumatic moves for children.

**NCircle DBA
Cultivate, Inc.,**

\$19,696

Recommendation

NCircle, subcontractor to Goodwill of Western Missouri and Eastern Kansas for a 2020 HSF grant, is replacing Goodwill in 2021 and expanding the Digital Literacy and College of Trades programs through a recommended \$4000 increase in funding. These programs provide skills training, certification instruction, financial education, job placement, and mentorship for individuals in Johnson County Department of Corrections Adult Residential Center (ARC) and Therapeutic Community, as well as adults on probation upon release from the ARC. In an expansion of this program, NCircle is working with partners and Johnson County Department of Corrections to set up the first learning lab at the Juvenile Detention Center (JDC); residents will be provided digital literacy training and STEM-based projects. Through these programs, new life skills, employment training, and case management resources will be provided to clients (most of whom return to Johnson County upon completion of sentence/probation period). Founded in 2012, NCircle has multiple programs that currently work with clients from the ARC and JDC. Participants in this program demonstrate increased rate of employment, increased income, decreased recidivism and decreased new charges.

2021 Results Projected: In 2021, NCircle plans to serve 110 Johnson County residents through this program with 70 residents of ARC and the Therapeutic Community completing the College of Trades and/or Digital Literacy Program and 40 residents of JDC completing

the Digital Literacy Program. Participants will increase their workplace skills and digital skills, increase the number of persons with in-demand workforce credentials in Johnson County, and demonstrate a reduction in recidivism and costs to the County.

2020 Results Projected: In 2020, Goodwill and Cultivate are on track to serve 75 Johnson County residents through this program. Clients will increase their knowledge of essential skills in the workplace and digital skills needed in the workplace. There will be an increase in the number of persons with in-demand workforce credentials, and a reduction in recidivism.

**Growing Futures
Early Education
Center**

\$9,000

Recommendation

Funding is recommended for Growing Futures' Scholarship Assistance for Wrap Around Care (WAC) Program. 99% of the families served by Growing Futures are living at or below federal poverty guidelines. Through the Human Service Fund grant, childcare scholarships help low-income families experiencing financial hardships who are unable to pay their share of childcare fees. Families who meet Head Start income guidelines pay for seven hours of the 10.5 hour-day (7am-5:30pm) at rate of \$135/week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Emergency assistance is provided to families in need of short-term help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time), and food.

2021 Results Projected: Children demonstrate kindergarten readiness and maintain enrollment in the program even though families face financial hardship. Families attain at least one family goal based upon family determined strengths and needs. During 2020, Growing Futures projects serving 40 Johnson County residents.

2020 COVID-19 Disaster Response: Growing Futures will be serving more children and families through the WAC Program and HSF scholarship subsidization than anticipated in 2020 due to an increase in demand because of increased unemployment and/or partial loss of employment; they anticipate serving 48 Johnson County residents in 2020.

Outcomes achieved during 2019: During 2018, 37 Johnson County residents were served through families receiving short term help or fee subsidies which allowed parents to remain working or in school while facing financial challenges. No children left the program due to inability to pay fees and all assisted families took steps toward completion of a large family goal. 89% of children achieved kindergarten readiness.

Harvesters

\$15,000

Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools, and Kids Café which is provided in after-school locations and summer sites in Johnson County. Through the BackSnack program a backpack filled with food is provided to low-income children who take it home for the weekend. Harvesters' purchases food for the backpacks and links schools to a community partner and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify children in greatest need of food assistance. Harvesters delivers meals directly to Kids Café sites and provides meals there at no cost to children and youth. Free and reduced lunch school statistics help determine location of Kids Café sites. During the 2020 school year there will be 21 Kids Café sites in Johnson County, and Harvesters will continue to

encourage families to transition to the new School Pantry program. The School Pantry program provides BackSnack families the option of receiving food from a School Pantry instead of a weekly BackSnack (in order to feed everyone in the household, not just the student).

2021 Results Projected: In 2021, through the BackSnack program, the agency anticipates serving 1,800 Johnson County children and distributing 55,100 backpacks; and, providing 21,000 meals to 5,190 children through Kids Café sites. Harvesters anticipates addressing the basic needs of 26% of the food insecure children in Johnson County through these programs; results include positive effects on children's grades, behavior and health.

2020 COVID-19 Disaster Response: Harvesters continued to operate the BackSnack and Kids Café during the COVID crisis by utilizing State waivers to allow children to pick up Kids Café meals to go from schools and through community partners. During school closure, BackSnacks were delivered through a variety of new methods: school bus drivers making home deliveries, school staff distributing at school sites, and community partners hosting pick-up locations.

Outcomes achieved during 2019: Harvesters provided 62,800 backpack carriers of food and 27,456 Kids Café meals to Johnson County children. In 2019, Harvesters offered a combination of both BackSnack and Kids Café meals at 11 Johnson County schools, serving 5,206 children through Kids Café and 3,485 through BackSnacks.

**Health
Partnership
Clinic (HPC)**

\$49,500

Recommendation

Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. A \$4,500 increase in funding in 2021 will support a Nurse Practitioner providing care to uninsured patients at the Olathe Clinic. HPC's patients are primarily low income with majority being uninsured or publicly-insured. Health Partnership Clinic, Johnson County's largest safety-net clinic and only Federally Qualified Health Center, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services, and works in partnership with homeless shelters, delivering onsite health care services and case management. Specialty care is provided through a network of providers.

2021 Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes and are satisfied with services they receive, thereby continuing to utilize HPC as their health home. During 2021, HPC anticipates serving 9,300 Johnson County residents through 25,000 patient office visits or encounters.

2020 COVID-19 Disaster Response: During the stay-at-home order, HPC was required to close its dental clinics and its school-based clinics. Like other medical providers, it saw a significant drop in patients attending preventive care and well visits as residents complied with the stay-at-home orders. The dental clinics have reopened and school-based clinics are anticipated to reopen in the fall; however, HPC anticipates that it will be at 50% capacity for 2020 and returning to full capacity in 2021.

Outcomes achieved during 2019: During 2019, 9,235 Johnson County residents were served through 24,881 patient office visits and/or clinical encounters. Approximately 91% of patients surveyed indicated they were either satisfied or very satisfied with overall care they received as a patient. Patients achieved positive health outcomes as indicated by 66% of hypertensive patients who had their blood pressure under control with readings below 140/90, and 69% of diabetic patients who achieved HgA1c (blood glucose) level of 9.0 or below during the last half of the year (compared to 59% before the clinic opened).

**Johnson County
Interfaith
Hospitality
Network
(JCIHN)**

\$9,000

Recommendation

JCIHN provides shelter, meals, transportation and case management for families and single unaccompanied females experiencing homelessness. Area congregations provide shelter and meals on a rotating schedule while JCIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting, money management, and job and housing searches. Services are provided by 3,500 volunteers through partnerships with 40 faith congregations.

2021 Results Projected: During 2020, the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50% will move into homes of their own within four months of entering the network. Volunteers will increase their awareness of human service needs in Johnson County.

2020 COVID-19 Disaster Response: As a safety measure, JCIHN was closed to new admissions between March 23 and June 15, 2020, which will reduce their overall service statistics for 2020. JCIHN has begun serving new admissions and anticipates that need for their services will increase over the next year.

Outcomes achieved during 2019: During 2019, 50 Johnson County residents were served. Of those completing the program, 95% reported increasing their income by 25% or more while in the program, and 43% moved into homes of their own within three months of entering the network. Johnson County residents received 1,941 cumulative days of shelter and strength-based case management.

**Kansas Children's
Service League
(KCSL)**

\$20,280

Recommendation

Funding is recommended for Healthy Families Johnson County, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are "at-risk" for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services. Parent engagement includes Parent Cafés, parent support groups, and a parent advisory group. Funding is also recommended for the \$480 annual cost of webhosting the Johnson County Early Learning Collaborative, a collaborative of organizations (including KCSL) which serve young children. The website is used to connect caregivers and providers with programs that serve children, and as link to My Resource Connection when other services are needed.

2021 Results Projected: During 2021, 250 Johnson County individuals are expected to be served. Anticipated results are that families will not have any substantiated child abuse and

neglect; children have health insurance and are current on immunizations; and, children have a developmental screen in the last six months (or are already receiving services for developmental delays).

2020 COVID-19 Disaster Response: KCSL staff pivoted to providing virtual and phone visits and are beginning to implement porch visits to engage families. KCSL anticipates an increase in need in 2020 and 2021 as families are experiencing multiple and increased stressors, especially loss of income, during the COVID-19 disaster.

Outcomes achieved during 2019: During 2019, 316 Johnson County residents were served. 98% of the families served remained free from substantiated abuse and neglect while in the program. 99% of children enrolled for at least six months had health insurance and 94% had a developmental screening.

KidsTLC

\$17,500

Recommendation

Funding is recommended for KidsTLC Thriving Families program which offers resource referral, parent support groups, and health care navigation to families who struggle with behavioral and mental health issues with their children. The program serves families in the community and families who have children in one of KidsTLC's programs. Eligibility is not based upon income, however, most of the families are low-income (58% of KidsTLC's clients are living below 200% of the Federal Poverty Level). The program serves as the navigation arm for the agency, helping families find mental health/health care, housing and community resources/support. It also provides education and support to Spanish-speaking families. The program is a health navigation resource for schools and participates in Olathe and Shawnee Mission School Districts' IMPACT Olathe and Project Home programs which serve youth and families who are at-risk for homelessness. The goal of Thriving Families is to educate families about health issues, trauma, and raising healthy children; and, to provide health navigation resources so parents can raise healthy children.

2021 Results Projected: During 2021, the organization estimates serving 375 Johnson County residents through this program. Program results include that people's life sustaining basic needs are met through crisis intervention or referral to direct assistance, clients experience increased access to services, barriers to services are reduced, and clients express increased awareness of resources.

2020 COVID-19 Disaster Response: KidsTLC was able to quickly pivot to online education services and online engagement with clients and had an increase in attendance in virtual meetings and in completion of training through Facebook.

Outcomes achieved during 2019: Through crisis intervention, housing support, and health navigation, the Thriving Families program served 294 individuals. KidsTLC supported 27 households through crisis intervention services, 11 through assistance with rent, deposits, or mortgage payments, and 17 through food or hygiene direct assistance. KidsTLC referred 46 clients to KidsTLC services, such as Que Onda Families, Lotus Clinics, Trellis, or Intensive Outpatient services), whilst 25 other clients and households were referred to benefits assistance, employment opportunities, mental health services, and/or shelter and transitional living programs. 88% of clients reported an increase knowledge of available in resources in an exit survey.

Safehome Safehome provides shelter and other assistance to survivors of domestic violence. Funding is recommended to support Safehome's Economic Empowerment Program. Through education, support, and referrals, this program helps clients become employed and self-sufficient. All shelter clients take an assessment and are recommended to one of three tracks: budget, job seeker or job training. Basic and advanced financial literacy classes are offered in English and Spanish. Specialized workshops are tailored to clients' needs. Funds are provided for clients to attend GED and ESL classes off-site.

\$21,000

Recommendation

2021 Results Projected: Program participants complete a budget and career assessment inventory, enroll in job training or education programs, and/or have job interviews and secure employment. The agency projects this program will serve 120 Johnson County residents during 2021.

2020 COVID-19 Disaster Response: Safehome responded to shift in client needs for urgent employment, as compared to job training and career changes, and additional life stressors by providing different job training/employment services. Safehome is examining online training options for financial literacy courses.

Outcomes achieved during 2019: During 2019, 93 Johnson County residents were served. After five weeks of participation in the Job Search track, 41% completed a career assessment inventory with 97% attending at least two job interviews. After 90 days in shelter, 36 clients secured employment. 67% of clients on the Budget track completed a household budget.

Salvation Army Olathe Funding is recommended to assist low and very-low income homeless families in Johnson County with food and shelter at the Johnson County Family Lodge in Olathe. A \$3,000 increase will be utilized to provide direct financial assistance toward payment of back rent and back utilities to support residential clients in obtaining new housing. In most cases, the Lodge provides up to 90 days of shelter (temporary housing – maximum stay of 180 days). Residents meet weekly with a case manager who utilizes the strengths-based case management model. Classes and/or skill building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

\$23,000

Recommendation

2021 Results Projected: In addition to providing safe shelter, results will include families increasing their skills or income, applying for mainstream services (SNAP, TANF, Medicaid, etc.), moving into transitional or permanent housing, and children begin or continue to receive daycare services as a work support for guardians. The Family Lodge anticipates serving 125 Johnson County residents during 2021 with more intensive services and longer stays than in 2019 due to loss of employment and housing during COVID-19.

2020 COVID-19 Disaster Response: Room turnover between March and June was significantly reduced as all residents lost employment due to shutdowns. New families are being admitted to the Lodge, allowing for social distancing and quarantine.

Outcomes achieved during 2019: The Family Lodge provided 33,398 units of service which it defines as “one bed night and/or one meal provided” to 126 Johnson County residents. 88% of families exiting the program moved into transitional or permanent housing. 97% of eligible families applied for and received mainstream services (medical assistance, childcare subsidy, WIC, and SNAP). 97% of participants who successfully completed the program increased their skills or income.

<p>Sunflower House</p> <p>\$42,500</p> <p>Recommendation</p>	<p>Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) <i>Happy Bear</i>, an interactive drama in Spanish and English for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) <i>Think First and Stay Safe</i>, a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) <i>E-Safety</i>, provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) <i>Keeping Kids Safe Online</i>, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) <i>Stewards of Children</i>, a child sexual abuse prevention and education training for adults; 6) <i>Mandated Reporter Training</i> which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child’s disclosure; and, 7) <i>Child Protection Project</i>, a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.</p>
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2021 Results Projected: Age-appropriate person safety/abuse education will be provided to children; adults will be educated on child abuse indicators and reporting abuse; youth and adults will increase their knowledge of online crimes against children, including online safety steps and proper reporting. The agency anticipates reaching 19,000 Johnson County residents during 2021.

2020 COVID-19 Disaster Response: Due to school closures, Sunflower House was not able to provide as many trainings in spring of 2020 as planned. It has prepared plans for alternate delivery of trainings, through smaller groups and online platforms, for the fall.

Outcomes achieved during 2019: During 2019, 17,665 Johnson County residents were served. In post-program surveys, 98% of children indicated they would report unwanted contact, including physical touches and electronic communications. 98% of adults, including those within the special needs community, who were educated on child abuse indicators and reporting abuse, indicated they gained new information and 97% said they would monitor the electronic communications of children more closely.

APPENDIX A

2021 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	\$141,775
De Soto	\$2,380
Edgerton	\$2,000
Gardner	\$6,800
Leawood	\$16,500
Lenexa	\$20,350
Merriam	\$8,300
Mission	\$8,300
Olathe	\$60,000
Overland Park	\$86,200
Prairie Village	\$8,300
Roeland Park	\$4,771
Shawnee	\$26,200
Spring Hill	\$2,000
Westwood	\$1,500
Total from County Government & Cities	\$395,376
Interest	\$3,000
Subtotal	\$398,376
UCS Administration	\$26,000
Total Available to Allocate	\$372,376

2021 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- Robin Harrold, *Committee Chair*, AdventHealth
- Kate Allen, Johnson County Community College
- Tara S. Eberline, Foulston Siefkin, LLP
- Tom Herzog, Netsmart
- Roxann Kerr Lindsey, CBIZ
- Justin Nichols, Kutak Rock LLP
- Beccy Yocham, City of Lenexa

Staff support: Christina Ashie Guidry, UCS Director of Resource Allocation

APPENDIX B

2021 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating health and human service programs that promote self-sufficiency, well-being and/or personal safety of Johnson County residents who live with income at or near the federal poverty level. Funded programs provide pathways and opportunities for building a healthy community where every resident is empowered to reach their full potential. Components of the safety net investment that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

FUNDING PRIORITIES 2021

Health and human service programs funded by the Human Service Fund must:

- promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.
- offer county-wide services or fill a gap which results in county-wide benefit
- offer equal access to all clients and prospective clients who could benefit from the program.
- deliver measurable outcomes which benefit county residents and, in the long-term, benefit local governments by avoiding, deferring or preventing costs that otherwise might be incurred by local government.

Priority is given to programs that:

- address emergency aid and shelter, child/adult abuse, child welfare, health, work support services such as childcare and early childhood development, and job training.
- serve individuals and/or families with income below or near the federal poverty level.
- demonstrate innovation and/or collaboration in program delivery.
- are consistent with an evidence-based program, best practices or promising practices, or replicate a successful model.

ELIGIBILITY

- Applicants must deliver direct services to Johnson County residents, be recognized by the IRS under section §501(c)(3), provide health and human services programming as their primary mission, and be in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Agency must provide most recent IRS form 990 and an independent certified audit of the previous year's financial records; or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information.
- The applicant complies with Agency Standards.
- Applicant affirms compliance with any applicable nondiscrimination ordinances and/or policies of the municipalities that provide resources to the Human Service Fund.
- Funded program must:
 - promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.

- primarily serve Johnson County, Kansas residents who live with income at or near federal poverty level. However, programs that do not meet this criterion may still be eligible if the program addresses child/adult abuse, and/or leads to the prevention of poverty, and primarily serves Johnson County residents.
- clearly define and measure outcomes for participants.
- benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
- offer county-wide services or fill a gap which results in county-wide benefit.
- offer equal access to all clients and prospective clients who could benefit from the program.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (ATF, managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle. Criteria of discrete programs include, but are not limited to, programs for which expenses are recorded separately for purposes of functional accounting, programs that, if serving a population targeted by another program, serve a distinct need of that population, and/or employ distinct strategies and projected outcomes.
- Applications for substance abuse programs are not accepted and should be directed to the ATF.