

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall, 4600 W 51st Street
December 4, 2023 6:00 PM

- | | | |
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| <ul style="list-style-type: none">• Michael Poppa, Mayor• Emily Hage, Council Member• Benjamin Dickens, Council Member• Jan Faidley, Council Member• Jennifer Hill, Council Member | <ul style="list-style-type: none">• Vacant , Council Member• Tom Madigan, Council Member• Kate Raglow, Council Member• Matthew Lero, 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	Finance	Safety	Public Works
Dickens	Hill	Madigan	Faidley
Lero	Vacant	Hage	Raglow

Pledge of Allegiance

- A. Instructions on Logging into Meeting Remotely
- B. Swear in Council Members and Mayor

Roll Call

Modification of Agenda

I. Public Comments

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

II. Consent Agenda

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

- A. Appropriations Ordinance #1033
- B. City Council Meeting Minutes November 20, 2023
- C. Governing Body Workshop Meeting Minutes November 20, 2023
- D. Walgreen 2024 Cereal Malt Beverage License Renewal

III. Business From the Floor

A. Applications / Presentations

- 1. Legislative Update from Little Government Relations (10 min)
- 2. Review of Housing Rental Regulations (10 min)

IV. Mayor's Report

V. Workshop and Committee Reports

VI. Reports of City Liaisons

VII. Unfinished Business

VIII. New Business

- A. Approve Project Rise Agreement (10 min)
- B. Approve Dedication of Easements and Right of Way for 5400 Buena Vista (5 min)
- C. Appoint Joe Kmetz to the Planning Commission and Reappoint Haile Sims to the Diversity, Equity, and Inclusion Committee (5 min)
- D. Reappointment of City Attorney, City Engineer, Judge and Prosecutor (5 min)
- E. Approve Remote Work Policy Addition to Employee Handbook (10 min)
- F. 2024 IT Service Agreement with Johnson County DTI (5 min)
- G. Approve Funding Agreement with Johnson County for the 48th St & Roe Blvd Storm Pipe Lining Project (5 min)

IX. Ordinances and Resolutions:

X. Workshop Items:

XI. Reports of City Officials:

- A. Discuss Street Reconstruction Project Options vs Surface Treatment in 2024 (10 min)

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

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

before the meeting begins.

A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.

2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.

C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.

D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly

conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.

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

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

Item Number: Pledge of Allegiance- -A.
Committee 12/4/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

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

Item Type:

Recommendation:

See instructions to log in below.

Details:

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

Kelley Nielsen is inviting you to a scheduled Zoom meeting.

Topic: City Council and Governing Body Workshop Meeting

Time: This is a recurring meeting Meet anytime

Join Zoom Meeting

<https://zoom.us/j/97767592270?pwd=VWNXbjNkejVb0JBaStWMDF5WXpoZz09>

Meeting ID: 977 6759 2270

Passcode: council

One tap mobile

+16699006833,,97767592270# US (San Jose)

+12532158782,,97767592270# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 977 6759 2270

Find your local number: <https://zoom.us/j/97767592270>

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	11/20/2023 - 3:04 PM

Goals/Objectives & Terms

Item Number: Pledge of Allegiance- -B.
Committee 12/4/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Swear in Council Members and Mayor**

Item Type:

Recommendation:

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
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- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	11/29/2023 - 8:57 AM

Goals/Objectives & Terms

Item Number: Consent Agenda- II.-A.
Committee 12/4/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #1033**
Item Type:

Recommendation:

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	11/30/2023 - 1:37 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ Appropriations Ordinance #1033	Cover Memo

Appropriation Ordinance - 12/4/2023 - #1033

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, November 30, 2023

Appropriation Ordinance - 12/4/2023 - #1033

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 December 4, 2023.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	1,064,784.34
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Appropriation Ordinance - 12/4/2023 - #1033

						Check / E F I			
Vendor	Dept	Acct #	Description	Invoice Description	Date	Amount	Chk #	Check Amount	
Vendor	Dept	Account	Account Description	Reference	Date	Amount	Check #	Check Amount	
Luis G Palos	220	5211.220	Maintenance & Repair Equipment	2	11/30/23	300.00	75841	300.00	
ADP, Inc.	101	5214.101	Other Contracted Services	4329	11/30/23	296.84	75842	533.36	
ADP, Inc.	101	5214.101	Other Contracted Services	647115737	11/30/23	236.52			
Advance Auto Parts	106	5260.106	Vehicle Maintenance	5128331743979	11/30/23	128.42	75843	219.62	
Advance Auto Parts	106	5302.106	Motor Fuels & Lubricants	5128331935037	11/30/23	91.20			
All City Management Services, Inc.	102	5214.102	Other Contracted Services	89076	11/30/23	652.16	75844	652.16	
All Copy Products Inc.	102	5214.102	Other Contracted Services	81387337	11/30/23	322.50	75845	645.00	
All Copy Products Inc.	105	5214.105	Other Contracted Services	81387337	11/30/23	322.50			
American Equipment Co.	106	5211.106	Maintenance & Repair Equipment	48745	11/30/23	269.63	75846	782.47	
American Equipment Co.	106	5211.106	Maintenance & Repair Equipment	71145	11/30/23	512.84			
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	D660314	11/30/23	549.44	75847	549.44	
Aquila Industries	300	5476.300	Community Center Improvement	8	11/30/23	74,318.95	75848	74,318.95	
Aspen Lawn & Pest Control	300	5470.300	Park Maintenance	196164	11/30/23	110.00	75849	110.00	
Boulevard Tire & Service	102	5260.102	Vehicle Maintenance	1083174	11/30/23	46.80	75850	46.80	
Commercial Aquatic Services, Inc.	220	5211.220	Maintenance & Repair Equipment	480001	11/30/23	696.12	75851	696.12	
Casey's Business Mastercard	106	5302.106	Motor Fuels & Lubricants	3D5L	11/20/23	665.61	32882	665.61	
City of Fairway	999	9999	Undistributed	202301	11/30/23	9,049.62	75852	9,049.62	
Constellation Newenergy- Gas Div	220	5289.220	Natural Gas	3895400	11/21/23	120.62	75838	120.62	
Engineers Joint Contract Documen	106	5421.106	Street Maintenance	10/31/23 3Final	11/30/23	173,450.02	75853	484,288.54	
Engineers Joint Contract Documen	270	5430.270	Residential Street Reconstruction	11/15/23 Final	11/30/23	120,087.52			
Engineers Joint Contract Documen	270	5466.270	2023 CARS - 48th from Roe Lane to	11/15/23 Final	11/30/23	190,751.00			
ETC Institute	101	5214.101		31704	11/30/23	749.55	75854	749.55	
Foley Industries	106	5240.106	Equipment Rental	L26832014	11/30/23	1,540.90	75855	1,540.90	
Hometown Lawn, LLC	106	5214.106	Other Contracted Services	1473	11/30/23	2,225.00	75856	9,950.00	
Hometown Lawn, LLC	106	5214.106	Other Contracted Services	1632	11/30/23	2,225.00			
Hometown Lawn, LLC	106	5214.106	Other Contracted Services	1878	11/30/23	5,500.00			
Anna Jacobson	360	5209.360	Professional Services	7	11/2/23	2,625.00	75840	4,875.00	
Anna Jacobson	360	5209.360	Professional Services	8	11/30/23	2,250.00			
Johnson County Health & Environ	290	5307.290	Other Commodities	07005	11/30/23	171.96	75857	171.96	
Key Equipment & Supply	106	5211.106	Maintenance & Repair Equipment	KC210724	11/30/23	540.87	75858	540.87	
Kansas Gas Service	106	5289.106	Natural Gas	7027 11/14/23	11/21/23	283.50	75839	283.50	
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	323001.010000010	11/30/23	4,379.90	75859	29,717.76	
Lamp, Rynearson & Assoc., Inc.	300	5421.300	Street Maintenance	322001.090000006	11/30/23	3,591.10			
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	322001.040000017	11/30/23	1,099.47			
Lamp, Rynearson & Assoc., Inc.	360	5442.360	Building Improvement	323012.010000010	11/30/23	2,624.43			
Lamp, Rynearson & Assoc., Inc.	370	5455.370	Public Infrastructure Improvements	32201.070000009	11/30/23	3,904.88			
Lamp, Rynearson & Assoc., Inc.	270	5464.270	2023 CARS - Mission Rd. 47th-53rd	323099.010000003	11/30/23	2,274.00			
Lamp, Rynearson & Assoc., Inc.	270	5465.270	RSRP - Nall from 51st to 58th	323098.010000001	11/30/23	2,246.73			

Lamp, Rynearson & Assoc., Inc.	270	5466.270	2023 CARS - 48th from Roe Lane to	322001.050000010	11/30/23	3,907.43		
Lamp, Rynearson & Assoc., Inc.	300	5476.300	Community Center Improvement	322001.080000004	11/30/23	282.00		
Lamp, Rynearson & Assoc., Inc.	999	9999	Undistributed	321001.040000018	11/30/23	928.20		
Lamp, Rynearson & Assoc., Inc.	999	9999	Undistributed	323111.010000001	11/30/23	4,479.62		
Lexington Plumbing & Heating Co.	300	5470.300	Park Maintenance	149682	11/30/23	325.00	75860	325.00
Anthony Marshall	290	5307.290	Other Commodities	812686	11/30/23	200.00	75861	200.00
Mauer Law Firm PC	101	5215.101	City Attorney	11/16/23	11/30/23	6,699.00	75862	7,980.00
Mauer Law Firm PC	101	5215.101	City Attorney	11/16/23	11/30/23	882.00		
Mauer Law Firm PC	101	5215.101	City Attorney	11/16/23	11/30/23	399.00		
Mission Parks & Recreation	999	9999	Undistributed	111723	11/30/23	3,726.02	75863	3,726.02
Moss Printing	101	5301.101	Office Supplies	17406	11/30/23	210.00	75879	210.00
Overhead Garage Door	220	5211.220	Maintenance & Repair Equipment	129162234	11/30/23	135.31	75864	135.31
Judy Parker	110	5241.110	Community Garden	6/13-11/2/23 Exp	11/30/23	170.77	75865	170.77
Adam Peer	103	5214.103	Other Contracted Services	11/28/23	11/30/23	375.00	75866	375.00
Pitney Bowes Global Financial Ser	101	5205.101	Postage & Mailing Permits	7903 11/20/23	11/30/23	10.42	75867	10.42
Principal Life Insurance Co.	107	5130.107	City Paid Life/ST Disability	10001 11/16/23	11/30/23	734.63	75868	734.63
Ripple Glass, LLC	115	5272.115	Solid Waste Contract	5905	11/30/23	7,187.50	75869	7,187.50
Shawnee Mission Ford, Inc.	106	5211.106	Maintenance & Repair Equipment	687465/1	11/30/23	699.80	75870	699.80
Staples	101	5301.101	Office Supplies	8072247437	11/30/23	404.66	75871	663.24
Staples	101	5301.101	Office Supplies	8072320894	11/30/23	92.22		
Staples	101	5304.101	Janitorial Supplies	8072247437	11/30/23	166.36		
Star Signs LLC	290	5425.290	Other Capital Outlay	7132	11/30/23	275.00	75872	275.00
The University of Kansas Health S	106	5207.106	Medical Expense & Drug Testing	31928	11/30/23	58.00	75873	58.00
US Postal Service	101	5208.101	Newsletter	11/20/23 Man Ck	11/20/23	788.38	32881	788.38
Water District No 1 of Johnson Co	101	5287.101	Water	1593 11/22/23	11/30/23	92.09	75874	546.81
Water District No 1 of Johnson Co	101	5287.101	Water	6642 11/22/23	11/30/23	17.73		
Water District No 1 of Johnson Co	106	5287.106	Water	1229 11/22/23	11/30/23	32.86		
Water District No 1 of Johnson Co	106	5287.106	Water	1321 11/22/23	11/30/23	88.00		
Water District No 1 of Johnson Co	106	5287.106	Water	1391 11/22/23	11/30/23	28.70		
Water District No 1 of Johnson Co	106	5287.106	Water	1489 11/22/23	11/30/23	69.08		
Water District No 1 of Johnson Co	106	5287.106	Water	1681 11/22/23	11/30/23	28.88		
Water District No 1 of Johnson Co	106	5287.106	Water	2212 11/22/23	11/30/23	27.90		
Water District No 1 of Johnson Co	220	5287.220	Water	8373 11/22/23	11/30/23	74.00		
Water District No 1 of Johnson Co	290	5287.290	Water	3054 11/22/23	11/30/23	87.57		
Winter Illuminations Inc.	101	5237.101	Community Events	122516	11/30/23	3,550.00	75875	3,550.00
KPERS	101	2040.101	KPERS Accrued Employee	11/22/23 PR	11/30/23	2,769.58	EFT	2,769.58
KPERS	101	2040.101	KPERS Accrued Employee	11/22/23 PR	11/30/23	4,230.16	EFT	4,230.16
KP&F	101	2045.101	KP&F Employee Withholding Payab	11/22/23 PR	11/30/23	2,501.49	EFT	2,501.49
KP&F	101	2045.101	KP&F Employee Withholding Payab	11/22/23 PR	11/30/23	7,997.79	EFT	7,997.79
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Recurring EFT	11/20/23	2,363.00	EFT	2,363.00
Universal Construction Co	300	5442.300	Building Improvement	4	11/30/2023	396,478.59		396,478.59

\$ 1,064,784.34

Item Number: Consent Agenda- II.-B.
Committee 12/4/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **City Council Meeting Minutes November 20, 2023**
Item Type:

Recommendation:

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
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- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
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- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	11/30/2023 - 3:14 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ City Council Meeting Minutes November 20, 2023	Cover Memo

**CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
ROELAND PARK CITY HALL
4600 WEST 51ST STREET, ROELAND PARK, KS 66205
November 20, 2023, 6:00 P.M.**

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

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

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

Admin
Dickens
Rebne

Finance
Hill

Safety
Madigan
Brauer

Public Works
Faidley
Raglow

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

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. CMBR Brauer was absent. All other Governing Body members were present. Staff present were City Administrator Moody, City Attorney Walker, Assistant City Administrator/Finance Director Jones-Lacy, Police Chief Morris, and City Clerk Nielsen.

Modification of Agenda

There were no modifications to the agenda.

I. Public Comments

There were no public comments made.

II. Consent Agenda

- A. Appropriations Ordinance #1032**
- B. City Council Meeting Minutes November 6, 2023**
- C. 2024 Cereal Malt Beverage Renewals**

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

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

There was no Business from the Floor.

IV. Mayor's Report

A. Notice of Ward 4 Vacancy and Call for Applicants

Mayor Poppa stated that CMBR Castagna-Herrera has resigned. He noted she was a strong leader, a valuable member of the team, and a pleasure to work with. She will be out of the country for four months and has made the extremely difficult decision to put her Ward 4 constituents first, stating it is not fair to them not to have a voice on the Council. Mayor Poppa thanked her for her service and hoped she would remain engaged with the City.

Per City Code, they will begin the appointment process for filling the vacant Council seat. Mayor Poppa said if anyone is interested in applying to call City Hall or fill out the form on the City's website. He hopes to have someone seated by the second Council meeting in January 2024.

CMBR Madigan said they should make public the names of those who apply. Mayor Poppa thanked CMBR Madigan and said that it is noted.

CMBR Faidley asked as Councilmembers would they be able to see the applications and résumés. Mayor Poppa said if that is part of the process, then they would.

B. Holiday Tree Lighting

Mayor Poppa said there will be the annual Roeland Park Holiday Tree Lighting ceremony on December 6th followed by holiday carols from Roesland Elementary School choir. "Brinner" will also be served with the Governing Body flipping pancakes in the Community Center for everyone who attends.

Mayor Poppa asked for volunteers from the Governing Body to help with setting up, working the event, and cleaning up afterwards. Mayor Poppa said he would pick up the groceries. CMBRS Faidley, Madigan, Dickens, and Raglow offered to help set up. CMBRS Dickens, Madigan, Raglow, and Hill volunteered to clean up. Mayor Poppa said he was excited to serve the community in a different way. He also requested all Governing Body members be there to help with the cooking.

CMBR Rebne said he will be coaching basketball but one of his children will be helping during the performances.

(There was informal conversation amongst the Councilmembers regarding working the event)

Mayor Poppa thanked the Council for helping and hoped they could make "Brinner" part of the annual tree lighting event.

V. Reports of City Liaisons and Committees

A. Sustainability Committee

Megan Rivas, Chair of the Sustainability Committee said they had their biannual cleanup on October 14th. They had a good turnout despite the weather.

The committee is also involved with the bike share planning process, and they will continue to stay engaged to provide insight into where locations are needed.

Also, they had a potential member attend their last meeting. The committee also had involvements in the Sustainability Fair and the KC Climate Action Summit. The committee is working hard to stay engaged.

Mayor Poppa asked what they can do as a Governing Body to support the committee. Ms. Rivas said the Governing Body talking about their ideas such as planting native species and items such as that is helpful noting that outreach is a big component of how they get the word out.

B. MARC – Bike & Pedestrian (Jan Faidley)

CMBR Faidley provided her report in the agenda packet. She also noted that CMBR Hill presented on the traffic garden at their last meeting.

C. Project Rise Service Agreement Recommendation by Task Group

Ms. Jones-Lacy provided an update and did not ask for a recommendation from the Governing Body. She noted the task force has met several times and reviewed the goals and objectives for 2023. They have also developed a list of objectives for Project Rise to accomplish in 2024. One of the objectives is to split certain tasks with Gather Media handling the communications component of the project regarding social media and the website. The Northeast Johnson County Chamber of Commerce and Rebecca Galati will work on project management and strategy. The primary objective of Project Rise is to identify vacant tenant spaces in the City with a focus on the commercial corridor of Roe Boulevard. It is noted that these are mostly privately owned but they would like to develop relationships with the owners in the hope of being able to fill those spaces. They want to be able to provide resources and tools to those wanting to establish a business in Roeland Park with the relationships they have to those locations.

Mayor Poppa thanked Ms. Jones-Lacy for coalescing all the information together and making sure, as a task, force their meetings are productive. He also thanked her for being their point person with the Chamber.

CMBR Faidley noted this item was on the Workshop and transferred to the Council agenda. Mayor Poppa stated that was correct. CMBR Faidley questioned whether the list of 2023 goals have been met or are they still a work in progress. Ms. Jones-Lacy said the initial Council direction for the project was broad and to let Project Rise develop a strategy. She has met with Ms. Galati and Deb Settle of the NEJC Chamber to review the goals and to outline some of the items. They are developing a strategy for Roeland Park and will bring that to the Governing Body next year. They have hopes of working with a real estate group to be able to connect future tenants as space becomes available in Roeland Park. Things are still developing, a lot is in process, but a lot of those initial items have been met. Their focus continues to be on the Roeland Park community.

CMBR Madigan said they have tried to make more receivables for 2024 they are able to define. They are bringing at least four new businesses to the City and are trying to hone down to make it easier to know what the City should be doing.

Mayor Poppa reiterated that the group is making measurable goals to meet certain milestones throughout the project. At the December 4th meeting he hopes to have appointments to the task force to replace CMBR Brauer and CMBR Castagna-Herrera.

VI. Unfinished Business

No Unfinished Business was discussed.

VII. Ordinances and Resolutions

No ordinances or resolutions were presented.

VIII. New Business

A. Discuss Recruiter Service Agreement for Assistant Chief Position

City Manager Moody said they have obtained three proposals for those specializing in governmental recruiting. The proposals were reviewed and scored by a committee with the SGR firm receiving the highest average composite score and is recommended by the committee. He also added that the decision to use a recruiting firm has not been made.

Mayor Poppa thanked Mr. Moody for putting the information together and including the cost. As a member of the committee, he was concerned about utilizing a recruiting firm and looking outside the City for an assistant chief. He strongly believes they should develop their own internal talent and at least one candidate has been mentioned as a viable option. He would like to see those funds be used towards the personal and professional development of an existing employee rather than being spent on a recruiter.

Police Chief Morris stated he agreed that the concept of what City Manager Moody has put together has merit. He said that it makes sense going through internal hiring versus recruiting and outlined several reasons. He said that traditionally police chiefs have worked their way up through the ranks. Normally they have a second in command, which can help avoid a time-consuming search. The police chief will still need to work the streets in Roeland Park as they are a small department. He said it also creates a positive influence on those who are now working in the department to know they have the ability of being able to rise through the ranks. Having an outside recruiting firm reduces that incentive. Police Chief Morris agreed the cost is expensive and the funds could be used for other things. He also noted the person in their department now has more education and knowledge than he did when he took over the position and also knows Roeland Park. Police Chief Morris said he has always been a straight shooter with the Governing Body and the person he is considering is the same way. This officer has also been at the Police Department almost as long as he has. He also went over the traits needed for the position and how this individual meets them.

CMBR Dickens said looking within does let their people know there is a career path with Roeland Park and to immediately go outside for recruitment is a morale killer with a hefty price tag without first doing any of their own recruiting. He said that if they look inside first and do not find a qualified candidate or no one who wants to step into that position, then looking at a recruiter would be okay with him at that point.

CMBR Faidley asked about the newly hired officer. Police Chief Morris said he's working out great and just finished the first week. CMBR Faidley said overall as a Council as well as residents, they are happy with the culture of the Roeland Park Police Department, and they want to keep that dynamic.

CMBR Raglow expressed her agreement with CMBR Dickens and Police Chief Morris to try and recruit from within.

CMBR Madigan spoke about the positives of their Police Department that he hears from residents, and he is not in favor of spending over \$30,000 on recruitment unless they find they need to look outside their department.

Police Chief Morris said that the most training they would need would be in budget preparation and this individual has been going through that with him. Police Chief Morris said he got his expertise and knowledge from the Finance Director and City Manager.

Mayor Poppa looked for a motion to hire an outside recruiting firm. There was no motion made but there was consensus to look inside their own Police Department before external recruitment.

B. Reappoint Judy Hyde to the Parks Committee

MOTION: CMBR HILL MOVED AND CMBR FAIDLEY SECONDED TO APPROVE THE REAPPOINTMENT OF JUDY HYDE TO THE PARKS COMMITTEE. (MOTION CARRIED 6-0.)

C. Approve Utility Easement on Community Center Site

City Manager Moody stated this utility easement should have been recorded originally as part of the plat. There are existing in-ground utilities along the corridor. The gas company is bringing this up as part of the work they are doing in the northeast part of the City. City Manager Moody reviewed previous individual utility easements on the site and showed the proposed gas line to be installed noting this would be a general utility easement.

MOTION: CMBR FAIDLEY MOVED AND CMBR REBNE SECONDED TO APPROVE THE 15' WIDE GENERAL UTILITY EASEMENT ALONG THE SOUTH PROPERTY LINE OF THE COMMUNITY CENTER LOT. (MOTION CARRIED 6-0.)

IX. Reports of City Officials

No reports were given.

Adjourn:

MOTION: CMBR MADIGAN MOVED AND CMBR REBNE SECONDED TO ADJOURN. (MOTION CARRIED 6-0.)

(Roeland Park City Council Meeting Adjourned at 6:53 p.m.)

Kelley Nielsen, City Clerk

Michael Poppa, Mayor

Item Number: Consent Agenda- II.-C.
Committee 12/4/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

Title: **Governing Body Workshop Meeting Minutes November 20, 2023**

Item Type:

Recommendation:

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	12/1/2023 - 9:49 AM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ Governing Body Workshop Meeting Minutes November 20, 2023	Cover Memo

**CITY OF ROELAND PARK, KANSAS
GOVERNING BODY WORKSHOP MINUTES
ROELAND PARK CITY HALL
4600 WEST 51ST STREET, ROELAND PARK, KS 66205
November 20, 2023, 6:00 P.M.**

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

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

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

Admin
Dickens
Rebne

Finance
Hill
Vacant

Safety
Madigan
Brauer

Public Works
Faidley
Raglow

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

I. MINUTES

There were no minutes for approval.

II. DISCUSSION ITEMS

1. Review Zoning Code Updates with Confluence and Planning Commission

Chris Shires from Confluence was at the meeting to review his presentation on code updates.

Also present was Planning Commissioner Lisa Brunner and Planning Commissioner and Councilmember-elect Matthew Lero.

Mr. Shires said he previously worked with the Governing Body through the adoption of the Comprehensive Plan. For this presentation he identified focus areas in the code and made recommendations and suggestions for areas of modification.

He noted that the current code is very text heavy and not user-friendly and recommended simplifying it where they can make it clearer and more specific. One thing they should consider is creating a new zoning district to address townhomes and rowhouses. Mr. Shires also reviewed the suggested materials for the building standards.

CMBR Hill asked if those building materials are for single-family homes. Mr. Shires said the list is included but single-family materials tend to be a little less strict.

Mr. Shires briefly reviewed the commercial and office design standards noting that recommendations include a lot of glass in the design, which allows for light and provides added security and visibility.

Also included in the presentation were accessory structures. Mr. Shires said that currently the language is convoluted and recommended a rewrite but not a lot of changes. Also, it was recommended that detached garages should be made of materials that match the existing house.

There was also discussion on standards for fences, such as height requirements and streamlining the current language especially for the corner lot yards. A rewrite was recommended, but not a lot of changes. There are a lot of different standards for fences.

Mr. Lero asked if there would be more specifics in the code on detached structures and garages. Mr. Shires said there would be.

CMBR Hill asked about fences in front of the house. Mr. Shires said they are allowed but are super short and a lot of people are not using them. He suggested a four-foot maximum in order not to create a harsh barrier.

CMBR Madigan said the main fencing problem is for corner lot side yards and fencing. He would like to see them be able to hit a happy medium.

Mr. Shires said he will go back and take a fresh look at the side yard setbacks.

City Manager Moody said any fencing restricts the openness they are trying to accomplish with setbacks. He said that setbacks are not only for privacy but to provide green space. The visual appearance becomes profound with a row of fences in the front yard where you do not see anything.

Mr. Shires also provided some guidelines for the standalone accessory dwelling units and stated standards will need to be established and should require a special use permit. He will write up an ordinance for the Governing Body's review. He also added that every lot will not be eligible for an accessory unit.

Commissioner Brunner said she wants to see them be able to address affordable housing and the "missing middle" piece they have in the City. The accessory dwelling unit is a way for multi-generational families to have more space.

Mr. Shires briefly touched on the landscape standards and said, as written, they are vague.

Also addressed was the sign code. Mr. Shires noted they want the signs to be attractive but want the businesses to be seen and balanced. He suggested regulating the signs by zoning district and specific use.

CMBR Hill said this is something they need to talk about further as they are already discussing a City sign.

Commissioner Lero said he is not a fan of moving signs, and a moving LED graphic is not appealing.

CMBR Dickens said he prefers smaller signs and does not mind graphics but does not want animation.

There was a back-and-forth discussion on the various options available, what they would like to regulate and where.

CMBR Madigan said the manual Casey's sign would be something no one would replace. He also said they need to address the brightness of signs and not create a light pollution issue.

CMBR Hill said they need to remember there are residential homes on Roe.

Mr. Shires summarized the discussion that an electronic message sign, a digital sign with some restrictions is appropriate in the commercial districts. Along Roe, the signage should be more restrictive. In residential areas with places of worship and schools they could have their electronic bulletin board with light restrictions and maybe monochromatic only and a not fully digital animated sign. He said they could discuss the dwell time for how long an image stays lit before changing. They need to remember it's always about aesthetics.

CMBR Hill asked about the electronic St. Agnes sign. Mr. Shires said it is scrolling text and not animated graphics.

Mr. Shires will work with staff to make sure everything is good. It will come back to the Planning Commission and the Governing Body for consideration. He said that adjustments would more than likely be made along the way. His recommendation is when they do an update to use it for a year and then reassess and decide what adjustments they should make.

2. Presentation by McGrath on Remote Work Policy

Malayna Maes-Halverson from McGrath Human Resources Group worked on a project for the City to identify if a remote work program would be appropriate for City employees, what the parameters would be, and what expectations would be made. All positions in the City were assessed for appropriateness. They want to finalize which positions would be eligible should a request come in from an employee. It was determined that eligible employees should not be on probation or on any kind of performance improvement program. It was determined that remote work is better for full-time employees as part-timers are there to supplement the full-time staff. It was also recommended to start conservatively offering a couple of days a week to work remotely. But due to the size of City staff, it would be required for an employee to report on-site to work within 30 minutes. Ms. Halverson also reviewed the employee decorum for working at home. An assessment would also be made to determine if the employee would have access to the necessary equipment and materials if someone is working remotely.

CMBR Dickens thanked Ms. Halverson for her work as he is a proponent for working from home when possible. He also said he appreciates the conservative approach.

CMBR Faidley said she reviewed the assessment tool and found a few typos. Ms. Halverson said for her to forward them as the document had not gone through the proofreader.

CMBR Madigan asked how many jobs had been identified as possible candidates for remote work. City Manager Moody said the assessments for the different positions have been done and the final determination needs to be made, so he does not have an exact number.

III. COMMITTEE MINUTES

There were no minutes presented.

IV. ADJOURN

CMBR Hill thanked Planning Commissioners Brunner and Lero for joining them at the meeting and for their input. She wished everyone a Happy Thanksgiving.

(Roeland Park Workshop Adjourned at 8:22 p.m.)

Item Number: Consent Agenda- II.-D.
Committee 12/4/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 11/28/2023
Submitted By: Kelley Nielsen
Committee/Department: Admin.
Title: **Walgreen 2024 Cereal Malt Beverage License Renewal**
Item Type: Other

Recommendation:

To approve CMB license renewal for Walgreen.

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	11/28/2023 - 2:46 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
Walgreen	Cover Memo

Fee: \$75.00

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL TIMES

No.

DEALER'S RETAIL LICENSE

From: 01/01/2024

To: 12/31/2024

To All Whom it May Concern:

License is hereby granted to Walgreens to sell at retail

CEREAL MALT BEVERAGES

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

4951 ROE Boulevard

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

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

This License will expire on 12/31/2024, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, on this date: 12/04/2023

Mayor

City Clerk

Item Number: Applications/Presentations- A.-1.
Committee 12/4/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 11/30/2023
Submitted By: Mallory Lutz
Committee/Department: Admin.
Title: Legislative Update from Little Government Relations (10 min)
Item Type: Report

Recommendation:

Informational, no action anticipated.

Details:

Attached is the November 2023 Legislative Report from Little Government Relations. Roeland Park is contracting with LGR for legislative consulting services for 2024. Mallory Lutz will attend the meeting and provide an overview of the report.

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

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- How will the program be communicated to all stakeholders?

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: N/A

Line Item Code/Description:

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Moody, Keith	Approved	11/29/2023 - 3:26 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ November 2023 Legislative Report from Little Government Relations	Cover Memo



Memorandum

To: Keith Moody, City Administrator, City of Roeland Park
From: Little Government Relations
Date: November 29, 2023
Re: November Legislative and Policy Report

Overview

The countdown to January 8th has begun, and it is five short weeks until the 2024 Legislative Session begins. The interim meeting schedule is largely quiet over the next several weeks, and most committees wrapped up their work in early November. The Governor continues her statewide tour and campaign for Medicaid Expansion, and it seems that that topic may have some renewed interest and new supporters—particularly among some rural and conservative Republicans. As 2024 approaches, that is just one major policy debate of many that will play out once the Legislature returns.

Monthly Highlights

2024 Session Schedule

- Most importantly, the 2024 Session calendar and list of deadlines has been posted to the Legislature's website and can be found here:
http://kslegislature.org/li/documents/2024_session_deadlines.pdf
- As noted above, January 8th is the first day of Session, with the midpoint of Session, or "Turnaround" falling on February 23rd.
- First Adjournment ending the regular session is set for Friday, April 5th.

Tax Policy

- As we've stated before, taxes and tax relief are going to be the hot topics of 2024. What that looks like exactly has yet to be determined, and both parties have wide-ranging proposals on the topic. A few proposals will likely be in play, and some of them will be very familiar.
- Republican leadership's proposals include:
 - 5.15% flat income tax rate.
 - Decreasing the statewide 20-mill school levy by a couple of mills.
 - SCR 1611: A constitutional amendment that would limit property tax valuation increases for real property to 4% annually. It is unlikely this proposal will advance as is, per some conversation in the latest Special Committee on Taxation.
- The Democrats have shared the following options:
 - Resume funding the Local Ad Valorem Tax Reduction Fund (LAVTRF) after roughly two decades of failing to do so.
 - Raise the exemption on the statewide 20-mill school levy to \$100,000 (from the current \$40,000).
 - Proposed constitutional amendment to reduce the assessment rate on residential property from 11.5% to 9%.
 - Governor's proposal of a \$450 across-the-board tax rebate.

Latest Economic Forecast for Kansas

- As happens every November (and April), economists and fiscal analysts for the state provide a forecast of the state's revenues and overall economic wellbeing. The latest estimates show the state with an ending balance of \$3.5 Billion in Fiscal Year 2025, one of the highest ending balances in state history, though roughly \$1 billion of this amount can be attributed to federal Medicaid matching dollars that saved State General Fund money. Such a healthy ending balance certainly fuels the debate for tax relief on both sides.

Committee Changes

- Committee reshuffling, while somewhat unusual in non-election years, is not unheard of, and there have been a few noteworthy changes. As previously reported, House Judiciary will have a new Chair, following longtime Topeka Representative Fred Patton in that role. Susan Humphries from Wichita will now chair that committee.
- House Leadership announced longtime Representative Brenda Landwehr (R-Wichita) would no longer serve as Vice Chair on House K-12 Education Budget and would instead be moved to House Judiciary. Representative Jason Goetz from Dodge City will take her place as Vice Chair of K-12 Budget.
- Representative Patton's successor, Kyle McNorton, will serve on the following committees: Federal & State Affairs; Education; and K-12 Education Budget.
- Changes in the Senate committee leadership assignments includes Michael Fagg (R-Butler) replacing Rob Olson (R-Johnson) as chair of Senate Energy Committee. Virgil Peck (R-Neosho) will replace Dan Kerschen (R-Sedgwick) as chair of the Senate Agriculture and Natural Resources Committee.

Local Government Topics

Special Committee on Taxation

- The Special Committee on Taxation earlier this month wrapped up its work making recommendations and discussing likely topics the Tax Committees plan to address in January. Discussion and recommendations involved the following:
 - Local Sales Tax Authority: Committee discussed giving counties the same authority as cities when implementing a local sales tax for specific purposes, instead of counties constantly coming to the Legislature to ask for permission to put initiatives on the ballot. The Committee recommended legislation be introduced during Session.
 - Entity-based exemptions, i.e., potential for a broad-based exemption such as for 501(c)(3)s. The Committee noted this would cost the state roughly \$34 million to implement. The Committee also discussed some sort of flat fee structure for organizations applying for an exemption.
 - Tax credits and incentives: Committee noted the need to explore provisions and protocol to place in statute to provide greater consistency and transparency across tax credits and incentives.
 - The Committee also recommended that any tax-related legislation must pass through tax committees, instead of other committees. This, largely in response to legislation such as APEX/Panasonic going through

- committees other than Tax, such as Commerce instead, or housing tax credits passing through Federal and State Affairs committees.
 - Remove from statute tax credits that are not currently utilized.
- Property Valuation: The Committee made clear the Legislature intends to act on property valuation in some form during the 2024 Session. Whether the answer remains SCR 1611 (capping assessed valuation growth at 4 percent annually) seems far less likely following the Special Committee’s second meeting. However, the Committee recommended in broad terms that the Legislature move forward some policy that would put certain controls and limitations on valuation growth.
 - Some members suggested a model similar to Florida’s “Save our Homes” cap, that would allow portability, as well as use of the CPI.
- Committee Democrats also reiterated the need to fund LAVTRF.

Changes to KPERS in 2024?

- The Joint Committee on Pensions, Investments, and Benefits met for two days in early November to discuss ideas for possible changes to KPERS Tier III in 2024. Based on Committee discussion, the Legislature may not decide to completely abandon KPERS III and return to KPERS II, but it is likely there will either be some type of hybrid model, or some significant changes to Tier III.
- KPERS provided an overview of the current legislative proposals that are still alive and in play for the 2024 Session. While it is not yet clear what proposal(s) might have the most momentum, here are the main three:
 - SB 230: Defined contribution plan, similar to the federal Thrift Savings Plan,
 - HB 2365: Essentially reopens KPERS II (defined benefit plan).
 - Adjustments to KPERS III plan design.
- KPERS’ presentation on these three proposals can be found here: http://kslegislature.org/li/b2023_24/committees/ctte_jt_pensions_1/documents/testimony/20231103_08.pdf
- Quick summary of HB 2365 (as currently written):
 - (Had it passed in 2023 Session): Would close KPERS III on July 1, 2024, and new members after that date likely would be enrolled in KPERS II. Existing KPERS III members would be converted to KPERS II on or before January 1, 2024.
 - KPERS II recap:
 - Traditional defined benefit plan that is formula-based; employee contribution of 6%; employer contribution calculated by the actuary (12.57% in fiscal year 2024).
- It is not clear at this point the fiscal impact to locals should the state move back to KPERS III, but whatever the amount, it would be factored into locals’ unfunded liability and paid off over twenty years. KPERS estimates the fiscal impact for the state’s school districts, should the state move back to KPERS II, would be \$300 million. While the state currently has a healthy budget surplus, lawmakers have to consider all of the other issues (i.e., tax relief) vying for attention.
- Potential KPERS III Adjustments
 - Increasing the interest credit. (Has been lowered from six percent to four percent).

- Dividend interest credit changed from discretionary to formulaic (higher employer credits equal higher benefits).
- Annuity rate change (was originally set at six percent). Higher annuity rate translates to higher benefits.
- Recommendations:
 - The Committee recommended a select committee on KPERS III be appointed to meet during Session to determine whether Tier III is meeting objectives and whether those objectives need adjustments. A select committee will have the authority to introduce bills if it deems enhancements and changes are needed to Tier III.
- Additionally, a Legislative Post Audit (LPA) study on KPERS Tier III is set to be released by the end of the year or early 2024 and will be informative as any select committee moves forward in 2024 with recommendations for legislative action.

Climate & Sustainability Issues

- Solar Farms: The continued debate over siting of renewables, particularly solar, continues to grow in local communities across the state: https://www.kmuw.org/2023-11-08/communities-skeptical-of-solar-kansas?utm_source=newsletter&utm_medium=email&utm_content=fight%20solar%20development&utm_campaign=KNS%20Newsletter
- U.S. Department of Energy Updates:
 - E.V. Infrastructure myth-busting blog: <https://www.energy.gov/articles/correcting-record-about-electric-vehicle-sales>
 - Funding Opportunities
 - Optimize Decarbonization of Building Systems: https://www.energy.gov/eere/buildings/articles/bto-announces-benefit-2024-funding-opportunity-30-million-advances?utm_medium=email&utm_source=govdelivery
 - LEAP—Local Energy Action Program (\$18 million available to support clean energy-related economic development in low-income, energy-burdened communities): <https://www.energy.gov/communitiesLEAP/communities-leap>

Upcoming Activities

Interim committees have wrapped up almost all of their work for 2023. However, the legislative schedule of hearings is updated regularly throughout the interim and can be found at: http://www.kslegresearch.org/KLRD-web/Committees/2023InterimDocs/interim_mtg_schedule_2023.pdf

The 2024 session begins Monday, January 8, 2024.

Wrap Up

Let us know if you have any questions.

Little Government Relations LLC
800 SW Jackson, Ste. 1100

Topeka, Kansas 66612
785-235-8187 Office

Stuart J. Little, Ph.D.
785-845-7265
Mallory Lutz
785-409-8351

Item Number: Applications/Presentations- A.-2.
Committee 12/4/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 11/30/2023
Submitted By: Wade Holtkamp
Committee/Department: Neighborhood Services
Title: **Review of Housing Rental Regulations (10 min)**
Item Type: Presentation

Recommendation:

General Overview of Rentals

City rental property licensing addresses property maintenance and safety issues which helps protect against the deterioration of housing stock. It protects the public health, safety, and welfare of residents who occupy rental units through a rental inspection and correcting substandard conditions.

Rental licensing also protects housing values throughout the City and defends against blight. Inspections are made yearly that cover the property exterior. Interior inspections are made by request from the tenant or property owner.

Details:

Rental Property Licensing, Fee, and Regulations

Regular Rental License, \$75 fee. Tenant stay of 30 days or longer. Yearly exterior inspection at time of license issuance or renewal.

Short-Term Rental License, \$75 fee. Tenant stay may be under 30 days or over 30 days. Yearly exterior inspection at time of issuance or renewal.

Must be owner occupied as their principal address. Application notice sent to neighbors within 100 feet. If 3 or more objections are received it triggers review by Planning Commission. Must provide include license online and marketing materials along with code enforcement contract number. Complete a self safety checklist attestation.

Common rental code violation include cracked/broken windows, peeling paint, outdoor storage, inoperable vehicles, barking dogs, fences in poor condition, long grass, trash bin screening, trash/rubbish on

ground.

Other reported issues that do not meet the level of code violations include weeds such as ground ivy or dandelions, overgrown shrubs, leaf pickup, dead tree branches, infrequent grass cutting, too many vehicles parked in driveway or street, limited landscaping/gardening effort.

Rental licensing numbers. Ward One, 59, Ward Two, 45, Ward Three, 52, Ward Four, 16. Total rental licenses, 172.

Short Term Rental Licensing numbers. Ward Three, 5, Ward Two, 2, Ward Four, 1. Total short-term licenses, 8.

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	11/30/2023 - 5:03 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ Rental licensing presentation	Cover Memo

Rental Licensing Overview

City of Roeland Park, Kansas

Wade Holtkamp-Neighborhood Services



City Rental Property Licensing

Addresses property maintenance and safety issues which helps protect against the deterioration of housing stock. It protects the public health, safety, and welfare of residents who occupy rental units through a rental inspections and correcting substandard conditions.

Rental licensing also protects housing values throughout the City and defend against blight. Inspections are made yearly that cover the property exterior. Interior inspections are made by request from the tenant or property owner.



City Rental Property Licensing, Fees, and Regulations.

Regular Rental License, \$75 fee. Tenant stay of 30 days or longer. Yearly exterior inspection at time of license issuance or renewal.

Short-Term Rental License, \$75 fee. Tenant stay may be under 30 days or over 30 days. Yearly exterior inspection at time of issuance or renewal.

Must be owner occupied as their principal address. Application notice sent to neighbors within 100 feet. If 3 or more objections received it triggers a review by Planning Commission. Must provide include license online and marketing materials along with code enforcement contract number. Complete a self safety checklist attestation.





Common rental license inspection code violations



Broken windows



Fences in poor condition



Building Maintenance Code, damaged/rotted fascia wood rot



Improper storage of waste and recycling bins



Trash bin screening



Tall grass over 8 inches



Motor vehicles parked on unpaved surfaces



Dead trees



Litter, trash on property



Outdoor storage items



Motor vehicle nuisances



Peeling siding paint



Unlicensed Rentals



City rental license, short-term, traditional





Dog barking, off
leash, waste, over
animal limit



**To report an active
violation:**

**Animal Control
913-782-0720
Emergency
911**

Calls answered 24/7



Common complaints about rentals that are not code violations.







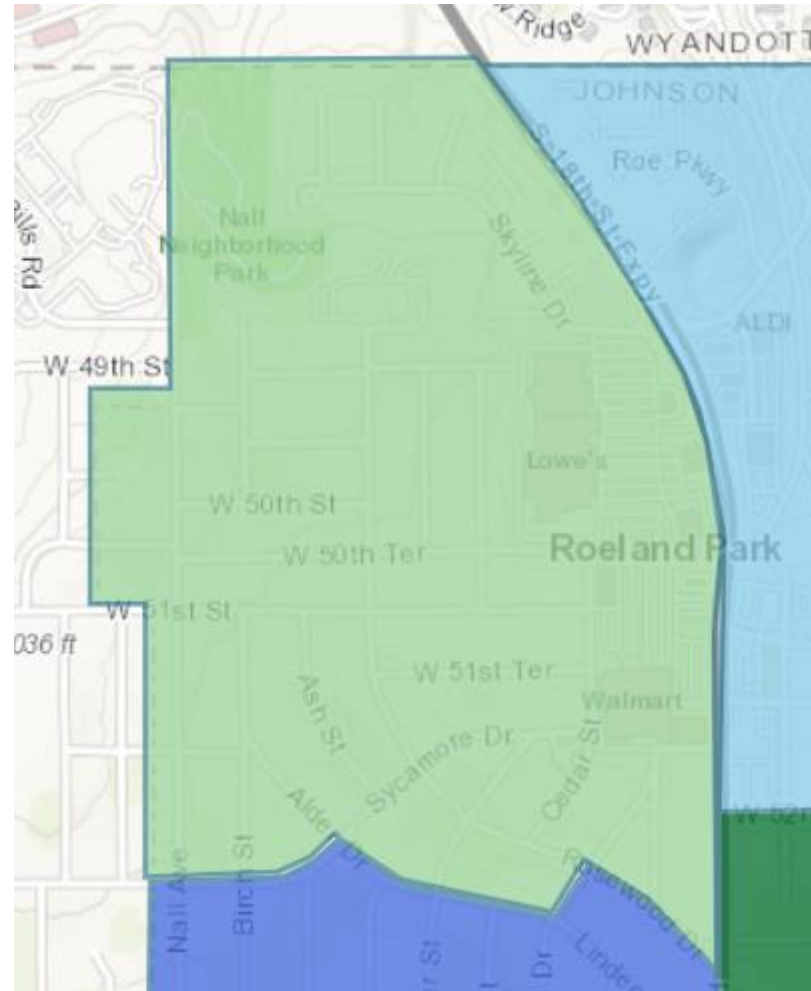






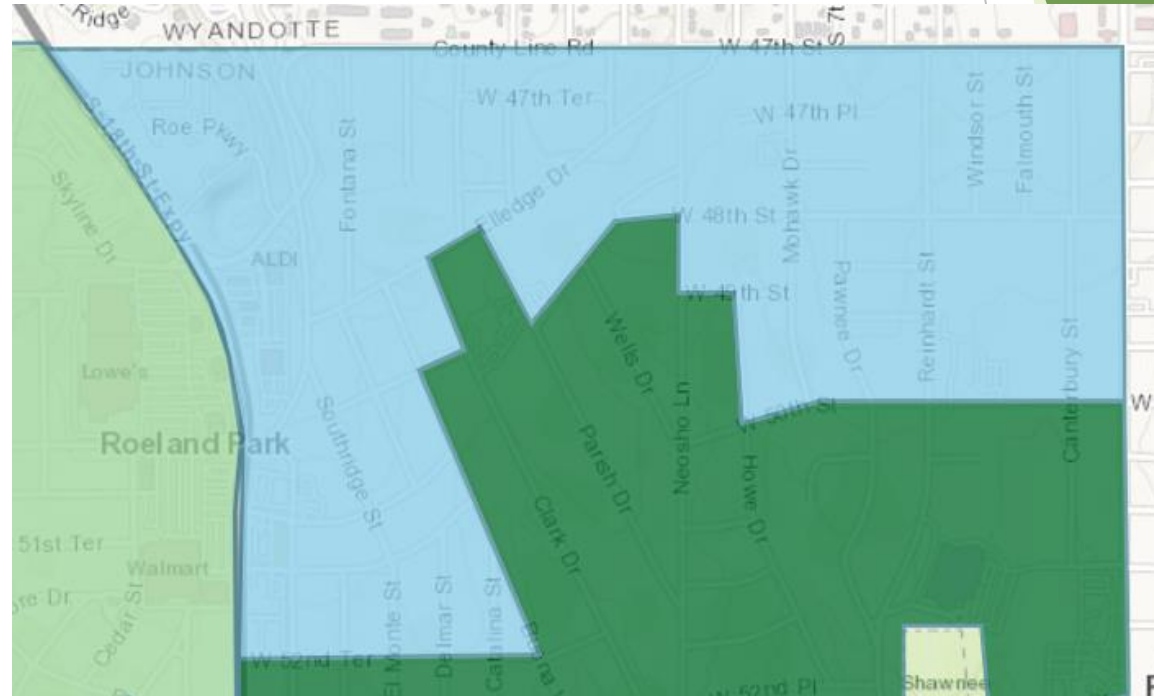
RENTAL NUMBERS: WARD ONE

2023: 59 Rental licenses



RENTAL NUMBERS: WARD TWO

2023: 45 Rental licenses



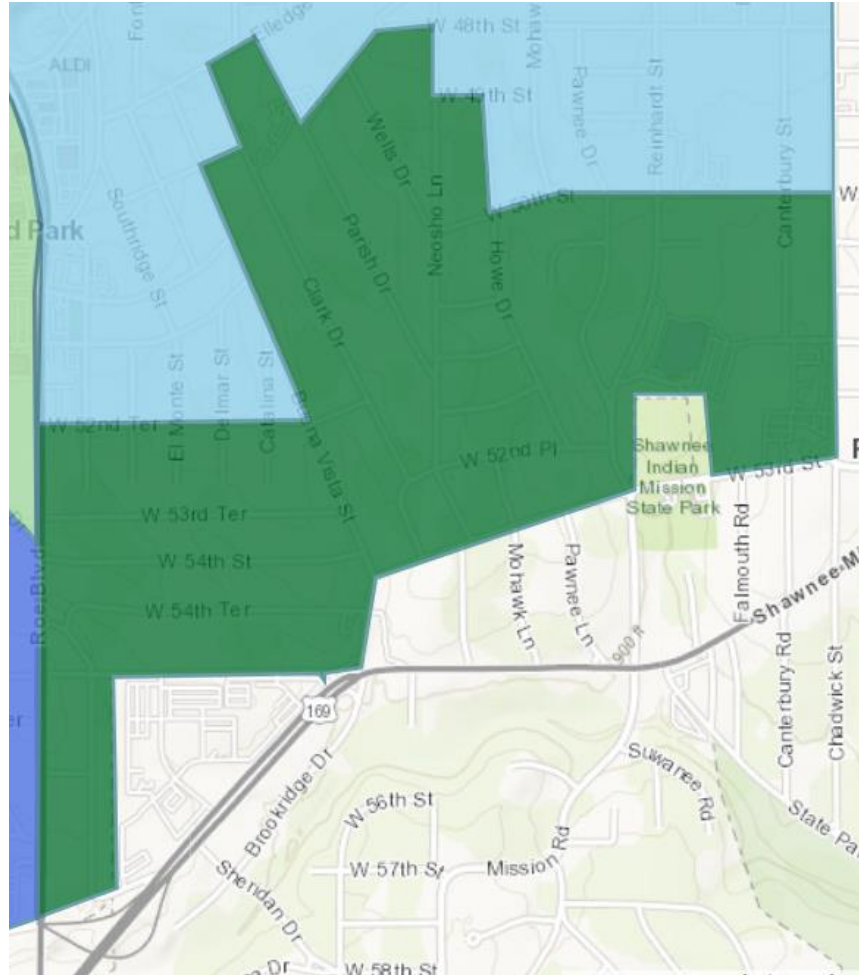
RENTAL NUMBERS: WARD THREE

2023: 52 Rental licenses



RENTAL NUMBERS: WARD FOUR

2023: 16 Rental licenses



City short-term rental licenses.

Ward three - 5

Ward two - 2

Ward four - 1



Report a code violation

City of Roeland Park

913-722-2600

4600 W. 51st Street

Roeland Park, KS 66205

Wade Holtkamp

Neighborhood Services

wholtkamp@roelandpark.org

913-722-2600

Roelandpark.net



Item Number: New Business- VIII.-A.
Committee 12/4/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/4/2023
Submitted By: Jennifer Jones-Lacy, Assistant City Administrator/Finance Director
Committee/Department: Admin
Title: **Approve Project Rise Agreement (10 min)**
Item Type: Agreement

Recommendation:

Approve the 2024 agreement with the NEJC Chamber for Project RISE.

Approve the 2024 agreement with Gather Media for Project RISE.

Details:

As detailed at the last Council meeting on November 20th (see additional information section below), the Project RISE Task Force made the recommendation to continue Project RISE for 2024 with two contractors where Rebecca Galati by way of the NEJC Chamber would serve as the project managers, and Katie Garcia via Gather Media would handle the communication and social media element of the project.

Scope of Services for the Chamber

- **Tools & Program Development, \$6,000** - Develop programs and tools to support businesses through Project RISE, including that may include but not limited to Business Mentorship programs, business surveys, and educational campaigns and seminars.
Business Incentive Package Development, \$3,000 - Design business incentive packages for new and existing businesses in collaboration with the City.
- **Business Placement, \$3,000** - Establish and nurture relationships with property owners, prospective businesses and key stakeholders to strategically place businesses in vacant spaces, with a focus on supporting diverse local ventures and an emphasis on tenanting spaces on Roe Boulevard.
- **Regional Chamber Networking, \$2,000** - Foster connections with regional chambers and actively participate in relevant events and programs on behalf of Project RISE.
- **Marketing Strategies for Vacant Properties, \$4,000** - Create and implement effective strategies to market the inventory of available properties, promote business community development, and ensure sustainability within Roeland Park.

- **Local Business Database, \$2,500** - Establish and maintain a comprehensive Roeland Park business database, including existing and prospective businesses.
- **Networking Expense, \$1,500** - Ordinary and necessary food and beverage expenses in connection with the performance of services under this agreement.
- **Consultant & Subject Matter Experts (SMEs), \$40,000** - Funds for Consultant, Subject Matter Experts (SME) and Chamber staff time to assist with meeting Project Goals listed in Section 4.

Total anticipated project cost for the Chamber \$62,000. Additional items would need prior approval from the City and include up to \$12,500 for additional items as agreed upon by the Chamber and the City via the Project RISE Task Force.

Scope of Services for Gather Media

- **Website Hosting and Security, \$1,800**
- **Project RISE website transfer and updates, \$2,750**
- **Promotional Brochure, \$950**
- **Social Media Work, \$10,500**
- **Video Work, \$1,250/video**

The total project cost for Gather Media is \$16,000 plus any video work, which we anticipate one-three videos.

The agreement for Gather Media and Chamber agreements are attached. Both agreements have been reviewed by our attorney Alex Felzein.

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

Amount of Request: \$78,000 - \$94,250 max	
Budgeted Item?	Budgeted Amount: \$100,000
Line Item Code/Description: \$60,000: 5209.1010 - Professional Services GF; \$40,000: 5209.559 - Professional Services ARPA Fund	

Additional Information

The Project RISE Task Force has met to discuss and review the goals of Project RISE for 2024. The Task Force Consists of Mayor Michael Poppa and Councilmembers Tom Madigan, Trisha Brauer and Miel Castagna-Herrera. We reviewed the goals from 2023 and discussed the most

important accomplishments for 2024. As a reminder, the 2023 goals were as follows.

- Develop a specific strategy to promote redevelopment and tenanting of identified and underutilized and vacant commercial and residential sites.
- Develop and implement a City-specific small business retention toolkit.
- Develop and implement a City-specific diverse business owner's recruitment toolkit.
- Develop and foster relationships with commercial and retail development communities.

The task force further discussed splitting the responsibilities for Project RISE between Rebecca Galati via Northeast Johnson County Chamber and Katie Garcia via Gather Media. In this case, Rebecca would be the strategic lead and Katie would handle the website and communications. Below are the objectives as laid out by the Task Force.

2024 Project RISE Objectives:

- Develop relationships with property owners and designated representatives—specifically of the Roeland Park Shopping Center—and get as many details on vacant retail space as possible to help market those properties to prospects.
- Help place four new businesses, focusing on small/local businesses, in vacant commercial spaces with a special emphasis on the Roeland Park Shopping Center and Bella Roe Shopping Center.
- Highlight/Market Roeland Park businesses utilizing all available tactics, including video and social media.
- Create and market an inventory of available properties and connect prospects with opportunities in Roeland park.
- Create and maintain a business mentorship program, business incentives package and additional Project RISE-specific resources.
- Develop a Project RISE marketing piece that shares incentives and resources available for small businesses.
- Maintain a current local business contact list.

Staff is still waiting on a complete response from both parties on their scope of services and the fees for 2024. Those details will be included in two agreements for the next Council meeting.

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	11/30/2023 - 4:28 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description		Type
▣	Gather Media Agreement - Project RIse	Exhibit
▣	Gather Media Exhibit A	Exhibit
▣	Chamber Agreement - Project RISE	Exhibit

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into as of December 5, 2023, by and between Gather Media Co. a Kansas corporation ("Service Provider"), and the City of Roeland Park, Kansas a Kansas municipal corporation ("City").

1. Purpose

This Agreement is entered into for the purpose of effectively communicating with citizens, neighbors and the surrounding community about Project RISE. The Service Provider is expected to communicate the following content to a wide audience:

- a. Roeland Park has a unique and diverse set of businesses that are thriving in its community;
- b. Roeland Park is ready and able to support its community with business resources;
- c. Project RISE is a business resource available to all Roeland Park community members;
- d. No matter what size or type of business, Project RISE can provide valuable information; and
- e. Roeland Park is ready to help anyone become a business owner in its City, from retail space to the Rocks Development to at-homes businesses there are opportunities for all types of organizations to thrive in Roeland Park.

2. Services

Service Provider agrees to provide the services described in Exhibit A attached hereto (the "Services"). The details, specifications, and terms of the Services are outlined in Exhibit A, which is hereby incorporated into and made a part of this Agreement.

3. Term and Termination

This Agreement shall commence on January 1, 2024, and shall continue on a month-to-month basis unless terminated by either party with 60 days' written notice. Either party may terminate this Agreement for cause with immediate effect upon written notice to the other party in the event of a material breach of the terms of this Agreement.

4. Payment

The City agrees to pay Service Provider for the Services as outlined in Exhibit A. Payment is due within thirty (30) days from the date of the invoice.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

6. Miscellaneous

- (a) Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, oral or written, relating to the subject matter herein.

(b) Amendment: No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Services Agreement as of the Effective Date.

Gather Media

City of Roeland Park, Kansas

By: _____

By: _____

Date: _____

Date: _____

Exhibit A



Communications Goal

To continue to communicate effectively with citizens, neighbors and the surrounding community about Project RISE.

Content Themes

- Roeland Park has a unique and diverse set of businesses that are thriving in its community.
- Roeland Park is ready and able to support its community with business resources.
- Project RISE is a business resource available to all Roeland Park community members.
- No matter what size or type of business you are, Project RISE can provide valuable information.
- Roeland Park is ready to help you become a business owner in its City. From retail space to the Rocks Development to at-home businesses there are opportunities for all types of organizations to thrive in Roeland Park.

KPIs

- Monthly website report with traffic counts, top keyword searches and more.
- Social media KPI tracking e.g. engagements, page growth, top posts and competitor benchmarking.

Description: Scope of Work / Deliverables:		
Website: Project Rise	• The monthly hosting fee includes: includes minor edits, software updates, security checks, uptime monitoring & weekly backups.	\$150 per month hosting fee (\$1,800 per year)
Website: Project Rise Website Edits / SEO / Transfer	• Move the entire website over to the Gather Media management platform. Ensure the content moves correctly, and check to ensure all is functioning properly after the move. • Refresh the landing page on Roeland Park's website with links back to Project RISE. Provide content to RP team to update.	\$2,750 1x project



	● Determine if we add the URL and redirect to projectriseRP.com. ● Add more Roeland Park specific information to the website. ● Swap out images to be of Roeland Park vs. Kansas City. ● Move information about Roeland Park higher on the homepage. ● Review each website page with the team and determine what information needs to be changed, updated and edited. ● Conduct SEO audit, add SEO keywords and add plugins to the backend of the website as needed.	
Project RISE Brochure	● Create a one-pager/brochure featuring incentives and resources for small businesses. ● Write / edit content. ● Need content input from Jennifer / Rebekah on how / when this will be used. ● Include images, graphics, charts. ● Send two team for review / 2 rounds of edits. ● File to be delivered in Canva for on-demand printing as well as to make it easily editable.	\$950 1x cost



Monthly Social Media Work	● Host strategy session to kick off the project. Identify themes, goals, audience pain points and more. ● Include a Project RISE update 1x per week in the Roeland Park email newsletter. ● Social Media Management: ○ Content calendar delivered each month for review/approval with 4-5 posts per month. ○ Scheduled content on Facebook, Instagram, Nextdoor, Twitter and LinkedIn. ○ Monitor pages for questions and comments from the community and respond when needed. ● Monthly Reporting Includes: ○ Social media report. ○ Social media competitor report. ○ Top social media posts report. ● Present at City Council meeting once a quarter. ● Hold meetings as needed with RP team and Project Rise manager (Rebekah G.).	\$875 per month (\$10,500 per year)
Video Work	● Create a video feature of one Roeland Park business. ● Use these videos across all social media platforms. ● Talking points include - the why behind doing business in Roeland Park, their success story and more. ● The video should be 1 - 2 minutes long. ● Editing and recording included. ● Video inspo.	\$1,250 per video as needed (one-month advance notice needed)



Budget Additional marketing items would require extra budget. Examples include, but are not limited to: ○ Event coordination/ planning. ○ Google Ad Management. ○ New page build outs on the website. January 2024 - ongoing with 60-day notice	 \$150 per month hosting fee \$875 social media management Project Costs \$950 Brochure \$2,750 Website Transfer \$1,250 per video
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Roeland Park / Northeast Johnson County Chamber of Commerce Service Agreement

Now on this _____ day of _____, 2023 (the “Effective Date”), the City of Roeland Park, Kansas (the “City”) and the Northeast Johnson County Chamber of Commerce (the “Chamber”) (collectively referred to as the “Parties”) hereby enter into this service agreement (the “Agreement”).

WHEREAS, the City and Chamber desire to promote redevelopment and tenanting of identified, underutilized, or vacant commercial and residential sites; and

WHEREAS, the City and Chamber desire to recruit diverse business owners, support small business retention, and encourage business development within the City; and

WHEREAS, this Agreement is intended to help make the City a destination for commercial and retail businesses.

Now, therefore, in accordance with the following provisions, and for valuable consideration given, the Parties agree as follows:

Section 1. Term.

The term of this Agreement shall begin on the Effective Date and end on December 31, 2024. The term of this Agreement may be extended by a mutually agreeable amount of time evidenced by a written document signed by the Parties.

Section 2. Cost.

The cost of this Agreement shall not exceed Sixty-Two Thousand Dollars (\$62,000.00) for the scope of services as outlined in Section 3. Additional services or materials outside of this scope will be subject to additional fees as approval by the City. The City will pay to the Chamber the first payment of \$15,500, equivalent to three months of work, by January 15th. Starting in April 2024, monthly payments of \$5,166.67 will be issued by the last day of the month so long as progress is being made on the prescribed Objectives and quarterly activity reports are being delivered. If additional services are agreed upon by both parties, those fees can be added to monthly invoices as incurred.

Section 3. Chamber Scope of Services.

Each objective can deviate from the budget allotted amount up to twenty five percent (25.00%), any deviation above that percentage will require prior approval by the City, while not exceeding the total project funding as approved in this agreement.

Objective	Cost	Description
1. Tools & Program Development	\$6,000	Develop programs and tools to support businesses through Project RISE, that may include but not limited to Business Mentorship programs, business surveys, and educational campaigns and seminars.

2. Business Incentive Package Development	\$3,000	Design business incentive packages for new and existing businesses in collaboration with the City.
3. Business Placement	\$3,000	Establish and nurture relationships with property owners, prospective businesses and key stakeholders to strategically place businesses in vacant spaces, with a focus on supporting diverse local ventures and an emphasis on tenanting spaces on Roe Boulevard.
4. Regional Chamber Networking	\$2,000	Foster connections with regional chambers and actively participate in relevant events and programs on behalf of Project RISE.
5. Marketing Strategies for Vacant Properties	\$4,000	Create and implement effective strategies to market the inventory of available properties, promote business community development and sustainability within Roeland Park.
6. Local Business Database	\$2,500	Establish and maintain a comprehensive Roeland Park business database, including existing and prospective businesses.
7. Networking Expense	\$1,500	Ordinary and necessary food and beverage expenses in connection with the performance of services under this agreement.
8. Consultant and SMEs	\$40,000	Funds for Consultant, Subject Matter Experts (SME) and Chamber staff time to assist with meeting Project Goals listed in Section 4.
Total Funding	\$62,000	
Extra Services with Additional Fees		
Educational Support	Not to Exceed \$2,500	May include economic development and small business-related training opportunities for Project Manager and/or designated staff.
Other Services as Agreed Upon by Both Parties	Not to exceed \$10,000	Services not otherwise detailed in this scope that are deemed necessary by the City for project success. These could include business scholarships for educational seminars, leadership courses, business certification opportunities, and similar programs.

Section 4 Project Goals and Deliverables

1. The Chamber, on behalf of the City, shall develop relationships with the owners and/or representatives of the Roeland Park Shopping Center, Bella Roe, and other properties to gain knowledge of the details of each property in efforts to help market vacant properties to prospects, whereas information is public and/or available at a reasonable cost in relation to the overall project deliverables. Details include, but are not limited to:
 - a. Owner(s) name(s) and contact information.
 - b. Leasing agent or other designee with current contact information.
 - c. Site lease/purchase terms and conditions.

- d. Property owner's preferred tenant.
 - e. Obstacles to tenanting
 - f. Possible future vacancies.
2. The Chamber shall use its best efforts to place at least two (2) new businesses into identified underutilized and vacant commercial sites within Roeland Park. This includes taking all reasonable steps and making all reasonable endeavors, within the parties' capacity, to achieve the objectives of this Agreement. While the Chamber is obligated to exert its best efforts, this provision does not guarantee that the desired outcome will be achieved.
 3. In accordance with this agreement, the Chamber shall develop and implement resources that will help encourage the establishment of new businesses and help existing businesses with needs they may have, including but not limited to at least one (1) of each of the following:
 - a. A business mentorship program for interested qualifying new and existing Roeland Park business owners and operators whereas every qualifying businesses will be invited but participation will not be guaranteed.
 - b. Survey of existing businesses.
 - c. Educational seminars and/or business networking opportunities specific to the Roeland Park business community.
 4. Finalize and implement Roeland Park-specific small business toolkits including, but not limited to, a retention toolkit and diverse business owner's toolkit.
 5. Create and implement educational campaigns geared towards the Roeland Park community regarding economic development including but not limited to commercial and small business real estate, with the goal to create a greater and more thorough level of understanding of general economic development happening in the state, surrounding metro and Roeland Park community. With the goal to create a neutral and/or greater positive image of the City in regards to development in the community.

Section 5. Reporting

The City is responsible to its taxpayers for a transparent accounting of the public funds allocated to this project. As such, the Chamber shall submit reports to the City, including:

- a. Quarterly reports of expenses in the respective subject areas which shall include amount of expense, associated objective as outlined in Section 3, and any additional information deemed necessary by the Parties.
- b. Quarterly project updates presented to the Governing Body at agreed upon public meetings.
- c. Monthly narrative progress report on each of the objectives as outlined in Section 3.
- d. Ad Hoc meetings with the Project RISE task force when necessary and mutually agreed upon by the Parties.

Section 6. City Responsibilities.

The City shall schedule and budget staff time to work with the Chamber on completion of the Chamber's responsibilities listed in Section 3, above. The City shall provide the Chamber with a Single "Point of Contact (POC)" for the project. Should this Point of Contact change at any time during the Agreement term, the City shall make every reasonable effort to provide an alternate contact with similar authority, and sufficient knowledge of the project. The initial contact for the City shall be the Assistant City Administrator/Finance Director.

Section 7. Property Rights

Nothing in this Agreement shall be construed as granting any rights to any real or intellectual property. Any work product, information, know-how, data, results, and inventions, and any associated intellectual property, that is made, discovered, created, invented or generated by work under this Agreement shall be owned by the City. The Chamber may utilize certain information, know-how, data, and inventions for the sole purpose of replicating this project in other jurisdictions.

Section 8. Termination.

This Agreement may be terminated by either party for convenience by providing a thirty days' (30) written notice to the other party. In the event of termination, regardless of the reasons for such termination, the City agrees to pay the Chamber for all work actually completed prior to termination.

Section 9. Severability.

If any provision of this Agreement or any term, paragraph, sentence, clause, phrase or word appearing herein by judicially or administratively held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify, or impair in any manner any other provision, term, paragraph, sentence, clause, phrase, or word appearing herein.

Section 10. Governing Law.

This Agreement shall be deemed made within the State of Kansas and the laws of such state shall govern the interpretation and construction hereof. Venue for any dispute regarding this Agreement shall be the Johnson County, Kansas District Court.

Section 11. Further Acts.

The Parties shall do and perform such other and further acts, and sign any further documents, as are reasonably necessary so as to effectuate their intentions as herein expressed.

Section 12. Relationship of the Parties.

Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the parties. The employees of each party shall not be deemed employees of the other party under any circumstance.

Section 13. Assignment.

The City has specifically contracted for the services of the Chamber. Therefore, the Chamber may not assign or delegate its obligations under this Agreement, either in whole or in part, without the prior written consent of the City excluding the hiring of a single independent consultant to manage this project

Section 14. Notices.

Notice shall be deemed legally given when delivered by the United States Postal Service at the following addresses:

To the City:
Attn: City Administrator
4600 W. 51st Street, Suite 200
Roeland Park, KS 66205

To the Chamber:

Section 15. Indemnification.

To the extent allowed by Kansas law, the Parties shall defend, indemnify, and hold each other and its respective elected, appointed, and employed individuals and agents harmless from: all costs (including reasonable attorney's fees and costs), claims, demands, liabilities or judgment incurred, imposed, or asserted against each other pursuant to this Agreement. This indemnity shall survive the expiration or earlier termination of this Agreement. **Section 16.** Clawback.

In the case where the Chamber does not submit proper reporting documents, as defined in Section 5 "Reporting", or if the City is concerned that the reporting documents show City funds used for other non-City projects, then the City will provide notice to the Chamber of its concern. The Chamber and City shall meet within ten (10) days of the notice, and shall work to resolve the concern. Upon the lack of resolution, the City is entitled to a refund in the amount for any non-reported tasks and any for any funds spent on non-City projects. Any refund under this Section shall be issued within fourteen (14) days of the request by the City.

Section 17. Force Majeure.

The Chamber shall be excused for failure to provide Services hereunder to the extent that such failure is directly or indirectly caused by an occurrence commonly known as "force majeure," including, without limitation, delays arising out of acts of God, acts or orders of a government, agency or instrumentality thereof (whether of fact or law), casualties or accidents or any other causes, circumstances or contingencies that are beyond the control of Chamber, including but is not limited to, natural disasters (such as earthquakes, hurricanes, floods), war, terrorism, strikes, embargoes, governmental restrictions, power failures, significant disruption of communication networks, ; provided, however, that Chamber has cooperated in good faith and has taken all

reasonable steps to carry out the terms and the intent of this Agreement. Should a force majeure event prevent or delay Chamber from providing Services under this Agreement, the Chamber shall use its best efforts to resume provision of Services as soon as possible. Notwithstanding any events operating to excuse performance by Chamber, this Agreement shall continue in full force for the remainder of the term and any renewals thereof.

Section 18. Entire Agreement.

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter herein. This Agreement may not be amended or modified unless so modified in writing by both Parties.

Section 19. Confidential Relationship.

The Chamber acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Chamber in the performance of Chamber's obligations under this Agreement. Chamber may receive, create for the City or have access to, among other things, technical, member/donor, personnel and business information in written, graphic, oral or other tangible forms such as specifications, records, data, computer programs, technology, drawings, models, reports and samples (hereinafter collectively referred to as "Confidential Information") owned or controlled by the City.

- a. Nothing in this Agreement will be construed as granting any rights to any Confidential Information. All Confidential Information (including all copies thereof) will at all times remain the property of the City and will be immediately returned to the City after Chamber's need for it has expired, or upon request of the City, and in any event, upon completion or termination of the services to be provided by Chamber. At such time, Chamber shall also erase, delete, or destroy any notes, documents, or other computer storage, including system backups, which contain any Confidential Information
- b. The Chamber will not disclose any Confidential Information to any third party without first obtaining the City's express written consent, which may be withheld in the sole discretion of the City.

This Agreement has been executed as of the date first hereinabove written.

City of Roeland Park Kansas:

By: _____

Date: _____

Northeast Johnson County Chamber of Commerce:

By: _____

Date: _____

Item Number: New Business- VIII.-B.
Committee 12/4/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/4/2023
Submitted By: Jennifer Jones-Lacy, Assistant City Administrator/Finance Director
Committee/Department: Admin
Title: **Approve Dedication of Easements and Right of Way for 5400 Buena Vista (5 min)**
Item Type: Other

Recommendation:

Recommend approval of the public utility easement dedication for the Mission Park 2nd Plat Final Plat, located at 5400 Buena Vista.

Details:

Staff received a building permit application to tear down the existing ranch home at 5400 Buena Vista and construct a new two story home. During the plan review it was discovered the property was never platted. Plats are drawn to scale and recorded with Johnson County the land's size, boundary locations, nearby streets, and any easements or rights of way.

Roeland Park (as with other cities) requires a lot be final platted before a building permit can be issued. Platting ensures that land development conforms to the City's subdivision standards as well as to zoning standards. As a requirement to a building permit application, staff requested a plat which was created by J&J Survey and presented to our City engineer, Lamp Rynearson for review. Attached is the final plat with review corrections. Lamp Rynearson's review is also attached which basically states any new build would need to face Buena Vista, which is what is intended. The platting requirement brought to light that an existing public sewer is not contained within an easement on the land and the right of way along 54th street is not a consistent width. An easement and right of way dedication to address these issues is reflected on the final plat, these dedications require council approval.

In addition, the City Code has the following regulations regarding sidewalks:

Sec. 16-1440. - Sidewalks.

(a) Within the boundaries of a subdivision, sidewalks shall be installed by the subdivider on both sides of all arterials and collector streets and on one side of all local residential streets. In industrial parks or business parks, sidewalks shall be required only on arterial, collector streets or peripheral streets. All sidewalks shall be

no less than four feet in width, of Portland cement concrete, and shall comply with the specifications of the City. Sidewalks shall be located in the platted street right-of-way abutting the property line. Sidewalks shall also be installed in any pedestrian easements as may be required by the Planning Commission. Sidewalks need not be installed where a rule exception has been approved by both the Planning Commission and the Governing Body.

Staff recommended a rule exception to the Planning Commission for the following reasons:

- If a sidewalk is installed on Buena Vista (BV) in this location, it would exist as an island and not connected to another section of sidewalk on the west side of BV.
- The City is unlikely to connect this sidewalk on the westside of BV due to the need to install retaining walls due to the grade of the yards, thereby substantially increasing the cost.
- While the Sidewalk Master Plan notes the westside of BV in this location as a high priority sidewalk site, a sidewalk has since been installed on the eastside of BV, south 54th Street thereby making this location less of a priority for sidewalk installation.

The Planning Commission approved the sidewalk rule exception for this platt.

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Jones-Lacy, Jennifer	Approved	11/29/2023 - 5:06 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ Final Plat - 5400 Buena Vista	Exhibit

LAMP
RYNEARSON

9001 State Line Rd., Ste. 200
Kansas City, MO 64114
816.515.30.0000 | Lamp@rynearson.com

☒ Reviewed ☐ Revise and Resubmit ☐ Rejected
☐ Furnish as Corrected ☐ Submit Specific Item

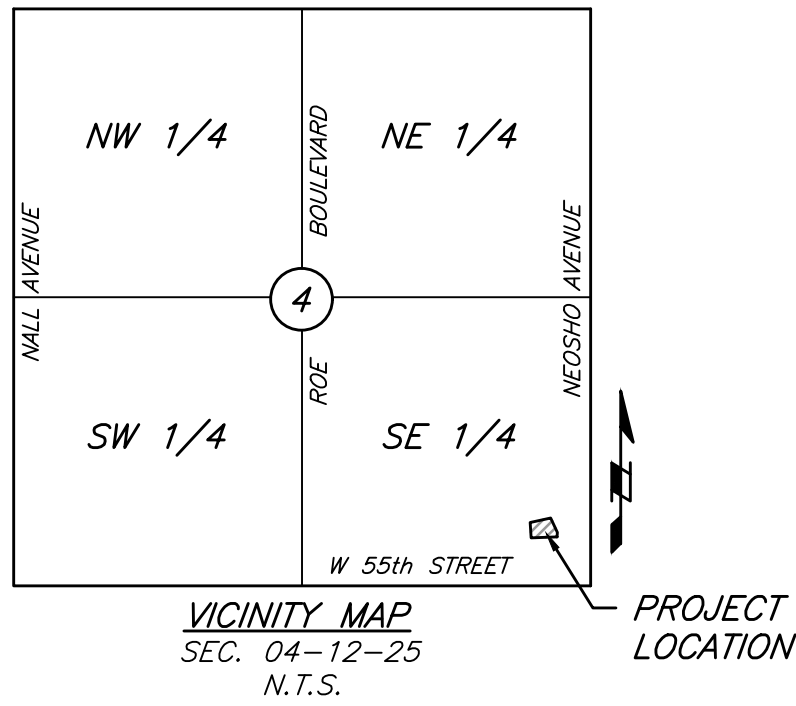
This review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract documents. Corrections and comments made on the shop drawings during this review or actions marked above do not relieve contractor from compliance with the requirements of the plans and specifications. Actions noted or marked for a specific item do not indicate the same action for an assembly of which the item is a component. Contractor is responsible for dimensions to be confirmed and correlated at the jobsite; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of his or her work with that of all other trades; and for performing all work in a safe and satisfactory manner.

Lamp Ryneason
Project No. 0323001.01

Date: 11/20/2023 By: JEA / MDM

CLOSURE CALCULATIONS:
Precision, 1 part in: 101.56
Error distance: 7.93'
Error direction: N 77°14'25" W
Perimeter: 805.39'

FINAL PLAT
MISSION PARK, 2ND PLAT
SE 1/4, SECTION 4, TOWNSHIP 12 SOUTH, RANGE 25 EAST,
CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS



CERTIFICATION:

I hereby certify that this drawing is based on an actual field survey made by me or under my direct supervision on the 30th day of October, 2023 and that the results are correctly shown and said survey meets or exceeds the current Kansas Minimum Standards for a Plat or Certificate of Survey, to the best of my knowledge and belief.

11-20-23
Date

John B. Young PLS-1298

LEGAL DESCRIPTION:

A tract of land being in the Southeast Quarter of Section 4, Township 12 South, Range 25 East, in the City of Roeland Park, Johnson County, Kansas being more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter; Thence North 02°34'37" West, along the West line of said quarter, 591.55 feet; Thence North 87°26'30" East, 1942.92 feet (Deed, 1945 feet), to the Southeast corner of a tract of land recorded in Book 201208 at Page 12818, also being the Point of Beginning; Thence North 02°45'29" West along the East line of said tract, 140.27 feet, to the South Right-of-Way line of West 54th Street, as now established; Thence along said South line on a curve to the left, having an initial tangent bearing North 77°22'35" East, a radius of 670.00 feet and a length of 7.93 feet; Thence North 76°51'53" East, along said South line, 209.42 feet, to the center of Buena Vista Street, as now established; Thence South 25°08'07" East, along said center line, 149.70 feet; Thence South 07°06'53" West, continuing along said center line, 42.49 feet (Deed, 42.05 feet) to the North line of Buena Vista Heights, a subdivision in said City; Thence South 87°26'30" West along said North line, 263.51 feet, to the Point of Beginning. Contains 40,419 square feet or 0.93 acres more or less.

PLAT DEDICATION:

THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT AND SAID PROPERTY SHALL HEREAFTER BE KNOWN AS:

"MISSION PARK, 2ND PLAT"

RIGHT-OF-WAY:

THE UNDERSIGNED PROPRIETOR OF THE PROPERTY SHOWN ON THIS PLAT DOES HEREBY DEDICATE FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES, ALL PARCELS AND PARTS OF LAND INDICATED ON THAT PLAT AS STREETS, TERRACES, PLACES, ROADS, DRIVES, LANES, AVENUES AND ALLEYS NOT HERETOFORE DEDICATED, WHERE PRIOR EASEMENT RIGHTS HAVE BEEN GRANTED TO ANY PERSON, UTILITY OR CORPORATION ON THOSE PARTS OF THE LAND SO DEDICATED, AND ANY PIPES, LINES, POLES AND WIRES, CONDUITS, DUCTS OR CABLES HERETOFORE INSTALLED THEREUPON AND THEREIN ARE REQUIRED TO BE RELOCATED, IN ACCORDANCE WITH PROPOSED IMPROVEMENTS AS NOW SET FORTH, THE UNDERSIGNED PROPRIETOR HEREBY ABSOLVES AND AGREES TO INDEMNIFY THE CITY OF ROELAND PARK, KANSAS FROM ANY EXPENSE INCIDENT TO THE RELOCATION OF ANY EXISTING UTILITY INSTALLATION WITHIN THE PRIOR EASEMENT.

SEWERS:

An easement or license to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "S/E" on this plat, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access said easement and is hereby dedicated to Johnson County Wastewater of Johnson County, Kansas or their assigns. Alteration of land contours will be permitted only with the express written approval of JCW. Any placing of improvements or planting of trees on said permanent right-of-way will be done at the risk of subsequent damage thereto without compensation thereof.

EASEMENTS:

An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E", is hereby granted to the City of Roeland Park, Kansas, and other governmental entities as may be authorized by state law to use the easement for these purposes.

IN WITNESS WHEREOF:

JUAN P. TRUJILLO AND STEFANI D. SCHRIMPF OWNER HAS CAUSED THESE PRESENT TO BE EXECUTED THIS _____ DAY OF _____, 2023.

Juan P. Trujillo Owner Stefani D. Schrimpf Owner

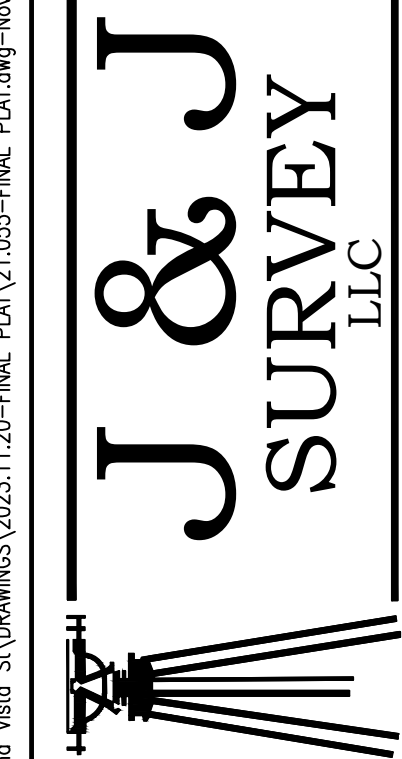
STATE OF KANSAS
COUNTY OF JOHNSON

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CAME JUAN P. TRUJILLO AND STEFANI D. SCHRIMPF TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY THAT THEY ARE THE OWNERS AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF THEM AND THAT SAID JUAN P. TRUJILLO AND STEFANI D. SCHRIMPF, ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

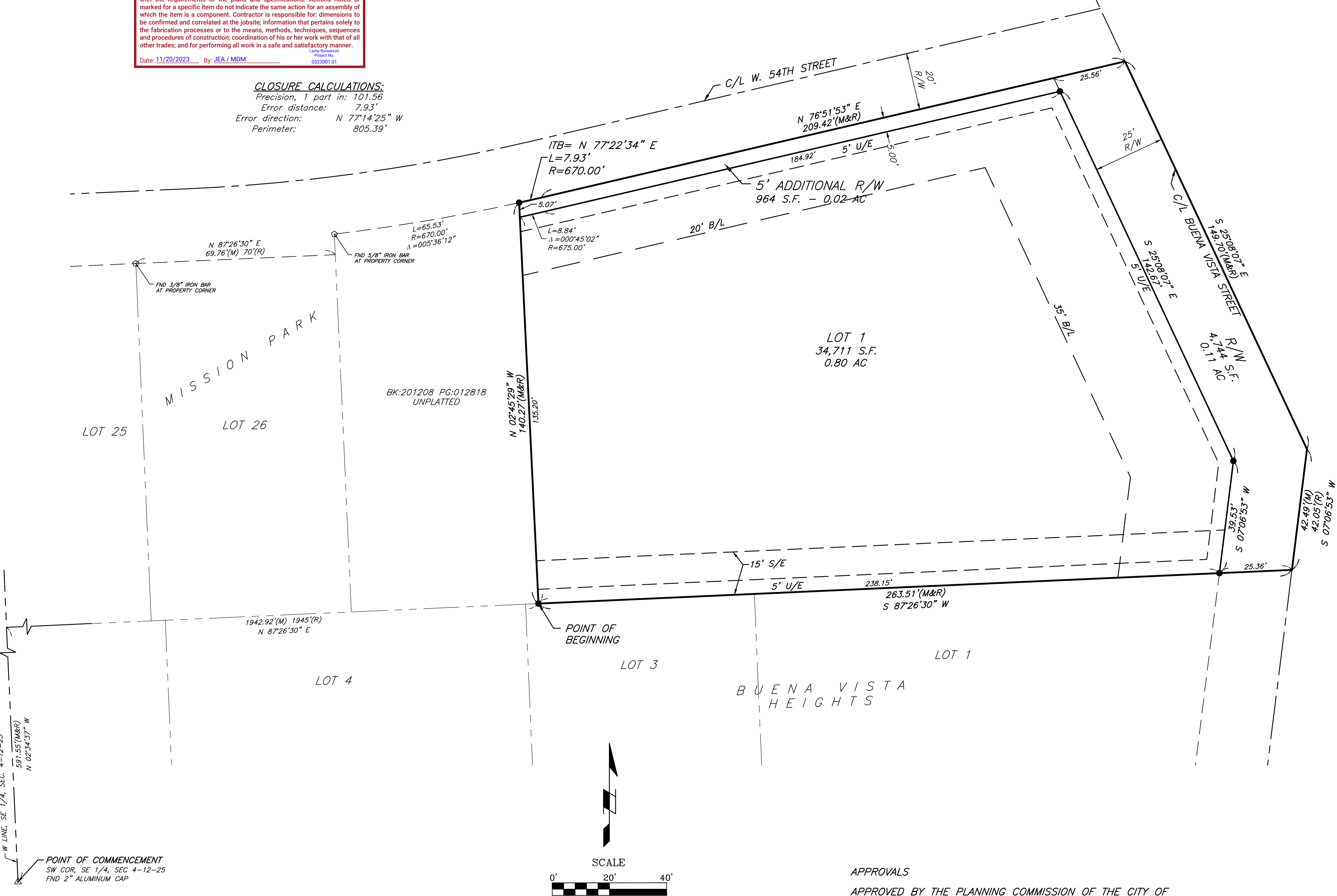
MY COMMISSION EXPIRES



Location: S:\21.055 - 5400 Buena Vista S\DRAWINGS\2023.11.20-FINAL PLAT\21.055-FINAL PLAT.dwg-Nov 20, 2023-9:10am

1	2	3	4	5	6	7	8	9	10
INITIAL SUBMITTAL	REVISED PER CITY COMMENTS	REVISED PER CITY COMMENTS							
11-8-23	11-16-23	11-20-23							

SHEET 1 OF 1



CLIENT:
Stefani Schrimpf
5346 Buena Vista St.
Roeland Park, KS 66205

PROPERTY ADDRESS:
5400 Buena Vista Street
Roeland Park, KS 66205

GENERAL SURVEY NOTES:

- Deed of Register is Registered in Instrument No. T20090015830, Book 200905, Page 001186, dated 05/04/2009 in the Recorder of Deeds Office, Johnson County, Kansas.
- Title Report # 2441622, dated May 10, 2021 at 10:09 AM provided by Fidelity National Title Insurance Company, was provided by client. This title report has been reviewed by surveyor and all encumbrances are shown on the final plat.
- Basis of bearings is established by the Kansas State Plane Coordinate System from GPS observation.
- The subject property is located in Zone X, areas determined to be outside the 0.2% annual chance floodplain, as shown on Flood Insurance Rate Map (FIRM) 20091C009C, effective August 3, 2009.
- The subject property contains 40,419 square feet or 0.93 acres more or less.

APPROVALS

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF
ROELAND PARK, JOHNSON COUNTY, KANSAS, THIS _____ DAY OF
_____, 2023.

Chairman - Darren Nielsen

Approved BY THE GOVERNING BODY OF THE CITY OF ROELAND
PARK, JOHNSON COUNTY, KANSAS.

THIS _____ DAY OF _____, 2023.

Mayor - Michael Poppa

City Clerk - Kelley Nielsen

- LEGEND
- △ - SECTION CORNER AS NOTED
 - - MONUMENT FOUND AS NOTED
 - - SET MONUMENT AS NOTED
 - - FOUND 1/2" IRON BAR AT CORNER UNLESS OTHERWISE NOTED
 - - SET 1/2" IRON BAR AT CORNER W/ J & J CAP
 - (M) - MEASURED DISTANCE
 - (R) - RECORD DISTANCE
 - C/L - CENTERLINE
 - R/W - RIGHT-OF-WAY
 - S/E - SANITARY SEWER EASEMENT
 - U/E - UTILITY EASEMENT
 - B/L - BUILDING SETBACK LINE

Item Number: New Business- VIII.-C.
Committee 12/4/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 11/30/2023
Submitted By: Mayor Poppa
Committee/Department: Admin.
Title: **Appoint Joe Kmetz to the Planning Commission and Reappoint Haile Sims to the Diversity, Equity, and Inclusion Committee (5 min)**
Item Type: Other

Recommendation:

To appoint Joe Kmetz to the Planning Commission and reappoint Haile Sims to the Diversity, Equity, and Inclusion Committee.

Details:

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:

Line Item Code/Description:

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	11/30/2023 - 1:51 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description		Type
▣	Joe Kmetz	Cover Memo
▣	Haile Sims	Cover Memo

Online Form Submittal: Committee Volunteer Form

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

Tue 4/11/2023 9:33 AM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>

Committee Volunteer Form

Date	4/11/2023
First Name	Joe
Last Name	Kmetz
Address	9801 Renner Blvd
City	Lenexa
State	KS
Zip	66219
Email	
Phone	
Place of Employment	GBA (Lenexa)
How long have you been a resident of Roeland Park?	Since 2018
How much time do you have to devote per month?	1-5 hours
Board & Committee Interest	I would love to be involved in Roeland Park's building community and would love to lend my expertise to build safe structures. I currently work at GBA as a Building Code Services Lead, with my primary role being assisting jurisdictions with interpretation and application of the building, zoning, and municipal code for their community. My wife, 6 month-old daughter and I love Roeland Park, with one of our favorite activities being taking walks through the beautiful neighborhoods. Looking forward to any Ward 4 openings on the BZA!
Select a Board or Committee	Board of Zoning Appeals
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	Field not completed.

Online Form Submittal: Committee Volunteer Form

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

Tue 10/26/2021 12:19 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Erin Winn <EWinn@roelandpark.org>

Committee Volunteer Form

Date	10/26/2021
First Name	Haile
Last Name	Sims
Address	3520 W 48th St.
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	FedEx Ground
How long have you been a resident of Roeland Park?	5 years
How much time do you have to devote per month?	4 hours
Board & Committee Interest	I am a member of the Racial Equity Committee. I am also interested in joining the planning commission to learn more about the city's development.
Select a Board or Committee	Planning Commission
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	<i>Field not completed.</i>
Resume	

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

Item Number: New Business- VIII.-D.
Committee Meeting Date: 12/4/2023

City of Roeland Park
Action Item Summary

Date: 11/30/2023
Submitted By: Keith Moody
Committee/Department: Admin
Title: Reappointment of City Attorney, City Engineer, Judge and Prosecutor (5 min)
Item Type: Other

Recommendation:

Reappoint Steve Mauer and Mauer Law Firm as City Attorney; Dan Miller and Larkin as City Engineer; Karen Torline as Municipal Judge and Fran through 12/31/2024.

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 fulfilling with this action. appointments is listed under additional information.

As an FYI the 2024 hourly rate schedule for the City Engineer and City Attorney are attached. The City Engineer has a rate schedule (reflecting rates for the variety of staff that prov Attorney's hourly rate reflects a \$5/hr. increase (2.4% to \$215/hr.) for 2024.

The Judge (\$1,517/month) and Prosecutor (\$1,250/month) are paid a monthly fee. Those fees reflect a 5% increase for 2024, which is anticipated in the adopted 2024 budget (acct 5

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

- What are the implications to intersectionality?**
- Does this item benefit all racial groups?
 - Does this item benefit Community for All Ages?
 - Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
 - What (if any) social determinants of health are impacted by this item?
 - What (if any) are the unintended economic and environmental impacts of this item?
 - How has the impacted community been involved?
 - How will the program be communicated to all stakeholders?

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: Increases in the service fees have been anticipated in the 2024 Budget
Line Item Code/Description: Amounts are reflected in a variety of contractual/professional services accounts.	

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)

<mcc-codes-content-chunk></mcc-codes-content-chunk>

Sec. 1-302. - Removal.

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

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

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

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

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

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

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

(Ord. No. 175 S 1 A)

(Ord. No. 425, § 1, B)

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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 statement which to request a public or private hearing before the City Council regarding the allegations contained therein.

(Ord. No. 425, § 1, B, C)

<mcc-codes-content-chunk></mcc-codes-content-chunk>

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 public 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 request 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 notice.

(Ord. No. 425, § 1, D)

<mcc-codes-content-chunk></mcc-codes-content-chunk>

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 voting.

(Ord. No. 425, § 1, E)

<mcc-codes-content-chunk></mcc-codes-content-chunk>

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 without pay.

(Ord. No. 425, § 1, F)

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Moody, Keith	Approved	11/28/2023

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
2024 City Attorney Service Agreement and Rate with Mauer Law	Cover Memo
Mauer Law RFQ Response	Cover Memo
2024 City Engineer Service Agreement and Rates with Lamp Rynearson	Cover Memo
Lamp Rynearson RFQ Response	Cover Memo
Municipal Judge Service Agreement with Tardif	Cover Memo

- Municipal Judge Service Agreement with Torline
- Karen Torline RFQ Response
- Prosecuting Attorney Service Agreement with Gilman
- Frank Gilman RFQ Response

Cover Memo
Exhibit
Cover Memo
Exhibit

November 28, 2023

VIA ELECTRONIC MAIL:

kmoody@roelandpark.org

CONFIDENTIAL

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

Re: Engagement of Mauer Law Firm PC

Dear Mr. Moody:

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

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

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

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

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

Very truly yours,



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: _____

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 \$215 per hour for all timekeepers. Our hourly billing rates may be adjusted periodically. The timekeepers you may expect to work on your matters include the following: Steven E. Mauer, Alex C. Felzien, Jamie L. Walker, Elizabeth Crotty, Holly LeBeau, and Alisha Wetzel.

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

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

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

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

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

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

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

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

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

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 Mauer Law Firm will continue to be free to represent you in a future dispute concerning such agreement.

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

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

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. Mauer Law Firm has

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

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

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

Messengers: Clients are charged the actual costs of outside messenger service. In some instances, Mauer Law Firm 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 – Mauer Law Firm charges \$.20 per page for regular copies, \$.75 per page for color copies. Copying by outside vendors when required by size or time constraints of the specific project is charged at actual cost.

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

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

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



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

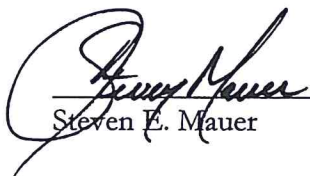
Proof of workers' compensation, comprehensive general liability, and professional liability insurance is provided in Appendix B.

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 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins Co LTD INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ZERGER & MAUER LLP 1100 MAIN ST STE 2100 KANSAS CITY MO 64105	NAIC#

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 ☒ 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 ☐ PRO-JECT ☒ 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 HOLDERNG 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

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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 ____ day of December 2023, by and between the City of Roeland Park, Kansas, its successors and assigns, hereinafter called the CITY, and Lamp Rynearson, Inc., a Corporation of Nebraska, 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, land surveying, 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 warrants 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 of this warranty, 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, defend 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 and defend 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 and defend 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. 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.

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 Anthony 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, statutes, 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 one (1) year, and may be extended on an annual basis with mutual consent of both parties. Approximately 30 days prior to the end of each one (1) year period, a meeting will be held between CONSULTANT 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 CONSULTANT'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, INC.

CITY OF ROELAND PARK, KANSAS

By Anthony P. O'Malley
Anthony P. O'Malley

By _____
Keith Moody

Title: Office Leader
Address:
9001 State Line Road, #200
Kansas City, MO 64114
Facsimile: (816) 361-0045

Title: City Administrator
Address:
4600 W. 51st Street
Roeland Park, Kansas 66205
Facsimile: (913) 722-3713

ATTEST:

Kelley Nielsen, City Clerk

Approved as to form:

Steve Mauer, City Attorney

Exhibit A Lamp Rynearson, Inc.	
Kansas City Office	
HOURLY RATE SCHEDULE – ROELAND PARK	
January 1, 2024 – December 31, 2024	
Position / Title	\$ - Hourly Rate
Office Leader	300.00
Sr. Group Leader II	269.00
Group Leader II	217.00
Practice Lead III – Wastewater	269.00
Practice Lead II - Water	217.00
Practice Lead I - Survey	186.00
Sr. Project Manager V	230.00
Sr. Project Manager II	189.00
Project Manager IV	188.00
Project Manager II	163.00
Project Architect I	140.00
Sr. Land Planner II	166.00
Land Planner I	107.00
Sr. Landscape Architect I	142.00
Sr. Project Engineer I	148.00
Project Engineer IV	147.00
Project Engineer III	135.00
Project Engineer II	130.00
Project Engineer I	116.00
Engineering Intern I	72.00
CAD Manager	170.00
Sr. G.I.S. Specialist I	111.00
3D Technician II	114.00
Sr. Project Designer I	139.00
Sr. Project Designer III	148.00
Project Designer III	117.00
Construction Observer V	115.00
Geomatics Group Leader III	193.00
Land Surveyor II	159.00
Sr. Survey Project Manager I	162.00
Sr. Survey Technician II	114.00
Party Chief I	111.00
Survey Field Tech III	101.00
Sr. Marketing Coordinator I	108.00
Marketing Coordinator I	89.00
Project Administrator	112.00
Sr. Administrative Assistant II	95.00
Administrative Assistant I	72.00
Item	\$ - Charge Rate
Reproduction	Vendor cost, plus 15%
Mileage	\$0.655/mi
Administration of Subconsultants	Actual cost, plus 10%
Merge Midwest Engineering LLC	
Senior Engineer 1	215.00
Senior Engineer 2	175.00
Senior Design Technician 1	140.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2023

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

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

PRODUCER FNIC P.O. Box 45279 Omaha NE 68145	CONTACT NAME: Deanne Beltz-Sund PHONE (A/C, No, Ext): 402-861-7191 FAX (A/C, No): E-MAIL ADDRESS: Deanne.Beltz@fnicgroup.com
INSURED Lamp Rynearson, Inc. 14710 W. Dodge Rd., Ste. 100 Omaha NE 68154	INSURER(S) AFFORDING COVERAGE INSURER A : XL Specialty Insurance Co INSURER B : Travelers Property Casualty of America INSURER C : The Phoenix Insurance Co INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1236086569

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			6602L971185	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8102L974010	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP3L015816	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB8M969092	9/30/2023	9/30/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Architects/Engineers Professional Liability/Pollution Claims Made Basis			DPR5018664	9/30/2023	9/30/2024	Each Claim \$5,000,000 Aggregate \$5,000,000

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

Project: 4800 Birch Storm Sewer Improvements
City of Roeland Park, KS is additional insured for general liability and auto liability if required by written contract executed prior to loss.
Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract.
The general liability and auto liability policies have been endorsed to provide 30 days notice of cancellation, except for cancellation for nonpayment of premium, in which case 10 days notice of cancellation will be provided.

CERTIFICATE HOLDER**CANCELLATION**

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

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

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*"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

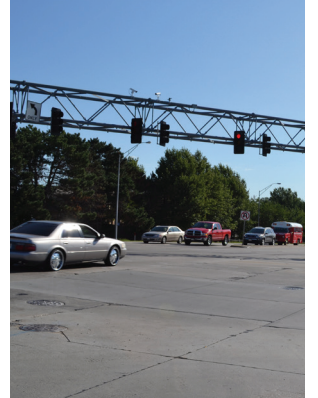
| Oct. 21, 2016

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- 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 *Jose* Mr. Leon:

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

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

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

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

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

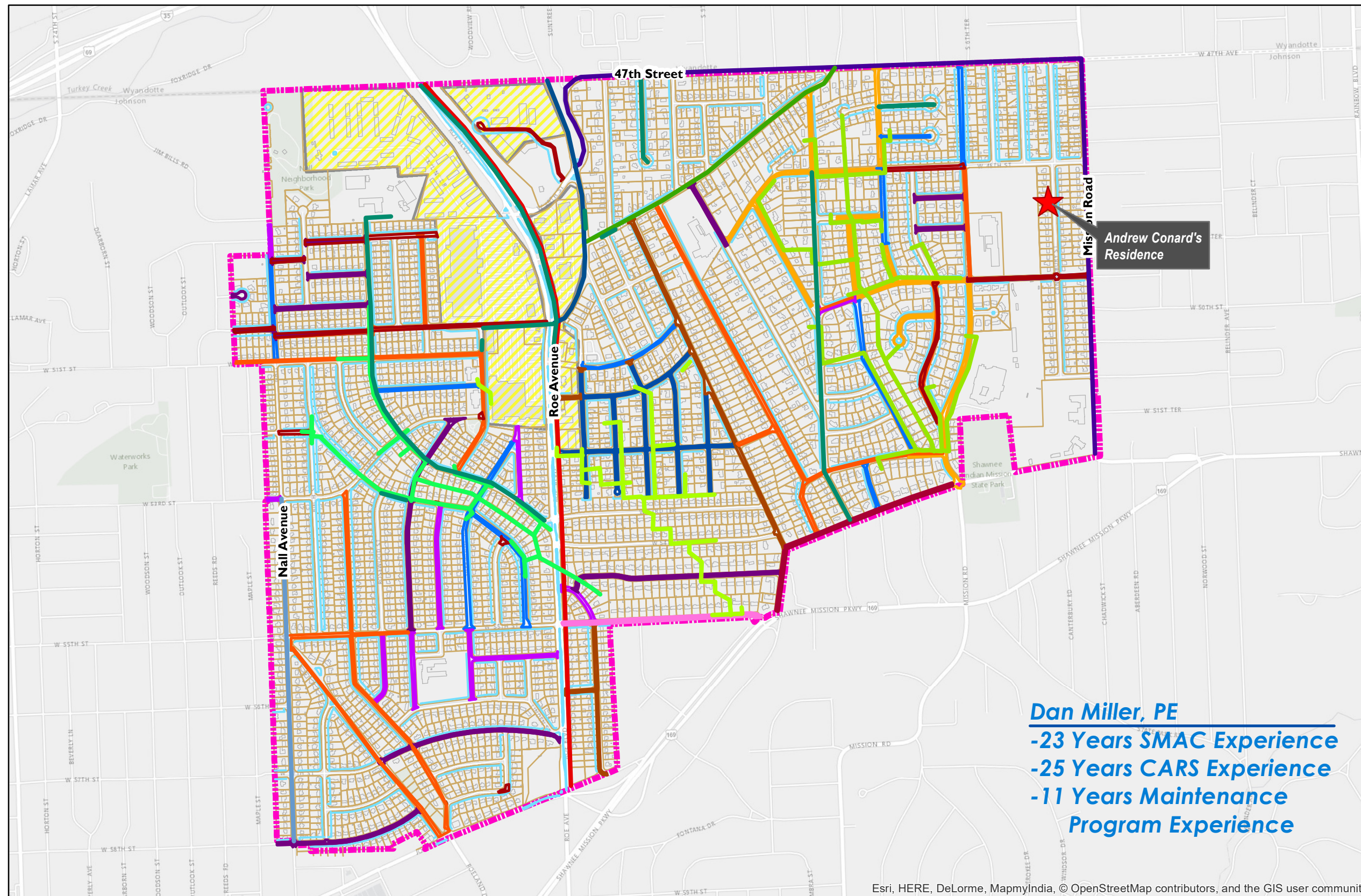
We look forward to fulfilling your future engineering needs. Should you have any questions or need further information, please contact me at (816) 361-0440 or dan.miller@LRA-inc.com.

Sincerely,
LARKIN LAMP RYNEARSON

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
 Andrew Conard, PE Role: Project Engineer Larkin Lamp Rynearson	• Kansas Professional Engineer • Roeland Park resident • Experienced in stormwater, wastewater distribution, GIS	• Washington & Spring Streets, Weston, MO • Wilson Street Culvert, Independence, MO • Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO • On-Call City Engineering, Lake Lotawana, MO • On-Call City Engineering, Kearney, MO • CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO
 Matt Kruse, PE, PTOE Role: Transportation & Traffic Engineer Larkin Lamp Rynearson	• Over 14 years of traffic and design engineering experience • Working knowledge of latest design guides (MUTCD, HCM, AASHTO) • Knowledgeable of issues in private redevelopment growth, increased maintenance and replacement of traffic infrastructure, and capital projects in the City.	• Leavenworth Street Road Diet/Bike Lane, Omaha, NE • Midtown Crossing Redevelopment - Farnam Street Conversion, Omaha, NE • Aksarben Village Redevelopment Traffic Impact Study Updates, Omaha, NE • Ithink Building – 72nd Street & West Center Road Roadway & Signal Improvements, Omaha, NE • 96th Street Roadway Improvements – 96th Street & Highway 370 Signal Improvements, Sarpy County, NE

2. Team Experience & Availability

KEY TEAM MEMBER	QUALIFICATIONS	EXPERIENCE
 Autumn Schleicher, EIT Role: Project Engineer Larkin Lamp Rynearson	- Assisted the City on GIS sidewalk mapping and planning - Competent in GIS, stormwater design and evaluation	- On-Call City Engineering Services for Lake Lotawana, MO - Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO - Washington & Spring Street Improvements, Weston, MO - West 8th Street Sidewalk Improvements, Edgerton, KS - McDowell Avenue Culvert Replacement, Odessa, MO
 Mark Steele, GISP Role: GIS Larkin Lamp Rynearson	13 years of professional GIS experience - Certified GIS professional 8 years data management experience - Proficient in all levels of ESRI GIS products - Technical resource for project engineers Autumn & Andrew	- Utilities GIS Database Development, Nebraska & Missouri - Johnson Dr. Street, Storm & Utility Improvements, Odessa, MO - CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO - Street Infrastructure Assessment, Lake Lotawana, MO
 Jamie McMurry Role: Sr. Engineering Technician Larkin Lamp Rynearson	- Possesses many years with Roeland Park projects, including 48th and Birch Storm Sewer Replacement - Proficient in AutoCad, Civil 3D, Eagle Point, & Land Desktop Design software - Over 14 years' involvement in utility coordination and in field work associated with survey, storm drainage studies and stormwater master plans	- Street & Storm Drainage Improvements, RC 12-014 & RC 12-013 - Storm Drainage Improvements Lake Lotawana Rd, Lake Lotawana, MO - Storm Drainage Improvements, Santa Fe Trail and Long Street, Lenexa, KS - Street and Storm Drainage Improvements, 70th and Stateline, Mission Hills, KS - Washington & Spring Street Improvements, Weston, MO
 Kenny Jones Role: Construction Observation Larkin Lamp Rynearson	- Experienced with Roeland Park projects - Nearly 30 years of construction administration and observation - Frequent communication, and on-site troubleshooting expertise in all areas of construction - Quality control expertise	- CARS Program, Roeland Park, KS - Street Maintenance Program, Roeland Park, KS - Street & Storm Drainage Improvements, RC 12-014 & RC 12-013 - Stanley Storm Drainage Improvements – 151st Terrace & Metcalf Avenue, Overland Park, KS - Construction Observation, Lake Lotawana, MO - Pavement Assessment, Westwood Hills, KS
 Tony O'Malley, PE, ENV SP Role: Project Principal Larkin Lamp Rynearson	32 years of experience in: - Design - Drinking water - Technical advice - Quality assurance - Quality control - Project management	- On-Call City Engineering Services for Lake Lotawana, MO - Pavement assessment for City of Westwood Hills, Kansas - West 8th Street Sidewalk Improvements, Edgerton, KS - CIP 1, 2 & 3 Water & Route C Sidewalk, Peculiar, MO

2. Team Experience & Availability

SUBCONSULTANT	QUALIFICATIONS	EXPERIENCE
 Michael Osbourn Role: Geotechnical Engineering KAW Valley Engineering	• 30 years of experience in civil and geotechnical engineering • Project types include residential sub-divisions, multi-family housing additions, commercial development, and institutional facilities.	• US-69 and 159th Street Interchange, Overland Park, KS • College Boulevard Widening (Pflumm Road to US-69), Overland Park, KS • On-Call Materials Testing and Geotechnical Services Contract, Olathe, KS • On-Call Construction Inspection, Materials Testing and Geotechnical Services Contract, Overland Park, KS
 Jason Loader Role: Surveying KAW Valley Engineering	• 15 years of land surveying: cadastral surveys, property surveys, topographic surveys, ALTA/ACSM land title survey, and construction layout surveying • Proficient in GPS, robotic total stations, and office software	• US-77 Widening and Golden Belt Boulevard Relocation, Junction City, KS • US Highway 77 Corridor Improvements, Geary County, KS • Trooper Drive and Rifle Range Road Roundabout, Fort Riley, KS • 6th and Jackson Intersection Improvements, Junction City, KS
 Dr. Jeffrey Frantzen Role: Materials Testing KAW Valley Engineering	• 30 years' experience in geotechnical & materials engineering • Experienced in pavement design, concrete, asphalt, and aggregate materials engineering • Co-authored portions of KDOT's Geotechnical Manual	• On-Call Construction Materials Testing and Geotechnical Services Contract, Olathe, KS • Marshall Mix Design Specification Development, Olathe, KS • On-Call Construction Inspection, Materials Testing and Geotechnical Services Contract, Overland Park, KS

Capacity & Availability

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

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.

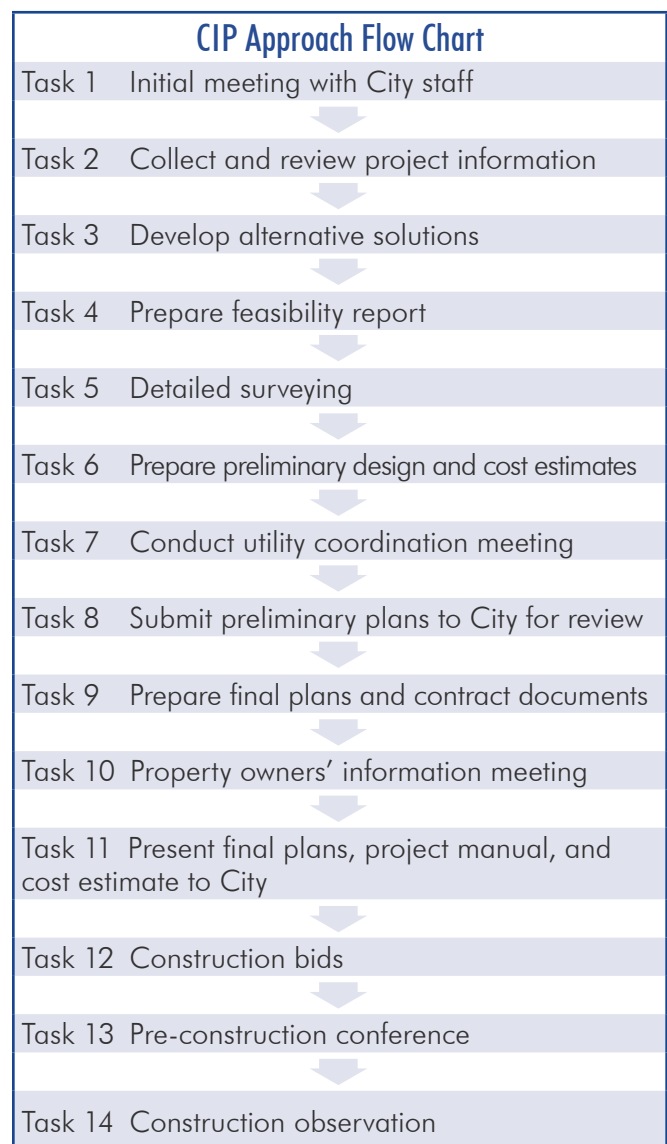
After plans are submitted to the City, they will be forwarded to Larkin Lamp Rynearson. We will identify appropriate team member(s) to provide detailed review of the plans. Review comments will be forwarded to Dan, who will prepare a single review comment letter to be sent to the City. The developer 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
50th Terrace & Nieman Road Storm Drainage Improvements Shawnee, KS 	Larkin Lamp Rynearson was hired by the City of Shawnee in 2007 to perform a Preliminary Engineering Study (PES) to evaluate alternatives for storm drainage improvements within the existing neighborhoods near the intersection of 50th Terrace and Nieman Road. The recommend alternative included the replacement of approximately 2000 L.F. of CMP, undersized RCP and open channel with RCP. The PES was approved for funding in 2010 and Larkin Lamp Rynearson was hired by the City to being design in spring of 2010. The final design included construction of RCP through two existing neighborhoods, mostly through backyards and side yards. Contact: Doug Wesselschmidt, City Engineer, City of Shawnee, Kansas 11110 Johnson Drive, Shawnee, KS 66203, 913.631.2500

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

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

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

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

64th Street Improvements Mission Hills, KS



In 2015, the 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

PROFESSIONAL SERVICES AGREEMENT MUNICIPAL JUDGE CONTRACT

This MUNICIPAL JUDGE CONTRACT ("Contract"), made and entered into effective as of November 2 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.

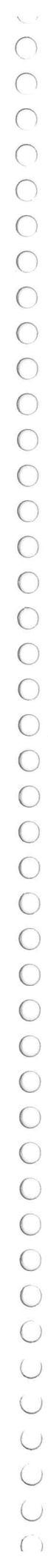
3. All Municipal Court dockets shall be conducted in the courtroom of the Roeland Park City Hall, 4600 West 51st Street, Roeland Park, Kansas 66205; provided, that if the courtroom is unavailable by reason of damage, destruction or public emergency, the City may designate another suitable location. Virtual 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.

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



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Kansas Continuing Legal Education Commission Unaudited CLE Transcript

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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

Posting Codes

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

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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**

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

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

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

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

Requirements Met or Waived: Y

Total Hours Required: 0

Hours Required By: 6/30/2011

Posting Codes

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

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Thursday, July 11, 2013

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

Compliance Group 1

2012 Compliance Period Ending :
Saturday, June 30, 2012

COMPLIANCE PERIOD ENDING: June 30, 2012

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 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

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: 6/30/2012

Posting Codes

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

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Thursday, July 11, 2013

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

Compliance Group 1

2013 Compliance Period Ending :
Sunday, June 30, 2013

COMPLIANCE PERIOD ENDING: June 30, 2013**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 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

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: 6/30/2013

Posting Codes

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



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.

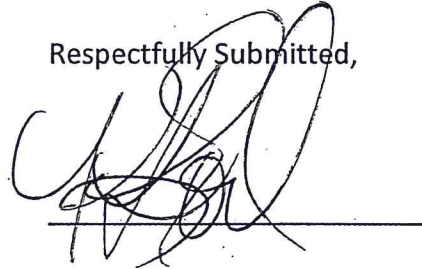
In addition, the simple task of including a self-defense instruction with the proposed jury instructions at the pre-trial conference does not mean that a request for that instruction was made. "No party may assign as error the giving or failure to give a jury instruction, including an instruction on 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

Maughan & Maughan LC
8700 Monrovia, Suite 310
Lenexa KS 66215



Karen L. Torline #15615

PROFESSIONAL SERVICES AGREEMENT CITY PROSECUTOR CONTRACT

This CITY PROSECUTOR CONTRACT ("Contract"), made and entered into effective as of December 2, 2020 by and between Frank Gilman (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 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 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 breaches 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:

By: _____

Frank German

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 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.

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.

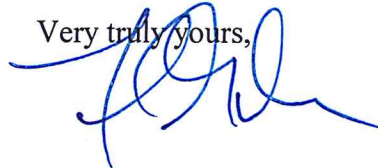
In an attempt to expedite the process and duration of each court docket, I make myself available throughout each day to communicate with attorneys and other witnesses in order to resolve and reduce the caseload. I began accepting attorney initiated plea bargaining for minor traffic offenses through the 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

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Leawood, KS 66206
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Overland Park, KS 66212
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frankg@gilmanlawoffice.com

www.gilmanlawoffice.com

PROFESSIONAL EXPERIENCE

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

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

- Roeland Park City Prosecutor 2001 to present

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

- Pro Tem Services 1996 to present

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

- City Council Representative 1992 to 1996

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

ACADEMIC

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

Item Number: New Business- VIII.-E.
Committee 12/4/2023
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 11/30/2023
Submitted By: Keith Moody
Committee/Department: Administrative Committee
Title: **Approve Remote Work Policy Addition to Employee Handbook (10 min)**
Item Type: Other

Recommendation:

To approve adding remote work policy into the employee handbook.

The Administrative Committee has worked with McGrath on the development of a Remote Work Policy, Remote Work Assessment Tool and a Remote Working Agreement (between the City and the Employee). These documents represent a complete system for administering a remote work program.

Staff recommends Council adoption of the amended Employee Handbook incorporating the new Remote Work Policy and Remote Work Agreement.

Details:

Per the scope of services executed with McGrath an analysis of how remote work may be employed by Roeland Park was completed and discussed with the Administrative Committee (Dickens, Raglow, Poppa, Morris, Nielsen, Jones-Lacy, Scharff, Moody). Based upon this initial assessment it was determined that remote work could be implemented by Roeland Park with limitations. The committee provided direction to McGrath to develop a remote work policy, a position assessment tool as well as an agreement to be executed between the employee and the City which clearly spells out the conditions of remote work for each individual. These documents have been reviewed by the City Attorney as well as the city's insurance provider.

McGrath provided an overview on the process and draft documents at the 11/20/23 Council Workshop. This is all new work product and policy. It is expected that some tweaks will be necessary in the future as we gain experience with this new practice.

The Remote Work Policy and Agreement have been incorporated into a new section (F) of the Employee Handbook as recommended by the City Attorney. The Assessment Tool is not being incorporated into the Handbook as it is a tool vs policy, in addition as an excel spreadsheet it is not well suited to being published in the Handbook.

McGrath completed an assessment for all positions with the assistance of department heads (a summary of the results is attached). 4 positions have been identified as Remote Eligible and 4 positions have been identified as Potentially Remote Eligible. Department Directors will complete the "Employee Assessment" step for personnel in the 8 positions identified as being remote work possibilities. We will review the results with the Administrative Committee for guidance as we consider remote work requests from the eligible staff.

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

Amount of Request: Staff does not anticipate a direct expense associated with implementing a remote work policy	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description:	

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Nielsen, Kelley	Approved	11/29/2023 - 1:34 PM

Goals/Objectives & Terms

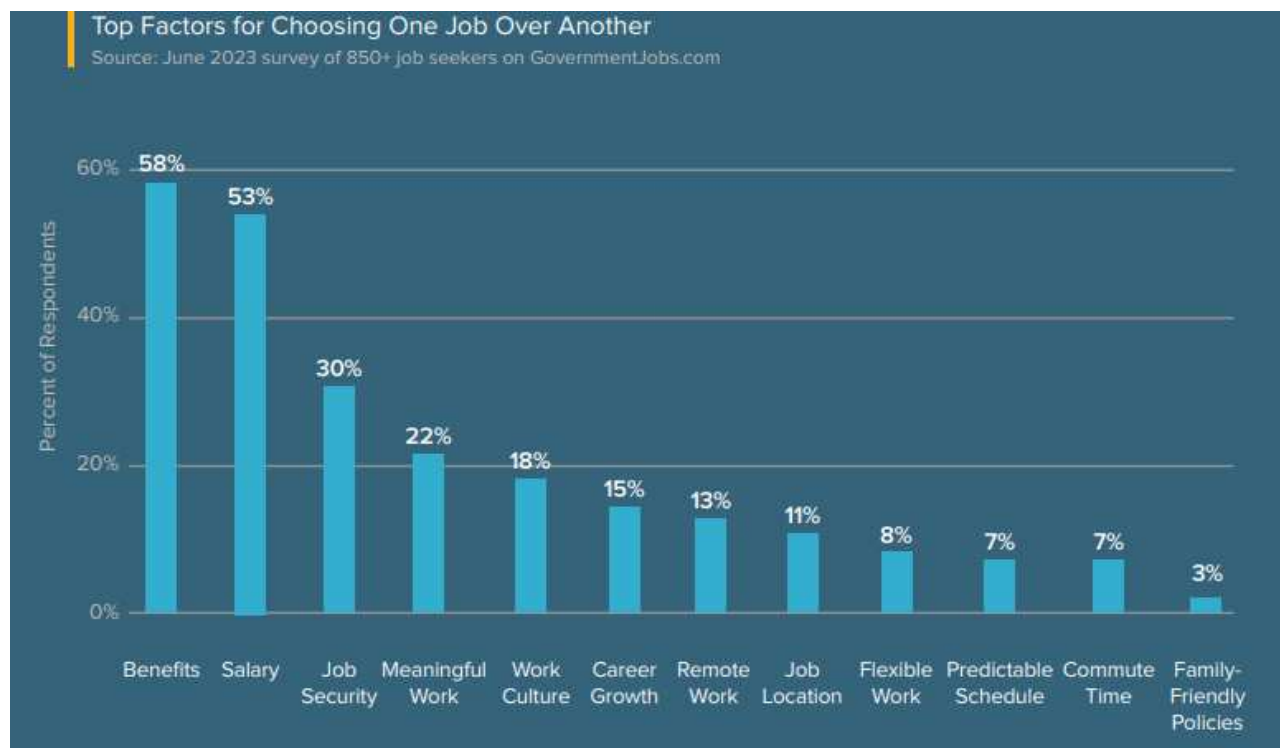
ATTACHMENTS:

Description	Type
▣ Remote Work Project Presentation by McGrath	Cover Memo
▣ Remote Work Policy	Cover Memo
▣ Remote Work Agreement	Cover Memo
▣ Remote Work Assessment Tool	Cover Memo
▣ Remote Work Suitability Assessment for All Positions	Cover Memo
▣ Employee Handbook with Remote Work Policy	Cover Memo

City of Roeland Park, Kansas

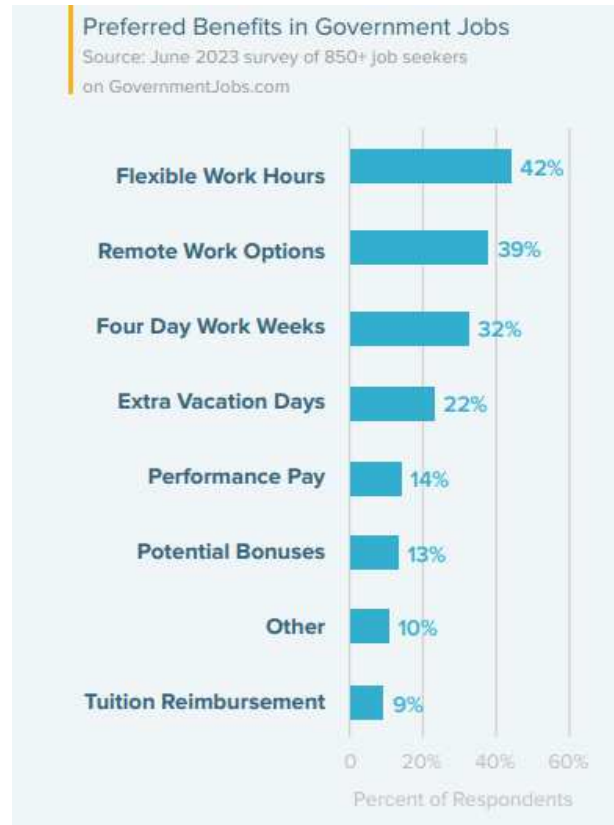
Remote Work

Today's Workforce



Source: Neogov 2023 Quiet Crisis

What is Important to Employees



Source: Neogov 2023 Quiet Crisis

Scope of Remote Work Project

1. Develop Remote Work Policy
 - Define parameters the City would consider with Remote Work
 - Eligibility Requirements
 - City Expectations
2. Develop Assessment Tool to Establish Eligibility for Remote Work
 - Measure suitability factors - position, team/operations, employee
3. Analyze Positions with Assessment Tool
 - Provide assessment for City for finalization

Methodology

1. Department Directors provided high level considerations/topics for consideration during the Compensation Study.
2. Research of best practices and existing policies utilizing HR resources SHRM, NEOgov, WPELRA, etc.
3. Drafted Policy documents and Assessment Tool.
4. Met with Committee twice to solicit feedback and comments.
5. Analyzed each position for suitability with the Assessment Tool.
6. Met with Department Directors to discuss analysis of department positions to ask questions and receive clarification on operational impacts, etc. (November 16, 2023.)
7. Final Assessment expected to be turned over to City Administrator by December 1, 2023.

Remote Work Policy Highlights

- Full time employee eligibility (probationary or employees on a performance plan excluded)
- Up to 2 workdays per week
- Standards/Expectations:
 - Maintain level of service
 - Cannot impact the workload of others
 - Must have access to work files/tools
 - Productivity/performance cannot suffer
 - Supervision/communication plan must be in place
 - IT resources exist
 - Must maintain City business hours
 - Ability to report to work location within 30 minutes

Remote Work Policy Highlights

- Adherence to all City policies
- Physical Location Expectations
 - Maintain confidentiality
 - Safe, ergonomic, secure location
 - Without distraction
 - Internet/phone considerations
- Employee performance is considered for suitability
- Discontinuation by either party at any time
- Detailed Acknowledgement Form

Remote Work Assessment Tool

- Exclusions
 - Relevant work to be performed in a remote setting
 - Access issues to equipment, materials, files
 - Level of in-person contact as an essential function of the job
 - Physical presence as an essential function of the job
 - Technology limitations
- Point Factor process provides City Administrator objective point ranges to guide in decision making
 - Position Suitability
 - Team/Operation Suitability
 - Employee Suitability (City will complete)

Questions/Comments/Discussion

CITY OF ROELAND PARK, KS

REMOTE WORK POLICY

OVERVIEW

Remote Work is a long-term work flexibility arrangement, under which an employee performs the duties and responsibilities of their position, from an approved worksite other than the location from which the employee would otherwise work. The City of Roeland Park considers Remote Work a work option that may provide mutual benefit when both the employee and the job are suited to such an arrangement with City Administrator concurrence and preapproval. Remote Work may be appropriate for some employees and jobs and not for others. Remote Work is appropriate when an employee's work can be accounted for, and a clear record of time worked established. Remote Work in no way changes the terms and conditions of employment with the City of Roeland Park, nor does it change the job responsibilities, salary, or benefits. Employee agrees to comply with all existing job requirements and responsibilities.

Employees may be allowed to Remote Work subject to eligibility criteria and the approval of the City Administrator and the Department Director.

SCOPE

This policy applies to all full-time employees who are not in a probationary period or under a Performance Improvement Plan.

DESIGNATIONS

On-site – Position is required to be fully on-site.

Remote - A regular work schedule that is a hybrid mix of on-site and remote work. A hybrid work schedule is based on a regularly recurring schedule or based on specific times of the year. The schedule can be based on specific types of job tasks and schedules. Remote Work will be considered for up to two (2) workdays per week.

ELIGIBILITY REQUIREMENTS

Positions will be analyzed for suitability for Remote Work utilizing the City's Remote Work Assessment Tool.

1. Position Suitability

Positions suitable for Remote Work will be determined based on the essential functions of the position being feasibly performed away from the central workplace where work is typically performed. Positions

will be evaluated by the City and designated as on-site or remote. These designations will be reviewed by the City on an as-needed basis.

Characteristics considered to approve Remote Work include:

- The department must be open and accessible to the public for full services during official office hours.
- The department can maintain the same standard of services for constituents, employees, and members of the general public.
- Remote Work fits within the operational needs of the department.
- Assigned duties can be fulfilled within a Remote Work structure without additional workload being imposed on other staff.
- Access to remote access files exists.
- Remote Work provides for equal or increased productivity.
- Direct supervision can be provided at a level equal to or greater than on-site, including coaching, mentoring, and oversight over the employee who has a Remote Work arrangement.
- Information technology (hardware and software) resources and internet access is available to support Remote Work.

Characteristics considered to deny Remote Work include:

- The job requires the employee's physical presence, or access to physical files, space, equipment, meetings, technology that cannot be accessed in a Remote Work arrangement.
- Remote Work would detrimentally impair the Department's efficiency and/or performance.
- Job duties require routine in-person supervision, direction, or input from others who are on-site, for example during a period of training.
- Job duties require the employee to provide routine in-person supervision, directions, or input to other employees who are on-site.
- Establishing a Remote Work arrangement will require additional cost to the City, such as duplicated office or technology equipment.

2. Employee Suitability

Some employees may be better prepared than others to navigate the unique requirements of Remote Work. When evaluating a new Remote Work request or a request to extend an existing Remote Work agreement, the City will consider readiness to report on-site, employee performance, and the off-site space.

- A. Any employee authorized to work remotely must be available to report to their designated City work location within 30-minutes of said request during their regular work schedule hours.
- B. The employee must have a record of satisfactory performance in the workplace and has demonstrated the ability to:
 - Prioritize work to meet deadlines.
 - Display self-discipline and accomplish job duties with minimal supervision/direction.

- Understand their role and expectations.
- Be organized, highly disciplined and self-motivated.
- Communicate and coordinate effectively with constituents, Supervisor, and team members over phone, email, and virtual communications.
- Manage time effectively.
- Meet work performance and/or productivity levels whether on-site or through a Remote Work arrangement.

C. The employee must have space that supports and is conducive to successful Remote Work arrangements including:

- A safe, comfortable, and ergonomic workspace where it is easy to concentrate on work.
- The level of security required for confidential work.
- The necessary office equipment and software that meet City standards.
- A telephone that will accommodate forwarded calls from the office phone.
- Household members who will understand you are working and will not disturb you.

A walk through of the proposed work location can be required by the City.

Remote Work arranged by mutual agreement between the City and an employee shall be evaluated for continuation at least annually. The City has the discretion to evaluate more often, as necessary.

Remote Work arranged by mutual agreement between the City and an employee may be discontinued by either party at any time. If remote work is a requirement at the time of hire as a condition of employment, the City has the discretion to discontinue the arrangement at any time with reasonable notice.

EXPECATION OF PROFESSIONALISM

An employee who is Remote Working is expected to be at the designated Remote Work location and working the hours as approved by the City Administrator and Department Director. Any deviation or exceptions to this must be pre-approved by the Department Director.

Employees are expected to maintain their responsiveness, productivity levels, quality of work, and overall job performance while Remote Working.

Employees who work with confidential information are expected to maintain the strictest level of confidentiality while Remote Working, as they would in City offices.

Remote Work is not intended to permit staff to provide dependent care, perform personal work, or non-work activities during work hours. Personal tasks and errands should be performed during regular scheduled breaks and lunches while Remote Working. If an employee has situations that affect availability while Remote Working, they need to inform their Supervisor, and flex their time or use applicable benefited time-off in accordance with time-off policies. Prior approval for overtime must continue to be obtained per department work rules.

Employees are expected to maintain a professional appearance and attire while Remote Working because an employee may be asked to join a virtual meeting or call with little or no notice, and all employees authorized for remote work must be prepared to report on-site within 30-minutes, upon request, to meet

changing workload requirements, the needs of the Department or constituents, or for other employment-related purposes. In-person meetings conducting business with the City shall only ever occur in City facilities.

Employees working off-site are required to adhere to all established policies and procedures.

WORKING HOURS

Remote Working employees are expected to work during the City's normal business hours on their regularly scheduled days. Department Directors will work with employees on any case-by-case exceptions that may arise.

Non-exempt employees are required to accurately reflect all hours worked on their time sheet and take all meal and rest breaks in accordance with the Fair Labor Standards Act and applicable State Law.

An employee is to notify the Supervisor immediately if an employee is unable to perform work assignments due to equipment failure or other unforeseen circumstances. In the event of equipment failure, the Supervisor may immediately assign the employee back to on-site work.

WORK ENVIRONMENT

Remote Working employees are responsible for setting up and maintaining a safe and ergonomic work environment in their home workspace. This includes following ergonomic best practices, such as using an ergonomic chair and keyboard, and maintaining proper lighting. Employees should continue to take regularly scheduled breaks and stand up and move around occasionally. Employees should consider their Remote Work workspace an extension of their City workspace and all work-related injuries and illnesses must be reported to the employee's Supervisor immediately.

The Remote Working employee's workspace should be, to the most reasonable extent, a workspace where the employee can work away from competing demands and distractions. The City will not be responsible for any costs associated with an employee's home office workspace, including Wi-Fi/internet connectivity expenses, printer cartridges, paper, etc. Internet connections should have an efficient bandwidth (50+meg) to perform efficiently. The City of Roeland Park will not be liable for damage to any employee's property resulting from Remote Working.

TAXES AND LEGAL IMPLICATIONS

The employee must determine any tax or legal implications under IRS, State, and local government laws, and/or restrictions of Remote Working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

SECURITY

Consistent with the City's expectations of information security for employees working at the office, Remote Working employees will be expected to ensure the protection of confidential City and client/customer information at all times and follow all security compliances. That includes the Remote Working employee taking only minimally necessary confidential information out of the office, locking, logging off and shutting down a City laptop when not in use, preventing inadvertent disclosure, and any other measures appropriate for the job and the environment. Maintaining confidentiality includes working in a location where third parties, including family members, will not be able to overhear or see confidential information in any format including written, verbal, or electronic. Employee acknowledges and understands responsibility to protect information based on classification level of information security.

EQUIPMENT

Employees are only to use equipment authorized by the City for City business use only. Employees shall use City-issued laptops exclusively for all City-related work. The use of personal devices, such as cell phones, will be at the discretion of the City. Monitors, desk-top computers, or other nonportable equipment in the employee's City workplace should remain at the City workplace, unless approved in writing by the City Administrator. Remote Working employees should communicate with their Department Director for any needed or appropriate Information Technology (IT) capacity/capability to perform their work duties.

The City reserves the right to monitor any and all equipment on the City network, and the right to remove or disable the network connection should the employee's equipment or use demonstrate the behavior of infection, indicators of compromise, or use in violation of the City's Technology and Electronic Communications Policy. The City reserves the right to monitor an employee's work activity. An employee must notify their Department Director in the event of equipment malfunction or theft, as soon as possible. Maintenance of City-owned equipment will be performed only by a City authorized technician. Upon termination of employment, all City property will be returned to the City immediately.

PERFORMANCE

Department Directors are responsible for monitoring a Remote Working employee's work, performance, and accountability on a continuous basis. Approval for an employee to Remote Work may be discontinued at any time. Remote Working employees must comply with all existing City policies and procedures. Failure to abide by the Remote Work policy, or any other policies while Remote Working, may subject an employee to termination of the Remote Work arrangement and/or disciplinary action, up to and including termination.

INJURY REPORTING

Injuries sustained while working remotely that occur during work hours while the employee is performing the duties of their job must be reported following the City procedure.

SAFETY

The City is dedicated to promoting safety and wellness to all employees, including those working from locations other than the central workplace. All safety and wellness programs are available and accessible to employees when working remotely. Safety concerns should be immediately reported to a direct Supervisor.

CITY OF ROELAND PARK, KS REMOTE WORK AGREEMENT

I have read, understand, and have reviewed with my Supervisor all of the conditions for remote work described in the City's Remote Work Policy. I agree to all of the responsibilities of and conditions for remote work that are described in the Policy and this Agreement.

Basic Rules

- I understand that remote work is not an entitlement. Permission for remote work is based on job suitability, supervision, operational and team impacts, my past and future performance, ability to respond on-site in a timely manner, and permission from my Supervisor and City Administrator.
 - I understand that remote work may be suspended or terminated based on performance, business reasons, or at the sole discretion of the City, with or without advance notice.
 - I agree to be bound during remote work by all City policies and guidelines that would apply if I were working on-site.
 - I am expected to meet the same standards of performance as employees who do not work remotely.
 - I may be requested to provide more frequent and more detailed reports of my work and progress with respect to my work and agree in advance to do so.
 - I am aware that all applicable employment and labor law notices are posted at City Hall, Public Works, and the Police Department, to which I report when working on-site as well as related policies in the City's Employee Handbook.
 - I agree that remote work does not change the at-will nature of the employment relationship and that either the City or I may terminate the employment relationship at any time, with or without advance notice.
-

Hours

- I understand my remote work schedule will not exceed two (2) workdays per week.
- I understand that, if I am an exempt employee (not eligible for overtime pay), my described schedule is my baseline hours of work, and I am expected to work any additional hours necessary to complete my work on time and to the expected standard of performance.
- I understand that, if I am non-exempt (eligible for overtime pay), I must have my Supervisor's approval to work hours in excess of or other than these scheduled hours.
- I understand that, if I am non-exempt, I must take meal and rest periods in accordance with the Department and City policy.
- I understand that, if I am a non-exempt employee, I must accurately and promptly record all of the time that I work, regardless of whether that work was pre-approved or consistent with my assigned work schedule including off-the-clock work described below.

- I understand that, if I am a non-exempt employee, I must accurately and promptly record all of the start and end times of all work periods and meal periods. I do not have to record paid rest periods.
 - I understand that, if I am a non-exempt employee, off-the-clock work is strictly prohibited while working remotely. Off-the-clock work includes checking and responding to emails and making and responding to phone calls outside of scheduled work hours.
 - I will work and be accessible during my regularly scheduled hours, regardless of the location at which I work.
 - I understand that remote work is not a replacement for appropriate dependent care or other responsibilities of my personal life. I must provide the same undivided attention to my work as if I were working on-site. If my personal circumstances prevent me from avoiding distractions or interruptions at the remote work site (for example, inability to obtain dependent care or attending to family medical needs), I will notify my Supervisor immediately. Any alteration in the schedule to accommodate dependent care needs must be approved by my Supervisor.
 - I will keep personal disruptions, such as non-business telephone calls and visitors, to a minimum during regularly scheduled work hours.
 - I understand that the City's attendance and timekeeping policies, vacation and sick time policies, and paid and unpaid leave policies apply to remote work employees in the same manner that they apply to employees who work on-site.
-

Benefits and Compensation

- I understand that compensation will remain the same when I work remotely because the job responsibilities of remote workers and on-site workers remain the same.
 - I understand that I will continue to be covered under the City's workers' compensation policy for injuries arising out of and in the course and scope of my employment and during work hours, and in the designated work area of the home. I agree to promptly advise my Supervisor and file an accident report in accordance with the City's policy if I am injured on the job and will do so as soon as possible after the injury occurs.
 - I understand that the City is not liable for injuries occurring in my home workspace when I am not engaged in work. Further, the City is not liable for loss, destruction, or injury that may occur in, to, or around my home, including to family members or visitors.
-

Work Location

- I understand that, when I work remotely, I am authorized to work only at the approved location unless specifically authorized by my Supervisor to work while traveling and then only to the extent authorized.
 - I agree that I will not change my remote work location without prior approval by the City. If I want to relocate, I will first alert my Supervisor and Human Resources to request a change to my remote work location.
-

Workspace

- I will maintain my workspace in a safe condition, free from safety hazards. I will complete all safety checklists accurately and promptly submit them as instructed.
- I will make the work site accessible to City representatives for inspection as may be necessary to verify compliance with City policies or to investigate a workspace injury.
- I will notify my Supervisor if I no longer have a workspace that complies with the safety checklist or otherwise poses a safety hazard.
- I will notify my Supervisor immediately if something changes in my workspace and I no longer have a workspace that will minimize interruptions.
- I agree that no in-person City business-related meeting may occur in my personal residence. I, not the City, am liable for any injuries sustained by visitors to my remote worksite.
- I agree to use a workspace where confidential or proprietary information cannot be observed or accessed by anyone else, including other members of my household. I agree to secure all confidential or proprietary information consistent with City policy.
- I agree to dispose of confidential or proprietary information only at my City work location.
- I will promptly report to my Supervisor any access to confidential or proprietary information by anyone other than myself, and any virus, malware or other impediment to the full functioning of my equipment and programs.
- I will promptly report to my Supervisor any loss or damage to City equipment, files, documents or other resources.
- I represent that I have determined that remote work from my designated workspace will comply with all applicable laws, including zoning, homeowner's association, and local business licensing laws. I will promptly notify my Supervisor if I become aware of any changes in such laws or rules that affect the use of my workspace for remote work.
- I agree to provide the City with access to the workspace upon reasonable notice and during working hours in order to retrieve equipment and supplies, ensure the workplace is compliant with this Policy. I agree that 48 hours' advance notice is presumptively reasonable for visiting the workspace during regular business hours, Monday through Friday, on days not recognized as City holidays.

Equipment and Supplies

- The City provides one workstation setup for each individual and that equipment can be used at my designated City location or at my remote workspace. I agree that if I need any other equipment to accommodate a medical or disability need, I am familiar with how to seek such accommodation and if not, I will inquire with Human Resources.
- I must care for any City-owned equipment provided in a manner suitable to the equipment and the purposes for which it was provided.
- I will promptly report to my Supervisor any damage or loss of the City's equipment, other loss or injury to the City's interests or any illness of or injury to myself.

- I understand that the City provides appropriate software licenses per employee regardless of work location. I will use City-supplied or approved hardware and software at all times for all work for the City. City software, in addition to the hardware, remains the property of City and may not be duplicated or modified for any reason.
- I have and will maintain an internet connection that provides a stable and secure connection from my home to the City's network.
- I agree the City will allow the use of personal cellular devices for remote work communications. The City is not responsible for any associated costs for the use, damage, or replacement of my personal cellular device.
- I agree to transact all City business on the City's network and voicemail systems that belong to the City or are approved by the City.
- I agree to send all email communications regarding City business through the City's email systems or as permitted by the City's information security policies.
- I understand and agree that all telecommunications, email, and all data on City equipment, systems, and storage media are owned by the City and that all City-related email and all data on any personal equipment, systems or storage media used for business are owned by the City. Such telecommunications, email, and data are subject to the City's policy regarding the ownership of and absence of privacy in such resources even if located at a remote location. I understand and agree that the City may retrieve and read any message or data composed, sent, received, or stored on its equipment, supplies, systems or storage media and may retrieve and read any City messages or data composed, sent, received or stored on my personal equipment. I expressly consent to electronic monitoring of all of the foregoing.
- I understand that the City may provide paper, files, pens, and similar office supplies from the office to which I report.
- I agree that my remote work under this agreement is entirely voluntary. I agree that any expenses incurred in connection with my voluntary remote work are not necessarily incurred on behalf of the City. I agree that I am responsible for expenses associated with my remote workspace, including but not limited to heat, electricity, internet service, phone, and printer.

Termination

- This Agreement may be terminated by either party at any time.
 - I agree that upon request, termination of the Agreement, or termination of employment, I will immediately deliver to the City all City information, documents, files, storage media, supplies, equipment, and other property and all duplicates thereof on a regularly scheduled workday, as directed by the City at either my remote work site or office work site, immediately following a request, termination of the Agreement, or termination of employment.
 - I agree to safeguard all the City-owned information, documents, files, storage media, supplies, equipment, and other property and all duplicates thereof until recovered by the City, regardless of any delay in the recovery by the City of such documents, files, storage media, supplies, equipment, and other property and all duplicates thereof, including such documents or information stored on my personal devices.
-

Remote Work Type and Schedule

Address for Authorized Work Location_____

Address Line 1_____

Address Line 2_____

City_____

State_____

Is this a new or updated request?

☐ New Request

☐ Update/Modification to an Existing Request

Do you have access to protected data?

☐ Yes

☐ No

☐ I don't know

Remote Work Schedule Days (Not to exceed 2 days)

☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday

Signature_____

Employee Name _____

Job Title_____

Department_____

Department Director_____

City Administrator_____

Remote Work Assessment Tool

		NO	YES
1	Does the position have regular and recurring duties that simply cannot be performed in a remote work setting?	☐	☐
2	Does the position require daily access to equipment, materials, and files that can only be accessed within City facilities/property to perform its essential functions?	☐	☐
3	Does the position require ongoing in person contact with the public, elected officials, supervisors, other employees to perform its essential functions?	☐	☐
4	Does the position have job duties that requires physical presence at all times at a specific work location to perform its essential function or to allow the office to be open to the public?	☐	☐
5	Does the City need new technology equipment and resources in place to support remote work for this position. (If substantial financial resources are required, please answer yes)	☐	☐
If position answers "YES" to question 1, the position will be designated Onsite. If the position answers "YES" to question 2-5, the position may have a strong preponderance toward Onsite but Suitability Factors can be rated.			

Position, Team, and Operational Suitability Scoring

Total Scoring of All Factors

0.00	0%
0.00	0%

Position Suitability

6	A Remote Work arrangement would enhance, maintain, or diminish the productivity of the department and the employees.	enhance (notes required)	5	
		maintain	3	
		diminish (notes required)	0	
7	Frequency the work product/output for this position must be monitored or reviewed by a superior.	Monthly	5	
		Weekly	2	
		Daily	0	
8	The work monitoring requires in person contact between supervisor and subordinate	No	5	
		Yes - intermittent monitoring	2	
		Yes - continuous monitoring	0	
9	Telephone and email is effective communication tools to accomplish its responsibilities.	Email/Phone communication is acceptable	5	
		Some in person is required	2	
10	Technology resources and access exist to allow remote work with minimal financial impact	Yes	5	
		Some setup will be required	2	
		No	0	
11	Productivity concerns that have been identified for the position if without continuous supervision.	No	5	
		Yes	0	
12	Work objectives for this position are clearly developed with accountability and expectations in place.	Yes	5	
		No	0	

Remote Work Assessment Tool

13	Other challenges not previously identified exist if remote work is allowed.	No	5	
		Potential Issue Identified, requires workaround	2	
		Yes	0	

Team and Operational Suitability

14	Frequency of supervision of others or frequency that team members work on detailed and complex projects that require collaboration and partnership.	Daily	0	
		Weekly	2	
		Monthly	5	
		NA		

15	Remote Work will create communication barriers for the team.	Yes	0	
		No	5	

16	Remote work will negatively impact teamwork processes and efficiency; or require work redistribution.	No	5	
		Yes	0	

17	The team can sustain engagement and productivity in a Remote Work environment.	Yes	5	
		No	0	

18	The team can support and embrace a work environment with a combination of onsite and Remote Work arrangements.	Yes	5	
		Potential Issue Identified, requires workaround	2	
		No	0	

EMPLOYEE SUITABILITY

19	Concerns with the employee's performance history currently exist.	No	5	
		Yes	0	

20	The employee has displayed appropriate time management and organizational skills, and meets deadlines.	Yes	5	
		No	0	

21	The employee has displayed necessary computer skills to complete their required job functions outside of the office.	Yes	5	
		No	0	

22	The employee has displayed an understanding of their role and expectations.	Yes	5	
		No	0	

23	The employee requires minimum supervision to accomplish responsibilities.	Yes	5	
		No	0	

24	The employee initiate tasks on their own and considered to be a self-starter.	Yes	5	
		No	0	

25	The employee has a readiness for onsite reporting of 30 minutes or less.	Yes	5	
		No	0	

Remote Work Suitability Assessment for all Positions

Title	Dept	Outcome	% (excluding ee suitability)	Notes
City Administrator	Admin	Remote Eligible	88	
City Clerk/ HR Manager	Admin	Remote Eligible	78	
Director of Public Works	PW	Remote Eligible	75	
Finance Director/Assistant City Administrator	Admin	Remote Eligible	74	
Administrative Intern	Admin	Potential Remote Work Eligible	72	Some functions could be allowed remotely, but on a limited basis as the basis for skill development with an MBA internship would be lost. City will need to evaluate on a case by case basis with May be more difficult because the backup will be more routine/disruptive than exists today and the city may need a
Senior Court Clerk	Court	Potential Remote Work Eligible	55	stronger backup system to accompolish this regularly This could be offered on a very limited basis, but likely only will work in coordination with code officer schedule and scheduled
Building Official	Admin	Potential Remote Work Eligible	54	field work, so it may not be allowable May be more diffcult because the Chiet is very operationally involved and the City will need to consider if there is an impact to services, or if the Chief would end up responding from home more routinely. Also need to consider the public and subordinate
Police Chief	Police	Potential Remote Work Eligible	51	perception that a high visible position is not onsite every day
Code Enforcement Officer	Admin	Onsite	48	Not to say occassional need on an infrequent basis couldn't be
Parks & Recreation Superintendent	P&R	Onsite	43	accomplished - just not a routine schedule
Police Clerk	Police	Onsite	38	Not to say occassional need on an infrequent basis couldn't be
Public Works Superintendent	PW	Onsite	37	accomplished - just not a routine schedule
Administrative Assistant	Admin	Onsite - Not eligible/Part Time or Seasonal	32	
Police Sergeant	Police	Onsite	25	
Police Corporal	Police	Onsite	25	
Detective	Police	Onsite	22	
Facility Maintenance Supervisor	PW	Onsite	20	
Police Officer	Police	Onsite	11	
Skilled Maintenance Worker/Equipment Operator	PW	Onsite	11	
Maintenance Worker	PW	Onsite	11	

Remote Work Suitability Assessment for all Positions

Title	Dept	Outcome	% (excluding ee suitability)	Notes
Building Inspector II	Admin	No JD- not complete	-	
Building Inspector I	Admin	No JD- not complete	-	
Water Exercise Instructors	P&R	Onsite - Direct Service Position/Seasonal	-	
Community Center Custodian/Attendant	P&R	Onsite - Direct Service Position/Seasonal	-	
Head Lifeguard	P&R	Onsite - Direct Service Position/Seasonal	-	
Lifeguard	P&R	Onsite - Direct Service Position/Seasonal	-	
Swim Team Assistant Coach	P&R	Onsite - Direct Service Position/Seasonal	-	
Swim Lesson Instructors	P&R	Onsite - Direct Service Position/Seasonal	-	
Pool Receptionist/Clerk	P&R	Onsite - Direct Service Position/Seasonal	-	
Concessions Worker/Deck Attendant	P&R	Onsite - Direct Service Position/Seasonal	-	
Swimming Pool Manager	P&R	Onsite - Direct Service Position/Seasonal	-	
Assistant Pool Manager	P&R	Onsite - Direct Service Position/Seasonal	-	
Swim Team Head Coach	P&R	Onsite - Direct Service Position/Seasonal	-	



*City of Roeland Park
Employee Handbook
Adopted 10/18/2021
Last Revision Adopted 10/16/2023*



The City of Roeland Park, Kansas

R.I.C.T.E.R. Scale

- **Respect:** We show consideration for all persons with whom we have contact; both our customers and fellow employees.
- **Integrity:** We have the courage to consistently do what is right and fair.
- **Creativity:** We find better ways to do things. We are innovative in achieving excellence.
- **Team Work:** We support and encourage others as we work toward a common goal.
- **Excellence:** We strive to exceed expectations for the results we produce, the quality of our services and the interactions with our customers.
- **Responsibilities:** We embrace the opportunity to do the right thing in carrying out commitments and obligations.

Management Team Leadership Philosophy

We believe that the employees are the most valuable assets. We are an organization of diverse individuals with integrity who trust each other to make right decisions. We value all staff and recognize that improvements derive from the people providing the services. We work together to produce excellent results. To this end we foster an environment that maximizes talent, skills and creativity.

Employee Mission Statement

Staff members work with elected leaders and citizens to make our community the best it can be.

Realizing the balance between diverse interests and desires, we, as employees, pledge to provide outstanding services for the residents and customers of the community every time.

We are an organization committed to provide the necessary support and opportunities for each staff member to honor this pledge.



City of Roeland Park - Employee Handbook

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A. GENERAL GUIDELINES

1. Policies Established-

The following policies, guidelines, and other provisions for personnel administration in the City of Roeland Park are established to:

- a) Promote and increase the efficiency and effectiveness of City service;
- b) Develop a program of recruitment and advancement which will make City service attractive as an employment opportunity; and
- c) Establish and maintain a uniform plan of performance evaluation and compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.

2. City Employment and Personnel Policies-

The policies in this Employee Handbook are not intended to cover every situation or question that might arise during the course of your employment, but rather, serve as general information and guidelines to provide a framework for day-to-day practices. While this Employee Handbook describes certain policies, procedures, and benefits, it is subject to change from time to time, with or without notice to employees, and at the sole discretion of the City.

This Employee Handbook supersedes any and all past handbooks, policies, procedures, understandings and standards, written or verbal, express or implied.

3. At-Will Employment-

This Employee Handbook does not create express or implied contractual employment rights to continued employment or employment benefits. Employment at the City is at will, which means that either the employee or employer may terminate the employment at any time, for any reason not prohibited by law, with or without notice. All employees are considered to be at-will employees for the purposes of City employment, and no supervisor or other management personnel has the authority to change, either orally or in writing, the at-will status of any employee or create an employment contract. Only the Governing Body has the authority to create an employment contract and such contract must be in writing.

4. Application of Policies-

The policies and guidelines in this Employee Handbook shall apply to all employees in the service of the City except elected and appointed officials.

5. Departmental Guidelines-

The head of any City department may formulate, in writing, reasonable guidelines for the conduct of the operations of his or her department, such as those relating to safety or operational procedures, which shall be available to all departmental employees. Such department guidelines shall not be less stringent than, in violation of, or in conflict with this Employee Handbook. When a conflict exists between this Employee Handbook and guidelines set by a department, the Employee Handbook shall govern.

6. Amendment of Policies-

These policies may be amended from time-to-time in the same manner as they were adopted. Any such amendment shall become effective upon adoption by the Governing Body. The most recent version of this policy can be located online or by contacting the City Clerk.

B. WORKPLACE GUIDELINES

1. Equal Opportunity Statement-

It shall be the policy of the City to provide fair and equal employment opportunity to all qualified applicants and employees, and not discriminate on the basis of race, color, gender identity and sexual orientation, disability, religion, age, national origin, military and/or veteran status, citizenship status, genetic information or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to all terms and conditions of employment, including but not limited to: recruitment, hiring, placement, promotion, transfer, demotion, layoff, termination, training, recruitment, advertising, compensation, benefits, employee activities, all other terms and conditions, and general treatment during employment. In most cases, vacant positions shall be advertised, except those that fall under the internal promotion policy and those exempted by the Governing Body on an emergency basis.

The City Administrator has overall responsibility for this policy and maintains any required reporting and monitoring procedures. Employees' questions or concerns should be referred to the City Administrator.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the City Administrator. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy may lead to discipline, up to and including discharge.

2. Non-Discrimination and Anti-Harassment Policy-

The City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the City expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice, and harassment.

a) **Sexual Harassment**

Sexual harassment constitutes discrimination and is illegal under the law. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; repeated requests for social engagement or interactions when prior social invitations have been refused or when the employee has otherwise indicated such invitations are unwelcome; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

b) **Other Prohibited Harassment**

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, national origin, religion, age, disability, creed, marital status, ancestry, sexual orientation or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the

workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

c) Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination, and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the City (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

d) Retaliation is Prohibited

The City prohibits retaliation against any individual who reports discrimination or harassment, or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, may be subject to disciplinary action up to and including discharge.

e) Complaint Procedure

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure.

The Employer strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should immediately file their complaints with their immediate supervisor or the City Clerk or the City Administrator. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the City Clerk, especially if the employee believes the supervisor is the offending party.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the City strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The City will make every effort to stop alleged harassment, discrimination, or retaliation, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to unwelcome or unlawful conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Any reported allegations of harassment, discrimination, or retaliation will be investigated promptly, thoroughly, and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action, or legal processes.

Misconduct constituting harassment, discrimination, or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the City believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the City Administrator .

Individuals who have questions or concerns about these policies should talk with the City Administrator.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of any protected class or characteristic from participating in business or work-related social activities or discussions in order to avoid allegations of discrimination, harassment, retaliation. The law and the policies of the City prohibit disparate treatment on the basis of any protected class or characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination, and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

f) Policy Relating to Persons with Disabilities

It is the City's policy not to discriminate against any qualified employee or applicant who can perform the essential functions of the job because of such individual's disability or perceived. Consistent with this policy of nondiscrimination, the City will provide reasonable accommodations to a qualified individual with a disability, as defined under applicable law, who has made the City aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the City.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their supervisor then the City Administrator. The City encourages individuals with disabilities to come forward and request reasonable accommodation.

On receipt of an accommodation request, the City Administrator and your supervisor, if other than the City Administrator, will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations.

The City will work with the employee to determine the feasibility of the requested accommodation, or other potential accommodations. In doing so, the City will consider various factors, including, but not limited to the nature, effects, and cost of the accommodation.

The City will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision to the Governing Body by submitting a written request within ten business days of the decision explaining the reasons for the request. If the request on appeal is denied, that decision is final.

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the City Administrator, or, if necessary, the Mayor. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

3. Drug, Alcohol and Controlled Substance Abuse Policy-

a) General Rules

- i. The Alcohol and Controlled Substance Abuse Policy applies to all City Employees.
- ii. The Federal Department of Transportation (DOT) and various other Federal Programs specifically require additional prohibitions, notices, testing and training for employees involved with the operations of mass transit, aviation and commercial motor vehicles. Each agency of the DOT issues regulations specific to their industry. The City Administrator or designee is responsible for developing and implementing procedures for compliance with such regulations and shall issue copies of the procedures to covered employees as appendices of this Employee Handbook. In the event of any conflict between rules and regulations, the stricter rule or regulation shall govern.
- iii. The City has an obligation to its employees to take reasonable steps to ensure a drug-free and safe place to work. The City also has an obligation to the citizens of Roeland Park and the public at large to provide quality and safe services through a policy and program prohibiting alcohol, illegal drugs, and controlled substances in the workplace.
- iv. The City prohibits the unlawful manufacture, distribution, dispensing, possession or use of alcohol/intoxicants, illegal drugs, and illegal controlled substances in the workplace. Any employee who violates this policy may be subject to disciplinary action including termination.
- v. The Mayor, City Council and City Administrator of the City affirm the City's policy that, as a condition of employment, all employees will abide by the policy for a drug-free workplace and adhere to the following prohibitions:
- vi. No employee shall report to work under the influence of alcohol/intoxicants, illegal drugs, or illegal controlled substances.
- vii. Employees shall not unlawfully manufacture, distribute, dispense, possess, or use illegal drugs or controlled substances in any manner (1) on City premises or in City vehicles at any time, whether or not performing City business, or (2) while performing City business

at any location. An employee convicted of violating any criminal drug statute on or off City property may be subject to disciplinary action, including termination.

- viii. Employees shall not use City property or their position with the City in any way to make or traffic alcohol/intoxicants, illegal drugs, or illegal controlled substances for their own purposes.
- ix. Employees shall not engage in any other illegal use, possession, or trafficking of alcohol/intoxicants, illegal drugs, or controlled substances in a manner which is detrimental to the interest of the City.

b) Notice of Conviction-

Any employee convicted of a criminal drug statute violation occurring in the workplace will notify the City Administrator of such conviction no later than five days after conviction.

c) Notice of Legal Drugs or Medications-

Employees taking medication that result in impairment must inform his or her supervisor if they believe they will be impaired or need a reasonable accommodation. Employees shall not commence or continue work if they are uncertain whether they can perform their duties safely.

d) City's Right to Search-

Employees will have no expectation of privacy in any City property, including desks, city issued cell phones, devices, and other electronics. As a result, the City shall have the right and ability to search City-owned property at any time and for any reason. Further, when the City has reason to believe an employee is violating any aspect of this policy, the City may ask the employee to submit immediately to a search of any locker, lunch box, briefcase, purse, wallet, personal belongings, desk, vehicles, or other receptacle the employee uses or has access to. Entry on City premises constitutes consent to searches and inspections. Refusal to consent to a search or inspection when requested by the City constitutes insubordination and is a violation of City policy which may result in disciplinary action, including termination.

e) City's Right to Test-

- i. An individual may not be hired to perform a safety sensitive function unless the individual passes a drug test of urine for evidence of all illicit Schedule 1 drugs including marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines. .
- ii. All new hires and re-hires of full-time, part-time, or temporary/ seasonal employees may be required to take urine or other medical test, so long as directly related to the employee's ability to perform his or her job responsibilities, and to agree in writing to allow the results of those tests to be furnished to and used by the City.
- iii. Those persons who do not pass such test(s) shall not be employed.

- iv. An employee performing a safety sensitive function who is reasonably suspected of using alcohol or a prohibited drug, may be required to take a drug or alcohol test(s) or both. A supervisor's reasonable suspicion must be based on specific contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the employee. Alcohol testing may also be performed at any time prior, during or following an employee's work shift.
- v. An employee who performs a safety-sensitive function that either contributed to an accident, or cannot be completely discounted as a contributing factor to an accident, may be required to take a drug test(s).
- vi. Employees who perform safety sensitive functions are subject to drug testing on an unannounced and random basis.
- vii. Except as otherwise required by law, all information from an employee's drug or alcohol test shall be treated as confidential. All information related to the drug or alcohol test of an employee will be maintained in his restricted file. Anyone disclosing drug test results, in violation of this policy, will be subject to disciplinary action. Drug and alcohol testing is not genetic testing and no genetic testing will be performed on any blood, urine, or other samples provided for drug and/or alcohol testing.

f) Disciplinary Action for Violation of the Policy-

Any employee who violates any aspect of this policy, including refusal to submit to any of the above described searches, inspections, or testing when requested by the City, may be subject to disciplinary action up to and including discharge. Failure to provide adequate breath or urine may constitute a refusal to test if a medical evaluation determines there is no medical condition preventing the employee from providing the sample. When the City has reason to believe the employee is violating this policy, the employee may be suspended immediately pending investigation.

g) Response to Questions about the Policy-

The City Administrator has been designated as the person responsible to answer questions about the alcohol and drug testing program.

4. Nepotism-

In order to avoid favoritism or the appearance of favoritism based on family relationships, no one shall be employed in a department where the supervisor or department head is a member of their immediate family. "Immediate family" is defined to include only an employee's:

- a) Parents or stepparents;
- b) Spouse or children;
- c) Sister or brother;

- d) Grandparents or grandchildren;
- e) Mother or father-in-law; or
- f) Brothers or sisters-in-law.

In addition to the above, no person shall usually be employed in a position in any department if that person is a member of the immediate family of another employee within that department. However, members of immediate families may be employed within the same department if one or more family members are employed only as a part-time, temporary or seasonal employee for not to exceed six months in any 12 consecutive month period.

If two employees within the same department marry or otherwise obtain a relationship whereby they become members of each other's immediate family, one of the employees shall usually be transferred to another department, if possible, without loss of pay or other benefits. However, in most cases, the establishment of such a relationship alone shall not be the basis for termination of employment.

5. Employment Eligibility-

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

On your first day of work, new employees must complete Section 1 of the Federal Form I-9 and, within three business days of commencement of employment, you must show acceptable documentation, pursuant to those listed in the Form I-9, proving that you are eligible to work in the United States. This is required by federal law.

6. Political Activity-

It is the right of every employee to register and vote on all political issues. Employees are permitted to join political organizations, civic associations or groups, and become involved in political activities subject to the following restrictions:

- a) As private citizens, employees may participate in all political activities, including holding public office. Employees may not engage in any activity regarding the election of candidates for any City office.
- b) City employees are not prohibited from supporting candidates for office or from contributing labor to candidates and organizations that endorse candidates. Employees are not permitted to be candidates for City elective office in Roeland Park.
- c) Political activity must not interfere with job attendance or performance. Employees are not permitted to solicit or handle political contributions in City elections. They are not permitted to wear or display political badges, buttons or signs on their person or on City property while working.
- d) No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for any candidate for elective office, or otherwise compel, or attempt to

compel, any employee to support a candidate for elective office or to engage in any political activity.

The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in, the City's service on the basis of their political affiliations or activities.

7. Residency-

Residency requirements, if any, are determined by the Governing Body.

8. Outside Employment-

Full-time City employees shall not be employed in outside employment without the approval of his or her department head and the City Administrator. This applies to any significant form of non-City employment activity, whether part-time, temporary or permanent, for which the employee receives money, goods, services or other forms of compensation. Employees interested in securing outside employment shall provide their department head a request for outside employment containing full disclosure of the employer's name and address, the nature of work to be performed and the approximate hours per week that the employee will engage in outside employment. Outside employment by a full-time employee shall only be permitted when such outside employment:

- a) Is considered secondary to service with the City;
- b) Does not interfere with the performance of duties for the City; and
- c) No legal, financial or ethical conflict of interest results from such dual employment.

Approval to perform continuous outside employment must be renewed and re-authorized annually by the department head and City Administrator.

9. Gift Restriction –

There will be a general prohibition against gifts, services or things of value to City staff with the following exceptions: (A) An occasional non-pecuniary gift, service or thing of value, insignificant in value (\$50.00 or less); (B) An award publicly presented in recognition of public services.

10. Gender Transition Guidelines –

The City of Roeland Park is committed to diversity and equal employment opportunities for all employees and qualified applicants. We do not discriminate on the basis of gender identity or expression in any aspect of the employment relationship, including hiring, promotions, training, working conditions, compensation, and benefits.

We believe that providing a work environment based on respect, trust, and collaboration creates an exceptional employee experience where employees can bring their whole selves to work and thrive in their careers. These guidelines are intended to address the needs of the City's transgender and gender non-conforming employees who may be undergoing a gender transition and to answer questions that may arise about how to protect their rights, as well as to provide

guidance to their co-workers, managers, human resource professionals, and others in the workplace.

Definitions

The following definitions apply to the City's gender transition guidelines:

Cisgender is an adjective describing a person who identifies as the same gender that they were assigned at birth.

Gender identity refers to a person's inner sense of gender (being male, female, both male and female, or neither male nor female, or something else), regardless of the sex assigned to that person at birth.

Gender expression refers to a person's gender-related behavior or appearance, whether or not it conforms to traditional gender stereotypes or to the sex assigned to that person at birth. It can include manner of dress, grooming, mannerisms, and speech patterns.

Nonbinary is an adjective describing a person who does not identify exclusively as a man or a woman.

Sexual orientation typically refers to a person's physical, romantic, or emotional attraction to people of the same and/or opposite sex. Transgender people, like cisgender people, can identify as having any sexual orientation (such as heterosexual, gay, lesbian, bisexual, or asexual).

Transgender is an adjective describing a person whose gender identity or gender expression is different from that typically associated with the sex assigned to that person at birth.

Transition is a series of processes that some transgender or nonbinary people may undergo in order to live more fully as their true gender. It may include using a different name or pronoun, using different facilities (such as restrooms or locker rooms), undergoing medical treatment or procedures (such as hormone therapy or surgery), and changing their name and sex on documents. The process varies for each person, and while some people might choose to undergo medical treatment or procedures, these steps aren't necessary for a person to transition their gender.

Nondiscrimination

The City of Roeland Park strives to create a workplace where employees who are transgender can be their full selves without fear of discrimination, harassment, or retaliation. We are supportive of transgender employees who are considering or undergoing gender transition. Any discriminatory, harassing, or retaliatory actions taken against employees based on their gender identity, gender expression, or gender transition are considered violations of the State's Equal Employment Opportunity and Affirmative Action policy (EEO Policy) and are subject to the State's disciplinary policy.

Confidentiality

Transgender employees have the right to discuss their gender identity or expression openly or to keep that information private. The employee has the right to decide when, with whom, and how

much to share their private information. Information that may reveal an employee's transgender status should only be shared with another employee where it is necessary for the employee to do their job (e.g., human resources staff) or with the consent of the transgender employee.

Questions from coworkers or others regarding an employee's transition should be referred to the employee or to a person whom both the employee and their manager agree to designate this responsibility. It should be emphasized in the workplace that questions regarding an employee's medical procedures, body, and sexuality are inappropriate.

Managers may not single out transgender employees for intrusive requirements, such as psychological or medical examinations based on their transgender status.

The transgender status of any former employee shall not be disclosed to subsequent employers when responding to a reference request or background check.

Transition Planning

The City of Roeland Park recognizes that there are specific workplace issues to be addressed throughout the gender transition process. Transitioning employees are encouraged to discuss their needs and expectations with their manager before, during, and after their transition. The City addresses each employee's needs and expectations on an individualized basis. The City may offer benefits – such as medical benefits and Employee Assistance Program services – that might assist transgender employees who are considering or undergoing gender transition.

No employee is required to utilize a workplace transition plan or to give advance notice of an intended gender transition to the City. If a transitioning employee chooses to work with the City, it is recommended that a transitioning employee, together with their manager and the HR representative, develop a workplace transition plan outlining the steps to be taken to provide a successful transition.

- A transition plan can include any or all of the following considerations:
- A list of employees who need to be advised of the transition in order to implement requested workplace changes (for example, HR personnel, the transitioning employee's manager) or as requested by the transitioning employee (including other managers, coworkers, or others).
- A plan for when and how those employees should be informed of the transition (through a staff meeting, email, or otherwise) and who will inform them (the transitioning employee, the employee's manager, or someone else).
- The date on which the employee will begin to present in a manner consistent with their gender identity (which might be immediately), including the date(s) when the employee will begin using a different name or pronoun and different facilities (restrooms and locker rooms).
- A list of the employee's records that will need to be changed to reflect their gender identity and new name (if applicable), and the expected date(s) on which these records will be changed.
- Any anticipated leave that the employee will take for transition-related medical treatment and any relevant benefits available to the employee during the transition.

The City recognizes that employees' needs may change during their gender transition and will work with employees to adapt their transition plan to accommodate additional requests that might arise.

Implementing Transition Plan

Access to facilities. Employees are permitted to use facilities (restrooms, locker rooms, etc.) that correspond with their gender identity. Each employee makes the decision of which facilities are appropriate for them. No documentation is required to access facilities. Any employee who has a need or desire for additional privacy, regardless of the underlying reason, can make use of alternative arrangements, such as single-occupancy restrooms, private areas for changing, a different time to use the locker rooms, or other alternatives, where possible. It is a violation of the EEO Policy to prevent transgender or transitioning employees from using facilities that correspond with their gender identity, or to ask or require employees to use facilities that don't correspond with their gender identity, or to ask or require transgender employees to use unisex/single-occupant restrooms instead of common restrooms designated for employees of one sex.

Travel policies. If employees are required to share rooms while on work travel, employees are permitted to share rooms in accordance with their gender identity. Each employee makes the decision of which rooming assignment is appropriate for them. Any employee who has a need or desire for additional privacy, regardless of the underlying reason, can make use of alternative arrangements such as single-occupancy rooms.

Dress and grooming standards. The City should not maintain a dress code or appearance standard that limits or defines appropriate attire or appearance on the basis of gender. Subject to such gender-neutral departmental dress codes or appearance standards (where applicable), transitioning employees have the right to dress and present themselves in a manner consistent with their gender identity or gender expression.

Employee records. The City will update HR records as needed to accurately reflect a transitioning employee's gender identity and new name (if applicable) when they choose to begin identifying with that gender and name. The City also will update the employee's ID badge, nameplate, email address, business cards, staff directory entry, nametag, and any other records or places bearing their name. Any photographs of the employee should also be updated, if necessary, to reflect the gender identity and expression of the employee.

For certain types of records, such as payroll and retirement records, the City can't make updates until employees provide official documentation of their gender and/or name change. The City will coordinate with employees to determine what documentation is needed to make these changes. Employees are not required to provide documentation to change their name on records or in places where supporting documentation isn't necessary (for example, their nameplate).

Name and pronouns. Employees can choose to be addressed and referred to by the name and pronoun of their choice (including "they" or "them"), both verbally and in writing. A court-ordered name or gender change is not required.

Employees are encouraged to take reasonable steps to inform their coworkers of their chosen name and pronoun. If a coworker is unsure of the name or pronoun to use in reference to a transgender or transitioning employee, the coworker can respectfully ask the employee how he or she wants to be addressed. Any intentional or persistent misuse of a transgender or transitioning employee's name or pronoun is considered a violation of the EEO Policy.

Hiring Practices

Applicants may use the name and gender consistent with their gender identity in an application, regardless of whether they have undergone a legal name change or changed the gender marker on their identification. Hiring practices shall not require disclosure of an applicant's transgender status or sex assigned at birth.

During the hiring process, hiring managers should be sensitive to the possibility that applicants have transitioned. The name and gender on the application may correspond with the person's gender expression; however, background or suitability checks may disclose a previous name that indicates a gender different from the applicant's current gender expression. In such cases, hiring managers should respectfully ask whether the applicant was previously known by a different name for background check purposes only, and confirm with the applicant the name and gender that should be used throughout the hiring process. Any information in a background check that indicates a previous name or gender change cannot be disclosed without the applicant's consent or used against an applicant.

Additional Resources

The following resources may offer additional guidance to support an employee's transition:

Books

- *Transgender Explained for Those Who Are Not* by Joanne Herman
- *Transgender 101: A Simple Guide to a Complex Issue* by Nicholas Teich

Websites and Videos

- *An Introduction to Transgender People*, National Center for Transgender Equality,
<https://www.facebook.com/TransEqualityNow/videos/vb.40078161989/10153582088701990/>
- *Trans 101*, Sylvia Rivera Law Project, <http://srlp.org/resources/trans-101>
- *Transgender Basics*, Gender ID Project, <https://youtu.be/UXI9w0PbBXY>
- *Gender Inclusive Initiatives*, Northwestern University,
<https://www.northwestern.edu/diversity/initiatives/gender-inclusive-initiatives/>
- Out and Equal Workplace Advocates, <https://outandequal.org/>
- HumanRightsCampaign (HRC), <https://www.hrc.org/news/transgender-visibility-in-the-workplace>

C. COMPENSATION AND PAY PRACTICES

1. Position classification-

Position classification is a system of identifying and describing different kinds of work in the organization. In most cases, each City position shall, on the basis of the duties, responsibilities, skills, experience, education and training required of the position, be allocated to an appropriate class (often referred to as a pay level or grade), which may include either a single position or two or more positions.

2. Pay Scale-

The Governing Body shall adopt a Pay Scale, with minimum and maximum amounts of pay for each class of positions. The pay range or level assigned to each class of positions shall be periodically reviewed and revised by the Governing Body.

3. Maintenance of the Classification Plan-

It shall be the duty of each department head to report to the City Administrator any and all organization changes which will significantly alter or affect changes in existing positions or proposed positions. The Governing Body shall approve all new or revised job descriptions and pay ranges for such position.

4. Categories of Employment-

Full-Time Employee-

One employed to regularly work at least 40 hours per work week who was not hired on a short-term or temporary basis. The work week is any consecutive seven-day period, except as otherwise provided in Section E-1.

Part-Time Employee-

One employed to regularly work less than 40 hours per work week on a regular and continuing basis.

Seasonal or Temporary Employee-

One employed to work on a regular and/or recurring basis during a specific season or portion of a year.

Volunteer-

Is a non-paid individual in the position he or she holds. When acting as a volunteer an individual is not an employee. City employees may volunteer for tasks that they would not be engaged in as part of their regular employment.

5. Pay Periods and Paydays-

The City shall pay all employees on a bi-weekly basis, every other week, for work performed for the previous two-week period. Should the regular payday fall on a City holiday, pay shall be distributed on the working day immediately preceding that day.

6. Hours of Work-

The work week is a period of seven consecutive days beginning at the nearest shift change on Sunday (or 12:01 a.m. on Sunday) and ending at the nearest shift change on the following Saturday (or 12:00 midnight on the following Saturday).

General Employees-

The normal work period for general employees, which includes all employees other than police officers, is 40 hours of work during a seven-day period.

Police Officers-

The normal work period for full-time police officers shall average 80 hours over a fourteen-day period.

Normal Work Hours-

No employee shall be permitted to work in excess of their normal work period except when so directed by the employee's department head. Work in excess of 40 hours per week for non-law enforcement employees, without prior written permission, constitutes insubordination which may result in discipline, up to and including termination.

Employees should see their supervisor for information regarding their meal break.

7. Employment Classification-

Positions are classified according to the responsibilities of the job, the number of hours worked each week and length of service. Employees may be eligible for different benefits and governed by different regulations dependent upon their job classification. The following definitions have been established in order to standardize terminology purposes of federal and state wage and hour laws:

a) **Exempt-**

Employees whose positions are exempt from the Fair Labor Standards Act and do not receive overtime pay and/or compensatory time. Exempt employees are paid on a salary basis and generally receive the same weekly salary regardless of hours worked, subject to certain, limited and legally permitted deductions.

b) **Non-Exempt-**

Non-Exempt Employees are employees who are paid on an hourly basis and who are subject to overtime/compensatory pay and minimum wage provisions of the Fair Labor Standards Act (FLSA). Non-exempt employees will be paid overtime at the rate of one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in a work week, unless otherwise specified by state law.

You will be informed of your classifications upon hire and informed of any subsequent changes to your classification.

8. Overtime Work-

- a) Compensation for authorized overtime work shall be paid at the rate of one and one-half times the employee's regular rate of pay for all hours worked over 40 per work week for non-emergency service employees.
- b) A work period for police and firefighters has been established under the Fair Labor Standards Act. Full-time police officers shall be eligible to receive overtime compensation only for work hours in a work period which exceed 80 hours per 14-day work period.
- c) Overtime compensation shall usually be paid not later than the first payday following the work week in which it was earned. However, an employee may be given compensatory time off in lieu of cash payments for the overtime worked. Any compensatory time off shall be at the rate of one and one-half times the hours of overtime worked and is accruable up to 80 hours (53.3 actual hours worked) for all employees.
- d) All overtime work must have prior authorization by the employee's department head. At the time of authorization, the department head shall advise the employee whether the overtime compensation shall be in the form of additional wages or compensatory time off. The department head shall maintain records of any overtime worked.
- e) Seasonal or temporary employees working at the Roeland Park aquatic center shall not be eligible for overtime compensation, pursuant to Fair Labor Standards Act Section 13(a)(3) and K.S.A. § 44-1202(e)(6) and 44-1202(h).
- f) For purposes of calculating overtime, hours worked include holiday, scheduled vacation (defined as vacation scheduled at least two (2) weeks prior to the first day of vacation leave) and actual hours worked.

9. Call Back Time-

- a) A Department Head may call an employee in to work on a regular day off or may call an employee back to work after a regular work schedule.
- b) All employees who are eligible to receive overtime, and who are called in to work on a regular day off or are called back to work after a regular work schedule shall be paid at the appropriate rate of pay for the hours worked, except such employee shall be paid a minimum of two hours at their overtime rate. The employee may choose to add these hours as compensatory time off.
- c) The minimum of two hours shall not apply if the employee was called in or called back during the two-hour period immediately prior to the beginning of the employee's next regularly scheduled work shift. Pay for call back begins at the time the employee reports for duty.

10. Compensation Policy

The salary of each employee of the City, except those appointed officers whose salary is specifically set by ordinance, shall usually be set, at least annually, at an amount within the pay range of the employee's assigned pay level (or grade) as determined by the Governing Body, with the advice of the City Administrator.

Employees working on a part-time basis shall receive that portion of the salary assigned to their position to be determined by the actual time they work. The hourly wage for persons employed on a monthly salary basis is computed as follows: Monthly wage times 12 divided by (hours worked per week times 52) equals wage per hour for full-time employees.

- a) In most cases, pay increases shall not be automatic and such increases are subject to approval by the City Administrator and shall be in accordance with the adopted budget.
- b) Annual longevity pay may be given at the discretion of the Governing Body.
- c) Annual bonuses may be given at the discretion of the Governing Body.
- d) New Hires- Employees start at the Minimum Rate of the Pay Level (or grade) if the employee has the minimum skills and abilities required in the job description. The hiring supervisor, with the approval of the City Administrator, can start experienced individuals up to the Mid Point. The Mid Point is defined as the exact middle of a pay range.
- e) Cost of Living Adjustment- On January 1st of each year (or another date specified by the City), employees should receive an annual pay increase that takes into consideration change in the regional cost of living index. Annual Adjustment to the pay ranges within the Pay Scale should consider changes in the regional cost of living index as well as change in the Employment Cost Index for salaries of State and Local Government Workers. The Cost of Living adjustment and Merit Adjustment combined make up the Annual Adjustment.
- f) Merit Adjustment- On January 1st of each year (or another date specified by the City), employees should receive an incremental annual pay increase that takes into consideration their performance and their position within their pay range. The Cost of Living adjustment and Merit Adjustment combined make up the Annual Adjustment.
- g) Annual Adjustment- On January 1st of each year (or another date specified by the City), employees should receive an incremental annual adjustment based on merit and cost of living. Employees on a Performance Improvement Plan will have their annual increase held until such time as performance improves, or when approved by the City Administrator.
- h) Market Adjustments- Each budget cycle, Administration should evaluate the placement of current employees. If there is a shift in the market for a specific position, a Market Adjustment to those incumbent employees could be given, which would be an adjustment into the pay range. A market adjustment requires:

1. A documented and verified review of local comparables by the City Administrator or third-party consultant.
 2. A consistent pattern of recruitment/retention concerns with isolated classifications, as verified by the City Administrator.
- i) Promotions- An individual who moves to a position of a higher Pay Level (or grade), will be placed at the Minimum Rate of the new salary range; OR the rate closest that provides a 5% increase, if over the Minimum Rate. No employee will be placed above the designated Mid Point.
- j) Demotions- There are a number of situations that can occur resulting in an employee's pay being lowered and the pay may not be within the established Pay Range. Dependent upon the circumstances, an individual's pay can be handled differently. It will be the responsibility of the City Administrator to determine the pay implications due to employee demotions. The following are suggested guidelines:
1. Demotions that occur because of position changes and/or position consolidations (not based on the performance of the employee), the salary can be "red circled" or "frozen" at that level until the Pay Range of the new Pay Level (or grade) catches up to the employee's salary.
 2. Demotions that occur because the employee voluntarily applied for and accepted a position in a lower Pay Level (or grade), the salary will be reduced within the new Pay Range as close to the current salary as possible. If the salary is above the new Pay Range, then treatment will be as described in "A" above.
 3. Demotion that is a result of the employee's performance, the employee's salary is decreased to a placement within the Pay Range of the new Pay Level (or grade), as determined by the City Administrator. Demotions of this nature are rare circumstances.
- k) Top of the Pay Range- When an employee reaches the Maximum of their Pay Range, they will not be eligible for any additional pay increases until their pay range is adjusted. Employees who reach the Maximum will be eligible to receive the equivalent annual (2,080 hour) pay increase in the form of equal quarterly lump-sum non-base building payments. This method of payment still provides additional compensation to an employee but does not compromise the Pay Scale.
- l) Position Pay Level Changes- Pay Levels (or grades) may change under the following circumstances:
1. Management request for a Pay Level Evaluation- A Department Head may request a Pay Level evaluation for any position in their Department, via procedures identified by the City Administrator. The request should be in writing, including job duty changes or other circumstances that have precipitated the evaluation. This should include the old job

description along with either a new job description or a document that illustrates the changes. It will be the responsibility of the City Administrator to determine if the position should be sent to the Consultants for evaluation. It should be noted that significant changes to a position's responsibility that could prompt reclassification should receive prior approval from the City Administrator to avoid unapproved position creep.

2. Administration Initiation of a Pay Level Evaluation- Administration may determine a position needs to be evaluated as a result of a City-initiated position and/or program changes, organizational structure changes, recurring minimal modifications to positions that over time may result in substantive change in a position, and recruitment or retention challenges.

If after a Pay Level Evaluation, it is determined the employee's current salary is below the Minimum Rate of the new Pay Level, the employee should be placed at the Minimum Rate of the new Pay Level. If the current salary is within the new Pay Range, it will be at the discretion of the City Administrator as to whether any further adjustment occurs.

D. PERFORMANCE MANAGEMENT

1. Performance Evaluations-

An evaluation of the performance of each full-time and part-time employee based on his or her duties and responsibilities shall usually be prepared by the employee's immediate supervisor at least annually.

2. Qualifications of Employment-

Applications for any open position with the City shall usually be accepted from applicants who meet the stated minimum qualifications established for that position, subject to the following conditions:

- a) Each applicant shall complete a job application form.
- b) A medical examination or other testing, including drug testing, may be required only after an offer of employment has been made contingent upon the applicant passing the drug test, provided that, such exams or testing are required of all such applicants who are offered employment in similar positions or position classifications.

3. Promotion-

All employees seeking promotion shall usually be expected to meet the minimum qualifications for the position to which they seek promotion.

A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made contingent upon the applicant passing the drug test, provided that, such exams or testing are required of all such employees who are offered promotions in similar positions or position classifications.

E. TIME OFF POLICIES

1. Holidays-

The following are observed holidays:

1. New Year's Day - always January 1. When January 1 falls on a Saturday, then Friday, December 31 of the previous year is observed. When January 1 falls on a Sunday, then Monday January 2 is observed.
2. Martin Luther King, Jr. Day – always the third Monday in January
3. Memorial Day Monday – always the last Monday in May
4. Juneteenth – always the 19th day in June. When June 19th falls on a Saturday, then Friday, June 18th is observed. When June 19th falls on a Sunday, June 20 is observed.
5. Independence Day– always July 4. When July 4 falls on a Saturday, then Friday, July 3 is observed. When July 4 falls on a Sunday, then Monday, July 5 is observed.
6. Labor Day Monday – always the first Monday in September
7. Indigenous Peoples Day – always the 2nd Monday in October
8. Veterans' Day – always November 11. When November 11 falls on a Saturday, then Friday, November 10 is observed. When November 11 falls on a Sunday, then Monday, November 12 is observed.
9. Thanksgiving Day – always the fourth Thursday in November
10. Day after Thanksgiving – always the Friday immediately following the fourth Thursday in November.
11. Christmas Eve – when the 24th falls on a weekday, that weekday shall be the observed holiday. When the 24th falls on a Saturday or Sunday the Friday preceding the 24th shall be the observed Christmas Eve holiday.
12. Christmas Day – when the 25th falls on a weekday, that weekday shall be the observed holiday. When the 25th falls on a Saturday or Sunday the Monday following the 25th shall be the observed Christmas holiday.
13. Annual floating holiday – one 8 hour period chosen by the employee each calendar year.

Employees required to work on a City observed holiday will receive 8 hours holiday pay or an alternative day off.

To be eligible to receive pay for a City holiday, an employee must not have been absent without approved leave either on the workday before or the workday after the holiday.

2. Vacation Leave-

Vacation leave shall be earned beginning with the date of employment under the conditions hereinafter stated. An employee who works fewer than 12 days in any month shall not accrue vacation credit for such month of service; provided that this restriction of 12 days shall not apply where the employee has worked fewer than 12 days due to authorized paid leave. No employee shall be permitted to use vacation time for any period spent on unauthorized leave.

a) Full-Time Employees-

Full-time employees are entitled to paid vacation leave time according to the following schedule.

Years of Continuous Employment	0-4	5-9	10-15	15+
Hours Earned Per Month	8	10.67	12	16
Equivalent Work Days	12	16	18	24
Maximum Hours Accumulation	240	240	240	240
Maximum Hours for One Time Leave	80	120	120	120

Employees on Medical leave are not subject to the maximum hours for one time leave.

Training Period-

Employees-in-training during their initial employment shall be credited with vacation leave for each month of employment. Training employees terminated during the training period shall be paid for any accrued vacation leave.

Scheduling-

The dates for the taking of vacation leave shall be scheduled in consultation with the employee's supervisor and department head.

Holiday During Vacation-

City holidays which occur during the taking of an employee's authorized vacation leave will not be counted as a day of vacation.

b) Minimum Hours-

Exempt employees may use vacation leave in full day increments and non-exempt employees may sue vacation leave in half-hour increments, subject to the approval of their supervisor.

c) Termination –

Upon termination, an employee shall be compensated for all earned but unused vacation leave at their final rate of pay, subject to the maximum hours of accumulation authorized in the schedule with the exception outlined in the separation of service section.

3. Sick Leave-

Full-time employees who are employed to work at least 40 hours or more per work period, shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents, or other physical incapacity, occurring either on or off the job. Sick leave with pay may also be used for absences resulting from illness, injuries, accidents, or other physical incapacity of the employee's spouse, child, or parent. A spouse is defined as a husband or wife as defined by the state of residence of the employee, as well as domestic partner. A child is a son or daughter, in addition to a biological child, adopted, foster or step-child. The definition of son or daughter also includes a legal ward or child of someone standing in loco parentis. A qualifying daughter or son must be under the age of 18, unless the daughter or son has a physical or mental disability that makes self-care impossible. In such cases, there is no age limit. A parent is defined as a biological, foster, adoptive or step-parent, or any person who served in loco parentis (served as a parent) to an employee. It does not include a parent-in-law.

No employee shall be permitted to use sick leave for any period spent on unauthorized leave. Full-time employees are entitled to sick leave with pay for physical examinations and dental work if they have provided at least one day's notice to their immediate supervisor.

a) Amount of Sick Leave-

Full-time employees shall earn eight hours of sick leave for each full month of service. Part-time employees who are employed to work not less than 40 hours per work week shall receive four hours of sick leave for each month of employment.

b) Accumulation of Sick Leave-

An employee hired prior to March 1, 2013, may accrue no more than 960 hours of sick leave. An employee hired after March 1, 2013, may accrue no more than 480 hours of sick leave.

c) Computing Sick Leave-

Any absence for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than one hour.

d) Doctor's Certificate-

For sick leave in excess of three consecutive work days, a department head may require a signed statement from a health care provider verifying the employee's inability to perform his or her assigned duties because of illness and/or his or her ability to return to work.

e) Notification-

To be eligible for paid sick leave, an employee, or his or her representative, shall notify his or her immediate supervisor and give the reason for the absence at least two hours before the beginning of the first work day for which sick leave is taken unless the cause is an emergency in which case notice shall be provided as soon as practical under the circumstances.

f) **Termination of Employment-**

An employee shall not be paid for any unused sick leave upon termination of his or her employment with the City with the exception outlined in the separation of service section.

4. Paid Parental Leave-

The Paid Parental Leave Policy will apply to eligible employees due to the birth of an employee's child or the placement within an employee's home of an adopted or foster child. The policy is in effect for childbirth, foster placements or adoptions occurring on or after the effective date of this policy.

a) Purpose

To establish uniform guidelines for how paid parental leave policy will work for all eligible employees, establishing eligibility criteria, and terms of leave for which someone can receive paid benefits. The goal of the policy is to give parents additional flexibility and time to bond with their new child, adjust to their new family situation and balance their work obligations. The City of Roeland Park prides itself on being a flexible, family friendly workplace and this policy, adopted as part of the 2020 Budget Objectives, is another step toward giving our employees the additional flexibility they need when adding a new family member. These policies will help the City of Roeland Park attract and retain quality employees, as well as work toward increasing diversity.

b) Policy

1. Eligibility

- i. Paid parental leave is available to full-time regular and appointed employees who have worked for the City of Roeland Park for at least twelve (12) months, at least 2,080 hours.
- ii. Surrogate mothers and sperm donors are excluded from coverage under this policy.
- iii. The adoption of a child by a new spouse is excluded from this policy.
- iv. Respite placement, or when one foster family temporarily cares for the foster children of another family, is not eligible for paid parental leave under this policy.
- v. The child being fostered or adopted must be age 17 or younger.

2. Term of leave – Eligible employees will receive six continuous weeks of pay. Paid parental leave is in addition to, and not a replacement for, any other leave for which an employee is eligible.

3. Employees can utilize paid parental leave only once in a twelve-month period and only once per child.

4. Paid leave will be based on the employee's certified normal rate of pay.

5. Eligible employees must apply for short-term disability benefits as a condition of receiving the salary continuation as addressed under this policy. Short-term disability benefits will offset, and not be in addition to, the salary continuation provided under this policy. Short-term disability benefits are provided to mothers who give birth to a child and provides 60% of the employee's salary with a maximum of \$500/week. These benefits provide six (6) weeks for vaginal births and twelve (12) weeks for a caesarian birth.
6. Employees receiving paid parental leave are expected to return to work for at least six (6) weeks following the conclusion of their paid parental leave. If the employee fails to return to work, they will be required to reimburse the City for the paid parental leave funds received from the City, excluding any short-term disability pay received. By accepting the paid parental leave, the employee agrees to these terms.
7. Vacation and sick leave benefits will continue to accrue during the period of paid parental leave. The City will continue to pay its share of the cost of an eligible employee's group health insurance during a paid parental leave. The employee's share of premiums and benefits will continue to be deducted as usual.
8. Paid parental leave must be used within twelve (12) weeks following the birth, foster placement or adoption of a child. If paid parental leave is paired with other forms of paid leave, such as sick, vacation and holiday, the paid parental leave shall be administered first followed by other forms of paid time off. Paid parental leave will not reduce eligibility for other types of paid and unpaid leaves such as sick leave, vacation, personal leave, and holidays.
9. If a holiday observed by the City of Roeland Park occurs during the eligible employee's paid parental leave, the eligible employee will receive holiday pay in lieu of a paid parental day. Use of holiday pay during a paid parental leave will not extend the length of the leave.
10. Multiple births or adoptions (birth or adoption of twins, for example) does not increase the length of paid parental leave granted for that event. If both parents are eligible employees, each will be able to use the appropriate provisions of this policy.

c) Procedures

1. An eligible employee must submit a completed Leave Request form requesting the Paid Parental Leave at least thirty days (30) prior to the anticipated date of the leave. To the extent that 30-day notice is not possible, a leave request should be made as soon as possible. The form will also indicate the employee's statement that they will return to work for at least six weeks following the conclusion of their paid parental leave.
2. For those eligible for short-term disability, the appropriate form will need to be completed by your healthcare provider.
3. An eligible employee will be required to furnish appropriate adoption or foster placement documentation, such as a letter from an adoption agency or state, or from the attorney in cases of private adoptions.
4. A fraudulent request for Paid Parental Leave is grounds for dismissal.

5. Funeral Leave-

In the case of death of a member of an employee's immediate family (to include only the spouse, children, mother, father, brother, sister, grandparents or same by marriage of the employee or employee's spouse), full-time employees may request funeral leave not to exceed three consecutive working days. If an employee needs additional time off to attend to details of the funeral, it may be arranged with their supervisor. Leave in excess of three days may be charged against any unused sick or vacation leave, unless the employee elects to take leave without pay. Employees should notify their department head as far in advance as possible regarding a need for leave.

6. Family and Medical Leave-

If ever required by federal law, the City will administer leave that qualifies for Family and Medical Leave Act (FMLA) protection in accordance with federal law. This policy is intended for guidance and shall not be interpreted to expand the City's responsibilities beyond the requirements of the law. For employees who are not eligible for FMLA leave, including employees who have exhausted available FMLA-protected leave (if available under the law), requests for leave shall proceed according to the City's established policies. Any questions regarding available Family and Medical Leave should be directed to the City Clerk.

7. Injury Leave-

- a) All injuries occurring on the job shall be reported immediately to the employee's immediate supervisor.
- b) Any employee injured on the job shall usually be eligible to receive injury leave with pay during the seven-day waiting period for workers' compensation claims.
- c) When an employee receives compensation under the Workers' Compensation Act, the pay he or she receives from the City, while an employee of the City, shall be the difference between his or her regular rate of pay and the amount he or she receives from workers' compensation and shall be charged against sick leave.

8. Military Leave-

- a) Employees will be granted leaves of absence for military service, training or other obligations in compliance with Uniformed Services Employment and Reemployment Rights Act requirements and related federal and state military leave laws. Any employee so engaged in military or other uniformed services shall not be denied employment, reemployment, retention, promotion, or any benefit of employment on the basis of their active uniformed service. The City will not discriminate in employment against, or take any adverse employment action against, any person because he/she exercised these rights.
- b) As with other leaves, employees must provide advance notice to his/her supervisor of the intent to take military leave as well as appropriate documentation, as far in advance as possible, unless giving such notice is impossible, unreasonable or precluded by military necessity.

- c) Pursuant with the Uniformed Services Employment and Reemployment Rights Act (USERRA), employees are provided with broad protection in terms of their reemployment upon completion of military service, as well as specific time frames in which employees must return to work upon completion of service. Employees returning from military leave will (with limited exceptions) be returned to their position in accordance with current law then pertaining.
- d) Employees will not continue to receive pay during a military leave unless required by law. However, an employee may request to use earned but unused vacation time and sick time during military leave. Benefit coverage will continue for 30 days, provided employees pay their normal portion of the premiums.

9. Civil Leave-

a) **Civil Leave With Pay-**

An employee shall be given necessary time off with pay:

- i. When performing jury duty;
- ii. When appearing in court as a witness in answer to a subpoena or as an expert witness when acting in an official capacity in connection with the City;
- iii. When performing emergency civilian duty in connection with national defense; or
- iv. For the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled hours of work.

However, an employee shall reimburse the City for juror or witness fees received while on civil leave.

b) **Civil Leave Without Pay-**

If an employee is involved in a personal lawsuit either as plaintiff or as defendant in an action not related to his or her duties with the City, the employee may take leave without pay unless he or she elects to utilize any accumulated vacation leave.

10. Other Leave-

a) **Educational Leave-**

An employee, upon written request, may be granted leave without pay for a period up to one year to further his or her education or seek specialized training, upon recommendation of the employee's department head and approval by the City Administrator and Governing Body. An employee may request leave with pay for a class related to their current work on a case by case basis which will need to be approved by his or her department head and the City Administrator.

b) **Leave of Absence-**

An employee, upon written request, and with the recommendation of his or her department head, may be granted a leave of absence without pay for a period of up to six months, subject to the approval of the Governing Body.

c) **Compensatory Time-**

Compensatory time off that is accrued by a non-exempt employee for overtime worked shall be taken within 13 pay periods following the pay period in which it was earned.

d) Request for Leave-

Except for sick leave, all leave must be authorized by the employee's department head prior to leave time being taken.

e) Credits for Paid Leave-

An employee, while on paid sick leave, vacation leave or other leave with pay, shall continue to earn credit for sick leave and vacation leave, but no leave credit shall be earned by any employee while on leave without pay.

F. OTHER EMPLOYEE BENEFITS

1. Health Care Program-

- a) All employees meeting the Affordable Care Act definition of full-time (working an average of at least 30 hours per week in a permanent position) shall be eligible for the City's group health care insurance program beginning on the first day of the month following the initial date of employment. A part-time employee who becomes a full-time employee shall be eligible for group health care insurance as of the date of change in employment status.
 - b) When an individual employee is required to contribute because of participation in the City's group health care program the amount of such contribution shall be a payroll deduction.
 - c) All costs for health care insurance shall be paid by the employee during any period the employee:
 - i. Is on a leave without pay (excluding Family and Medical Leave Act provisions);
 - ii. Is on suspension without pay;
 - iii. Is on unauthorized leave; or
 - iv. Is participating in any unlawful work stoppage.
 - d) No employee shall be entitled to a cash payment in lieu of health care insurance coverage.
 - e) Each employee should refer to the specific plan document, benefit booklet, or policy provided for each benefit to determine eligibility. A benefit plan document always supersedes all other information provided about a benefit. Summary Plan Descriptions (SPDs) can be found in City Clerk's Office and employees should see the City Clerk to request a copy.
- The City reserves the right to amend or terminate benefits at any time.

2. Retirement - OASDI Benefits-

All eligible employees of the City are under the federal OASDI social security system, and receive the benefits thereof in accordance with federal laws and guidelines. The cost of this benefit is

paid equally by the City and the employee, with the employee contribution subject to payroll deduction.

3. Retirement - KPERS/KP&F Benefits-

All eligible employees of the City are members of the Kansas Public Employees Retirement System (KPERS) and/or Kansas Police & Firefighter Retirement System (KP&F) and receive the benefits thereof in accordance with state laws and guidelines. Under current law, KPERS members contribute six percent of salary, by payroll deduction. The employer's share is determined by KPERS, and varies annually.

4. Workers' Compensation Benefits-

All employees of the City receive the benefits of the Kansas Workers' Compensation Act, in accordance with such laws and guidelines. The cost of this benefit is paid entirely by the employer.

5. KPERS/KP&F Death and Disability Benefits-

All employees who are contributing members of KPERS/KP&F are eligible for the insured death and disability benefits provided by KPERS/KP&F, which is supplemental to the regular KPERS/KP&F benefits. The cost of this benefit is paid entirely by the employer. This insured death and disability benefit begins on the first day of employment, whether or not the employee is a contributing member of KPERS/KP&F.

6. Unemployment Compensation-

All employees receive the benefits of the Kansas Employment Security (unemployment compensation) Act, in accordance with such laws and guidelines. The cost of this benefit is paid entirely by the employer.

7. Life Insurance-

In addition to the death benefits provided under OASDI, KPERS and KP&F, the City makes available to each employee the option of purchasing group life insurance, administered by KPERS/KP&F, on a payroll deduction basis. The cost of this additional life insurance is paid by the employee and varies with the options selected by the employee.

8. Deferred Compensation- 457 Retirement Plan-

All City employees may participate in any deferred compensation plan offered by the City, for which they are eligible. All employees working an average of 30 hours per week in a permanent position and who are enrolled in the Kansas Public Employees Retirement System ("KPERS") will be eligible for a one for one City matching contribution up to 3.00% of pay to the deferred compensation program offered by the City. This benefit is offered to those employees not enrolled in the Kansas Police and Fireman's Retirement System ("KP&F") to enhance equity between City contributions made toward retirement benefits of those enrolled in the KP&F program and those enrolled in the KPERS program. City contributions shall vest with the

Employee as matching contributions are made to the employee's Internal Revenue Code 457(b) account. Compliance with the annual contribution limits of Chapter 457 of the Internal Revenue Code shall be the responsibility of the Employee.

G. AUTHORITY TO DISCIPLINE

Department heads and/or the City Administrator shall have the authority and the responsibility to discipline employees for violations of the City's personnel policies and any departmental guidelines.

1. General Policy-

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the City organization is for the most part "self" discipline. It is the duty of employees to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the City and the department in which they work. Each employee is expected to be self-disciplined and to work hard at being the best at what he or she does and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline or is not successful in meeting the requirements of their job, it may be necessary for his or her department head or supervisor to consider disciplinary actions to correct the problem.

It is not possible to list every possible instance in which an employee may be subject to discipline, up to and including termination. However, the following list (which is not all-inclusive) provides instances in which an employee may be subject to discipline, up to and including termination:

- a) The employee violates the provisions contained in this Employee Handbook, or any other written guidelines or procedures applicable to the department in which the employee works;
- b) The employee's conduct reflects discredit to the City or hinders the effectiveness or efficiency of City operations; and/or
- c) The employee has performed an act of misconduct or has failed to perform an act which results in misconduct.
- d) The City Administrator believes discipline or termination would be for the good of the service of the City.

2. Disciplinary Actions-

The following types of disciplinary actions are possible:

- a) **Verbal Warning-**

A verbal warning is an oral reprimand given to an employee by his or her supervisor or department head. A record of the warning shall be recorded in the employee's file.

b) **Reprimand-**

A reprimand is a written censure to an employee by his or her supervisor or department head, a copy of which shall be recorded in the employee's file.

c) **Probation-**

Probation is a trial period of a specific length of time during which an employee is required to fulfill a set of conditions, to improve work performance, or to improve on the employee's job behavior. Failure to meet the probationary requirements may result in additional disciplinary actions.

d) **Salary Reduction-**

A salary reduction is the lowering of an employee's rate of pay within the pay range to which the employee's position is assigned.

e) **Demotion-**

A demotion is the placement of an employee into a position of a lower pay range.

f) **Suspension-**

A suspension is the removal of an employee from service, with or without pay, for a specific period of time.

g) **Termination-**

Termination is the removal of an employee from City employment.

There is no requirement that the discipline of an employee involve all, or any, of the above-referenced actions. For instance, if warranted, an employee may be suspended or terminated without any prior disciplinary actions.

3. Procedure for Disciplinary Action-

Whenever in the judgment of the employee's supervisor or department head justifies the application of disciplinary action other than a verbal warning, the supervisor or department head might, in appropriate circumstances:

- a) Document the misconduct in writing;
- b) Determine the appropriate disciplinary action to correct the problem;
- c) Meet with the employee to review the problem and the proposed disciplinary action. The meeting should be private and include only the employee, supervisor, department head or other persons requested to be present by the department head;

- d) Give the employee an opportunity to refute the facts or argue against the proposed disciplinary action. The employee may submit comments in writing to be attached to the record of the disciplinary action;
- e) Make a final decision as to the disciplinary action; and/or
- f) Notify the employee of the disciplinary action in writing, except for verbal warnings. A copy of the documentation of misconduct and a note as to the form of disciplinary action taken shall be provided to the City Clerk for insertion in the employee's personnel file.

The procedure noted above is discretionary and may or may not be utilized given the particular circumstances.

4. Misconduct Subject to Disciplinary Action-

The following is a list of misconduct which may subject an employee to disciplinary action, up to and including termination of employment. The list is not exclusive; it is only representative of the types of misconduct which may subject an employee to disciplinary action. This list is provided for general guidance to employees and does not alter the at-will nature of an employee's employment relationship with the City.

- a) Conviction of a violation of any state or federal criminal law.
- b) Conviction of a violation of any City law.
- c) Failure to follow prescribed City or departmental safety policies and procedures, including failure to notify his or her supervisor of unsafe working conditions and negligent or willful creation of unsafe conditions in the workplace.
- d) Violation of personnel policies and guidelines or departmental policies and guidelines.
- e) Inattention to duty, carelessness, breakage or loss of public property or funds or willful or negligent damage to public property or waste of public supplies or equipment.
- f) Incompetency or inefficiency in the performance of the duties of his or her position or failure to render satisfactory service.
- g) Insubordination or other breach of discipline.
- h) Discourteous or disruptive conduct or other offensive behavior in public, to the public or to employees and officers of the City.
- i) Abuse of leave, excessive absenteeism or tardiness or absence without leave.
- j) Temporarily leaving the workplace without the approval of his or her supervisor.
- k) Failure to give proper notice of absence.
- l) Sleeping on the job.

- m) Use of alcohol or drugs, off the job, to the extent that the employee's job performance or effectiveness as a City employee is impaired.
- n) Inducing or attempting to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful or official order or regulation.
- o) Unauthorized possession of firearms or other weapons on the job.
- p) Taking or using any funds or property of the City for personal use or for sale or gift to others or the making of any false claim against the City.
- q) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a supervisor or department head or knowingly making a false statement to any employee or officer of the City.
- r) Claiming leave time under false pretenses or falsifying attendance records for oneself or another employee.
- s) Possession or use of alcohol or drugs, except where prescribed by a physician, after being afforded the opportunity to seek professional attention, or use of alcohol or drugs, except where prescribed by a physician, while on duty. Sale of or offering for sale or giving away alcohol or drugs while on duty or at the workplace.
- t) Illegal harassment of any kind, including sexual harassment.
- u) Disclosing confidential records or information unless directed to do so by his or her department head or supervisor.
- v) Revocation or suspension of a certification or license, including a driver's license, when such is required as a condition of City employment.
- w) Material falsification of application for City employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of personnel administration.
- x) Giving or attempting to give any monetary consideration or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- y) Taking or offering to take from any person for the employee's personal use any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing of service or value intended to encourage the employee to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or service of value through his or her position in the service of the City.

In an appropriate case, an employee may be suspended, with or without pay, pending an investigation and review of the matter.

H. SAFETY

1. General Safety-

All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to City and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action.

2. Smoking Policy-

Smoking shall not be permitted in any enclosed City facility. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, cafeterias, employee lounges, stairs, restrooms, vehicles and all other enclosed facilities. This policy applies to all officers and employees of the City, contractors, and visitors. Smoking shall be permitted only at a reasonable distance of ten (10) feet outside entrances, operable windows and ventilation systems of enclosed areas where smoking is prohibited, so as to ensure that tobacco smoke does not enter those areas.

No Smoking signs shall be posted in all City facilities.

Those employees who smoke and would like to take this opportunity to quit are invited to call the free Kansas Tobacco Quitline (1-800-QUIT-NOW) for telephone cessation counseling and support.

3. Conceal Carry of Firearms-

Employees and officials, who are not otherwise prohibited by state or federal law, may carry a concealed handgun, consistent with the Kansas Personal and Family Protection Act, as amended, into City buildings, where the carrying of a concealed handgun is allowed under the provisions of state law.

- a) Any employee carrying a concealed handgun within a City building pursuant to the provisions of state law must keep said handgun completely concealed, in a proper holster or similar product, with all safety features in place.
- b) Storage of Concealed/Carry Firearms: It is the sole responsibility of the employee to maintain control of his/her concealed firearm and ammunition by ensuring that such firearm is on his or her person and attended to at all times.

- c) Employees are also permitted while on City owned property to store a firearm within their own vehicle provided that such storage is outside of plain view from the exterior of the vehicle and that the vehicle is locked when the employee is not in the vehicle.
- d) Other than certified law enforcement officers, it is outside of the course and scope of employment for any City employee or contractor to brandish, intentionally display, use, discharge, point or threaten any person with the use of a weapon in the workplace or in the exercise of his or her duties.
- e) An employee's failure to maintain a firearm in a concealed manner or locked as described herein could result in discipline, up to and including termination.
- f) In the event that a City employee or official discharges a firearm while on duty, the Roeland Park Police Department shall investigate the discharge and file a report of investigation with the City Administrator. Based on such report, the City Administrator, or designee, will determine whether it constitutes grounds for disciplinary action, up to and including termination. The discharge of a firearm while on duty may also result in criminal charges.

Subject to other policies and procedures of the City of Roeland Park and Kansas law, law enforcement officers are the only individuals authorized to use deadly force while acting for and on behalf of the City of Roeland Park. Employees who are not authorized to use deadly force do not have the immunities and are not entitled to the same indemnity afforded law enforcement and other employees authorized to carry firearms within the scope of their employment. The City will not provide for, reimburse, or pay attorney fees or other costs in defense of any employee who uses deadly force if the use of deadly force is not a function of said employee's job.

4. Uniform Policy-

The purpose of this policy is to establish a policy concerning the proper wearing of City apparel for non-public safety employees and to identify those items that are "safety equipment" and not uniforms. Items will be replaced, as needed, based on budgetary considerations. Each employee, upon being hired shall be issued the following uniform items:

a) Public Works Department

- i. Five shirts with City logo.
- ii. Three heavy sweatshirts with City logo.
- iii. One winter jacket with City logo.
- iv. One pair of coveralls with City logo.
- v. \$150 to be paid each year (at the beginning of the year) through payroll for the purchase of work pants.

b) Administrative

- vi. Five shirts with City logo.
- vii. Two sweatshirts with City logo.

c) Code Enforcement

- viii. Five shirts with City logo.
- ix. Two heavy sweatshirts with City logo.
- x. One winter jacket with City logo.
- xi. One Khaki pants.

5. Specifics-

- a) Uniforms (excluding work pants) will be purchased only three times per year (usually March, June and September).
- b) All uniforms (excluding work pants) are the property of the City and must be exchanged when receiving new items or returned when leaving employment with the City.
- c) Uniforms now in the possession of City employees must be exchanged prior to receiving new uniforms.
- d) It is assumed that employees who wear uniforms while not on duty do so to bring credit to the City and will not engage in conduct that is disgraceful or an embarrassment to the City.
- e) All new uniforms, with a City logo, shall be approved by the City Administrator.
- f) It shall be the responsibility of the employee to wash, clean and maintain any City uniforms.
- g) Appropriate non-uniform clothing may be worn when attending training, schools, meetings, luncheons, workshops, etc.
- h) The employee is responsible for any loss or damage of City uniforms due to neglect.
- i) The City Administrator may authorize exceptions to the Uniform Policy.

6. Non-Uniform Safety Items-

The following items are considered Safety Equipment and shall be provided to necessary employees. These will be replaced as needed due to normal wear and tear or when damaged. The old items shall be returned prior to issuing new items.

- a) One pair of steel toed (ANSI approved) boots (Paid by City up to \$160.00).
- b) One pair of leather gloves.
- c) One pair of safety glasses.
- d) One pair of full eye goggles.

I. TRAVEL POLICY

The City pays business-related travel expenses of its elected officials, employees and other with the approval of the department head and City Administrator, as long as the departmental travel seminar and education line-item budget would not be exceeded.

a) Approved Travel-

- i. Any function of the League of Kansas Municipalities if held within the State of Kansas.
- ii. Any function of the Mid-America Regional Council (MARC) if held within the member counties of MARC.
- iii. Any function of the Northeast Johnson County Chamber of Commerce.

b) Reimbursement Rates-

- i. Travel by personal car at the IRS-approved rate. In-state mileage shall be calculated by the City Administrator using the shortest distance method, plus five (5) miles per each day, or part thereof, that the person is engaged in City business. Out-of-state travel will be at actual odometer readings.
- ii. Other transportation, lodging and miscellaneous expenses at actual cost upon the submission of proper vouchers/receipts.

c) Meals-

- i. At actual cost upon the submission of proper vouchers/receipts for expenses not associated with travel requiring an overnight trip.
- ii. For travel requiring an overnight trip, the following per-diem (no receipts necessary) shall apply, or pro-rata based on the following:

In State		Out of State	
Breakfast	\$5.00	Breakfast	\$10.00
Lunch	\$10.00	Lunch	\$20.00
Dinner	\$15.00	Dinner	\$30.00

- iii. Banquets, lunches and other meals included in the registration fee or prepaid with the conference will be deducted from the per diem rate.

Individuals who are pre-registered for any event and not able to attend should make every effort to find another City official to go in their place.

J. EMPLOYMENT RECORDS

1. Personnel Records-

- a) Information contained in an employee's personnel file is highly confidential and is maintained by the City Clerk. The City Clerk shall keep adequate records of all persons employed, their

pay scale, time worked, accrued vacation and sick leave, all absences for vacation, sick or other leave, accrued overtime, and all other records directed to be made and maintained under these policies and guidelines or under applicable state or federal law. Employee medical related records shall be kept in a separate file in accordance with these same provisions. All employee files remain the property of the City and contain only items that have direct bearing on the employee/employer relationship. This includes any documents that relate to the employee's recruitment, selection and retention; the employee's job responsibilities and his/her ability to perform those duties; and the employee's present or future ability to perform work assignments.

- b) Employee files will be maintained by the City Clerk and must remain in the Administration Department at all times. Only authorized individuals have access to the information in these records.
- c) Managers should provide, to the City Administrator for review and approval, written notification of any corrective action or changes in the status for his or her employees. The City Clerk will maintain a record of all changes in the employees' personnel files.
- d) Current employees may request to review their personnel file. An employee's personnel file shall be available during office hours for inspection by that employee upon reasonable notice. Such request should be submitted to the City Clerk.

2. Access to Employee Files and Verification of Employee Records-

Information contained in an employee's personnel file is highly confidential and will be released only to authorized individuals within the City, upon receipt of a court ordered subpoena or to individuals with written authorization from the current employee. It is the City's policy to provide only limited information regarding a former employee in response to requests for references.

This policy shall be applied in accordance with the requirements of federal and state laws.

3. Release of Employee Files-

When an outside party requests information about a current or former employee, only the City Administrator or City Clerk is authorized to respond. Reference requests should be referred to the City Administrator or City Clerk.

All telephone or written inquiries for employment references must be referred to the City Administrator or appropriate manager. It is the general policy of the City that the City Administrator or City Clerk will release only the employee's dates of employment and job title; salary may only be verified in writing.

K. TECHNOLOGY AND ELECTRONIC COMMUNICATIONS

The purpose of this policy is to establish guidelines for use of the City's computer, communication, and related systems to ensure that this equipment is used in a manner consistent with its intended purpose and the mission of the City and to discourage or eliminate inappropriate use of the equipment.

1. Definitions-

a) Technology Equipment-

Includes all computers and related hardware and software, voicemail, electronic mail, internet access, internet e-mail, phone systems, network systems, voice and data communications, printers, copy and fax machines, video cassette recorders, cameras, pagers, radios, and electronic equipment in general which is owned by the City, licensed to the City, or otherwise provided for use by the City through the use of public funds.

b) Management Staff-

Department heads, their designees, or other City staff in supervisory positions.

c) Network-

Any City owned or operated computer, telephone, or electronic system.

2. General Computing and Network Policy-

- a) Violations to this Policy are subject to disciplinary action, including termination.
- b) All users of the City's technology equipment must adhere to City, state, federal, and international laws governing the use of such equipment. All users of the City's technology equipment should strive to use such equipment in an efficient and effective manner consistent with the City's mission, and must avoid unethical, unauthorized, or any other use of such equipment in a manner inconsistent with good stewardship of public resources.
- c) Any provision or provisions of this policy may be waived only for unusual circumstances, and only with the concurrence of an individual's supervisor and the City Administrator or his/her designated representative.
- d) Users of the City's network services shall promote efficient use of the networks to minimize, and avoid if possible, congestion of the networks and interference with the work of other users of the network.
- e) Encryption of communications will be allowed only if it is determined to be necessary for the protection of citizens or employees, or is determined to be an integral part of an employee's performance of their assigned work.

3. Prohibited Uses-

- a) Use of the City's technology equipment for threats, harassment, slander, defamation, obscene or suggestive messages and images, political endorsements, commercial activities,

or for the production or dissemination of any material which is discriminatory with regard to race, sex, religion, ethnicity, disability, sexual orientation, gender identity, and/or age is prohibited.

- b) “BIOS” (basic in and out system) passwords, unless approved by the City Administrator or his/her designated representative.
- c) Intentionally disrupting or damaging any of the City’s network services or any components of the system.
- d) Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent.
- e) Any unauthorized access or attempts to gain unauthorized access to data, system resources and passwords.
- f) Any attempt to secure system access privileges other than those assigned by the System Administrator or his/her designated representative.
- g) Decryption of system or user passwords.
- h) The copying or deleting of any software without the authorization of the City Administrator.
- i) Infringement on software licenses and copyrights.
- j) Loading of software onto the City’s network, or any component of the network, without the advance approval of the City Administrator or his/her designated representative.
- k) The intentional introduction of computer viruses or other disruptive programs into the City’s system.
- l) Sharing of passwords with other users.

4. Privacy Policy-

- a) No individual or group utilizing the City’s technology equipment should have any expectation of a guarantee of privacy in their use of the City’s technology equipment. The equipment is managed by the City for the purpose of City business, and authorized representatives of the City may access any aspect of the City’s technology equipment at any time for work related non-investigatory or investigatory purposes. Authorized representatives of the City may, without advance notice, access any portion of the City’s technology equipment for purposes related to claims of misconduct by City staff.
- b) Management reserves the right to monitor the use of any or all portions of the City’s technology equipment, including electronic messages either sent or received, electronic files stored on the City’s network, and internet sites visited.

- c) Management reserves the right to access, without notice, data or text caches, pager memory banks, e-mail, voicemail boxes or accounts, and other employer provided electronic storage systems.
- d) All data, information, electronic mail, and other documents contained on the City's network, or any component of the City's network, is City property, and may be accessed by authorized representatives of the City.

5. Electronic Mail Systems-

a) **Privacy, Confidentiality and Public Records Considerations**

- i. The City will make reasonable efforts to maintain the integrity and effective operation of its electronic mail systems, but users are advised that those systems should in no way be regarded as a secure medium for the communication of sensitive or confidential information. Because of the nature and technology of electronic communication, the City can assure neither the privacy of an individual user's use of the City's electronic mail resources nor the confidentiality of particular messages that may be created, transmitted, received, or stored thereby.
- ii. All electronic files and messages on the City's systems are periodically backed up and generally available for re-creation, even if erased.
- iii. In all electronic mail communications, be polite and use appropriate language.
- iv. Delete all messages from the electronic mail system when they are no longer needed to help efficiently manage network storage resources.

b) **Permissible Uses of Electronic Mail**

a. Authorized Users-

Only City employees and other persons who have received permission under the appropriate authority are authorized users of the City's electronic mail systems and resources.

b. Purpose of Use-

The use of any City resources for electronic mail must be related to City business. Incidental and occasional personal use of electronic mail may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use of City's electronic mail resources for personal purposes is subject to the provisions of this policy.

c. Prohibited Purposes

- i. Personal use that creates a direct cost for the City.
- ii. The City's electronic mail resources shall not be used for personal monetary gain or for commercial purposes that are not directly related to City business.

d. Prohibited Uses

Prohibited uses of electronic mail includes, but is not limited to the following:

- i. Do not use the City's electronic mail system for sending "junk mail" or "chain letters."
- ii. Never send electronic mail from someone else's account or electronic mail address.
- iii. Sending copies of documents in violation of copyright laws.
- iv. Inclusion of the work of others into electronic mail communications in violation of copyright laws.
- v. Capture and "opening" of other employees' electronic mail except as required in order for authorized employees to diagnose and correct delivery problems.
- vi. Use of electronic mail for personal political use.
- vii. Use of electronic mail to harass or intimidate or to interfere with the ability of others to conduct City business. This prohibition specifically includes any communication which violates the City's policies against illegal harassment and discrimination.
- viii. Use of electronic mail systems for any purpose restricted or prohibited by laws or regulations.
- ix. "Spoofing," i.e., constructing an electronic mail communication so it appears to be from someone else.
- x. "Snooping," i.e., obtaining access to the files or electronic mail of others for the purpose of satisfying idle curiosity, with no substantial City business purpose.
- xi. Attempting unauthorized access to electronic mail or attempting to breach any security measures on any electronic mail system, or attempting to intercept any electronic mail transmissions without proper authorization.
- xii. To distribute defamatory, fraudulent or harassing messages, or otherwise engage in any illegal or wrongful conduct.

e. City Access and Disclosure

By accepting and continuing employment, employees of the City are consenting to the City's monitoring of their e-mail communications on City equipment and/or on City premises and/or on City paid time.

f. General Provisions

To the extent permitted by law, the City reserves the right to access and disclose the contents of employee and other users' electronic mail without the specific consent of the user beyond the general consent provided as a condition of employment. The City will do so when it believes it has a legitimate business need including, but not limited to, those listed in Section (g) below.

Employees and other users are advised that the City's electronic mail systems should be treated like a shared filing system, i.e., with the expectation that communications sent or

received regarding City business or with the use of City resources may be made available for review by any authorized City official for purposes related to City business.

Any user of the City's electronic mail resources who makes use of an encryption device to restrict or inhibit access to his or her electronic mail must provide access to such encrypted communications when requested to do so under appropriate City authority.

g. Monitoring of Communications

The City will not monitor electronic mail as a routine matter but it may do so to the extent permitted by law as the City deems necessary for any valid business purposes, including employee supervision.

h. Inspection and Disclosure of Communications:

The City reserves the right to inspect and disclose the contents of electronic mail:

- i. In the course of an investigation triggered by indications of misconduct or misuse;
- ii. As needed to protect health and safety;
- iii. As needed to protect the rights or property of the City;
- iv. As needed to prevent interference with the business mission of the City;
- v. To detect employee wrongdoing; or
- vi. As required for employee supervision or performance management.

The City will inspect and disclose the contents of electronic mail when such action is necessary to respond to legal processes and/or to fulfill the City's obligations to third parties.

i. Limitations on Disclosure and Use of Information Obtained by Means of Access or Monitoring

The contents of electronic mail communications, properly obtained for City purposes, may be disclosed without permission of the user. The City will attempt to refrain from disclosure of particular communications if disclosure appears likely to create personal embarrassment, unless such disclosure is required to serve a business purpose or satisfy a legal obligation.

j. Special Procedures to Approve Access to and Disclosure of Use of Electronic Mail Communications

Individuals needing to access the electronic mail communications of others, to use information gained from such access, and/or to disclose information from such access and who do not have the prior consent of the user must obtain approval in advance of such activity from the appropriate City authority. Any employee accessing the electronic mail communications of others without permission will be subject to disciplinary action, up to and including termination.

6. Definition of City Authority-

For the purposes of this policy, City Authority is defined as having approval of the Governing Body or by the City Administrator.

7. Internet Access-

a) Authorized Users:

Internet access is provided to City staff only by approval of department heads, and with the concurrence of the City Administrator or his/her designated representative.

b) Purpose of Use-

The use of any City resources for internet access must be related to City business. Incidental and occasional personal use of internet access may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use of internet access resources for personal purposes is subject to the provisions of this policy.

c) Prohibited Purposes-

- i. Accessing adult entertainment, pornography, illegal, suggestive or other inappropriate material via the internet at any time from any City facility using either privately-owned or City technology equipment.
- ii. Personal use that creates a direct cost for the City.
- iii. The City's internet access resources shall not be used for personal monetary gain (i.e. engage in e-commerce, investment banking activities or gambling activities, legal or illegal) or for commercial purposes that are not directly related to City business.

8. Social Media/Blogging-

The City respects the right of any employee to maintain a blog and other types of self-published online journals, social media sites and collaborative web-based discussion forums. However, to protect the City's interests and ensure employees focus on their job duties, employees are expected to follow the guidelines and policies set forth to provide a clear distinction between you as an individual and you as an employee.

a) Purpose-

This policy outlines the protocol and procedures for use of social media to publicize official City services and events. In addition, this policy addresses the responsibilities of individual employees and City officials with regard to social media and the use of City resources (time/equipment), as well as responsibilities related to public records and open meeting laws.

b) Definitions-

- i. Social Media-

Various forms of discussion and information sharing, including blogs, wikis, social networks, virtual worlds, video posts, podcasts, message boards and online forums. Technologies include: picture sharing, wall postings, fan pages, e-mail, instant messaging and music sharing.

ii. Social Networking-

The practice of expanding business and/or social contacts by making connections through web-based applications. This policy focuses on social networking as it relates to the use of the internet to promote such connections for official City business for employees, elected and appointed officials who are using this medium in the conduct of official City business.

c) Policies and Procedures-

All official City presences on social media sites or services are considered an extension of the City's information networks and are governed by the Technology and Electronic Communications Policy contained in the City Personnel Manual and used for the limited purpose of informing the public about City business, services and events.

- i. All City social media sites must comply with applicable federal, state and City laws, regulations and policies. This includes adherence with established laws and policies regarding copyrights, records retention, Freedom of Information Act (FOIA), First Amendment, privacy laws and information technology, web standards, brand standards and media policies established by the City.
- ii. Each social media site used by the City will include an introductory statement that clearly specifies the purpose of the site and directs users to the City's website. In addition, wherever possible, links to information should direct users back to the City's official website for more information, forms, documents or online services necessary to conduct business with the City.
- iii. Purpose-To provide information to the users in a timely manner and to direct users to the website for additional information.

Employees representing the City via social media outlets must conduct themselves at all times as representatives of the City and in accordance with all human resource policies. Employees shall not disclose information about confidential City business on either the City's social media sites or their personal social media sites.

- iv. The City encourages the posting of comments by individuals; however, current elected officials are not to post on the City's official social media sites.
- v. The City's social networking content and comments containing any of the following forms of content shall not be allowed for posting:
 - o Comments not topically related to the particular site or blog article being commented upon;

- o Profane language or content;
- o Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation or gender identify;
- o Sexual content or links to sexual content;
- o Solicitations of commerce;
- o Conduct or encouragement of illegal activity;
- o Information that may tend to compromise the safety or security of the public or public systems; and/or
- o Content that violates a legal ownership interest of any party. The City reserves the right to remove content that is deemed in violation of this policy or any applicable law. Any participants on the City's official social media sites who are in continual violation of the posting/commenting guidelines may be permanently removed from the City's site.

The City reserves the right to temporarily or permanently suspend access to official City social media sites at any time.

L. CELL PHONE COMMUNICATIONS POLICY

It is the policy of the City to provide cellular telephones and/or wireless personal communications devices to designated employees in order to improve productivity, enhance customer service to our citizens, and/or to enhance public safety services.

It is also the policy of the City to maintain the right of access to and disclose of any and all messages communicated through electronic means when City-owned equipment is used. Regardless of the intent of the message (business or personal), any employee involved has no right to privacy, or to the expectation of privacy, concerning the content of any message or the intended destination of any message.

Decisions regarding the use of City cellular telephones and wireless personal communications devices, which are not explicitly stated herein, will be left to the discretion of the City Administrator. Department heads are authorized to administer, provide guidance on, and assure compliance with the features of this policy.

It is the policy of the City to provide reimbursement for cellular telephones and wireless personal communications devices to designated employees who can be recalled in order to improve productivity, enhance customer service to our citizens, and/or to enhance public safety services. At the City Administrator's discretion eligible personnel may obtain a personal cellular telephone,

and/or wireless personal communications device. The City will reimburse the employee at a monthly rate of \$15.00. Department heads will be reimbursed at a rate of \$30 per month.

1. Applicability-

This policy and procedure applies to all City employees, departments, and organizations. Departments which use a pool system for cellular telephones, or which have cellular telephones assigned to vehicles or positions instead of to individuals, may develop departmental policies and procedures and/or regulations which provide greater direction to their employees, as long as that direction is consistent with this policy.

This policy includes City-owned cellular telephones and other wireless personal communications devices, which are not directly connected to a telephone line. It does not apply to direct-wired landline telephones.

2. Authorized Usage-

City-owned cellular telephones and other wireless personal communications devices are intended only for City business. No personal use of City-owned cell phones is allowed. In the event of an emergency personal call, the employee shall reimburse the City of the proportional share of the current monthly fee and service charges, as well as the direct cost of the minutes used (i.e. roaming, long distance, rate plan minutes, etc.).

Employees should not use cellular telephones to discuss confidential or sensitive information, as cellular telephone conversations are not secured.

3. Eligibility Criteria-

Employees eligible for assignment of City-owned cellular telephones, and other wireless personal communication devices are those designated by the City Administrator, including but not limited to:

- a) Employees who are frequently in a vehicle, if the individual must conduct City business by telephone while in the field, and it can be shown that cost savings and customer service efficiency will be realized through use of such devices;
- b) Employees who have a critical need to maintain accessibility with other department heads, City management staff and public officials in order to ensure uninterrupted customer services and/or the integrity of the organizations;
- c) Public safety positions as necessary to provide immediate and direct telephone communications with citizens, outside agencies cooperating in operations or other resource entities outside of City government, and to provide for communications which may be inappropriate for mobile radios;
- d) Designated employees involved in the City's emergency response plan; and
- e) Department heads and employees who have a responsibility for responding to public safety incidents in the field.

4. Responsibilities of Department Heads-

The department heads are responsible for:

- a) Recommending requests for cellular telephones, and other wireless personal communications devices from their respective subordinates;
- b) Ensuring that requests are in conformance with the procedures outlined herein, or that exceptions are justified;
- c) Ensuring that all persons assigned a City-owned cellular telephone, and/or other wireless personal communications device are provided access to a copy of this policy, and that the individual is in compliance with it;
- d) Conducting annual reviews of assigned devices to determine if such assignments continue to be justified; and
- e) Informing appropriate employees responsible for City communications of all reassignments of cellular telephones, electronic paging devices and other wireless personal communications devices.

5. Responsibilities of Employees-

Employees who are assigned the use of City-owned cellular telephones, and other wireless personal communications devices are responsible for the following:

- a) Ensuring the physical security of such devices;
- b) Ensuring that all communications on such devices are kept to the briefest duration possible;
- c) Keeping personal communications to a minimum;
- d) Ensuring that any personal use does not detract from the employee's availability for completion of assigned duties; and
- e) Reimbursing the City for any personal calls sent or received at the rate established by the City Administrator.

6. Use of Electronic Communications Devices and Safe Driving-

All City employees are expected to drive with safety as the first consideration. This includes driving safely while operating cellular telephones and other wireless personal communications devices. Recommendations for safe handling of vehicle-based calling from the wireless communications industry include the following:

- a) When driving, use voice-activated dialing or have frequently called numbers pre-programmed into the device, or consider pulling off the road to dial (or ask passenger to dial);
- b) Do not use the wireless communications devices at all if there are hazardous road or traffic conditions; and

- c) Avoid multiple tasks when driving, such as trying to take notes while using a wireless communications device.

Employees are responsible for, and will be held accountable for, safe driving at all times.

7. General Statements on Use of Wireless Communications Devices-

- a) Use of a log-on or password does not imply any right to employee privacy of communication.
- b) Use of a deletion keystroke or process does not mean a message/document has been eliminated from a wireless communications device, e.g. pager.
- c) On City-owned wireless communications devices, the City or department reserves the right to monitor and record communications traffic at any time, without notice to any employee.
- d) Any abuse or inordinate use of those devices will be considered misconduct and indifference to work, resulting in possible disciplinary action, up to and including termination. Any employee responsible for inordinate use of wireless communications devices may also be held responsible for the resulting costs to the City.

8. Monitoring of Wireless Communications by City Supervisors-

Supervisory reviews of wireless communications may be conducted for business reasons. Supervisors may review the communications of their employees to determine if there have been:

- a) Breaches of security;
- b) Violations of City policy; and/or
- c) Misuse by an employee.

9. Disclosure of Information-

The City will disclose the contents of retrievable wireless communications messages, upon receipt of a valid court order or legal request, including Public Information (open records) requests. The City may disclose the contents of retrievable wireless communication messages if the information will assist in official internal or criminal investigations.

M. SEPARATION OF SERVICES

1. Resignation-

An employee who terminates his or her employment voluntarily shall be terminated in good standing, providing the employee gives a minimum of two weeks written notice to his or her immediate supervisor or department head. Under appropriate circumstances, a shorter period of notice may be approved by the employee's department head and the City Administrator.

2. Payment upon Termination-

An employee whose employment with the City has been terminated shall receive his or her final paycheck on the first regularly scheduled payday following his or her termination.

- a) Employees who terminate shall be eligible to receive pay for any accrued unused vacation.
- b) Employees who have worked for the city in a full-time capacity for 5 years or more and who terminate with proper notice, may convert unused sick leave up to a maximum of 480 hours to vacation time at the rate of eight (8) hours sick leave to one (1) hour of vacation. 'Termination with proper notice' is defined as giving prior notice: four (4) weeks for exempt employees and two (2) weeks for non-exempt employees. No conversion is allowed when there is an involuntary separation due to poor performance or misconduct, or other violations of City policies and/or procedures.
 - o Example: Maximum sick accrual of 480 hours converts to a maximum of 60 hours vacation.

N. EDUCATION REIMBURSEMENT

This policy is applicable to any regular, full-time City employee who has completed his/her required initial probationary period.

1. Policy-

The City will only consider applications for assistance with tuition and book expenses for degree programs (Associate, Bachelor, Master or Doctorate) according to the following criteria:

- a) Before beginning a course of study, an employee must receive approval from employee's department head and the City Administration prior to any request for tuition reimbursement; and
- b) An employee may be reimbursed only for courses of study which the City determines are directly related to the employee's present job or which will enhance the employee's potential for advancement to other jobs within the City; and
- c) Subject to budget availability, upon successful completion, as defined below, of any approved course, an employee may be reimbursed only the actual cost of the tuition for classes taken and any required course materials, but the City will reimburse up to a maximum of \$2,500 per calendar year; and,
- d) Eligible schools must be accredited by one of the six regional organizations recognized by the U.S. Department of Education; and
- e) On-line courses are permitted if offered through an eligible school and reviewed and approved through the regular tuition reimbursement process; and

- f) Tuition reimbursement must be approved by the employee's department head and the City Administration, at least ten (10) business days prior to the first day of class; and
- g) All documentation regarding tuition reimbursement must be submitted for reimbursement within thirty (30) calendar days of the completion of the final class or payment will not be rendered; and
- h) Reimbursement will only be considered for courses that are successfully completed with a grade of "C" or better for undergraduate courses, or with a grade of "B" or better for graduate-level courses. If an incomplete grade ("I") is received at the end of the term, the class must be successfully completed and documentation submitted for reimbursement within thirty (30) calendar days after completion. The date that the incomplete grade is officially replaced with another grade is the date that will govern with respect to tuition repayment; and
- i) The Education Reimbursement Policy will not duplicate other financial aid programs such as Pell Grants, Veteran's Administration Benefits, scholarships, etc. Any financial aid received will be deducted from the tuition and book fees reimbursed by the City; and
- j) If an employee's request for reimbursement under this policy is approved, he/she will be required to certify in writing, and agrees to re-pay the City all reimbursements he/she received if employee voluntarily separates from City employment within one year after receiving the reimbursement; and
- k) Any employee separated involuntarily within one year of reimbursement shall be required to make full repayment if the separation was for unsatisfactory performance/conduct.

2. Time Off For Class Attendance and Study Assignments-

Employees are expected to schedule class attendance and the completion of study assignments outside of their regular working hours. Employees will not be given paid time off, other than vacation and/or bonus days, to attend educational classes or to complete study assignments. In cases where productivity and proper supervision of employees are not adversely affected, management may approve changes in the work schedule to accommodate the pursuit of educational opportunities, however it is expected that educational activities will not interfere with employees' work. Any unsatisfactory job performance during class enrollment may result in forfeiture of educational assistance and/or disciplinary action up to and including termination of employment.

O. CITY SPONSORED MEMBERSHIP DUES POLICY

The City believes it is important for the members of the Governing Body and City employees to participate in professional organizations. While at the same time it is recognized that difficult

economic times have caused strains on the City's budget. Therefore, in the future, the following represent the only types of membership dues that will be approved:

a) **Professional association membership dues.**

A professional association is usually a nonprofit organization seeking to further the interests of individuals engaged in that profession. The professional association will directly relate to the member(s) job.

b) **Civic association membership dues.**

A civic association is usually a nonprofit organization seeking to further the interests of individuals engaged in a community and the public interest. The City will cover the first \$100 of a civic association membership fee and match 50/50 the next \$100. Any amount over \$200 will be the responsibility of the individual.

c) **Multi-individual memberships and dues.**

Multi-individual memberships and dues for organizations, such as the Northeast Johnson County Chamber, Mid-America Regional Council, League of Kansas Municipalities or National League of Cities under which one membership dues covers all members of the Governing Body and City employees. Multi-individual memberships/dues are subject to Governing Body annual review for value to the City.

P. REMOTE WORK POLICY

1. Overview

Remote Work is a long-term work flexibility arrangement, under which an employee performs the duties and responsibilities of their position, from an approved worksite other than the location from which the employee would otherwise work. The City of Roeland Park considers Remote Work a work option that may provide mutual benefit when both the employee and the job are suited to such an arrangement with City Administrator concurrence and preapproval. Remote Work may be appropriate for some employees and jobs and not for others. Remote Work is appropriate when an employee's work can be accounted for, and a clear record of time worked established. Remote Work in no way changes the terms and conditions of employment with the City of Roeland Park, nor does it change the job responsibilities, salary, or benefits. Employee agrees to comply with all existing job requirements and responsibilities.

Employees may be allowed to Remote Work subject to eligibility criteria and the approval of the City Administrator and the Department Director.

2. Scope

This policy applies to all full-time employees who are not in a probationary period or under a Performance Improvement Plan.

3. Designations

On-site – Position is required to be fully on-site.

Remote - A regular work schedule that is a hybrid mix of on-site and remote work. A hybrid work schedule is based on a regularly recurring schedule or based on specific times of the year. The schedule can be based on specific types of job tasks and schedules. Remote Work will be considered for up to two (2) workdays per week.

4. Eligibility Requirements

Positions will be analyzed for suitability for Remote Work utilizing the City's Remote Work Assessment Tool.

a) Position Suitability

Positions suitable for Remote Work will be determined based on the essential functions of the position being feasibly performed away from the central workplace where work is typically performed. Positions will be evaluated by the City and designated as on-site or remote. These designations will be reviewed by the City on an as-needed basis.

Characteristics considered to approve Remote Work include:

- The department must be open and accessible to the public for full services during official office hours.
- The department can maintain the same standard of services for constituents, employees, and members of the general public.
- Remote Work fits within the operational needs of the department.
- Assigned duties can be fulfilled within a Remote Work structure without additional workload being imposed on other staff.
- Access to remote access files exists.
- Remote Work provides for equal or increased productivity.
- Direct supervision can be provided at a level equal to or greater than on-site, including coaching, mentoring, and oversight over the employee who has a Remote Work arrangement.
- Information technology (hardware and software) resources and internet access is available to support Remote Work.

Characteristics considered to deny Remote Work include:

- The job requires the employee's physical presence, or access to physical files, space, equipment, meetings, technology that cannot be accessed in a Remote Work arrangement.

- Remote Work would detrimentally impair the Department's efficiency and/or performance.
- Job duties require routine in-person supervision, direction, or input from others who are on-site, for example during a period of training.
- Job duties require the employee to provide routine in-person supervision, directions, or input to other employees who are on-site.
- Establishing a Remote Work arrangement will require additional cost to the City, such as duplicated office or technology equipment.

b) Employee Suitability

Some employees may be better prepared than others to navigate the unique requirements of Remote Work. When evaluating a new Remote Work request or a request to extend an existing Remote Work agreement, the City will consider readiness to report on-site, employee performance, and the off-site space.

- 1) Any employee authorized to work remotely must be available to report to their designated City work location within 30-minutes of said request during their regular work schedule hours.
- 2) The employee must have a record of satisfactory performance in the workplace and has demonstrated the ability to:
 - Prioritize work to meet deadlines.
 - Display self-discipline and accomplish job duties with minimal supervision/direction.
 - Understand their role and expectations.
 - Be organized, highly disciplined and self-motivated.
 - Communicate and coordinate effectively with constituents, Supervisor, and team members over phone, email, and virtual communications.
 - Manage time effectively.
 - Meet work performance and/or productivity levels whether on-site or through a Remote Work arrangement.
- 3) The employee must have space that supports and is conducive to successful Remote Work arrangements including:
 - A safe, comfortable, and ergonomic workspace where it is easy to concentrate on work.
 - The level of security required for confidential work.
 - The necessary office equipment and software that meet City standards.
 - A telephone that will accommodate forwarded calls from the office phone.
 - Household members who will understand you are working and will not disturb you.
 - A walk through of the proposed work location can be required by the City.

Remote Work arranged by mutual agreement between the City and an employee shall be evaluated for continuation at least annually. The City has the discretion to evaluate more often, as necessary.

Remote Work arranged by mutual agreement between the City and an employee may be discontinued by either party at any time. If remote work is a requirement at the time of hire as a condition of employment, the City has the discretion to discontinue the arrangement at any time with reasonable notice.

5. Expectation of Professionalism

An employee who is Remote Working is expected to be at the designated Remote Work location and working the hours as approved by the City Administrator and Department Director. Any deviation or exceptions to this must be pre-approved by the Department Director.

Employees are expected to maintain their responsiveness, productivity levels, quality of work, and overall job performance while Remote Working.

Employees who work with confidential information are expected to maintain the strictest level of confidentiality while Remote Working, as they would in City offices.

Remote Work is not intended to permit staff to provide dependent care, perform personal work, or non-work activities during work hours. Personal tasks and errands should be performed during regular scheduled breaks and lunches while Remote Working. If an employee has situations that affect availability while Remote Working, they need to inform their Supervisor, and flex their time or use applicable benefited time-off in accordance with time-off policies. Prior approval for overtime must continue to be obtained per department work rules.

Employees are expected to maintain a professional appearance and attire while Remote Working because an employee may be asked to join a virtual meeting or call with little or no notice, and all employees authorized for remote work must be prepared to report on-site within 30-minutes, upon request, to meet changing workload requirements, the needs of the Department or constituents, or for other employment-related purposes. In-person meetings conducting business with the City shall only ever occur in City facilities.

Employees working off-site are required to adhere to all established policies and procedures.

6. Working Hours

Remote Working employees are expected to work during the City's normal business hours on their regularly scheduled days. Department Directors will work with employees on any case-by-case exceptions that may arise.

Non-exempt employees are required to accurately reflect all hours worked on their time sheet and take all meal and rest breaks in accordance with the Fair Labor Standards Act and applicable State Law.

An employee is to notify the Supervisor immediately if an employee is unable to perform work assignments due to equipment failure or other unforeseen circumstances. In the event of equipment failure, the Supervisor may immediately assign the employee back to on-site work.

7. Work Environment

Remote Working employees are responsible for setting up and maintaining a safe and ergonomic work environment in their home workspace. This includes following ergonomic best practices, such as using an ergonomic chair and keyboard, and maintaining proper lighting. Employees should continue to take regularly scheduled breaks and stand up and move around occasionally. Employees should consider their Remote Work workspace an extension of their City workspace and all work-related injuries and illnesses must be reported to the employee's Supervisor immediately.

The Remote Working employee's workspace should be, to the most reasonable extent, a workspace where the employee can work away from competing demands and distractions. The City will not be responsible for any costs associated with an employee's home office workspace, including Wi-Fi/internet connectivity expenses, printer cartridges, paper, etc. Internet connections should have an efficient bandwidth (50+meg) to perform efficiently. The City of Roeland Park will not be liable for damage to any employee's property resulting from Remote Working.

8. Taxes and Legal Implications

The employee must determine any tax or legal implications under IRS, State, and local government laws, and/or restrictions of Remote Working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

9. Security

Consistent with the City's expectations of information security for employees working at the office, Remote Working employees will be expected to ensure the protection of confidential City and client/customer information at all times and follow all security compliances. That includes the Remote Working employee taking only minimally necessary confidential information out of the office, locking, logging off and shutting down a City laptop when not in use, preventing inadvertent disclosure, and any other measures appropriate for the job and the environment. Maintaining confidentiality includes working in a location where third parties, including family members, will not be able to overhear or see confidential information in any format including written, verbal, or electronic. Employee acknowledges and understands responsibility to protect information based on classification level of information security.

10. Equipment

Employees are only to use equipment authorized by the City for City business use only. Employees shall use City-issued laptops exclusively for all City-related work. The use of personal devices, such as cell phones, will be at the discretion of the City. Monitors, desk-top computers, or other nonportable equipment in the employee's City workplace should remain at the City workplace, unless approved in writing by the City Administrator. Remote Working employees should communicate with their Department Director for any needed or appropriate Information Technology (IT) capacity/capability to perform their work duties.

The City reserves the right to monitor any and all equipment on the City network, and the right to remove or disable the network connection should the employee's equipment or use demonstrate the behavior of infection, indicators of compromise, or use in violation of the City's Technology and Electronic Communications Policy. The City reserves the right to monitor an employee's work activity. An employee must notify their Department Director in the event of equipment malfunction or theft, as soon as possible. Maintenance of City-owned equipment will be performed only by a City authorized technician. Upon termination of employment, all City property will be returned to the City immediately.

11. Performance

Department Directors are responsible for monitoring a Remote Working employee's work, performance, and accountability on a continuous basis. Approval for an employee to Remote Work may be discontinued at any time. Remote Working employees must comply with all existing City policies and procedures. Failure to abide by the Remote Work policy, or any other policies while Remote Working, may subject an employee to termination of the Remote Work arrangement and/or disciplinary action, up to and including termination.

12. Injury Reporting

Injuries sustained while working remotely that occur during work hours while the employee is performing the duties of their job must be reported following the City procedure.

13. Safety

The City is dedicated to promoting safety and wellness to all employees, including those working from locations other than the central workplace. All safety and wellness programs are available and accessible to employees when working remotely. Safety concerns should be immediately reported to a direct Supervisor.

14. Remote Work Agreement

I have read, understand, and have reviewed with my Supervisor all of the conditions for remote work described in the City's Remote Work Policy. I agree to all of the responsibilities of and conditions for remote work that are described in the Policy and this Agreement.

Basic Rules

- I understand that remote work is not an entitlement. Permission for remote work is based on job suitability, supervision, operational and team impacts, my past and future performance, ability to respond on-site in a timely manner, and permission from my Supervisor and City Administrator.
 - I understand that remote work may be suspended or terminated based on performance, business reasons, or at the sole discretion of the City, with or without advance notice.
 - I agree to be bound during remote work by all City policies and guidelines that would apply if I were working on-site.
 - I am expected to meet the same standards of performance as employees who do not work remotely.
 - I may be requested to provide more frequent and more detailed reports of my work and progress with respect to my work and agree in advance to do so.
 - I am aware that all applicable employment and labor law notices are posted at City Hall, Public Works, and the Police Department, to which I report when working on-site as well as related policies in the City's Employee Handbook.
 - I agree that remote work does not change the at-will nature of the employment relationship and that either the City or I may terminate the employment relationship at any time, with or without advance notice.
-

Hours

- I understand my remote work schedule will not exceed two (2) workdays per week.
- I understand that, if I am an exempt employee (not eligible for overtime pay), my described schedule is my baseline hours of work, and I am expected to work any additional hours necessary to complete my work on time and to the expected standard of performance.

- I understand that, if I am non-exempt (eligible for overtime pay), I must have my Supervisor's approval to work hours in excess of or other than these scheduled hours.
- I understand that, if I am non-exempt, I must take meal and rest periods in accordance with the Department and City policy.
- I understand that, if I am a non-exempt employee, I must accurately and promptly record all of the time that I work, regardless of whether that work was pre-approved or consistent with my assigned work schedule including off-the-clock work described below.
- I understand that, if I am a non-exempt employee, I must accurately and promptly record all of the start and end times of all work periods and meal periods. I do not have to record paid rest periods.
- I understand that, if I am a non-exempt employee, off-the-clock work is strictly prohibited while working remotely. Off-the-clock work includes checking and responding to emails and making and responding to phone calls outside of scheduled work hours.
- I will work and be accessible during my regularly scheduled hours, regardless of the location at which I work.
- I understand that remote work is not a replacement for appropriate dependent care or other responsibilities of my personal life. I must provide the same undivided attention to my work as if I were working on-site. If my personal circumstances prevent me from avoiding distractions or interruptions at the remote work site (for example, inability to obtain dependent care or attending to family medical needs), I will notify my Supervisor immediately. Any alteration in the schedule to accommodate dependent care needs must be approved by my Supervisor.
- I will keep personal disruptions, such as non-business telephone calls and visitors, to a minimum during regularly scheduled work hours.
- I understand that the City's attendance and timekeeping policies, vacation and sick time policies, and paid and unpaid leave policies apply to remote work employees in the same manner that they apply to employees who work on-site.

Benefits and Compensation

- I understand that compensation will remain the same when I work remotely because the job responsibilities of remote workers and on-site workers remain the same.

- I understand that I will continue to be covered under the City's workers' compensation policy for injuries arising out of and in the course and scope of my employment and during work hours, and in the designated work area of the home. I agree to promptly advise my Supervisor and file an accident report in accordance with the City's policy if I am injured on the job and will do so as soon as possible after the injury occurs.
 - I understand that the City is not liable for injuries occurring in my home workspace when I am not engaged in work. Further, the City is not liable for loss, destruction, or injury that may occur in, to, or around my home, including to family members or visitors.
-

Work Location

- I understand that, when I work remotely, I am authorized to work only at the approved location unless specifically authorized by my Supervisor to work while traveling and then only to the extent authorized.
 - I agree that I will not change my remote work location without prior approval by the City. If I want to relocate, I will first alert my Supervisor and Human Resources to request a change to my remote work location.
-

Workspace

- I will maintain my workspace in a safe condition, free from safety hazards. I will complete all safety checklists accurately and promptly submit them as instructed.
- I will make the work site accessible to City representatives for inspection as may be necessary to verify compliance with City policies or to investigate a workspace injury.
- I will notify my Supervisor if I no longer have a workspace that complies with the safety checklist or otherwise poses a safety hazard.
- I will notify my Supervisor immediately if something changes in my workspace and I no longer have a workspace that will minimize interruptions.
- I agree that no in-person City business-related meeting may occur in my personal residence. I, not the City, am liable for any injuries sustained by visitors to my remote worksite.
- I agree to use a workspace where confidential or proprietary information cannot be observed or accessed by anyone else, including other members of my

household. I agree to secure all confidential or proprietary information consistent with City policy.

- I agree to dispose of confidential or proprietary information only at my City work location.
- I will promptly report to my Supervisor any access to confidential or proprietary information by anyone other than myself, and any virus, malware or other impediment to the full functioning of my equipment and programs.
- I will promptly report to my Supervisor any loss or damage to City equipment, files, documents or other resources.
- I represent that I have determined that remote work from my designated workspace will comply with all applicable laws, including zoning, homeowner's association, and local business licensing laws. I will promptly notify my Supervisor if I become aware of any changes in such laws or rules that affect the use of my workspace for remote work.
- I agree to provide the City with access to the workspace upon reasonable notice and during working hours in order to retrieve equipment and supplies, ensure the workplace is compliant with this Policy. I agree that 48 hours' advance notice is presumptively reasonable for visiting the workspace during regular business hours, Monday through Friday, on days not recognized as City holidays.

Equipment and Supplies

- The City provides one workstation setup for each individual and that equipment can be used at my designated City location or at my remote workspace. I agree that if I need any other equipment to accommodate a medical or disability need, I am familiar with how to seek such accommodation and if not, I will inquire with Human Resources.
- I must care for any City-owned equipment provided in a manner suitable to the equipment and the purposes for which it was provided.
- I will promptly report to my Supervisor any damage or loss of the City's equipment, other loss or injury to the City's interests or any illness of or injury to myself.
- I understand that the City provides appropriate software licenses per employee regardless of work location. I will use City-supplied or approved hardware and software at all times for all work for the City. City software, in addition to the hardware, remains the property of City and may not be duplicated or modified for any reason.

- I have and will maintain an internet connection that provides a stable and secure connection from my home to the City's network.
- I agree the City will allow the use of personal cellular devices for remote work communications. The City is not responsible for any associated costs for the use, damage, or replacement of my personal cellular device.
- I agree to transact all City business on the City's network and voicemail systems that belong to the City or are approved by the City.
- I agree to send all email communications regarding City business through the City's email systems or as permitted by the City's information security policies.
- I understand and agree that all telecommunications, email, and all data on City equipment, systems, and storage media are owned by the City and that all City-related email and all data on any personal equipment, systems or storage media used for business are owned by the City. Such telecommunications, email, and data are subject to the City's policy regarding the ownership of and absence of privacy in such resources even if located at a remote location. I understand and agree that the City may retrieve and read any message or data composed, sent, received, or stored on its equipment, supplies, systems or storage media and may retrieve and read any City messages or data composed, sent, received or stored on my personal equipment. I expressly consent to electronic monitoring of all of the foregoing.
- I understand that the City may provide paper, files, pens, and similar office supplies from the office to which I report.
- I agree that my remote work under this agreement is entirely voluntary. I agree that any expenses incurred in connection with my voluntary remote work are not necessarily incurred on behalf of the City. I agree that I am responsible for expenses associated with my remote workspace, including but not limited to heat, electricity, internet service, phone, and printer.

Termination

- This Agreement may be terminated by either party at any time.
- I agree that upon request, termination of the Agreement, or termination of employment, I will immediately deliver to the City all City information, documents, files, storage media, supplies, equipment, and other property and all duplicates thereof on a regularly scheduled workday, as directed by the City at either my remote work site or office work site, immediately following a request, termination of the Agreement, or termination of employment.

- I agree to safeguard all the City-owned information, documents, files, storage media, supplies, equipment, and other property and all duplicates thereof until recovered by the City, regardless of any delay in the recovery by the City of such documents, files, storage media, supplies, equipment, and other property and all duplicates thereof, including such documents or information stored on my personal devices.

Remote Work Type and Schedule

Address for Authorized Work Location_____

Address Line 1_____

Address Line 2_____

City_____

State_____

Is this a new or updated request?

☐ New Request

☐ Update/Modification to an Existing Request

Do you have access to protected data?

☐ Yes

☐ No

☐ I don't know

Remote Work Schedule Days (Not to exceed 2 days)

☐ Sunday ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday

Signature_____

Employee Name _____

Job Title_____

Department_____

Department Director_____

City Administrator_____

City of Roeland Park
Employee Handbook
Receipt

I acknowledge receipt of a copy of the City of Roeland Park Employee Handbook adopted _____ . I also acknowledge that its provisions are guidelines, subject to revision by the Governing Body at any time, and are not a contract of any kind between me and the City of Roeland Park.

Dated: _____

Employee’s Signature: _____

Employee’s Printed Name: _____

Item Number: New Business- VIII.-F.
Committee 12/4/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 11/30/2023
Submitted By: Keith Moody
Committee/Department: Finance
Title: 2024 IT Service Agreement with Johnson County DTI (5 min)
Item Type: Agreement

Recommendation:

Staff recommends renewal of the Information Technology service agreement with Johnson County DTI for 2024.

Details:

Attached is the proposed 2024 agreement with Johnson County Department of Technology and Innovation for IT services. The service contract includes server support, application support, data management and backups, network monitoring and administration, data and internet security including anti-virus, and help desk support for 2024. The total fee for 2024 is \$44,295 (2023 was \$31,889). The County has made changes to their pricing model again for 2024 to more accurately reflect the total cost of the service they deliver. This is the primary contributor to the larger than normal (39%) increase in the fee. The County is also now requiring elected officials to be included in the Part Time User total, previously they were not included. The cost of IT staff has gone up and that too is reflected in DTI's revised rates.

In 2025 we will begin seeing a charge of \$500/yr./virtual server for virtual server hosting. Over the expected 5-year life of a server this equates to \$2,500 which is considerably less than the \$7k to \$9k the City would spend when replacing a stand-alone server. We will remove the server replacements from our CIP in conjunction with the 2025 Budget process. This new server method will evenly distribute those costs out over the life of the servers.

Staff supports moving forward with Johnson County providing us with IT support. The DTI charge in 2024 would equate to approximately 45% of a full time IT employee with benefits. In addition, DTI has a team of employees within each division of the department that respond to service needs. The agreement now incorporates detailed response time standards (page 4 of the agreement).

An additional consideration is that the City uses the County's fiber network and receives fiber internet service and phone service from the county at no cost. We previously paid \$16,200 annually for phone and internet

service through Consolidated Communications, this represents a significant cost savings, which would not be available to the City if we did not use the County's IT services.

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

Amount of Request: \$44,295	
Budgeted Item?	Budgeted Amount: \$36,225
Line Item Code/Description: 5218.101 IT & Communications	

Additional Information

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Moody, Keith	Approved	11/29/2023 - 11:03 AM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ 2024 IT Service Agreement with DTI	Cover Memo
▣ 2024 DTI IT Service Fee- Exhibit A	Cover Memo
▣ DTI Presentation on 2024 IT Services	Cover Memo

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

THIS INFORMATION TECHNOLOGY SERVICES AGREEMENT entered into this 7th day of December, 2023, by and between the City of Roeland Park, Kansas (“City”) and the Board of County Commissioners of Johnson County, Kansas (“County”).

WITNESSETH:

WHEREAS, the CITY is located within Johnson County, Kansas, organized and existing under the laws of the State of Kansas; and

WHEREAS, the County is a municipal government organized and existing under the laws of the State of Kansas; and

WHEREAS, the CITY desires to engage the services of the County for the purpose of providing information technology services; and

WHEREAS, the CITY and the County are authorized by K.S.A. 12-2908 to enter into an agreement with each other for the performance of a governmental service, activity, or undertaking; and

WHEREAS, the County’s Chief Information Officer has been authorized by the Board of County Commissioners to execute this Tech Agreement under Resolution No. 110-23; and

WHEREAS, the CITY and the County hereby agree to accept the terms and conditions of this Agreement.

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

1. The CITY and the County hereby agree that the Agreement shall be, and hereby is, renewed and extended for an additional term from January 1, 2024 through December 31, 2024 (“Term”).
2. The CITY has requested Information Technology Services from the County. The Master Service Agreement provides the service offerings, scope and support model, services response times, City responsibilities, County responsibilities, and the terms and conditions. The Master Service Agreement can be found here <https://www.jocogov.org/media/johnson-county-it-master-services-agreement>
3. The County shall provide the CITY the services as set forth in Exhibit A (“Services”), which is attached hereto and incorporated herein by reference.

4. The CITY agrees to share in the costs of those services by paying the amounts set forth in Exhibit A, which are the annual costs of the services. The prices stated in Exhibit A are based on the number of supported employees stated therein. If the total number of supported employees increases or decreases by 4 or more, then the total cost of this Agreement will be adjusted for the remainder of the contract period (pro-rated at the rate of \$1,060 per employee per year plus the cost of licenses).
5. As indicated in the Master Service Agreement, CITY must comply with the County standards in order to receive hardware and software support as indicated in Exhibit A. The County Standards can be found here <https://www.jocogov.org/media/hardware-standards>

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

CITY OF ROELAND PARK, KANSAS

By _____
Name and Title

Date _____

BOARD OF COUNTY COMMISSIONERS OF
JOHNSON COUNTY, KANSAS

By _____
William P. Nixon, Jr. Chief Information Officer

Date _____

APPROVED AS TO FORM:

Ryan Haga, Assistant County Counselor

Date _____

[Remainder of page intentionally left blank]

EXHIBIT A – SERVICES

DRAFT

EXHIBIT A**City of Roeland Park Services**

	<u>City</u>	<u>Police</u>
# of FT Users	10	14
# of PT Users	19	8
# of Devices	23	15
# of Servers	0	0

Locations Covered:

Police and Administration (City Hall) - 4600 W 51st Street; Roeland Park
Community Center - 4850 Rosewood Drive; Roeland Park
Pool - 4843 Rosewood Drive; Roeland Park
Public Works - 1800 Merriam Lane; Kansas City, KS

Support Services:	<u>City</u>	<u>Police</u>
Systems	\$7,668.96	\$8,494.85
Network	\$3,247.92	\$3,597.70
Security	\$3,975.27	\$4,403.38
End User Support	\$5,309.07	\$5,880.82
Sub Total for City and Police	\$20,201.22	\$22,376.74
Support Services Total	\$42,577.96	

Virtual Server Hosting & Other:	Moving to JoCo by 2024, so no charge. Virtual servers (3 @ \$500 annually for ea City & PD) Sire and RoelandPark.net & RoelandPark.org domain renewals	\$0.00	\$0.00
Software:	Check Point Licenses - 38 @ \$30 ea and 6 @ \$5	\$705.00	\$465.00
	Lansweeper licenses - 38 @ \$1.25 ea (desktop only)	\$28.75	\$18.75
Other:	Contract Administration Fee	\$250.00	\$250.00
Sub Total for City and Police		\$21,184.97	\$23,110.49
Total Managed Services		\$44,295.46	

Update on DTI/JIMS IT Services provided to Outside Entities

September 22, 2023

Agenda

- Introductions
- Background
- Restructuring of Support Agreements
- Cost Model
- Next Steps
- Feedback / Questions

Background

- Started in 2011 per County Manager request to provide entities within the County a cost-effective alternative to a managed service provider
- Cost recovery is based on
 - County's wage expenses and other actual costs
 - County Finance Policy 120.5 - Fees for Service
 - County Administrative Policy 170.150- Establishment of Fees
- The County is not a dedicated managed service provider and services are offered to the best of our ability

2023 IT Service Agreements

Entity	Start	2023 Demographics			2023 Services			
		Staff	Devices	Servers	User	Systems	Network	Security
Arts Council	2018	2	3	-	X		X	X
CFD2	2013	72	23	1	X	X	X	X
Fairway City/PD	2012	25	41	8	X	X	X	X
FD1/Spring Hill	2016	72	26	2	X	X	X	X
Mission City/PD	2013	64	83	6	X	X	X	X
Mission Hills	2012	11	15	2	X	X	X	X
NWCFD	2015	34	9	-			X	X
Prairie Village City/PD	2014	93	148	39			X	X
Roeland Park City/PD	2012	33	37	18	X	X	X	X
UCS	2013	6	7	-	X	X	X	
Westwood City/PD	2016	19	26	4	X	X	X	X
Total	2012	429	418	80	9	8	11	10

Restructuring of Support Agreements

- Common Master Services Agreement
 - Service Offerings
 - Scope and Support Model
 - Services Response Times
 - Entity Responsibilities
 - County Responsibilities
 - Agreement Terms and Conditions
- Exhibit A
 - Entity specific language

Service Offerings

- End User Support
 - Call center assistance during business hours, emergency on-call support, software installations/updates, antivirus maintenance, device configuration guidance, printer setup support, limited A/V troubleshooting, and computer setup aligned with County standards.
- Systems Support
 - Configuration, administration, and maintenance of Microsoft Windows servers, data backup solutions, virtualization, Microsoft Office 365, and Active Directory, including user account management from onboarding to offboarding.
- Network Management
 - Configuring, monitoring, and managing network equipment; resolving connectivity issues; overseeing firewalls and site filtering; providing ethernet and Wi-Fi access; bandwidth management; limited County network integration; and managing secure remote access solutions like VPNs.
- Cybersecurity Services
 - Threat detection and prevention within County's framework, basic vulnerability scanning, and documentation for Cyber Liability Insurance. At additional cost, implementation of multi-factor authentication (MFA) and Security Awareness Training.
- Application Support and Data Management
- Project Support/Professional Services

Scope and Support Model

- Exhibit A defines what users, devices, locations, and software are included
- Primary support is remote, with on-site as needed
- Support of users working remote may be limited given home internet variability
- Primary contact via support center by phone or email
 - Avoid direct individual communication, unless replying to a callback

Services Response Times

- Normal support is Monday - Friday 8:00 am - 5:00 pm excluding Johnson County holidays
- Emergency support is available 24/7
 - Entities with regular 24/7 operations may have surcharge to cover County overtime expenses
- Non-emergency requests outside normal hours must be scheduled at least a week

Response Time Objectives

Priority	Description	Response Time Objective	
		Normal Business Hours	Outside Business Hours
1	Critical - Total service outage where all users and functions are incapacitated.	Remote within 15 minutes. Onsite within 1 hour.	Remote within 1 hour. Onsite within 2 hours.
2	High - Major service disruption affecting a large portion of users or critical business operations.	Remote within 30 minutes. Onsite within 2 hours.	Remote within 2 hours. Onsite within 3 hours.
3	Medium - Partial service interruption affecting a few users or functions, but core business processes remain operational.	Remote within 2 hours. Onsite within 4 hours.	N/A - Response will occur during normal business hours.
4	Low - Minimal service impact with viable workarounds available or a request for new service.	Remote within 2 days. Onsite within 4 days.	

County Responsibilities

- Equipment Maintenance
 - County will manage and replace its supplied equipment.
- Software Provision
 - County will provide Antivirus and other software as billed as in Exhibit A.
- Surplus Equipment
 - County may offer Entity surplus equipment (value < \$1,000) under specific terms in adherence to County surplus property policies.
- Administrative Rights to Computers/Accounts
 - None provided to Entity without an approved exception.
- Software Support
 - County supports Microsoft Office 365, not Google configurations.
- Vendor Communication
 - County technicians can't communicate directly with Entity vendors/providers without a Entity representative or assignment.

Entity Responsibilities

- User Support
 - Covers full-time and part-time users and associated endpoint devices as defined in Exhibit A.
- Device Standards
 - Entity devices (desktops, laptops, servers, etc.) must meet County standards and provided spares if needed.
- Hardware/Software Licenses, Support, and Service Contracts
 - Entity purchases software licenses, including Microsoft OS and Office 365 licenses.
 - Entity must maintain inventory and contracts for their provided hardware and software.
 - Entity secures software installation, training, and support at their expense.
 - County assists with network issues but not software specialties.
- E-waste Services
 - Entity handles e-waste for their equipment.
- Primary Contact
 - Entity to designate a representative for all communications.
- Data Management
 - Entity handles local data backup and device security.

Cost Model

- Cost model considers County salary costs and number of users and devices supported.
- Any license or other costs are provided without a mark-up.
- On June 6, 2023, a notification was sent providing an estimated increase to the 2024 support services cost.
 - This estimate does not account for changes to the number of users, devices, servers, and other pass-through costs like software.
 - These estimates are still accurate for 2024 unless there are changes to services provided and/or the numbers listed previously.
- Inputs into the cost model will be updated annually based upon County Salary costs.

Next Steps

- The following is needed from each entity to finalize the 2024 agreement:
 - User Count - is defined as a person who utilizes a license computer either is a full-time (FT) or part-time (PT) capacity and their associated end point devices. This will be validated against O365 license count.
 - Device Count - includes desktops, laptops, MDTs. This will be validated against Lansweeper.
 - Server Count
 - Physical Locations Supported

Feedback

Questions

Item Number: New Business- VIII.-G.
Committee 12/4/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 11/29/2023
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Approve Funding Agreement with Johnson County for the 48th St & Roe Blvd Storm Pipe Lining Project (5 min)**
Item Type: Agreement

Recommendation:

Approve agreement with Johnson County for the 48th St & Roe Blvd Storm Pipe Lining project

Details:

Attached is an agreement between Roeland Park and Johnson County for the storm pip lining project for the pipelining and spot repairs to the 60" CMP located along 48th St & Roe Blvd. The city applied for funding through the SMAC program and was approved. The total cost of the project is \$630,314 which includes the cost of construction and part-time inspection. Johnson County will reimburse the city for 50% of the eligible project cost or \$315,157. The project cost breakdown is also attached. Council previously awarded the contract for this work. JOCO requires an agreement also be in place between the City and JOCO that spells out the funding terms.

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

Amount of Request: This agreement does not have a cost. It provides access to the \$315,157 of SMAC funds awarded.
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Budgeted Item?	Budgeted Amount:
----------------	------------------

Line Item Code/Description:

Additional Information**REVIEWERS:**

Department	Reviewer	Action	Date
Public Works	Moody, Keith	Approved	11/29/2023 - 3:37 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ Johnson County SMAC Project Funding Agreement	Cover Memo
▣ Project Cost Summary	Cover Memo

**Agreement between
Johnson County and the City of Roeland Park
For a Stormwater System Renewal Project
known as 48th Street and Roe Boulevard
1-RP-2023-R-509**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Roeland Park (the "City") pursuant to K.S.A. 12-2908.

Recitals

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the stormwater system renewal project ("Renewal Project") for the stormwater management project identified as 48th Street and Roe Boulevard (the "Project"), which meets the minimum requirements, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Renewal Project shall be undertaken in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
2. **Stormwater System Renewal Requirements.** The City agrees to select a responsible and qualified contractor or contractors to undertake and complete the construction of the Project ("Project Contractor"). The parties agree that it shall be the City's obligation to comply with and, to extent reasonably practical, to require the Project Contractor comply with, all applicable laws and regulations governing public contracts, including all applicable non-discrimination laws and regulations. The costs and expenses incurred by the City in connection with the Project shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement. Reimbursement will only be made for eligible stormwater assets which have been assigned an observed risk score of 3.2 or higher by the Stormwater Management Program under the 2018 Strategic Asset Management Plan (SAMP).
The SAMP can be found at https://jocogov.org/sites/default/files/documents/PWK/SMP/FINAL%20Submittal_JOCO%20SMP%20SAMP%20Report.pdf or will be provided upon request.
3. **Estimated Cost of Renewal Project.** The City represents it has established, a good faith estimate of the total cost for the renewal of eligible stormwater assets included in the Renewal Project of Six Hundred Thirty Thousand Three Hundred Fourteen Dollars (\$630,314). Cost estimates shall be prepared by qualified city staff or qualified independent contractor retained by the city.
4. **Administration.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Renewal Project in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Renewal Project. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from contractors and engineering service providers for loss or damage to life or property arising out of the contractor's or engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$2,000,000 on a per occurrence basis for general liability coverage for the general contractor and

\$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

5. **County Contribution Toward Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Renewal Project as follows:

Not more than once each calendar month, the City may submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County detailing total Renewal Project costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures. The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County may require the City to supplement the Payment Request as needed to satisfy the County, that the Payment Request accurately reflects properly reimbursable costs and expenses. Additionally, the Project Reimbursement Form shall be submitted with each invoice. The project reimbursement form can be found at <https://www.jocogov.org/dept/public-works/stormwater-management/about-smp/strategic-plan>, or will be provided upon request.

The County agrees to make payment to the City within thirty days following the Stormwater Program Manager's approval and acceptance of a properly documented Payment Request in an amount equal to fifty percent (50%) of the renewal costs incurred for eligible stormwater assets.

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

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

7. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows or if sent by electronic mail and received by the addressee:

If to the County:

Mr. Lee Kellenberger
Urban Services Division Director
Johnson County Public Works
1800 W. Old 56 Highway
Olathe, KS 66061

If to the City:

Donnie Scharff
Public Works Director
City of Roeland Park
4600 W. 51st Street
Roeland Park, KS 66205

8. **Effective Date.** Regardless of the dates(s) the parties execute the agreement, the effective date of this agreement shall be _____ provided the agreement has been fully executed by both parties.

**Board of County Commissioners of
Johnson County, Kansas**

City of Roeland Park

Mike Kelly, Chairman

Michael Poppa, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Robert A. Ford
Assistant County Counselor

City Attorney



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11/21/2023

SMP System Management Final Project Cost
2023 Storm Sewer Rehabilitation - 48th St and Roe Blvd
Project No: 0322001.07, SMP Project No: 1-RP-2023-R-509, City Project No: 24-PW-002
City of Roeland Park, Kansas

US Infra Rehab Services, LLC Bid					
Item No	Item Description	Unit	Estimated Quantity	Bid Unit Price	Total
1	Mobilization	LS	1	\$ 8,166.67	\$ 8,166.67
2	Traffic Control	LS	1	\$ 4,347.83	\$ 4,347.83
3	Clearing, Grubbing and Demolition	LS	1	\$ 5,304.35	\$ 5,304.35
4	Erosion Control	LS	1	\$ 2,195.65	\$ 2,195.65
5	Contractor Construction Staking	LS	1	\$ 3,043.48	\$ 3,043.48
6	Manhole Riser (48" I.D.) (New Buried Top Slab, 8'x8' I.D.)	EA	1	\$ 58,695.65	\$ 58,695.65
7	60" CMP (Type 2 Aluminized) (3"x1" Corrugations) (Excavated Replacement)	LF	14	\$ 3,265.82	\$ 45,721.48
8	60" CMP (Type 2 Aluminized) (3"x1" Corrugations) (Point Repair) (Internal or External)	LF	20	\$ 473.68	\$ 9,473.60
9	60" CMP Cleaning and Video Inspection	LF	662	\$ 5.00	\$ 3,310.00
10	60" CMP Lining (CIPP or Geopolymer)	LF	662	\$ 450.27	\$ 298,078.74
11	60" CMP Bypass Pumping	LS	1	\$ 96,530.32	\$ 96,530.32
12	30" RCP Cleaning and Video Inspection	LF	108	\$ 5.00	\$ 540.00
13	30" RCP Lining (CIPP or Geopolymer)	LF	108	\$ 331.92	\$ 35,847.36
14	30" RCP Bypass Pumping	LS	1	\$ 13,500.00	\$ 13,500.00
15	Permanent Seeding	AC	0.5	\$ 3,585.79	\$ 1,792.90
16	Sodding	SY	150	\$ 7.11	\$ 1,066.50
17	Force Account	SET	1	\$ 20,000.00	\$ 20,000.00

Subtotal \$ 607,614.53

Lamp Rynearson Construction Phase Services (City Task Order 22-05)		
1	Construction Contract Administration / Engineering During Construction	\$ 13,258.90
2	Construction Observation (part time)	\$ 9,440.00

Subtotal \$ 22,698.90

Total \$ 630,313.43

Item Number: Reports of City Officials:- XI.-A.
Committee 12/4/2023
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 11/29/2023
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Discuss Street Reconstruction Project Options vs Surface Treatment in 2024 (10 min)**
Item Type: Discussion

Recommendation:

Discuss 2024 Street Maintenance options for reconstruction versus surface treatments

Details:

Based upon our history from 2015 – 2023, the city has completed some sort of maintenance on all city streets with only a handful that need major maintenance. There are additional streets that are planned for reconstruction or are upcoming CARS projects. These include:

CARS Projects

- 2025 – 55th St(SMPKWY to Roe Blvd
- 2025 Mission Rd(47th St to 53rd St)

Planned Reconstruction Projects

- Roe Pkwy
- Rosewood Dr(51st St to Community Center) & Granada St(51st St to End)
- 2025 Nall Ave(51st to 58th St)

Residential Streets Remaining (needing heavy maintenance) Recommend for 2024 street maintenance.

- 47th Pl(east of Mohawk_ - PCI score_ 31.8 #2 Priority
- 47th Pl(west of Mohawk) – PCI score_ 15.2 #1 Priority
- 47th Terr(east of Mohawk – PCI score_ 38.8

- Pawnee Dr(Lucas Ln to 50th St – PCI score_28
- 48th Lane(48th St to End) – PCI score_20.6

The 2024 budget for surface treatments \$439K. Staff believe that forgoing surface treatments in 2024 is advantageous to be able to reconstruct a few streets that are completely failed or in serious condition.

Completing the 47th Pl cul da sacs would also include adding sidewalks and wouldn't need any sort of major maintenance for 15-20 years, or longer since the traffic volume is less.

Along with the \$439,000 budget amount for surface treatments, there is \$125K in the 250 fund (Stormwater Improvements) that is not allocated to a specific project in 2024 that could be used toward these projects. The Special Street and Highway fund does have \$2.3M in reserves available to cover the difference. This can be reflected when we do the 2024 budget amendment.

Community Impact: Utilizing a lens of intersectionality, illustrate how this item would promote the city's commitment to equity, including improving social determinates of health:

What are the implications to intersectionality?

- Does this item benefit all racial groups?
- Does this item benefit Community for All Ages?
- Does this item exclude or disproportionately impact any social identities? If yes, what populations and why?
- What (if any) social determinants of health are impacted by this item?
- What (if any) are the unintended economic and environmental impacts of this item?
- How has the impacted community been involved?
- How will the program be communicated to all stakeholders?

Financial Impact

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

Additional Information

The cost estimates reflect reconstructing both cul da sacs on 47th Pl. Total budget in 2024 is \$439,000, however the shortfall equates to between \$272K - \$377K depending of the recommended approach to address the stormwater on the eastside cul da sac.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Scharff, Donnie	Approved	11/30/2023 - 4:17 PM

Goals/Objectives & Terms

ATTACHMENTS:

Description	Type
▣ 2024 Cost Estimates	Cover Memo
▣ 2024 Storm Sewer Options	Cover Memo
▣ Street Maintenance History Map	Cover Memo



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 LampRynearson.com

**Preliminary Cost Estimate
 2024 Reconstruction
 Pipe to 47th
 Roeland Park, Kansas
 August 28, 2023**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	LS	1	\$20,000.00	\$20,000.00
2	Clearing, Grubbing and Demolition	LS	1	\$70,000.00	\$70,000.00
3	Sidewalk Construction (4")	SF	3725	\$9.00	\$33,525.00
4	Curb and Gutter (Type B) (Remove and Replace)	LF	300	\$90.00	\$27,000.00
5	Remove and Replace Driveway (Concrete) (6" Residential)	SY	599	\$140.00	\$83,860.00
6	Unsuitable Subgrade (Remove and Replace with Aggregate)	TON	270	\$65.00	\$17,550.00
7	Temporary Aggregate	LS	1	\$15,000.00	\$15,000.00
8	Aggreagate Base (6") (AB-3 OP Modified)	SY	2793	\$15.00	\$41,895.00
9	Asphalt Base (4") Type 5 MOD - 30% FRAP	TON	660	\$120.00	\$79,200.00
10	Asphalt Surface (2") Type 5 MOD - 30% FRAP	TON	339	\$135.00	\$45,765.00
11	Storm Pipe (24" RCP) (Class III Gasket)	LF	330	\$250.00	\$82,500.00
12	Inlet (4'x4') (Curb)	EA	1	\$10,000.00	\$10,000.00
13	Inlet (4'x4') (Area)	EA	1	\$10,000.00	\$10,000.00
14	Junction Box (4'x4')	EA	1	\$8,000.00	\$8,000.00
15	ADA Ramps	EA	4	\$2,000.00	\$8,000.00
16	Restoration	LS	1	\$25,000.00	\$25,000.00
17	Traffic Control	LS	1	\$10,000.00	\$10,000.00
18	Force Account	SET	1	\$20,000.00	\$20,000.00

Subtotal \$607,295.00
 Contingency (10%) \$60,729.50
 Construction Total \$668,024.50

Survey and Engineering (9%) \$ 60,122.21
 Construction Administration (5%) \$ 33,401.23
 Construction Observation (7%) \$ 46,761.72
 Material Testing (1%) \$ 6,680.25

Total Project Cost \$814,989.89
 Budget \$ 438,000.00
 Remaining Funds \$ (376,989.89)



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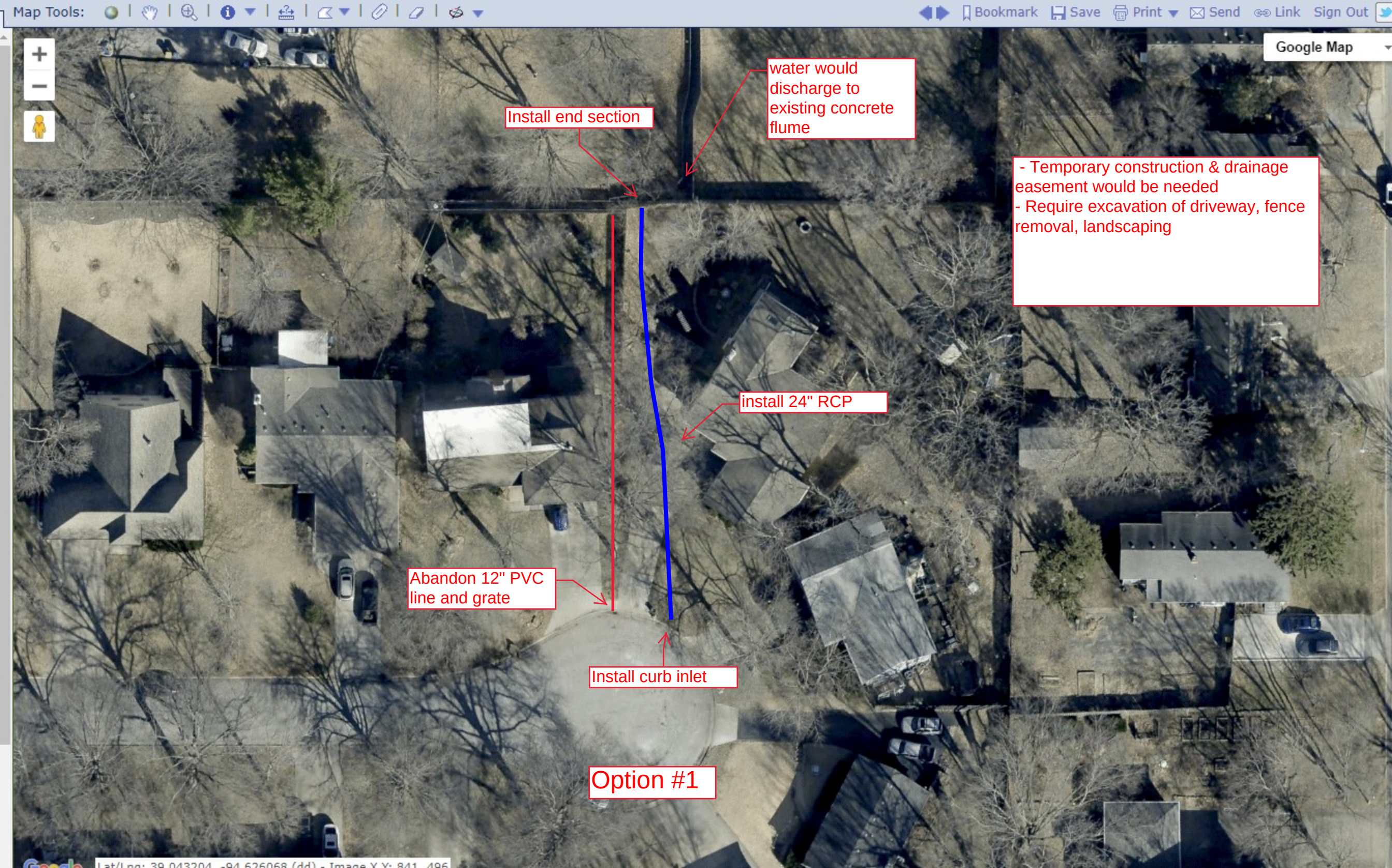
Preliminary Cost Estimate
2024 Reconstruction
Pipe to Backyard
Roeland Park, Kansas
August 28, 2023

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	LS	1	\$20,000.00	\$20,000.00
2	Clearing, Grubbing and Demolition	LS	1	\$40,000.00	\$40,000.00
3	Sidewalk Construction (4")	SF	3725	\$9.00	\$33,525.00
4	Remove and Replace Driveway (Concrete) (6" Residential)	SY	599	\$140.00	\$83,860.00
5	Curb and Gutter (Type B) (Remove and Replace)	LF	300	\$90.00	\$27,000.00
6	Unsuitable Subgrade (Remove and Replace with Aggregate)	TON	270	\$65.00	\$17,550.00
7	Temporary Aggregate	LS	1	\$15,000.00	\$15,000.00
8	Aggregate Base (6") (AB-3 OP Modified)	SY	2793	\$15.00	\$41,895.00
9	Asphalt Base (4") Type 5 MOD - 30% FRAP	TON	660	\$120.00	\$79,200.00
10	Asphalt Surface (2") Type 5 MOD - 30% FRAP	TON	339	\$135.00	\$45,765.00
11	Storm Pipe (24" RCP) (Class III Gasket)	LF	170	\$250.00	\$42,500.00
12	Inlet (4'x4') (Curb)	EA	1	\$10,000.00	\$10,000.00
13	Inlet (4'x4') (Area)	EA	1	\$10,000.00	\$10,000.00
14	Headwall and Wingwalls (24" RCP)	EA	1	\$15,000.00	\$15,000.00
15	ADA Ramps	EA	4	\$2,000.00	\$8,000.00
16	Restoration	LS	1	\$15,000.00	\$15,000.00
17	Traffic Control	LS	1	\$10,000.00	\$10,000.00
18	Force Account	SET	1	\$20,000.00	\$20,000.00

Subtotal \$534,295.00
 Contingency (10%) \$53,429.50
 Construction Total \$587,724.50

Survey and Engineering (9%) \$ 52,895.21
 Construction Administration (5%) \$ 29,386.23
 Construction Observation (7%) \$ 41,140.72
 Material Testing (1%) \$ 5,877.25

Total - \$711,023.91



Install end section

water would discharge to existing concrete flume

- Temporary construction & drainage easement would be needed
- Require excavation of driveway, fence removal, landscaping

install 24" RCP

Abandon 12" PVC line and grate

Install curb inlet

Option #1



Google Map

Connect to existing curb inlet

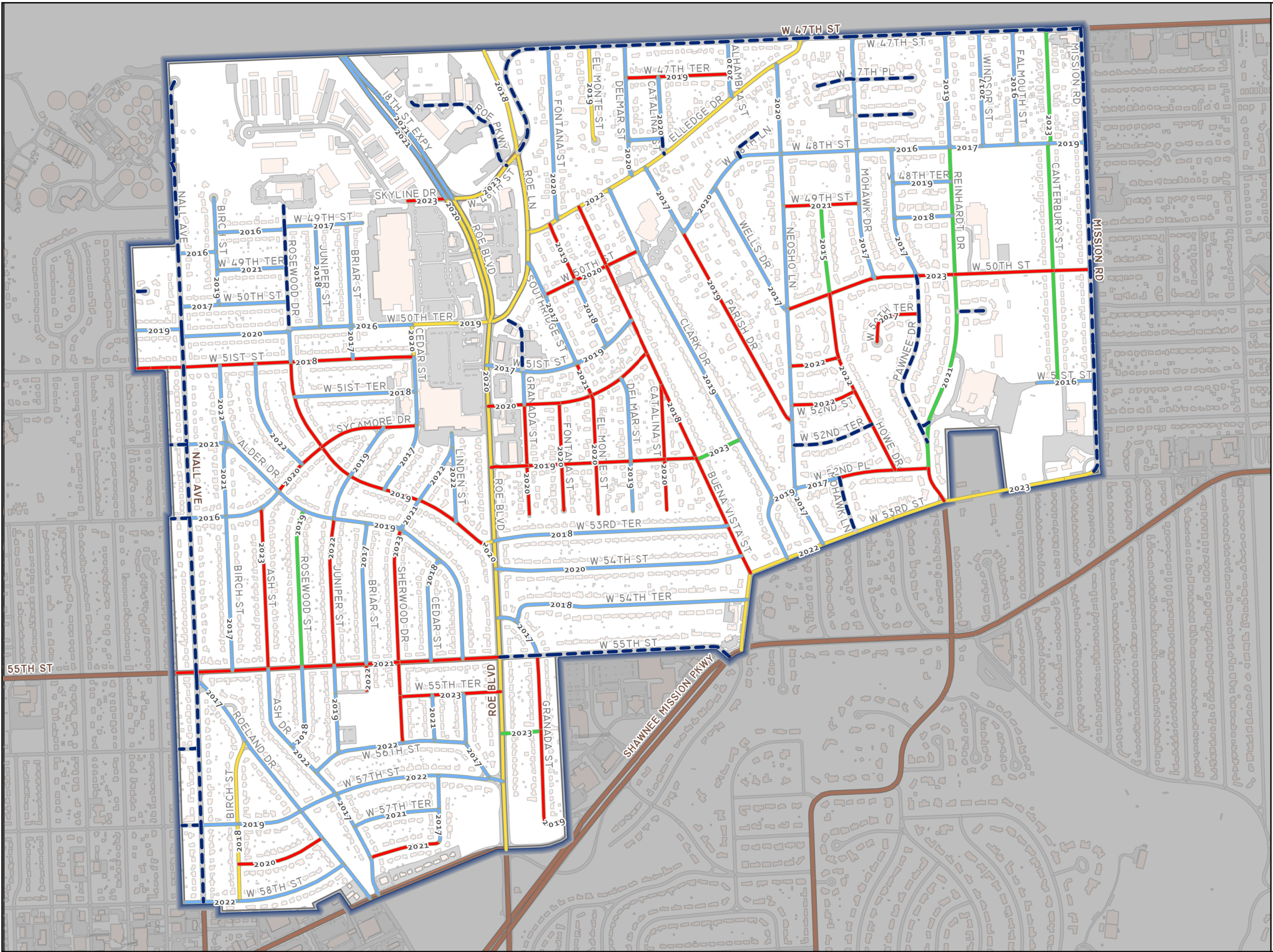
install 24" RCP

- require temporary construction & drainage easement
- R/R wooden/chain link fences
- \$100K more than Option #1

Abandon 12" PVC pipe & grate drain

install curb inlet

Option #2



LEGEND

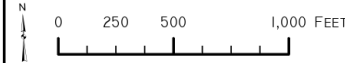
- CITY LIMITS
- BUILDING

TYPE OF TREATMENT RECEIVED

- CHIP SEAL
- MILL AND OVERLAY - 2 INCHES
- COMPLETE RECONSTRUCTION - AC
- UBAS

NO MAINTENANCE RECEIVED

- NO MAINTENANCE SINCE 2015



ROELAND PARK STREET PROJECT HISTORY (2015 TO 2023)

