

GOVERNING BODY WORKSHOP AGENDA
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
Tuesday, September 6, 2016 6:00 PM

- | | | |
|---|---|---|
| <ul style="list-style-type: none">• Joel Marquardt, Mayor• Erin Thompson, Council Member• Becky Fast, Council Member• Michael Poppa, Council Member• Ryan Kellerman, Council Member | <ul style="list-style-type: none">• Tim Janssen, Council Member• Teresa Kelly, Council Member• Sheri McNeil, Council Member• Michael Rhoades, Council Member | <ul style="list-style-type: none">• Keith Moody, City Administrator• Jennifer Jones-Lacy, Asst. Admin.• Kelley Bohon, City Clerk• John Morris, Police Chief• Jose Leon, Public Works Director |
|---|---|---|

Admin

Poppa

Fast

Finance

Kelly

Janssen

Safety

Thompson

Rhoades

Public Works

Kellerman

McNeil

I. APPROVAL OF MINUTES

- A. July 5, 2016
- B. July 18, 2016
- C. August 1, 2016
- D. August 15, 2016

II. DISCUSSION ITEMS:

1. Voting Delegates to the League of Kansas Municipalities Annual Conference (est. time 5 min.)
2. Committee Appointment and Reappointments (est. time 5 min.)
3. Discussion of Incorporating Agenda Item Process Flow Chart to Ordinance 931 (est. time 10 min.)
4. Discuss Weed Control Along Curb Line (est. time 10 min.)
5. Renewal of Building Inspection Service Agreement with Westwood
6. Consider Agreement with IBTS for Development Plan Review Services (est. time 10 min.)
7. Discuss Preschool Play Area Fence Replacement at Community Center

III. NON-ACTION ITEMS:

IV. ADJOURN

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

Below are the Procedural Rules of the Committee

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

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the Committee of the Whole meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. **Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.**
- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the Committee of the Whole during Public Comments and/or before consideration of any agenda item; however, no person shall address the Committee of the Whole without first being recognized by the Chair or Committee Chair. Any person wishing to speak at the beginning of an agenda topic, shall first complete a Request to Speak form and submit this form to the City Clerk before discussion begins on that topic.
- C. **Purpose.** The purpose of addressing the Committee of the Whole is to communicate formally with the governing body with a question or comment regarding matters that are on the Committee's agenda.
- D. **Speaker Decorum.** Each person addressing the Committee of the Whole, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the committee meeting. Any person, who so disrupts the meeting shall, at the discretion of the City Council President (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or be subject to removal from that meeting.
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the Committee

of the Whole, each speaker shall limit comments to two minutes per agenda item. If a large number of people wish to speak, this time may be shortened by the Chair so that the number of persons wishing to speak may be accommodated within the time available.

- F. **Speak Only Once Per Agenda Item.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Committee of the Whole.** Comment and testimony are to be directed to the Chair. Dialogue between and inquiries from citizens and individual Committee Members, members of staff, or the seated audience is not permitted. Only one speaker shall have the floor at one time. Before addressing Committee speakers shall state their full name, address and/or resident/non-resident group affiliation, if any, before delivering any remarks.
- H. **Agendas and minutes** can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: **APPROVAL OF MINUTES- I.-A.**
Committee **9/6/2016**
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **July 5, 2016**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 July 5, 2016 minutes	Cover Memo

GOVERNING BODY WORKSHOP MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Tuesday, July 5, 2016 6:00 P.M.

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member

- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member

- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Bohon, City Clerk
- John Morris, Police Chief
- Jose Leon, Public Works Director

Admin

Poppa
Fast

Finance

Kelly
Janssen

Safety

Thompson
Rhoades

Public Works

Kellerman
McNeil

CMBR Thompson called the meeting to order noting that CMBRS Rhoades, Kellerman and Kelly were not present.

I. MINUTES

1. April 11, 2016
2. April 18, 2016
3. May 2, 2016
4. May 9, 2016

The minutes were approved as presented.

II. DISCUSSION ITEMS:

1. Executive Session

PUBLIC COMMENT:

Tom Madigan (5316 W. 49th Terrace) Mr. Madigan compiled a history of executive sessions going back to January 2013, noting that there have been 46 such sessions. He also noted that they were normally held at the end of a meeting and not the beginning stating he believed this was rude and disrespectful to the audience. He also questioned the criteria for having an executive session and did not feel a sign discussion warranted the attorney-client privilege.

CMBR Fast said she would like to move to waive the attorney-client privilege and have the sign discussion in an open meeting. She said executive sessions should be the exception, not the rule, and feels that Roeland Park has made it the rule.

City Attorney Shortlidge said he preferred going into executive session where after the Governing Body had received attorney advise and chose to waive the privilege that would be acceptable. He stated he was uncomfortable giving legal advice in an open session without the Council knowing ahead of time what the information was going to be.

CMBR Thompson said she would like to hear the advice before waiving it.

CMBR McNeil thought a future Workshop discussion might include when it is appropriate to use the attorney-client privilege and the executive session.

MOTION: CMBR FAST MOVED AND COUNCILMEMBER JANSSEN SECONDED TO WAIVE THE ATTORNEY-CLIENT PRIVILEGE WITH REGARD TO THE SIGN DISCUSSION. THE MOTION FAILED 2-3.

MOTION: CMBR POPPA MOVED AND MAYOR MARQUARDT SECONDED THAT THE GOVERNING BODY RECESS INTO EXECUTIVE SESSION UNDER THE ATTORNEY-CLIENT PRIVILEGE EXCEPTION TO THE OPEN MEETINGS ACT IN ORDER TO RECEIVE LEGAL ADVICE CONCERNING SIGN REGULATIONS, WITH THE OPEN MEETING TO RESUME IN THIS ROOM AT 6:15 P.M. THE MOTION PASSED 5-0.

(Roeland Park Workshop in Recess until 6:15 p.m.)

CMBR Thompson reconvened the Workshop meeting.

MOTION: CMBR FAST MOVED AND CMBR JANSSEN SECONDED TO WAIVE THE ATTORNEY-CLIENT EXCEPTION TO THE OPEN MEETINGS ACT REGARDING SIGN REGULATIONS. THE MOTION PASSED 5-0.

CMBR Thompson said that during the Executive Session the Governing Body received advice regarding the City's sign ordinance and how it is affected by the new Kansas law and the United States Supreme Court case Clyde Reed, et al. v. Town of Gilbert, Arizona, et al. Guidance is needed to give staff direction on whether to pull signs in the right-of-way to be in compliance with the state law and also to clean up the sign ordinance as written.

Mayor Marquardt believed there are two questions were facing the Governing Body: how do the City's ordinance enforced and whether the City Attorney should move forward to work on cleaning up the language.

City Attorney Shortlidge said the current City ordinance prohibits signs in the right-of-way. The state statute passed in 2015 directs an ordinance cannot do that. He said the state statute is also content based and likely unconstitutional.

CMBR Thompson recommended Mr. Shortlidge recommend revisions to the ordinance.

City Administrator Moody asked for clarification on the changes requested of Mr. Shortlidge and whether these would be amendments to comply with the federal court decision or to comply with the state statute, which allows political signs in the right-of-way and are content based. The federal law does not address permitting signs in the right-of-way.

City Attorney Shortlidge said the Constitution does not dictate the placement of a sign in the right-of-way, but does say there cannot be content-based regulations.

CMBR Fast recommended following the state statute.

Mayor Marquardt asked the City Attorney to clarify that the number of signs are not regulated by the Constitution and the City can still set those limits.

CMBR Thompson said she would prefer to be in compliance with the Constitution over state regulations.

Mayor Marquardt supported keeping the City's ordinance as advised by the City Attorney as it is in compliance with the Supreme Court case.

After discussion, it was agreed to direct staff to leave the City ordinance as written until they have further information, but City Attorney Shortlidge will present at the July 18 Workshop updates that need to be made to the ordinance.

City Attorney Shortlidge clarified that staff is to enforce the ordinance and pull signs from the right-of-way. He added that the temporary sign provisions in the ordinance are content neutral.

2. Discussion of Change in Election Dates

City Attorney Shortlidge addressed changes to Charter Ordinance 32 regarding city elections.

SECTION 6(f). Mr. Shortlidge said he spoke with an attorney at the county legal department who advises the Election Commissioner. The county attorney advised that after speaking to the deputy commissioner in regards to the City's draft ordinance changes in the terms of timing to hold a special election to fill a vacancy was found to be acceptable. The current state statute reads an election needs to be held within 45 days of declaring the vacancy and the county recognizes that it cannot reasonably meet that deadline. The language has been changed to an August 1st filing deadline, which gives a 30-day process to notify people within a ward, get their filings and to be able to notify the election commissioner as to the candidates and let them be able to complete their process.

SECTION 3. The recommended change was that positions will expire on the third Monday in January. A presentation made at the City Attorney's Association suggested stating January is when positions will expire.

SECTION 5. This section adds back provisions relating to primaries that are currently in place by charter ordinance, but the statute chartered has since been replaced by new legislation which would, in effect, negate the charter ordinance. The new language in §5 will put the primary rules back in place, to be held if there are more than two candidates for a position. Primary applies only to regular election, not the filling of vacancies.

SECTION 6. At the end of the section, it was recommended to strike the provision, and that has been removed.

CMBR Fast said §7(e), doesn't quite reflect the initial will. She believed it should read "In the event that the vacancy occurs less than 60 days prior to the filing deadline, adding that the intent that there would be a two-month period if someone resigned, new people could file for the position and then there would be an appointment during the election period. As it is written, there are only a few days prior to the filing deadline that people can file.

City Attorney Shortlidge responded that §7(e) is talking about a position that would otherwise be subject to election at the next election, and provides for a temporary appointment.

CMBR Fast questioned if someone should resign after the filing deadline. She questioned the possibility of a four-year appointment. City Attorney Shortlidge this could require a special election.

Mayor Marquardt suggested adding language that if no one files for the vacancy a special election will be called.

CMBR Thompson questioned the language in §5, "first Tuesday of August of each odd-numbered year." She felt the language should be the first Tuesday after the first Monday of August to avoid a Tuesday, August 1 election.

City Administrator Moody said it remains an option to the Council to choose whether they want to have primaries before regular elections.

City Attorney Shortlidge said the statute does dictate primaries, but state primaries are held if more than three candidates apply for one position. The Council wanted to charter it to read more than two candidates.

CMBR Fast asked for clarification on the new §7(a), which states if a vacancy occurs 180 or more days, and in (e), is a vacancy less than 180 days. City Attorney Shortlidge clarified that this is a change in process depending upon when the vacancy occurs. If more than 180 days, then there will be a special election. If less than 180 days, then the position will be filled by the Council President or the most senior Councilmember who has signed a non-candidacy statement.

The Governing Body discussed notification of vacancy positions. CMBR Thompson said she believed they could publish notices in the local paper and put the information on the City's website to notify residents of a vacancy, adding that this will save staff time and City dollars. CMBR Janssen supported CMBR Thompson's recommendation.

City Clerk Bohon said postcard mailings to each resident averages \$.40 apiece.

CMBR McNeil asked for a clarification on the mailings. CMBR Thompson said the mailing would only be to residents living in the ward where the vacancy is. In the event of a mayoral vacancy, then it would be a city-wide mailing.

Mayor Marquardt said there were approximately 3,000 households in the city. Staff clarified that a mailing city wide would be approximately \$1,200 plus staff time and approximately \$400 per ward.

CMBR Janssen also recommended using the NotifyJoCo system as well.

Mayor Marquardt said he still preferred mailing to residents as a way to reach them.

There was a majority consensus to do away with the mailings for both mayor and council vacancies.

This item will be moved to New Business at the July 18 City Council meeting for review of the discussed changes.

3. Parks Committee Bench Selection

Public Works Director Leon reported that the Parks Committee created a subcommittee consisting of two Parks members and a Public Works staff member to research replacement benches that are needed throughout the City. Two parks they focused on were Carpenter Park with three benches, and Granada Park with four. The subcommittee focused on what type of benches would best fit the theme of the parks with Carpenter being a quiet park and Granada more rustic.

Mr. Leon provided pictures of the two parks' existing benches drawing attention to the warping of the ones in Granada Park and the fading, scratches and graffiti on the ones in Carpenter Park. Recommendations to the Council are for three eight-foot benches for Carpenter Park, and four benches in Granada, two with backs and two backless. Public Works will install the benches and install concrete pads for them in Granada. Carpenter Park benches will be installed into the existing brick.

Public Works Director Leon then asked for Council support so that staff and the Parks Committee can move forward with purchasing the benches. He said he was anticipating a fall installation.

CMBR McNeil inquired as to the reason for metal benches. Public Works Director Leon said they're a little more maintenance friendly noting that the current plastic benches can be carved into easily and the wood benches at R Park have had an issue with defacement. Steel metal benches can also be repainted if needed to make them look brand new again. He said he realized there's concern with heat, but no matter which option you choose you will be sacrificing something.

CMBR McNeil said she liked the current benches at Carpenter Park as they're very comfortable. She said the metal ones look uncomfortable and they're going to be hot. She recommended repainting the existing Carpenter Park benches which would certainly be a lot less money. Public Works Director Leon said they could be painted and it would make them look nicer, but felt this goes against what he has been hearing in past meetings in regards to taking care of the City's parks and keeping up with their amenities. CMBR McNeil said she didn't believe it was worth sacrificing comfort for something new and shiny.

CMBR Poppa asked about the shade in Carpenter Park. CMBR McNeil said they're shaded during different parts of the day depending on where you sit. CMBR Poppa said he was hoping the recommendation would be the wooden benches as in R Park. Public Works Director Leon said the wood on those benches has been splitting. They have had the manufacturer come back and see about replacing some of the slats. The manufacturer's comment is some of this is natural for the wood. Mr. Leon said a lot of work went into getting those benches and it's frustrating from

the fundraising group's end because of their effort. He did state that it's not an installation issue, but just how they've weathered.

Mayor Marquardt said he wants to honor the Parks Committee's recommendation, but feels the punched hole design in the benches makes them look very cheap. He asked if it was considered to repaint or save the existing benches. He also agreed with CMBR McNeil on the comfort issue adding that he would think they would have the capability of doing something pretty interesting with the existing ones for less price and better comfort in the end. He reiterated he hates to go against Parks, but felt the existing type of benches would look to be more comfortable.

Public Works Director Leon said that was not focused on and the amenities that were listed in his cost replacement analysis. They focused on what needed to be replaced which was more of the "sour-looking" amenities in the City.

CMBR Fast said the Parks Committee spent a lot of time looking at all the options and that the subcommittee met with different companies. She also went and looked at different parks noting that a majority of them already have the metal benches because they last a long time, the paint doesn't chip, they're hard to graffiti and have good warranties. Ms. Fast said she support the Parks Committee's recommendation.

Public Works Director Leon said the benches chosen for Granada Park is because they match closer to the picnic tables and trash cans.

CMBR Thompson said she would echo CMBR Fast's comments and supports the Parks Committee's recommendation.

CMBR McNeil said she appreciates the works of the Parks Committee, but doesn't understand changing out something that works really well when it can be upgraded as opposed to something that's so uncomfortable.

CMBR Poppa thought they might not fit into Community for All Ages lens for the city, and asked if the Parks Committee or Mr. Leon looked into that viewpoint. Public Works Director Leon said their focus was to find a nice, quality bench that had low maintenance and that would fit within the theme of the parks.

CMBR Fast said at a Parks Committee meeting there was discussion to make sure the benches had side arms to help one get up.

Mayor Marquardt said he could endorse the Granada Park benches as he felt they fit in more with the park. The issue he has is they're very thin. As for Carpenter Park, he said the backdrop is a massive concrete back wall that's all and then with the placement of thing metal benches he didn't feel design-wise it would work very well. He said he would like to see the painted option for Carpenter Park and if it doesn't work, he may be able to endorse the recommendations then.

CMBR Poppa said the look of the Carpenter Park benches is more in the lens of Community for All Ages, the comfort level, when in direct sunlight it doesn't retain the heat. He noted that Carpenter Park is different than Granada, in that people go there to read and relax, but go to Granada to play.

CMBR Fast said she did not support the Mayor's recommendation. She would like to see new benches in Carpenter Park rather than throw on paint on them which will look low-grade, and won't look professional and the paint will chip. She said if the Council does not like the recommended selections, the item should be sent back to Parks for a different bench. She wants to make sure that the benches don't make the parks look as though they're half cared about.

CMBR Fast then invited CMBR McNeil to the next Parks Committee meeting to offer her input. CMBR Thompson said the next meeting would be July 13th at 6:00 p.m.

There was agreement to accept the bench recommendations for Granada Park.

Public Works Director Leon said he will be bringing the entire request back since the City would be getting a discount by purchasing all of them at the same time. He said he will probably not move forward with Granada Park at this time, but will advise the committee to research some different options for Carpenter and will bring the item back to a Workshop meeting.

CMBR Janssen asked where the old benches go. Public Works Director Leon said they would just dispose of them.

CMBR Fast said an option may be to place them along the bike trail at Nall Park.

4. Ward 3 BZA Committee Appointment

City Clerk Bohon said the recommendation to fill the Ward III BZA position is Mike Baugher.

There was Council agreement to move this forward to the July 18 Consent Agenda for approval.

5. Leaf Pickup Contracts Westwood and Westwood Hills

Public Works Director Leon put together the 2016 Leaf Pickup Contract for Westwood and Westwood Hills. The pickup date for Westwood Hills is December 3rd and Westwood is December 8th. For the City of Westwood, their overall total increase will be \$17 more an hour, while the increase to Westwood Hills is \$114. Both cities saved some money on fuel costs because fuel is lower this year than last year. He added the City has provided this service the last couple of years and that it has gone smoothly. He also said that Westwood Public Works is a big help. Both cities have their contracts and will be presented to their respective governing bodies. Mr. Leon would like to move this forward for Council approval at the July 18th meeting, and if there are any changes, he will bring them forward at that time.

CMBR Poppa asked about how a change in fuel costs would affect the contract and when the City receives payment for its services. Mr. Leon said the contract is based on current fuel costs and payment is received after the service is complete, usually in middle to late December. Mr. Leon also said there is room in the contract in the event fuel does increase.

There was agreement to move this forward to the July 18 Consent Agenda.

6. Direction Needed on Citizen Survey Topics Unique to Roeland Park

Ms. Jones-Lacy asked the Governing Body for their input on survey topics to propose to ETC, who will then put together the actual phrasing of the questions. Staff wants to know what the Governing Body is looking for and what their goal is in conducting the survey. They want input on the types of information they would need to feel as though this were a valuable effort on the City's part. Ms. Jones-Lacy said she has already received a few questions from the Mayor and City Administrator Moody has spoken with some Councilmembers with regards to what they would like to see.

City Administrator Moody did say space is limited on the survey and it is anonymous.

Entertain a stormwater fee used for ongoing maintenance of stormwater infrastructure.

CMBR Poppa said he would like to see a section for satisfaction with various aspects of city leadership, elected officials, appointed officials and staff. This would encompass overall effectiveness, quality of leadership, accessibility and responsiveness of City leaders. He would also like feedback on how the City ethically conducts its business, effectively manages city resources, and whether is the city prepared for an emergency, financial or otherwise.

CMBR Fast said she would like more detailed questions because she felt the last survey was limited and the questions were leading.

CMBR Janssen would like to add the Northeast Roe project to the development question.

City Administrator Moody said the survey is scheduled to be out in August with results anticipated in October.

CMBR Poppa would like to see if city services and facilities for all ages of the population are adequate with regards to accessibility, sustainability, walkability, bikeability, aging in place, et cetera.

City Administrator Moody some of the questions will be open-ended looking for ideas from the community.

There was discussion whether to place a stormwater fee question on the survey. After a brief discussion, the agreement was to strike that idea as it is too complicated. Public Works Director Leon commented that a stormwater fee would help the Public Works maintain the City's infrastructure.

7. Code Enforcement Update

Ms. Jones-Lacy reported that the City Code Enforcement Officer has logged 249 specific incidents that included follow-up actions, city-wide inspections, and includes repeat offenses. Repeat offenses accounted for 6 percent of the items, but 90 percent of the cases are resolved. They have found that grass and weeds are the most common problem, followed by portable storage units placed longer than allowed and unlicensed rentals.

Ward I enforcement activity appears lower than the other due to the Boulevard Apartments being the largest section of the ward and grass and weeds being the major issue during this time period.

III. ADJOURN

Ms. Jones-Lacy reported that the City Code Enforcement Officer has logged 249 specific incidents that included follow-up actions, city-wide inspections, and includes repeat offenses. Repeat offenses accounted for 6 percent of the items, but 90 percent of the cases are resolved. They have found that grass and weeds are the most common problem, followed by portable storage units placed longer than allowed and unlicensed rentals.

Ward I enforcement activity appears lower than the other due to the Boulevard Apartments being the largest section of the ward and grass and weeds being the major issue during this time period.

(Roeland Park Workshop Adjourned)

Item Number: APPROVAL OF MINUTES- I.-B.
Committee 9/6/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: July 18, 2016
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 July 18, 2016 minutes	Cover Memo

GOVERNING BODY WORKSHOP MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, July 18, 2016 6:00 P.M.

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member

- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member

- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Bohon, City Clerk
- John Morris, Police Chief
- Jose Leon, Public Works Director

Admin

Poppa
Fast

Finance

Kelly
Janssen

Safety

Thompson
Rhoades

Public Works

Kellerman
McNeil

Mayor Marquardt called the meeting to order noting that CMBRS Janssen and Thompson were not present.

I. MINUTES

1. April 4, 2016
2. May 16, 2016

The minutes were approved as presented.

II. DISCUSSION ITEMS:

Item 6 - 2016 Stormwater Maintenance Project will need approval at the Council meeting as Public Works needs to get easements to move the project forward.

Item 10, Renewal of Condo Lease for Scenic Roads will be taken up at the Council meeting as their lease is up at the end of July.

Item 11, Commerce Bank Development Agreement Amendment will be taken up at the Council meeting during the Commerce Bank Update.

1. Granada Park Skate Competition Request

This item was postponed as the speaker was unable to attend the meeting.

2. Bike Walk Ad-Hoc Update

CMBR Kelly said the ad-hoc committee is in the middle of writing their report that reflects their year-long research project and will make the presentation during the August City Council meeting.

3. SKW Task Order #34 Roe Blvd Traffic Study

Public Works Director Leon said essentially the focus of the study is to get traffic count updates for Roe Boulevard and to look at two locations where they could potentially remove traffic signals. The reason for the study is the city will be putting out an RFQ for design of the Roe Boulevard project for 2020. Part of the STP grant submitted to MARC was to investigate the possibility of reducing traffic signals a ½ portion of Roe.

CMBR Rhoades asked if it was discussed whether to add a signal near the cave site and I-35. Mayor Marquardt added that there could possibly be a full break access to the east side through both lanes near where the police turnaround is.

Public Works Director Leon was unsure whether the limits of the study would go as far north as 48th Street.

Howard Lubliner from SKW said they could include a preliminary evaluation and that there are 12 things that need to be evaluated if a traffic signal is warranted. He said it was a bit premature to make that decision as it is still unknown what type of traffic generation would be in that development. They could look at in broad terms, but it's too early to identify the need and placement of a signal. The proposed survey data to be collected will include peak hour traffic counts, 24-hour counts, take into account traffic generation from new development.

Mayor Marquardt inquired about traffic signal coordination. Mr. Lubliner said that has been addressed in previous studies and is scoped to be implemented as part of the upcoming Roe Boulevard project. A big of the STP funding is looking at congestion mitigation, air pollution benefits, and things like that. Currently it is hard to have signal coordination due to the density of signals on Roe Boulevard. The hope is that potentially removing a couple signals and combining the signal timing and coordination should improve things.

Mr. Lubliner said the light between Lowe's and Price Chopper and the one at Roe Lane are the ones being at looked at for possible removal and could be accomplished by modifying traffic movements.

There was discussion that more lights and frequent stopping does not encourage more business, but in reality has the opposite effect. By lengthening the time it takes to travel through a City, the radius of people that will access that commercial area decreases. The more people that can get to a business quickly, the greater radius they will be able to service.

Mayor Marquardt asked if something could be done with drivers going north on 48th as there is an issue with perception of drivers going through the intersection and the merge and that maybe merge signs would clear up that problem. He also asked if businesses were going to be contacted for their feedback. Mr. Lubliner said they will be looking at the study from an engineering perspective and expects heavy public involvement in the study, but as of yet is unclear to what extent that will be.

Public Works Director Leon then introduced Daniel Vandenbos, the newest Public Works employee who comes with 12 years of experience from Public Works in Olathe. Mr. Leon said they will use him to take the department to the next level.

The Governing Body welcomed Mr. Vandenbos to the city.

There was a consensus to approve the survey request on the Consent Agenda.

4. 2nd Quarter Safety Statistics

Police Chief Morris presented safety statistics from January 2016 to date. He added that a further breakdown of the statistics is available in the packet.

To date there have been 64 uniform crime reports that include 2 assaults, 5 burglaries, 52 thefts and 5 auto thefts. 180 non-uniform crime reports that include 71 adult arrests, 6 juvenile arrests. There have been 885 citations and 128 warnings issued, and 28 accidents. There have been 72 reports at the Boulevard Apartments, 16 at Price Chopper, 34 at Lowe's, 45 at Walmart, 39 at the police department, and 69 in the business district and/or locations in the city, 87 calls west of Roe and 105 east of Roe.

Chief Morris said his department's clearance rate/performance goal is for 70 percent or better. Right now overall for the year it is 63.5 percent, so they're move forward with reaching that goal.

Chief Morris also said the call loads have been up and attributes it to the summer heat. He also wanted to emphasize the traffic blitzes, the first one being held on May 14th that resulted in seven citations, four vehicles being towed and one arrest in about two hours. The second blitz on June 20th had 15 citations, 13 tows and one

arrest in another two-hour time period. He stated this has been very successful in getting people off the road that do not need to be driving.

Chief Morris said he fields questions all the time with regards to whether the crime rate is increasing in Roeland Park. He referenced the Kansas Bureau of Investigation's (KBI) 2015 crime statistics report. In 2014, the City averaged 37.5 calls per 1,000 people in Roeland Park. In 2015, this went to 39.2, a difference of 1.7 incidents from 2014. In comparison, Merriam went from 45.0 to 57.4, a 12.4 increase, Mission went from 35.7 to 55.4, a 19.7 increase, and Westwood went from 18.7 to 38.3, a 19.9 increase. He said crime is going up, but not that much in Roeland Park and the city is doing well.

Chief Morris said the cars approved by the Council are in service and the other two vehicles were sold. He said his officers are doing well and appreciates the support he receives from the Governing Body.

CMBR Fast inquired about the cities working together in possible tense situations and the criteria for more than one officer on a scene. Police Chief Morris said it is their policy to send two officers on just about every call. Other agencies in the northeast portion of Johnson County all monitor the same channels for added support. There is some strategic planning being implemented that will benefit all the agencies in relation to call loads and type of calls that may use additional resources. They are heightening their awareness. In the event of a heightened situation, they are in constant contact with each other and all use the same radio frequency. If someone calls for assistance or help, they all know they need to go. They are a close knit group of individuals even though they're from separate cities.

CMBR Rhoades spoke of personal experience of how Fairway responded within 30 seconds as they were closest and heard the call. Chief Morris said if they're busy on the east side of Roeland Park and an incident happens on the west side, Westwood knows they're going to have to go.

Mayor Marquardt thanked Chief Morris, the officers and his department for their work and that he very much appreciates what they do.

5. May Financials

Ms. Jones-Lacy reported that overall revenues for the City for all funds, city and county sales and use taxes are up 4.5 percent from the prior year May 2015. The amount does not include TDD revenue or CID revenue. Franchise fees are the only revenue source that is a concern for the city due to lower gas prices. As of May 2014, collections were nearly \$100,000, in 2015, they dropped to \$76,000, and currently for 2016, and they're at \$53,000, which equates to about a 46 percent drop in two years.

Court fines are up from last year by about five percent. The municipal court judge recently changed the fee/fine structure, so those fees are going to be reduced over time. The change took effect in April, so they will see the decline throughout the year.

In the General Fund revenues are up from last year about 3.6 percent primarily due to property taxes and the valuation increase. Other income is up, and there is a rent increase for Scene Road Productions and income from the sale of a couple of city vehicles.

Primary expenses as of May include the animal control payment of \$56,000, annual property liability insurance payment of \$37,000, salaries and benefits, and the solid waste fees. The annual work comp payment of \$36,500 is not reflected, but will be in the June financials.

Investments for the City has generated \$18,000 in interest through their TD-Ameritrade account.

Other funds and revenue collections for bond and interest are low because it does not reflect the transfers into the fund which will be shown in June.

Special Street Revenues appear low because a lot of the grant revenues go into the fund from CARS and Commerce Bank. The city did receive the Commerce Bank payment and that will also be reflected in the June financials. She will then submit for reimbursement for the CARS projects as soon as that is closed out.

A vast majority of the expenses for bond and interest funds are made in December. Some interest payments on bonds are made in June, but the principal is paid in December.

In May, the City made very large payments to Phoenix Construction and Kansas Heavy for the CARS-funded program at the Commerce Bank intersection and the 57th Street project. Those two projects, along with engineering came to \$336,000.

Debt service on the TDDs will be reflected in the June financial statements because those payments are made based on when money is available.

Retail sales are up in Roeland Park by 2.8 percent from this time last year. Data was only available through March 2016, but Ms. Jones-Lacy believes things are trending in a positive direction for the city.

She noted that building permits are very consistent and anticipates permit revenues will continue to increase as well as the number of permits because there is more development going on in Roeland Park due to a lot of single family home renovations as well as the Commerce Bank property improvements.

6. 2016 Stormwater Maintenance Project

Public Works Director Leon said this project involves removing and replacing some deteriorated corrugated metal pipe in the 4800 Birch cul-de-sac. Mike Julian, the property owner, was in attendance at the meeting and has agreed to a permanent drainage easement on his property. Public Works is ready to progress forward to see what kind of bids they can get and hope to make a recommendation in August for a contractor.

There was a consensus to move the 2016 Stormwater Maintenance schedule to the Consent Agenda for approval.

7. Ordinance Formalizing Workshop Procedures

CMBR Poppa said that after the Workshop discussions, he, CMBRS Fast and Janssen met and put together all the recommended edits suggested at previous meetings. He noted that everything has been discussed with the exception of Sections 1203 and 1217. He noted that CMBR Fast recommended Council assignments begin in March after a February election.

Section 1-315 (g)(15) was not discussed, but does clarify the duties of the City Administrator and inserts the verbiage, "The City Administrator shall sign contracts on behalf of the City after the contract has been approved or authorized by the City Council."

Mayor Marquardt also added that in Section 1-315(h)(6), "At no time shall the duties or powers of the City Administrator supersede the willful action of the Mayor and/or City Council."

City Attorney Shortlidge said the only change in the City Administrator section is the addition of signing contracts. He also realized that the Council President and the Acting Council President came from a charter ordinance, and can only be amended with another charter ordinance. Therefore, he has created two charter ordinances to take the language out of the two drafts and put it into a charter ordinance, and then has amended the two versions of Ordinance 931 to delete those sections.

CMBR McNeil asked for clarification of Section 1-202(c), "Promote good conduct and cause to be remedied any neglect, carelessness, or other violation of duty of all elected officers," and whether this only applied to a meeting and not outside of Council.

CMBR Rhoades asked for clarification of the phrase “cause to be remedied.” City Attorney Shortlidge responded that this would be an attempt by the Mayor to bring the meeting to order.

City Attorney Shortlidge offered historical context to the superintending control language in that its genesis in state statutes have been on the books for over a hundred years. At the time it was enacted it had some meaning because the mayor was the one that ran the cities and was in charge of the day-to-day operations. There were no city administrators, city managers, or professional staff.

CMBR Poppa recommended that since §1-202 is a separate item, Number 8 on the agenda, discussions should wait until that time. Mayor Marquardt said Council President and Mayoral duties should be discussed together.

CMBR Fast said superintending power was talked about quite a bit at the admin committee and said the thing everyone needs to remember is that in Roeland Park, the City Administrator serves at the pleasure of the Council.

Mayor Marquardt said he would like to discuss removing that just the mayor has superintending power, but to refer to the Council as a whole.

CMBR Rhoades wants to look at different parts of Ordinance, specifically mayoral appointments, specifically if the mayor makes an appointment what happens and does the mayor vote.

CMBR Poppa said he would like for the admin committee to look at the broader issues and bring it back for further discussion.

The discussion for this item will continue at the Council meeting following the Workshop.

- 8. Ordinance Modification Suggestion for Mayor's Powers**
- 9. Council President Election Process Proposed Changes**
- 10. Renewal of Condo Lease to Scenic Roads**
- 11. Commerce Bank Development Agreement Amendment**
- 12. Discussion on Use of Executive Session**

III. ADJOURN

Due to the time, Items 8, 9, 10 and 12 were moved to the Council meeting agenda under New Business.

(Roeland Park Workshop Adjourned)

Item Number: APPROVAL OF MINUTES- I.-C.
Committee 9/6/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **August 1, 2016**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 August 1, 2016	Cover Memo

GOVERNING BODY WORKSHOP MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, August 1, 2016 6:00 P.M.

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member

- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member

- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Bohon, City Clerk
- John Morris, Police Chief
- Jose Leon, Public Works Director

Admin

Poppa
Fast

Finance

Kelly
Janssen

Safety

Thompson
Rhoades

Public Works

Kellerman
McNeil

CMBR Thompson called the meeting to order and all members were present.

I. MINUTES

1. June 6, 2016
2. June 20, 2016

The minutes were approved as presented.

II. DISCUSSION ITEMS:

Item 2 was discussed following Items 3 and 4 of the agenda.

1. Family Conservancy Presentation

Jocelyn Mourning, Vice President of Development and Communications for the Family Conservancy gave an overview of her organization. They are a multi-service agency serving the entire metro area that focuses on mental health for mothers of young children, domestic violence abuse survivors and services for children. Some services are offered free of charge while others are on a sliding scale based on a person's ability to pay. They receive a majority of their funding from the United Way and the Victims of Crime Act. They also make sure that police stations have their counseling brochures that let's victims of crime know they can be seen free of charge.

The Conservancy also offers early education Headstart services and have partnered with United Community Services in Johnson County on the Talk-Read-Play program. They want to canvass the entire metro so that all parents, caregivers and grandparents are aware of the message that they need to be talking, reading and playing with their children every day in order to help stimulate brain development.

They also involved in anti-poverty initiatives and have a lot of services on-site helping people in the community, working with childcare sites and making sure that families have the tools and the resources they need to raise themselves out of poverty.

Ms. Mourning left flyers at the meeting asked for questions regarding her program. She gave the website address: www.thefamilyconservancy.org. There are three counseling centers in the metro, one in Roeland Park, Independence, and one on State Avenue in Wyandotte County. Their headquarters is downtown Kansas City, Kansas. The organization is also listed in United Way 211 and other directories.

CMBR Fast inquired how the office space is used that they rent from the City of Roeland Park. Ms. Mourning said the staff is mental health professionals for individual one-on-one counseling. She also said they were looking to fill a therapist's position.

The Conservancy offers counseling for free to any resident of Kansas that has experienced any crime whatsoever. She said they see a lot of people who have witnessed gun violence and a lot of domestic violence. She added that oftentimes people do not even realize the repercussions they're having from the trauma. Some of their therapists are utilizing a new treatment EMDR (Eye Movement Desensitization and Reprocessing) for clients who have experienced trauma, a relatively new method that helps individuals not to need to relive the experience every time they process through treatment.

CMBR Kelly noted they were available to a wide service area, but asked how people are referred to them. Ms. Mourning replied individuals can come in on their own, find them through their website, or get referrals from police, other therapists or agencies.

CMBR Thompson thanked her for coming and letting everyone know of the work they are doing.

2. Ordinance Formalizing Workshop Procedures

CMBR Poppa said there was majority agreement at the last Workshop to move this forward for approval with the only section remaining to be discussed was Mayoral duties and the Council President selection process. CMBR Poppa asked for and received a consensus to move forward with the §1-202(a) changes that were discussed in the following agenda items.

CMBR Rhoades noted it was CMBR Janssen's birthday and everyone passed along their best wishes.

CMBR Kelly asked City Clerk Bohon to e-mail the changes so they can be reviewed after the meeting.

CMBR Thompson said these items will be moved to New Business at the next City Council meeting August 15.

3. Ordinance Modification for Suggestion of Mayor's Powers

CMBR Poppa said the Admin Committee recommendation is to replace current Section 1-202(c), dealing with superintending control of all officers elected or appointed with verbiage such as, "Promote good conduct and cause to be remedied any neglect, carelessness, or other violation of duty of all elected officers."

Mayor Marquardt said he needed to know the definition of "violation of duty" as he has not seen in any document what the duty of each Councilmember is.

Currently it states in the ordinance that the City Administrator is to assist the Governing Body and supervise all departments and manage the staff, but does not say to take care that all the ordinances are complied with.

Under the Mayor's duty, he has superintending control of elected or appointed officials and is the Mayor's duty to make sure that all laws are complied with and has the power to do so with the superintending control.

Mayor Marquardt gave an over of the paper he had prepared, *Topic: Possible removal of "superintending control" from the mayor's responsibility; 1 Aug. 2016 – Preliminary thoughts and findings of Mayor Joel Marquardt.*

Topic: Possible removal of "superintending control" from the mayor's responsibility
1 Aug. 2016 – Preliminary thoughts and findings of Mayor Joel Marquardt

The primary responsibility and authority in the mayor to "take care that the ordinances of the city and this act are complied with" (per Roeland Park ordinances and state statute) lies in the single line which grants "superintending authority" over the appointed officials. If the Council does not wish the public or council to have a single source elected official to be responsible that the laws are being abided by, then it appears to me we should consider the advantages and disadvantages of a Commission form of government. We may also want to

look at state statute to see if a Mayor-Council-Manager form of government makes sense. At this point I don't see any value for the city to have a mayor without much authority or responsibility other than as a chairman of the board for the council. (I don't see any issues with removing superintending control over elected officials.)

It appears our options are:

a) leave existing language as is, which defines the mayor as a single source elected official responsible for taking care that the ordinances are complied with by having superintending control of appointed officials (we could remove superintending control over elected officials), or

b) remove mayor's "superintending control" of appointed officials, which takes away the Mayor's responsibility and power to directly affect the execution of the laws. Without this power, then logically it would make sense to remove the responsibility to "Take care that the ordinances of the City are complied with" and switch that to the City Administrator and consider changing to a Commission form of government. As stated in the state statutes, it would also make sense that the City Administrator would be directed by the entire governing body as in other cities and as stated in the state statutes for city manager forms of government. Per our city attorney, service to the mayor or council is undefined as the "serving at the pleasure of council" relates only to the tenure and removal of the administrator.

QUESTIONS which need to be explored and addressed:

1. Does the Governing Body want a single source elected official responsible for our laws being adhered to?
2. If the council does not want a single responsible source other than the administrator, then what would it mean for our city to switch to a Commission form of government, and would that form of government better serve our city?
3. What is a City Manager form as stated in Kansas Statutes, and how would that affect our City?
4. What are the pros and cons of each decision?

I was directed by a governmental specialist to read the short document called Federalist Papers. No. 70 by Alexander Hamilton which outlines reasons for having a sole person (elected) as head of the executive branch to carry out the laws. (<https://www.billofrightsinstitute.org/founding-documents/primary-source-documents/the-federalist-papers/federalist-papers-no-70/>). I found this summary on the internet of this writing which states of whether or not to have a single head of the executive branch: *"Though some had called for an executive council, Hamilton defended a single executive as 'far more safe' because 'wherever two or more persons are engaged in any common...pursuit, there is always danger of difference of opinion...bitter dissensions are apt to spring. Whenever these happen, they lessen the respectability, weaken the authority.' Hamilton also argued that a single executive would be watched 'more narrowly' and vigilantly by the people than a group of people would be."* He went further to say that when there is a problem, multiple elected officials responsible for execution of laws would tend to point fingers or hide under issues of translation, communication and other arguments to defer responsibility.

If we do remove "Superintending Control", and for some reason keep a mayor form of government, then we should charter out of the State Statute sections 14-301 and 14-307 which also state the mayor's superintending control of officers as well as the duty and responsibility to enforce laws. Again, we should at least consider a Commission form of government if this is the direction of the Governing Body. Before taking any action, we should take this topic of a change in our form of government we should compile and seriously consider positives and negatives of each type of government.

ROELAND PARK CITY ORDINANCE EXCERPTS:

Chapter I Administration.

Article 2. Governing Body. 1-202. MAYOR'S POWER'S and DUTIES. The Mayor shall...

- (c) Have the superintending control of all officers elected or appointed;
- (d) Take care that the ordinances of the City are complied with;

Article 2. Governing Body. 1-204 ADMINISTRATIVE POWERS. The Governing Body may designate whether the administration of a policy or the carrying out of any order shall be performed by a committee, an appointive officer, or the Mayor. If no administrative authority is designated it shall be vested in the Mayor.

Article 3. Officers and Employees. 1-315. CITY ADMINISTRATOR.

- (b) Appointment and Tenure. *"The person so appointed shall serve at the pleasure of the Council, for an indefinite term."*
- (f) Removal of City Administrator. *"The City Administrator shall serve at the pleasure of the City Council."*
- (g) Duties. (1) *"Administrative office: The City Administrator shall be the Chief Administrative Assistant to the Governing Body. Except as otherwise specified by ordinance or by the law of the State of Kansas, the City Administrator shall coordinate and generally supervise the operation of all departments of the City."*
- (h) Powers. (6) *"At no time shall the duties or powers of the City Administrator supersede the lawful action of the Mayor and/or City Council."*

KANSAS STATUTES EXCERPTS:

KSA 14-301. Powers of the mayor.

"The mayor shall preside at all meetings of the city council, and shall have a casting vote when the council is equally divided and none other, and shall have the superintending control of all the officers and affairs of the city, and shall take care that the ordinances of the city and this act are complied with."

KSA 14-307. Enforcement of laws and ordinances; jurisdiction.

"The mayor shall be active and vigilant in enforcing all laws and ordinances for the government of the city, and the mayor shall cause all subordinate officers to be dealt with promptly for any neglect or violation of duty, and the mayor shall have such jurisdiction as may be vested in the mayor by ordinance over all places within five miles of the corporate limits of the city for the enforcement of any health, quarantine, cemetery or waterworks ordinance and regulation thereof."

CMBR Thompson asked if the removal of "superintending control of appointed officials," and leaving in "take care that ordinances of the city are complied with," can the Mayor still make sure that ordinances are complied with.

City Attorney Shortlidge said that if either one is eliminated, then they will have to charter the statute as the Mayor's powers have never been chartered.

CMBR McNeil directed everyone to the NLC *Forms of Municipal Government* stating that it is real clear and explains how the different types of municipal government are set up.

There was general discussion as to the different forms of Government and various powers given to the City Administrator.

CMBR Poppa said that was initially brought forward through the Admin committee because it was advised that the superintending powers language conflicted with some verbiage under the City Administrator duties, and asked for clarification on whether there was conflicting language.

City Attorney Shortlidge said it does conflict because of the way the City Administrator ordinance is set up, noting that the City Administrator has control over all City employees, but does not have control over elected or appointed officials. There is a distinction between statutory appointments as in a City Administrator and City Engineer and those of appointments of employees.

CMBR McNeil expressed concerns about making too many changes. She said if they were to follow the characteristics of strong mayor forum, the mayor would have the ability to hire and fire the Police Department, Public Works, et cetera, and that would be a cause of concern, in addition, it would take away from the City Administrator responsibilities. She did say she does like new wording on §1-202(c).

CMBR Rhoades proposed going with the changes that were made from the blue line changes.

CMBR Fast said previous mayors didn't have the legislative power as the current mayor position holds. When an item went to Committee of the Whole, the mayor became part of the governing whole, cast votes, helped craft language and had significant legislative power, who can break ties in not only Council meetings, but also Committee of the Whole.

There was clarification that when discussing the "Mayor," the remarks were not directly related to Mayor Marquardt, but as to the position itself.

Mayor Marquardt said the main responsibility for the City Administrator is the day-to-day running of the City. He asked if the Council would want an elected official to be responsible for that at any level. By having a City Administrator/City Manager take care that all the laws are complied with, that would leave the mayor to only suggest an issue and bring it up before Council. He also believes that should be modified along with superintending responsibility and taking care of responsibility. Mayor Marquardt said he believes the strong administrator/manager-weak mayor system is a more stable system. If superintending control is shifted away from elected officials directly, then the responsibility to enforce the laws cannot be in a person who does not have the authority to effect it.

City Attorney Shortlidge clarified that the proposed language is what is creating the conflict. Superintending control of all officers elected or appointed is from the statute. Currently the City Administrator supervises the employees as per the ordinance and, thus, conflicts with the current language about the mayor having superintending authority. The blue line language resolves that conflict.

City Administrator Moody said the language in the ordinance is dated and should be reworded to more accurately reflect the intent. That while the City Administrator is responsible for seeing that the laws are enforced through the City's employees, it should be incumbent upon all of the elected officials to be conscious that the City Administrator and staff are enforcing the policies and laws that the Governing Body has created. He added that administrator form of government is more responsive as it holds people accountable for the following and implementing of policy that the legislative body has adopted. If the City is strictly run by the elected, they will have to wait until election time to make any needed changes.

CMBR Thompson received agreement of the Council in support on the proposed blue line language in §1-202(c). The Mayor, however, did not agree to the language due to a lack of a clarified definition for the word "duty."

CMBR Rhoades asked for clarification to the fact that the Council has chosen not to enforce certain law for a period of time and how that affects this ordinance. City Administrator Moody said there will always be instances that are not black and white.

There was majority agreement to remove §1-202(d).

CMBR Fast would like to remove the word “generally” from §1-315(g)(1), to read, “City Administrator shall coordinate and supervise operations.”

City Attorney Shortlidge agreed with that change and there was a consensus from the Governing Body.

There was a consensus on §1-315(g)(17), to add the enforcement and execution of ordinances to the powers of the City Administrator.

City Attorney Shortlidge said he will charter KSA §14-301 and §14-307 into the charter ordinance.

Mayor Marquardt would like to add a section to include that the Governing Body be diligent in review of city ordinances and direct the City Administrator to execute and enforce the same, to add language that the Council has some duty to perform as well as the Mayor. City Attorney Shortlidge said he had no strong feelings one way or the other.

There was discussion of whether the mayor would be the default for making sure the laws are enforced. CMBR Poppa asked that if that responsibility deferred to the mayor, would that then be in conflict with the proposed §3-15(g)(16) for the City Administrator to execute and enforce the ordinances of the City. City Attorney Shortlidge said he believed it is because if the enforcement is defaulted to the Mayor and not being performed by the City Administrator, then the administrator has not fulfilled the duties for which he was hired to do.

Mayor Marquardt suggested where the duties are not defined, it would fall into the hands of the mayor.

CMBR Thompson recapped proposed change. Change §1-204 to, “The Governing Body may designate whether the administration of a policy, or the carrying out of any order shall be performed by a committee, an appointee, officer, or the Mayor. If no administrative authority is designated, it shall be vested in the City Administrator.

There was Governing Body consensus to make that change.

4. Council President Election Process Proposed Changes.

CMBR Rhoades reviewed the proposed language changes to Section 1-203, which essentially states when in the election of the President of the Council, it is the Council who decides and the mayor does not have a tie-breaking vote. If there is a tie vote, it would be resolved with a coin flip.

CMBR Poppa said since the Mayor is the one position that is elected at-large, it would make sense that he would cast the one deciding vote, and would like to see that policy continue.

CMBR Janssen supported the coin flip and not having the mayor break a tie vote.

City Attorney Shortlidge said Council President and Acting Council President were added by charter ordinance, so any changes will have to be done by a charter ordinance.

CMBR McNeil needed clarification on §1-203(b)(2), final reading should be “Preside at all Governing Body workshops.”

CMBR Thompson asked for, and received majority agreement to the proposed changes of §1-203 and the blue line, with CMBRS Thompson and Poppa and Kelly stating they were not in agreement.

Mayor Marquardt said he is a part of the group, part of the discussion, works together with everyone on issues and votes, so it makes sense the way it exists right now.

CMBR McNeil said the election of the Council President is always a contentious issue and suggested it could be designated as a chair of the Admin committee and rotate from there.

CMBR Kelly said that suggestion was discussed before, but they received strong feedback from the public that the Council President is chosen by vote of the Council were against rotating the position. Also there were people on the Admin committee that didn't want to be president.

CMBR Thompson said this item bears further discussion and requested a copy of the charter ordinance for review in the meantime.

CMBR Fast directed her comments towards the Mayor disagreeing that he was part of the Council, stating that in the ordinance he was not a part of the Committee of the Whole and can't make a decision, so he can't break a tie as he is not a decision-maker.

CMBR Poppa said they were given a consensus to giving the mayor the ability to be a part of the Governing Body, and to be inclusive of the mayor in the Governing Body Workshops, and to vote on consensus. He added that he has been included in the Workshop process. He also stated that the Committee of the Whole no longer exists, but is now a Governing Body Workshop.

CMBR Thompson said it has been agreed to move the Council President election process to the August 15 City Council meeting and to move on to the Ordinance Formalizing Workshop Procedures (Item 2 on the agenda).

5. Interior Inspection of Rental Housing and Changes to State Law

City Attorney Shortlidge said the state legislature has passed Senate Bill 366, part of which provided that cities can't enforce rental inspection ordinances that require interior inspections without the consent of the occupant. He has changed the provisions in the ordinance to conform to state law. Mr. Shortlidge added that the statute is silent on the question of administrative search warrants, but the City does retain the right that if there is probable cause to believe that a violation is occurring, then it can go to the district court and ask for an administrative search warrant.

CMBR Kellerman asked for the process to obtain such a warrant. Mr. Shortlidge said an affidavit will need to be prepared, usually by the building official, that explains the reasons why there could be a violation occurring at the property. This would be presented to the district court followed by a meeting with the assigned judge. If the judge believes there's probable cause, then the warrant would be issued.

Ms. Jones-Lacy said internal inspections are routinely done with the permission of the property owner when the property is vacant and is in compliance with state law.

(Break in Recording)

6. Review of Upcoming RFQ Schedule

Public Works Director Leon has put together schedules for three RFQs, one for the City Engineer, the City Attorney and then the RFP schedule for Roe Boulevard 2020 project. He then provided a tentative schedule with deadlines to the Governing Body.

Ms. Jones-Lacy said the plan is to post the City Attorney position with the League of Kansas Municipalities (LKM) as well as contact directly attorneys that the City is already familiar with.

City Administrator Moody said LKM has an association of municipal attorneys.

CMBR Fast recommended putting in the notification that the current city attorney is retiring.

City Administrator Moody said that per city code the recommendation is supposed to come from a committee and he has proposed using the Public Works committee as the committee for reviewing the engineers and they will make a recommendation. Mr. Moody and Mr. Leon will serve on that committee, and thinks it is appropriate for the Mayor to sit on the committee.

The Admin committee would be an appropriate committee for reviewing the attorney position. Mr. Moody and Ms. Jones-Lacy would sit in on that committee, and if the Mayor is interested as serving on that committee would welcome him as well.

7. Sidewalk Inventory Update

Public Works Director Leon said in 2007, the City did a sidewalk study and inventory and noted some locations of where add sidewalk would be added. After the completion of stormwater project, they will provide an updated inventory and a forecasted priority level of sidewalks.

Mr. Leon noted that when constructing a street it is an ideal time to construct a sidewalk. Currently there are 22 miles of sidewalk in the City right-of-way. Over the winter, Public Works staff is going to be out looking for hazards in the public sidewalk rate them. This will allow for proactive budgeting and a plan for remediation. They will inspect every linear feet of sidewalk.

8. June Financials

Ms. Jones-Lacy reported that the City has collected about 98 percent of its ad valorem taxes for the year. Sales taxes are on par with last year's receipts as of June. She will also be doing additional analysis to see where the trends are and to see if there are any delinquent taxpayers that may be slowing the growth. Franchise fees continue to be a concern with gas prices being down as well as cable. She will be looking into the cable issue, but one theory is an increase in alternative media sources such as Netflix and Amazon Prime.

General Fund revenues are performing well overall. As of June they are up 1.3 percent over last year. In total, collections reflect 69 percent of revenues overall. Expenditures are up from the prior year, but reflect only 43 percent of the total budget in the General Fund through June. The primary reason for the higher expenditures is an additional invoice was paid for solid waste collection as it was paid a month ahead. They have paid the one-time annual fee to animal control, made the annual payment, as well as the workman's comp payment.

Investments. The City has moved all idle funds into investment accounts that are being managed by Columbia Capital. Accrued interest through June 2016 was \$15,507. Other funds, due to receiving most property taxes, are that TIF revenues are over projections and have come in quite strong for the year.

Special Street Fund. The City has had major payments due to construction. Both of the CARS projects are underway for the Johnson Drive to 57th Street intersection improvements and the 47th and Roe turnaround.

The Special infrastructure Fund has made payments to the contractor for the Nall Park restrooms. This was originally a 2017 project, but the Council approved to have it move to 2016 to gain some economies of scale.

Retail sales. CERI (County Economic Research Institute), has good data that includes retail sales. Roeland Park is doing better than last year, but was a little down for the month of April.

Ms. Jones-Lacy said at the next Council meeting the Governing Body will be voting on a resolution that approves the increase in the property tax levy because property valuations increased. This is an administrative process that needs to be sent to the county clerk.

In regards to the Nall Park improvements, City Administrator Moody said there were a number of change orders and that it has not been a smooth project. There were problems with the sanitary sewer that needed to be remedied that were not anticipated and that change order was beyond the City Administrator's authorization amount. The work had to be done and is complete, but that issue will be before the Council at the August 15th meeting. There were also some modifications on the inside of the restrooms to meet ADA requirements, which required another change order. The electric line that leads to the restroom had to be redone as well as push a conduit underneath the road to pull the electrical line through. Those items have been within his approving authority. Mr. Moody said it's a well-built facility and the items that are inside are as vandal-proof as can be designed. He is sure the design will be tested, but it is a nice improvement to the park.

Public Works Director Leon said it was 99.9 percent done and added it came in \$17,000 over budget.

City Administrator Moody said they did not know the scope of the sewer line until they got into it, but felt that the City could have done a better job of knowing what the utility conditions were at the building before putting it out for bid.

9. Committee Liaison Update

City Clerk Bohon provided the Council with a list of openings on various committees and asked for volunteers.

CMBR Kellerman volunteered for Northeast Animal Control and asked to be for an alternate for SMAC.

CMBR McNeil said she would withdraw from SMAC and allow CMBR Kellerman to serve.

CMBR Rhoades asked if City Administrator Moody get clarification regarding mayoral appointments. City Administrator Moody attached a section of the code that deals with each committee. All provide for the mayor appointing each member to the committee with consent of Council.

CMBR Kelly told CMBR McNeil that the MARC Bike and Pedestrian meetings are held at the Mid-America Regional Council at 6th and Broadway in Kansas City, Missouri and are quarterly meetings in the afternoon from 1-3.

CMBR Rhoades also said the Redevelopment Committee should end, but would like to be on it if it continues.

CMBR Poppa volunteered for the Events Committee.

CMBR Fast volunteered to be an alternate for Parks and CMBR Thompson said she would help if needed.

CMBR Kelly said she would remain on the Sustainability Committee.

CMBR Fast offered to help CMBR McNeil get downtown to MARC meetings.

There was general discussion of whether the Redevelopment Committee should continue and asked for staff recommendation. City Administrator Moody said the Redevelopment Committee was created so Council could have more interaction in the processes of the City.

CMBR Thompson recommended that those who want to revisit the Redevelopment Committee's existence should present an action item for a future discussion.

Consent to move volunteer positions to the August 1 Consent Agenda minus the Redevelopment Committee.

CMBR McNeil inquired about the trash pickup in the city noting that a lot of residents have been complaining about the service and trash not being picked up. Mr. Moody reminded the Council it chose to renew the contract with WCA, but staff does continue to notify them of ongoing issues. He also reported that WCA has hired someone to

help solve the problem. City Clerk Bohon said they do put information on the website and social media to inform residents that call to leave trash out as the company does run a few days behind.

III. ADJOURN

CMBR Thompson reminded everyone to vote on August 2nd, and the meeting was adjourned.

(Roeland Park Workshop Adjourned)

Item Number: APPROVAL OF MINUTES- I.-D.
Committee 9/6/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **August 15, 2016**
Item Type:

Recommendation:

Details:

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 August 15, 2016	Cover Memo

GOVERNING BODY WORKSHOP MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, August 15, 2016 6:00 P.M.

- Joel Marquardt, Mayor
- Becky Fast, Council Member
- Tim Janssen, Council Member
- Ryan Kellerman, Council Member

- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Poppa, Council Member
- Michael Rhoades, Council Member
- Erin Thompson, Council Member

- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Bohon, City Clerk
- John Morris, Police Chief
- Jose Leon, Public Works Director

Admin
Poppa
Fast

Finance
Kelly
Janssen

Safety
Thompson
Rhoades

Public Works
Kellerman
McNeil

CMBR Thompson called the meeting and noted that all members of the Governing Body were present.

I. MINUTES

II. DISCUSSION ITEMS:

1. Heartland Tree Alliance Arboretum Discussion

Sarah Crowder, Program Manager for the Heartland Tree Alliance, presented to the Governing Body an option to create an arboretum in the city. Heartland Tree Alliance is an environmental non-profit agency serving the metro area. She came to the City of Roeland Park to let them know of a grant opportunity plant some trees. The goal of the alliance is to create advocates using volunteers, residents, and people in the green industry to engage and encourage a healthy community urban forests in the metro area. The group was founded in 2004 after the devastating ice storm of 2002 when a lot of the foresters from municipalities as well as state foresters from Kansas and Missouri saw the need to create a coalition to plant the right trees in the right place while also creating a non-profit that could help oversee the plan. Some programs in place by the Heartland Tree Alliance include educational presentations to children, information on the Emerald Ash borer, and an Introduction to Trees.

During the last fiscal year, they helped communities in the region to plant 938 trees as well as prune 91 trees. They train and use volunteers to help with services that municipalities are not always able to do such as pruning. Another program they have is called Tree Keepers. Last year, they trained 34 Tree Keepers and since its inception have trained about 235 volunteers. Lastly, one other program is the Tree Fund. Currently they have 18 participating cities where people can donate money to that city for tree planting. Once \$1,000 has been donated, they contact the city and use the donations to plant trees in that city.

Ms. Crowder spoke about the Native Tree Arboretum grant program funded by the U.S. Forest Service and the Kansas Forest Service. She was approached by the Kansas Forest Service to see if the Heartland Tree Alliance could help meet some of their goals of planting trees on the Kansas side of the metro. She would like to propose Roeland Park to be a native tree arboretum. She would like a letter of support from Roeland Park before applying for the grant application. If the City is awarded the grant, it would be for 2017 through 2020. They probably would not be notified if they have received the grant until the spring or summer of 2017.

While the final theme and placement of the trees is a detail to be worked out later, the trees would more than like be 20 one-inch calipers, typically the size in a 15-gallon pot. This size allows for the volunteers to easily move them and the smaller trees establish themselves more quickly than larger ones. Ms. Crowder would coordinate with Public Works Director Leon with the plantings. They will also install a sign at each tree.

The support letter Ms. Crowder is seeking will state that the City of Roeland Park is willing to make an in-kind match to the grant. Roeland Park will also offer its support in helping to plant the trees as well as water them for the following two years. Their in-kind match would include staff time, water, and fuel costs.

Public Works Director Leon said the proposed letter of support is attached to the agenda as well as a spreadsheet that was created to show the breakdown of the in-kind match. Mr. Leon clarified that of the City's cost of \$37,305, only \$13,480 would be an actual out-of-pocket cash cost, as the other items are services, time and equipment that the City would be putting into the project.

CMBR Rhoades inquired about the water buffalo. Mr. Leon said the City owns a water buffalo which is a big jug if water towed on a trailer.

The Council expressed concerns about the dollar amount of the in-kind match and Mr. Leon said he used FEMA's rate schedule for the costs to operate the equipment for one hour

CMBR Kelly noted that the City will be finished with watering the newly planted trees in time for the tree planting of this grant.

Public Works Director Leon said this item has been budgeted in the tree planting program to span over a couple of years. This proposed grant program can be used to plant those trees and they are also not required to be in a particular area and they do not have to be a native species. He added that it is a benefit as the City will not have to pay for the trees, plus it makes an immediate impact to the community. People will see that the City has reinvested back into the park where the 44 Ash trees had been removed. Staff will spend the time planting time 20 trees that the City will not have to purchase. He said another benefit is the ability to say that Roeland Park has an arboretum and is a great opportunity for the City. Mr. Leon will be working with City Forester Carl Wisdom as well as the Parks Committee, who have expressed their support, in the placement of the trees.

City Administrator Moody said the reason for the support letter is the grantor is asking how much of an effort the City is willing to make with their in-kind donation as they are donating \$209,000 to the program. He said in-kind donations are always larger than out-of-pocket donations and figure in the cost of what you would have to pay someone to do the work for you and reflects the manpower, use of equipment, as well as the purchase of water and mulch.

CMBR Poppa thanked staff for their hard work and noted that the projected hard cost is under \$5,000 a year, and has already been budgeted for.

CMBR Rhoades said he would like to see a plan in place before moving ahead to make sure it fits with the vision of the City. Public Works Director Leon said he was not ready to answer that request as of yet, but is only asking for the Council to approve the letter of support to move forward with seeking that grant funding. This is the first step in the process and needs to know if the Council likes the idea and is willing to support it. He restated that he will be working with Mr. Wisdom and the Parks Committee to come up with a planting plan. They would like to fit them in R Park, but they may not all go there. Mr. Leon said that nothing would be planted without first seeking Council approval.

CMBR Kellerman said he would like to see item moved to New Business of the Council meeting.

CMBR Thompson thanked Ms. Crowder for her presentation.

2. Committee Liaison Shawnee Indian Mission

City Clerk Bohon provided the updated list of liaisons for the different committees and said that Bill Art would like to remain as liaison to the Shawnee Indian Mission.

There was agreement to add this for approval on the Consent Agenda.

3. Updates to Employee Handbook

City Clerk Bohon made updates to the Employee Handbook Section E. Time Off Policies and corrected Part 2 Vacation Leave, (b) Other Employees to add “per pay period,” and remove “or more per week.” She also updated Section H. Safety, and added a Part 3, Conceal Carry of Firearms to reflect changes pursuant to Kansas law. There were a few typos that have been corrected in the handbook.

There was agreement to approve the changes on the Consent Agenda.

4. Chapter 16 Updates Exception to Lot Splits

Citizen Comment

Teresa & Kevin Neir (4759 Windsor) Mr. and Mrs. Neir have entered into a verbal agreement with their neighbor to the south to purchase a portion of his land. She stated that the monetary and procedural considerations imposed by City ordinance are making the purchase less than achievable. The proposed amended ordinance will allow for a smoother less costly process to make improvements to the property which will add value to the property and to the City which is a win-win for both.

Ms. Jones-Lacy said proposed ordinance was reviewed and approved by the Planning Commission at their July meeting. They support the change to the code because the current process requires re-platting, a survey and a public hearing before the Planning Commission which is definitely a costlier process. This ordinance would allow for just a survey. Administratively, the City Official can approve lot splits if they are simple lot splits.

City Administrator Moody said both the lots must remain conforming after the splits and not affect utility easements. There will still have to be a survey for both parcels, but it does not require re-platting. This will not have a detrimental impact on the density or utilities in the neighborhood, and it makes sense to eliminate the barrier of residents being able to invest their properties.

There was agreement to move this to the Consent Agenda for approval.

5. Approval of Special Use Permit Request

Ms. Jones-Lacy said the special use permit was approved by the Planning Commission at the July meeting during a public hearing for the 47th and Mission commercial vacant lot. The new owners are asking to be able to continue to allow parking on the spot. Stipulations by the Planning Commission would be that there would be 34 parking spaces until April 1, 2017. It would also allow indefinite parking on Spaces 8, 9, 10, 11, 12 and 13 of the site plan. Sports 25-31 are in the right-of-way. By May 1, 2017, one of the two following conditions must be met:

- All foundations, asphalt, debris will be demolished and removed and the ground reseeded for grass; or
- The owner of the property has broken ground for a new restaurant.

They will continue with their general liability insurance up to a \$1,000,000 with the City as an additional named insured, which is what was in place with the previous tenant. They will also submit of weekly maintenance plans of the property to be approved by City staff.

Ms. Jones-Lacy said they have submitted a letter of maintenance that is in the packet as well as a restaurant site plan of a potential idea of the developers.

The representative for the developer said that they need the 12 spaces, but it is not critical that they be on County Line Road versus Mission Road. They will need permanent parking, not necessarily for Taco Republic, but for the new restaurant to be built on the site.

Mayor Marquardt said he did not want to approve a dedication of parking stalls in Roeland Park for another restaurant not in the City.

Ms. Jones-Lacy said this special permit request is just for the parking. Once the site is developed they will have to repave and redraw the parking lot, so there really is no permanence right now.

CMBR Rhoades said he attended the July Planning Commission meeting and is comfortable with what took place. He said he feels that something will go into that spot fairly soon and is not too concerned.

City Attorney Shortlidge said the proposal as written reflects the Planning Commission's recommendation, which the Council can override if they have concerns.

CMBR Poppa agreed with CMBR Rhoades about something taking place at the site soon.

CMBR McNeil inquired about the adjacent house and property to the 47th & Mission site having a back parking lot. Ms. Jones-Lacy said she believes it does include an additional purchase of the lot behind the property.

City Administrator Moody said the parking spots that are labeled, 8, 9, 10, 11, 12 and 13 access off of 47th Street and are partially on private property, partially in the right-of-way. When the site is developed they will no longer permit that. They also will not allow backing out of a parking spot onto a thoroughfare.

There was agreement to move this discussion New Business.

(The remaining items were moved to New Business at the August 15, 2016 City Council Meeting)

- 6. Nall Park Bathroom Change Order**
- 7. Yearly Review of Uniform Standard Traffic Ordinance (STO) and Uniform Public Offense Code (UPOC)**
- 8. Review Roe Blvd. STP and CARS Funding**
- 9. Discuss Adding Council Duties Section to City Code**
- 10. Discuss 2016 Stormwater Project**

III. ADJOURN

Item Number: DISCUSSION ITEMS- II.-1.
Committee 9/6/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/29/2016
Submitted By: Kelley Bohon
Committee/Department: Admin
Title: **Voting Delegates to the League of Kansas Municipalities Annual Conference (est. time 5 min.)**
Item Type: Discussion

Recommendation:

Staff recommends that the Governing Body move to the September 19th City Council agenda the appointment of _____ and _____ as the City's voting delegates at the 2016 League of Kansas Municipalities Annual Meeting with _____ as the alternate.

Details:

Each year the City has two delegates to the League's annual meeting based on the population of the City. The appointee's may be elected officials or staff. Last year Jennifer and Kelley were appointed.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description



LKM Voting Delegates

Type

Cover Memo

August 19, 2016

Dear City Clerks or City Managers/City Administrators:

We are pleased the League's Annual Conference in Overland Park, October 8-10, 2016, is shaping up to be an exciting experience. We have an outstanding program of speakers, panel discussions and workshops planned which were highlighted in the July issue of the *Kansas Government Journal*.

I am writing to invite your city governing body to register its League voting delegates. State law provides that the governing body of each member city of the League may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League. League bylaws provide that a city voting delegate or alternate delegate qualifies by having his or her name, city title and address registered with the executive director.

Each member city needs to file new registration forms with the League of Kansas Municipalities. You may send them one of three ways: by mail to League of Kansas Municipalities, 300 SW 8th Avenue, Topeka, KS 66603; scanning the form and emailing adebusk@lkm.org; or via FAX to 785-354-4186. **Please send forms by Friday, September 16th to the attention of Anna DeBusk.**

Article 4, Sec. 5 of the League Bylaws prescribes the total number of votes provided to each member city based on population. The number of delegate registration forms enclosed is based on the following table.

City Population	No. Votes	No. Delegate Forms	No. Alternate Forms
1 - 2,500	1	1	1
2,501 - 7,500	2	2	2
7,501 - 17,500	3	3	3
17,501 - 37,500	4	4	4
37,501 - 77,500	5	5	5
77,501 - 117,500	6	6	6
117,501 - 157,500	7	7	7
157,501 - 197,500	8	8	8
197,501 - 237,500	9	9	9
237,501 - 277,500	10	10	10
277,501 - 355,500	11	11	11
355,501 - 395,500	12	12	12

A business and policy session of city voting delegates will be held on Monday afternoon, October 10th, at the conference in Overland Park.

I look forward to hearing from you.

Sincerely,



Erik A. Sartorius
Executive Director

Enclosures

CITY VOTING DELEGATE REGISTRATION
League of Kansas Municipalities

The Governing Body of the City of _____

has elected: Name _____

Title _____

Address _____

E-Mail Address _____

to be (circle one)

voting delegate 1 2

alternate voting delegate 1 2

to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities.

Signed: _____

City Clerk

Date: _____

INSTRUCTIONS

Four voting delegate registration forms are enclosed. Based on its current population, your city may have two voting delegates. A separate form should be filed for your voting delegate and for any alternate delegate you elect.

Actions taken at the League's annual business session are taken by vote of the individual voting delegates present unless the weighted voting system is triggered by the request of ten or more delegates.

If the weighted voting system is used, a roll call vote of member cities will be held. Under a roll call by city, your city will have one vote.

State Law Authorizing City Delegates

K.S.A. Supp. 12-1601f. "The governing body of each member city may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities."

League Bylaw on Election and Qualifying of Delegates

Article 2, Section 2. "When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates in accordance with the provisions of Article 4 of these bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified."

Item Number: DISCUSSION ITEMS- II.-2.
Committee 9/6/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/1/2016
Submitted By: Kelley Bohon
Committee/Department: Admin.
Title: **Committee Appointment and Reappointments (est. time 5 min.)**
Item Type: Other

Recommendation:

Committee Appointment and Reappointment Process

- 1. Staff will send out a list of all appointments to the Governing Body and all appointees whose term is set to expire around the beginning of the fourth quarter.**
- 2. Appointees wishing to be re-appointed shall let their intentions be known to the appropriate appointing authority (ie: Mayor or Governing Body Ward Representatives)**
- 3. Candidates interested in appointment shall complete the interest form found online, as well as submit a current resume to the City Clerk.**
- 4. If an incumbent candidate is not re-appointed they will be notified by the appointing authority before the council meeting at which their replacement will be approved.**
- 5. Once a position has been filled by council action, the new appointee will be contacted by the City Clerk and provided with an orientation packet regarding their service.**
- 6. The contact list will also be sent out whenever an update is made to that document.**

Notes:

Timing of appointments: Timing of Appointments are set by ordinance, ie: Parks, Arts, Sustainability are set as a 1 year term; Board of Zoning and Planning Commission have 3 year terms. Schedule of appointment is maintained by the City Clerk's office.

Details:

The names/positions listed below are those that are expiring and require reappointment.

Arts Advisory Committee (Expires 12/31 of each year)

At Least 3 Members - 2 Residents, 1 Council

Marek Glinieski
Moffett Ferguson
Mary Schulteis
Christine Webster

Board of Zoning Appeals (3 year terms)

Paula Gleason Ward 2

Community Events Committee (Expires 12/31 of each year)

Up to 10, 8 Members - 6 Residents, 2 Council

Jennifer Gunby
Jan Grebe
Scott Ferrel
Kathleen Whitworth
Deb Settle

Parks/Tree Advisory Committee (Expires 12/31 of each year)

At Least 5 Members - 4 Residents, 1 Council

Jan Grebe
Jennifer Provyn
Patrick Franken
Cory Coe
Kathleen Whitworth
Tyler Steele
Chris Burt

Planning Commission (3 year terms)

Julie Mohart
Kyle Rogler

Sustainability Committee (Expires 12/31 of each year)

5 Members - 4 Residents, 1 Council

Brandon Gillette
Duane Daugherty
Catherine Creed
Judy Hyde
Michael Kelly
Elizabeth Phelps

How does item relate to Strategic Plan?

Engages the public in community events and decision making.

How does item benefit Community for all Ages?

Provides perspective in decision making from a wide range of age groups.

Item Number: DISCUSSION ITEMS- II.-3.
Committee 9/6/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/31/2016
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Discussion of Incorporating Agenda Item Process Flow Chart to Ordinance 931 (est. time 10 min.)**
Item Type: Ordinance

Recommendation:

Staff recommends including the Council Driven Agenda Item Process diagram into the city code.

Details:

The agenda item process diagram was developed in concert with the workshop related city code amendments but was not incorporated into the initial Ordinance 931 which implements the workshop structure. The version of Ord 931 attached incorporates the diagram. The benefit of including this information into the City Code is that it is less likely to be forgotten or lost and it is embodied next to the language formalizing the workshop structure making it more easily referenced by staff, governing body or the public.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

Enhances clarity and transparency of public process and policy.

ATTACHMENTS:

Description	Type
 Ord 931 With Agenda Item Process Diagram	Ordinance

ORDINANCE NO. 931

**AN ORDINANCE RELATING TO THE ADMINISTRATION OF THE CITY OF ROELAND PARK, KANSAS;
AMENDING AND REPEALING EXISTING SECTIONS 1-204, 1-207, 1-208, 1-212, 1-217 AND 1-315 OF THE
CODE OF THE CITY OF ROELAND PARK, KANSAS; ADDING NEW SECTION 1-204.1 TO THE CODE OF THE
CITY OF ROELAND PARK, KANSAS**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS:

SECTION 1. Existing Section 1-204 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

1-204. – Administrative Powers.

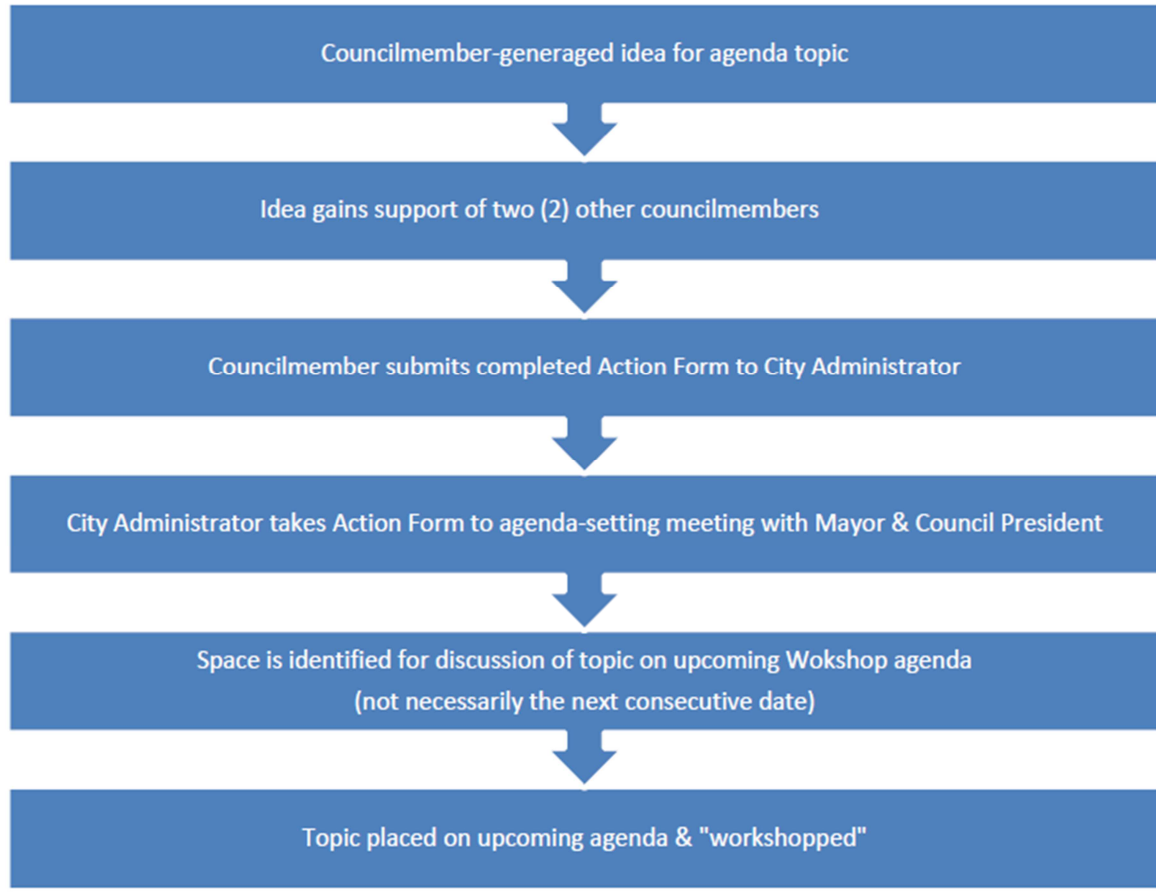
The Governing Body may designate whether the administration of a policy or the carrying out of any order shall be performed by a committee, an appointive officer, or the Mayor. If no administrative authority is designated it shall be vested in the City Administrator or his/her designee.

SECTION 2. Existing Section 1-207 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

1-207. - Workshops.

The regular meetings of the Governing Body Workshop shall be held on the first and third Mondays of each month at 6:00 p.m. in or adjacent to the Council Chambers of the Roeland Park City Hall, 4600 W. 51st Street, Roeland Park, Kansas, or at such other location as may be designated in a notice of meeting. In case the first or third Monday of any month falls on a holiday, the regular meeting may be held on the next secular day thereafter that is not a legal holiday or the fourth Monday of the same month. [The procedure for adding an agenda item for a Workshop meeting shall be as follows:](#)

COUNCIL-DRIVEN AGENDA ITEM PROCESS (REVISED)



SECTION 3. Existing Section 1-208 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

1-208. - Quorum.

At all meetings of the Governing Body, a majority of the Councilmembers elect shall constitute a quorum to do business, but a minority may adjourn from day to day and may compel the attendance of absentees by a fine not exceeding \$10.00 for each offense unless a reasonable excuse be offered.

SECTION 4. Existing Section 1-212 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

1-212. – Same; Amendment to Section 7.

Section 7 of the Code of Procedure for Kansas Cities is hereby amended to read as follows:

Public Comment. The Governing Body may by resolution adopt guidelines for the consideration of public comment at meetings of the Governing Body.

SECTION 5. Existing Section 1-217 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

1-217. - Same; Addition to Code of Procedure for Kansas Cities (Chairs and Co-Chairs of Service Areas).

The following shall be an addition to the Code of Procedure for Kansas Cities:

Chairs and Co-Chairs of Service Areas. All members of the City Council shall serve as Service Area representatives. Two members shall be appointed annually to serve one-year terms as Co-Chairs of each standing Service Area for the following year. Beginning on January 1, 2017, service area membership shall rotate annually each March in accordance with the schedule set forth below. The following shall be the standing Service Areas:

Administrative (1)

Finance (2)

Safety (3)

Public Works (4)

Each Council position has been assigned a position number for purposes of Service Area assignments:

Ward	Term Expiring	Position
1	2020 (2024)	1
1	2018 (2022)	2
2	2018 (2022)	3
2	2020 (2024)	4
3	2018 (2022)	5
3	2020 (2024)	6
4	2018 (2022)	7
4	2020 (2024)	8

Appointments will change on an eight-year rotation schedule according to the following schedule:

Service Area	2016	2017	2018	2019	2020	2021	2022	2023
(1)	8-1	1-7	7-2	2-6	6-3	3-5	5-4	4-8
(2)	7-4	4-6	6-1	1-5	5-2	2-8	8-3	3-7
(3)	6-3	3-5	5-4	4-8	8-1	1-7	7-2	2-6
(4)	5-2	2-8	8-3	3-7	7-4	4-6	6-1	1-5

Whoever is elected to fill that member's seat will take the position that the outgoing member had in the rotation. At the end of the rotation after year 8, the rotation schedule will start over (with the assignments being the same as for year 1).

SECTION 6. Existing Section 1-315 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

1-315. – City Administrator.

- (a) *Office of City Administrator established.* There is hereby created and established the office of City Administrator for the City.
- (b) *Appointment and tenure.* A qualified person shall be appointed City Administrator by the Mayor. Such appointment shall be approved by a majority of the City Council. The person so appointed shall serve at the pleasure of the Council, for an indefinite term.
- (c) *Qualifications.* The person appointed to the office of City Administrator shall be at least 25 years of age and shall be a resident of Johnson County, Kansas, unless otherwise waived, at the time of the effective date of such appointment; and shall be a graduate of an accredited university or college, majoring in public or municipal administration or shall have the equivalent qualifications and experience in financial, administration and/or public relations fields.
- (d) *Bond.* The City Administrator, before entering upon the duties of his or her office, shall file with the City a bond in the amount of \$50,000.00, such bond shall be approved by the City Council and such bond shall insure the City for the faithful and honest performance of the duties of the City and for rendering a full and proper account to the City for funds and property which shall come into the possession or control of the City Administrator. The cost of such bond shall be paid by the City; however, should the City Administrator be covered by a blanket bond to the same extent, such individual bond shall not be required.
- (e) *Compensation.* The City Administrator shall receive such compensation as may be determined from time to time by the City Council and such compensation shall be payable bi-weekly.

(f) *Removal of City Administrator.* The City Administrator shall serve at the pleasure of the City Council. The Mayor, with the consent of a majority of the City Council, may remove the City Administrator from office at will, and such City Administrator may also be removed by a 2/3 vote of the City Council independently of the Mayor's approval or disapproval.

(g) *Duties.*

- (1) *Administrative office:* The City Administrator shall be the Chief Administrative Assistant to the Governing Body. Except as otherwise specified by ordinance or by the law of the State of Kansas, the City Administrator shall coordinate and supervise the operation of all departments of the City.
- (2) *Budget:* The City Administrator shall be the budget officer of the City in accordance with Kansas Statutes and shall assemble estimates of the financial needs and resources of the City for each ensuing year and shall prepare a program of activities within the financial power of the City, embodying in it a budget document with proper supporting schedules and an analysis to be proposed to the Mayor and The City Council for their final approval.
- (3) *Financial reports:* The City Administrator shall make monthly reports to the Mayor and City Council relative to the financial condition of the City. Such reports shall show the financial conditions of the City in relation to the budget.
- (4) *Annual report:* The City Administrator shall prepare and present to the Mayor and the City Council an annual report of the City's affairs, including in such report a summary of reports of department heads and such other reports as the Mayor and City Council may require.
- (5) *Personnel system:* The City Administrator shall act as the personnel officer of the City and shall recommend an appropriate position classification system and pay plan to the Mayor and City Council and administer an appropriate position classification system and pay plan, as approved by the Mayor and City Council. The City Administrator, after consultation with department heads, shall approve advancements and appropriate pay increases within the approved pay plans and position classification system. The City Administrator shall have the power to appoint and remove (in accordance with personnel system regulations approved by the City Council) all subordinate employees of the City. The City Administrator shall make recommendations to the Mayor regarding the appointment and removal of all appointive officials of the City.
- (6) *Policy formulation.* The City Administrator shall recommend to the Mayor and City Council adoption of such measures as he or she may deem necessary or expedient for the health, safety, or welfare of the City or for the improvement of administrative services for the City.
- (7) *City Council agenda:* The City Administrator shall assist the Mayor in preparing an agenda for each City Council meeting at least 48 hours before the time of the regular Council meeting.
- (8) *Boards and committees:* The City Administrator shall work with all City boards and committees to help coordinate the work of each.
- (9) *Attend Council meetings:* The City Administrator shall attend all meetings of the City Council.

- (10) *Bid specifications:* The City Administrator shall supervise the preparation of all bid specifications for services and equipment, and receive sealed bids for presentation to the City Council.
- (11) *State and federal aid program:* The City Administrator shall coordinate federal and state programs which may have application to the City.
- (12) *Conference attendance:* The City Administrator shall attend state and regional conferences and programs applicable to his or her office, and the business of the City, whenever such attendance is directed and approved by the City Council and the Mayor.
- (13) *Press release:* The City Administrator, in conjunction with the Mayor, shall be responsible for keeping the public informed in the purposes and methods of City government through all available news media.
- (14) *Record keeping:* The City Administrator shall keep full and accurate records of all actions taken by him or her in the course of his or her duties, and he or she shall safely and properly keep all records and papers belonging to the City and entrusted to his or her care; except as otherwise provided by law, all such records shall be and remain the property of the City and be open to inspection by the Mayor and the City Council at all times.
- (15) *Sign contracts:* The City Administrator shall sign contracts on behalf of the City after the contract has been approved or authorized by the City Council.
- (16) *Enforce ordinances.* The City Administrator shall execute and enforce all ordinances of the City.
- (17) The City Administrator shall perform such other duties as may be described or amended in any City Administrator job description or employment contract.

(h) *Powers*

- (1) *City property:* The City Administrator shall have responsibility for all real and personal property of the City subject to his or her authority. He or she shall have responsibility for all inventories of such property and for the upkeep of all such property. Personal property may be sold by the City Administrator only with approval of the City Council. Real property may be sold only with the approval of the City Council by resolution or ordinance.
- (2) *Implement administrative policies:* The City Administrator shall have the power to prescribe such rules and regulations as he or she shall deem necessary or expedient for the implementation of administrative policies as set forth by the Governing Body.
- (3) *Coordinate officials:* The City Administrator shall have the power to overrule any action taken by a department head subject to his or her authority, and may supersede him or her in the functions of such office.
- (4) *Investigate and report:* The City Administrator shall have the power to investigate and to examine or inquire into the affairs or operation of any department of the City under his or her

jurisdiction, and shall report on any condition or fact concerning the City government requested by the Mayor or City Council.

- (5) *Appear before the City Council:* The City Administrator shall have the power to appear before and address the City Council at any meeting.
- (6) At no time shall the duties or powers of the City Administrator supersede the lawful action of the Mayor and/or City Council.

SECTION 7. Section 1-204.1 is hereby added to the Code of the City of Roeland Park, Kansas, and shall read as follows.

1-204.1. – Council Purpose, Powers and Duties.

- (a) Purpose. Public officials are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of this State and to carry out impartially the laws of the City and thus to foster respect for all government. They are bound to observe in their official acts the highest standards of ethics and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the long-term public interest must be their primary concern. Their conduct in both their official and private affairs should be above reproach. The Council is responsible for setting policy and community direction.
- (b) Powers and Duties. The Council has the duty to meet and consider policy and community direction issues and the authority to adopt said policy. All powers exercised by cities of the second class or which shall hereafter be conferred upon them shall be exercised by the Governing Body, subject to such limitations as prescribed by law. All legislative authority granted or limited by law shall be vested in the Mayor and City Council as the Governing Body of the City. No member of the Council shall directly interfere with the conduct of any department, except at the express direction of the Council.

SECTION 8. Existing Sections 1-204, 1-207, 1-208, 1-212, 1-217 and 1-315 of the Code of the City of Roeland Park, Kansas are hereby repealed.

SECTION 9. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this 15th day of August, 2016. APPROVED by the Mayor.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

Neil R. Shortlidge, City Attorney

Item Number: DISCUSSION ITEMS- II.-4.
Committee 9/6/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date:	8/31/2016
Submitted By:	Keith Moody
Committee/Department:	Admin.
Title:	Discuss Weed Control Along Curb Line (est. time 10 min.)
Item Type:	Discussion

Recommendation:

Staff recommends a pilot weed control program along the curb (front and back sides) in the spring of 2017.

Details:

The City has in the past sent post card notices to property owners with weeds growing between the back of curb and their sidewalk or driveway. Attached is a summary reflecting \$4,424 in total cost (\$2,678 in out of pocket costs) anticipated to complete this enforcement action once per year on a city wide basis.

Also attached is a summary reflecting \$3,153 in total cost (\$2,392 in out of pocket costs for the first year and \$1,390 in subsequent years) for once a year weed control (via spraying) along the front and back side of the curb. Year one is more expensive based on the purchase of a trailer mounted sprayer that would be pulled with an existing mower. This system could also be used to apply pre-emergent to the lawns owned by the City (prevents dandelions). A single spring pre-emergent treatment for all lawns owned by the City would cost \$3,125 if completed by a landscape company. They payback period on the sprayer if only used to treat our lawns is one season.

The amount of staff time as well as the out of pocket expense is lower for the spraying approach. Another advantage to spraying is that it is proactive vs. reactive. Finally, the City is responsible for the weeds on the front side of the curb; with this approach both areas can be treated in the same pass.

How does item relate to Strategic Plan?

Employs innovative approach to addressing a problem while reducing costs.

How does item benefit Community for all Ages?

Enhances the appearance of the community.

Additional Information

The City would continue to encourage property owners to control weeds along the backside of the curb as well as in the sidewalk abutting their property.

ATTACHMENTS:

Description	Type
☐ Weed Enforcement Cost Estimate	Backup Material
☐ Spraying Cost Estimate	Backup Material

Cost Projection

Code Enforcement of Weeds in Sidewalks

Staff	Cost/Hr	Hours	Cost	Description
Code Enforcement Officer	36.37	48	\$ 1,745.76	32 hours total to complete field inspections, addressing/mailling, and rechecking. Estimated 16 hours spent on those addresses that do not comply which entails additional field checks and notices; a second notice sent certified mail (\$6.46/each) and then court summons (\$6.46/each).
Materials	Cost/item	Quantity	Cost	
Stationary			\$ -	
First Notice (post card)	\$ 0.34	1500	\$ 513.75	approximate for what there was 3 years ago
2nd Notice (certified mail)	\$ 6.56	300	\$ 1,968.00	approximate for what there was 3 years ago
3rd Notice (court summons)	\$ 6.56	30	\$ 196.80	approximate for what there was 3 years ago
			\$ 4,424.31	Total

Annual Out of Pocket Expense = \$ 2,678.55 Assuming one enforcement process per year.

Cost Projection			
Spraying 64.5 miles of curb for weeds			
Equipment Purchase	Quantity	Cost/Item	Cost
60 gallon sprayer tank on mini-trailer	1	\$ 997.00	\$ 997.00
PW Equipment Usage	Cost/Hr	Hours	Cost
Grasshopper Mower	\$ 5.83	17	\$ 99.11
Misc. Hours for maint.	\$ 4.00	2	\$ 8.00
Pick-Up Truck	\$ 19.45	1	\$ 19.45
			\$ 126.56
Staff	Cost/Hr	Hours	Cost
PW Employee	28.84	22	\$ 634.48
Materials	Cost/item	Quantity	Cost
Total Kill	\$ 465.00	3	\$ 1,395.00
			\$ 3,153.04

Sprayer could be used to control weeds on city owned lawns as well.

Hours = 64.5 miles divided by 4 mph Cost includes fuel and depreciation value

Hours = 2 hours for refueling and general maintenance

Subtotal

Hours = 17 to spray, 2 general maintenance, and 3 hours travel & assemble

55 gallon drum Total Kill. Estimated need at 3 for 64.5 miles

Total (Includes Staff Hours)

First Year Out of Pocket Expense = \$ 2,392.00
Annual Out of Pocket Expense = \$ 1,395.00 Assuming one spraying per year.

Item Number: DISCUSSION ITEMS- II.-5.
Committee 9/6/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/2/2016
Submitted By: Keith Moody
Committee/Department:
Title: **Renewal of Building Inspection Service Agreement with Westwood**
Item Type: Discussion

Recommendation:

Staff recommends renewing the building inspection service agreement with Westwood.

Details:

The governing bodies of the City of Westwood and the City of Roeland Park approved an interlocal agreement in September of 2012 where both cities assist each other by providing Building Inspection Services in times of need. That original agreement was for a two-year period of time, and expires in October of 2014. Current agreement is attached as well as the renewal agreement. The agreement format is the same, dates and names have been updated.

As presented this interlocal agreement will continue the multi-jurisdictional building inspection services agreement between the cities of Westwood and Roeland Park. The agreement establishes a fee for each community of \$45 per hour for services provided, with detailed reporting to accompany invoices. The agreement is for a similar two year period. The agreement does not require us to use Westwood it merely provides the opportunity.

How does item relate to Strategic Plan?

Encourages inter-governmental service sharing and enhances flexibility.

How does item benefit Community for all Ages?

N/A

Additional Information

Westwood is currently assisting Roeland Park with building inspection services while we recruit for a building official and consider other options.

ATTACHMENTS:

Description	Type
📎 Current Agreement Between Westwood and Roeland Park	Cover Memo
📎 Renewal Agreement Between Westwood and Roeland Park	Cover Memo

AGREEMENT BETWEEN THE CITY OF WESTWOOD AND THE CITY OF ROELAND PARK FOR MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES

This Agreement for multi-jurisdictional building inspection services (the "Agreement") is made pursuant to K.S.A. section 12-2908, by and between the City of Westwood, Kansas, a Kansas municipal corporation, and the City of Roeland Park, Kansas, a Kansas municipal corporation (collectively referred to as the "Parties").

RECITALS

WHEREAS, K.S.A. section 12-2908 authorizes municipalities to contract with each other to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform; and

WHEREAS, as authorized by statute, the Parties both operate Departments that are engaged in activities relating to permitting, inspection, and plan review services within the area of their respective jurisdictions ("Building Inspection Services"); and

WHEREAS, the Parties desire to enter into this Agreement to allow the Parties to assist each other by providing Building Inspection Services in times of need to allow for more efficient and effective use of public resources and to improve the quality of services provided.

NOW THEREFORE, pursuant to K.S.A. section 12-2908, and in consideration of the mutual advantage received by each Party, the Parties enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT

The purpose and intent of this Agreement is for the Parties to assist each other by providing Building Inspection Services for each other in times of need. Upon the need of the requesting Party, the other Party shall provide Building Inspection Services in accordance with the requesting Party's adopted building, electrical, plumbing, mechanical or other applicable codes; provided, that the other Party shall not be required to provide such service to the detriment of its ability to service its own needs. As detailed hereafter, the requesting Party shall reimburse the other Party for any Building Inspection Services provided in accordance with this Agreement.

II. PARTIES' RESPONSIBILITIES

1. A Party requesting Building Inspection Services shall give the other Party a minimum of one (1) working day's notice whenever practicable. A request for such service shall be made in person or by telephone to the other Party's Building Official or Inspector designated below. The requesting Party shall timely provide the Building Official/ Inspector all documentation and other information necessary for the requested Building Inspection Services. Both Parties hereby reserve the right to refuse a request for

services in the event that staffing levels are not sufficient to meet the Party's own needs. At all times each Party shall fully maintain the direction and control of its own employees, and at no time shall said employees be considered the employees of the other Party.

2. When providing Building Inspection Services, each Party agrees to:
 - a. Provide all labor, technical, administrative, professional, and other resources, which are requested and necessary to perform the specific Building Inspection Services in accordance with the requesting Party's adopted codes (including any local amendments). This includes attendance at the requesting Party's meetings as necessary, including its City Council, Planning Commission, or Board of Zoning Appeals meetings or Municipal Court.
 - b. Consult as necessary with the property owner or the property owners contractor, developer, designer or other appropriately designated agent to facilitate any necessary corrections.
 - c. Prepare and provide a formal written inspection report for each inspection provided. Said inspection report shall be provided to the requesting Party and, if appropriate, to the property owner or the property owner's contractor, developer, designer or other appropriately designated agent. Said inspection report shall detail the inspection services provided, and verify whether the inspected property and structure is in compliance with the requesting Party's adopted codes. In the event of any noncompliance, the inspection report shall detail such non compliance and any work required to bring said property/structure into compliance.

III. ADMINISTRATION AND COMPENSATION

1. This Agreement shall be administered by the City of Westwood, acting by and through its designated representative, who shall be the City of Westwood public official designated as Project Administrator.
2. Each Party shall be responsible for timely submitting its invoices to the Project Administrator for any Building Inspection Services provided pursuant to this Agreement. The Parties agree to pay each other forty-five dollars (\$45) per hour for all Building Inspection Services provided in accordance with this agreement. Additionally, the parties agree to pay each other a plan review fee for permits on buildings greater than 2,000 sq ft, 50% of the building permit cost.
3. On a quarterly basis, the Project Administrator shall prepare a written summary detailing all Building Inspection Services provided as of such time by either or both Parties, and the invoice amount for the same. The Parties agree to pay their respective amounts due within sixty (60) days of the receipt of the Project Administrator's written summary.

IV. TERM

This Agreement shall be effective for a term of two (2) years from the Effective Date determined below; provided, either Party may terminate this Agreement at any time by providing the other Party with not less than thirty (30) days' written notification of the Party's intent to terminate the Agreement.

V. INDEMNIFICATION AND INSURANCE

1. To the extent permitted by Kansas law, and subject to the provisions of the Kansas Tort Claims Act (including, but not limited to, provisions relating to immunities and maximum liability), each Party hereby agrees to indemnify, defend, and hold harmless the other Party, the other Party's Building Official/ Inspector, and the other Party's elected officials, officers, and other employees from and against all claims, demands, losses, damages, liabilities, administrative and judicial proceedings and orders, judgments and all expenses or costs of any kind, including but not limited to reasonable attorney's fees, defense costs, and expenses arising directly or indirectly, in whole or in part, out of the other Party's provision of Building Inspection Services in accordance to this Agreement. This indemnification paragraph shall survive the termination of this Agreement.
2. During the term of this Agreement each Party shall at its own expense maintain General Liability Insurance in an amount not less than five hundred thousand (\$500,000.00) per occurrence and one million (\$1,000,000.00) annual aggregate. In addition, each Party shall maintain Errors & Omissions Coverage Insurance in the amount of one million (\$1,000,000.00) per occurrence and annual aggregate. Each Party shall furnish the other Party with certificates of insurance evidencing the foregoing coverage and naming the other Party as an additional insured. A violation of this provision may be treated by either Party as a material breach allowing it to immediately terminate this Agreement.
3. Each Party shall maintain Worker's Compensation Insurance in an amount equal to or greater than the minimum amount required by statute. Each Party shall furnish the other Party with a certificate of insurance evidencing the foregoing coverage and naming the other Party as a certificate holder. With respect to any Worker's Compensation claim, it is the Parties' intent that each Party shall be responsible for any such claim made by its own employees, even if such claim arises from any work performed for the other Party under this Agreement. Each Party hereby releases the other Party from all liability for loss due to any act or neglect of the other Party resulting in an injury to a Party's employee. In making this release, each Party agrees that it will use its best efforts to cause its insurer to waive any subrogation rights which the insurer might have against the other Party with respect to expenses incurred or amounts paid under such policies on behalf of the insured Party. A violation of this provision may be treated by either Party as a material breach allowing it to immediately terminate this Agreement.

VI. NOTICES

As stated above, any request for Building Inspection Services shall be made in person or by telephone to the other Party's Building Official or Inspector designated below. Any other notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given if (i) delivered to the Party at the address set forth below, (ii) if transmitted by facsimile when confirmation of transmission is received, (iii) deposited in the U.S. Mail by registered or certified mail, return receipt requested, to the address set forth below, or (iv) given to a recognized and reputable overnight delivery service to the address set forth below:

To the City of Westwood:

Attn: Building Inspector
City of Westwood
4700 Rainbow Blvd.
Westwood, KS 66205
(913) 362-1550; (913) 362-3308

With a copy to

Attn: Fred Sherman
City Clerk
City of Westwood
4700 Rainbow Blvd.
Westwood, KS 66205
(913) 362-1550; (913) 362-3308

To the City of Roeland Park:

Attn: Michael Flickinger
Building Official
City of Roeland Park
4600 W. 51st St
Roeland Park, KS 66205
(913) 722-2600; (913) 722-3713 fax

With a copy to

Attn: Aaron Otto
City Administrator
City of Roeland Park
4600 W. 51st St
Roeland Park, KS 66205
(913) 722-2600

or at such other address, telephone number or fax number, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section.

VII. MISCELLANEOUS PROVISIONS

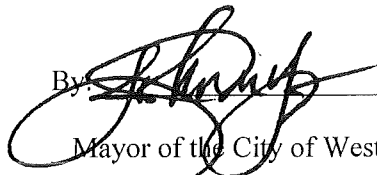
1. **Entire Agreement.** This written Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereto. This Agreement cannot be amended except in writing executed by both Parties. It is also understood that this Agreement may later be amended or supplemented to allow other cities to participate.

2. **Headings.** The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraph or of this Agreement nor in any way affect this Agreement.

3. **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there shall be added in lieu thereof a provision as similar in terms to such provision as possible and be legal, valid and enforceable.
4. **Waiver.** The failure to enforce or remedy any noncompliance of the terms and conditions of this Agreement shall not constitute a waiver of either Party's rights or a waiver of the obligation as herein provided.
5. **Preparation of Agreement.** This Agreement has been prepared by the combined efforts of the Parties and is not to be construed against any Party.
6. **Assignment.** This Agreement is not assignable in whole or in part.
7. **No Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this agreement.
8. **Retention of Records.** Pursuant to law, the Parties must keep and maintain accurate books of records and accounts in accordance with generally accepted accounting principles of liabilities and obligations incurred under this Agreement and all paper, files, accounts, reports and all other material relating to work under this Agreement and must make all such materials available at any reasonable time during the term of this Agreement and for five (5) years from the date of termination for audit, inspection and copying upon any Party's request.
9. **General Compliance with Laws.** The Parties are required to comply with all applicable federal and state law and local ordinances and regulations.
10. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Kansas.
11. **Authority of Signatory.** Each Party represents and warrants that it is a duly formed and validly existing municipal corporation under the laws of the State of Kansas, and that the individual executing this Agreement on behalf of the Party is authorized and empowered to bind the Party.
12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.
13. **Effective Date.** This Agreement shall become effective and binding only upon the execution of this Agreement by both Parties. The Effective Date of this Agreement shall be on the last date of execution by the Parties indicated below.

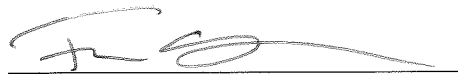
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date(s) cited below by their respective Mayors upon the approval of their Governing Bodies.

THE CITY OF WESTWOOD, KANSAS

By: 

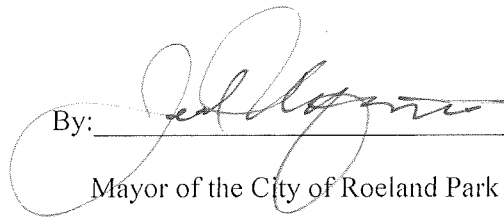
Mayor of the City of Westwood
Date: 9/18/14

ATTESTED TO:



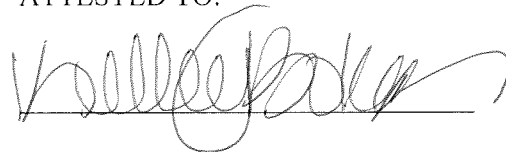
City Clerk of the City of Westwood
Date: 9/18/14

THE CITY OF ROELAND PARK, KANSAS

By: 

Mayor of the City of Roeland Park
Date: 10/22/14

ATTESTED TO:



City Clerk of the City of Roeland Park
Date: 10/22/14

**AGREEMENT BETWEEN THE CITY OF WESTWOOD AND THE CITY OF
ROELAND PARK FOR MULTI-JURISDICTIONAL BUILDING
INSPECTION SERVICES**

This Agreement for multi-jurisdictional building inspection services (the “Agreement”) is made pursuant to K.S.A. section 12-2908, by and between the City of Westwood, Kansas, a Kansas municipal corporation, and the City of Roeland Park, Kansas, a Kansas municipal corporation (collectively referred to as the “Parties”).

RECITALS

WHEREAS, K.S.A. section 12-2908 authorizes municipalities to contract with each other to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform; and

WHEREAS, as authorized by statute, the Parties both operate Departments that are engaged in activities relating to permitting, inspection, and plan review services within the area of their respective jurisdictions (“Building Inspection Services”); and

WHEREAS, the Parties desire to enter into this Agreement to allow the Parties to assist each other by providing Building Inspection Services in times of need to allow for more efficient and effective use of public resources and to improve the quality of services provided.

NOW THEREFORE, pursuant to K.S.A. section 12-2908, and in consideration of the mutual advantage received by each Party, the Parties enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT

The purpose and intent of this Agreement is for the Parties to assist each other by providing Building Inspection Services for each other in times of need. Upon the need of the requesting Party, the other Party shall provide Building Inspection Services in accordance with the requesting Party’s adopted building, electrical, plumbing, mechanical or other applicable codes; provided, that the other Party shall not be required to provide such service to the detriment of its ability to service its own needs. As detailed hereafter, the requesting Party shall reimburse the other Party for any Building Inspection Services provided in accordance with this Agreement.

II. PARTIES’ RESPONSIBILITIES

1. A Party requesting Building Inspection Services shall give the other Party a minimum of one (1) working day’s notice whenever practicable. A request for such service shall be made in person or by telephone to the other Party’s Building Official or Inspector designated below. The requesting Party shall timely provide the Building Official/ Inspector all documentation and other information necessary for the requested Building Inspection Services. Both Parties hereby reserve the right to refuse a request for

services in the event that staffing levels are not sufficient to meet the Party's own needs. At all times each Party shall fully maintain the direction and control of its own employees, and at no time shall said employees be considered the employees of the other Party.

2. When providing Building Inspection Services, each Party agrees to:
 - a. Provide all labor, technical, administrative, professional, and other resources, which are requested and necessary to perform the specific Building Inspection Services in accordance with the requesting Party's adopted codes (including any local amendments). This includes attendance at the requesting Party's meetings as necessary, including its City Council, Planning Commission, or Board of Zoning Appeals meetings or Municipal Court.
 - b. Consult as necessary with the property owner or the property owners contractor, developer, designer or other appropriately designated agent to facilitate any necessary corrections.
 - c. Prepare and provide a formal written inspection report for each inspection provided. Said inspection report shall be provided to the requesting Party and, if appropriate, to the property owner or the property owner's contractor, developer, designer or other appropriately designated agent. Said inspection report shall detail the inspection services provided, and verify whether the inspected property and structure is in compliance with the requesting Party's adopted codes. In the event of any noncompliance, the inspection report shall detail such non compliance and any work required to bring said property/structure into compliance.

III. ADMINISTRATION AND COMPENSATION

1. This Agreement shall be administered by the City of Westwood, acting by and through its designated representative, who shall be the City of Westwood public official designated as Project Administrator.
2. Each Party shall be responsible for timely submitting its invoices to the Project Administrator for any Building Inspection Services provided pursuant to this Agreement. The Parties agree to pay each other forty-five dollars (\$45) per hour for all Building Inspection Services provided in accordance with this agreement. Additionally, the parties agree to compensate each other 50% of all required plan review fees.
3. On a quarterly basis, the Project Administrator shall prepare a written summary detailing all Building Inspection Services provided as of such time by either or both Parties, and the invoice amount for the same. The Parties agree to pay their respective amounts due within sixty (60) days of the receipt of the Project Administrator's written summary.

IV. TERM

This Agreement shall be effective for a term of two (2) years from the Effective Date determined below; provided, either Party may terminate this Agreement at any time by providing the other Party with not less than thirty (30) days' written notification of the Party's intent to terminate the Agreement.

V. INDEMNIFICATION AND INSURANCE

1. To the extent permitted by Kansas law, and subject to the provisions of the Kansas Tort Claims Act (including, but not limited to, provisions relating to immunities and maximum liability), each Party hereby agrees to indemnify, defend, and hold harmless the other Party, the other Party's Building Official/ Inspector, and the other Party's elected officials, officers, and other employees from and against all claims, demands, losses, damages, liabilities, administrative and judicial proceedings and orders, judgments and all expenses or costs of any kind, including but not limited to reasonable attorney's fees, defense costs, and expenses arising directly or indirectly, in whole or in part, out of the other Party's provision of Building Inspection Services in accordance to this Agreement. This indemnification paragraph shall survive the termination of this Agreement.
2. During the term of this Agreement each Party shall at its own expense maintain General Liability Insurance in an amount not less than five hundred thousand (\$500,000.00) per occurrence and one million (\$1,000,000.00) annual aggregate. In addition, each Party shall maintain Errors & Omissions Coverage Insurance in the amount of one million (\$1,000,000.00) per occurrence and annual aggregate. Each Party shall furnish the other Party with certificates of insurance evidencing the foregoing coverage and naming the other Party as an additional insured. A violation of this provision may be treated by either Party as a material breach allowing it to immediately terminate this Agreement.
3. Each Party shall maintain Worker's Compensation Insurance in an amount equal to or greater than the minimum amount required by statute. Each Party shall furnish the other Party with a certificate of insurance evidencing the foregoing coverage and naming the other Party as a certificate holder. With respect to any Worker's Compensation claim, it is the Parties' intent that each Party shall be responsible for any such claim made by its own employees, even if such claim arises from any work preformed for the other Party under this Agreement. Each Party hereby releases the other Party from all liability for loss due to any act or neglect of the other Party resulting in an injury to a Party's employee. In making this release, each Party agrees that it will use its best efforts to cause its insurer to waive any subrogation rights which the insurer might have against the other Party with respect to expenses incurred or amounts paid under such policies on behalf of the insured Party. A violation of this provision may be treated by either Party as a material breach allowing it to immediately terminate this Agreement.

VI. NOTICES

As stated above, any request for Building Inspection Services shall be made in person or by telephone to the other Party's Building Official or Inspector designated below. Any other notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given if (i) delivered to the Party at the address set forth below, (ii) if transmitted by facsimile when confirmation of transmission is received, (iii) deposited in the U.S. Mail by registered or certified mail, return receipt requested, to the address set forth below, or (iv) given to a recognized and reputable overnight delivery service to the address set forth below:

To the City of Westwood:

Attn: Eddie McNeil
Building Official
City of Westwood
4700 Rainbow Blvd.
Westwood, KS 66205
(913) 362-1550; (913) 362-3308

With a copy to

Attn: Fred Sherman
Chief Administrative Officer
City of Westwood
4700 Rainbow Blvd.
Westwood, KS 66205
(913) 362-1550; (913) 362-3308

To the City of Roeland Park:

Attn:
Building Official
City of Roeland Park
4600 W. 51st St
Roeland Park, KS 66205
(913) 722-2600; (913) 722-3713 fax

With a copy to

Attn: Keith Moody
City Administrator
City of Roeland Park
4600 W. 51st St
Roeland Park, KS 66205
(913) 722-2600

or at such other address, telephone number or fax number, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section.

VII. MISCELLANEOUS PROVISIONS

1. **Entire Agreement.** This written Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereto. This Agreement cannot be amended except in writing executed by both Parties. It is also understood that this Agreement may later be amended or supplemented to allow other cities to participate.

2. **Headings.** The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraph or of this Agreement nor in any way affect this Agreement.

3. **Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there shall be added in lieu thereof a provision as similar in terms to such provision as possible and be legal, valid and enforceable.
4. **Waiver.** The failure to enforce or remedy any noncompliance of the terms and conditions of this Agreement shall not constitute a waiver of either Party's rights or a waiver of the obligation as herein provided.
5. **Preparation of Agreement.** This Agreement has been prepared by the combined efforts of the Parties and is not to be construed against any Party.
6. **Assignment.** This Agreement is not assignable in whole or in part.
7. **No Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions herein to any person or entity that is not a Party to this agreement.
8. **Retention of Records.** Pursuant to law, the Parties must keep and maintain accurate books of records and accounts in accordance with generally accepted accounting principles of liabilities and obligations incurred under this Agreement and all paper , files, accounts, reports and all other material relating to work under this Agreement and must make all such materials available at any reasonable time during the term of this Agreement and for five (5) years from the date of termination for audit, inspection and copying upon any Party's request.
9. **General Compliance with Laws.** The Parties are required to comply with all applicable federal and state law and local ordinances and regulations.
10. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Kansas.
11. **Authority of Signatory.** Each Party represents and warrants that it is a duly formed and validly existing municipal corporation under the laws of the State of Kansas, and that the individual executing this Agreement on behalf of the Party is authorized and empowered to bind the Party.
12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.
13. **Effective Date.** This Agreement shall become effective and binding only upon the execution of this Agreement by both Parties. The Effective Date of this Agreement shall be on the last date of execution by the Parties indicated below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date(s) cited below by their respective Mayors upon the approval of their Governing Bodies.

THE CITY OF WESTWOOD, KANSAS

THE CITY OF ROELAND PARK, KANSAS

By: _____
John M. Yé
Mayor of the City of Westwood

By: _____
Joel Marquardt
Mayor of the City of Roeland Park

Date: _____

Date: _____

ATTESTED TO:

ATTESTED TO:

Frederick L. Sherman
City Clerk of the City of Westwood

Kelley Bohon
City Clerk of the City of Roeland Park

Date: _____

Date: _____

Item Number: DISCUSSION ITEMS- II.-6.
Committee 9/6/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/31/2016
Submitted By: Keith Moody
Committee/Department:
Title: **Consider Agreement with IBTS for Development Plan Review Services (est. time 10 min.)**
Item Type: Discussion

Recommendation:

Staff is not prepared to make a recommendation at this time. We are gathering information on other options while continuing to recruit for a building official but wanted to introduce IBTS to you.

Details:

IBTS (Institute for Building Technology and Safety) is national not for profit agency that developed out of the need for smaller communities to have access to professional development review and approval services. The following link provides a more in dept history. <http://www.ibts.org/about-us/history.html> The KC division is housed with in MARC's offices. Small area communities approached MARC to find a joint solution and IBTS was recruited to address the need.

Smaller agencies that do not have demand for full time staff or have difficulty in retaining part time staff to perform these services use IBTS as an extension of their staff. Attached is a list of agencies using IBTS as well as the services they are providing for that agency.

Attached a their standard agreement. Section 7 does require a city to use IBTS exclusively for those services selected in the agreement. Being without a building official at the same time that we are faced with two new commercial building projects is the motivation behind our looking at IBTS as an option. Although Westwood is assisting with basic residential permits their staff is not able to assist with commercial building plan review and construction inspection. We are also discussing the possibility of JOCO providing these services as they do this for Mission.

SKW have provided platting and development plan review, which is work that an engineer is familiar with. Contracting for different parts of the development service is not uncommon for smaller agencies. Even in doing so a need remains to have knowledgeable staff available to handle inquiries and facilitate the process between applicants, the consultants, and the appropriate committee.

If IBTS were willing to forgo the "exclusive" language I would be comfortable recommending entering into an agreement with them at this time as this would put in place a service provider while we continue to consider other options (the costs, flexibility and responsiveness, the personnel that would be working with us, etc.)

How does item relate to Strategic Plan?

Enhances organizational flexibility and responsiveness.

How does item benefit Community for all Ages?

N/A

Additional Information

I think it would be appropriate to look at our development fees (plat review, zoning, development plan review, building permits) as we consider options as well. It would appear that they are dated.

ATTACHMENTS:

Description	Type
☐ Standard IBTS Service Agreement	Backup Material
☐ IBTS Client List	Backup Material

Service Agreement

Between

IBTS

and

The CITY OF ROELAND PARK, KANSAS

**COOPERATIVE SERVICE AGREEMENT
BETWEEN
IBTS
AND
CITY OF ROELAND PARK, MISSOURI**

On this _____ day of _____, 2016, the CITY OF ROELAND PARK, Kansas, herein after referred to as "Jurisdiction", located at _____ Roeland Park, KS, _____ and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147 hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

WITNESSETH

WHEREAS, the Mid-America Regional Council (MARC), along with IBTS and has made available to the Jurisdiction for consideration regional building code services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local Jurisdictions and regional councils by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, Jurisdiction recognizes the safety and other energy benefits from code compliance of residential and commercial structures; and

WHEREAS, Jurisdiction desires to participate in the regional services negotiated by MARC with IBTS:

NOW THEREFORE, in consideration of the above, Jurisdiction hereby enters into this cooperative purchase agreement made available through the Kansas City Regional Purchasing Cooperative (KCRPC) program for the services described below:

In consideration of the mutual agreements contained herein, Jurisdiction and IBTS agree as follows, to-wit:

1.0 DEFINITIONS

"MARC/IBTS Project" hereafter referred to as "Project" references the full scope of activities and services outlined in this Master Agreement for the building department services project.

"Advisory Committee" refers to the Oversight Advisory Committee established by MARC. The Advisory Committee consists of representatives of participating Jurisdictions and will meet on a periodic basis to provide input and guidance for the Project.

"Applicant" refers to any individual, business or organization applying for building code department permits and/or services from a Jurisdiction and paying certain fees for those permits and/or services.

"Jurisdictions" refers to city, county and other governmental organizations in the states of Kansas and Kansas.

"Master Agreement" refers to the agreement entered into by MARC and IBTS for the purposes of defining key elements of the regional approach to the building department services project (also called MARC/IBTS Project or Project) and the responsibilities of both parties.

COOPERATIVE SERVICE AGREEMENT
BETWEEN IBTS AND CITY OF ROELAND PARK, MISSOURI

“Services Agreement” refers to this agreement entered into by a Jurisdiction and IBTS that define specific services to be delivered by IBTS to the Jurisdiction. This Service Agreement should be considered as a cooperative purchase agreement made available through the Kansas City Regional Cooperative Purchasing program (KCRPC). Any Jurisdiction in the states of Kansas and Kansas can enter into a Service Agreement with IBTS as a result of this Master Agreement.

2.0 CUSTOMER SERVICE

Customer Service – Should an issue arise for any Jurisdiction with delivery of services by IBTS that Jurisdiction shall notify IBTS and work directly with IBTS to resolve the issue within 30 days. Should the issue remain unresolved after 30 days, the Jurisdiction can seek further resolution, including cancelation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

3.0 SERVICE SELECTION

The full scopes of services offered by IBTS found in the Master Agreement are listed as attachments to this Service Agreement. Jurisdiction hereby selects to implement the services identified below by initialing beside the services to be implemented in the Jurisdiction:

_____ : Building Code Department Services & Fees, Attachment B
_____ : Flood Plain Services & Fees, Attachment C
_____ : Accessibility Code Services & Fees, Attachment D
_____ : Fire Code Review & Inspection Services & Fees, Attachment E
_____ : Storm water Services & Fees, Attachment F
_____ : FIT® Permitting Software & Fees, Attachment G
_____ : Energy Management & Green Building Services & Fees, Attachment H
_____ : Planning & Zoning Services & Fees, Attachment I
_____ : Property Maintenance Services, Attachment J
_____ : Wastewater Review, Attachment K
_____ : Residential Building Inspector, Attachment L

4.0 CHANGES AND ADDITIONAL SERVICES

Jurisdiction may request addendums to the services outlined in the following attachments so that additional services not currently described can be added. Examples of addendums that can be included are specialty services, such as Property Maintenance Services, Contractor Licensing Services, Business Licensing Services, Public Works Inspections, and other services as needs are identified and documented by MARC, IBTS and/or Jurisdiction(s). If any such change causes an increase or decrease in the cost of or in the time required for performance of this Master Agreement, IBTS shall notify MARC in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and MARC will negotiate the new terms and modify the Master Agreement as described in Section 15.0 – Agreement Modification.

5.0 USE OF REGISTERED TRADEMARKS

IBTS and Jurisdiction give mutual permission to each other to utilize each other’s registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the attachments as long as this Service Agreement remains in effect.

COOPERATIVE SERVICE AGREEMENT
BETWEEN IBTS AND CITY OF ROELAND PARK, MISSOURI

6.0 FEE COLLECTION:

The Jurisdiction will collect all the fees required in order to pay the fees invoiced by IBTS. The Jurisdiction will be responsible for collecting all fees, fines and violations associated with Property Maintenance services. IBTS will invoice the city on a monthly basis for all services provided.

6.1 PAYMENT TERMS AND PROCESS

Jurisdiction will receive all fees associated with the services provided for the Jurisdiction. Jurisdiction will collect payment of fees from the applicant for appropriate services and will retain certain fees for its services.

Jurisdiction agrees to pay IBTS for services provided and according to the attached fee schedules. Jurisdiction agrees to pay IBTS for services provided with 45 working days of receipt of invoice from IBTS.

Invoice For Plan Reviews and Inspections – IBTS will invoice the Jurisdiction within 10 days of the end of the month in which services was provided. IBTS will invoice the Jurisdiction only for services provided and requested by the Jurisdiction. Within 45 working days of the end of the month, Jurisdiction will make payment to IBTS for the invoice amount. A report will be attached to the invoice containing the Jurisdiction's approved time sheet.

7.0 TERM OF AGREEMENT

This initial two-year Service Agreement term shall begin on _____, 2016, and shall end on _____, 2018. After the expiration date of this Service Agreement, the Service Agreement and all subsequent amendments will automatically renew and be extended for additional two-year terms until either Jurisdiction or IBTS terminates the Service Agreement by providing a 90-day written notice of termination in advance of expiration. During the term of the Service Agreement, Jurisdiction agrees to use IBTS as its exclusive provider of services selected. Prior to the start of each two-year extension, the rate of compensation and the handling fees will be negotiated as appropriate.

Minimum Commitment for Residential Building Inspection Services – Services provided by IBTS under Attachment L are provided with the minimum of a three month commitment. Services will continue beyond the three months initial commitment for monthly periods with a 30 day notice to IBTS.

8.0 REFERENCES

The jurisdiction understands they are purchasing the services initialed in Section 3.0 Service Selection and agree to all terms listed herein, as well as the conditions and terms as described in the Master Agreement between IBTS and the Mid America Regional Council.

9.0 JURISDICTION-FURNISHED RESOURCES

Jurisdiction shall appoint a Program Manager to coordinate the services for this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

The Jurisdiction will, if not in existence, pass ordinances to require fees, plan reviews, permits, inspections and code compliance by IBTS and establish enforcement mechanisms that shall be in accordance with federal and state law. The Jurisdiction agrees to enforce the requirement and take administrative and legal action to

COOPERATIVE SERVICE AGREEMENT
BETWEEN IBTS AND CITY OF ROELAND PARK, MISSOURI

enforce compliance with those ordinance requirements. IBTS shall comply with those ordinance requirements in the provision of services to the Jurisdiction.

The Jurisdiction will provide IBTS field inspector with a location, from time to time, for coordination with the Jurisdiction personnel, filing reports and assisting citizens. If the Jurisdiction is providing permit issuance assistance, one of the Jurisdiction's personnel will handle the permits and receive the plans for review. The Jurisdiction shall also permit IBTS to use its printer or copier as necessary to support third party services.

10.0 IBTS-FURNISHED RESOURCES

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to: automobile, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

11.0 NOTICES

All contractual notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Contracts Administrator
45207 Research Place
Ashburn, VA 20147

CITY OF ROELAND PARK, KANSAS
Attn:
Address:
City, State ZIP

All technical notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Greg Seldon, Director
45207 Research Place
Ashburn, VA 20147

CITY OF ROELAND PARK, KANSAS
Attn:
Address:
City, State ZIP

12.0 ORDER OF PRECEDENCE

This Service Agreement shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and its amendments; second priority shall be given to the Master Agreement and third priority shall be given to the provisions of the IBTS Scope of Services as described in the following Attachments and any amendments.

13.0 INCORPORATION OF ATTACHMENTS

Attachments selected by Jurisdiction in Section 3.0 are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of this ____ day of _____, 2016.

For IBTS:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

For Jurisdiction:
Printed Name: _____
Title: _____

Signature: _____
Date: _____

SERVICE AGREEMENT
ATTACHMENT A – AUGMENTED SERVICES

A1.0 AUGMENTATION SERVICES

IBTS will provide labor only staff to deliver the services called for in this agreement on a specific instance as requested by the jurisdiction. The fees, per staff are outlined in each of the following attachments that describes services delivered.

IBTS will work with the jurisdiction to represent the city in the best manner possible by wearing uniforms with the jurisdiction's city seal, name and information as appropriate on the uniform. IBTS will can also place the city's seal and department name on IBTS¹ vehicles to identify the department(s) of the city being represented.

All fees for augmentation services are shown in the individual service fee schedules.

SERVICE AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES

B1.0 BUILDING CODE DEPARTMENT SERVICES

IBTS will provide Building Code Department Services, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals and electronic record keeping. Permit applicants can come to the Jurisdiction's office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online FIT® permitting system.

Permit Applications

Citizens/contractors may go to each Jurisdiction's city hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS FIT® software. In either case, a local Jurisdiction staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

Plan Reviews

As directed by the Jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if so selected by each Jurisdiction.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

Permit Approvals & Issuance

Once plans are approved, IBTS will indicate approval in the FIT® software system. The system in return immediately notifies the jurisdiction that a permit is ready for issuance. The jurisdiction having authority remains in control in order to issue permits and each jurisdiction can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the jurisdiction may deem necessary.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the FIT® software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

SERVICE AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES

B2.0 BUILDING CODE DEPARTMENT FEES

RESIDENTIAL FEE SCHEDULE							
ITEM	SQ.FT.	Jurisdiction Suggested Permit Fees	IBTS Plan Reviews	IBTS Inspections	MARC Handling		
New Construction	0-3,000	n/a	\$250.00	\$625.00	1.5% of plan review and inspection fees retained by MARC.		
	3,001-5,000		\$390.00				
	>5,001		\$490.00				
New Modular	ALL		\$150.00	\$250.00		See Master Agreement for full details.	
New Addition/ Remodel	0-2,000		\$390.00	\$250.00			
	2,001-5,000		\$565.00				
	5,001 >		\$765.00				
New Manufactured Housing	ALL		n/a	\$250.00			
New Detached Accessory	ALL		\$165.00	\$300.00			
New Portable Building	ALL		\$75.00	\$150.00			
Structure Relocation (Move)	ALL		\$185.00	\$250.00			
Swimming Pool	ALL		\$165.00	\$300.00			
MISCELLANEOUS	SQ.FT.	Jurisdiction Suggested Permit Fees	IBTS Plan Reviews	IBTS Inspections	MARC Handling		
1st Re-Inspection	n/a	n/a	n/a	n/a	1.5% of plan review and inspection fees retained by MARC.		
2nd Re-Inspection		n/a		\$90.00			
3rd Re-Inspection		n/a		\$150.00			
Roofing Inspection		Suggested Permit Fees are \$25 each		\$100.00			
Electrical Meter Change				\$75.00			
Mechanical Trade Inspection				\$75.00			
Electrical Trade Inspection				\$75.00			
Plumbing Trade Inspection				\$75.00			
Demolition				\$75.00			
Change of Occupancy				\$75.00			
Change of Contractor				n/a			
Permit Extensions				n/a			
Decks				\$150.00			
Temporary Pole				\$75.00			
All Stop Work Orders		\$250.00		n/a	See Master Agreement for full details.		
Re-Roof		\$25		\$150.00			
Flood Determination Review		n/a		\$65.00			

SERVICE AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES

COMMERICAL BUILDING CODE FEE SCHEDULE								
GROUPS	OCCUPANCY	SQUARE FOOTAGE		JURISDICTION SUGGESTED PERMIT FEES	IBTS CODE REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	IBTS CODE INSPECTION FEE	MARC HANDLING FEES
		Minimum	Maximum					
A	ASSEMBLY	0	2,500	\$100.00	\$385.00	\$175.00	\$1,250.00	1.5% of plan reviews and inspections; \$300 maximum See Master Agreement for full details
		2,501	4,500		\$650.00		\$1,500.00	
		4,501	10,000		\$1,300.00		\$1,500.00	
		10,001	50,000		\$1,850.00	\$300.00	\$2,800.00	
		50,001	100,000		\$3,250.00		\$4,000.00	
		100,000	300,000		\$4,500.00		\$8,500.00	
		300,001 +			\$4,500 + .01 sq.ft. over 300,000	\$500.00	\$8,500 + .01 sq.ft. over 300,000	
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$100.00	\$385.00	\$125.00	\$1,000.00	
		2,001	5,000		\$650.00		\$1,500.00	
		5,001	10,000		\$1,300.00		\$1,850.00	
		10,001	20,000		\$1,650.00	\$200.00	\$4,095.00	
		20,001	30,000		\$2,450.00		\$5,265.00	
		30,001	50,000		\$3,475.00		\$7,020.00	
		50,001	100,000		\$4,275.00		\$11,700.00	
		100,001	300,000		\$5,500.00	\$325.00	\$21,000.00	
		300,001 +			\$5,500 + .01 sq.ft. over 300,00		\$21,000 + .01 sq.ft. over 300,000	
M & B	BUSINESS OR MERCANTILE	0	3,000	\$100.00	\$415.00	\$125.00	\$750.00	
		3,001	10,000		\$825.00		\$1,755.00	
		10,001	30,000		\$1,550.00		\$2,575.00	
		30,001	80,000		\$2,225.00	\$200.00	\$4,650.00	
		80,001	150,000		\$3,000.00		\$9,900.00	
		150,001	300,000		\$5,125.00		\$14,625.00	
		300,001 +			\$5,125 + .01 sq.ft. over 300,000		\$14,625 + .01 sq.ft. over 300,000	
E & 1-4	EDUCATIONAL & DAYCARE	0	5,000	\$100.00	\$650.00	\$175.00	\$1,500.00	
		5,001	10,000		\$1,150.00		\$1,875.00	
		10,001	30,000		\$1,900.00		\$4,365.00	
		30,001	80,000		\$3,150.00	\$300.00	\$9,945.00	
		80,001	150,000		\$4,900.00		\$17,550.00	
		150,001	300,000		\$7,850.00		\$43,875.00	
		300,001 +			\$7,850 + .01 sq.ft. over 300,000	\$500.00	\$43,875 + .01 sq.ft. over 300,000	
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE	0	10,000	\$100.00	\$550.00	\$125.00	\$750.00	
		10,001	20,000				\$750.00	
		20,001	50,000				\$1,250.00	
		50,001	100,000				\$1,250.00	
		100,001	200,000				\$1,250.00	
		\$200,001 +			\$550 + .01 sq.ft. over 200,000		\$1,250 + .01 sq.ft. over 200,000	
H1, H2, H3, H4, & H5	HIGH HAZARD	0	2,000	\$100.00	\$725.00	\$125.00	\$1,000.00	
		2,001	5,000		\$1,100.00		\$1,200.00	
		5,001 +			\$1,100 + .02 sq.ft. over 5,000		\$1,200 + .01 sq.ft. over	

SERVICE AGREEMENT
ATTACHMENT B – BUILDING CODE DEPARTMENT SERVICES

							5,00	
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$100.00	\$550.00	\$150.00	\$1,500.00	
		2,501	10,000		\$1,250.00		\$1,872.00	
		10,001	30,000		\$1,800.00		\$4,680.00	
		30,001	50,000		\$3,250.00		\$9,945.00	
		50,001	150,000		\$4,200.00	\$225.00	\$17,550.00	
		150,001	300,000		\$5,425.00		\$43,875.00	
		300,001 +			\$5,425 + .01 sq.ft. over 300,00		43,875 + .01 sq.ft. over 300,00	

BUILDING DEPARTMENT SERVICES AUGMENTATION FEE SCHEDULE		MARC FEES
Residential Plan Reviews	See residential plan review fee schedule	1.5% of plan reviews
Residential Inspections	\$100 per inspection	1.5% of inspections
Commercial Plan Reviews	See commercial plan review fee schedule	1.5% of plan reviews; \$300 maximum
Commercial Inspections	\$175 per inspection	1.5% of plan reviews and inspections; \$300 maximum

SERVICE AGREEMENT
ATTACHMENT C – FLOOD PLAIN SERVICES

C1.0 FLOOD PLAIN SERVICES

IBTS will provide Flood Plain Enforcement (reviews and inspections), Flood Plain Administration (data management and maintenance), and other Flood Plain Management services (i.e. Base Flood Elevation determination, ordinance review, amendment facilitation, Letter Of Map Revisions) to the Jurisdiction. Note that any required enforcement and administration to support and maintain the National Flood Insurance Program (NFIP) for flood permits issued by the jurisdiction prior to the start of services for the jurisdiction are not within the Scope of this Agreement.

Applicants will come to the Jurisdiction's local city hall or other designated location to apply for permits, submit plans for plan reviews, or requests for Zoning and FEMA certifications. However for inspections, site verification visits, the applicants can call IBTS directly. All administrative documentation managed by IBTS may be sent directly to IBTS offices from the applicant, architect, engineer or land surveyor.

IBTS will evaluate and assist each Jurisdiction with evaluating the benefits of implementing the Community Rating System (CRS) as a part of its participation in the NFIP. IBTS will coordinate with the local FEMA Region office and its CRS resources to determine and analyze any benefits of the CRS program. IBTS will develop the necessary presentations and data for the jurisdiction to determine if implementation of the CRS program would be of benefit.

Nothing in this attachment and/or Service Agreement shall be construed to conflict with 44 CFR and other state or local adopted laws, rules and regulations.

C2.0 FLOOD PLAIN SERVICES FEE SCHEDULE

TYPE	IBTS FEES*	MARC HANDLING FEES**
All residential structures	\$65.00 each	1.5%
All commercial structures	\$125.00 each	1.5%

**Fees applicable for augmentation services*

***1.5% of IBTS fees*

SERVICE AGREEMENT
ATTACHMENT D – ACCESSIBILITY SERVICES

D1.0 ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS will provide Accessibility Plan Review and Inspection Services and will perform site visits. As permitted by the completeness of information submitted for code plan review, IBTS will conduct the accessibility plan reviews during the building department plan reviews in order to streamline the process. However, should accessibility not be fully addressed within the original submission, additional review may be necessary?

IBTS staff will provide the accessibility technical reviews and inspections on commercial use group properties. IBTS will review drawings and inspect structures for these codes requirements for compliance to the locally adopted codes. IBTS staff will attach Plan Reviews and Inspection result records to each permit which can be archived for easy retrieval for future purposes.

All accessibility reviews and inspections will be documented and recorded in the FIT[®] Permitting System software. Each review and inspection report will be available from any web-enabled access devise such as internet tablets and pads.

D2.0 ACCESSIBILITY SERVICES FEES

D2.1 Built-In Fees: Fees for accessibility reviews and inspections are included in the fees for the building code plan reviews and inspections found in Attachment B.

D2.2 Plan Review Only: Should an applicant desire to have reviews only conducted on a commercial structure, the following fees are applicable.

TYPE	IBTS FEES*	MARC HANDLING FEES**
All Commercial Structures, <5,000 sq. ft	\$500.00 each	1.5%
All Commercial Structures, 5,001 – 25,000 sq.ft	\$800.00 each	1.5%
All Commercial Structures, 25,001 – 100,000 sq.ft	\$1,350.00 each	1.5%
All Commercial Structures, >100,001 sq.ft	\$1,600.00 each	1.5%

**Fees applicable for augmentation services*

***1.5% of IBTS fees*

SERVICE AGREEMENT
ATTACHMENT E – STORM WATER SERVICES

E1.0 FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS will provide code plan review and inspections services, permit approvals, certificate of occupancy approvals and electronic record keeping for commercial structures. Permit applicants can come to the Jurisdiction's city hall or other designated location to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications; or they may elect to apply online once IBTS has implemented its proprietary online FIT® permitting system.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building fire code requirements. These reviews will be conducted during the same time as the building code and accessibility reviews.

Permit Approvals

The permit approval process will follow the same steps for processing permits as described in Attachment B - Building Code Department Services.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the FIT® software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each jurisdiction with ultimate control of allowing the occupancy of the structure.

IBTS, upon direction from the jurisdiction, will coordinate the CO inspection with the local and/or State Fire Marshal as required to ensure that all of their requirements have been satisfied before occupancy is allowed.

SERVICE AGREEMENT
ATTACHMENT E – STORM WATER SERVICES

E2.0 FIRE CODE REVIEW & INSPECTION SERVICES FEES

FIRE CODE FEE SCHEDULE					
GROUPS	OCCUPANCY	SQUARE FOOTAGE	IBTS FIRE REVIEW FEE*	IBTS FIRE INSPECTION FEE*	MARC Handling Fee
A	ASSEMBLY	ALL	\$500.00	\$500.00	1.5 % of Plan Review and Inspection Fees. See agreement for more details.
I-2, I-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	ALL	\$500.00	\$500.00	
M & B	BUSINESS OR MERCANTILE	ALL	\$500.00	\$500.00	
E & 1-4	EDUCATIONAL & DAYCARE	ALL	\$500.00	\$500.00	
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE	ALL	\$250.00	\$500.00	
H1, H2, H3, H4, & H5	HIGH HAZARD	ALL	\$500.00	\$500.00	
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	ALL	\$500.00	\$500.00	

**Fees applicable for augmentation services*

SERVICE AGREEMENT
ATTACHMENT F – STORM WATER SERVICES

F1.0 STORM WATER SERVICES

IBTS will provide Storm Water Pollution Prevention Plan (SWPPP) reviews and site inspections. These services will be provided on all residential and commercial structures as required by local, state and or federal laws regulating storm water pollution.

SWPPP Reviews

IBTS will provide the SWPPP reviews at the same time as the Building Code reviews. IBTS will ensure that the necessary state permits have been obtained and are on file with the construction permit.

IBTS will also maintain any necessary sub-division Master Plans as allowable by regulations. The Master Plan will be reviewed only once, and thereafter, IBTS will confirm that contractors have signed the necessary agreements that they as well as the sub-contractors will follow the Master SWPPPs.

SWPPP Site Visits

IBTS will conduct SWPPP inspections at each code inspection to verify ongoing compliance of the SWPPP requirements at the job site. Records of inspection results will be recorded and archived with the construction permit for record keeping and archival purposes

In the event of a rainfall event, IBTS will conduct spot checks for records after the rainfall event has passed, but no sooner than 24hrs so as to allow the site manager to complete all paperwork. IBTS will verify that storm water pollution plans are in place and remain effective after the rainfall event.

F2.0 STORM WATER SERVICE FEES

F2.1 When IBTS provides complete building code department services, fees for storm water reviews and inspection are included in the fees for the building code plan reviews and inspections found in Attachment B

F2.2 Fees for augmentation services are below

STORM WATER AUGMENTATION SERVICE FEES		
TYPE	IBTS FEES*	MARC HANDLING FEES
All residential structures	\$150.00 each	1.5%
All commercial structures	\$300.00 each	1.5%

**Fees applicable for augmentation services*

SERVICE AGREEMENT
ATTACHMENT G – FIT SOFTWARE

G1.0 FIT® Software

IBTS will use its proprietary FIT® permitting software in the execution of these services when a jurisdiction selects IBTS to provide Building Code Department Services. The configuration of fees and permit types will be based upon the negotiated types and fees as described in the Master Agreement, Service Agreement and the Agreement Attachments thereof.

G1.1 – FIT® Permitting Software At No Cost: IBTS will provide its proprietary FIT® Permitting Software to jurisdictions that elect to use IBTS as their Building Code Department Service provider as described in the Master Agreement, Service Agreement and the attachments thereof.

G1.2 – FIT® Permitting Software For Lease: Should a jurisdiction elect to use only IBTS' FIT® Permitting Software, and no other services, MARC has negotiated specific fees for the lease of the software only. Jurisdiction and/or user will be required to work directly with IBTS to execute a separate Software Licensing Agreement based upon the below FIT® Fee Schedule.

The standard configuration of fees and permit types, as described in the Master Agreement, Service Agreement and Agreement Attachments are included in the "Standard Configuration Fees." Any additional configuration or changes outside the standard configuration for fees and permit types to the FIT® software is considered customization and will require additional time, labor, and materials subject to additional fees.

Jurisdiction will be required to pay for configuration costs, handling fees as well as a per permit usage fees for hosting, bandwidth and digital storage as shown below.

IBTS will provide FIT® software that provides, at a minimum, the following features:

A web-based permitting system that allows for:

- Online applications
- Online permit payments
- Online permit tracking
- Automatic notification when
 - The permit application is submitted and payments are received
 - Plan reviews are completed
 - Permits are issued (along with the permit being provided)
 - Inspection results and reports are complete
 - Certificates of Occupancy (CO) are issued
- An applicant portal that can:
 - Upload drawings, specifications and attach to the application
 - Request inspections
 - Print receipts, applications, permits, inspection reports and certificates of occupancy
 - Upload flood plain, storm water and other construction documents
- User role based functionality
- Provides transparent checks and balances
- Provides live, real-time reporting
- Access to all documents attached to the permit

SERVICE AGREEMENT
ATTACHMENT G – FIT SOFTWARE

IBTS Technology Services Department will also work closely with each jurisdiction to develop the necessary links from their respective websites to FIT® so that citizens and contractors alike can easily access the permitting system.

G2.0 – FIT® Permitting Software Fees

FIT® PERMITTING SOFTWARE	IBTS FEE	MARC Handling Fee*
FIT® Standard Configuration Fee Per Jurisdiction	\$4,000.00	\$60.00 each
FIT® Customization Fee	\$150.00/ hour	1.50%
FIT® Per Permit Usage Fee (0-500 permits)	\$5.00 each	
FIT® Per Permit Usage Fee (501-2,500 permits)	\$4.00 each	
FIT® Per Permit Usage Fee (>2,500 permits)	\$2.00 each	

**1.5% of IBTS fees*

SERVICE AGREEMENT
ATTACHMENT G – FIT SOFTWARE

G3.0 – FIT SERVICE AGREEMENT

FIT® SOFTWARE SERVICE AGREEMENT
Welcome to FIT®

THIS LEGAL AGREEMENT BETWEEN YOU AND IBTS GOVERNS YOUR USE OF THE FIT® PRODUCT, SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY REFERRED TO AS THE “SERVICE”). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS.

IBTS is the provider of the Service, which permits you to utilize certain internet services, including all modules and portals, and making it accessible on your compatible devices and computers, and certain location based services, only under the terms and conditions set forth in this Agreement. As soon as you commence using FIT® services, your data/information will be automatically sent to and stored by IBTS. "IBTS" as used herein means:

- IBTS HQ Ashburn, VA, located at 45207 Research Place, Ashburn, VA 20147;
- IBTS Austin, TX, located at 8705 Shoal Creek, Suite 214, Austin, Texas 78757;
- IBTS Bossier City, LA, located at 707 Benton Road, Suite 100, Bossier City, LA 71111;
- IBTS Houston, TX, located at 820 Lawrence Road, League City, Texas 77573;
- IBTS Kansas City, TX, located at 600 Broadway St, Suite 300, Kansas City, MO 64105;
- IBTS Somerset, PA, located at 421 Georgian Place, Somerset, Pennsylvania 15501;
- IBTS Troy, NY, located at 120 Defreest Drive, Troy, NY 12180; and,
- IBTS Washington, DC, located at 7059 Blair Road NW, Suite 200, Washington, DC 20012.

REQUIREMENTS FOR USE OF THE SERVICE

The Service is available to selected jurisdiction staff and all city individuals based on roles. Use of the Service requires compatible computers, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. IBTS reserves the right to limit the number of Accounts that may be associated with any field-grade inspection device. Internet access is necessary for use. The latest version of required software/browser is recommended to access the Service and may be required for certain transactions or features. Meeting these requirements, which may change from time to time, is your responsibility.

Use of Location-based Services

IBTS and licensors may provide certain features or services through the Service that rely upon device-based location information, which use GPS (where available), along with crowd-sourced Wi-Fi hotspot and cell tower locations. To provide such features or services, where available, IBTS and licensors must collect, use, transmit, process and maintain your location data, including the real-time geographic location of your device, and you hereby agree and consent to IBTS's and licensors' collection, use, transmission, processing and maintenance of such location data to provide such services. In addition, by enabling and/or using any location-based services or features within the Service (GPS Routing, etc.), you agree and consent to IBTS and licensors transmitting, collecting, using, processing and maintaining information related to your FIT® account ("Account"), and any devices registered thereunder, for purposes of providing such location-based service or feature to you, and use of your location data and location search queries to provide and improve location-based and road traffic-based products and services. Such information may include, but is not limited to, your IBTS ID, device ID and name, device type and real-time geographic location of your device at time of your request. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. IBTS shall use reasonable skill and due care in providing the Service, IBTS does not guarantee the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service.

Stolen Field-Grade Equipment/Devices

IBTS employs anti-theft software on all field-grade equipment/devices that it sells, or leases. When your field-grade equipment/device is lost or stolen, it can be remotely and immediately disabled. And, if your field-grade equipment/device is recovered, all data can be quickly reactivated to full functionality.

Limitations on Use

SERVICE AGREEMENT

ATTACHMENT G – FIT SOFTWARE

You agree to use the Service only for purposes as permitted by this Agreement and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behavior intentionally or unintentionally threatens IBTS's ability to provide the Service or other systems, IBTS shall be entitled to take all reasonable steps to protect the Service and IBTS's systems, which may include suspension of your access to the Service.

Fees

The Service accepts credit cards, certain payment accounts, and checks for payment. IBTS may obtain preapproval for an amount up to the amount of the transaction. Billing occurs at the contractually agreed upon times.

YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES. All fees will be billed to the jurisdiction, or office you designate, at regularly scheduled times. If IBTS is unable to successfully collect payment for fees due, IBTS reserves the right to revoke or restrict access to your stored Content, or terminate your services.

Account Information and Billing Inquiries

You may consult your jurisdiction-specific contract for details on your Account information including payment method and billing cycles. IBTS will send an electronic invoice to your designated billing recipient email address. If you believe you have been billed in error for the Service please notify us immediately at info@ibts.org.

Changes in Per Case Use Costs

Per Case Use Cost changes and institution of new charges implemented during your Service billing year will apply to subsequent billing years and to all new applicable permits after the effective date of the change.

Your Use of the Service / Your Account

As a registered user of the Service, you shall be provided with an Account. Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify IBTS of any security breach of your Account. You further acknowledge and agree that the Service is designed and intended for JURISDICTION use and you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, IBTS shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.

In order to use the Service, you must enter your IBTS ID and password to authenticate your Account. You agree to provide accurate and complete information when you register with, and as you use, the Service, and you agree to update your Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your Account. You agree that IBTS may store and use the Service Registration Data you provide for use in maintaining and billing fees to your jurisdiction.

Additional Obligations or Terms of Use

Particular modules or features of the Service provided by IBTS and/or its licensors, including but not limited to the ability to use inspection forms on an Apple iPad, require separate software or other license agreements or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

No Conveyance

Nothing in this Agreement shall be construed to convey to you any interest, title, or license in an IBTS ID, email address, domain name, or similar resource used by you in connection with the Service.

No Resale of Service

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

IBTS Privacy Policy

You understand that by using the Service, you consent and agree to the collection and use of certain information about you and your use of the Service in accordance with IBTS's Privacy Policy. You further consent and agree that IBTS may collect,

SERVICE AGREEMENT
ATTACHMENT G – FIT SOFTWARE

use, transmit, process and maintain information related to your Account, and any devices or computers registered thereunder, for purposes of providing the Service, and any features therein, to you. Information collected by IBTS when you use the Service may also include technical or diagnostic information related to your use that may be used by IBTS to support, improve and enhance IBTS's products and services.

Content and Your Conduct

Content

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text, photographs, images, messages and any other like materials. You understand that all Content, whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not IBTS, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. IBTS does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

Your Conduct

You agree that you will NOT use the Service to:

- a. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- b. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person, entity, another FIT® user, an IBTS employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity; and, or
- c. engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement.

Access to Your Account and Content

IBTS reserves the right to take steps IBTS believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that IBTS may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third party, as IBTS believes is reasonably necessary or appropriate, if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of IBTS, its users, a third party, or the public as required or permitted by law.

Content Submitted or Made Available by You on the Service

Trademark Information

IBTS, the IBTS logo, FIT®, the FIT® logo and other IBTS trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of IBTS in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices that may be affixed to or contained within the Service.

Software

IBTS's Proprietary Rights

You acknowledge and agree that IBTS and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You

SERVICE AGREEMENT
ATTACHMENT G – FIT SOFTWARE

agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

Indemnity

You agree to defend, indemnify and hold IBTS, directors, officers, employees, agents, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of this Agreement; (d) any action taken by IBTS as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) your violation of any rights of another.

Notices

IBTS may provide you with notices regarding the Service, by email to your account email address (and/or other alternate email address associated with your Account if provided), by regular mail, or by postings on our website and/or the Service.

Governing Law

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and IBTS shall be governed by the laws of the State of Kansas. You and IBTS agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Johnson, Kansas, to resolve any dispute or claim arising from this Agreement.

General

This Agreement constitutes the entire agreement between you and IBTS, governs your use of the Service and completely replaces any prior agreements between you and IBTS in relation to the Service. You may also be subject to additional terms and conditions that may apply. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of IBTS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

© Copyright 2012 Institute for Building Technology and Safety (IBTS). All rights reserved.

SERVICE AGREEMENT
ATTACHMENT H – ENERGY & GREEN BUILDING SERVICES

H1.0 ENERGY AND GREEN BUILDING SERVICES

IBTS will provide Energy Management and Green Building Services as described herein. These services are provided by IBTS to the Jurisdiction on an as request basis and requires coordination between the Jurisdiction, IBTS and MARC to gather and understand the exact needs.

For each request, IBTS agrees to develop, the necessary programs that are solicited by the jurisdiction. IBTS will perform reviews and necessary on-site visits as specified herein and as may be required for each individual project. IBTS will coordinate all service delivery efforts with MARC to ensure that same or similar energy services are made available to all other MARC members.

Service categories being provided by IBTS include:

- Energy Savings Performance Services
- Building Energy Portfolio Programs
- Green / LEED / HERS / Energy Star Services
- Building Energy Envelope & Air Barrier Inspections/Testing
- Energy Efficiency Program Development
- Solar Photovoltaic Quality Assurance

IBTS will provide a detailed Technical Proposal for any Energy Management and Green Building Services selected by the Jurisdiction; fees will be based upon the below fee schedule.

ENERGY EFFICIENCY SERVICE FEES	IBTS FEE	MARC Handling Fees
Energy Efficiency Project Manager	\$130.00 / hour	See below ¹
Energy Efficiency Commercial Auditors / Inspectors	\$120.00 / hour	
Energy Efficiency Residential Auditors / Inspectors	\$90.00/ hour	
LEED Commercial Verifications	\$120.00 / hour	
LEED for Homes Residential Verification	\$2,500.00 each	1.5 %
Green Verification for Commercial	\$90.00 / hour	1.5%
Green Verification for Residential	\$925.00 each	1.5 %
Residential Energy Star® Verification	\$1,000.00 each home	1.5 %
Commercial Energy Star® Verification	\$90.00 / hour	See below ¹
** All services are quoted separately and quotes are based upon the specific needs of each jurisdiction. IBTS will provide energy efficiency services pricing tailored to jurisdiction requirements and preferred fee structures.		
¹MARC Handling Fee For Energy Services		
Handling Fees for projects less than \$25,000.00	\$250.00 per project	
Handling Fees for projects from \$25,000.00 to \$100,000.00	\$500.00 per project	
Handling Fees for projects from \$100,000.01 to \$500,000.00	\$750.00 per project	
Handling Fees for projects over \$500,000.01	\$1,000.00 per project	

SERVICE AGREEMENT
APPENDIX I – PLANNING & ZONING SERVICES

11.0 PLANNING AND ZONING MANAGEMENT

IBTS will provide Planning and Zoning Management solutions focus on the utilization of contemporary ideas and technology within a small town and rural context. IBTS will coordinate efforts with the JURISDICTION Planning & Zoning Commission to administrate the following:

- Zoning Code Interpretation
- Zoning Review and Enforcement
- Planning and Zoning Commission Support
- Zoning Code Recommendation
- Zoning Code Implementation
- Parcel Map Digitization (if selected)
- Zoning Map Creation and Maintenance (if selected)

12.0 PLANNING AND ZONING INSPECTIONS

IBTS will conduct enforcement of the local zoning ordinances as adopted. The Zoning Administrator will review all the required Development Permits, Development Permit Approvals, Zoning Reviews and full administration of the Zoning Ordinance. IBTS will attend each Development Review Committee meeting to be informed and aware of upcoming projects. Zoning administration will provide the following:

- | | |
|-----------------------------|---------------------------|
| • Site Inspections | • Public Notification |
| • Setbacks | • Nonconforming Buildings |
| • Accessory Use | • Landscape & Screening |
| • Traffic Corner Visibility | • Signs / Billboards |

13.0 PLANNING AND ZONING ORDINANCE REVIEW

IBTS will review and recommend revisions as necessary to the current adopted Zoning code. IBTS will assess the current character and desires of the JURISDICTION to revise the code appropriately. IBTS will develop, implement, manage and conduct planning and zoning activities for the JURISDICTION. IBTS will provide information concerning zoning to the general public, builders, developers, Mayor, City Council and Planning and Zoning Commission. In addition, IBTS will develop and recommend policies and procedures for all Planning and Zoning activities.

13.0 GEOGRAPHICAL INFORMATION SERVICES (GIS)

With the adoption of a new Zoning Code, it would be advantageous to create a zoning map. A current zoning map would help the JURISDICTION administer the zoning ordinance. IBTS can assist in this endeavor and recommends the city contact the Mid America Regional Council for creation of this map. A digital parcel map can aid in the following:

- Creation of zoning map
- Basis for future land use analysis
- Regeneration of base tax map to recoup lose tax revenue
- Cost efficient Communication

SERVICE AGREEMENT
APPENDIX I – PLANNING & ZONING SERVICES

14.0 PLANNING & ZONING FEES

Description	Processing Fee*	Ad Fee*	MARC Fees
Rezoning	\$375 plus \$75/acre over the first	\$100.00	1.5% of Processing Fee Only See Master Agreement for further details
Zoning Verification Letter	\$50/\$100 per location	N/A	
Subdivision With or Without Waiver	\$300 plus \$25/lot	\$100 if over 2 acres	
Town Home Development	\$300 plus \$25/lot	\$100 if over 2 acres	
Preliminary Subdivision Plat	\$300 plus \$25/lot	\$100 if over 2 acres	
Revision to Approved Preliminary Plat (Public	\$300 plus \$25/lot	\$100	
Revision to Approved Preliminary Plat (Staff	\$100 plus \$25/lot	N/A	
Final Plat Approval including PUD	\$200 plus \$25/lot	N/A	
Final Plat Revision including PUD (Public Hearing)	\$200 plus \$25/lot	\$100	
Final Plat Revision including PUD (Staff Level)	\$100	N/A	
Preliminary Subdivision Plat Extension	\$100	N/A	
Bond and Agreement Review	\$100	N/A	
Exchange of Property	\$100	\$100 if over 2 acres	
Combination of Lots	\$100 plus \$25/lot each original lot	\$100 if over 2 acres	
Site Plan (Public Hearing)	\$400	\$100	
Site Plan (Staff Level)	\$200	N/A	
Paving Waiver	\$100	\$100	
Parking Waiver	\$100	\$100	
Revocation	\$200	\$100	
Wireless Tower Site Plan	\$400	\$100	
Reasonable Accommodation for Group Home	N/A	N/A	
Mobile Home Park	\$500 plus \$25/lot	\$100	
Major Street Plan Amendment	\$500	\$100	
Planned Unit Development Concept Plan	\$500 plus \$100/acre over 20 acres	\$100	
Planned Unit Development Final Development Plan	\$300	\$100	
Small Planned Unit Development	\$500 plus \$100/acre over 2.5 acres	\$100	
Street Name Change	\$200 plus \$3 for each Abutting Property Owner	\$100	
Major Street Setback Reduction	\$100	N/A	
Conditional Use Permit	\$400 plus \$75/acre after first acre	\$100	
UDC Text Amendment	\$500	\$100	
Enterprise Zone	\$100	N/A	
Demolition or Relocation	\$200	\$100	
Opinion of Appropriateness	\$50	N/A	
Certificate of Appropriateness	\$100	\$100	
Local Landmark/District Designation	\$100/\$500	\$100	
TND General Implementation Plan	\$3000 plus \$100/acre over 50 acres	\$100	
TND Specific Implementation Plan	\$1,000	\$100	
Final TND Major Site Change	\$1,000	\$100	
Final TND Major Use Change	\$1,000	\$100	
Final TND Minor Change	\$500	N/A	

*MARC Fees are 1.5% of the processing fees only since the AD Fees are direct costs

SERVICE AGREEMENT
APPENDIX J – PROPERTY MAINTENANCE SERVICES

J1.0 – Property Maintenance Inspections

IBTS will provide the inspections for the city to enforce the city's Property Maintenance Code (PMC) ordinance. IBTS Property Maintenance Inspectors and Certified Building Officials will conduct the inspections, as authorized by city, and provide the inspection results, along with any required documented evidence and or pictures as necessary to identify the violation clearly and effectively.

As a summary, here is a list of inspections that can be provided in this project:

- | | |
|---------------------------------|-------------------------------------|
| ○ Unsafe Structures & Equipment | ○ Light / Ventilation |
| ○ Emergency Measures | ○ Occupancy Limitations |
| ○ Demolition | ○ Required Facilities |
| ○ Rental Properties | ○ Toilet Rooms |
| ○ Vacant Structures | ○ Plumbing / Water Systems |
| ○ Nuisance / Rubbish & Garbage | ○ Sanitary Drainage |
| ○ Property Inspections | ○ Heating Facilities |
| ○ 10" or higher weeds | ○ Mechanical Equipment |
| ○ Swimming Pools | ○ Nuisance Inspection |
| ○ Exterior Structure | ○ Electrical Facilities / Equipment |
| ○ Interior Structure | ○ Means of Egress |
| ○ Extermination / Infestations | ○ Fire Resistance / Protection |

J2.0 – Property Maintenance Documentation

IBTS will coordinate with city officials including but not limited to City Attorney, the Fire Chief and the Chief of Police on the development, approval and implementation of all the necessary forms, documentation and notices required by this effort.

Citation forms will be compiled onto one common form where applicable. IBTS will coordinate with the city upon developing these forms, documents and notices in order to keep the number of required forms to a minimum for printing efficiency.

J3.0 – Jurisdiction Responsibility

The jurisdiction will incur all costs associated with printing, supplying and distributing of all of the necessary forms, documentation and notices required for enforcement by this effort. IBTS will provide the necessary forms, documents and notices in electronic format suitable for printing.

The Police Department Police Chief, in coordination with the Mayor and City Council, will appoint IBTS as an officer charged with one duty only; the issuing Notices of Violation to vehicles.

Ordinances will be passed and fee schedules adopted by the City in order to pay for services rendered by IBTS. IBTS will work closely with the city on adopting a line item budget for services. IBTS staff will monitor the budget and ensure that services don't exceed the approved budgeted amount.

IBTS will provide the necessary field inspections and documentation of violations. The city will be responsible for any necessary court actions, injunctive reliefs and other measures needed to bring about compliance.

SERVICE AGREEMENT
APPENDIX J – PROPERTY MAINTENANCE SERVICES

J3.0 – Program Manager

IBTS proposes that the City Program Manager will initiate coordination efforts for structures, vehicles, equipment and property inspections. The Program Manager will authorize IBTS to conduct the inspections after a review of each complaint filed is completed to verify it is not a nuisance complaint. This type of coordination will prevent the City from accruing inspection charges for complaints that are not valid. This will enable the City to better handle citizen disputes rather than starting and completing a case management file for a non-valid complaint.

Coordination between IBTS and the city Police Department will occur once the vehicle in question has been determined to exist. IBTS, once the VIN number is obtained, will obtain the required owner information so that the citation may be completed and the appropriate notice sent to the vehicle owner and if necessary, the property owner. This documentation will be copied to the city as well as the Police Department for enforcement and authorization of towing, as necessary.

J3.0 – Fees

INSPECTION FEE SCHEDULE			
ITEM	1ST INSPECTION	2ND INSPECTION	MARC Fees
Equipment Violation	\$25.00	\$35.00	1.5% of Processing Fee Only See Master Agreement for further details
1 & 2 Family Structure	\$75.00	\$100.00	
Unsafe Residential Structure	\$100.00	\$125.00	
Unsafe Commercial Structure	\$250.00	\$275.00	
Unsafe Equipment	\$40.00	\$90.00	
Unlawful Structure	\$500.00	\$650.00	
Structure Closer	\$50.00	\$75.00	
Prohibited Occupancy	\$500.00	\$650.00	
Imminent Danger	\$75.00	\$100.00	
Demolition	\$150.00	\$300.00	
Rental Apartment Inspections / Apt	\$100.00	\$100.00	
Rental 1 & 2 Family Dwelling / Unit	\$80.00	\$80.00	
Multiple Apartment Inspection / Apt	\$85.00	\$85.00	
Commercial Structure Violation	\$100.00	\$150.00	
Nuisance	\$50.00	\$65.00	
Exterior Property	\$25.00	\$50.00	
Motorized Vehicle	\$50.00	\$100.00	
Residential Swimming Pool	\$50.00	\$65.00	
Commercial Swimming Pool	\$125.00	\$150.00	
Porch, Stairs, Decks, Balconies, Handrails, Guards,	\$40.00	\$90.00	
Structure Interior - Residential	\$40.00	\$90.00	
Structure Interior - Commercial	\$75.00	\$125.00	
Rubbish Garbage	\$25.00	\$50.00	
Infestation	40.00	\$90.00	
MISCELLANEOUS FEE SCHEDULE			
ITEM	FEES		
Court Appearances – Testimony	\$90.00 per hour, plus travel costs		
Residential Property Owner Research	\$15.00 each		
Commercial Property Owner Research	\$25.00 each		

SERVICE AGREEMENT
APPENDIX K – PROPERTY MAINTENANCE SERVICES

SERVICE AGREEMENT
APPENDIX K – PROPERTY MAINTENANCE SERVICES

K2.0 – Program Manager

The Jurisdiction will assign a Program Manager for these services. The Program Manager will initiate coordination efforts for all services and provide direction to IBTS staff. The Program Manager will authorize IBTS to conduct the reviews and inspections. This type of coordination will prevent the Jurisdiction from accruing charges that were not authorized.

K3.0 FEES

IBTS will provide turnkey Wastewater Plan Review services according to the below shown fee schedule. This includes turnkey, off-site reviews, all documentation and 3 weeks maximum of on-site training.

Residential & Commercial Wastewater Plan Review.....\$325.00 each¹

Residential & Commercial Site Visits Upon Request.....\$90.00 / hr.¹

Startup Fees.....\$2,500.00*

**Startup fees are waived for an exclusive 3 year agreement. Fees are applicable for terms less than 36 months.*

¹ – 1.5% MARC Handling fees are included. IBTS will be responsible for payment of these fees to MARC.

SERVICE AGREEMENT
APPENDIX L – RESIDIENITAL BUILDING INSPECTOR

L1.0 RESIDENTIAL BUILDING INSPECTOR

IBTS will provide a qualified building inspector to the Jurisdiction to perform assigned building inspections. The inspector will be assigned full time and will report daily to the Jurisdiction work location. From time to time with prior notice and approval by the Jurisdiction, the IBTS Inspector will attend off site IBTS meetings.

Jurisdiction will provide

- **Technology necessary to perform work (example: Computer, access to necessary software, etc.)**
- **Daily supervision**
- **Work Scheduling**

IBTS to Provide

- **Qualified Building Inspector**
- **Vehicle**
- **Mobile Phone**

J2.0 FEES

Residential Building Inspector.....\$90.00 per hour¹

¹ – 1.5% MARC Handling fees are included. IBTS will be responsible for payment of these fees to MARC.

LEFT BLANK ON PURPOSE



IBTS Clients in The Kansas City Metro Area



IBTS Client		Contract Start Date	Building Codes Department Services	Flood Plain Services	Accessibility Code Services	Fire Code Review & Inspection Services	Storm water Services	FIT Permitting Software	Energy Management & Green Building Services	Planning & Zoning Services	Property Maintenance Services	Waste Water Plan Review Services	Hourly Building Inspector	Plat Review
Wood Heights	MO	11/20/2013	X	X	X	X	X	X	X	X	X			
Edwardsville	KS	12/19/2013	X	X	X	X	X	X	X					
Crystal Lake	MO	2/20/2014	X	X						X	X			
Peculiar	MO	7/21/2014	X		X	X	X	X		X				
Bates City	MO	9/25/2014	X	X	X	X	X	X	X	X	X			
Homestead	MO	11/18/2014	X			X				X	X			
Ray County	MO	11/24/2014	X	X	X	X	X	X	X	X	X	X		
Johnson County Wastewater	KS	12/3/2014										X		
Buckner	MO	12/18/2014	X	X	X	X	X	X	X	X	X			
Lone Jack	MO	1/16/2015								X				
Tracy	MO	2/18/2015	X	X	X	X	X		X	X	X			
Raytown	MO	3/4/2015	X											
Ferrelview	MO	3/16/2015	X	X	X	X	X	X	X	X				
Pleasant Hill	MO	3/23/2015	X	X	X	X	X	X	X	X	X	X		
Orrick	MO	6/1/2015	X	X	X	X	X	X	X	X	X			
Grandview	MO	6/25/2015											X	
Olathe	KS	7/15/2015	X	X	X	X		X	X		X		X	
Overland Park	KS	8/25/2015												X
Clay County	MO	5/15/2016	X											
Oak Grove	MO	Work Order								X				
Lansing	KS	Work Order	X											
Blue Springs	MO	4/12/2016	X											
Platte County RIII School District	MO	Work Order	X											
Lake Latawana	MO	6/21/2016	X	X	X			X		X	X			
Mosby	MO	5/23/2016									X			

Item Number: DISCUSSION ITEMS- II.-7.
Committee 9/6/2016
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/1/2016
Submitted By: Keith Moody
Committee/Department:
Title: **Discuss Preschool Play Area Fence Replacement at Community Center**
Item Type: Discussion

Recommendation:

Staff requests direction concerning fence type preferred as well as cost participation by the City. In light of the fact that the fence is a component necessary to the operation of the Preschool and that the play area is not open to the general public there is little justification for the City sharing in the cost other than as a gesture of intergovernmental cooperation.

Details:

JOCO Preschool located in the west wing of the Community Center would like to replace the galvanized chain link fence which secures the outdoor play area they utilize. They have attained pricing for a black vinyl coated chain link fence (lowest quote is \$4,850 and black iron style ornamental fence (lowest quote is \$7,700). The Preschool is required to have the outdoor play area secured.

We would like the Governing Body's direction on which style of fence to require as well if the City will help pay for the fence replacement (for either style). The fence is not necessary but for the Pre-School operation. The Preschool paid for the installation of the existing fence. Chain link is permitted per our development standards, iron style fences are generally considered more attractive, although they may require more maintenance than a vinyl coated chain link fence. Vinyl coated chain link is low maintenance and ages better than galvanized chain link. Either option is an enhancement over the existing.

Picture of iron fence:



Picture of black vinyl coated chain link:



How does item relate to Strategic Plan?

Provides for regular maintenance of public facilities and enhances the appearance.

How does item benefit Community for all Ages?

Supports child care options for residents.

Additional Information

Although no specific funds are allocated to this project, maintenance and some capital items budgeted in 2016 are under budget. If the Council should wish to participate, \$2,500 in anticipated savings could be allocated to support this project.