

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
March 20, 2017 7:00 PM

Pledge of Allegiance
Roll Call
Modification of Agenda

I. Citizens Comments

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens are requested to keep their comments under 5 minutes. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

A. Linda Mau

II. Consent Agenda

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

- A. Appropriation Ordinance #902
- B. Parrty in Arrr Park Event
- C. Niche Police Reporting System Agreement

III. Business From the Floor

A. **Applications / Presentations**

IV. Mayor's Report

- A. Fair Housing Month - CDBG Procalamation (Erin Thompson and Michael Poppa)

V. Workshop and Committee Reports

- A. Workshop and Committee Summary

VI. Reports of City Liaisons

VII. Unfinished Business

VIII. New Business

- A. Branding Report

IX. Ordinances and Resolutions:

- A. Ordinance No. 941 - Amendment Related to City Code on Signs
- B. Ordinance 947 - Trash and Recycle Bin Placement and Shielding
- C. Ordinance 949 - Changes to Type 1 Special Event Terms
- D. Charter Ordinance and Ordinance to Establish Hotel Motel Tax

X. Workshop Items:

- A. Snow Plowing Standards (est. time 5 min.)
- B. Agreement with Overland Park Soccer Club (est. time 5 min.)
- C. Agreement with Northeast United Soccer Club (est. time 5 min.)
- D. Engineering Services Scope and Fee for Tennis Court Reconstruction (est. time 5 min.)
- E. Leaf Pickup Program Discussion Continued (est. time 10 min.)

XI. Reports of City Officials:

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

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

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.
- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.
 2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.
- D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.
- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.
- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the

Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.

- H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: Citizens Comments- I.-A.
Committee 3/20/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Linda Mau**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Date:

Committee/Department:

Appropriation Ordinance #902

Item Type:

Details:

Amount of Request:

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

How does item relate to Strategic Plan?

ATTACHMENTS:

Description

Appropriation Ordinance #902

Type

Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Friday, March 17, 2017

Appropriation Ordinance - 03/20/2017 - #902

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

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

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this 20th day of March, 2017.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	248,788.74
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There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance - 03/20/2017 - #902

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT	Amount	Chk #	Check
					Date			Amount
Advance Auto Parts	102	5260.102	Vehicle Maintenace	Invoice: 5128704636981 /	2/23/2017	31.66	66559	31.66
Advance Auto Parts	102	5260.102	Vehicle Maintenace	Invoice: 5128705737694 /	3/8/2017	2.45	66579	2.45
Airgas USA, LLC	106	5318.106	Tools	Invoice: 9943321438 /	3/15/2017	81.36	66610	81.36
All Copy Products, Inc.	102	5214.102	Other Contractual Services	Invoice: 53542991 /	3/8/2017	379.84	66580	759.67
All Copy Products, Inc.	105	5214.105	Other Contractual Services	Invoice: 53542991 /	3/8/2017	379.83	66580	
American Fidelity Assurance Co.	101	2052.101	Supplemental Insurance Payable	Invoice: 1410124A /	3/8/2017	258.33	66581	258.33
American Fidelity Assurance Co.	101	2052.101	Supplemental Insurance Payable	Invoice: 1410125A /	3/15/2017	1,549.98	66611	1,549.98
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	Invoice: B578670 /	2/23/2017	809.16	66560	809.16
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	Invoice: 76766756 /	3/15/2017	1,763.50	66612	1,763.50
Blue Sky Cleaners	102	5224.102	Laundry Service	Invoice: 3/6/17 /	3/15/2017	215.50	66613	215.50
Blue Valley Tractor & Supply	106	5211.106	Maintenace & Repair Equipment	Invoice: 105637 / #302 ferris mover rb	3/15/2017	2,257.99	66614	2,257.99
Kelley Bohon	105	5206.105	Travel Expense & Training	Invoice: 3/15-3/18/17 CCMFOA /	2/23/2017	55.00	66561	55.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenace	Invoice: 1029718 /	3/8/2017	35.00	66582	146.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenace	Invoice: 1029721 /	3/8/2017	35.00	66582	
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenace	Invoice: 1029805 /	3/8/2017	41.00	66582	
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenace	Invoice: 1029699 /	3/8/2017	35.00	66582	
Burhle Plumbing LLC	290	5210.290	Maintenace And Repair Building	CK32217 Invoice: C1124 /	2/23/2017	1,757.66	32217	1,757.66
BWI- Springfield	106	5262.106	Grounds Maintenance	Invoice: 14034208 / fert for green space	3/15/2017	1,155.30	66615	1,155.30
CBC Real Estate Group	101	5209.101	Professional Services	Invoice: 3/1/17 CONSULTING /	3/15/2017	7,500.00	66616	7,500.00
C & C Group	101	5201.101	Electric	Invoice: 5701. /	3/15/2017	1,995.45	66617	1,995.45
CCMFOA Of Kansas	105	5305.105	Dues, Subscriptions, & Books	Invoice: 2017 DUES BOHON /	3/15/2017	50.00	66618	50.00
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	Invoice: 116651 /	3/8/2017	50.00	66583	50.00
C & G Rubber Stamp, Inc.	106	5306.106	Materials	Invoice: 116635 / murphey j plaque	3/15/2017	80.00	66619	80.00
Clarkson Power Flow, Inc.	106	5211.106	Maintenace & Repair Equipment	Invoice: 1005904 / #203 85xT adapter fi	3/15/2017	4.88	66620	16.14
Clarkson Power Flow, Inc.	106	5211.106	Maintenace & Repair Equipment	Invoice: 1005693 / \$418 grapple bucket	3/15/2017	11.26	66620	
Consolidated Communications	101	5202.101	Telephone	Invoice: 3/9/17 /	3/15/2017	553.54	66621	553.54
CS Carey Inc.	106	5262.106	Grounds Maintenance	Invoice: T55313 / mulch plantins areas	3/15/2017	140.00	66622	280.00
CS Carey Inc.	106	5262.106	Grounds Maintenance	Invoice: T55159 / mulch for plantin ar	3/15/2017	140.00	66622	
Custom Tree Care, Inc.	300	5470.300	Park Maint/Infrastructure	Invoice: 15750 /	3/15/2017	990.00	66623	1,320.00
Custom Tree Care, Inc.	300	5470.300	Park Maint/Infrastructure	Invoice: 15757 /	3/15/2017	330.00	66623	
Maria Gabriela Doherty	103	5209.103	Professional Services	Invoice: 17001002 /	2/23/2017	150.00	66562	150.00
Electronic Contracting Company	101	5210.101	Maintenace & Repair Building	Invoice: KC025888 /	2/23/2017	852.00	66563	852.00
Enlighten Electric, Inc.	290	5210.290	Maintenace And Repair Building	Invoice: 171158 / community center	3/15/2017	650.00	66624	650.00
Anthony Estrada	102	5260.102	Vehicle Maintenace	Invoice: 1/31/17 LOWES /	3/8/2017	24.87	66584	24.87
Family Support Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 2/23/17 HARPER /	2/23/2017	328.62	66564	328.62
Family Support Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 3/9/17 HARPER /	3/8/2017	328.62	66585	328.62
Galls, LLC	102	5308.102	Uniforms & Duty Gear	Invoice: 7044085 / pants	3/8/2017	175.98	66586	612.67
Galls, LLC	102	5308.102	Uniforms & Duty Gear	Invoice: 7044078 / shirt	3/8/2017	54.99	66586	
Galls, LLC	102	5308.102	Uniforms & Duty Gear	Invoice: 7044102 / pants	3/8/2017	87.99	66586	

Galls, LLC	102	5308.102	Uniforms & Duty Gear	Invoice: 7044105 / boots	3/8/2017	119.95	66586	
Galls, LLC	102	5308.102	Uniforms & Duty Gear	Invoice: 7044074 / shirt	3/8/2017	164.97	66586	
Galls, LLC	102	5308.102	Uniforms & Duty Gear	Invoice: 7036136 / trouser striping ns	3/8/2017	8.79	66586	
Golconda Group LLC	450	5444.450	ADA Improvements	Invoice: 1705 /	3/15/2017	12,024.00	66625	12,024.00
Grainger	290	5210.290	Maintenace And Repair Building	Invoice: 9361048680 / community cente	3/15/2017	467.43	66626	467.43
David J. Grummon, P.A.	103	5209.103	Professional Services	Invoice: 3/7/17 /	3/15/2017	202.00	66627	202.00
Hampel Oil, Inc.	106	5302.106	Motor Fuels & Lubricants	Invoice: 90873655 / diesel fuel for equi	3/15/2017	752.50	66628	752.50
House of Rocks	106	5262.106	Grounds Maintenance	Invoice: 185059 / rock for borders	3/15/2017	320.00	66629	2,035.00
House of Rocks	101	5306.101	Materials	Invoice: 184943 / aquatic center rock	3/15/2017	1,715.00	66629	
Int'l Assoc. of Chiefs of Police	102	5305.102	Dues, Subscriptions, & Books	Invoice: 1001241891 /	3/8/2017	150.00	66587	150.00
Johnson County Key Service, Inc.	106	5210.106	Maintenace And Repair Building	CK32219 Invoice: 128431 /	2/22/2017	12.90	32219	12.90
Johnson County Park & Recreation C	290	5255.290	JoCo HR	Invoice: 3/3/17 2 QTR REIM /	3/8/2017	20,750.00	66588	20,750.00
Jennifer Jones-Lacy	105	5206.105	Travel Expense & Training	Invoice: 2/22/17 SWABIZ /	3/8/2017	256.04	66589	256.04
KAT Nurseries	101	5209.101	Professional Services	Invoice: SI96807 / aquatic center plant	3/15/2017	276.40	66630	276.40
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	Invoice: 2834 2/24/17 /	3/8/2017	30.31	66590	30.31
Kansas City First Aid	102	5207.102	Medical Expense & Drug Testing	Invoice: 3857 /	3/15/2017	308.00	66631	308.00
KCP & L	101	5201.101	Electric	Invoice: 3/28/17 MULTIPLE /	3/8/2017	1,412.77	66591	1,951.75
KCP & L	106	5201.106	Electric	Invoice: 3/28/17 MULTIPLE /	3/8/2017	538.98	66591	
KCP & L	106	5201.106	Electric	Invoice: 1275 3/8/17 /	3/15/2017	1,649.42	66632	1,649.42
Keller Fire & Safety	290	5210.290	Maintenace And Repair Building	Invoice: 180565 /	3/15/2017	230.00	66633	230.00
Kansas Gas Service	101	5289.101	Natural Gas	Invoice: 1745/7836 2/15/17 /	2/23/2017	453.79	66565	1,496.15
Kansas Gas Service	106	5289.106	Natural Gas	Invoice: 1745/7836 2/15/17 /	2/23/2017	1,042.36	66565	
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	Invoice: 3/1/17 /	3/15/2017	88.00	66634	193.00
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	Invoice: 7020437 /	3/15/2017	105.00	66634	
Kansas Secretary of State	102	5250.102	Insurance & Surety Bonds	CK32221 Invoice: 3/17 NOTARY / Bolek	3/2/2017	25.00	32221	50.00
Kansas Secretary of State	103	5250.103	Insurance & Surety Bonds	CK32221 Invoice: 3/17 NOTARY / Bolek	3/2/2017	25.00	32221	
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	Invoice: 2/17 COURT REV / state fees	3/8/2017	2,000.00	66592	2,000.00
The Legal Record	101	5204.101	Legal Printing	Invoice: L65673 /	3/8/2017	15.70	66593	54.61
The Legal Record	101	5204.101	Legal Printing	Invoice: L65672 /	3/8/2017	38.91	66593	
Lowe's Business Acct./GEMB	101	5210.101	Maintenace & Repair Building	CK32220 Invoice: 1760 3/15/17 /	3/1/2017	21.77	32220	879.65
Lowe's Business Acct./GEMB	101	5210.101	Maintenace & Repair Building	CK32220 Invoice: 1760 3/15/17 /	3/1/2017	33.19	32220	
Lowe's Business Acct./GEMB	101	5210.101	Maintenace & Repair Building	CK32220 Invoice: 1760 3/15/17 /	3/1/2017	10.42	32220	
Lowe's Business Acct./GEMB	101	5210.101	Maintenace & Repair Building	CK32220 Invoice: 1760 3/15/17 /	3/1/2017	1.89	32220	
Lowe's Business Acct./GEMB	101	5210.101	Maintenace & Repair Building	CK32220 Invoice: 1760 3/15/17 /	3/1/2017	45.48	32220	
Lowe's Business Acct./GEMB	300	5246.300	In-House Street Maintenance	CK32220 Invoice: 1760 3/15/17 /	3/1/2017	265.60	32220	
Lowe's Business Acct./GEMB	300	5246.300	In-House Street Maintenance	CK32220 Invoice: 1760 3/15/17 /	3/1/2017	398.40	32220	
Lowe's Business Acct./GEMB	102	5260.102	Vehicle Maintenance	CK32220 Invoice: 1760 3/15/17 /	3/1/2017	30.30	32220	
Lowe's Business Acct./GEMB	106	5262.106	Grounds Maintenance	CK32220 Invoice: 1760 3/15/17 /	3/1/2017	2.36	32220	
Lowe's Business Acct./GEMB	106	5308.106	Clothing & Uniforms	CK32220 Invoice: 1760 3/15/17 /	3/1/2017	4.74	32220	
Lowe's Business Acct./GEMB	106	5318.106	Tools	CK32220 Invoice: 1760 3/15/17 /	3/1/2017	37.96	32220	
Lowe's Business Acct./GEMB	106	5318.106	Tools	CK32220 Invoice: 1760 3/15/17 /	3/1/2017	27.54	32220	
Lynn Peavey Company	102	5307.102	Other Commodities	Invoice: 328196 /	3/8/2017	53.00	66594	53.00
Mid America Peripheral Support	102	5214.102	Other Contractual Services	CK32223 Invoice: 7620/7619/5713/387	3/9/2017	210.48	32223	351.02

Mid America Peripheral Support	105	5214.105	Other Contractual Services	CK32223 Invoice: 7620/7619/5713/387	3/9/2017	140.54	32223	
Mid-American Signal, Inc.	101	5301.101	Office Supplies	Invoice: 170501 / conn cable to comp	3/15/2017	185.00	66635	185.00
Venessa Maxwell-Lopez	103	5209.103	Professional Services	Invoice: 2/17/17 /	2/23/2017	150.00	66566	150.00
Micro Center	102	5211.102	Maintenace & Repair Equipment	Invoice: 6514381 /	3/15/2017	89.92	66636	89.92
Midwest Public Risk	107	5126.107	Health Insurance	Invoice: B02N0Q /	3/8/2017	27,136.60	66595	27,136.60
Mission Plumbing Heating & Cooling	101	4215.101	Building Permit	Invoice: 2/17 OVERPMT PERMIT / 2017	2/23/2017	60.00	66567	60.00
Municode	101	5214.101	Other Contracted Services	Invoice: 282233 /	2/23/2017	550.00	66568	550.00
National League of Cities	101	5305.101	Dues, Subscriptions, & Books	Invoice: 125973 /	3/15/2017	1,117.00	66637	1,117.00
Nationwide Retirement Solutions	101	2060.101	Section 457 Employee Payable	Invoice: 2/7/17 PAYROLL /	2/23/2017	1,271.31	66569	1,271.31
Nationwide Retirement Solutions	101	2060.101	Section 457 Employee Payable	Invoice: 3/9/17 PAYROLL /	3/8/2017	1,423.23	66596	1,423.23
Northeast Johnson Cty. Chamber of	101	5219.101	Meeting Expense	Invoice: 21227 /	2/23/2017	300.00	66570	300.00
Office Essentials	290	5307.290	Other Commodities	Invoice: CIV0477530 /	3/15/2017	3,496.50	66638	3,496.50
Phillips Pinewood Mulch, Inc.	106	5302.106	Motor Fuels & Lubricants	CK32225 Invoice: 48883447 /	3/9/2017	25.52	32225	25.52
Pitney Bowes	101	5205.101	Postage & Mailing Permits	Invoice: 3302941094 /	3/15/2017	136.41	66639	136.41
Praxair Distribution Inc	106	5214.106	Other Contractual Services	Invoice: 76296257 / scan 3/3/17	3/8/2017	26.69	66597	26.69
Principal Life	107	5130.107	City Paid Life/ST Disability	Invoice: 2/17/17 /	2/23/2017	829.13	66571	829.13
ProShred of Kansas City	102	5214.102	Other Contractual Services	Invoice: 100111480 /	3/8/2017	22.50	66598	45.00
ProShred of Kansas City	105	5214.105	Other Contractual Services	Invoice: 100111480 /	3/8/2017	22.50	66598	
Pyramid Contractors, Inc.	510	5209.510	Professional Services	Invoice: 4 /	3/15/2017	49,200.00	66640	49,200.00
Wex Bank	104	5302.104	Motor Fuels & Lubricants	CK32218 Invoice: 48744030 /	2/20/2017	55.86	32218	132.70
Wex Bank	106	5302.106	Motor Fuels & Lubricants	CK32218 Invoice: 48744030 /	2/20/2017	76.84	32218	
Wex Bank	102	5302.102	Motor Fuels & Lubricants	CK32222 Invoice: 48840618 /	3/6/2017	1,592.12	32222	1,592.12
Rejis Commission	102	5214.102	Other Contractual Services	Invoice: 52994 /	3/8/2017	212.37	66599	212.37
Riteway Maintenance & Supply, LLC	101	5214.101	Other Contracted Services	Invoice: 16315 /	3/8/2017	910.00	66600	910.00
Roeland Park Community Foundatio	101	4787.101	RP Community Foundation Donations	Invoice: CKMAR17 /	3/15/2017	70.00	66641	70.00
George Schlegel	101	5230.101	Art Commissioner	Invoice: CHECKMAR /	3/1/2017	100.00	66578	100.00
Shafer, Kline & Warren, Inc.	270	5209.270	Professional Services	Invoice: 13009901037 /	3/15/2017	1,125.00	66642	10,433.75
Shafer, Kline & Warren, Inc.	300	5209.300	Professional Services	Invoice: 1300993502 /	3/15/2017	9,308.75	66642	
SRC	102	5206.102	Travel Expense & Training	Invoice: 4/11/17 BIRDSONG CON /	2/23/2017	25.00	66572	25.00
Staples Advantage	101	5301.101	Office Supplies	Invoice: 8043068560 /	2/23/2017	40.76	66573	190.08
Staples Advantage	101	5304.101	Janitorial Supplies	Invoice: 8043068560 /	2/23/2017	149.32	66573	
Staples Advantage	101	5301.101	Office Supplies	Invoice: 8043166861 /	3/8/2017	130.63	66601	241.95
Staples Advantage	101	5304.101	Janitorial Supplies	Invoice: 8043166861 /	3/8/2017	111.32	66601	
Stinson Leonard Street	510	5209.510	Professional Services	Invoice: 40054014/1/3872 /	3/8/2017	168.21	66602	629.69
Stinson Leonard Street	101	5215.101	City Attorney	Invoice: 40054014/1/3872 /	3/8/2017	461.48	66602	
Stinson Leonard Street	101	5215.101	City Attorney	Invoice: 40057018 /	3/15/2017	160.65	66643	564.49
Stinson Leonard Street	510	5209.510	Professional Services	Invoice: 40057017 /	3/16/2017	403.84	66643	
Strasser True Value	106	5211.106	Maintenace & Repair Equipment	Invoice: 237931 / parts for hedge trim	3/15/2017	5.33	66644	5.33
Suburban Lawn & Garden	101	5209.101	Professional Services	Invoice: 910077 /	3/15/2017	162.24	66645	162.24
Deborah Sweeney	101	5214.101	Other Contracted Services	Invoice: 6807 /	2/23/2017	947.75	66574	947.75
TASER International	102	5309.102	Amunition	Invoice: SI1469384 /	2/23/2017	217.02	66575	217.02
Terminix Processing Center	101	5210.101	Maintenace & Repair Building	Invoice: 8393800 /	3/8/2017	874.41	66603	874.41
United Community Services	101	5232.101	United Community Services	Invoice: 2017 HUMAN SVC FUND /	2/23/2017	3,930.00	66576	3,930.00

United Parcel Service	102	5205.102	Postage & Mailing Permits	Invoice: Y99263087 /	3/8/2017	39.95	66604	39.95
US BANK	107	5133.107	Wellness Incentive	Invoice: BOHON 2/27/17 /	3/14/2017	375.00	32226	2,806.41
US BANK	101	5203.101	Printing & Advertising	Invoice: SCHARFF 2/27/17 /	3/14/2017	295.00	32226	
US BANK	106	5206.106	Travel Expense & Training	Invoice: SCHARFF 2/27/17 /	3/14/2017	520.00	32226	
US BANK	101	5219.101	Meeting Expense	Invoice: BOHON 2/27/17 /	3/14/2017	238.73	32226	
US BANK	104	5219.104	Meeting Expenses	Invoice: JONES-LACY 2/27/17 /	3/14/2017	50.68	32226	
US BANK	105	5254.105	Miscellaneous Charges	Invoice: JONES-LACY 2/27/17 /	3/14/2017	30.22	32226	
US BANK	106	5262.106	Grounds Maintenance	Invoice: SCHARFF 2/27/17 /	3/14/2017	85.18	32226	
US BANK	106	5262.106	Grounds Maintenance	Invoice: LEON 2/27/17 /	3/14/2017	1,132.00	32226	
US BANK	106	5305.106	Dues, Subscriptions, & Books	Invoice: SCHARFF 2/27/17 /	3/14/2017	18.60	32226	
US BANK	105	5206.105	Travel Expense & Training	Invoice: MOODY 2/27/17 /	3/15/2017	61.00	32226	
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	Invoice: 220299 /	3/15/2017	1,023.86	66646	1,023.86
Verizon Wireless	102	5202.102	Telephone	Invoice: 9780897976 /	3/8/2017	295.40	66605	415.39
Verizon Wireless	104	5202.104	Telephone	Invoice: 9780897976 /	3/8/2017	79.98	66605	
Verizon Wireless	106	5202.106	Telephone	Invoice: 9780897977 /	3/8/2017	40.01	66605	
The Victor L. Phillips Co.	106	5211.106	Maintenace & Repair Equipment	Invoice: IK95782 /	3/15/2017	158.95	66647	158.95
Water District No 1 of Johnson Cour	101	5287.101	Water	Invoice: 3/15/17 MULTIPLE / scan 3/3/1	3/8/2017	35.62	66606	193.82
Water District No 1 of Johnson Cour	106	5287.106	Water	Invoice: 3/15/17 MULTIPLE / scan 3/3/1	3/8/2017	158.20	66606	
WCA Waste Corporation	115	5272.115	Solid Waste Contract	Invoice: 990000224003 /	3/8/2017	34,493.52	66607	34,493.52
WCA Waste Corporation	106	5262.106	Grounds Maintenance	Invoice: 99000022564 /	3/15/2017	673.43	66648	673.43
Kathleen Whitworth	101	5256.101	Committee Funds	Invoice: 2/16/17 EMEDCO / tracked 3/3	3/8/2017	43.31	66608	43.31
Woolery Construction, Inc.	101	4215.101	Building Permit	Invoice: 2/17 OVERPMT PERMIT / 2017(	2/23/2017	269.25	66577	269.25
Zerger & Mauer LLP	101	5215.101	City Attorney	Invoice: 201844 /	3/8/2017	15,266.50	66609	15,266.50
Forte	101	5214.101	Other Contracted Services	EFT#2/28/17 Invoice: 2/28/17 ALL ACCT	2/28/2017	197.08		
Forte	101	5214.101	Other Contracted Services	EFT#3/2/17 Invoice: 3/2/17 ADMIN WEI	3/2/2017	10.45		
Forte	101	5214.101	Other Contracted Services	EFT#3/2/17 Invoice: 3/2/17 COURT /	3/2/2017	99.19		
Forte	101	5214.101	Other Contracted Services	EFT#3/2/17 Invoice: 3/2/17 ADMIN /	3/2/2017	10.45		
Forte	101	5214.101	Other Contracted Services	EFT#3/2/17 Invoice: 3/2/17 COURT WEI	3/2/2017	10.45		
KPERS	101	2040.101	KPERS Accrued Employee	EFT#3/1/17 Invoice: 3/1/17 /	3/1/2017	1,861.96		
KPERS	107	5123.107	KPERS City Contribution	EFT#3/1/17 Invoice: 3/1/17 /	3/1/2017	2,625.36		
KP&F	101	2045.101	KP&F Employee Withholding Payable	EFT#3/1/17 Invoice: 3/1/17 /	3/1/2017	2,162.09		
KP&F	107	5131.107	KP&F City Contribution	EFT#3/1/17 Invoice: 3/1/17 /	3/1/2017	5,754.46		
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Invoice: EFTMAR /	3/1/2017	1,583.00		
						\$	248,788.74	

Item Number: Consent Agenda- II.-B.
Committee 3/20/2017
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/6/2017
Submitted By: Events Committee
Committee/Department: Admin.
Title: **Parrty in Arrr Park Event**
Item Type: Other

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	Parrrty in Arrr ParkBanner	Cover Memo
	Parrrty in Arrr Park Flier	Cover Memo

Parrty in Arrr Park

Saturday, June 10th

Kids' Treasure Quest

11 am - 1 pm

Amusement for All

1 pm - 6pm



More info at www.RoelandPark.net

Parrty in Arrr Park

Saturday, June 10th

Kids' Treasure Quest

11 am - 1 pm



Bring your little buccaneers for a f**REE** fun-filled celebration of the treasure that is R Park!

- ☒ Treasure Quest Activities ☒ Pirate Prizes
- ☒ Enjoy the Fables of Red Beard
- ☒ Mr. Stinky Feet Concert ☒ Food & Fun

Amusement for All

1 pm - 6pm

Ahoy Mateys! Want to know your neighbors? Here's your chance! Bring your lawn chairs & sun hats, and enjoy:

- ☒ Food Trucks (lots of choices) ☒ Live Music
- ☒ Activities for All Ages ☒ Pirate Costume Prizes



If it is raining at 10am on June 10, the Parrty will take place in the
Roeland Park Community Center Sports Dome.
Check the City of Roeland Park Facebook page for updates.

Item Number: Consent Agenda- II.-C.
Committee 3/20/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/1/2017
Submitted By: John Morris
Committee/Department: Public Safety
Title: **Niche Police Reporting System Agreement**
Item Type: Agreement

Recommendation:

To enter into an agreement with the JCRION (Johnson County Regional Interagency Operating Network) for a computer report management system known as “Niche”.

Details:

The Roeland Park Police Department and many other local agencies have a RMS (report management system) currently called I-Leads. This system is being phased out and updated with a newer RMS system called “Niche”. The new system is being adopted county wide for better reporting capabilities and technical support at a substantial savings through 2026.

Financial Impact

Amount of Request: \$52,784 2017- 2026	
Budgeted Item?	Budgeted Amount: \$52,784 2017- 2026
Line Item Code/Description: 5214.102	

Additional Information

\$1,178 2017
\$5,734 each year 2018-2026

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Interlocal NICHE RMS	Cover Memo
📎 JCRION Interagency Agreement	Cover Memo

**AN INTERLOCAL COOPERATION AGREEMENT FOR A
COORDINATED LAW ENFORCEMENT RECORDS MANAGEMENT
SYSTEM FOR JOHNSON COUNTY, KANSAS**

THIS AGREEMENT, made and entered into this ____ day of _____ 2017, by and among the Board of County Commissioners of Johnson County, Kansas (“County”); the Johnson County Sheriff; the Johnson County District Attorney; the Board of Park and Recreation Commissioners of the Johnson County Park & Recreation District; the City of Fairway, Kansas; the City of Gardner, Kansas; the City of Leawood, Kansas; the City of Lenexa, Kansas; the City of Merriam, Kansas; the City of Mission, Kansas; the City of Olathe, Kansas; the City of Overland Park, Kansas; the City of Roeland Park, Kansas; the City of Prairie Village, Kansas; the City of Shawnee, Kansas; the City of Spring Hill, Kansas; and the City of Westwood, Kansas (the parties collectively referred to as “Participants”), each duly having been organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the Participants wish to mutually cooperate with each other and potentially with other certain area cities or public agencies who may hereafter join in this effort by addendum to this Agreement, to provide a law enforcement records management system that will be shared with each other in an effort to more efficiently obtain, assess and utilize criminal justice information; and

WHEREAS, the Kansas Interlocal Cooperation Act, *K.S.A. 12-2901 et seq.*, and amendments thereto (hereinafter “Act”), permits local government units, including the Participants to this Agreement, to make the most efficient use of their powers by enabling them to cooperate with other localities, persons, associations and corporations on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, *K.S.A. 2016 Supp. 12-2904* and amendments thereto authorizes the Participants, as public agencies defined under the Act, and other like and similarly situated public agencies, to cooperate by agreement in providing a coordinated records management system for the benefit of the citizens of Johnson County, Kansas; and

WHEREAS, each of the Participants desires to enter into this Agreement as authorized by the Act for the purposes stated herein.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, conditions and promises hereinafter contained, and for other good and valuable consideration, the Participants hereto agree as follows:

I. PURPOSE.

The Participants hereby agree to mutually cooperate in operating and maintaining a law enforcement records management system to be known as the Johnson County Regional Interagency Operating Network (JCRION), which will be shared with each other in an effort to more efficiently obtain, assess and utilize criminal justice information; and further, the Participants acknowledge and agree that like and similarly situated public agencies may elect to join in this effort after approval by majority vote of Participants and by executing an agreement to participate that incorporates the terms of this Agreement, specifies the funding participation of the public agency, and is in a form that is substantially similar to the form attached to this Agreement, as Exhibit 1.

II. RECORDS MANAGEMENT PROGRAM.

The Participants agree that JCRION shall be implemented and managed through the Interagency Policy Agreement, which is attached to this Agreement, as Exhibit 2. By executing this Agreement, each Participant is hereby agreeing to the terms and conditions of the Interagency Policy Agreement, its appendices, and any amendments thereto.

III. FUNDING PARTICIPATION.

The Participants agree to share in and contribute to the financial obligations related to the administration and operation of JCRION as detailed in the Interagency Policy Agreement. The Participants understand and agree that the Participants are only obligated to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the Participant's current budget year. In the event a Participant does not so budget and appropriate the funds, the Participants acknowledge and agree that such lack of funding shall be deemed a termination by such Participant at the end of the then current term and the termination provisions of Section V shall apply.

IV. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each of the Participants, approval by the Attorney General of Kansas, and filing with the Department of Records and Tax Administration (in its capacity as Register of Deeds) and the Kansas Secretary of State, whichever occurs last, and shall be and remain effective for an initial term ending on December 31, 2022 and thereafter shall be automatically renewed for periods of one (1) year each, based on a calendar year, unless a Participant terminates the agreement in writing according to Paragraph V. of this Agreement.

V. TERMINATION.

Any Participant may withdraw from this Agreement by notifying the County in writing by the date set forth in the Interagency Policy Agreement and by payment of the termination fees set forth in the Interagency Policy Agreement. Any such termination by a Participant shall be effective upon the anniversary date of such Participant's first use ("Go Live" date) of JCRION system following notice of termination. A terminating Participant shall pay the termination fees described in the Interagency Policy Agreement. Termination by a Participant shall not relieve

such Participant of its funding contribution for the then current calendar year during which the Participant has terminated, nor shall a terminating Participant be entitled to a refund of any amounts paid hereunder. The County will notify all Participants of any individual Participant's termination notice within thirty days of receiving the notice.

VI. ADDITIONAL PARTICIPANTS.

Any municipality or public agency engaged in law enforcement may request to become a Participant. Requests to participate shall be reviewed by the Executive Council. Approval by majority vote of the Executive Council and execution of a written agreement accepting and agreeing to the terms and conditions of this Agreement, which form shall be substantially similar to the form attached hereto as Exhibit 1, is required to become a Participant. As of the effective date of such agreement, the municipality or public agency shall become a Participant with all the same rights, benefits, and obligations under this Agreement. A new Participant shall pay the amount calculated under the Interagency Policy Agreement for that Participant for the then current term, which shall include licensing, hosting, and maintenance fees and which shall be decreased pro rata based upon the effective date of the written agreement by which the additional Participant joins in this Agreement. The County shall bill new Participants, who shall pay all such amounts described in this paragraph to the County within thirty (30) days of receipt of an invoice from the County.

VII. NOTICES.

Any notices, demands or requests required by this Agreement shall be sent to all Participants hereto by U.S. mail, postage prepaid, as set forth below each Participant's signature.

VIII. INDEMNIFICATION.

Subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act and to the extent allowed by law, each Participant agrees to protect, defend, indemnify and hold other Participants to this Agreement and their officers, employees and agents free and harmless from and against any and all determinable losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of such Participant's error, omission or negligence in its performance or responsibilities hereunder. Under no circumstances shall any Participant be liable for any indirect, incidental, special, punitive, or consequential damages or losses resulting from or arising out of or connected with this Agreement. Nothing in this section shall be deemed to relieve any Participant of any obligation or responsibility imposed upon it by law in accordance with K.S.A. 2016 Supp. 12-2904(f). The parties to this Agreement do not contemplate nor intend, and there shall be no third party beneficiaries to this Agreement.

IX. GOVERNING LAW.

Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas. Jurisdiction and venue for any

suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

X. PROPERTY.

No property, real or personal, shall be acquired jointly by the Participants under the terms of this Agreement. All hardware and software purchased by the County for the operation of JCRION shall remain the property of the County. If a JCRION AGENCY terminates membership under this Agreement, the JCRION AGENCY will retain the licenses purchased as part of this Agreement.

XI. PERSONNEL.

It is understood and agreed that the personnel utilized by each individual Participant for the operation and use of JCRION shall be considered, are, and shall remain, employees or volunteers of that Participant and shall not be considered or treated, in any manner, as an employee or volunteer of Participants hereto. All Participants' personnel with access to JCRION for any purpose must be KCJIS cleared annually by their respective Participant.

XII. EXECUTIVE COUNCIL.

For purposes of this Agreement, there is hereby established an Executive Council, which shall consist of one representative designated by each Participant, who shall be the voting members of the Executive Council. The Executive Council shall have the duties and responsibilities set forth in the Interagency Policy Agreement. No separate legal entity is created under this Agreement as provided for in K.S.A. 12-2904a. The County shall be responsible for administering this Agreement pursuant to the terms of the Interagency Policy Agreement.

XIII. ENTIRE AGREEMENT, WAIVER, AND AMENDMENT.

This Agreement contains the entire understanding between the Participants and supersedes all prior agreements or understandings between the Participants with respect to the subject matter hereof. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing and agreed to and signed by all the Participants.

XIV. SEVERABILITY.

If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, in violation of Kansas Statutes or otherwise invalid or unenforceable, that provision or portion thereof shall be null and void; provided, however, that the remainder of this Agreement shall remain in full force and effect.

XV. MATTERS DISREGARDED.

The titles of the several sections, subsections or paragraphs set forth in this Agreement are inserted for convenience of reference only and they shall be disregarded in construing or interpreting any of the provisions of this Agreement.

XVI. EXECUTION.

Counsel for the County shall cause this Agreement to be executed in multiple original counterparts and submitted to the Attorney General of the State of Kansas for his approval. Thereafter, if approved by the Attorney General, Counsel for the County shall cause this Agreement to be filed, *pursuant to K.S.A. 12-2905*, with the County's Department of Records and Tax Administration (acting in the capacity of the Register of Deeds) and the Kansas Secretary of State. Each Participant hereto shall receive a copy of the duly executed original of this Agreement for its official records.

IN WITNESS WHEREOF, the Participants hereto have caused this Agreement to be executed by their duly authorized representatives the day and year designated below.

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Ed Eilert, Chairman

ATTEST:

Linda Barnes, Clerk of the Board

APPROVED AS TO FORM:

Cynthia Dunham, Deputy Director of Legal

ADDRESS FOR NOTICE PURPOSES:
Justice Information Management System
Attn. Tim Mulcahy, Director
11880 S Sunset Dr.
Olathe, KS 66061

JOHNSON COUNTY SHERIFF

Sheriff Calvin Hayden

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

Johnson County Sheriff
ATTN: Kent Brown
588 E. Santa Fe
Olathe, KS 66061

JOHNSON COUNTY DISTRICT ATTORNEY

Steve Howe, District Attorney

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

Johnson County District Attorney
100 North Kansas Ave.
Olathe, KS 66061

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

Paul W. Snider, Chair

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

Johnson County Park Police
ATTN: Chief Dan Field
Shawnee Mission Park
7900 Renner Road
Shawnee Mission, KS 66219-9723

CITY OF FAIRWAY, KANSAS

Jerry Wiley, Mayor

ATTEST:

Kathy Axelson, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Fairway, Kansas
ATTN: City Clerk
4210 Shawnee Mission Parkway
Suite 100
Fairway, KS 66205

CITY OF GARDNER, KANSAS

Chris Morrow, Mayor

ATTEST:

Jeanne Koontz, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Gardner, Kansas
ATTN: City Clerk
120 E. Main St.
Gardner, KS 66030

CITY OF LEAWOOD, KANSAS

Peggy Dunn, Mayor

ATTEST:

Debra Harper, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Leawood, Kansas
ATTN: City Clerk
4800 Town Center Drive
Leawood, KS 66211

CITY OF LENEXA, KANSAS

Mike Boehm, Mayor

ATTEST:

Danielle Dulin, Interim City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Lenexa, Kansas
ATTN: City Clerk
12350 West 87th Street Parkway
Lenexa, KS 66215

CITY OF MERRIAM, KANSAS

Ken Sissom, Mayor

ATTEST:

Juliana Pinnick, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Merriam, Kansas
ATTN: City Clerk
9001 West 62nd Street
Merriam, KS 66202

CITY OF MISSION, KANSAS

Steve Schowengerdt, Mayor

ATTEST:

Martha M. Sumrall, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Mission, Kansas
ATTN: City Clerk
6090 Woodson
Mission, KS 66202

CITY OF OLATHE, KANSAS

Michael Copeland, Mayor

ATTEST:

David Bryant, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Olathe, Kansas
ATTN: City Clerk
100 East Santa Fe
Olathe, KS 66051

CITY OF OVERLAND PARK, KANSAS

Carl Gerlach, Mayor

ATTEST:

Elizabeth Kelley, City Clerk

APPROVED AS TO FORM:

John J. Knoll, Sr. Assistant City Attorney

ADDRESS FOR NOTICE PURPOSES:

City of Overland Park, Kansas
ATTN: City Clerk
8500 Santa Fe Drive
Overland Park, KS 66212

CITY OF PRAIRIE VILLAGE, KANSAS

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Prairie Village, Kansas
ATTN: City Clerk
7700 Mission
Prairie Village, KS 66208

CITY OF ROELAND PARK, KANSAS

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Roeland Park, Kansas
ATTN: City Clerk
4600 W. 51st Street
Roeland Park, KS 66205

CITY OF SHAWNEE, KANSAS

Michelle Distler, Mayor

ATTEST:

Stephen Powell, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Shawnee, Kansas
ATTN: City Clerk
11110 Johnson Drive
Shawnee, KS 66203

CITY OF SPRING HILL, KANSAS

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Spring Hill, Kansas
ATTN: City Clerk
401 N. Madison St.
Spring Hill, KS 66083

CITY OF WESTWOOD, KANSAS

John Ye, Mayor

ATTEST:

Fred Sherman, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Westwood, Kansas
ATTN: City Clerk
4700 Rainbow Boulevard
Westwood, KS 66205

EXHIBIT 1
AGREEMENT TO PARTICIPATE IN AN INTERLOCAL COOPERATION
AGREEMENT FOR A COORDINATED LAW ENFORCEMENT RECORDS
MANAGEMENT SYSTEM FOR JOHNSON COUNTY, KANSAS

This Agreement to Participate in the Interlocal Cooperation Agreement for a Coordinated Law Enforcement Records Management System for Johnson County, Kansas ("Agreement to Participate"), is made and entered into by the City of _____, Kansas, on this ____ day of _____, 201_ ("Effective Date") and is made a part of the Interlocal Cooperation Agreement.

1. APPROVAL BY PARTICIPANTS. The City of _____ has requested to become a Participant under the Interlocal Cooperation Agreement for a Coordinated Law Enforcement Records Management System for Johnson County, Kansas, ("Agreement"), which request has been approved by a majority of the Participants pursuant to Section VI of the Agreement.

2. TERMS AND CONDITIONS. In consideration of the majority vote of the Participants in favor of approval, the City of _____ accepts and agrees to the terms and conditions of the Agreement and agrees to pay all fees as set forth in the Agreement.

3. EFFECTIVE DATE. This Agreement to Participate shall be effective upon execution by the City of _____. As of the effective date of this Agreement to Participate, the City of _____ shall be a Participant with all the same rights, benefits, and obligations under the Agreement as the other Participants.

4. CONTRIBUTION. Within thirty (30) days of the effective date of this Agreement to Participate, the City of _____ shall pay the amount calculated under the Interagency Policy Agreement for the City for the term currently in effect, which amount shall be decreased pro rata based upon the effective date of this Agreement.

Accepted and agreed to by the City of _____, Kansas, as of the date written above.

CITY OF _____, KANSAS

_____, Mayor

ATTEST:

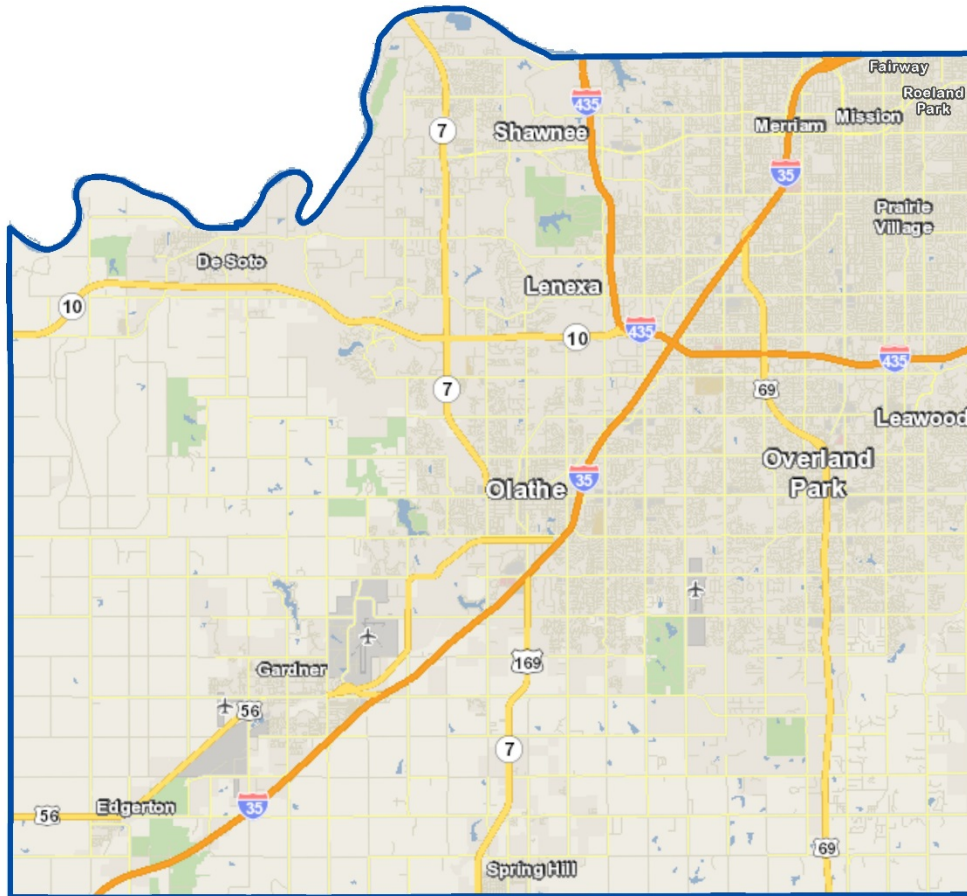
_____, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

EXHIBIT 2
INTERAGENCY POLICY AGREEMENT

Interagency Policy Agreement



JCRION

Johnson County Regional Interagency
Operating Network
(NICHE Records Management System)

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JCRION Consortium

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Appendix A: JCRION RMS Functionality Matrix

Appendix B: JCRION RMS Agency Cost Model Worksheet

Appendix C: JCRION Consortium Service Level Agreement

Appendix D: Niche Developed/Approved Interfaces

1.0 JCRION PARTICIPANTS

Spring Hill Police Department
Chief Richard Mann
418 East Nichols
Spring Hill, Ks 66083

Shawnee Police Department
Chief Rob Moser
5850 Renner Road
Shawnee, KS 66217

Mission Police Department
Chief Ben Hadley
6090 Woodson
Mission, KS 66202

Johnson County Park Police
Chief Dan Field
7900 Renner Road
Shawnee Mission, KS 66219

Fairway Police Department
Chief Mike Fleming
5252 Belinder
Fairway, KS 66205

Prairie Village Police Department
Chief Tim Schwartzkopf
7710 Mission Road
Prairie Village, Ks 66208

Johnson County District Attorney's Office
District Attorney Steve Howe
111 South Cherry Street
Olathe, KS 66061

Olathe Police Department
Chief Steve Menke
501 East 56 Highway
Olathe, KS 66061

Board of County Commissioners
of Johnson County, Kansas
County Manager & Justice
Information Management Systems
111 S. Cherry
Olathe, KS 66061

Overland Park Police Department
Chief Francis Donchez
12400 Foster
Overland Park KS, 66213

Gardner Police Department
Chief James Pruetting
440 East Main Street
Gardner, KS 66030

Johnson County Sheriff's Office
Sheriff Calvin Hayden
27747 West 159th Street
New Century, KS 66031

Merriam Police Department
Chief Michael Daniels
9010 West 62nd Street
Merriam, KS 66202

Westwood Police Department
Chief Greg O'Halloran
4700 Rainbow Boulevard
Westwood, KS 66205

Leawood Police Department
Chief Troy Rettig
4201 Town Center Drive
Leawood, KS 66211

Roeland Park Police Department
Chief John Morris
4600 West 51st Street #100
Roeland Park, KS 66205

Lenexa Police Department
Chief Tom Hongslo
12500 W. 87th Street Parkway
Lenexa, KS 66215

2.0 **JCRION SCOPE**

The ***JCRION Consortium*** is organized and dedicated to providing all members with a records management system (RMS), associated services, and records data that can be shared with every agency in an effort to more efficiently obtain, assess, and utilize criminal information. The Consortium will also facilitate the sharing of responsibilities and expenses related to design, creation, implementation, hosting, maintenance, and management of this RMS. This Interagency Policy Agreement sets forth guidelines for the operation of the Consortium and promotes and facilitates the highest and best functionality of the ***JCRION RMS*** and the inclusion of current members, future members, and potential future *Inter-NICHE* members.

Johnson County Government (“County”), by and through the Justice Information Management System (“JIMS”), will host the ***JCRION Consortium***. It is expected that all members will provide integral assistance as needed to assist with the functionality of the RMS throughout the Consortium.

This Interagency Policy Agreement is attached as an exhibit to the Interlocal Cooperation Agreement for a Coordinated Law Enforcement Records Management System in Johnson County, Kansas, which has been approved and adopted by all of the governing bodies of the Participants.

3.0 **DEFINITIONS**

Agency Executives – Agency representative at the executive level and a member of the ***JCRION Executive Council***.

Agency JCRION RMS Administrator - The representative from each agency responsible for the day-to-day configuration and maintenance for that agency’s ***JCRION RMS Domain***, end-user hardware and software, and their connection to the ***JCRION RMS***. This role will have oversight of that agency’s RMS needs and represent the agency within the Consortium.

Consortium Software - Any computer program licensed to the County by ***NICHE Technology***.

Consortium Equipment - Hardware and other equipment utilized solely for the purpose of maintaining the ***JCRION RMS*** including but not limited to sharing, security, accessibility, use, and dissemination of criminal records and information.

Domain – Represents a logical layer of the ***JCRION RMS*** that is specific to an Agency.

Host Agency – Johnson County

Host Agency Executives – County Manager (or designee) and the Director of JIMS both are members of the *JCRION* Executive Council.

Inactive Member of the Consortium - A *JCRION* AGENCY that has withdrawn or given notice to withdraw from the *JCRION* Consortium or becomes inactive pursuant to the terms of this Agreement. This agency will no longer have voting rights or participate in the *JCRION* groups, but will continue to pay the associated fees until which time they are no longer using the *JCRION* RMS. An Inactive Member can only become an active member with the approval of the *JCRION* Executive Council. If a *JCRION* AGENCY becomes an Inactive Member due to failure to pay fees pursuant to this Agreement, the Executive Council may deny the Inactive Member access to the NICHE RMS while such fees remain unpaid.

Inter-NICHE – NICHE RMS to NICHE RMS integration

NICHE Project Manager - NICHE's assigned project manager that will assist with *JCRION* Consortium for the life of the Consortium Software.

JCRION AGENCY - Consortium agency member that is not the host. The agency will have their own *JCRION* RMS domain as defined by NICHE.

JCRION - Johnson County Regional Interagency Operating Network.

JCRION Consortium - Johnson County Regional Interagency Operating Network is the official name for the consortium. The Consortium consists of the participating agencies listed at the beginning of this Agreement as well as any future members who join the Consortium.

JCRION NUG – A Niche users group made up of representatives of *JCRION* Consortium members whose purpose is to address the needs and recommendations of the *JCRION* Consortium, and whose primary function will be to assess the development and maintenance of the *JCRION* RMS.

Tier 1 - Consortium agency member that has less than 50 total users, which are listed on Appendix B.

Tier 2 - Consortium agency member that has 50 or more total users, which are listed on Appendix B.

Tier 3 - Johnson County District Attorney's Office users.

Appendix A – *JCRION* RMS Functionality Matrix on specific *JCRION* AGENCY customizations vs. HOST AGENCY customizations.

Appendix B – *JCRION* RMS Agency Cost Model Worksheet.

Appendix C – *JCRION Consortium Service Level Agreement*, this document combines both NICHE software support service levels with the County’s service levels into a single document to support the *JCRION Consortium*.

Appendix D – NICHE developed and/or approved interfaces.

4.0 JCRION ROLES

Agency Executives

Agency Executives are part of the *JCRION* Executive Council and include the HOST AGENCY Director of JIMS and the County Manager or designee. Each consortium member agency shall have one representative on the Executive Council except for the HOST AGENCY, which shall have two representatives with one combined vote. The Agency Executives will function as a review group for significant recommendations from the *JCRION Niche User Group (NUG)* which have a potential significant impact within their agency. The Agency Executives should correspond with their agency representative within the *JCRION NUG* to keep their agency informed of potential recommendations and/or changes proposed by the *JCRION NUG*.

Agency Executives are expected to express either their approval or objections to potential recommended changes(s) to the *JCRION RMS*. Agency Executives will be provided the opportunity for input and voting rights on significant *JCRION RMS* issues.

Agency *JCRION RMS* Administrators

Each agency’s *JCRION RMS* Administrator and/or designees will attend NICHE technology training as provided by the HOST AGENCY. Agency *JCRION RMS* Administrators will receive training as it relates to the technological aspects of the NICHE product, including the administration and configuration for items included in APPENDIX A. It is the expectation of the Consortium that the Agency *JCRION RMS* Administrators will then train their agency’s staff related to NICHE technology. If additional technology training is necessary, the HOST AGENCY can provide technology training as resources are available.

Agency Records Custodian Representative

Each agency’s Records Custodian Representative and/or designee that is the Agency’s official custodian of Criminal Justice Records will attend the NICHE user training as provided by the HOST AGENCY (to receive training as it relates to the records user aspects of the NICHE product). It is the expectation of the Consortium that this individual will then train their agency’s civilian and sworn staff related to their NICHE records user group.

Host Agency County Manager

The County Manager or designee is part of the *JCRION* Executive Council. For the first two years of this Agreement, the Olathe Chief of Police will serve as the chairman of the *JCRION* Executive Council. The chair position may rotate every two years thereafter with the chair to be selected by a majority vote of the Executive Council.

Host Agency JIMS Director

The JIMS Director is part of the *JCRION* Executive Council to provide Executive technology direction. In addition, this position oversees all technology operations and technology staffing of the *JCRION* Consortium and will assess the recommendations of the *JCRION* NUG. The JIMS Director will advise the County Manager and the current chairperson of the *JCRION* Executive Council of any recommendation(s) and will provide direction as to the impact of the recommendation(s) as it relates to the *JCRION* RMS.

Host Agency RMS Administrator

A JIMS staff member, who will assess all technical/other recommendations of the *JCRION* NUG as it relates to its effect on agency personnel and will assist the *JCRION* Program Manager in leading and facilitating all NUG meetings. The RMS Administrator will provide an assessment to the HOST AGENCY as to the potential impact of the *JCRION* NUG recommendation as it relates to NICHE RMS users.

***JCRION* RMS Solution Specialist**

This individual will be provided by the HOST AGENCY and will be a technologist that will be a Subject Matter Expert (SME) in the NICHE RMS product and Consortium hardware. The *JCRION* RMS Solution Specialist will be an employee of JIMS and will be dedicated to providing technology services and system expertise related to the *JCRION* RMS. They will work directly with the *JCRION* Program Manager and all HOST AGENCY technology resources.

The *JCRION* RMS Solution Specialist will be accountable for the overall *JCRION* RMS configuration, maintenance, security, interfaces, and support. In addition, they will ensure continuous operations of *JCRION* RMS. The *JCRION* RMS Solution Specialist will develop protocols that will ensure that a standardized consistent work flow will take place to facilitate the ease of the *JCRION* RMS by all Consortium members.

Host Agency JCRION Program Manager

The *JCRION* Program Manager will be an IT Project Manager from the County. The Program Manager, along with the HOST AGENCY RMS Administrator, will facilitate the *JCRION* Consortium and the *JCRION* NUG. The *JCRION* Program Manager will provide a line of communication between all members and is responsible for collaborating and cooperating with all *JCRION* Consortium members to ensure the efficient and effective operation of the *JCRION* Consortium. The *JCRION* Program Manager role will report to the JIMS Director and coordinate with the *JCRION* RMS Solutions Specialist. For the purpose of reviewing and evaluating the functionality of the *JCRION* RMS, the *JCRION* Program Manager will schedule regular meeting dates and times that are mutually agreed upon with *JCRION* Consortium members.

The *JCRION* Program Manager will coordinate training for all members in accordance with NICHE functionality and security procedures. The *JCRION* Program Manager may create any advisory or support groups to better assist the functionality of the *JCRION* RMS.

Host Agency Records Custodian Representative

The HOST AGENCY Records Custodian Representative and/or designee is the HOST AGENCY's official custodian of Criminal Justice Records. This individual will attend NICHE user training for the records user aspects of the NICHE product. It is the expectation of the Consortium that this individual will then train each agency's civilian staff related to their NICHE records user group.

Financial & Inventory

The HOST AGENCY will assist the *JCRION* Program Manager with providing information pertaining to potential/future technology purchases related to the *JCRION* RMS. The HOST AGENCY will keep a record of all current inventories associated with the *JCRION* RMS to include warranties, specifications, assets, licenses, and descriptive purpose. Equipment replacement schedules will be maintained and will include hardware, software, and any other items necessary for the operation of the *JCRION* Consortium. The HOST AGENCY will be responsible for the payment of all reasonable and necessary *JCRION* RMS billing approved by the *JCRION* Consortium, to include vendor payment related to the *JCRION* Consortium.

The HOST AGENCY will provide an annual expenditure report to the *JCRION* Executive Council on or before March 1st of each year. The financial report will include all revenues and expenses/costs associated to the operation of the *JCRION* Consortium. In addition, the HOST AGENCY will provide accounting documents

quarterly to the *JCRION* Agencies, which will include a minimum of expenditures, assets, and invoices paid. All unused funds will be rolled over to maintain fiscal responsibility within the *JCRION* Consortium.

***JCRION* NUG Agency Representatives**

Each *JCRION* AGENCY will designate representatives (i.e. *Agency Records Custodian Representative and/or Agency JCRION RMS Administrators*) within the *JCRION* NUG. Each *JCRION* AGENCY will use its best efforts to designate at least two representatives to the *JCRION* NUG. The HOST AGENCY will have the following representatives: *JCRION* Program Manager; *JCRION* RMS Solution Specialist; and HOST AGENCY RMS Administrator.

This working group will meet on dates and times that are set forth by the *JCRION* Program Manager. It is the expectation that each agency representative keeps their agency's executive staff current on subject matter addressed by the *JCRION* NUG. In addition, minutes of the meetings will be distributed to the *JCRION* Executive Council.

The *JCRION* Program Manager will serve as the first chairman of the *JCRION* NUG for a term not to exceed two (2) years. During that initial two (2) year term, the *JCRION* NUG may replace the *JCRION* Program Manager by electing another chairman from the group, who will serve the remainder of such term. The chair position may then rotate every two years thereafter with the chair to be selected by the *JCRION* NUG through a majority vote.

All *JCRION* Consortium members and the *JCRION* NUG chairman can attend at their own expense the annual North American NICHE NUG or annual International NICHE NUG.

***JCRION* Executive Council**

The *JCRION* Executive Council is a body of executives from all active agencies of the *JCRION* Consortium. The membership consists of the Agency Executive and HOST AGENCY Executives. (*See the JCRION GOVERNANCE Section*)

5.0 HOST AGENCY REQUIREMENTS

Staffing

HOST AGENCY Executives will designate the *JCRION* HOST AGENCY team members, including but not limited to, *JCRION* RMS Solution Specialist, *JCRION* Program Manager, and *JCRION* Host RMS Administrator. Any members of the

JCRION Consortium who are RMS Subject Matter Experts (SME's) may assist with the development, build, implementation and/or testing of the *JCRION* RMS.

Training

The HOST AGENCY will facilitate one-time initial “train the trainer” sessions, conducted by NICHE, available for all agencies within the consortium to attend at no cost. Individual agencies will determine which staff should be represented at this training. These selected representatives that attend this train the trainer session will be responsible for training their respective agencies. Any additional training from NICHE will be at the expense of the *JCRION* AGENCY, unless provided by the HOST AGENCY.

Technology Services

Understanding that some agencies within the Consortium have limited technology services, the HOST AGENCY or another *JCRION* AGENCY may, but are not required to, assist at no charge beyond the included *JCRION* Operational Support as defined in this agreement. In the event that an agency needs substantial technology services, such agency and the HOST AGENCY or another *JCRION* AGENCY may enter into separate service agreements setting forth the charges for such services.

NICHE allows the sharing of all the interfaces developed and/or approved by NICHE. A list of those interfaces will be made available to all member agencies (*See Appendix D*). These interfaces allow *JCRION* Agencies to connect directly to the *JCRION* RMS, however they will still require testing and approval by the HOST AGENCY. (*See JCRION Operational Section*).

Any *JCRION* AGENCY “infrastructure needs” that require the purchase of additional hardware, non-NICHE developed software, or non-NICHE developed interfaces, will be the financial responsibility of the requesting *JCRION* AGENCY. Members of the *JCRION* Consortium may assist with the installation and/or testing of these products as long as they are utilized for the *JCRION* RMS.

Security & KCJIS Compliance

The HOST AGENCY will ensure that the *JCRION* RMS environment and all connected devices are KCJIS compliant. See *JCRION OPERATIONS* Section for additional items related to Security.

Hardware/Infrastructure

The HOST AGENCY will provide all infrastructure in the data centers consisting of *JCRION* Software and *JCRION* Hardware. This does not include any data

connections for specific *JCRION* Agencies to connect to the *JCRION* RMS environment. The HOST AGENCY will implement “best practices” to sustain performance related to the NICHE environment which will include limiting large data uploads to the database (i.e. video files).

6.0 JCRION AGENCY REQUIREMENTS

Each participating agency within the *JCRION Consortium* will utilize a domain structure that is built into the *JCRION* RMS solution. Each *JCRION* AGENCY will need to ensure that their infrastructure meets the minimum standards set forth by the HOST AGENCY.

Hardware/Infrastructure

JCRION Agencies are responsible for maintaining all the recommended hardware and infrastructure related to any devices operating the *JCRION* RMS. In addition, all *JCRION* Agencies are responsible for the installation, monitoring, and maintenance of their connections to the *JCRION* RMS. (i.e. VPN, Internet, fiber, and/or Cellular). The HOST AGENCY may review *JCRION* AGENCIES’ hardware to ensure it meets minimum specifications. Both the connectivity and hardware can have an impact on overall *JCRION* AGENCY performance when operating the *JCRION* RMS.

Security & CJIS Compliance

The *JCRION* AGENCY will ensure that all their connected devices and environments to the *JCRION* RMS environment are KCJIS compliant. See *JCRION OPERATIONS* Section for additional items related to Security. The HOST AGENCY may request the *JCRION* AGENCY provide record of its KCJIS compliance.

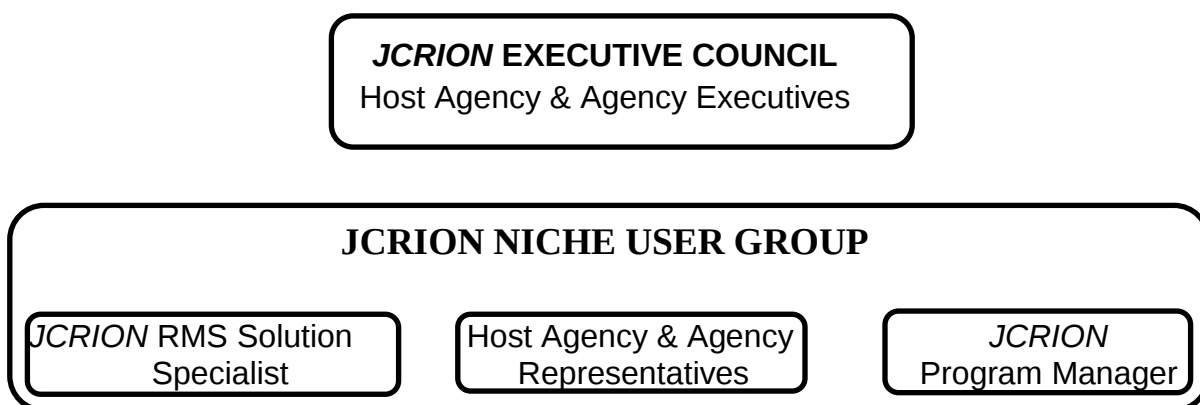
Representation

All *JCRION* Agencies are responsible for assigning representatives to ensure proper representation for the agency and for their jurisdiction’s best interest. Representatives should include individuals to meet the roles required within this document. (See *JCRION Roles Section*) Representatives from each *JCRION* AGENCY are critical to the success of the *JCRION* Consortium therefore active participation is required. If a *JCRION* agency is not represented at the majority of the meetings held in any given 12 month period, it will be notified of this deficiency by the Chairman of the Executive Council. If such *JCRION* AGENCY fails to be represented at the majority of the meetings held in the 12 month period following the notice, the Executive Council shall determine whether such agency has become an “Inactive” member.

7.0 JCRION GOVERNANCE

The *JCRION* Governance structure provides the structure in which the *JCRION* Consortium agrees to govern and operate within terms and conditions set forth in this interagency agreement to provide oversight to the *JCRION* RMS solution and associated services. The focus of the *JCRION* governance structure is to ensure the integrity of the *JCRION* RMS program. The *JCRION* governance will provide guidance to the following areas: *JCRION* RMS Roles, *JCRION* RMS Financials, *JCRION* RMS Operations, *JCRION* RMS Membership, and enforcement of this Agreement.

***JCRION* Governance Structure**



Principal Meeting Location

The principal meeting location for the *JCRION* Executive Council and NUG is to be determined. The *JCRION* Executive Council and NUG will meet on designated dates and times that the *JCRION* Consortium agrees upon.

***JCRION* NICHE User Group (*JCRION* NUG)**

To maintain a foundation for the *JCRION* Consortium, a user group will be established that will be utilized to further the goals of the Consortium as well as establishing a forum to address the needs and recommendations of the *JCRION* Consortium. The *JCRION* NUG will include the following roles: *JCRION* Program Manager, *JCRION* RMS Solution Specialist, and HOST AGENCY and Agency Representatives. Additional resources from either the HOST AGENCY or *JCRION* AGENCY may participate as needed based upon the agenda items. If an Agency does not have the IT structure in place to customize their *JCRION* RMS Domain, a

request will be made through the *JCRION NUG* for approval and implementation by the *HOST AGENCY* or another *JCRION AGENCY*, if approved.

The primary function of the *JCRION NUG* will be to assess the development and maintenance of the *JCRION RMS* as it relates to technology and user (officer/civilian staff) issues/recommendations to enhance the future needs and sustainability of the *JCRION RMS*. The *JCRION NUG* will also review, approve or reject requested changes, on the basis of majority vote of representatives, in the *JCRION RMS* environment, which must be in writing from the requesting agency. *NUG* Representatives from a quorum of *JCRION* Agencies must be present, either in person or via conference call, to vote on requested changes. A quorum for purposes of the *JCRION NUG* requires attendance (either in person or via conference call) by representatives of at least 51% of the *JCRION* Agencies. In the voting procedure, the majority vote of the quorum present and voting will carry. A record shall be kept of all change requests and approvals as well as each vote. The change request records will be made available to the entire *JCRION* Consortium membership for review. In addition, all change requests must be submitted at least 24 hours in advance of the *NUG* meeting and must include, at a minimum, a brief description of the change, business impact, and rollback plan.

The *JCRION NUG* will conduct regularly scheduled *NUG* meetings. All *JCRION NUG* recommendations must be approved by the majority of representatives from the *HOST AGENCY* and *JCRION* Agencies, with each *JCRION* Agency receiving one vote and the *HOST AGENCY* receiving one vote, prior to moving forward. All recommendations, votes and meeting minutes will be made available to all *JCRION* Consortium members. All approved recommendations that have potential significant impact on the *JCRION RMS* will be escalated to the *JCRION* Executive Council for review and approval.

Amendments to Interagency Policy Agreement

The *HOST AGENCY* or any *JCRION AGENCY* may recommend amendments to this Agreement as needed for the efficient operation and maintenance of the *RMS* and to address issues as they arise. All amendments will be subject to review and approval by the *JCRION* Executive Council. Upon approval by the *JCRION* Executive Council, each *JCRION AGENCY* will need to adopt the amendment(s) or may become an “Inactive” member, which shall be determined by the Executive Council.

Agreement Termination

JCRION Agencies that are Tier 1 are required to remain a member for the full first 10 years of this Agreement, in lieu of the Initial Software Usage Fee. In the event a Tier 1 member terminates their membership prior to the 10 years or becomes an Inactive Member, they will be required to pay an early termination fee equal to the amount of the Initial Software Usage Fee that was waived. (See *JCRION FINANCIAL SECTION*) After the ten-year anniversary of this Agreement, Tier 1 *JCRION* Agencies may terminate their membership pursuant to the same procedures provided below for Tier 2 members.

JCRION Agencies that are Tier 2 members may terminate their membership by notifying the HOST AGENCY in writing of their intent to terminate by July 1 of the then-current year. Any such termination by a *JCRION* AGENCY shall be effective as of January 1st of the following calendar year. Termination by a *JCRION* AGENCY shall not relieve that agency of payment of hosting and maintenance fees for the remainder of the year during which notice was given, nor shall a terminating agency be entitled to a refund of any amounts paid under this Agreement.

A terminated *JCRION* AGENCY shall be responsible for data extraction related to the terminated *JCRION* AGENCY's domain. Upon termination, all licenses purchased by or acquired on behalf of the terminated *JCRION* AGENCY shall remain the property of the respective *JCRION* AGENCY.

Should the County determine that it is unwilling or unable to continue its responsibilities as the HOST AGENCY, the County shall provide one hundred eighty (180) days advance notice to all *JCRION* AGENCIES. In such event, the County will refund the annual hosting fee paid by each *JCRION* AGENCY for the year in which the County provides such notice. The refund shall be calculated for each *JCRION* AGENCY on a pro-rated basis based upon the last day the County serves as the HOST AGENCY. The HOST AGENCY will provide *JCRION* AGENCIES with a copy of the live and legacy domain database and schema no more than 90 days prior to discontinuation of HOST AGENCY service.

Executive Voting and Quorum

A *JCRION* Executive Council will be established with each executive member entitled to one (1) vote for items requiring approval. The attendance of at least 51% of *JCRION* Executive Council is required to have a quorum. In the voting procedure, the majority vote of the quorum present and voting will carry.

The HOST AGENCY may object to a majority vote of the Executive Council that may pose a serious financial impact or security risk to the HOST AGENCY. In the event of such an objection, the vote shall be set aside and it is the expectation that the HOST AGENCY Executives will engage in a forum to discuss the concerns. The HOST AGENCY will provide in writing its reasoning and justifications for the initial objection or denial. The issue in question will be brought back to the Executive Council for discussion and resolution.

The *JCRION* Executive Council does not vote on all customizations that are Agency specific unless it is determined that it could potentially impact the *JCRION* RMS operations or integrity. If so, it will be escalated to the *JCRION* NUG and/or *JCRION* Executive Council to be addressed.

8.0 JCRION OPERATIONS

All *JCRION* Consortium members will utilize a shared environment containing KCJIS Records with the HOST AGENCY providing the infrastructure and day-to-day operations of the environment. The *JCRION* RMS information may be shared/disseminated amongst all *JCRION* Consortium members. All *JCRION* RMS records will be maintained, vetted, and secured by the HOST AGENCY. Individual agencies within the *JCRION* Consortium will maintain their own records and have access to shared records.

Incident Management

All HOST AGENCY issues will be recorded via the HOST AGENCY IT ticketing system. *JCRION* AGENCY specific issues will only be recorded if they are escalated to the HOST AGENCY. Any issues discovered by the *JCRION* AGENCY will be directed to that Agency's *JCRION* RMS Administrator to be resolved. If the issue cannot be resolved, a ticket will be submitted to the HOST AGENCY for investigation and resolution. The HOST AGENCY will follow all current procedures for critical tickets including communications utilizing the Problem Incident Report (PIR) guidelines. (See Appendix C: Service Level Agreement (SLA) for timing related to issues submitted.)

Service Level Agreement (SLA)

The HOST AGENCY will utilize their currently established SLA (see Appendix C) and NICHE's contracted SLA. The HOST AGENCY's SLA is subject to change and therefore any relevant updates that occur will be provided to all *JCRION* Consortium members reflecting those changes. The HOST AGENCY may monitor all connections to the *JCRION* RMS environment to ensure operational performance and aid in troubleshooting in the event of an incident.

Data Exchange/Sharing

All *JCRION* Consortium members agree to exchange data within the *JCRION* RMS and understand that sharing this data does not constitute ownership, but is shared, in an effort to provide associated services for their agency.

Records and data stored on the *JCRION* RMS will be accessible by all *JCRION* AGENCIES and the HOST AGENCY. Access to and use of other agencies' records shall only be for law enforcement and criminal investigation purposes and as otherwise provided for by law. Each *JCRION* AGENCY and the HOST AGENCY is and shall remain the owner and custodian of its respective records and data. In the event an *JCRION* AGENCY or the HOST AGENCY is served with or receives a subpoena, court order, legal process, a Kansas Open Records Act (KORA) request, or similar demand for production of the records or data of another *JCRION* AGENCY or the HOST AGENCY, such receiving AGENCY, to the extent allowed by law, shall refer the requester to the custodian AGENCY and shall notify the custodian AGENCY of the request.

Data Interfaces & Maintenance

JCRION Agencies are responsible for providing the HOST AGENCY verification of testing, accuracy, and schedules associated with implementation. The HOST AGENCY will validate all data interfaces and schedule implementation based upon availability of resources. The HOST AGENCY will monitor all data feeds for erroneous data and may reject or disconnect any data feeds that are not meeting the quality of standard for the HOST AGENCY. The *JCRION* AGENCY is required to perform regular maintenance, including all testing for upgrades and patches to ensure accuracy of data imports. Any suspicious data feeds/integrations may be terminated with reasonable notice to ensure the integrity of the *JCRION* RMS for the Consortium.

JCRION Agencies are expected to make reasonable efforts to provide customized programming assistance to those agencies lacking IT structure. However, *JCRION* Agencies are not required to provide services and staff time free of charge. In the event that an agency requires significant programming services, such agency and the HOST AGENCY or another *JCRION* AGENCY may enter into separate service agreements setting forth the charges for such services. All customized programming integrations with the *JCRION* RMS will be required to be tested by the HOST AGENCY and/or documentation provided to sufficiently meet the HOST AGENCY IT and *JCRION* NUG approval prior to implementation.

Data Backup and Recovery

The HOST AGENCY will provide environment (i.e. interfaces, NDS, etc.) and regular database backup of the *JCRION* RMS based upon JIMS' current guidelines, pursuant to which data retention will be for six months with an additional annual backup that is stored offsite for one year. These backups are only for major disasters requiring full recovery, and not for individual records or partial recovery. The backup retention will be in accordance to the HOST AGENCY current guidelines. The HOST AGENCY does not have the resources to provide individual agency data feeds or replicated data specific to any *JCRION* AGENCY. Doing so would be at the HOST AGENCY discretion.

High Availability and Disaster Recovery

The HOST AGENCY will provide an environment with high availability for the *JCRION* RMS infrastructure. In addition, a secondary site will be established and maintained as a fail over in the event the primary site is unavailable for an unacceptable period of time as determined by the HOST AGENCY. *JCRION* Agencies are responsible for failing over to the Disaster Recovery site should the HOST AGENCY initiate the Disaster Recovery site. The Disaster Recovery site is expected to have the same level of performance as the primary site.

Reporting Server

The HOST AGENCY will provide a read only reporting/archive server for each requesting *JCRION* AGENCY. The *JCRION* AGENCY will be financially responsible for any licensing, maintenance, and hardware costs associated with the server. The HOST AGENCY will provide daily database updates at a minimum of the reporting server.

KCJIS Patches and Maintenance

The HOST AGENCY will ensure that other patches and maintenance are completed within the maintenance window in order to facilitate the completion of scheduled RMS maintenance and upgrades.

Scheduled *JCRION* RMS Maintenance

The HOST AGENCY will provide up to one upgrade per year to the *JCRION* RMS as provided by NICHE, if available, with approval from the *JCRION* Executive Council. The HOST AGENCY will apply patches during the scheduled maintenance window with at least five business days' advance written notification to all Agencies except that in the event of an emergency or a security threat, the HOST AGENCY may apply patches without such notice. In that event, the HOST AGENCY shall

provide written notice as soon as practicable. The *JCRION* RMS standard maintenance window is the first Monday of the month from 2 am to 5 am. HOST AGENCY may extend or change the maintenance window by presenting this change to the NUG. Both upgrades and patches may require client software to be upgraded which will be the responsibility of each Agency to complete these Agency Client specific upgrades. The HOST AGENCY will not make changes to the *JCRION* RMS without approval of the NUG. All environmental changes will be reviewed by the HOST AGENCY to determine if they need to engage the *JCRION* NUG. All *JCRION* agencies shall conduct testing of their *JCRION* RMS domain prior to the date of the upgrade to the production environment for any changes approved by the NUG. Any application based changes will be approved by the *JCRION* NUG. Any infrastructure changes will be approved by the HOST AGENCY.

***JCRION* RMS User Access Maintenance**

Each *JCRION* AGENCY is responsible for maintaining their terminated and new hire users utilizing their *JCRION* RMS domain administrator account access. Each *JCRION* AGENCY will conduct an annual audit of their *JCRION* RMS user accounts to ensure both financial licensing and user access is up to date and will provide a true-up report to the HOST AGENCY. The HOST AGENCY retains the right to audit all *JCRION* RMS user accounts. (See *JCRION FINANCIAL SECTION* for additional information.)

***JCRION* RMS Agency Specific Configuration**

Each *JCRION* AGENCY will have one *JCRION* RMS domain administrator account to manage their *JCRION* RMS agency domain. The *JCRION* RMS agency specific domain administrator can make configuration changes to their *JCRION* RMS domain to meet their agency specific needs. A list of agency specific customization is attached as Appendix A. In the event a customization is not available, a recommendation can be made to the *JCRION* NUG for review.

***JCRION* RMS Infrastructure Security**

The HOST AGENCY will manage all infrastructure security related to the *JCRION* RMS infrastructure. *JCRION* AGENCY staff will only have access to the *JCRION* RMS solution; no further access will be granted. The HOST AGENCY will notify all *JCRION* Executives of issues that require escalation. In the event of a *JCRION* AGENCY security issue, the Agency identifying the issue must notify the HOST AGENCY immediately, but in no event not more than 2 hours after the issue is discovered, to determine what action, if any, is necessary to ensure the security of the *JCRION* RMS environment. This action may include temporarily disconnecting the

JCRION AGENCY with the security issue until it is resolved. The HOST AGENCY will determine if a notification is necessary for the all *JCRION* Agencies.

Records Custodian

Each Agency Records Custodian Representative will adhere to all *JCRION* RMS standards including KCJIS criteria as well as KORA. It is the expectation of the *JCRION* Consortium that each Agency's Records Custodian report any issues and/or inconsistencies within the *JCRION* RMS to that *JCRION* AGENCY representative and HOST AGENCY.

Additional Services

Additional services can be arranged as needed by any *JCRION* AGENCY with any other member. These arrangements are not part of this agreement, however all terms and conditions of this agreement remain in effect and enforced.

9.0 JCRION FINANCIAL SECTION

All agencies participating within the *JCRION* Consortium will agree to fulfill all financial obligations related to the administration and operation of the *JCRION* RMS. (See Appendix B) Maintenance costs will be allocated to each agency as a percentage of sworn users for that agency. An administration hosting fee will be assessed at a fixed rate per user to assist with IT operating costs for the HOST AGENCY. All fees will be made payable to the HOST AGENCY. Any member agency that fails to pay for their maintenance and/or hosting fee may be deemed an "Inactive" member agency by the Executive Council until which time payments are received. In the event any fees are past due for more than thirty (30) days, the HOST AGENCY shall provide such agency with written notice of the opportunity to cure the default. The HOST AGENCY shall advise the Executive Council when fees remain past due for more than sixty (60) days and the Executive Council may declare the member agency Inactive until all such fees are paid. The Executive Council may deny the Inactive Member access to the NICHE RMS while past due fees are outstanding.

There will be an annual "true up" of each member agency's user numbers by the HOST AGENCY in the fourth quarter of each year. Member agencies will be required to provide accurate sworn and civilian employee numbers at that time for the following year. Those adjusted user numbers will be applied for the invoicing in the following year unless there is a significant agency user count change during the year that increases the HOST AGENCY'S costs. In which case, that member agency may be required to pay those additional maintenance and hosting fee costs at the time of that change.

The hosting fee is due and payable by each *JCRION* AGENCY to the County within thirty (30) days of the *JCRION* AGENCY's first use ("Go-Live" Date) of the NICHE RMS and thereafter annually on the 15th of January of each year this Agreement remains in effect. Maintenance is due and payable on January 15th of each year. Maintenance fees shall be calculated as set forth in the contract between Niche and the HOST AGENCY dated July 21, 2016, and any amendments thereto, and as set forth in Appendix B. For each *JCRION* AGENCY, the first year of hosting and maintenance fees shall be prorated based upon the agency's first use ("Go-Live" Date) of the NICHE RMS.

Initial Software Usage Fee

This fee applies to only Tier 2 Agencies, requiring an upfront license fee of \$1340 per sworn officer. Tier 1 Agencies are required to commit to a 10 year term which waives the initial software usage fee. All licenses for the NICHE RMS shall be purchased directly from NICHE by the HOST AGENCY. For both the initial and any subsequent license purchases, each *JCRION* AGENCY shall remit the required licensing fees to the HOST AGENCY, which will then purchase the licenses to be used by such agency. The HOST AGENCY will retain ownership of all licenses purchased from NICHE. If a *JCRION* AGENCY terminates membership under this Agreement, the HOST AGENCY will transfer all licenses purchased by said *JCRION* AGENCY to that agency as the *JCRION* AGENCY will retain the licenses purchased for it.

Addition or Removal of Sworn Users

Should an agency add or remove sworn users from their RMS "roster", the Agency's reestablished number of sworn users will be eligible for an adjusted percentage of costs allocated to the maintenance fee for the following year after such numbers are confirmed by the annual true-up. If an Agency terminates their membership with the *JCRION* Consortium, any and all financial commitments up to the time of their termination will be non-refundable, as the scheduled financial responsibility of that Agency has already been distributed for vendor payment, which is a crucial factor for the successful operation of the *JCRION* Consortium.

All additional sworn users added by an agency will require the agency to pay for a full cost license, hosting fee, and will increase their annual maintenance fee accordingly. This applies to all Tier 1 and Tier 2 agencies.

Addition or Removal of Civilian User

Should an agency add or remove civilian users from their *JCRION* RMS "roster", the agency's reestablished number of civilian users will be eligible for an adjusted

(reduction or increase) cost related to the HOST AGENCY hosting fee the following year after such numbers are confirmed by the annual “true up”. If an Agency terminates their membership with the *JCRION* Consortium, any and all financial commitments up to the time of their termination will be non-refundable.

Annual Software Maintenance Fee

This fee applies to both Tier 1 and 2 agencies at the initial rate of \$268 per sworn officer annually based upon the allocated number of sworn officer licenses. Any licenses purchased above the original allocated number will increase the annual software maintenance fee at the initial rate of \$268 per sworn officer.

The Annual Software Maintenance Fee is currently set for a five-year lock at a twenty percent (20%) licensure rate commencing with the first use (go-live) of the NICHE RMS by a *JCRION* Consortium member. If the Annual Software Maintenance Fee rate changes after the five-year lock-in, the HOST AGENCY will provide notice to the *JCRION* AGENCIES of the new rate with the associated fee schedule. *JCRION* maintenance fee adjustments are limited to no more than an annual increase of two percent (2%).

Annual Hosting Fee

The hosting fee is assessed to assist in offsetting the technology infrastructure and support costs for the HOST AGENCY. Fee applies to both Tier 1 and 2 agencies at a rate of \$62 per every user in the *JCRION* NICHE Solution. The annual hosting fee, which shall be paid to the HOST AGENCY, includes computer, storage, and disaster recovery and is due within thirty (30) days following first use (go live) of the NICHE RMS by each *JCRION* AGENCY and annually thereafter. Hosting fees due from each agency shall be adjusted annually based upon the current number of users.

Optional Fees

There are no fees for data conversion, integration, or training (beyond what is already mentioned in this agreement) included in any of the costs. Each agency may decide its need for any of these optional services. Optional fees depending on the agency’s preference may include the following:

Optional NICHE Provided Data Conversions	\$1,800 per day <i>(plus T&E)</i>
Optional NEW NICHE Built Custom Interfaces	\$1,800 per day

NOTE: All existing NICHE interfaces are at no cost

Annual Fee Reporting & Adjustments

The HOST AGENCY will provide an annual report on the *JCRION* RMS fees paid and expenses incurred by the HOST AGENCY related to the *JCRION* RMS to the *JCRION* Executive Council. During the annual review, should the *JCRION* RMS hosting fees not align with services provided or should unforeseen expenses arise that are required to sustain the *JCRION* RMS, a recommendation from the HOST AGENCY will be reviewed and voted upon by the *JCRION* Executive Council. All *JCRION* hosting fee recommended adjustments will be reviewed by the *JCRION* Executive Council for approval by the *JCRION* HOST AGENCY Executives.

(Remainder of page intentionally left blank)

Signature Agreement

Your signature confirms your agreement, as a *JCRION* Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on _____, 2017.

Chief Richard Mann
Spring Hill Police Department



Chief Francis Donchez
Overland Park Police Department



Chief Rob Moser
Shawnee Police Department



Chief James Pruetting
Gardner Police Department



Chief Ben Hadley
Mission Police Department



Sheriff Calvin Hayden
Johnson County Sheriff's Office



Chief Dan Field
Johnson County Park Police



Chief Michael Daniels
Merriam Police Department



Chief Mike Fleming
Fairway Police Department



Chief Greg O'Halloran
Westwood Police Department



Chief Tim Schwartzkopf
*Prairie Village Police
Department*



Chief Troy Rettig
Leawood Police Department



District Attorney Steve Howe
*Johnson County District
Attorney's Office*



Chief John Morris
Roeland Park Police Department



Chief Steve Menke
Olathe Police Department



Chief Tom Hongslo
Lenexa Police Department



Ed Eilert, Chair
Board of County Commissioners of Johnson County, Kansas

APPENDIX A

JCRION RMS Functionality Matrix

The *JCRION* Consortium RMS offers agencies some agency specific customizations or configurations. As a multi-tenant environment, the *JCRION* Consortium will be utilizing common configurations, as well as “pick lists”, to ensure we provide the *JCRION* Consortium with data integrity, data sharing, and the highest level of system integration.

Agency Specific Configurable Features:

- System Parameters (*including ability to set default field values for many common fields*)
- Agency Specific Reports and Documents
- Agency Specific Templates for data entry and outputs
- Agency Specific Templates for case file assembly (*these templates determine what different types of court packets will include*)
- Agency Specific Arrest offense/reason codes, charges and municipal ordinance codes
- Agency Specific Custody Log Templates
- Agency Specific Fee Schedules for Citations
- Agency Specific Stats Classification details
- Agency Specific Usernames (*as it relates to their domain*)
- Agency Specific Workflow Templates

JCRION RMS Agency Cost Model Worksheet							Appendix B															
Agency User Counts			3-Tier System	1 time licensing cost	20% Annual maintenanc e starts in 2018	Annual hosting fee \$62 per user			2017 **	2018 **	2019 **	2020 **	2021	2022	2023	2024	2025	2026		1st year cost	5 year total cost	10 year total cost
Agency	Sworn	Civilian	Total Users																			
Fairway	10	2	12	\$ -	\$ 2,680	\$ 744		\$ 744	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 744	\$ 14,440	\$ 31,560	
Spring Hill	12	2	14	\$ -	\$ 3,216	\$ 868		\$ 868	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 868	\$ 17,204	\$ 37,624	
Westwood	13	1	14	\$ -	\$ 3,484	\$ 868		\$ 868	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 868	\$ 18,276	\$ 40,036	
Roeland Park	17	2	19	\$ -	\$ 4,556	\$ 1,178		\$ 1,178	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 1,178	\$ 24,114	\$ 52,784	
Jo.Co. Park Police	23	1	24	\$ -	\$ 6,164	\$ 1,488		\$ 1,488	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 1,488	\$ 32,096	\$ 70,356	
Gardner	30	3	33	\$ -	\$ 8,040	\$ 2,046		\$ 2,046	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 2,046	\$ 42,390	\$ 92,820	
Mission	31	8	39	\$ -	\$ 8,308	\$ 2,418		\$ 2,418	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 2,418	\$ 45,322	\$ 98,952	
Merriam	32	10	42	\$ -	\$ 8,576	\$ 2,604		\$ 2,604	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 2,604	\$ 47,324	\$ 103,224	
Prairie Village	47	13	60	\$ 62,980	\$ 12,596	\$ 3,720		\$ 66,700	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 66,700	\$ 131,964	\$ 213,544	
Leawood	61	23	84	\$ 81,740	\$ 16,348	\$ 5,208		\$ 86,948	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 86,948	\$ 173,172	\$ 280,952	
Shawnee	89	21	110	\$ 119,260	\$ 23,852	\$ 6,820		\$ 126,080	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 126,080	\$ 248,768	\$ 402,128	
Lenexa	91	28	119	\$ 121,940	\$ 24,388	\$ 7,378		\$ 129,318	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 129,318	\$ 256,382	\$ 415,212	
Olathe	181	30	211	\$ 242,540	\$ 48,508	\$ 13,082		\$ 255,622	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 255,622	\$ 501,982	\$ 809,932	
Overland Park	253	66	319	\$ 339,020	\$ 67,804	\$ 19,778		\$ 358,798	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 358,798	\$ 709,126	\$ 1,147,036	
Jo. Co. Sheriff*	198	464	662	\$ 265,320	\$ 53,064	\$ 41,044		\$ 306,364	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 306,364	\$ 682,796	\$ 1,153,336	
Jo. Co. DA	4	59	63	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	1092	733	1825		\$ 1,232,800	\$ 291,584	\$ 109,244	\$ 1,342,044	\$ 400,828	\$ 400,828	\$ 400,828	\$ 400,828	\$ 400,828	\$ 400,828	\$ 400,828	\$ 400,828	\$ 400,828	\$ 400,828	\$ 1,342,044	\$ 2,945,356	\$ 4,949,496	
*Civilian # includes sworn staff who are assigned to full-time Detention Assignments																						
** Amounts will be lower since agencies will not be going live 1/1/17, amounts will be adjusted as agencies go live.																						
Tier-1 (1-50 users) No Initial licensing costs; Pay 20% annual maintenance costs based on # of sworn; Pay \$62 per user annual hosting admin fee																						
Tier-2 (51+ users) Pay 100% Licensing costs; Pay 20% Annual maintenance costs based on # of sworn; Pay \$62 per user annual hosting admin fee																						
Tier-3 No cost																						
NOTES:																						
Annual Maintenance is based on total number of agency sworn licenses																						
Annual Hosting Fee is based on total number of agency users																						
8/4/2016																						

ORION SERVICE LEVEL AGREEMENTS

(As of May 2016)

APPENDIX C

Severity Level	Category	Service Level Definitions	NICHE APPLICATION SUPPORT		JCRION HOSTING & INFRASTRUCTURE	
			NICHE Initial Response	NICHE Initial Resolution	HOST Initial Response	HOST Initial Resolution
SEV 1	HIGH	APPLICATION: The system is not operational or one or more core business functions are not operational. HOSTING: Connectivity to the Data Center or Servers is unavailable for all users.	30 mins	6 hours unless otherwise agreed by the customer if diagnostic logs can be processed at the Niche office in Winnipeg, 12 hours if diagnostic logs can be processed remotely at the customer site, best effort if there is no access to diagnostic logs.	30 mins	4 hours unless otherwise agreed by the customer or determined to not be a HOST Infrastructure technology issue (i.e. Agency Connectivity to HOST data center down)
SEV 2	MEDIUM	APPLICATION: The system is operational but in degraded mode. This includes serious, persistent, system-wide performance problems, intermittent operation, or serious malfunction in core business functions. HOSTING: Degraded performance, data center is online and operational. This include systemwide performance issues and intermittent operational issues.	30 mins	1 day unless otherwise agreed by the customer if diagnostic logs can be processed at the Niche office in Winnipeg, 2 days if diagnostic logs can be processed remotely at the customer site, best effort if there is no access to diagnostic logs.	30 mins	2 business days unless otherwise agreed by customer or determined to not be a HOST Infrastructure technology issue
SEV 3	LOW	APPLICATION: The system is operational and users can use the system. This includes intermittent performance problems, intermittent malfunctions of some system functions, problems with a limited number of client installations, etc. HOSTING: Data Center is operational for a majority of the users and functionality. (i.e. non-critical reports not completing)	Next Business Day	Best effort practical	Next Business Day	Best effort practical
SEV 4	NUISANCE	APPLICATION: No significant operational impact. This includes malfunctions in low importance, infrequently used system functions, layout or spelling problems, etc. HOSTING: Data Center is operational. Project work such as scheduling connectivity, request for data, and/or request for agency specific environments.	Next Business Day	Future Release	Next Business Day	Future Release

Appendix D - Niche Developed/Approved Interfaces

Customer	Interface	Interface Description	Interface Developed By
Alaska			
Alaska	APSIN Person Interface	A windows service that queries for person records in a shared SQL Server database, then translates those person records to RMS person entites and inserts them into the RMS using the Niche NewFill API	Ryan Nixon / Oran Dennison
Alaska	APSIN Case Interface	A windows service that directly interacts with the APSIN mainframe Broker service. Agency CAD programs send their information to the mainframe and are redirected by the broker to generate RMS incidents	Rick Judd
Alaska	RMS Vehicle Plugin (In development)	A C#-based RMS plugin that enables searching and import of APSIN vehicle records into the RMS database	Ryan Nixon
Alaska	RMS Person Plugin (In development)	A C#-based RMS plugin that enables searching and import of APSIN person records into the RMS database	Ryan Nixon
Arizona			
Arizona	SAMS Interface	Personnel interface used to bring employees into the RMS system.	Niche
Cheshire			
Cheshire	CAD	Interface to NSPIS CAD	Niche
Cheshire	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche
Cheshire	Gazetteer	Cheshire uses the Niche internal gazetteer (NAV) with the AddressPoint data set	Niche
Cheshire	Libra	National interface from the Courts (charges/results)	Niche
Cheshire	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
Cheshire	PNC 2-way	Interface with Police National Computer to search for people	Niche
Cheshire	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
Cleveland			
Cleveland	CAD	Interface to Storm CAD	Niche
Cleveland	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche
Cleveland	Gazetteer	Interface to Compass Blue8 gazetteer	Niche
Cleveland	Libra	National interface from the Courts (charges/results)	Niche

Cleveland	Livescan	Interface to Livescan units	Niche
Cleveland	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
Cleveland	PNC 2-way	Interface with Police National Computer to search for people	Niche
Cleveland	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
DOI			
DOI	CAD	Interface to CIS CAD	DOI
DOI	CAD	Interface to Logisys CAD	DOI
DOI	CAD	Interface to Motorola CAD	DOI
DOI	CAD	Interface to Crimestar CAD (under construction)	DOI
DOI	CAD	Interface to Sundance CAD (under construction)	DOI
Dorset			
Dorset	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche
Dorset	Gazetteer	Interface to Compass Blue8 gazetteer	Niche
Dorset	Libra	National interface from the Courts (dispositions)	Niche
Dorset	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
Dorset	PNC 2-way	Interface with Police National Computer to search for people	Niche
Dorset	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
Edmonton			
Edmonton	Admin Utility for Niche	Built for our administrators to remove lineup links, inactivate employees by deactivation date, move tasks and flags to other units/member	EPS
Edmonton	Air One Interface	Airone is a web application that queries EPROS to get information on occurrences that they are working on and include information in flight stat reports.	EPS
Edmonton	ARG - Automatic Report Generator	ARG is a client desktop application used for Information Auditing by the Data Quality Unit which generates reports in Niche EPROS system. It creates a task linking the generated report to each occurrence for a specified entity and also links that task directly to the entity.	EPS

Edmonton	Beacon	This web application is used to display information on large screens which are refreshed every 5 minutes. The information displayed are such things as lodged and non-lodged arrests, whiteboards (similar to Niche), tasks initiated by our approval center, reworked tasks returned to the approval center, Judge's Orders, Warrant Requests, PTA's and Appearance Notices that require court report management involvement.	EPS
Edmonton	BI Interface	BI Interface is used by the custom .NET utility Control Tactics Extractor (CTE) to extract Control Tactics reports	EPS
Edmonton	CAD	Interface to poll CAD incoming folder to import CAD files generated into the RMS	Niche
Edmonton	CopLogic	Interface to CopLogic for Community On-Line Reporting - writes to RMS	EPS/Coplogic
Edmonton	CPIC	Interface for CPIC maintenace and query	Niche
Edmonton	Document Inventory Interface	Document Inventory is Web Application that is used to track Occurrence documents that are being sent to Central Registries for scanning. It has read-only access to EPROS to receive Occurrence Details information.	EPS
Edmonton	Document Services	Queries the RMS for correct person and address for serving warrants etc	EPS
Edmonton	eCollision Interface	Links the ecollision report to the required occurrence in the RMS	EPS
Edmonton	Emug	Creates Fingerprints and Ident Reports	EPS
Edmonton	Eplus	Photo Lineup creation	EPS
Edmonton	Gateway Mobile	Mobile Application for members	EPS
Edmonton	HR Interface	Updates records system on all employee information, units etc - Keeps in sync with HR - and creates reports for admin work required.	EPS
Edmonton	i2 Interface	i2 Interface is used by the custom .NET utility BLOB Extractor to extract report narratives and person mugshots	EPS

Edmonton	IAPRO Interface	IAPRO Interface (IAPRODataExporter) - is a console application (scheduled task on app server) that queries Tickets, Arrests, Street Check Reports, and Use of Force data (including involved citizen information: identity data, addresses, phone numbers) from the Edmonton Police Niche RMS via the API provided by Niche. The resultant data from the queries is then inserted into SQL staging tables from which the IAPro application will source data. IAPro is an application to support Internal Investigations.	EPS
Edmonton	Informer Interface	Interface for CAD to report LOI(Location of Interest) to members on dispatch address - for active person flags "wanted for questioning" and "warrants" - on persons residing at the address in question.	Intergraph
Edmonton	iReporter	1. Allows users to search on Occurrences, Tasks, Tickets, Arrests and Street Checks for statistical purposes originally but not exclusively. 2. Allows users to search for tasks that require approval/review. 3. Allows Court Report Management to search for new and outstanding items that require disclosure or action on their behalf. 4. Allows users to view an Occurrence or Street Check in a graphical tree form. 5. Allows Court report management to create court disclosure packages. 6. Generates statistics on task lifecycles.	EPS
Edmonton	JOIN Interface	Ticket information transfer to court (JOIN) - Data Extraction	EPS
Edmonton	Person Merge Tool	Our own version of a Person merge - no limits on the merge	EPS
Edmonton	Photo Radar Interface	Creates violation tickets in the RMS	EPS
Edmonton	PICS Interface	Application with all required security checks on one app.	EPS
Edmonton	PIP Interface	Police Information Portal - query only set up - RCMP	Niche
Edmonton	Property Move	For Property and Drug Exhibit Units to move exhibits from one location to another, using the xml generated by Niche's inventory application	EPS

Edmonton	LiveScan	Interface to LiveScan to extract Ident information to send to RCMP	Niche
Gwent			
Gwent	Not live as of 02May2013		
Halton			
Halton	CAD	Imports generated CAD calls to RMS	Niche
Halton	CPIC	Query CPIC ; CPIC maintainace	Niche
Halton	Live Scan	Exports Ident info to Cogent Live Scan fingerprint form and submitting to RCMP	Niche
Halton	Coplogic	Imports coplogic events via CAD interface	Niche
Halton	FIP	Weekly executed batch jobs then sent to RCMP	Niche
Halton	MCM	Major Case Management - Testing	Niche
Hamilton			
Hamilton	CAD	Live with Intergraph CAD since the early 90's. The CAD to Niche RMS interface was implemented on go live of Niche Dec 1, 2005. If the dispatch type meets criteria, after a call is created in CAD, data extracted to a share every 2 minutes until the call is closed. This data is picked up by the Niche interface which updates the RMS occurrence. When the call is closed in CAD, the final View Last CAD data is populated in Niche.	Intergraph did their side and Niche did their's.
Hamilton	Niche to FIP	LIVE - data batched weekly and forwarded to RCMP/CPIC for processing	Niche
Hamilton	Web Services	LIVE	Niche
Hamilton	Niche to PIP	TEST	Niche
Hamilton	LiveScan	TEST	Niche
Hampshire			
Hampshire	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche
	Gazetteer	Interface to Compass Blue8 gazetteer	Niche
Hampshire	Libra	National interface from the Courts (dispositions)	Niche
Hampshire	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
Hampshire	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
Leicestershire			
Leicestershire	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche
Leicestershire	Gazetteer	Cheshire uses the Niche internal gazetteer (NAV) with NLPG as the source	Niche

Leicestershire	Libra	National interface from the Courts (dispositions)	Niche
Leicestershire	Livescan	Interface to Livescan units	Niche
Leicestershire	PentiP	Interface from national ticket system to Niche to create occurrences and case files	Niche
Leicestershire	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
Leicestershire	PNC 2-way	Interface with Police National Computer to search for people	Niche
Leicestershire	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
Lincolnshire			
Lincolnshire	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche
	Gazetteer	Interface to Compass Blue8 gazetteer	Niche
Lincolnshire	Libra	National interface from the Courts (dispositions)	Niche
Lincolnshire	Livescan	Interface to Livescan units	Niche
	NMIS	Interface to the National Management Information System (Home Office crime Hub)	Niche
Lincolnshire	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
Lincolnshire	PNC 2-way	Interface with Police National Computer to search for people	Niche
Lincolnshire	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
Merseyside			
Merseyside	CAD	Interface to Storm CAD	Niche
Merseyside	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche
	Gazetteer	Interface to Compass Blue8 gazetteer	Niche
Merseyside	Libra	National interface from the Courts (dispositions)	Niche
Merseyside	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
Merseyside	PNC 2-way	Interface with Police National Computer to search for people	Niche
Merseyside	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
Merseyside	TWIF	Two Way Interface to the Crown Prosecution Service (enhancement to 1 way interface)	Niche
Missouri State Highway Patrol			
Missouri State HP	FATPOT Mobile to RMS	All officer data to the RMS	Niche

Missouri State HP	CAD	Interface to Xwave CAD	Niche
Missouri State HP	TMS (Traffic Mgmt System) to RMS	Flag with Incident # to denote if Crash is in Draft or Final status for Dissemination (This interface is in the development stage)	MSHP
North Wales			
North Wales	CAD	Interface to Intergraph CAD	Niche
North Wales	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche
North Wales	Gazetteer	Interface to Compass Blue8 gazetteer	Niche
North Wales	Libra	National interface from the Courts (dispositions)	Niche
North Wales	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
North Wales	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
North Yorkshire			
North Yorkshire	CAD	Interface to Storm CAD	Niche
North Yorkshire	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche
North Yorkshire	Gazetteer	Interface to Compass Blue8 gazetteer	Niche
North Yorkshire	Libra	National interface from the Courts (dispositions)	Niche
North Yorkshire	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
North Yorkshire	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
Oregon State Police			
Oregon State Police	CAD to RMS	Import CAD events and incidents into Niche RMS.	Intergraph (CAD), Online Business Systems (Enterprise Services Bus), Niche (RMS)
Oregon State Police	APS (eCitation and eCrash)	Import electronic citations and crashes issued using Report Beam software into Niche RMS.	Advanced Public Safety (Report Beam) Online Business Systems (ESB), Niche (RMS)
Oregon State Police	RMS Publish	Export crime statistics to ONIBRS/NIBRS and incident data to N-Dex.	Niche (RMS), Online Business Systems (ESB)
Police Service of Northern Ireland			

Police Service of Northern Ireland	CAD	Interface to Storm CAD	Niche
Police Service of Northern Ireland	Causeway	The Causeway interface is the Northern Ireland equivalent of CJIT/Libra.	PSNI
PRIDE			
PRIDE	CAD	Interface to Intergraph CAD	Niche
PRIDE	CPIC (Maintenance)		Niche
PRIDE	CPIC (Query)		Niche
PRIDE	Motor Vehicle Collision Reports	Internal application that we have interfaced	WRPS
PRIDE	UCR Stats Reporting or UCR reporting via CRPQ		Niche
PRIDE	AFIS		Niche
PRIDE	CopLogic		Niche
PRIDE	FIP		Niche
PRIDE	Livescan		Niche
PRIDE	PIP Interface (QUERY)		Niche
PRIDE	PIP Interface (PUBLISHING)		Niche
PRIDE	Web Services		Niche
Queensland			
Queensland	ACID interface	ACID (Australian Criminal Intelligence Database), The ACID Service periodically scans the Niche database for submissions that has been flagged for ACID. Submissions are validated to ensure they can be uploaded. For Intelligence Submissions which pass validation, an "Intelligence Report" is generated in XML format and written to the interface file. When all Intelligence Submissions have been extracted, the interface file is copied to the ACC server using FTP	Queensland Police Service & ACID
Queensland	BulkPropertyLoaderService	Provides specific operations for consumption by the Bulk Property client system (Niche plug in). Examples of such operations include searching for property and occurrence details, and addition of property items to the Niche data store.	Queensland Police Service

Queensland	CADIncidentService	The CAD Incident Service is responsible for providing Incident summary information to external parties. The interface provides both a realtime and batch facility that can be called from external parties that required CAD Incident Summary information for their application processing purposes	Queensland Police Service
Queensland	CAD Service	CADService contains a variety of web services that are used by CAD for customised lookups in Niche for person of interests, location of interests, vehicle/vessels of interest, person details and phone number details. Also allows the CAD system to create Niche occurrences based on CAD events. V2 has been set up to remove dependencies between CAD's Intelliview and Niche. Once CAD's Intelliview is updated v1 can be deprecated.	Queensland Police Service
Queensland	Confirm CRIS Service	The Confirm CRIS Interface Group is a set of interfaces that allow CITEC to acquire information concerning property crimes to provide to paying customers via the Confirm CRIS system.	Queensland Police Service & Citec
Queensland	Confirm TIRS Service	Provides traffic incident retrieval operations for the PublicAccess service	Queensland Police Service & Citec
Queensland	CrimTracPOIService	The Crimtrac POI interface provides details of POI to CrimTrac NNI system. This interface provides only full batch extract jobs. The file generated from these batch jobs are in a fixed format file which are then forwarded to CrimTrac via FTP	Queensland Police Service & Crimtrac
Queensland	CrimtracVOIService	The CrimTrac Vehicles of Interest interface is a windows service that performs incremental data exports from the Niche database to CrimTrac. The data exported contain information regarding to stolen, recovered and wanted vehicles.	Queensland Police Service & Crimtrac

Queensland	DDM Receiver and Sender Services	The Data Distribution Managers are web services that send and receive messages from the IJIS Hub. The web services are implemented as .Net 3.5 WCF services. The DDM will implement the following behaviours; • Unwrap/wrap the IJIS message. • Check the authorization of the message. • Validate the schema of the received/sent message. • Audit the message receipt • Place the message in the IJIS Message Datastore. At the successful conclusion of these actions an acknowledgment will be sent/received to/from the IJIS Hub reporting that the message has been persisted.	Queensland Police Service & Justice Dept
Queensland	Derie Service	The Derie project is implementing a new Interview Recording system in police stations throughout Queensland. The interview recording system records the interview on a DVD as an audio file. It also creates a Metadata file containing reference data related to the interview eg. Occurrence number, Interviewee and Disc Barcodes. The Derie interface has been requested to assist with data entry of these Derie Discs into Niche. The Interface shall read the Metadata on each Derie Disc and use this information to fill out a Niche Interview report, add a property item, create Niche Id's and tag the property item	Queensland Police Service
Queensland	DrugKits Services	The interface supports the transfer and processing of all property items going to QHSS Labs (with the exception of DNA samples). These items include Forensic Samples, Drug Driving Kits and Clandestine Lab samples going to and from Queensland Health Scientific Services (QHSS)	Queensland Police Service & Queensland Health Scientific Services
Queensland	ETCR Services	Electronic Transfer of Court Results, both non final and final results for processing into Niche	Queensland Police Service & Justice Dept

Queensland	Forensics Property Service	The task of the Niche Forensics Property Interface is to import this data from the Forensics Register and take ownership of the data. This will be achieved by implementing a web service that imports data into the NDS data store, which can then be called by the Forensics Register upon the creation of new property records. When data is imported into the NDS data store, the property records will be created in reference to a given occurrence. The Niche identifiers resulting from this action will be returned to the Forensics Register in the web services response, enabling the Forensics Register web application to provide users with a reference to the master record in Niche.	Queensland Police Service
Queensland	Forensics Service	The service creates periodic (daily) extracts of Occurrence information from Niche which have a related Forensics Case	Queensland Police Service
Queensland	GIS Service	Provide retrieve and update operations to Niche for spatial data related to Occurrences	Queensland Police Service
Queensland	II Common Service	A utility web service that retrieves reference data for Niche choice lists, F3 lists and other reference data	Queensland Police Service
Queensland	IMS CAD incident service	The CAD Incident Service is responsible for providing Incident summary information to external parties. The interface provides both a realtime and batch facility that can be called from external parties that required CAD Incident Summary information for their application processing purposes. The Service retrieves information from regional IMS CAD Servers	Queensland Police Service
Queensland	ITAS Extract Service	The interface returns Occurrences that have been created or modified for the supplied date range. The interface only returns Occurrences that relate to traffic OR Occurrences that have an Offence that is traffic related. The interface will return the Occurrence Summary Response.	Queensland Police Service
Queensland	ITAS Service	The service contains several operations that return Occurrence details from Niche.	Queensland Police Service

Queensland	Linda Service	Informatica is 3rd party application used for data cleansing. Informatica will be used to identify records (person, addresses etc) that can be merged or updated. The data scripts to merge/update the Niche records are uploaded and run by the LINDA windows service. The LINDA service will allow for the scheduling of the data scripts to be run against Niche through the AIP Console.	Queensland Police Service
Queensland	LiveScan Services	These services send and receive data from the Livescan machines	Queensland Police Service
Queensland	Member update service	Updates Niche with details of new employees or updated employees from the Aurion HR system	Queensland Police Service
Queensland	NAV service	The NAV Web service provides an API to allow parties to find and validate addresses within the Niche Records Management system based on a variety of search criteria. The API uses the NicheAddressValidation pseudo table to conduct searches. To quote the Niche NAV documentation; There is one main pseudo-entity that allows access to the Niche Address Verification tables: NicheAddressVerification. Its purpose is to accept search criteria, access the physical NAV tables and return matching addresses in a format similar to that of the entity PhysicalAddress. This allows the complex data model of the NAV tables to be searched using a simple SQL SELECT from a single entity	Queensland Police Service
Queensland	NFLRS Service	Extracts Weapons and License information for the CRIMTrac NFLRS system	Queensland Police Service & Crimtrac

Queensland	NPRS Consumption Service	The National Police Reference System (NPRS) provide operational police with enriched information about persons of interest (POIs) supplied by jurisdictional police databases (eg, LEAP in Victoria, COPS in NSW and Niche in Queensland). In essence, it gives the user the ability to perform a national check on POIs. POI Information is extracted based on the following involvement criteria: • Bail records • Warrants • Firearms Licence • Missing Persons • Escapee • Unidentified Body • Offence History • Warning Flags • Wanted Flags • Child Protection Register • Unidentified Person As well as involvement information, NPRS holds a full history of addresses, descriptions, tattoos, distinguishing features, photographs and aliases for each POI as supplied by the various jurisdictions. The NPRSConsumption Service is used by the NPRS Niche plugin to enable Niche users to search the NPRS database.	Queensland Police Service & Crimtrac
Queensland	NPRS Provision Service	This service sends all QPS POI information to NPRS for inclusion in the national database.	Queensland Police Service & Crimtrac
Queensland	NPRS Reconciliation Service	This interface provides a means to reconcile the state of records sent by the NPRS Person Provision interface and the Crimtrac NPRS system. A reconciliation request is sent to NPRS, and some time later NPRS generates an Inventory file which is transferred back to the integration server. The Inventory is compared to the state maintained by the Provision interface to detect and remediate any discrepancies.	Queensland Police Service & Crimtrac
Queensland	NPRS StatusFileUpdateUtilityService	Manages status updates from the NPRS Provision Service	Queensland Police Service & Crimtrac

Queensland	OffenderHistoryV2Service	An Offender History report displays a formatted view of the the charges and results, court session records and diversion records stored in Niche and associated with a selected person. The Offender History report is executed from a Niche Client pluggin.	Queensland Police Service
Queensland	OftRevsService	This interface generates a simple daily positional text file of stolen and recovered vehicles for use by The Office of Fair Trading. Note that this interface does not include the sub-category of boats	Queensland Police Service & Office of fair Trading
Queensland	OrgUnitEmpExtractService	Extraction of Organisation Unit and Relationships from Niche	Queensland Police Service
Queensland	Mobile Services	These are a number of web services provided that search combined Niche and other reference data. They include person search, vehicle search and location search. They also include an ability to record occurrences, intelligence and street checks	Queensland Police Service
Queensland	QCS CBO Service	This interface comprises an inbound batch interface that creates, updates and expires Community Based Order flags on persons/offenders on Niche. If a person doesn't exist on Niche, it will also add that person. The data is updated whenever a new file is sent by QCS. The flags are used to identify offenders that are subject to community based orders and to prompt the officer to inform QCS if the person is arrested.	Queensland Police Service & Qld Corrective Services
Queensland	QCS Heracles Service	Queensland Corrective Services currently send a file containing offenders due for release from custody in 3 months time. The interface component takes this incoming xml file, validates the file format and then works through all the offenders recorded within the file and attempts to match them to existing offenders in Niche. Where a match is made, the interface records the offenders' offence history against the offender; where no match is made the record is passed through without additional information. The output records are formatted and stored as an xml file which is attached to an Intel Submission. This submission is linked to a task which is allocated to the SIG group of users.	Queensland Police Service & Qld Corrective Services

Queensland	QHSS DNA Service	The interface supports the transfer and processing of DNA samples to QHSS and the results being brought back into Niche	Queensland Police Service & Queensland Health Scientific Services
Queensland	Niche Shared Service	Used by the QPS CRM and Internet web based systems. It exposes common web operations for searching for Call line identifiers, Persons, Orgs, Officers, Units, Vehicles and Locations etc. Allows creation of all occurrences, incidents and all linked data, reports, persons, addresses, vehicles, property, tasks, ids etc.	Queensland Police Service
Queensland	QT Minda POI Service	This interface relates to the information received by the Queensland Transport Mobile data Unit for importing into MINDA. It provides Person of Interest (POI) information (such as absconders, escapees, missing persons, etc) to police officers in the field from the Niche system.	Queensland Police Service & Queensland Transport
Queensland	QT Minda VOI Service	This interface relates to the information received by the Queensland Transport Mobile data Unit for importing into MINDA. Data sent are recognised vehicles of Interest from QPS. It provides Vehicle of Interest (VOI) information (such as stolen vehicles, wanted vehicles, false plates, etc) to police officers in the field from the Niche system.	Queensland Police Service & Queensland Transport
Queensland	QT Person Tricklefeed Service	This interface provides a means of prepopulating Niche with name and address data for the majority of persons in Queensland. Updates are received from Queensland Transport (Generally every two hours)	Queensland Police Service & Queensland Transport
Queensland	QT Trails VOI Service	Queensland Transport (QT) record information about vehicle/vessel registrations in the TRAILS database. To ensure that vehicles/vessels that have been stolen are not re-registered by other parties, QT requires information about the theft and recovery of vehicles and vessels. QT receives information about vehicles Crimtrac's NEVDIS system, which itself obtains information from QPS (and others) therefore this interface only transmit details of vessels to QT as these are not part of the feed from NEVDIS.	Queensland Police Service & Queensland Transport

Queensland	QT Trails Web Service	Queensland Transport (QT) Trails Web Services comprises both client components and server components that in turn fulfil the requirements of seven interface groups: • QT Vehicle Services • QT Vessel Services • QT Infringements • QT Licence Services • QT Registrations • QT Utilities • QT Common Requirements	Queensland Police Service & Queensland Transport
Queensland	Road Crash Service	This interface group comprises a single interface that provides traffic accident data to OESR, who load it into the QT RoadCrash system and manage the data thereafter. This data is used for statistical analysis of traffic incidents and reporting to various government bodies.	Queensland Police Service & Queensland Transport
Queensland	RV Queries Service	The RVQueries interface provides the ability to perform driver and vehicle searches against QPS's copy of Trails data held within the TrailsRV database. This interface is used by the RVQueries Niche Plug-In which is accessed from the EXTERNAL Niche menu. The TrailsRV database is maintained by separate integration service TrailsRV on a nightly basis.	Queensland Police Service & Queensland Transport

Queensland	SCRAM Service	Provides details of suspects and offenders to the QPS Police Information Centre. The data is used to check and monitor applicants and holders of particular accreditations such as blue cards, teachers and taxi drivers for involvements in crimes which may render a person unsuitable to hold that accreditation. For example: A blue card holder who is involved in an assault on a child. The interface is run nightly and produce an xml file containing all suspects, offenders and domestic violence respondents who have had changes or additions in the previous 24 hour period. The interface was enhanced as part of Niche Phase 2.2 to send persons with Offender History to SCRAM. This includes persons with Legacy Offender History converted from Polaris as well as persons who have offender history added in Niche as part of the ongoing business process.	Queensland Police Service
Queensland	Specimen Charges Service	The ISB Specimen Charges database is the physical store for QPS offence data. The Specimen charges interface provides an external plug-in to the Niche Records Management System to allow the user to select offence information from the Specimen Charges database. This information is used to charge a defendant with an offence. The Interface is initiated by a Niche user using the right-click plug-in functionality on the QPRME client. The Specimen Charges interface is accessible from Offence/Charge Screen. The interface uses a read only connection to the Specimen Charges Database to retrieve charge information and a read/write connection to Niche (NicheRMS) to retrieve and write charge information.	Queensland Police Service

Queensland	SPER Warrants Service	The SPER system, administered by JAG, provides for the collection and enforcement of unpaid infringement notices and court ordered fines. This interface deals with the electronic administration of those warrants. On a daily basis the SPER system creates two files which it transmits to QPS. One file for new warrants coming in to the Niche system, and the other for electronic warrants which are being recalled by the SPER system	Queensland Police Service
Queensland	SPIRS Service	This interface comprises a single interface that provides stolen property information to the QPS Property Crime Investigation Unit. The data is used for cross matching against information received from pawn brokers and second hand shops about property traded through their outlets	Queensland Police Service
Queensland	TBCS Service	Responsible for the transfer of defendant charge data to QWIC. It provides the interface to Niche and performs the data transfer, calling a web method at the IJIS Hub. This includes the sequence of events required to retrieve, validate and successfully complete and confirm the transfer of defendant bench charge data.	Queensland Police Service & Justice Dept
Queensland	Traffic Crash Licence Service	This interface is provided to allow the population of current licence details in a PersonMVC Report The interface uses the person's QT Customer id to call TMR LicenceDetails webservice L004 and returns this data into the Licence related fields.	Queensland Police Service & Queensland Transport
Queensland	Traffic Incident Service	DVDS will call this TrafficIncidentService (providing Occurrence file numbers as input) and receive a response containing relevant Occurrence information. This information will typically contain details of traffic incidents involving QPS vehicles. The response data is then used to pre-populate a number of web forms in DVDS which are then written to file downstream and sent to the QPS's third party insurer. The DVDS application is also used internally for administrative, statistical and investigation purposes	Queensland Police Service

Queensland	Trails RV Service	QPS receives a daily update of information related to Registered Vehicles from Transport and Main Roads (TMR). This information is maintained in a QPS database in order to support intelligence queries and to act as a backup for when real-time integration performed through the QT-Web Services interface is unavailable. The TrailsRV interface is responsible for maintaining the QPS copy of registered vehicle data held within database TrailsRV. On a regular basis QPS receives files of vehicle and registration information from TMR which triggers the TrailsRV service to perform an update.	Queensland Police Service & Queensland Transport
Queensland	Transport Licence Service	Retrieves licensing data from TMR-Trails source of truth given a licence identifier	Queensland Police Service & Queensland Transport
Queensland	VBCS Service	The Validate Bench Charge Sheet(VBCS) is a module that exists for the purpose of validating Niche data prior to its transfer to Justice via the Transfer Bench Charge Sheet (TBCS) Interface. The VBCS executes business validation rules associated with the data contained within the TBCS Interface. If any rules are violated a Validation Result Screen is displayed to the user indicating which Niche data item(s) need to be corrected before the transfer to Justice can occur.	Queensland Police Service
Queensland	Weapons Bulk Matching Service	This is a web service that provides a searching function for the Bulk Weapons Matching Client (a small MS Windows application installed on the desktop machines in the Weapons Licencing Branch). The Bulk Match Weapons client extracts match criteria from the Excel document, invokes the Bulk Match Weapons web service to retrieve any possible weapon matches (matching on the Weapons Number, Tag Number, and Serial + Make) against NicheRMS, then the client updates the Excel document with the match results.	Queensland Police Service

Queensland	Weapons Expired Services	Produces daily list of Weapons Licences held by Individuals or Businesses pending expiry for loading into CRM.	Queensland Police Service
Queensland	Weapons RIA Service	The RIA service randomly selects a percentage of eligible Weapons Licence Holders for a weapons storage inspections audit every month. the service creates RIA tasks which are assigned to the nominated Police station for the suburb the storage location is in. As a fallback the task is assigned the Weapons licensing Branch (WLB). A file is also written, containing the tasks created by the run and a list of Licence Holders that did not have a task created (because they have over 30 weapons, and therefore need to comply with different storage rules).	Queensland Police Service
South Wales			
South Wales	CAD	Interface to NSPIS CAD	Niche
South Wales	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche
South Wales	Gazetteer	Interface to Compass Blue8 gazetteer and QAS (moving to Alligned Assets Gazetteer)	Niche
South Wales	Libra	National interface from the Courts (dispositions)	Niche
South Wales	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
South Wales	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
Springfield			
Springfield	Open Query PC Items	Open Query is a CAD program that allows a fast inquiry of multiple programs through Motorola P1 CAD; MULES, Greene County Courts, Springfield Municipal Court, NCIC. Since PC items are created and maintained in Niche, this interface feeds a list of in-house PC items (probable cause warrants) to Open Query every 4 hours. This is currently in use.	City of Springfield; Rich Kennehan and Chuck Collins

Springfield	Municipal Court	The Springfield Municipal Court issues hundreds of warrants per week. The data entry was very taxing so an interface was developed that will feed the warrants and set flags in Niche. The Court places a set of XML data on a server and the interface will then search for the case number and person charged in the database. A warrant will be entered, filling in charge and bond information and creating a warrant flag. This is currently in use and needs more development.	City of Springfield; Rich Kennehan and Phil Krebs
Springfield	Greene County Booking	The Greene County Booking interface pulls in booking photos and arrest descriptions to an incident in Niche. The officer will create an incident and arrest report, linking the SPD incident number to the booking event at the Greene County Jail. Every morning at 0400, the jail side of the interfaces creates an XML of the previous day's booking photos and places them on a server. The SPD side of the interface then matches the case number and the person's name, populating an Ident description with a photo on the arrest report. If the arrest report is not completed, the booking information stays in a queue and will be uploaded during the next scheduled interface sequence. The interface is in use and needs more development to populate the Republic PD booking photos.	City of Springfield, Rich Kennehan and Greene County Information Systems Dave Cavener
Springfield	CAD	The interface to the Motorola CAD populates incident information to Niche and creates the initial workflows to the officer and detective units. The interface runs on a 5 minute cycle, creates the incident for the report writer. It populates the case number, reported time, call code from CAD, incident location and a CAD XML that has the original call taker's notes from the 911 call or initial call to the 911 center. Based on call code, a workflow is sent to a detective unit for case assignment or review of the report.	Niche Mike Keath, City of Springfield Jonathan Allen, Rich Kennehan

Springfield	Command Central	Command Central is a new product for SPD. It provides a hot spot map and incident analysis to officers and command staff. The interface populates incident information, incident type and report numbers. This is private interface which is considered the private side of CrimeReports.com.	City of Springfield, Rich Kennehan and Command Central Representatives
Springfield	CrimeReports.com	CrimeReports.com is a website that displays incident information to the public through our department's website at this link: https://www.crimereports.com/map?CRSearch=springfield%20mo The citizen can filter information based on crime type or area and view current incidents with basic incident information. The interface is currently in use.	City of Springfield Nichole Plowman
Springfield	Carfax	Carfax is a accident report distributor the department has contracted with to supply copies of accident reports to the public for a fee. The interface extracts XML information regarding accident reports once a day. The interface is in use.	City of Springfield Rich Kennehan and a representative of Carfax
Springfield	False Alarm Access DB	Prior to Niche, our alarm billing was entered and maintained in an access database. Officers would write the alarm report in the database and an administrator would reconcile the reports and create bills for alarms. The access database is no longer supported so the entry was moved to Niche. Niche does not have billing capabilities so the database was kept active. The alarm interface sweeps Niche once a week and looks for alarm reports with a closed FYI task. When a report is found, the interface populates the database with current alarm reports. The administrator can then prepare billing twice a month. This interface requires much maintenance and is going to be disabled within the next few months.	City of Springfield Rich Kennehan
Springfield	PMAM Alarms Billing	PMAM is a third party vendor that does alarm billing. The interface is being developed and will probably access the Niche database to pull alarm event report information.	City of Springfield Rich Kennehan, Kevin Johnson and a PMAM representative.

Springfield	MODEX/Coplink	This interface is not currently in use. A bridge was created to send data to the Missouri Data Exchange. The interface is for sharing incident and report information to agencies in the State of Missouri through Coplink software.	Cody Systems RMS, City of Springfield Jeanie Priebe
Springfield	i2 Interface	This is currently not a working interface. I2 is analysis software to be used by our Crime Analysis Unit. We have had the product for two years and still do not have a working product. Data fields have been mapped to create a Niche-to-i2 exchange.	i2, City of Springfield Kevin Johnson
Sussex			
Sussex	Gazetteer	Interface to Compass Blue8 gazetteer (moving to Aligned Assets Gazetteer)	Niche
Thames Valley			
Thames Valley	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche
Thames Valley	Gazetteer	Interface to Compass Blue8 gazetteer and QAS	Niche
Thames Valley	Libra	National interface from the Courts (dispositions)	Niche
Thames Valley	Livescan	Interface to Livescan units	Niche
Thames Valley	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
Thames Valley	PNC 2-way	Interface with Police National Computer to search for people	Niche
Thames Valley	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
West Yorkshire			
West Yorkshire	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche
West Yorkshire	Gazetteer	Interface to Compass Blue8 gazetteer	Niche
West Yorkshire	Libra	National interface from the Courts (dispositions)	Niche
West Yorkshire	Livescan	Interface to Livescan units	Niche
West Yorkshire	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
West Yorkshire	PNC 2-way	Interface with Police National Computer to search for people	Niche
West Yorkshire	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
Wiltshire			
Wiltshire	CJIT	National interface to the Crown Prosecution Service (Case files)	Niche

Wiltshire	Gazetteer	Interface to Compass Blue8 gazetteer	Niche
Wiltshire	Libra	National interface from the Courts (dispositions)	Niche
Wiltshire	PNC (Phoenix)	Interface with Police National Computer to create arrest record from Niche custody	Niche
Wiltshire	PNC 2-way	Interface with Police National Computer to search for people	Niche
Wiltshire	PND	Interface to extract data from Niche and send it to the Police National Database	Niche
Winnipeg			
Winnipeg	CAD	Interface to Intergraph CAD	Niche
Winnipeg	CPIC	Communicates between CPIC and Niche RMS	Niche
Winnipeg	XML Query Interface	Extracts Case File information for transfer to the Provincial Courts' computer system	Niche
Winnipeg	RCMP Live Scan Interface	Sends Fingerprint Information to our AFIS system	Niche
Winnipeg	SAMS Interface	Accepts data from our HR system and updates information on employees such as Rank and Org Unit	Niche
Winnipeg	PON Interface	Extracts and formats Provincial Offence Notice data for electronic transmission to the courts	Niche
Winnipeg	Bulk Document Loader	Assists in importing and linking scanned documents into Occurrences	Niche
Winnipeg	PIP Interface (QUERY)	Provides access to PIP information through the Niche RMS Client	Niche
Winnipeg	Address Verification Data import	Updates Niche Address Verification Data from our Intergraph CAD system	Niche
Winnipeg	Manitoba Driver's License and Registered Owner Query Interface	Queries the provincial Registered Owner's and Driver's License database	Niche
Winnipeg	CAD Query Interface	Allows access to RMS data from the Intergraph CAD system	Niche

Item Number: Mayor's Report- IV.-A.
Committee 3/20/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/17/2017
Submitted By: Keith Moody
Committee/Department:
Title: **Fair Housing Month - CDBG Proclamation (Erin Thompson and Michael Poppa)**
Item Type: Other

Recommendation:

Staff recommends approval of the proclamation.

Details:

Approval of the proclamation satisfies a CDBG application requirement.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Fair Housing Proclamation	Cover Memo



Proclamation

Fair Housing Month

WHEREAS, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

WHEREAS, the City of Roeland Park is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

WHEREAS, the Fair Housing groups and the U.S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved, upon investigation, to be in violation of the fair housing laws; and

WHEREAS, equal housing opportunity is a condition of life in our City that can and should be achieved;

Therefore, be it resolved that Mayor Joel Marquardt, on behalf of its citizens of Roeland Park, proclaims the month of April

Fair Housing Month

And expresses the hope that this year's observance will promote fair housing practices throughout the City

JOEL MARQUARDT
Mayor

Seal here

Item Number: Workshop Reports- V.-A.
Committee 3/20/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/20/2017
Submitted By: Jennifer Jones-Lacy
Committee/Department:
Title: **Workshop and Committee Summary**
Item Type:

Recommendation:

For informational purposes

Details:

Council Workshop March 6, 2017

I. DISCUSSION ITEMS:

1. **Branding** – Clay Johnston with Bendictine College made a presentation on the content marketing and PR strategy. Mayor Marquardt recommended accepting/adopting the report and continuing to discuss the graphics. The Governing Body moved it to New Business on the next Council meeting.

2. **Party in R Park** – Council agreed to allow the Party in ARR Park and the Block Party to be combined efforts. The item was put on consent agenda for the Council meeting.

3. **Niche Police Reporting System Agreement** – Chief Morris discussed the agreement with Johnson County Regional Interagency Operating Network for a Report Management System (RMS). The item was moved the consent agenda for tonight's council meeting.

4. **Weed Control Along the Curb Line** – Councilmember Kelly brought the item to the Sustainability Committee. The Committee doesn't like the idea of using a toxic chemical to spray weeds. Councilmembers Kelly and McNeil shared that concern. The Governing Body decided to provide more education on the matter along with greater enforcement of substantial issues. Mr. Moody said he would drive around with code

enforcement to ensure a basic understanding of what “substantial” means. They decided not to move on spraying.

5. Year-End Financials – Ms. Jones-Lacy provided a summary of the City’s year-end financial position including unaudited ending fund balances. The General Fund ending balance increased by approximately \$500,000 in 2016. Overall operating ending cash increased by \$447,228.

6. Trash/Recycling Bin Shielding – Council requested that the requirement for shielding on all four sides when the bin is placed in the front be removed and just make the language so that the bins cannot be visible from the street. The Governing Body agreed to put the item under new business with that addition at the Council meeting.

7. Establishing a hotel/motel tax – The Governing Body agreed to put the hotel/motel tax ordinance establishing the rate at 8% on the Council Agenda.

8. Ordinance 941 – Sign Ordinance – Is on the agenda for discussion at tonight’s council meeting.

9. Changes to Type 1 Special Event Amendment – Is on the agenda for discussion at tonight’s council meeting.

10. Governing Body Workshop meeting location and process – The Governing Body suggested staying put in the Council Chambers until staff can secure proper recording devices and microphones for the minutes. They also recommend moving all unaddressed workshop items on the agenda prior to a council meeting to the end of the Council Meeting agenda under “workshop items”.

Ad Hoc Development Committee

Please see attached for minutes from previous meetings.

Ad Hoc Aquatics Meeting

Please see attached for minutes from previous meeting.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Ad Hoc Economic Development Committee 2-15	Cover Memo
📎 Ad Hoc Economic Development Committee 3-8	Cover Memo
📎 Aquatics Center Ad Hoc Committee	Cover Memo

Minutes-DRAFT
Economic Development Ad-Hoc Committee
CITY of ROELAND PARK
Wednesday, February 15, 2017; 8:00am
Roeland Park City Hall

Committee Members

Mayor Joel Marquardt
Michael Rhoades
Michael Poppa

Guests

Keith Moody
Jennifer Jones-Lacy
Jason Glasrud, CBC
Adrienne Foster

- I. NE corner of Johnson and Roe presentation
 - a. Presentation/CBC Site Analysis (attached)
 - i. Jason reviewed page 7 of attached site analysis, specifically addition of Medical Office Market Summary to opportunities
 - b. Sewer alignment proposal from Commerce
 - i. Received by City yesterday, forwarded to CBC & SKW
 - ii. Most recent Commerce proposal shows utility alignment that limits building placement on site
 - iii. City to go back to Commerce with plan that gives more flexibility to site development
 - c. Marketing agreement with CBC (attached)
 - i. Jason reviewed pages 8 & 9 of attached site analysis, specifically mixed-use architectural opportunities
 - ii. Page 15 of attached site analysis is preferred site plan (15,000 sq ft, 2-story) that will be marketed to developers
 - iii. Reviewed execution of marketing plan process (page 15 of attached site analysis). If necessary, open up to RFP process.
 - iv. Committee discussed pros vs cons of CBC proposed marketing plan & open RFP process
 - v. Committee moved site analysis and CBC marketing agreement to Governing Body Workshop on 2/20/17.
- II. Old Pool/Caves site (NE 48th & Roe)
 - a. Public Works site options
 - i. City considering potential leases as well as adequate buildings or land for sale
 - ii. Estimated \$70/square foot to build a steel building (8,000 to 10,000 square foot)
 - b. Budget to finish old cave project (Funding Analysis & Cost Estimate attached)
 - i. Reviewed updated cost estimates to finish project

DRAFT MINUTES
Economic Development Ad-Hoc Committee
CITY of ROELAND PARK
Wednesday, March 8, 2017; 8:00am
Roeland Park City Hall

Committee Members

Mayor Joel Marquardt
Michael Rhoades
Michael Poppa
Erin Thompson

Guests

Keith Moody
Jennifer Jones-Lacy
Jason Glasrud, CBC
Bill Crandall, CBC
Jeff Nuss, Zip KC
Dan Scott, Zip KC
John Jacobson
Jose Leon

- I. Approval of minutes (attached) -- Approved
 - a. 2/1/17
 - b. 2/15/17

- II. Zip KC to present results of their feasibility study -- 30 min.
 - a. Completed feasibility study -- goal is to be up and running by Spring 2018
 - b. Reviewed presentation -- see attached slide show
 - i. Discussion about permanent building and size/cost
 - ii. Discussion of overlap of groups
 - c. Will plan to present at council March 20, 2017
 - d. Rezoning will be discussed at April 18, 2017 planning commission meeting
 - e. Committee discussed that the design of building and other expectations will be set out in the preliminary development plan which would have to be approved by the city
 - f. Property taxes from building would be the same if apparatus is treated as improvement to land as if it were a \$1.3 million building

- III. Discussion of preliminary plat and preliminary development plan at Caves/Old Pool Site -- 15 min.
 - a. Caves lot exhibit (attached)
 - i. Blue lines represent where we are on plat property lines see attached exhibit
 - ii. information presented that these lines are where we're headed
 - b. Suggest names (attached)
 - i. The Rocks was agreed upon

- IV.** Final discussion on Zip KC lease language – 15 min.
- a. Maintenance of the ground -- Keith and Jason will clarify
 - b. Taxes and how land will be assessed. Keith will follow up and make sure apparatus will be treated as improvement to land and not machinery
 - c. Preliminary conditions: subject to development agreement being approved, platting, zoning,



MINUTES

January 30, 2017

7 p.m.

Aquatics Center Ad Hoc Committee

Main goal of group:

- Gather facts and input from interested parties
- Explore County and City working relationship
- to seed an amendment to the current contract to extend the contract to May 2019.

Committee's directive:

- Establish Ad Hoc Roeland Park Aquatic Center (RPAC) group
- Present findings to City Council

Timeline:

- Feb. through June - committee should complete data gathering and analysis
- June - present findings to Council

Question: why are no recommendations to be made to council?

Answer - Keith - It's a matter of logistics, council wants to hear the facts and council requested no recommendations.

Summer loss - \$114,395

Winter loss - \$221,458

Total loss for 2016 - \$335,853 ** Users and uses were down this year due to painting the pool and repairs causing closures

Question - Are there any comparable pools in Johnson County?

Answers -

- RPAC is a stand alone pool
- All other similar pools require a community center membership
- Consensus - There are no other comparable pools

Repairs and responsibilities related to the dome:

- The county is responsible for the dome, however, the Blazers contributed \$45,000 toward the dome repair and \$20,000 toward the pool water heater repair.
- The Blazers feel RPAC is "the best indoor tank in JoCo with the most versatility".
- Question - Would the city have to buy the dome from JCPRD at the end of the partnership/contract?
- Answer - it is Keith's understanding that everything would revert back to RP. The city didn't originally intend to offer year round swimming. JCPRD offered to buy and maintain the dome. The last repair for the fan and heater for the dome cost \$140,000. JCPRD has sole discretion on whether the pool operates year round or not.
- Other comments regarding year round operation:
 1. "Keeping year round operation is important to the groups that use it."
 2. "The big advantage is the pool is year round."
 3. "User groups strongly recommend keeping the pool open year round."
 4. Keith asked "What are groups willing to pay to keep the pool open year round? Johnson County is not interested in financially helping after the contract expires."
 5. Question: What about a permanently covered pool? There are many different types of structures.
 6. Bishop Meige - Our program would probably end without the RP winter pool. The girls team is steadily growing. The school would help in any way they could.

Questions regarding revenue:

- Could swim classes be added for additional revenue?
- Is the pool at programming capacity? **comment: Marjorie states one problem is all the groups want to use the pool at the same time. The pool is not busy during the day. It's a challenge to accommodate swim lessons during weekdays. It may have been a problem because of repairs and we may try it (swim lessons during weekdays) again. Also, there are no pool lights. The pool is more busy in the spring for training and classes.**
- Could more workout times be added?
- How many new pools are being added in JoCo? Do our pool facilities need to be updated?
- What is the return on the "lazy river", the spray feature and the other features of the pool?
- Shawnee's budget is \$1.1 million for a 3 month season. They will be raising prices to keep up with other area pools. The average subsidies are 30-40%. A question was asked how Shawnee stays competitive. The answer was they add new amenities each year to keep the users. Shawnee charges the same fee as RP but they have more to offer. Pool fees and salaries are set in a county meeting. It's hard for smaller pools with less to offer to keep up.
- There are so many more opportunities available to compete for recreational time. Lenexa is considering closing a pool.

Question: Is JCPRD dropping RP in favor of the new pool complex in the Lenexa school district?

Answer:

- Marjorie stated JCPRD is not in a cost sharing situation. JCPRD is being paid to operate the pool.
- Keith stated if JCPRD continues to operate the RP pool, it will no longer share in losses or maintenance .

Questions/Statements regarding City goals

- is there an understanding of the demographics of the city? **comment: we all need to brainstorm and see how we can work together. Community for all ages may help with the demographics. We need to be able to share data and demographics.**
- the new pool complex is "palatial" and RP can't compete with that one.
- Operating costs can be scary, but can be streamlined
- "We can always close it (the pool), but what can we do to keep it open?"
- The user groups are not thinking of turning and running. They want to increase pool usage.

Statement: RPAC is not well known

Comments:

- Bishop Meige believes marketing is a key.
- use Next Door to spread the word about the pool
- form sub groups to look at marketing
- contact KC Multi Sport for tri-athletes in training
- add pictures of the pool on the city web site, face book and user groups web sites?
- is marketing solely RP or does JCPRD help? If JCPRD helps, maybe add pictures to their web site?

Question: what draws people to Shawnee and Lenexa pools? is there a spike in usage when new amenities are added at the Shawnee pools?

Answer: Shawn - yes, then I build another amenity to keep the users

Questions:

Could the "lazy river" and sand area be removed and replaced with other amenities?

Could sand volleyball be added?

Could a deck be placed where the top of the slides are?

Next meeting dates:

Feb. 27

March 27

April 24

Item Number: New Business- VIII.-A.
Committee 3/20/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/3/2017
Submitted By: Keith Moody
Committee/Department: Branding Committee
Title: **Branding Report**
Item Type: Other

Recommendation:

The Branding Committee recommends the Council adopt the final branding report completed by Benedictine. The Branding Committee has narrowed the logo options to three, these concepts are included in the final document but require further refinement. If the Council does not wish to pursue the use of the three logo concepts included in the final branding document the Branding Committee recommends that the Council use the Final Branding Report as the basis for developing a logo that meets their approval.

Details:

The final branding report (attached) consists of five sections (executive summary, data analysis, positioning statement, creative brief, launch plan). Each section constitutes one of the major tasks completed as part of the branding process.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Final Branding Report	Backup Material
📎 Presentation	Presentation



Roeland Park Branding Proposal

Prepared for: City of Roeland Park

Prepared by: Benedictine College Marketing Program Students

Atchison, KS

March, 2016

Table of Contents

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Creative Brief	25
Design Recommendations	30
Brand Launch Plan Recommendations	36

Executive Summary



In Spring 2016, Benedictine College was awarded the contract to engage in a city rebranding effort for the city of Roeland Park. The RFP specified three phases of the rebranding effort: marketing research, graphic design, and brand launch planning. Over the next 3 semesters, 85 students were involved in collecting and analyzing data, soliciting design concepts, and formulating strategy for the launch of the brand.

The research phase consisted of a series of focus groups, as well as the analysis of citizen survey responses and non-resident interviews. The analysis uncovered common, consistent themes from residents' impressions: 1.) Location or proximity to Kansas City metro amenities is a key decision factor not only in moving to RP, but to remaining. 2.) "Quiet" lifestyles contrast and complement the proximity to other "noisy" areas of the metro. 3.) Progressive social values are a point of pride. 4.) Nature is very important to residents, and they have a great deal of satisfaction with Roeland Park in this area, and 5.) A perceived lack of a defined identity could indicate an openness to a new brand identity.

The research informed the creation of the Positioning Statement and Creative Brief. The position identified highlights the identified strengths of living in Roeland Park and focuses on an identity built on quiet living, proximity, and nature: *For residents and businesses, current and future, Roeland Park is an oasis in the city, where neighbors and nature thrive together, just moments from anywhere.*

The Creative Brief instructed the prospective designers on the parameters of the project: a target market of Millennials and Generation Xers, which comprise 41% of the current population, "starting singles" and young families; that the design should be relatable to a majority of people; that the design must symbolize the unique characteristics of Roeland Park as identified in research; and that the design should require little processing to understand.

A 3-week design competition was opened and promoted both on campus at Benedictine College and to residents of Roeland Park. Nine Roeland Park residents submitted 18 designs, and 16 Benedictine College students submitted 25 designs. The branding committee reviewed and ranked all submissions, and in accordance with their instructions from the city council, submitted 3 finalists for consideration.

Finally, the proposed ideas for a brand launch plan include sustained efforts in social media management, as well as short-term tactics for public relations and content marketing to inform the city residents as well and the Kansas City metro area about the rebranding. In addition, a signature community event is recommended to provide a catalyst for citizen involvement, as well as bring visitors into the community to see the brand attributes embodied in Roeland

Park's neighborhoods. Proposed events include a 5K or 10K race, an arts and music festival, and/or a coordinated neighborhood holiday lighting effort. Total costs for these launch activities are estimated to be \$11,120.



Qualitative Research Report

Prepared for: City of Roeland Park Branding Committee

Prepared by: Benedictine College Marketing Program Students

Atchison, KS

October 25, 2016

Introduction

The City of Roeland Park has contracted with the students of the Benedictine College School of Business Marketing Program to undertake a city rebranding effort. This research report serves as the informational basis of the rebrand, and will guide the creative and media placement efforts of the new brand design, positioning statement, and media launch plan.

Purpose and Scope

The main objective of this research is to uncover qualitative insights from the residents and workers of Roeland Park regarding the core identity of the city, as well as the best elements of living and working there. Studies have found that while city rebranding efforts have a low success rate of short-term acceptance, (<http://www.citymetric.com/business/why-do-most-city-branding-campaigns-fail>), those with the highest rate of success are those that “link up research with an authentic message that resonates” (<http://www.governing.com/topics/economic-dev/gov-municipal-branding-campaigns-worth-price.html>). To this end, our research has set out to identify not what residents and workers would “like” the brand to be, but to identify what is already authentically, verifiably great about living and working in Roeland Park.

Research Objectives

- Through focus groups and interviews, uncover the personal insights of living in Roeland Park of current residents in a variety of demographics
- Study how residents and non-resident workers and shoppers describe the best attributes of living, working and shopping in Roeland Park
- Analyze the qualitative data acquired from the open-ended questions of the 2016 RP Citizen Survey
- Translate these findings into: a) a research report, b) a formal positioning statement, c) a creative brief for the design phase, and d) a campaign slogan

Sample Design

Focus Group participants were chosen by convenience sampling of residents supplied by city council members to ensure all wards of the city were represented. Interview participants were selected from this list, as well as with a mall intercept in front of the local Fantastic Sam’s storefront. Also, text analytics were completed of the Citizen Survey responses to the branding-specific, open-ended questions.

Summary

- The degree of satisfaction with the quality of life among residents is very high. It stems from a sense of community among their neighbors, who they know well, as well as the perceived quality of the city services.
- Recurring themes of positivity include:
 - **Location.** Unsurprisingly, proximity to popular areas of the KC metro is a key decision factor not only in moving to RP, but to remaining.
 - **Quiet.** This term in varying iterations was expressed frequently, which contrasts and complements the proximity to other “noisy” areas of the metro.
 - **Progressive social values.** Many take pride in, and point to the contrast of the perceived inclusiveness of Roeland Park to the rest of Johnson County and the state of Kansas.
 - **Nature.** While being the “City of Trees” was generally not perceived to be the central identity of Roeland Park, nature is very important to residents, and they have a great deal of satisfaction with Roeland Park in this area
 - **Lack of a defined identity.** Beyond the contentious Wal-Mart, residents feel that the city lacks a unique identity or iconic feature. This could indicate an openness to a new brand identity.

Data Analysis

Due to the large sample size and amount of data collected, the ETC Citizen Survey open-ended questions provided a large source of quantifiable insights from a variety of citizens.

Question 22: What has brought you to or kept you here in Roeland Park?

The most common category of positive responses to this question related to “Location within the city” (249 out of 428 responses), followed by “Quality of living/people” (144/428), and “Low cost of Living” (112/428).

- Location: 249/428
- Quality Living Area/Quality People: 144/428
- Cost of Living: 112/428
- Build & Structure of Housing/House/Home Ownership & Inheritance: 55/428
- Work Related: 54/428

- Safety: 52/428
- Schools: 51/428
- Other: 45/428
- Born & Raised Here/Lived Here for a Long Time: 29/428
- Size: 27/428
- Family/Friends: 26/428
- Snow/Leaf Pick Up: 16/428
- Trees: 17/428
- Diversity: 11/428

Location insights:

Common themes refer to proximity to KC Metro amenities, as well as the ease of work commutes. However, the “walkability” factors of the community were evident here, as well. Positive comparisons were made with other metro neighborhoods, especially within Johnson County.

- *“Good location in relation to the city without being in Missouri or KCK”*
- *“I like how accessible it is to the whole metro area. Living in Roeland Park, my husband and I are smack in the middle between my parents in Brookside and his mother in Merriam. Being so close to I-35, we can easily get around the broader metro region. We like being so close to restaurants and cultural events in midtown, downtown, Mission, SW Blvd, etc.”*
- *“I like that I'm within walking distance of parks the pool and Wal-Mart Lowes and price chopper”*
- *“We moved here for the great central location because we work downtown, but wanted to live in Johnson County.”*

Neighborhood Quality insights:

- *“Quiet and peaceful with friendly neighbors. City services and reputation for concerns of citizens”*
- *“Also loved the mature neighborhoods with character (houses are different, huge trees, etc)”*
- *“Love the peacefulness as compared to crowded areas out south”*
- *“We like our neighbors. We like that Roeland Park seems to be free of the right-wind nuts (sorry!) that seem to have taken over other parts of the Kansas-side of metro.”*

Low cost of living insights:

- *"I grew up here and moved away. I came back after living in prairie village because it was better cost of living."*
- *"ROELAND PARK IS ESSENTIALLY SOUTH PLAZA IN TERMS OF LOCATION AND HISTORY/ARCHITECTURE BUT FOR A FRACTION OF THE PRICE."*



Question 23: What differentiates Roeland Park from other communities?

The comparative nature of this question prompted a strong majority of positive remarks. Most common categories were Atmosphere (such as “small town feel,” “quiet,” and “neighbors,” Location, Attribute-specific responses (such as amenities, churches, etc.), Community demographics, diversity and neighbors, and Cost of Living.

Atmosphere responses: 73/346

- *"We have Johnson County quality of life, without being so far south that we miss out on the rest of the city. And we have brave, liberal elected leaders, more similar to Lawrence than to most of the rest of Johnson County. That's something to be proud of."*
- *"Affordability, diversity of residents, pride of services, friendliness."*
- *"Small-town feel in the middle of the metro. Great neighbors. Great location."*
- *"Close to everything. No snobbery for the most part. An inferiority complex."*

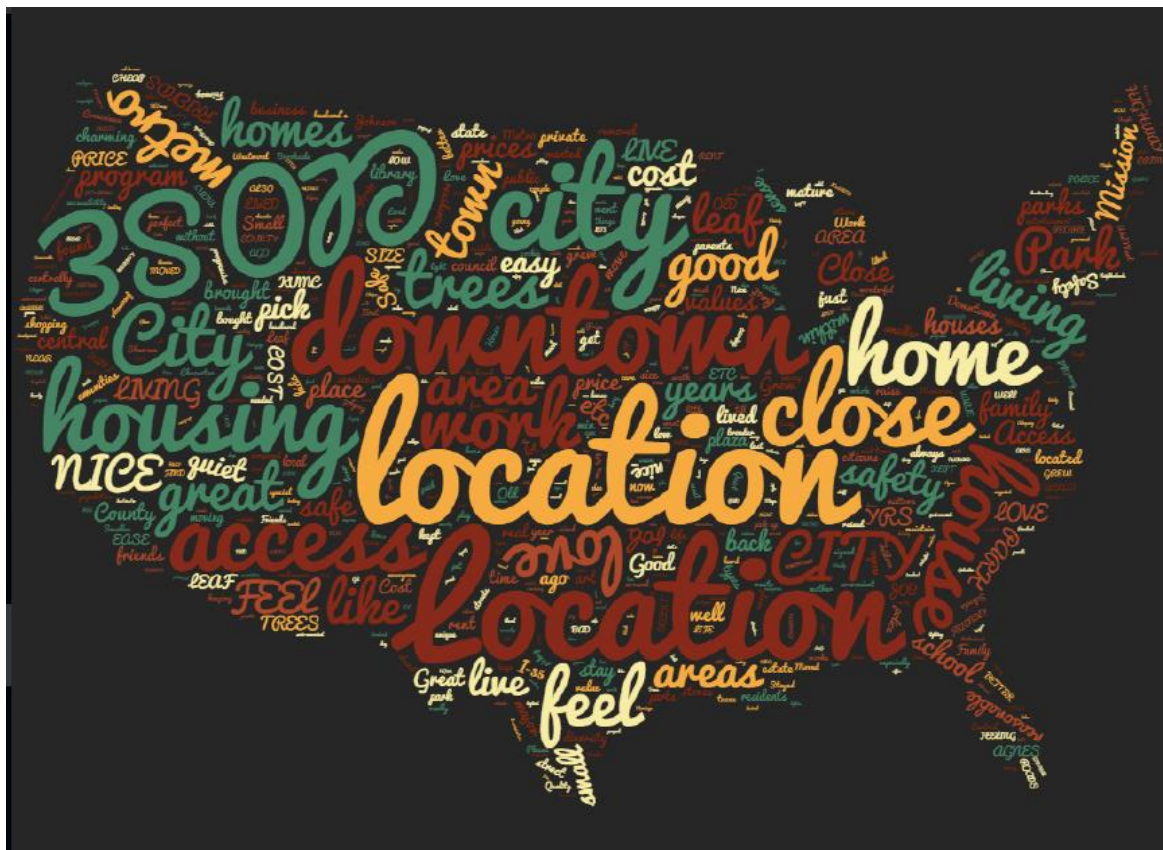
Location responses: 62/346

- *"Affordability for a nice neighborhood that is close to everything."*
- *"Centrally located for Kansas City, but not overwhelmed with businesses like Mission."*
- *"NEARNESS/PROXIMITY TO ALL KC HAS WITHOUT LOSING RELAXED FEEL"*
- *"Offer a location for first time homeowners to live close to the heart of the city."*

Attribute-Specific Responses: 40/348

- *"We have nice older homes with character in neighborhoods and close to downtown."*
- *"We have taken advantage of the chicken ordinance, I like the emphasis on art. I think we can promote ourselves as a forward thinking community with art, green/public space, public transportation. I would like to see an emphasis on bringing new, diverse businesses and to continue to be a community that supports ethnic, socio-economic, and sexual orientation diversity."*
- *"We love that the houses/neighborhoods are older and aren't cookie cutter. We love the quiet streets and how well-kept and safe everything is."*

What differentiates Roeland Park from other communities?



Question 24: What three words would you use to describe Roeland Park?

With 373 responses to a question specifying a fixed number of words, a word count analysis was combined with categorical analyses. Each entry was broken into 3 pieces and analyzed as 3 separate entries.

Words receiving more than 10 mentions are listed in the table below:

Friendly	88	8.70%
Safe	67	6.62%
Quiet	50	4.94%
Convenient	49	4.84%
Proximity	43	4.25%
Community	40	3.95%
Location	38	3.75%
Affordable	33	3.26%
Clean	29	2.87%
Nice	28	2.77%
Home	21	2.08%

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Only 299 responses to this question could indicate a reluctance to answer or a difficulty processing the question. Similar themes arise with categorical analyses.



“Community” pride led the list by far, with 123 of 299 responses appealing to the sense of community, with multiple responses regarding neighbors, progressive elements, diversity, and quiet.

- *“I have relatives from Denver who have said that they can think of NO WHERE in Denver where there is a community like Roeland Park. The friendliness pride of home owners, which is shown in how homes and yards look the community center/aquatic center the fact that I can WALK to the library.”*
- *“Roeland Park is a progressive city committed to taking care of all residents. I am proud of the non-discrimination stance the city took to support all residents.”*
- *“The safety of the community, the friendliness of the neighbors.”*

The next largest category referred to Government Services (69/299), followed by the city’s cleanliness (58/299), and “friendliness” (52/99)

- *“Community spirit, welcoming attitude, attention to quality of community, while remaining relaxed and accepting of difference. I love the community center! I love that you allow chickens.”*
- *“I am proud that we are willing to lead the way on issues that are good not just for our community but for, well, the future of humanity, like equal treatment for LGBTQ persons, the skateboard park, the charging stations for electric vehicles. We also have a somewhat diverse community, a friendly community, and our own library. I cannot stress how much I think the library is important for Roeland Park. It’s an important resource for so many in NE JOCO, and I personally use it several times a week.”*

Other significant response categories:

KC Access (51)

Diversity (38)

Nature (33)

Beauty (27)

Small Town (24)

What about Roeland Park makes you proud to be a resident?

- *"EVEN MORE WALKABLE/SUSTAINABLE WITH INCREASED RESTAURANTS/SHOPPING THAT WE CAN FREQUENT. WE WANT TO SPEND LOCALLY AND BE ABLE TO WALK OR BIKE FOR MOST OF OUR NEEDS."*
- *"GET RID OF WALMART, CHANGE LIQUOR LICENSE LAWS SO WE CAN GET DECENT RESTAURANTS, PROMOTE THE ROELAND PARK GARDEN AND A FARMERS MARKET"*
- *"I'd like to see it become a "walkable" community with small (mom & pop) shops & restaurants, walking trails, monthly nightly events of some sort, and green. I'd really like to see it partner with Mission, Fairway, and Westwood to make the entire 66205 community the place to be!"*
- *"More walkability, bike/walking paths, green spaces. Crosswalks to cross Roe safely, to promote riding bikes to the library and parks. Increased community bonds & pride."*
- *"Redevelopment of existing shopping areas. They look old and run down. The house offices along Johnson Drive also look old and run down and a little bit of landscaping design would go a long ways to beautifying this entrance into the city. I would also like to see a couple of ""sit-down"" type restaurants added to the mix, we don't need anymore fast food restaurants."*
- *I would also like to see the continued improvement of the city parks ... realizing that it takes money and time. There needs to be a master plan put forth for each of the two larger parks."*

Out of the 200 responses received for this particular question, 97 of those responses mentioned the location of Roeland Park in a positive manner. Nearly 50 percent of responses talked about the location at one point or another, with the next closest category being “friendly environment” at 71 mentions. After the top two categories identified, there is a steep drop off to where our other categories averaged those responses around 10 percent of the time.

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Work	6%
Quality of Living	10%
Small Town	11%
Diversity	4%
Family	16%

- *"A former mayor once said that RP was the domain of the "newly wed and nearly dead." If we are going to keep RP vibrant, we need to attract the millennial as our "nearly dead" are even nearer. That means we use our funky to our advantage. We capitalize on the art, the antique chic architecture, the accessibility of city politics, our awesome police force, the warm and welcoming, the "be who you really are in Roeland Park" thing. We have vibrant events - so those too. And location. Location. Location."*
- *"Small town feel in the heart of a big city. Charming, friendly, inviting."*
- *"Five minutes away from what's happening with a hometown feel for everyday life."*
- *"A place for everybody, Young, old, families, singles. Small community feel, easy access to popular things in places in all directions. "*
- *"I THINK ANY COMMERCIAL I MADE WOULD HIGHLIGHT ROELAND PARKS PROXIMITY TO THE COUNTRY CLUB PLAZA, DOWNTOWN KC, PRAIRIE VLG, WESTPORT, FAIRWAY/MISSION HILLS. I WOULD ALSO SHOWCASE THE BEAUTY OF HISTORIC NEIGHBORHOODS. I THINK ROELAND PARK IS A HIDDEN GEM IN THAT IT HAS ALL THE BEST ATTRIBUTES OF SOUTH PLAZA AND PRAIRIE VLG BUT SOME PEOPLE DON'T KNOW IT EXISTS OR CONFUSE IT AS BEING PARK OF MISSION"*

If you were writing a commercial about Roeland Park what would it look like and say?



Focus Group and Interview Data

The first focus group consisted of 8 community members, 7 of which had at least one child living in the home. The discussion centered around community identity, current branding, and future dreams of Roeland Park.

- The decision to move to Roeland Park is often due to a family or career change, as is the decision to leave. However, residents are quick to list off reasons to stay.
 - *So I guess that means “space.” We’ve got almost a half acre two blocks away, so it’s pretty remarkable in parts of RP you can have that much land right in the middle of town, which is cool, so we have space for children. We’ve got woods in our lot, thick woods, which attract deer, which is annoying. (laughter)”*
 - *It’s wonderful to be so close to the middle of the city and still be able to have green space, and but still be able to be close to things that I enjoy doing. Everything! 10 minutes to Kauffman, I can walk to the library. Yes. We’ve got it all. Except a nice restaurant (laughter)*

- *"I tell people all the time about our neighbors that this is a place we meant to stay for a year, or two, and our community keeps us here. The longer we are here, the more connections we make, and the harder it gets to think about leaving. So, we tell people all the time that it's close, it's affordable, and we are surrounded by great people, and you are able to get involved, and you can see the same people at the park every night when you go by if you want to, and sometimes you can see different people every night you're there. So, there's a great community feel to it."*
- There is a common sense that Roeland Park lacks an identity and recognition from the rest of the metro area
 - *"I generally have to say it's west of the Plaza. Most of the time people don't know RP and the other, this is probably a bad association, but, the Walmart on Roe. Everyone seems to either know the Walmart on Roe for one reason or another, or the Price Chopper that seems to have all the Mexican produce. Those are 2 main factors that can usually tie to RP, but its west of the plaza that's the descriptor."*
 - *I did I had a friend that was like "you live in Roeland Park? That is where you get to push your things to the curb!" And I was like "yeah, I mean I don't really".. that is something we are known for among certain groups of people (laughter)*
 - *"There's no downtown. There's no strip."*
- There's a sense that residents are quite happy leaving things the way they are.
 - *I think that's one of the things that's kind of attractive in a way. We're all residents, and I'd rather be in a neighborhood feel community, than have these features. They're close enough. The plaza's close enough, Mission's close enough. They're all close enough that I'm okay keeping them on the peripheral...because of the traffic that it brings through neighborhoods. Because there are a lot of kids playing."*
 - *I totally agree because I feel like when people have a kid and then they move out south. I hope more millennials who feel like they don't need these huge houses to raise a family in. When we got pregnant with our second people assumed we would be leaving.*
- They like things walkable, green, and progressive, and feel like they get that here.
 - *I think that it is a great neighborhood. I think it is really neat that you are walking around and you see people year round walking and going to the parks and stuff so I think I just wish they knew more of that.*

- *There is no business that we have that I am really ashamed of and that when I look at social justice issues and the loan you know the pay day loan companies and so forth and our community really took a stand and again I was really pleased and proud of that. And I think we have do I dare I really think that we are probably the most progressive area in the whole of Johnson County and I really like that.*
- A city's brand doesn't seem valuable at first blush to them, but they're aware of the current state of branding, and have a few descriptors as to what future brand elements could hold.
 - *You could have no logo and I think I'd still love the city of Roeland Park.*
 - *I'd like to see little houses that would show the community. That's the best part.*
 - *Walkability, community service, library is another one. So that would play on this idea of these small tight knit neighborhoods and communities.*
- They see a future of small, incremental, positive changes for Roeland Park.
 - *I wouldn't go as far to say entertainment district, but a coffee shop. I want a coffee shop and don't tell me QuikTrip, I know it's cheap, but come on there is better coffee than QuikTrip.*
 - *Something that brings people to the city as a destination point, but not lots of people.*
 - *A craft brewery*
- And there's a real sense of community pride and togetherness that occurs daily, and weekly in neighborhoods and events in parks.
 - *And it's your neighbors you are seeing... the pirate event... we see the same kids that we play with at the park... I don't know what's driving people from all over the metro, but I'm okay with that.*
 - *You see a lot of your neighbors there... we see lots of your neighbors there and it's a community feel... and I love these small events and I would love to see this to continue on rather than just we do it for five years and nobody else wants to continue until it stops.*

The second focus group consisted of 7 residents age 55+ with children out of the home.

- They are long-term Roeland Park residents; only one had been a resident for under 10 years; two had been in the same home since the 1950s.
- They are huge fans of city services.
 - *Great library.*

- *We love the community center. It's a big part of the community.*
- *There's not a lot of bureaucracy in the city management; if you have problems, you can reach out and get feedback.*
- They know its history intimately and long for businesses and buildings long since past
 - A "downtown" district
 - The Katz Drug Store
 - The Skyline School
- Many said they had initially planned to leave eventually when they moved to Roeland Park, but never did because they couldn't find a reason.
- There was strong agreement on the good police, the well-built and affordable houses, the good location, the nice trees, the idea of getting a nice restaurant, the nice parks, the walkability of the area, and the desire for a new 'downtown' shopping area.
- Like the first group, there was broad agreement that it is hard to describe what Roeland Park is - it has a lack of recognition and identity.

Non-Resident Interviews

- Most non-residents interviewed found the town clean and quiet, and would consider moving there.
 - *It seems safe. Safer than where I am now.*
 - *I have a friend that lives over that way. There are some nice apartments over there.*
 - *The police are always out.*
 - *It's a great area. Really quiet and the people are nice.*
 - *I wouldn't move back here. It's too quiet. I needed something more urban.*
- Location and proximity to other metro amenities were apparent, even to short-term workers.
 - *A lot of convenient places to go.*
 - *About 15 minutes from anything.*
- Like the residents, they perceived a lack of recognition.
 - *They say "where's that? They think it's far because of how it sounds.*
 - *It looks like a new area, so I think there will be a lot more landmarks, like a car dealership or something like that, but not much more, since it's already so new.*

Positioning Statement

Prepared for: City of Roeland Park Branding Committee

Prepared by: Benedictine College Marketing Program Students

Atchison, KS

October 25, 2016

For residents and businesses, present and future,
Roeland Park is an oasis in the city,
where neighbors and nature thrive together,
just moments from anywhere.

Definition and Discussion

“Oasis” refers to the calm, quiet quality of life inherent in the neighborhoods of Roeland Park. As a “first tier” suburb, located so centrally to much of Kansas City’s amenities and districts, its secure serenity is a welcome contrast to its neighboring communities. An oasis is defined as a fertile spot in a desert, which also reflects the natural beauty of its green spaces.

“Neighbors and Nature” brings to light the true identity and strengths of life in Roeland Park, the people who share in the community and the green trees and spaces that define its walkable streets and parks.

“Thrive Together.” The neighbors and nature of Roeland Park are dependent upon one another. The trees and elements of nature are symbols of residents’ civic pride while they provide the calming aesthetic of their neighborhoods. Together, they grow the quality of life that attracts more great neighbors and businesses that form a community.

“Moments from Anywhere.” More residents, workers, and shoppers praise Roeland Park’s location than any other attribute. Its proximity to some of the metro area’s most-visited districts and amenities, while retaining its uniquely quiet, walkable, family-friendly lifestyle is one of Roeland Park’s defining characteristics.

A Positioning Statement

In marketing, a brand's "position" is defined as "the space a brand or product occupies in its target audience's minds, relative to its competition." Positioning is a marketing practice of choosing specific tactics that will lead target audiences to form attitudes, beliefs, opinions and feelings about a brand that closely reflect the brand's desired position, or "mind space."

A positioning statement is a concise, formal statement that clarifies a brand's position. Though they often sound similar to a piece of advertising copy, it is not a tagline, or even meant to share with the public. Rather, it is a resource to be used in crafting marketing strategy.

A positioning statement serves a number of purposes:

- It describes how Roeland Park wishes to be perceived by our target audiences.
- It acts as a guide to marketing decision makers, giving direction to marketing strategy, and providing a "filter" for marketing decisions
- It focuses messaging and marketing strategy when used consistently, which strengthens the target audience's brand perception.

Roeland Park Rebranding Creative Brief

Prepared for: City of Roeland Park Branding Committee

Prepared by: Benedictine College Marketing Program Students

Atchison, KS

October 25, 2016

Background/Overview



Roeland Park is engaged in a rebranding campaign for their city. The Benedictine College Marketing team is tasked with differentiating Roeland Park from surrounding cities. The goal is to properly display the values of this close-knit community. We need to captivate the current residents, people searching to live here, and people who do business in Roeland Park. This may be challenging because of the fierce competition of surrounding cities, but sticking to Roeland Park's friendliness, location, and pricing (housing) will attract the right crowd.

Objectives:

The objective of this rebranding opportunity is to establish Roeland Park's identity properly through a new logo and town slogan. If implemented correctly, this will assist in efforts to attract new residents and businesses, and will strengthen the current townspeople's sense of pride in their city.

- For new residents the objective is to show Roeland Park's community values and perfect location to live for KC metro jobs.
- Regarding new business opportunities, it is our goal to attract businesses to come into this thriving location.
- The objective of the rebranding for the current residents is to properly represent their thoughts and love for their hometown.

Target Audiences:

1. Current Residents

- Our largest group of residents are Generation X and Millennials (23% are from 25-34; 18% are 45-54). With an average household size of 2.2 and a population density of 4,212 per square mile on average, we can deduce that Roeland Park is a relatively densely populated town but with a low percentage of families. With an average of 2.2 per home we can see that most homes house single residents or a couple.
- Our objective for current residents is to keep them informed as to plans for the future we envision for Roeland Park as well as progress being made to make that vision realized.
 - Details would include our interest in business growth, town "walkability", regular events, etc.

3. Potential Residents

- This is our main target market which we will dedicate most of our energy and resources. We will market towards younger to middle-aged families looking for a good town to reside in.
- To market Roeland Park, we will emphasize the following such things as public safety (Roeland Park currently boasts a phenomenal police force), and because of Roeland Park's accessibility to Kansas City, it creates an attractive balance between city and suburb life.
- In addition to these, Roeland Park has a low cost of living, and boasts excellent civil upkeep services and lastly has an existing sense of community which can only be improved. Roeland Park has an existing strong community, such as its seasonal festivals that it holds annually (including the Christmas decoration festival), but for our marketing we will make it a point to emphasize our optimization of this sense of belonging through increased community events and small businesses.

2. Businesses

- Start-up companies
 - Since Roeland Park already has the "essential" businesses already present (such as Walmart and CVS), Roeland Park has the potential to host small businesses: this would be optimal for the small businesses with willing local buyers and it could increase community.

Primary Message:

The main message needs to communicate that we are a place to not just start a family but to sustain one. We want people not to just use us as a stepping stone onto another city but think of Roeland Park as a thriving place to live their whole life.

Competition:

Westwood- Right next door to Roeland Park. Commonly viewed as a more expensive, upscale neighbor to Roeland Park. Liked for its convenient location to the Country Club Plaza.

Mission- Mission is a big competitor to Roeland Park due to the fact that it also looks to get residents with low cost living close to the city. They draw young couples to their city are considered a direct competitor to Roeland Park

Overland Park- Expensive cost of living and further from the city. But very well-known and recognized for its safety of living and high rated school system. Homes have larger yards and typically more spread out from their neighbors.

Prairie Village- Very popular as of recently for young couples to live and younger people. It has nice restaurants and shopping areas and is enjoying success currently. Also hosts a Jazz Festival and House Crawl that have really helped bring in a younger crowd.



Leawood- Known as one of the top suburbs in the KC Metro area. It boasts many parks and highly rated schools. Known as a very expensive area to live and is located 6 miles south of Roeland Park

Lenexa- Longer commute to the city than Roeland Park. Lenexa has large family homes with large yards. Most homes in Lenexa can be found at a fair price but it does not share the location as close to the city as Roeland Park.

Brand Attributes:

1. Location- Roeland Park's proximity to the everything Kansas City is its strongest attribute. Roeland Park is located right on the outside of downtown and this attribute is very attractive to people looking to buy a house and raise a family, yet still get to experience part of the city life.

2. Price (affordability)- Price is the next strongest attribute that Roeland Park has. Roeland Park has a very attractive price range to living there. They are able to preach affordability to younger house buyers that make them a more realistic option in a respectable community.

3. Friendly Environment- The residents of Roeland Park take pride in a friendly, diverse, and safe environment that you can raise a family in.

Design Imperatives:

- Must be relatable to the majority of people (namely stretching from younger Millennials to older Generation X.)
- Must symbolize unique characteristics that only Roeland Park possesses
- Must not be hard to digest in the sense that people will be able to gain the knowledge as to what we as a city are offering them
- Your design should be dynamic, unique, creative, and incorporate the full name of the city: Roeland Park. The logo may incorporate other imagery, abstract symbols, so long as the full city name is included somewhere in the image.

- Please submit the design in .jpg file format (Resolution of 300 dpi) AND as a .pdf file (less than 10MB). If the logo incorporates non-standards fonts, provide us with the font used in your submission.



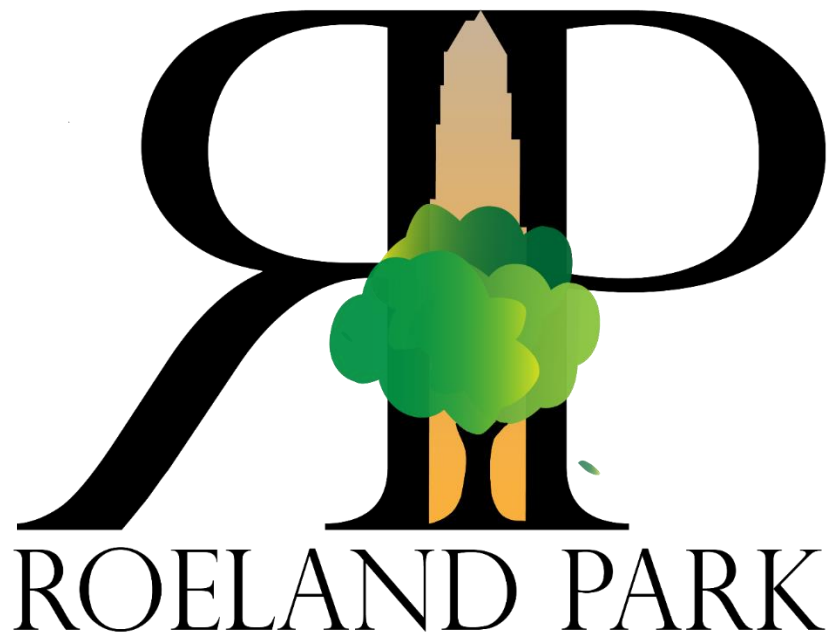
Support Materials:

The positioning statement for the branding of the city is “Roeland Park is an oasis in the city, where neighbors and nature thrive together, just moments from anywhere.”

The degree of satisfaction with the quality of life among residents is very high. It stems from a sense of community among their neighbors, who they know well, as well as the perceived quality of the city services.

- Recurring themes of positivity include:
 - **Location.** Unsurprisingly, proximity to popular areas of the KC metro is a key decision factor not only in moving to RP, but to remaining.
 - **Quiet.** This term in varying iterations was expressed frequently, which contrasts and complements the proximity to other “noisy” areas of the metro.
 - **Progressive social values.** Many take pride in, and point to the contrast of the perceived inclusiveness of Roeland Park to the rest of Johnson County and the state of Kansas.
 - **Nature.** While being the “City of Trees” was generally not perceived to be the central identity of Roeland Park, nature is very important to residents, and they have a great deal of satisfaction with Roeland Park in this area
 - **Lack of a defined identity.** Beyond the contentious Wal-Mart, residents feel that the city lacks a unique identity or iconic feature. This could indicate an openness to a new brand identity.

Design Recommendations



Design Concept 2



DESCRIPTION

"Small-town feel in the middle of the metro. Great neighbors. Great location."
-Current resident

Homes modeled after actual homes in Roeland Park.

The trees represent the peaceful and quiet atmosphere.

Location within the city is accessible, peaceful, and provides character to the neighborhood.

Representing Kansas City's Bartle Hall, The Plaza, and the Kaufman Concert Hall.

COLOR PALETTE



OFL Sorts Mill Goudy

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll
Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv
Ww Xx Yy Zz



ROELAND PARK



ROELAND PARK



ROELAND PARK



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Design Concept 3



Rebranding Launch Proposal Plan

Prepared for: City of Roeland Park Branding Committee

Prepared by: Benedictine College School of Business

Atchison, KS

February, 2017

This is a prospective plan. The information and proposed activities within are suggestions based on the research conducted by Benedictine College. This plan is non-binding, and acceptance of this document does not require actions upon any of the content within.

1 Executive Overview

Roeland Park is engaging in a rebranding process in an effort to assist in attracting new residents and businesses to the area, as well as to increase the satisfaction and cultural identity of current residents and businesses. Research has revealed that the top three reasons people choose to live and work in Roeland Park are the location, quality of life, and the affordable cost of housing. The new brand will illustrate these three identifying characteristics of the city.

This Integrated Marketing Communications plan is designed to launch the new brand identity within the city of Roeland Park, as well as the Kansas City metropolitan area as a whole. Using events, content marketing, public relations efforts, and updating media assets.

1.1 *Scope of this Integrated Marketing Communications Plan*

This plan outlines the communications objectives, strategies, and tactics required for a successful execution of integrated marketing. Additionally, this plan provides the framework for the product launch communications activities.

1.1.1 **MARKETING OBJECTIVES**

- Increase the visibility and awareness of Roeland Park in the Kansas City metro
- Communicate the unique brand of Roeland Park, along with the story of its rebranding effort, to the Kansas City metro
- Increase the general satisfaction and enthusiasm of current residents and business owners with the identity of their community
- Assist in efforts to attract new residents and businesses, as well as retain current residents and businesses
- Increase media presence of Roeland Park in the Kansas City metro

1.2 *Communications Strategies*

- **Media Assets Updates.** The first phase of the brand launch will include the planned replacement and update of existing branding to city-owned assets. The redesign of digital media assets, such as websites, social media, and other outbound-facing digital media, as well as the redesign and manufacturing of print materials such as business cards and letterhead can be accomplished in a relatively short period. The manufacture and installation of signage and applied graphics to vehicles, signs, and other assets can be a phased rollout as budget allows.

These media assets include, but are not limited to:

- Digital Assets:
 - Official city website: update CSS design
 - Facebook
 - Next Door
 - Constant Contact
 - Citizen Serve
 - Municode
 - Novicagenda
- Print assets:
 - Letterhead
 - Business Cards

- Public circulars:
 - Roeland Parker
 - Pamphlets
 - City Maps
- Signage:
 - Door entrances of City Hall
 - Cedar Roe Library
 - Community Center
 - Pool
 - Nall Park
 - R Park
 - Skate Park
 - Public Works
- Window/Auto Graphics:
 - Police
 - Public Works
 - Neighborhood Services
- Areas of Opportunity within Media Assets:
 - City entrances
 - Roeland Park water tower
 - Temporary banners
 - Pop-up tent canopy graphics for outreach events
- **Content Marketing.** Using a combination of social media outreach, as well as digital public relations strategies, the stories highlighting the strengths of Roeland Park will be strategically published and promoted using social media and SEO strategies.

Students at Benedictine College will produce a series of 6 videos illustrating the lives of different families and residents of Roeland Park at different stages of their family life cycle: New College Graduate, First-Time Parents, Young Single Commuter, Outdoor Enthusiast, Busy Full Nest Family, Active Retirees. These brief vignettes will be released over a 1 year period on the City of Roeland Park's YouTube channel, and promoted via social media sharing strategies.

In addition, a number of brief articles and posts will be crafted and published on various online content hubs and media sites focusing on specific quality of life issues of which Roeland Park's strengths are highlighted (ex. Best KC suburbs for Millennials, etc.) These will be promoted via SEO tactics and shared through social media.

- This strategy will:
 - Promote awareness in the KC metro
 - Shape a positive brand image among potential residents
 - Sustain the rebranding effort in the media for a full year
 - Increase community pride and involvement by encouraging social media shares.
 - Increase curatable content for future content marketing strategies
- Actions needed:
 - Article content research and creation
 - Media relations and online publishing
 - Identifying and recruiting 6 residents/families
 - Crafting and approving scripts
 - Shooting and editing

- Creation of YouTube channel
- SEO and social media sharing strategy
- Recruiting and training volunteer “Social Media Coordinators,” or a “Virtual Street Team.” These volunteer ambassadors of the city would be assigned “beats” to cover in order to increase and enhance social media presence. All social media content created would be held for approval by an appointed city employee before being shared or broadcast.

- **Public Relations.** The creation and promotion of specific messages to KC Metro media is essential in order to achieve the objectives of this plan. The creation of this new brand, as well as the launch and outreach of this promotion project is a newsworthy story that has a high likelihood to generate positive press if managed effectively.

By identifying local media with the highest likelihood of sharing our branding message and creating the appropriate message for each, we can manage the sharing of the story of this rebranding effort. Local lifestyle blogs (Finding Kansas City, KC Mom’s Blog, KCParent, etc.), local lifestyle magazines (435, HERlife, Simply KC, etc.), daytime news shows (KSHB’s Kansas City Live, KCTV’s “Better Kansas City, etc.), and local radio shows (KMBZ’s Dana and Parks or TrendKC) are strong targets for our message with a high probability of positive coverage.

- This strategy will:
 - Promote awareness and a positive brand image in the KC metro among potential residents and business owners
 - Increase media relations with the City of Roeland Park
 - Create more content to curate, share and promote
- Actions needed:
 - Identify and prioritize media outlets
 - Customize a unique story and/or talking points for each outlet
 - Conduct a media relations campaign to “sell” each story
 - Track media mentions, shares and impressions

- **Social Media Strategy.** A focused, ongoing social media strategy will enhance the rebranding efforts, and help in positioning the city as a responsive, vibrant community. Also, this will aid in the content marketing efforts, increasing the positive digital “footprint” of Roeland Park, and engage more citizens in discussion and sharing of photos, videos, events, and discussion.

While social media is not without an investment in time and resources, much of the activities can be delegated to devoted, trained volunteers and interns with city staff supervision and approval.

- This strategy will:
 - Promote awareness and a positive brand image in the KC metro among potential residents and business owners
 - Increase digital media assets of Roeland Park, and aid in search optimization
 - Enhance citizen engagement
 - Promote events and activities in the city
- Actions needed:
 - Identify and appoint volunteer 2-3 Social Media “Street Team” members, and train in the city’s branding objectives, media voice, and posting guidelines.
 - Appoint a city employee to serve as the Social Media Project Manager, approving social media posts and scheduling and guidance to the “Street Team”
 - Track media mentions, shares and impressions

- **Community Event.** A signature, kick-off community event will draw neighbors and neighborhoods together in service and in recreation, as well as draw people from the wider metro to visit Roeland Park, perhaps for the first time.



Sponsorships and volunteers can help alleviate much of the expense.

- Many possibilities for events have been proposed by Benedictine student plan. Effective event plan concepts *may include, but are not limited to:*
 - 5K/10K race
 - Communicates importance of healthy lifestyles to the community
 - Draws active, young, diverse running community to Roeland Park
 - Runners experience Roeland Park neighborhoods in an authentic setting
 - Art and music festival
 - Communicates the importance of the arts to the community
 - Brings people to central location to experience community
 - Draws active art community to Roeland Park
 - Coordinated neighborhood Christmas lighting displays
 - Buy-in from neighborhoods builds sense of community
 - Draws metro residents into Roeland Park to experience neighborhoods at a slow pace
 - High likelihood of press coverage

2 Situation Analysis

2.1 SWOT analysis

- Strengths
 - Proximity to metro amenities
 - Affordability
 - Safety
 - Housing types attractive to Millennials, small families
 - Positive resident perception
 - School Districts & Churches
 - Established green spaces
 - City services
 - Aquatic & Community Centers
- Weaknesses
 - Number of businesses in Roeland Park
 - Amount of jobs available in Roeland Park
 - Resident perception of low awareness in metro
 - Housing types not attractive to larger families with adults in prime earning years
 - Lack of differentiation from other cities in the minds of consumers
- Opportunities
 - Recruiting new businesses
 - Attracting new residents
 - Growth of current businesses
 - Diversity of residents
 - Enhancing media relations and metro perception
 - Enhancing already high resident satisfaction
- Threats
 - Competing suburbs

- Changes in housing market
- Changes in economy
- Poor reception of new brand assets



3 Target Audiences

This plan focuses on three main target audiences:

1. Current residents
2. Potential residents
3. Future businesses

Current Residents

Our goal is to influence permanence by energizing hometown pride and enthusiasm. In other words, we are aiming to reduce “turnover” where residents “come and go” and emphasize the following attributes of Roeland Park:

- A sense of belonging
- City Pride
- The cohesive and concrete community.

Our strategy for these goals is to implement more “reasons” for Roeland Park’s residents to become excited and involved in Roeland Park through annual events that will strengthen community pride and create a reason for excitement at specific seasonal gathering.

By focusing first on current residents, we are able to further establish the bedrock of Roeland Park to build upon it for new residents and businesses. If we are successful it will stimulate both hometown spirit and permanence. The other method to enhance town pride is to communicate our message effectively to the current residents. The efforts already taken to rebrand Roeland Park and enhance the resident experience in Roeland Park is proof of the genuine care the administration of Roeland Park has taken, and that alone can show a strong commitment to community. Thus, our strategy for current residents is to increase and emphasize the strengths of Roeland Park, and to make our message and branding efforts known to execute our finished integrated marketing plan.

Potential Residents

Potential residents are also a target for Roeland Park since a growing population is healthy for a city’s economy and sense of community. This group most likely consists of first-time home buyers, young married couples, empty nesters, and small/new families. This young population not only brings energy

to for Roeland Park, but will likely be the most responsive to Roeland Park's qualities of being a serene and safe neighborhood just miles from Kansas City's best amenities.



Potential Businesses

Business openings are often a lagging indicator of population and economic factors. If greater awareness is established throughout the metro, and more potential residents take notice, it will increase overall attractiveness of Roeland Park among entrepreneurs and expanding businesses.

3.1 Target Audience

AUDIENCE	GOAL
College Graduate	Inform them that Roeland Park is an ideal city to place roots because of its proximity to job opportunities, recreation, and night life at a lesser expense than other areas in the city with similar proximity.
First Time Home Buyer	Communicate that Roeland Park provides a quality community in which to start out, combining proximity to city amenities with the quality of neighbors and nature, with walkable neighborhoods.
Young Family	Promote safety, affordability, and convenience of location. Having kids means needing places to take them to burn energy, buy clothes, refuel, educate, etc. Families are going to want to live in safe areas where they can feel okay about their kids playing in the yard or crossing the street to get their football.
Empty Nest	Promote that Roeland Park is a calm, quiet, and nostalgic neighborhood. It is near all major necessities and is a community filled with friendly and outgoing people.

4 Branding and Messaging

4.1 Positioning Statement

- For residents and businesses, present and future, Roeland Park is an oasis in the city, where neighbors and nature thrive together, just moments from anywhere.

4.2 Value Propositions

According to the research conducted by Benedictine College, and contained in the included research documents, the Value Propositions identified by community members include:

- Location/Proximity

- Community
- Safety
- Parks
- Cost of Living

4.3 Major Messages

- Safe, inviting community
- Optimal location
- Desirable, affordable housing
- Beauty of nature

4.3.1 MAJOR MESSAGES FOR CUSTOMERS

MAJOR MESSAGES FOR FAMILIES	
MESSAGE NAME and Core Message	Message Substantiation
Welcoming	Diversity Traditional neighborhoods
Safe	Low crime rates Neighbor reliance

MAJOR MESSAGES FOR THE FIRST TIMER	
MESSAGE NAME and Core Message	Message Substantiation
Location	First-tier suburb of Kansas City 15-minute commute to downtown, Wesport, the Plaza, Overland Park
Affordability	Affordable real estate Low cost of living, travel
Community	Small town feel, big city access Strong sense of unity within the community

5 Communications Vehicles

- YouTube, Facebook, Instagram
 - Volunteer Community Marketing Coordinators (Virtual Street Team?)
 - Content Marketing on blog sites
- Public relations outreach
 - Daytime local “lifestyle news” programs
 - Local talk radio
 - Regional lifestyle magazines
 - Local lifestyle blogs
- Event
 - 5K
 - Coordinated Neighborhood Christmas lighting displays
 - Music and arts festival

COMMUNICATIONS VEHICLES TACTICAL CALENDAR

Vehicle	Owner	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
City Assets: Digital	Designee	Approve digital redesign, implement across site DSS, social media, other assets	Monitor site engagement				
City Assets: Print	Designee	Approve print redesigns, Approve vendors for printing and publishing	Harvest old design media, rollout replacement of new media				
City Assets: Signage	Designee	Approve signage designs, RFP for manufacturing and installation vendors	RFPs approved, orders placed, installation schedule approved	Oversee installation across sites			
Social Media	Street Team	Account setup, design, media training and schedule coordination	Social Media Team assigned "beats," begin promotion	Continued promotions, coordinated with events calendars	Continued promotions, coordinated with events calendars	Continued promotions, coordinated with events calendars	Continued promotions, coordinated with events calendars
Event	Branding Committee	Event identified, date and location selected	Sponsors acquired, social media and promotion begins, website created	Event logistics acquired: permits, staging, volunteers, entertainment, vendors, facilities	Continued promotion and collection of entry fees (race) or vendor fees (event)	Media coverage coordinated; volunteer jobs assigned, contracts finalized	Event production, cleanup, project post mortem
Public Relations	Intern	Creation of press releases and talking point memos; targeted media relations; establish media	Con'd media relations, begin appearances and publication. Maintain media metrics and	Con'd media relations, begin appearances and publication. Maintain media metrics and	Plan schedule of media releases on social media sites		

metrec collection and reporting methods

reporting, curate for content

reporting, curate for content

reporting, curate for content

reporting, curate for content

reporting, curate for content

reporting, curate for content

reporting, curate for content

6 Tactical Calendar

7 Budget

COMMUNICATIONS VEHICLES BUDGET

Vehicle	Explanation	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
City Assets: Digital	Designer fees, Web designer fees	\$1,200					
City Assets: Print	Designer fees, printing fees.	\$1,200					
City Assets: Signage	Interior metal cut signs, fleet car graphics	\$3,920					
Social Media	Web designer fees, intern	\$600	\$100	\$100	\$100	\$100	\$100
Event		\$0	\$200	\$500	\$4,500	\$100	\$0
Public Relations	intern	\$200	\$200	\$200	\$200	\$200	\$200
Content Marketing	intern	\$200	\$200	\$200	\$200	\$200	\$200
TOTAL							\$11,120

7.1 Budget Assumptions

Print media:

- Business cards will be issued as needed by employees, and will not incur additional non-budgeted printing costs.
- Letterhead: \$470 for 5,000 full color prints (OvernightPrints.com)
- Brochures: \$492 for 5,000 full color tri-fold brochures (OvernightPrints.com)

Signage and Graphics:

- Automotive decals: \$35.99 per decal, 2 decals per city owned vehicle, 30 vehicles (StickerYou.com) Installation est. \$25 per vehicle
- Entry door vinyl graphics: 12 decals \$235 (signs.com) Installation est. \$20 per graphic
- Brushed Aluminum custom cut 60" indoor sign: 6 signs at \$235 (signs.com) Installation est. \$50 per sign



ROELAND PARK REBRANDING COMMITTEE

DESIGN RECOMMENDATIONS



Research Phase

- Three Benedictine classes totaling 87 students:
 - Research Report
 - Positioning Statement
 - Creative Brief
 - Logo Contest Design

Deliverables

1. Research
2. Design
3. Brand Launch Plan

Research Report

- 2 resident focus groups designed, conducted, and analyzed
- 6 Citizen Survey questions, 250+ responses each, analyzed
- 6 non-resident interviews conducted and analyzed
- 17-page summary available

Research Report

- The degree of satisfaction with the quality of life among residents is very high. It stems from a sense of community among their neighbors, who they know well, as well as the perceived quality of the city services.
- Recurring themes of positivity include:
 - Location/Proximity
 - Quiet
 - Progressive social values
 - Nature
 - Lack of a defined identity

What three words would you use to describe Roeland Park?

Friendly	88	8.70%
Safe	67	6.62%
Quiet	50	4.94%
Convenient	49	4.84%
Proximity	43	4.25%
Community	40	3.95%
Location	38	3.75%
Affordable	33	3.26%



If you were writing a commercial about Roeland Park what would it look like and say?

- *“Small town feel in the heart of a big city. Charming, friendly, inviting.*
- *“Five minutes away from what's happening with a hometown feel for everyday life.”*
- *“A place for everybody, Young, old, families, singles. Small community feel, easy access to popular things in places in all directions. “*

Positioning Statement

- A brand's **position** is “the space a brand or product occupies in its target audience’s minds, relative to its competition.”
- **Positioning** is choosing specific tactics that will lead target audiences to form attitudes, beliefs, opinions and feelings about a brand that closely reflect the brand’s desired position, or “mind space.”
- A **positioning statement** is a concise, formal statement that clarifies a brand’s position.
 - It’s not a tagline or advertising copy
 - It’s a resource to be used in crafting marketing strategy.

Positioning Statement

For residents and businesses, present and future,
**Roeland Park is an oasis in the city,
where neighbors and nature thrive together,
just moments from anywhere.**

Creative Brief

- Guides the creative team, providing:
 - Concise, key information
 - Specific project objectives
 - Target audiences
 - Constraints
 - Research and resources

Creative Brief

- Target Audiences: Current residents, prospective residents, prospective businesses
- Brand attributes: Proximity, affordability, friendliness of neighborhoods

Creative Brief

- **Design Imperatives:**
 - Must be relatable to the majority of people Must symbolize unique characteristics that only Roeland Park possesses
 - Must not be hard to digest in the sense that people will be able to gain the knowledge as to what we as a city are offering them
 - Design should be dynamic, unique, creative, and incorporate the full name of the city

Design Phase

- 9 Roeland Park Residents
 - Submitted 18 Designs
- 16 Benedictine College Students
 - Submitted 25 Designs

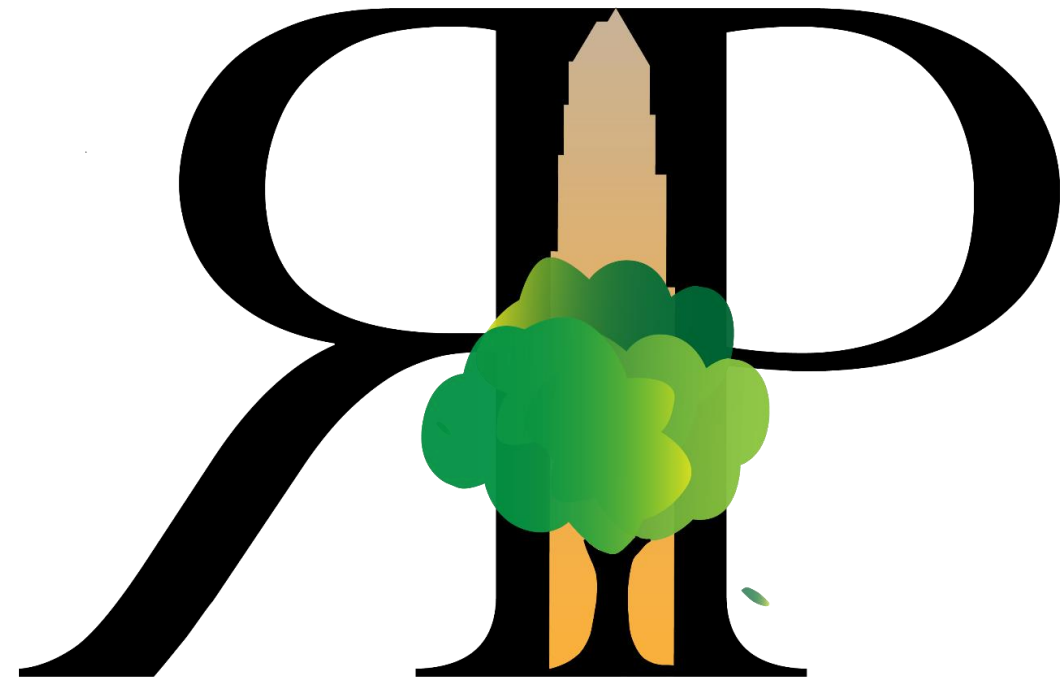
- Three design concepts chosen by committee.
- Multiple variations included.
- More rounds of revision available.
 - Designs not necessarily in “final” state.

DESIGN #1

ROELAND PARK REBRANDING COMMITTEE







ROELAND PARK

DESIGN #2

ROELAND PARK REBRANDING COMMITTEE



ROELAND PARK

DESCRIPTION

"Small-town feel in the middle of the metro. Great neighbors. Great location."

-Current resident

Homes modeled after actual homes in Roeland Park.

The trees represent the peaceful and quiet atmosphere.

Location within the city is accessible, peaceful, and provides character to the neighborhood.

Representing Kansas City's Bartle Hall, The Plaza, and the Kaufman Concert Hall.

COLOR PALETTE



OFL Sorts Mill Goudy

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll
Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv
Ww Xx Yy Zz



ROELAND PARK



ROELAND PARK

DESCRIPTION

"Small-town feel in the middle of the metro. Great neighbors. Great location."

-Current resident

Homes modeled after actual homes in roeland park.

The trees represent the peaceful and quiet atmosphere.

Location within the city is accessible, peaceful, and provides character to the neighborhood.

The black and white color palette provides simplicity and transparency.

OFL Sorts Mill Goudy

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll
Mm Nn Oo Pp Qq Rr Ss Tt Uu Vv
Ww Xx Yy Zz







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DESIGN #3

ROELAND PARK REBRANDING COMMITTEE





Brand Launch Phase

- Suggested actions based on research phase
- Essential to maximize the value of the brand
 - Avoid the proverbial “tree in the woods” scenario

Launch Plan Objectives

- Increase the visibility and awareness of Roeland Park in the KC metro
- Communicate the unique brand of Roeland Park, along with the story of its rebranding effort, to the Kansas City metro
- Enhance the general satisfaction and engagement of current residents and business owners
- Assist in attracting and retaining residents and businesses
- Increase media presence of Roeland Park in the KC metro

Strategy: Media Asset Update

1. Update Media Assets

- Print

- Letterhead
- Business Cards
- Public Circulars

- Digital

- Official city website:
update CSS design
- Facebook
- Next Door
- Constant Contact
- Citizen Serve, Municode,
Novicagenda

Strategy: Media Asset Update

- Singage
 - Door entrances of City Hall
 - Cedar Roe Library
 - Community Center
 - Pool
 - Nall Park
 - R Park
 - Skate Park
 - Public Works
- Window/Auto Graphics
 - Police
 - Public Works
 - Neighborhood Services

Strategy: Content Marketing

A strategy of delivering the content an audience is seeking in all the places they are searching for it. It is the effective combination of created, curated and syndicated content.

- Employee or Intern Actions:
 - Article content research and creation
 - Media relations and online publishing
 - Monitoring and optimizing for search

Strategy: Public Relations

- The creation and promotion of specific messages through the KC Metro media. Effective message management increases the trustworthiness of this newsworthy story.
- Employee/Intern Actions:
 - Identify and prioritize media outlets
 - Customize a unique story and/or talking points for each outlet
 - Conduct a media relations campaign to “sell” each story
 - Track media mentions, shares and impressions

Strategy: Social Media Managment

Focused, ongoing social media strategy will enhance the rebranding efforts, position the city as a responsive, vibrant community, and engage residents

- Identify and appoint volunteer 2-3 Social Media “Street Team” members, and train in the city’s branding objectives, media voice, and posting guidelines.
- Appoint a city employee to serve as the Social Media Project Manager, approving social media posts and scheduling and guidance to the “Street Team”
- Track media mentions, shares and impressions

Strategy: Community Launch Event

Possible events include:

- 5K/10K Race
 - Attracts people across the metro and puts them into the strength of the community: the neighborhoods
- Art and Music Festival
 - Builds on importance of arts to community, and draws active art community
- Coordinated Neighborhood Christmas Lighting Displays
 - Builds sense of community and draws metro residents to visit at leisurely pace

Budget and Schedule

- All activities are dependent on final brand image chosen
- Budget will vary based on chosen event
- Version provided: \$11,120

Thank you.



Item Number: Ordinances and Resolutions:- IX.-A.
Committee Meeting 3/20/2017
Date:



City of Roeland Park
Action Item Summary

Date: 9/16/2016
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin.
Title: **Ordinance No. 941 - Amendment Related to City Code on Signs**
Item Type: Ordinance

Recommendation:

Approve Ordinance 941 regarding sign regulations.

Details:

The Governing Body discussed Ordinance 941 at the Council Workshop meeting on November 7th. Some Council members expressed concern about the new language and how it could cause some interpretation issues with signs currently on the campuses of schools and churches. The language was previously approved by the Planning Commission in August. Rather than rejecting the ordinance in its entirety, the Council recommended returning the item back to the Planning Commission for further consideration.

After further discussion with Councilmembers Rhoades and Janssen, the following recommendations will be submitted to the Planning Commission for consideration on November 22nd. If approved those revisions will come back to the Council for final approval in December.

A revised redlined version of the changes are attached. The changes recommended to the Planning Commission are to consider including the following alteration to the definitions section 16-201 of the City Code.

- (hh) Sign means a name, identification, description, display or illustration which is affixed to, painted or represented directly or indirectly upon a building or other outdoor surface which directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business. Each display surface of a sign or sign face must be considered to be a sign. Provided, however, that the following shall not be considered to be signs: signs located completely within an enclosed building, and not exposed to view from a street; any sign not visible to persons located off the premises from where the sign is located; score boards and related signs on athletic complexes; and bumper stickers that are no larger than eighteen (18) inches in length and five (5) inches in height.

In addition, replacing the term "facility" with the term "building" in section 16-909 (a) - Signs Permitted in All Districts. The intention here is to ensure the code allows signage by building instead of by parcel. The term building is defined in section 16-201(f).

Sec. 16-909. - Signs Permitted In All Districts.

- (a) Churches, synagogues, and other similar places of worship, schools, libraries, community centers, or other public or semi-public buildings shall be allowed two wall signs, with not more than one on each façade. No sign shall have a sign surface area exceeding 25 square feet. In lieu of one of the wall signs, one monument sign shall be permitted. The monument sign shall be located on the premises, be not less than ten feet from the street line, and the sign surface of each sign face shall not exceed 25 square feet in area per face. The height of the sign shall not exceed five feet; provided, that for each two foot setback from the street line in excess of ten feet, one additional foot may be added to the height of the sign to a maximum of eight feet.

These changes are intended to add clarity to the ordinance and prevent possible unintended consequences of regulating signs not visible from off of a campus and athletics related signage.

In addition to the suggested changes outlined above, the Mayor had some additional suggestions to the sign code that would allow additional signs for public and religious institutions with multiple buildings on a single parcel located in a residential zoning district. The redline document of those changes to the city code is attached.

Financial Impact

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

Additional Information

Original Staff Report

The State of Kansas recently approved legislation that prohibits the regulation of political signs on private property or in the right-of-way for streets during the 45-day period prior to an election and two-day period after. However, regulating signs based on content is a violation of federal law. The Council decided to follow the tenants of Federal law and not integrate the state statute. However, in reviewing the City sign code, the City Attorney noticed some additional language that needed to be updated. Primary changes include:

- Adding a definition for Government Sign
- Updating the definition of a Sign to explain what a sign "is not"
- Adding a Definition for Vehicle Sign
- Establishing that sign permit fees shall be set by resolution approved by the Governing Body

Other changes are primarily formatting and grammatical in nature. Attached is the red lined version of the changes to City Code approved by the Planning Commission on August 16th and the proposed Ordinance which incorporates those changes.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

ATTACHMENTS:

Description		Type
	Redlined sign Regulations	Cover Memo
	Mayor's suggested changes-redline	Cover Memo
	Ordinance 941	Ordinance

ARTICLE 9. - SIGN REGULATIONS

Sec. 16-901. - Purpose.

The purpose of this article is to create the framework for a comprehensive and balanced system of content- and viewpoint-neutral regulation of signs to facilitate easy and pleasant communication between people while protecting the First Amendment rights of resident individuals and businesses of the City and preserving and improving the quality of the City's environment by avoiding visual clutter harmful to traffic and pedestrian safety, property values, business opportunities, and community appearance. With these purposes in mind, it is the intent of these regulations:

- (a) To authorize the use of signs that are:
 - (1) Compatible with their surroundings,
 - (2) Appropriate to the activity that displays them,
 - (3) Expressive of the identity of individual activities and the community as a whole, and
 - (4) Legible under the circumstances in which they are seen; and
- (b) To ensure that nonconforming signs are eliminated in the City after a reasonable grace period that allows sign owners to recoup their initial investments in those nonconforming signs.

Sec. 16-902. ~~Findings and Intent; Interpretation.~~

A. Signs obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation. The purpose of this Article is to regulate the size, color, illumination, movement, materials, location, height and conditions of all signs placed on private property for exterior observation, thus ensuring the protection of property values, the character of the various neighborhoods, the creation of a convenient, attractive and harmonious community, protection against destruction of or encroachment on historic convenience to citizens and encouraging economic investment. This Article allows adequate communication through signage while encouraging aesthetic quality in the design, location, size and purpose of all Signs. This Article must be interpreted in a manner consistent with the First Amendment guarantee of free speech. This Article is based on the following legislative intent and findings.

- 1. A sign placed on land or on a building for the purpose of identification, protection or directing persons to a use conducted therein must be deemed to be an integral but accessory and subordinate part of the principal use of the land or building. Therefore, the intent of this Article is to establish limitations on signs in order to ensure that they are appropriate to the land, building or use to which they are appurtenant and are adequate for the intended purpose while balancing the individual and community interests identified above.
- 2. These regulations are intended to promote signs that are compatible with the use of the property to which they are appurtenant, landscape and architecture of surrounding buildings, are legible and appropriate to the activity to which they pertain, are not distracting to motorists, and are constructed and maintained in a structurally sound and attractive condition.
- 3. These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the jurisdictional limits of the City. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth above.

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4. These regulations do not entirely eliminate all of the harms that may be created by the installation and display of signs. Rather, they strike an appropriate balance that that preserves ample channels of communication by means of visual display while still reducing and mitigating the extent of the harms caused by signs.
5. These regulations are not intended to and do not apply to signs erected, maintained or otherwise posted, owned or leased by the federal government, the State of Kansas, Johnson County, or this City. The inclusion of "government" in describing some signs does not intend to subject the government to regulation, but instead helps illustrate the type of signs that falls within the immunities of the government from regulation.
6. Many signs are intended to be temporary in nature, and so do not meet the regular structural and installation requirements necessary to prevent them from being affected by weather and other natural forces and present a potential hazard to persons and property. Severe weather conditions include, but are not limited to, thunderstorms with accompanying high winds, tornadoes, ice accumulation, and flooding, and are characteristic of local weather conditions.
8. The primary purpose of signs unrelated to traffic and placed along a roadway is to attract the attention of drivers and distract them from their primary responsibility of constant attention to traffic and road conditions. This concern is especially acute in residential areas where young children present a significant potential hazard for drivers.
9. Signs inherently are out of keeping with their surroundings; they are intended to attract attention. Their purpose fails if they meld into the landscape. As such, they are a visual blight where the visual clutter of signs is at odds with the City's policy to make structures blend into the topography and be compatible with their natural surroundings.
10. Signs have an adverse effect on the aesthetic quality of a City, and thus risk depreciating property values. This potential adverse effect conflicts with the City's policy to enhance the quality of life through other land use regulations.
11. Residents are virtually captive audiences of signs displayed by neighbors; signs are an intrusion into residential privacy and interfere with the enjoyment of a resident's property because the vista from the resident's property may become so marred by the clutter of signs that the resident cannot successfully avoid observing the sign clutter.

Sec. 16-903. - Definitions.

- (a) A-frame or sandwich sign means any sign supported from the ground utilizing one or more rear supporting braces, in which the combination of the sign and supports forms the letter "A," in the manner of a artist's easel.
- (b) Abandoned sign means any sign on any building, structure or premises that has been vacated for a six month period of time.
- (c) Attention-attracting device means a device with flashing, blinking, rotating, twirling or moving action, a changeable copy sign on which the message changes more than eight times per day, but not including a search light, or a balloon or an air or gas filled object designed or intended to attract the attention of the public to an establishment or to a sign.
- (d) Backlighted sign means any sign that displays direct or indirect light from the back of that sign through a transparent, translucent or open material.
- (e) Banner means any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one or more edges. National, state or municipal flags, or the official flag of any institution or business shall not be considered a banner.

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Deleted: The governing body hereby finds that: ¶
(a) . Sign regulations may impact First Amendment rights and that these rights are important constitutional rights that must be protected; ¶
(b) . Unregulated signage has direct and secondary effects that are harmful to the safety and general welfare of the City as a whole and to its individual citizens; ¶
(c) . These direct and secondary effects result from the visual clutter that occurs as a result of the unregulated installation and lack of maintenance of signs; ¶
(d) . These direct and secondary effects include harm to traffic and pedestrians' safety, depreciation of property values within the City, decreased business opportunities for individual and business residents of the City (resulting in decreased sales, property and other tax revenues that are necessary to provide an adequate level of public service to City residents), community blight, and an overall less pleasing community appearance; ¶
(e) . Because of these direct and secondary effects, the City has a compelling interest in regulating signs within the City; ¶
(f) . For the most part, these regulations are content- and viewpoint-neutral, reasonable time, manner and place restrictions that directly advance the City's stated interests; ¶
(g) . To the extent that certain provisions of these regulations are content-based, they are intended to further compelling governmental interests; ¶
(h) . The scope of the regulations is proportionate to the interests served and narrowly tailored to achieve the desired objective; ¶
(i) . A direct nexus exists between the desired City's goals and the means chosen in these regulations to achieve its desired goals; ¶
(j) . The goals of the ordinance from which this article is derived cannot be fully achieved if existing signs, which do not conform to the regulations contained herein, are allowed to remain as they exist on the effective date of said ordinance for an unlimited amount of time; therefore, a grace period of five and one-half years is hereby established to allow the owners of existing, nonconforming signs a reasonable period of time to conform these signs to the provisions of this article or remove them, which grace period shall end on November 25, 1999; ¶

- (f) Building inspector means the building official of the City of Roeland Park, Kansas, or other designated authority charged with the administration or enforcement of the provisions of this article, or his or her duly authorized representatives.
- (g) Canopy sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.
- (h) Changeable copy sign means a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the sign surface.
- (i) Code means the Code of the City of Roeland Park, Kansas, as hereinafter amended.
- (j) Commercial sign means any sign that directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.
- (k) Curb line means the line at the face of the curb nearest to the street or roadway. In the absence of a curb, the curb line shall be established by the Building Inspector.
- (l) Detached sign means a sign located on the ground or on a structure located on the ground and not attached to a building.
- (m) Directional sign means any sign that provides direction for the safe and efficient flow of vehicular or pedestrian traffic on a property, and shall include signs marking entrances, exits, parking areas, loading areas or other operational features of the premises.
- (n) Directly illuminated sign means any sign the source of illumination of which is exposed to the human eye, such as, but not limited to, an incandescent bulb or fluorescent tube.
- (o) Government sign means a sign that is constructed, placed, or maintained by the federal, state or local government, or a sign that the federal, state or local government requires a property owner to construct, place or maintain either directly or to enforce a property owner's rights, including, but not limited to, traffic control devices, parking control signs, street identification signs, warning signs, legal postings and signs prohibiting or controlling access to property.
- (p) Holiday decorations means displays erected on a seasonal basis in observance of religious, national or state holidays that are not intended to be permanent in nature and that do not constitute commercial signs.
- (q) Indirectly illuminated sign means any sign that is partially or completely illuminated at any time by a light source that is a shielded so as to not be visible at eye level.
- (r) Marquee means any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed, and constructed to provide protection from the weather.
- (s) Marquee sign means any sign attached to, or in any manner made a part of a marquee.
- (t) Monument sign means a detached sign the width of which is a minimum of one and one-half times the width of the widest part of sign surface and the base of which consists of two or more supports and the height of the base is not more than two feet above the average grade of the ground. The base of a monument sign shall be architectural in nature and utilize materials consistent with the design of the building it is identifying.
- (u) Neon sign means a directly illuminated sign for which the light source is luminescent gas.
- (v) Non-affixed sign means any sign that is not permanently affixed to a building, structure or the ground.
- (w) Noncommercial sign means any sign that is not a commercial sign.
- (x) Nonconforming sign means any sign that does not comply with the sign provisions of this article or any other applicable provision of the Code.

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Deleted: Identification sign means any sign or set of numerals or letters that denotes a principal building's location with respect to streets or to those home or buildings around the principal building.

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Deleted: Legal posting means any sign intended to convey a legal right or restriction on a property, such as a "no trespassing" sign; a sign intended to warn the public of a bona fide danger on the property, such as a "beware of dog" sign; or a sign placed by order of a court or by a government official in the normal course of their duties. ¶

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Deleted: Name plate sign means any single-faced, non-illuminated wall sign that displays only the name and/or occupation of the person or persons occupying space in a building. Name plate signs may be incorporated within a wall sign, and shall otherwise be subject to regulations restricting wall signs. ¶

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(y) Outdoor advertising sign means any sign advertising or directing attention to a name, a business, product, development, project, or service that is offered, manufactured, or sold at a location other than the premises upon which the sign is situated (commonly known as a billboard).

(z) Pole or pylon sign means a detached sign supported by uprights, braces, columns, poles, or other vertical members that are not attached to a building.

(aa) Portable sign means any sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to an A-frame or sandwich sign; balloons or other gas or air filled objects used as commercial signs; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless that vehicle is used in the normal day-to-day operations of the business.

(bb) Projecting sign means any sign located on the face of the building extending more than one foot from the face of the building to which it is attached.

(cc) Public property, for the purposes of this article only, means:

- (1) Any public building or premise owned by a governmental entity;
- (2) Any sidewalk, public bridge, crosswalk, curb, paved portion of any street or highway, or the median strip of any divided street or highway;
- (3) The unpaved area between the street lines of any street adjacent to a tract of land owned or leased by a governmental entity;
- (4) Any street sign or any traffic sign or signal;
- (5) Any telephone, telegraph, electric wire, power, street lamp post or any other utility pole or line, or any fire hydrant;
- (6) Any tree or other vegetation on public property, including without limitation those in between the street lines of a public street; and
- (7) Any public park, open space area, bench, drinking fountain, or other property owned or leased by a governmental entity and used for governmental purposes.

(dd) Roof sign means any sign erected, constructed and maintained fully upon or over the roof or parapet of a building or structure and having the roof or parapet as its principle means of support.

(ee) Semi-illuminated sign means any sign located on a building face that is uniformly illuminated over the sign surface by use of electricity or other artificial light.

(ff) Sight distance triangle means the two areas on all corner lots within the triangles formed by a short leg 15 feet long and a long leg 140 feet, both distances measured along the curblane or edge of the pavement.

(gg) Sign means a name, identification, description, display or illustration which is affixed to, painted or represented directly or indirectly upon a building or other outdoor surface which directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business. Each display surface of a sign or sign face must be considered to be a sign. Provided, however, that the following shall not be considered to be signs: signs located completely within an enclosed building, and not exposed to view from a street; any sign not visible to persons located off the premises from where the sign is located; score boards and related signs on athletic complexes; and bumper stickers that are no larger than eighteen (18) inches in length and five (5) inches in height.

(hh) Sign alteration means the replacement, enlargement, reduction, reshaping, changing or adding to a sign, or sign structure or other supporting members.

(ii) Sign maintenance means the normal care and minor repair necessary to retain a safe, attractive and finished sign, sign surface or sign structure. Changing copy or a logo on a sign surface without

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Deleted: Official sign means any sign installed or erected by a governmental body or agency or by a public utility such as traffic signs, signals, regulatory devices or warnings; signs designating properties or structures officially designated by the federal, state or local government as being of historical significance; or other similar signs.

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Deleted: any framed, bracketed, free-form, or engraved surface, and the support therefor, that is fabricated to create words, numerals, figures, devices, designs, trademarks, or logos, and that is mounted on or affixed to a building, structure, or the ground, and that is visible to persons not located on the premises where the sign is located, with the purpose of attracting the attention of these persons or communicating information to them.

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increasing sign dimensions shall be considered sign maintenance if the information, product or service depicted remains the same and if the sign is to serve the identical establishment using the same business firm name as before the change.

(jj) Sign refacing means changing or replacing the words, numerals or other aspects of the sign surface to serve a different establishment or business, or to create a substantially different visual effect without alternating, moving or replacing the sign, sign structure, or sign surface.

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(kk) Sign structure means the support, poles, upright bracing or brackets and framework for any sign that is mounted on or affixed to a building, structure or the ground.

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(ll) Sign surface means the entire area within a square, circle, rectangle, triangle or combination thereof that encompasses the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including the sign structure.

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(mm) Snipe sign means any sign made of material such as cardboard, paper, pressed wood, plastic or metal that is attached to a fence, window, tree, utility pole or temporary structure or any sign that is not securely fastened to a building or structure or firmly anchored to the ground.

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(nn) Street line means the dividing line between the street right-of-way and the abutting property.

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(oo) Temporary sign means any sign intended to be displayed for a limited period of time on public or private property; is typically constructed from nondurable materials, including paper, cardboard, cloth, plastic or wallboard; and does not constitute a structure subject to the Building Code.

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(pp) Temporary wall sign means any sign attached to and erected parallel to and within one foot of the face or wall of a building and intended to be displayed for a limited period of time; typically constructed from nondurable materials, including paper, cardboard, cloth, plastic or wallboard; and does not constitute a structure subject to the Building Code.

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(qq) Two-faced sign means a sign with two sign faces and where the angle of separation of the faces is not greater than 135 degrees.

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(rr) Vehicle sign means a sign attached to or displayed upon a motor vehicle.

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(ss) Wall means the exterior or surface of a building or structure. For the purposes of the sign provisions of this article, walls shall include mansard-type or sloped-roof structures.

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(tt) Wall bulletin means any sign painted on a wall or a painted sign or poster that is attached to but does not project more than 12 inches from the building or structure.

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(uu) Wall sign means any sign attached to and erected parallel to and within one foot of the face or wall of a building, including wall bulletins.

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(vv) Window sign means any sign that is placed on the inside of a window or upon the windowpanes and is visible from the exterior of the window.

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(ww) Yard sign means a non-illuminated sign constructed of durable materials that is supported by one or more uprights, posts, or bases placed upon or affixed in the ground and not attached to any part of a building.

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Sec. 16-904. - Regulations Generally.

Other than lawful nonconforming signs, no signs shall be permitted in any zoning district of the City except in accordance with these provisions.

Sec. 16-905. - Computations.

The following principles shall control the computation of sign surface area and sign height.

- (a) Computation of sign surface area of individual signs. The area of a sign surface (that is also the sign area of a wall sign or any or other sign with only one face) shall be computed by measuring the area of the smallest circle, square, rectangle, triangle or combination thereof that will encompass the extreme limits of the writing, representation, emblem or other display, together with any material or color forming integral part of the background of the sign or used to differentiate the sign from the backdrop or sign structure against which it is placed, but not including the sign structure or decorative fence or wall between the fence or wall otherwise meet zoning ordinance regulations and that is clearly incidental to the display itself.
- (b) Computation of area of multi-face signs. The sign surface area for a sign with more than one face shall be computed by adding together the area of all sign surfaces on the sign.
- (c) Computation of height. The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lowest of (a) existing grade prior to construction, or (b) the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the zoned lot, whichever is lower.

Sec. 16-906. - Prohibited Signs.

The following types of signs shall be prohibited, except where specifically permitted in this article:

- (a) Any sign that is not otherwise included as a type of sign authorized hereby.
- (b) Any sign that prevents free ingress to or egress from any door, window, or fire escape.
- (c) Any sign that obstructs the view within the sight distance triangle of a street intersection or that interferes with the view necessary for motorists to proceed safely through intersections or to enter onto or exit from public or private streets.
- (d) Any outdoor advertising sign.
- (e) Any non-affixed sign.
- (f) Any roof sign, banner, portable sign, pennant, searchlight, A-frame or sandwich sign, snipe sign.
- (g) Any directly, indirectly or semi-illuminated sign and neon sign.
- (h) Pole or pylon signs.
- (i) Any sign located on public property.
- (j) Any sign that, by reason of its size, location, movement, content, coloring, or manner of illumination, may be confused with or construed as a traffic-control sign, signal or device, or the light of an emergency vehicle or that hides from view any traffic or street sign or signal or device.
- (k) Any sign giving false statements concerning zoning or land use.
- (l) Any abandoned sign.
- (m) Any sign containing a message that is obscene, as that term is defined in K.S.A. 21-4301(c), and any amendments thereto.
- (n) Any sign containing false or misleading advertising.
- (o) Any changeable copy sign, except on churches, public or private schools, or public buildings, theater listing signs, and service station price signs.
- (p) Attention-attracting devices.

Sec. 16-907. - Sign Permit Required; When; Application Procedures.

- (a) Except as otherwise provided in section 16-908, no sign shall be installed, erected or set in place, nor shall any sign alteration or sign refacing occur, until a sign permit has been issued by the Building Inspector and until a sign permit fee in an amount established by resolution adopted by the Governing Body is paid.
- (b) Any person desiring to erect a sign for which a permit is required shall submit an application to the City Clerk on a form provided by the City that shall contain the following information:
- (1) Name, address and telephone number of the applicant;
 - (2) Location of building, structure or lot to which or upon which the sign is to be attached or erected;
 - (3) Position of the sign in relation to nearby buildings or structures, streets and sidewalks;
 - (4) Drawing of the sign and specifications describing the sign;
 - (5) Length of time the sign will be displayed;
 - (6) Written consent of the owner of the building, structure or land to which or on which the sign is to be attached or erected, including the owner's address and phone number;
 - (7) Other information as the City Clerk and/or Building Inspector shall require to show full compliance with this article and all other provisions of the Code.
- (c) When the sign permit application is complete, the City Clerk shall forward the application to the Building Inspector. It shall be the duty of the Building Inspector, upon receipt of the application, to review the application and to conduct other investigations as is necessary to determine the application's accuracy. If the applicant has provided the information requested in the application, the information is accurate and it appears that the proposed sign will comply with this article and all other applicable provisions of the Code, the Building Inspector shall issue a sign permit. All issued sign permits shall contain the number of the permit and the date the permit is issued. If the Building Inspector determines that the proposed sign is not in compliance with all requirements of the Code, the Building Inspector shall notify the applicant in writing that the requested permit will not be issued, state in the notice the reasons for the denial, and inform the applicant of his or her right to appeal the Building Inspector's determination to the Board of Zoning Appeals. The Building Inspector shall either issue or deny the sign permit within 30 days of the date the City Clerk receives the application for the permit. If, on the 30th day after the City Clerk received the application, the application is not complete, the Building Inspector shall deny the requested permit.
- (d) Any person aggrieved by the denial of an application for a sign permit by the Building Inspector may appeal the Building Inspector's refusal to the Board of Zoning Appeals by giving written notice to the City Clerk not later than 20 days after notice of the Building Inspector's refusal to issue the requested sign permit. In any appeal, the Board of Zoning Appeals shall review the action of the Building Inspector at its next regularly scheduled meeting, but not later than 30 days after notice of appeal is received by the City Clerk, and if it determines that the action of the Building Inspector was incorrect, shall order the issuance of the permit under the terms and conditions as are appropriate.
- (e) In certain instances, as specifically designated in these regulations, the Planning Commission shall consider and approve or deny sign permit applications. In this instance, the Building Inspector shall not issue a sign permit unless the Planning Commission has first approved the subject sign permit application. The Planning Commission shall consider the sign permit application within the time frames set forth hereinabove for the Building Inspector to either issue or deny the sign permit. If the Planning Commission denies the sign permit application, the applicant may appeal the Planning Commission's denial to the Governing Body by giving written notice to the City Clerk not later than 20 days after the Planning Commission's denial. The applicant shall be provided written notice of the Planning Commission's consideration of the sign permit application and the Governing Body's review of the applicant's appeal of the Planning Commission's denial, if the appeal is requested. The Governing Body shall consider the sign permit applicant's appeal at its next regularly scheduled meeting and the time frame for the Building Inspector to issue or deny the sign permit shall be deferred until two working days after the Governing Body has heard the sign permit applicant's appeal.

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- (f) All rights and privileges acquired pursuant to this article, or any amendment hereto, are mere licenses and are revocable at any time by the City for cause, and all permits shall contain this provision.

Sec. 16-908. - Signs Excluded From Sign Permit Requirement.

The following signs are not required to obtain a permit, however, these signs shall otherwise comply with this article and all other applicable provisions of the City Code.

- (a) Sign maintenance.
- (b) Directional signs.
- (c) Holiday decorations.

(d) Window signs.

(e) Flags, pennants or insignia of any governmental body, public or private school, church, synagogue or other place used primarily for worship, community centers, or other public, semi-public, or civic organizations or other similar noncommercial entity, when not displayed in connection with a commercial promotion or as an advertising device, and; provided that, not more than three flags, pennants or insignia shall be displayed on any building, structure or premises.

(f) Integral decorative or architectural features of buildings, so long as these features do not contain letters, trademarks, moving parts or lights.

(g) Decorative landscape markers, which may include logos or trademarks.

(h) Signs on or adjacent to doors at the rear of commercial or industrial buildings displaying only the names and addresses of the occupants. Where multiple tenants share the same rear door, the sign may display the name and address of each tenant. These signs shall not exceed four square feet.

(i) Vehicle signs where the motor vehicle is not primarily used as a sign.

(j) Temporary signs.

(k) Government signs.

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(e) . Identification signs.¶
(f) . Legal postings.¶
(g) . Name plate signs.¶
(h) . Official signs.¶

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Sec. 16-909. - Signs Permitted In All Districts.

- (a) Churches, synagogues, and other similar places of worship, schools, libraries, community centers, or other public or semi-public buildings shall be allowed two wall signs, with not more than one on each façade. No sign shall have a sign surface area exceeding 25 square feet. In lieu of one of the wall signs, one monument sign shall be permitted. The monument sign shall be located on the premises, be not less than ten feet from the street line, and the sign surface of each sign face shall not exceed 25 square feet in area per face. The height of the sign shall not exceed five feet; provided, that for each two foot setback from the street line in excess of ten feet, one additional foot may be added to the height of the sign to a maximum of eight feet.
- (b) One directional sign shall be permitted at each entrance to a building site. These signs may be a pole or pylon sign, single- or two-faced and shall not exceed three feet in height, and four square feet of sign surface per face. These signs may indicate entrances, exits, addresses, direction of traffic-flow and the location of loading docks, parking areas, delivery doors, drive-through lanes and similar facilities. The sign shall be located on the premises and shall be set back from the street line a minimum of five feet.
- (c) Official governmental jurisdiction flags, including flags indicating weather conditions, and flags that are emblems of religious, charitable, public and nonprofit organizations. No flag shall exceed 50 square feet in area.
- (d) Noncommercial signs, provided that these signs shall conform to all sign surface and sign type area, height, setback, location, construction and maintenance requirements applicable to all other signs in the zoning district in which the noncommercial sign is located as set forth in this article or any other

applicable provisions of the Code. No sign shall be displayed on private property without the written consent of the owner or occupant of the property on which the sign is displayed.

(e) Although these regulations do not apply to signs constructed, placed or maintained by federal, state or local governments, these regulations clarify that government signs which form the expression of that government are allowed in every zoning district and include the signs described and/or required in the following subsections 1 through 4, when erected and maintained pursuant to law.

1. Traffic control devices on public or private property must be erected and maintained so as to comply with the Manual on Uniform Traffic Control Devices adopted by the Kansas Secretary of Transportation pursuant to K.S.A. 8-2003, and amendments thereto. Because these regulations do not apply to the federal, state or local governments, a failure to comply with this provision by those governments does not constitute evidence of negligence or form the basis for a cause of action.

2. Each property owner shall mark their property using numerals that identify the address of the property so that public safety agencies can easily identify the address from the public street. Where required under this Code or other law, the identification must be on the curb or the principal building on the property. When located on a building, the size and location of the identifying numerals and letters, if any, must be proportional to the size of the building and the distance from the street to the building. In cases where the building is not located within view of the public street, the address identification must be located on a mailbox or other suitable display in the front yard that is visible from the street.

3. Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger, to restrict access to the property either generally or specifically, or to advise of the existence of security systems, the owner must comply with the federal, state or local regulation to exercise that authority by posting a sign on the property. If the federal, state or local regulation describes the form and dimensions of the sign, the property owner must comply with those requirements. Otherwise, when the form and dimensions are not defined, and it is located on a building, fence or other structure, the sign and location of the warning sign must be proportional to the size of the structure and the distance from the street, but in no case larger than one and a half (1.5) square feet. A warning sign may also be installed in a place on the property to provide access to the notice that is required to be made, but in no case shall the sign be larger than one and a half (1.5) square feet and shall be set back a minimum of five (5) feet from the street line.

4. Official notices or advertisements may be posted or displayed by or under the direction of any public or court officer in the performance of official or directed duties. If the federal, state or local regulation describes the form and dimensions of the office notice or advertisement, the property owner must comply with those requirements; otherwise, when not defined, the sign shall be no larger than six (6) square feet and located on a place on the property to provide access to the notice that is required to be made. Provided, that all such signs must be removed by the property owner not more than ten (10) days after their purpose has been accomplished or as otherwise required by law.

The signs described in subsections 1 through 4 above are an important component of measures necessary to protect the public safety and serve the compelling governmental interests of protecting the public and traffic safety, complying with legal requirements, serving the requirements of emergency response and protecting property rights or the rights of persons on property.

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Sec. 16-910. - Signs Allowed in the Single-Family Residence, Duplex Residence and Multi-Residence Districts.

- (a) One yard sign is permitted on any lot. The sign shall have a sign surface not more than six square feet in area with a maximum height of six feet, and shall be set back a minimum of five feet from the street line.
- (b) An unlimited number of window signs is permitted. The sign surface of any single window sign shall not exceed three square feet.
- (c) Three temporary signs are permitted on any lot. All temporary signs shall have a sign surface no larger than three square feet, shall be no more than two and one-half linear feet wide, and with a maximum height of three and one-half feet above grade. All temporary signs shall be set back a minimum of five feet from the street line. No temporary sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant or any type of street furniture, or otherwise create a hazard, including a tripping hazard. Temporary signs shall not be posted on trees or utility poles. No temporary sign shall be illuminated or painted with light-reflecting paint. A temporary sign may be posted for so long as it remains in good condition. Once a temporary sign is tattered or otherwise is no longer in good condition, it shall be removed or replaced. If the Building Inspector determines that a temporary sign is not in good condition, the property owner shall be notified of that determination and shall remove or replace the sign within three days of such notification. Signs which are not removed or replaced within three days of such notification shall be deemed a nuisance and shall be subject to abatement in accordance with the provisions of Chapter VIII, Article 3, of the Code. The Building Inspector's determination that a temporary sign is not in good condition may be appealed to the Board of Zoning Appeals. Any appeal to the Board of Zoning Appeals shall stay any abatement proceedings during the time the matter is pending before the Board of Zoning Appeals.

Sec. 16-911. - Signs Permitted In Commercial and Industrial Districts.

- (a) To the extent that a residential land use is permitted in a commercial or industrial zoning district, signs for a residential land use shall be permitted as in the single-family, duplex residential and multi-residence districts.
- (b) In all commercial and industrial districts, one window sign is permitted in lieu of any sign permitted by this article, provided that, the window sign shall not have a sign surface exceeding eight square feet.
- (c) In all commercial and industrial districts, one temporary sign is permitted on any developed lot. All temporary signs shall have a sign surface no larger than three square feet, shall be no more than two and one-half linear feet wide, and with a maximum height of three and one-half feet above grade. All temporary signs shall be set back a minimum of five feet from the street line. No temporary sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant or any type of street furniture, or otherwise create a hazard, including a tripping hazard. Temporary signs shall not be posted on trees or utility poles. No temporary sign shall be illuminated or painted with light-reflecting paint. A temporary sign may be posted for so long as it remains in good condition. Once a temporary sign is worn or otherwise is no longer in good condition, it shall be removed or replaced. If the Building Inspector determines that a temporary sign is not in good condition, the property owner shall be notified of that determination and shall remove or replace the sign within three days of such notification. Signs which are not removed or replaced within three days of such notification shall be deemed a nuisance and shall be subject to abatement in accordance with the provisions of Chapter VIII, Article 3, of the Code. The Building Inspector's determination that a temporary sign is not in good condition may be appealed to the Board of Zoning Appeals. Any appeal to the Board of Zoning Appeals shall stay any abatement proceedings during the time the matter is pending before the Board of Zoning Appeals.
- (d) One yard sign is permitted on any lot. The sign shall have a sign surface not more than six square feet in area with a maximum height of six feet, and shall be set back a minimum of five feet from the street line.
- (e) In all commercial and industrial districts, one temporary sign is permitted on any undeveloped lot. No temporary signs shall exceed eight feet in height or have a sign surface larger than 32 square feet of sign surface per face. Temporary signs shall have a maximum of two faces, and shall be set back at least 20 feet from the street line. No temporary sign shall be located closer than 50 feet from any

residentially zoned property. A temporary sign shall be removed prior to the issuance of a certificate of occupancy. A temporary sign is permitted for as long as it remains in good condition. Once a temporary sign is worn or otherwise is no longer in good condition, it shall be removed or replaced. If the Building Inspector determines that a temporary sign is not in good condition, the property owner shall be notified of that determination and shall remove or replace the sign within three days of the notification. Temporary signs that are not removed or replaced within three days of the notification shall be deemed a nuisance and shall be subject to abatement in accordance with the provisions of Chapter VIII, Article 3. The Building Inspector's determination that a temporary sign is not in good condition may be appealed to the Board of Zoning Appeals. Any appeal to the Board of Zoning Appeals shall stay any abatement proceedings during the time the matter is pending before the Board of Zoning Appeals.

- (f) In all commercial and industrial districts, one temporary wall sign is permitted in lieu of any sign permitted by this article, provided that, the wall sign shall not have a sign surface exceeding seven percent of the area of the wall upon which it is mounted.
- (g) Office building and planned office building districts.
 - (1) In the office building and planned office building districts, not more than three wall signs shall be permitted on each office building, no more than one sign on any façade. No sign shall have a sign surface area exceeding seven percent of the area of the wall upon which it is mounted.
 - (2) In lieu of the wall signs, one monument sign for each building shall be permitted. The sign shall not exceed five feet in height and the sign surface shall not exceed 50 square feet per face if located at least ten feet from the street line of public street or private street curb line. For each additional two foot setback from the street line of a public street or a private street curb line over ten feet, one additional foot may be added to the height of the sign to a maximum of ten feet. If not sitting within the landscaped setback, the sign base shall be located within a curbed landscaped area, extending a minimum of three feet on all sides of the sign base.
 - (3) In lieu of one wall sign, one marquee sign or one canopy sign shall be permitted. The sign shall be first approved by the Planning Commission.
- (h) Retail business and planned restricted business districts.
 - (1) In retail business and planned restricted business districts, wall signs as indicated above for office building and planned office building districts shall be permitted except that these signs shall be allowed for each business or commercial establishment in a multi-tenant building and shall be located on the façade of the tenant space. These signs may be indirectly illuminated or semi-illuminated, but shall not extend above the height of the wall upon which they are mounted, and any wall bulletin shall not be larger than ten square feet in area. In addition, one non-illuminated wall sign, with a sign surface not more than six square feet, may be placed at each major entrance to a multi-tenant building.
 - (2) In lieu of one of the wall signs, one monument sign for each building shall be permitted. The sign shall not exceed five feet in height and the sign surface shall not exceed fifty square feet per face if located at least ten feet from the street line of a public street or private street curb line. For each additional two foot set back from the street line of a public street or private street curb line over ten feet, one additional foot may be added to the height of the sign, to a maximum of ten feet. If not sitting within the landscaped setback, the sign base shall be located within a curbed landscaped area, extending a minimum of three feet on all sides of the sign base.
 - (3) In lieu of one wall sign, one projecting sign of the same area as the wall sign replaced shall be permitted, provided that no projecting sign shall extend more than three feet from the face of the building or one-third of the sidewalk width from the wall of the supporting building, whichever is less. The lower edge of a projecting sign shall be no closer than ten feet to any sidewalk or 14 feet to any street or alley surface where vehicles may pass below. The upper edge of a projecting sign shall neither stand vertically above the eave line of a single structure nor above the second-story sill line of a multi-story structure. All projecting signs shall be attached at right angles to the supporting structure and may be anchored no more than six inches from the structure.

- (4) In lieu of one wall sign, one neon sign shall be permitted, with a sign surface not exceeding ten square feet. Any neon sign located within the building and within 48 inches of any window or door and visible from outside of the building shall constitute the neon sign allowed in lieu of a wall sign. Retail liquor stores so licensed by the Kansas Division of Alcoholic Beverage Control using a neon sign shall be further limited to a sign that has a border, lettering, figure or design of the sign or tubing that is not more than four inches high or three inches wide, restricted to lines that shall be not more than one inch apart, only one line shall be allowed to be in excess of three feet in length, and any border shall not allow the sign surface to exceed ten square feet. Any retail liquor store sign shall be located on the corner of a window or on the door. In addition, retail liquor stores shall be allowed to use interior neon tubing to partially or fully outline a window or windows providing that neon tubing does not flash, blink, rotate or move. The neon border shall not be permitted to be wider than a maximum of four inches. In measuring the area of the sign or tube, a rectangle shall be constructed from the highest, lowest and widest points where the sign or tube exists, and the area shall be calculated to include all that area within the rectangle. In no event shall a neon sign be used on any façade of the main structure except as otherwise provided herein. No neon signs shall blink, flash or otherwise be used to display intermittent lighting sequences or to simulate motion. Neon signs shall be installed, wired and inspected in accordance with the National Electrical Code, as it may be amended.
- (5) In lieu of one wall sign, one marquee sign or one canopy sign shall be permitted. The sign shall be first approved by the Planning Commission. If a development plan is required for the use, the marquee sign or canopy sign shall be approved at the time of final development plan approval.
- (6) Drive-through restaurants and car washes may have two single-faced signs located in conjunction with a drive-through lane. The sign shall not exceed eight feet in height or 32 square feet of sign surface per face.
- (7) In the case of a shopping center designated as one unified entity and consisting of one or several attached or free-standing buildings, one indirectly or semi-illuminated monument sign, in addition to all other authorized signs may be permitted. The monument sign shall not exceed five feet in height, with the sign surface not exceeding 50 square feet per face if located ten feet from the street line of a public street or private street curb line. For each additional two foot setback from the street line of a public street or private street curb line, one additional foot may be added to the height of the sign to a maximum of ten feet. If not sitting within the landscaped setback, the sign base shall be located within a curbed landscaped area, extending a minimum of three feet on all sides of the sign base.
- (8) Except in the case of a shopping center designated as one unified entity and consisting of one or several attached or free-standing buildings, one indirectly or semi-illuminated monument sign shall be permitted in lieu of one wall sign for each commercial building, which sign shall conform to the height, size and setback requirements applicable to monument signs in the office building, and planned office building districts.
- (9) Banners may be used as architectural or decorative accessories in shopping centers provided they are generally uniform throughout a group of shops, and in harmony with the architectural theme of the center. No banner shall be installed unless its location and design have first been approved by the Planning Commission.
- (i) Planned General Business and Planned Industrial Park District.
- (1) Each business establishment shall be permitted not more than three indirectly or semi-illuminated wall, marquee or canopy signs, not more than one on each business façade. The sign surface of any such sign shall not exceed seven percent of the total area of the façade upon which it is placed. Wall signs shall not extend above the height of the wall. Marquee and canopy signs shall not extend more than six inches beyond the front of the marquee or canopy on which they are located, above the height of the wall on which the marquee or canopy is mounted, and their lower edge shall be no closer than ten feet to any sidewalk or 14 feet to any street or alley surface where cars may pass below. The sign surface of any wall sign shall not exceed ten square feet.

In addition, one non-illuminated wall sign, with a sign surface not exceeding six square feet, may be placed on each major entrance to a multi-tenant building.

- (2) In lieu of one of the above signs, one projecting sign shall be permitted for each establishment provided that the sign surface of the projecting sign shall not exceed seven percent of the total area of the façade upon which it is attached, shall not extend more than three feet from the face of the building or one-third of the sidewalk width, whichever is less, above the roof level of the building where the sign is located, and the sign's lower edge shall be no closer than ten feet to any sidewalk or 14 feet to any street or alley surface where cars may pass below.
- (j) Drive-through restaurants and car washes may have two single-faced signs located in conjunction with a drive-through lane. Each sign shall not exceed eight feet in height or 32 square feet of sign surface per face.

Sec. 16-912. - Additional Regulations Applicable to All Districts.

- (a) For any sign authorized in any zoning district, a noncommercial message may be substituted for any allowed commercial message or any other allowed noncommercial message, provided that the sign is legal without consideration of message content. If the sign is one for which no sign permit is required, the message substitution may be made without additional approval. The purpose of this provision is to prevent inadvertent favoring of commercial speech over noncommercial speech, or favoring of any particular noncommercial message over any other noncommercial message. This provision does not allow for the substitution of an offsite commercial message in place of an onsite commercial message.
- (b) All signs shall be of sound structural quality, be maintained in good repair and have a clean and neat appearance. Land adjacent to these signs shall be kept free from debris, weeds and trash.
- (c) No part of any sign shall be located closer than ten feet from a side or rear property line.
- (d) Any backlighted sign or backlighted canopy, marquee or panel shall comply with all federal, state and local laws concerning the placement, dimensions, materials or other regulations controlling these signs; provided, however, that the dimensions of a backlighted sign or backlighted canopy, marquee or panel shall be measured by constructing a rectangle for the highest, lowest and widest points of the object, display or surface that displays a light source, except that the opaque surfaces immediately related to or a part of that same sign or panel shall also be calculated in the dimensions of the sign. Provided further, in calculating the dimensions of a continuous panel which spans at least 80 percent of any one façade or a single common structure with multi-tenants, the continuous opaque areas between, over and below the lighted area for these independent operations shall not be calculated to determine the dimensions of the signs, canopies, marquees, or panels. Up to 25 percent of the surface of any face of any marquee, facade, or wall may be backlighted so long as it is ornamental or decorative in purpose and does not employ any business and/or company logo, trademark, or pattern exclusive to a business and/or company. Similarly, canopies may be backlighted to the extent of 25 percent of the wall area to which they are attached. The backlighted area shall be in addition to signage areas otherwise allowed.
- (e) The background panel of all semi-illuminated signs shall be opaque, with only the lettering illuminated.

Sec. 16-913. - Service Stations.

Service stations shall be permitted the following signs:

- (a) One non-illuminated, indirectly illuminated or semi-illuminated monument sign provided the sign is not closer than 50 feet to any boundary of a residential district. The sign shall not exceed ten feet in height nor 70 square feet in sign surface area per face. If not sitting within the landscaped setback, the sign base shall be located within a curbed landscaped area, extending a minimum of three feet on all sides of the sign base.
- (b) No more than two signs that display fuel prices shall be permitted. These signs may be monument or wall signs, indirectly illuminated or semi-illuminated signs, but shall not exceed 15 square feet in sign surface area each.

- (c) Each fuel pump island may have a sign on each end not exceeding four square feet in area each.
- (d) A maximum of two indirectly or semi-illuminated signs. These signs shall not exceed one square foot in area each.
- (e) A maximum of two additional non-illuminated signs not to exceed six square feet in area and to be mounted not to exceed four feet in height shall be allowed.

Sec. 16-914. - Signs Permitted In Conjunction With Special Use Permits.

- (a) In the case of uses authorized by a special use permit, all signs in conjunction therewith shall be approved by the planning commission, except where private sign criteria, in accordance with section 16-915, have been previously approved for development.
- (b) In reviewing and approving the signs, the planning commission shall take into consideration:
 - (1) The use of the facility;
 - (2) The height of the building;
 - (3) The surrounding land uses and zoning districts;
 - (4) The relationship of the site to public streets and the type of public street; and
 - (5) The topography of the site. Where appropriate, the sign regulations of the underlying zoning district or the most analogous zoning district shall be allowed.

Sec. 16-915. - Private Sign Criteria.

All hotels and motor hotels, and shopping centers business parks, office parks or industrial parks shall be required to prepare a set of sign criteria governing all exterior signs in the development. The criteria shall be binding upon all subsequent purchasers or lessees within the development. The size, colors, materials, styles of lettering, appearance of logos, types of illumination and location of signs shall be set out in the criteria. In all respects, the criteria shall be within the regulations set out in this chapter and shall be for the purpose of assuring harmony and visual quality throughout the development. Final development plans (in the case of a planned zoning district) or building permits (in the case of a conventional zoning district) shall not be approved until the governing body has approved the sign criteria. No sign permit shall be issued for a sign that does not conform to the criteria. For purposes of this section, the terms "shopping centers, business parks, office parks or industrial parks" shall mean a project of one or more buildings that has been planned as an integrated unit or cluster on property under unified control or ownership at the time that zoning was approved by the City. The sale, subdivision or other partition of the site after zoning approval does not exempt the project or portions thereof from complying with these regulations relative to the number of detached signs, harmony and visual quality of signs to be installed.

Sec. 16-916. - Removal of Unsafe, Unlawful or Abandoned Signs.

- (a) If the Building Inspector shall find that any sign regulated herein is unsafe or insecure, or is a menace to the public, or, has been constructed or erected, or is being maintained in violation of this article or Chapter IV, Article 9 of the Code, the Building Inspector shall give notice thereof to the permittee, or, if the sign is one that does not require a permit, to the owner of the property on which the sign is located. If the person so notified fails to alter or remove the sign so as to comply with the standards herein set forth within 48 hours after notice, the sign may be removed or altered to comply with these provisions by the Building Inspector at the expense of the permittee or owner of the property upon which the sign is located, and the permit shall be revoked. The Building Inspector shall refuse to issue a permit to any permittee or owner who refuses to pay costs so assessed. The Building Inspector may cause any sign which is an immediate peril to persons or property to be removed summarily and without notice.
- (b) When the Building Inspector notifies a permittee or property owner that a sign is not in compliance pursuant to subsection (a) hereof, the Building Inspector shall also inform such person of the right to file an appeal with the Board of Zoning Appeals contesting the Building Inspector's determination.

- (c) If the time period set forth in subsection (a) hereof has elapsed and the sign has not been removed, the Building Inspector shall send written notification by certified mail, return receipt requested, to the record owner of the property on which the sign is located indicating when the sign shall be, removed. If the sign has not been removed within 30 days after receipt of the notice, the City may have the sign removed and the cost assessed to the property owner.
- (d) Where a sign has been removed by the City pursuant to subsection (c) hereof, the City Clerk shall mail a statement of the cost of removal of that sign to the last known address of the record owner or persons in charge of the property. If the cost is not paid within ten days from the mailing of the notice, the Governing Body shall proceed to pass an ordinance levying a special assessment for the cost against the lot or piece of land and the City Clerk shall certify the assessment to the County Clerk for collection of payment the same as other assessments and taxes are collected and paid to the City.
- (e) If a building, structure or premise is a vacated for a six month period of time, the owner of that property shall be responsible for removing any signs located thereon with the exception of one wall sign in the case of property located in a commercial and industrial district, and with the exception of one yard sign in the case of property located in a residential district. In addition, the owner shall be responsible for restoring the façade of the building, structure or premise to its normal appearance.

Sec. 16-917. - Prohibition and Amortization of nonconforming signs.

- (a) All signs that existed on the effective date of these regulations, or any amendment thereto, that becomes a nonconforming sign by virtue of these regulations, or any amendment thereto, shall be discontinued and removed within five and one-half years of the date that the sign became a nonconforming sign. No changes in the basic structure, source of illumination, location or appearance of a sign, sign alteration, or sign refacing shall be made to any sign. If the business to which the sign is related should move to another site (which move, in the opinion of the Building Inspector, creates, in effect, an outdoor advertising sign) then the sign shall be removed or otherwise brought into full compliance with all applicable provisions of the Code.
- (b) Upon application to the City Clerk, the Governing Body may extend the time for discontinuance and/or removal of a nonconforming sign. No extension of time shall be granted for a period of time longer than that necessary to allow the owner of the sign to recoup the owner's initial investment in the nonconforming sign. The application for extension shall be on a form provided by the City and shall be accompanied by:
 - (1) A copy of the original sign permit issued for the nonconforming sign or other evidence satisfactory to the City of the date upon which the nonconforming sign was initially installed;
 - (2) Evidence that annual sign inspections have taken place each year since the initial date of installation of the nonconforming sign;
 - (3) Documentation evidencing the initial cost of purchase or construction and installation of the sign;
 - (4) If the nonconforming sign is not on property owned by the sign owner, the lease or other document establishing the sign owner's right to place the sign at its present location and all amendments thereto; and
 - (5) All documents evidencing the degree to which the value of the sign has been depreciated for income tax or other purposes.
- (c) In determining whether to grant the extension and the length of the extension, if one is to be granted, the Governing Body shall consider the following:
 - (1) The nature of the nonconforming sign;
 - (2) The character of the sign;
 - (3) The location of the sign;
 - (4) That part of the owner's total business that will be impacted by the removal or replacement of the nonconforming sign;

Deleted: in accordance with Chapter IV, Article 9

- (5) The sign owner's original capital investment in the nonconforming sign;
- (6) The investment realization from the nonconforming sign to date;
- (7) Depreciation taken by the owner of the sign for income tax or other purposes;
- (8) The life expectancy of the nonconforming sign;
- (9) The existence or non-existence of lease obligations;
- (10) The existence of a contingency clause in any lease permitting termination of the lease;
- (11) The other economic uses of any leasehold interests in the land or structure upon which the sign is located;
- (12) The value of, or feasibility of, subleases and assignments of any lease.
- (13) The extent to which the investment of the owner in the nonconforming sign has been recouped;
- (14) The fact that similar signs are prohibited in the same area;
- (15) Other reasonable uses of the land;
- (16) The salvage value of the nonconforming sign;
- (17) The sign owner's loss of sharing revenue, if any; and
- (18) The ability of the sign owner to transfer the nonconforming sign to another location where it could be placed and would be in compliance with this article and all other provisions of the Code.

Sec. 16-918. - Approval of Variances.

Any variance from these regulations may be approved only by the Board of Zoning Appeals after an application for a permit has been denied for the proposed sign, by the Building Inspector as provided in these regulations.

Sec. 16-919. - Severability.

Severability is intended throughout and within the provisions of this article. If any section, subsection, sentence, clause, phrase or portion of the article is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this article.

- **Sec. 16-910. - Signs Allowed in the Single-Family Residence, Duplex Residence and Multi-Residence Districts.**

(a)

One yard sign is permitted on any lot. The sign shall have a sign surface not more than six square feet in area with a maximum height of six feet, and shall be set back a minimum of five feet from the street line.

(b)

An unlimited number of window signs is permitted. The sign surface of any single window sign shall not exceed three square feet. Three temporary signs are permitted on any lot. All temporary signs shall have a sign surface no larger than three square feet, shall be no more than two and one-half linear feet wide, and with a maximum height of three and one-half feet above grade. For churches, synagogues, and other similar places of worship, schools, libraries, community centers, or other public or semi-public facilities within the district, two of the three signs may be no larger than six square feet (6sf, eg. 2'x3') and one may be no larger than 12 square feet (12sf, eg. 3'x4'). For lots with more than one building, each building having a footprint of 2,000 square feet or larger is allowed signage in accordance with the provisions stated above. For example, a lot with two buildings each with 2,000 square foot footprints would be allowed three signs per building or six signs total.~~the lot may be subdivided by imaginary lot lines midway between each building having over a 2,000 square foot footprint (granting 3 signs per larger building).~~ All temporary signs ~~must~~shall be within 150 feet of a building and set back a minimum of five feet from the street line and only three (3) signs can be associated with one building. No temporary sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant or any type of street furniture, or otherwise create a hazard, including a tripping hazard. Temporary signs shall not be posted on trees or utility poles. No temporary sign shall be illuminated or painted with light-reflecting paint. A temporary sign may be posted for so long as it remains in good condition. Once a temporary sign is tattered or otherwise is no longer in good condition, it shall be removed or replaced. If the Building Inspector determines that a temporary sign is not in good condition, the property owner shall be notified of that determination and shall remove or replace the sign within three days of such notification. Signs which are not removed or replaced within three days of such notification shall be deemed a nuisance and shall be subject to abatement in accordance with the provisions of Chapter VIII, Article 3, of the Code. The Building Inspector's determination that a temporary sign is not in good condition may be appealed to the Board of Zoning Appeals. Any appeal to the Board of Zoning Appeals shall stay any abatement proceedings during the time the matter is pending before the Board of Zoning Appeals.

ORDINANCE NO. 941

AN ORDINANCE RELATING TO THE ZONING REGULATIONS OF THE CITY OF ROELAND PARK, KANSAS; AMENDING SECTIONS RELATING TO SIGNS; AMENDING AND REPEALING EXISTING SECTIONS 16-902, 16-903, 16-907, 16-908, 16-909, 16-910 AND 16-917 OF 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 16-902 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

Sec. 16-902. – Findings and Intent; Interpretation.

- A. Signs obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation. The purpose of this Article is to regulate the size, color, illumination, movement, materials, location, height and conditions of all signs placed on private property for exterior observation, thus ensuring the protection of property values, the character of the various neighborhoods, the creation of a convenient, attractive and harmonious community, protection against destruction of or encroachment on historic convenience to citizens and encouraging economic investment. This Article allows adequate communication through signage while encouraging aesthetic quality in the design, location, size and purpose of all Signs. This Article must be interpreted in a manner consistent with the First Amendment guarantee of free speech. This Article is based on the following legislative intent and findings.
1. A sign placed on land or on a building for the purpose of identification, protection or directing persons to a use conducted therein must be deemed to be an integral but accessory and subordinate part of the principal use of the land or building. Therefore, the intent of this Article is to establish limitations on signs in order to ensure that they are appropriate to the land, building or use to which they are appurtenant and are adequate for the intended purpose while balancing the individual and community interests identified above.
 2. These regulations are intended to promote signs that are compatible with the use of the property to which they are appurtenant, landscape and architecture of surrounding buildings, are legible and appropriate to the activity to which they pertain, are not distracting to motorists, and are constructed and maintained in a structurally sound and attractive condition.
 3. These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the jurisdictional limits of the City. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth above.

4. These regulations do not entirely eliminate all of the harms that may be created by the installation and display of signs. Rather, they strike an appropriate balance that that preserves ample channels of communication by means of visual display while still reducing and mitigating the extent of the harms caused by signs.
5. These regulations are not intended to and do not apply to signs erected, maintained or otherwise posted, owned or leased by the federal government, the State of Kansas, Johnson County, or this City. The inclusion of "government" in describing some signs does not intend to subject the government to regulation, but instead helps illustrate the type of signs that falls within the immunities of the government from regulation.
6. Many signs are intended to be temporary in nature, and so do not meet the regular structural and installation requirements necessary to prevent them from being affected by weather and other natural forces and present a potential hazard to persons and property. Severe weather conditions include, but are not limited to, thunderstorms with accompanying high winds, tornadoes, ice accumulation, and flooding, and are characteristic of local weather conditions.
8. The primary purpose of signs unrelated to traffic and placed along a roadway is to attract the attention of drivers and distract them from their primary responsibility of constant attention to traffic and road conditions. This concern is especially acute in residential areas where young children present a significant potential hazard for drivers.
9. Signs inherently are out of keeping with their surroundings; they are intended to attract attention. Their purpose fails if they meld into the landscape. As such, they are a visual blight where the visual clutter of signs is at odds with the City's policy to make structures blend into the topography and be compatible with their natural surroundings.
10. Signs have an adverse effect on the aesthetic quality of a City, and thus risk depreciating property values. This potential adverse effect conflicts with the City's policy to enhance the quality of life through other land use regulations.
11. Residents are virtually captive audiences of signs displayed by neighbors; signs are an intrusion into residential privacy and interfere with the enjoyment of a resident's property because the vista from the resident's property may become so marred by the clutter of signs that the resident cannot successfully avoid observing the sign clutter.

SECTION 2. Existing Section 16-903 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

Sec. 16-903. - Definitions.

- (a) A-frame or sandwich sign means any sign supported from the ground utilizing one or more rear supporting braces, in which the combination of the sign and supports forms the letter "A," in the manner of a artist's easel.
- (b) Abandoned sign means any sign on any building, structure or premises that has been vacated for a six month period of time.
- (c) Attention-attracting device means a device with flashing, blinking, rotating, twirling or moving action, a changeable copy sign on which the message changes more than eight times per day, but not including a search light, or a balloon or an air or gas filled object designed or intended to attract the attention of the public to an establishment or to a sign.
- (d) Backlight sign means any sign that displays direct or indirect light from the back of that sign through a transparent, translucent or open material.
- (e) Banner means any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one or more edges. National, state or municipal flags, or the official flag of any institution or business shall not be considered a banner.
- (f) Building inspector means the building official of the City of Roeland Park, Kansas, or other designated authority charged with the administration or enforcement of the provisions of this article, or his or her duly authorized representatives.
- (g) Canopy sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.
- (h) Changeable copy sign means a sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the sign surface.
- (i) Code means the Code of the City of Roeland Park, Kansas, as hereinafter amended.
- (j) Commercial sign means any sign that directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.
- (k) Curb line means the line at the face of the curb nearest to the street or roadway. In the absence of a curb, the curb line shall be established by the Building Inspector.
- (l) Detached sign means a sign located on the ground or on a structure located on the ground and not attached to a building.
- (m) Directional sign means any sign that provides direction for the safe and efficient flow of vehicular or pedestrian traffic on a property, and shall include signs marking entrances, exits, parking areas, loading areas or other operational features of the premises.
- (n) Directly illuminated sign means any sign the source of illumination of which is exposed to the human eye, such as, but not limited to, an incandescent bulb or fluorescent tube.
- (o) Government sign means a sign that is constructed, placed, or maintained by the federal, state or local government, or a sign that the federal, state or local government requires a property owner to construct, place or maintain either directly or to enforce a property owner's rights, including, but not limited to, traffic control devices, parking control signs, street

identification signs, warning signs, legal postings and signs prohibiting or controlling access to property.

- (p) Holiday decorations means displays erected on a seasonal basis in observance of religious, national or state holidays that are not intended to be permanent in nature and that do not constitute commercial signs.
- (q) Indirectly illuminated sign means any sign that is partially or completely illuminated at any time by a light source that is shielded so as to not be visible at eye level.
- (r) Marquee means any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed, and constructed to provide protection from the weather.
- (s) Marquee sign means any sign attached to, or in any manner made a part of a marquee.
- (t) Monument sign means a detached sign the width of which is a minimum of one and one-half times the width of the widest part of sign surface and the base of which consists of two or more supports and the height of the base is not more than two feet above the average grade of the ground. The base of a monument sign shall be architectural in nature and utilize materials consistent with the design of the building it is identifying.
- (u) Neon sign means a directly illuminated sign for which the light source is luminescent gas.
- (v) Non-affixed sign means any sign that is not permanently affixed to a building, structure or the ground.
- (w) Noncommercial sign means any sign that is not a commercial sign.
- (x) Nonconforming sign means any sign that does not comply with the sign provisions of this article or any other applicable provision of the Code.
- (y) Outdoor advertising sign means any sign advertising or directing attention to a name, a business, product, development, project, or service that is offered, manufactured, or sold at a location other than the premises upon which the sign is situated (commonly known as a billboard).
- (z) Pole or pylon sign means a detached sign supported by uprights, braces, columns, poles, or other vertical members that are not attached to a building.
- (aa) Portable sign means any sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to an A-frame or sandwich sign; balloons or other gas or air filled objects used as commercial signs; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless that vehicle is used in the normal day-to-day operations of the business.
- (bb) Projecting sign means any sign located on the face of the building extending more than one foot from the face of the building to which it is attached.
- (cc) Public property, for the purposes of this article only, means:
 - (1) Any public building or premise owned by a governmental entity;

- (2) Any sidewalk, public bridge, crosswalk, curb, paved portion of any street or highway, or the median strip of any divided street or highway;
 - (3) The unpaved area between the street lines of any street adjacent to a tract of land owned or leased by a governmental entity;
 - (4) Any street sign or any traffic sign or signal;
 - (5) Any telephone, telegraph, electric wire, power, street lamp post or any other utility pole or line, or any fire hydrant;
 - (6) Any tree or other vegetation on public property, including without limitation those in between the street lines of a public street; and
 - (7) Any public park, open space area, bench, drinking fountain, or other property owned or leased by a governmental entity and used for governmental purposes.
- (dd) Roof sign means any sign erected, constructed and maintained fully upon or over the roof or parapet of a building or structure and having the roof or parapet as its principle means of support.
- (ee) Semi-illuminated sign means any sign located on a building face that is uniformly illuminated over the sign surface by use of electricity or other artificial light.
- (ff) Sight distance triangle means the two areas on all corner lots within the triangles formed by a short leg 15 feet long and a long leg 140 feet, both distances measured along the curblane or edge of the pavement.
- (gg) Sign means a name, identification, description, display or illustration which is affixed to, painted or represented directly or indirectly upon a building or other outdoor surface which directs attention to or is designed or intended to direct attention to the sign face or to an object, product, place, activity, person, institution, organization or business. Each display surface of a sign or sign face must be considered to be a sign. Provided, however, that the following shall not be considered to be signs: signs located completely within an enclosed building, and not exposed to view from a street; and bumper stickers that are no larger than eighteen (18) inches in length and five (5) inches in height.
- (hh) Sign alteration means the replacement, enlargement, reduction, reshaping, changing or adding to a sign, or sign structure or other supporting members.
- (ii) Sign maintenance means the normal care and minor repair necessary to retain a safe, attractive and finished sign, sign surface or sign structure. Changing copy or a logo on a sign surface without increasing sign dimensions shall be considered sign maintenance if the information, product or service depicted remains the same and if the sign is to serve the identical establishment using the same business firm name as before the change.
- (jj) Sign refacing means changing or replacing the words, numerals or other aspects of the sign surface to serve a different establishment or business, or to create a substantially different visual effect without alternating, moving or replacing the sign, sign structure, or sign surface.
- (kk) Sign structure means the support, poles, upright bracing or brackets and framework for any sign that is mounted on or affixed to a building, structure or the ground.

- (ll) Sign surface means the entire area within a square, circle, rectangle, triangle or combination thereof that encompasses the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, but not including the sign structure.
- (mm) Snipe sign means any sign made of material such as cardboard, paper, pressed wood, plastic or metal that is attached to a fence, window, tree, utility pole or temporary structure or any sign that is not securely fastened to a building or structure or firmly anchored to the ground.
- (nn) Street line means the dividing line between the street right-of-way and the abutting property.
- (oo) Temporary sign means any sign intended to be displayed for a limited period of time on public or private property; is typically constructed from nondurable materials, including paper, cardboard, cloth, plastic or wallboard; and does not constitute a structure subject to the Building Code.
- (pp) Temporary wall sign means any sign attached to and erected parallel to and within one foot of the face or wall of a building and intended to be displayed for a limited period of time; typically constructed from nondurable materials, including paper, cardboard, cloth, plastic or wallboard; and does not constitute a structure subject to the Building Code.
- (qq) Two-faced sign means a sign with two sign faces and where the angle of separation of the faces is not greater than 135 degrees.
- (rr) Vehicle sign means a sign attached to or displayed upon a motor vehicle.
- (ss) Wall means the exterior or surface of a building or structure. For the purposes of the sign provisions of this article, walls shall include mansard-type or sloped-roof structures.
- (tt) Wall bulletin means any sign painted on a wall or a painted sign or poster that is attached to but does not project more than 12 inches from the building or structure.
- (uu) Wall sign means any sign attached to and erected parallel to and within one foot of the face or wall of a building, including wall bulletins.
- (vv) Window sign means any sign that is placed on the inside of a window or upon the windowpanes and is visible from the exterior of the window.
- (ww) Yard sign means a non-illuminated sign constructed of durable materials that is supported by one or more uprights, posts, or bases placed upon or affixed in the ground and not attached to any part of a building.

SECTION 3. Existing Section 16-907 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

Sec. 16-907. - Sign Permit Required; When; Application Procedures.

- (a) Except as otherwise provided in section 16-908, no sign shall be installed, erected or set in place, nor shall any sign alteration or sign refacing occur, until a sign permit has been issued

by the Building Inspector and until a sign permit fee in an amount established by resolution adopted by the Governing Body is paid.

- (b) Any person desiring to erect a sign for which a permit is required shall submit an application to the City Clerk on a form provided by the City that shall contain the following information:
 - (1) Name, address and telephone number of the applicant;
 - (2) Location of building, structure or lot to which or upon which the sign is to be attached or erected;
 - (3) Position of the sign in relation to nearby buildings or structures, streets and sidewalks;
 - (4) Drawing of the sign and specifications describing the sign;
 - (5) Length of time the sign will be displayed;
 - (6) Written consent of the owner of the building, structure or land to which or on which the sign is to be attached or erected, including the owner's address and phone number;
 - (7) Other information as the City Clerk and/or Building Inspector shall require to show full compliance with this article and all other provisions of the Code.
- (c) When the sign permit application is complete, the City Clerk shall forward the application to the Building Inspector. It shall be the duty of the Building Inspector, upon receipt of the application, to review the application and to conduct other investigations as is necessary to determine the application's accuracy. If the applicant has provided the information requested in the application, the information is accurate and it appears that the proposed sign will comply with this article and all other applicable provisions of the Code, the Building Inspector shall issue a sign permit. All issued sign permits shall contain the number of the permit and the date the permit is issued. If the Building Inspector determines that the proposed sign is not in compliance with all requirements of the Code, the Building Inspector shall notify the applicant in writing that the requested permit will not be issued, state in the notice the reasons for the denial, and inform the applicant of his or her right to appeal the Building Inspector's determination to the Board of Zoning Appeals. The Building Inspector shall either issue or deny the sign permit within 30 days of the date the City Clerk receives the application for the permit. If, on the 30th day after the City Clerk received the application, the application is not complete, the Building Inspector shall deny the requested permit.
- (d) Any person aggrieved by the denial of an application for a sign permit by the Building Inspector may appeal the Building Inspector's refusal to the Board of Zoning Appeals by giving written notice to the City Clerk not later than 20 days after notice of the Building Inspector's refusal to issue the requested sign permit. In any appeal, the Board of Zoning Appeals shall review the action of the Building Inspector at its next regularly scheduled meeting, but not later than 30 days after notice of appeal is received by the City Clerk, and if it determines that the action of the Building Inspector was incorrect, shall order the issuance of the permit under the terms and conditions as are appropriate.
- (e) In certain instances, as specifically designated in these regulations, the Planning Commission shall consider and approve or deny sign permit applications. In this instance, the Building Inspector shall not issue a sign permit unless the Planning Commission has first

approved the subject sign permit application. The Planning Commission shall consider the sign permit application within the time frames set forth hereinabove for the Building Inspector to either issue or deny the sign permit. If the Planning Commission denies the sign permit application, the applicant may appeal the Planning Commission's denial to the Governing Body by giving written notice to the City Clerk not later than 20 days after the Planning Commission's denial. The applicant shall be provided written notice of the Planning Commission's consideration of the sign permit application and the Governing Body's review of the applicant's appeal of the Planning Commission's denial, if the appeal is requested. The Governing Body shall consider the sign permit applicant's appeal at its next regularly scheduled meeting and the time frame for the Building Inspector to issue or deny the sign permit shall be deferred until two working days after the Governing Body has heard the sign permit applicant's appeal.

- (f) All rights and privileges acquired pursuant to this article, or any amendment hereto, are mere licenses and are revocable at any time by the City for cause, and all permits shall contain this provision.

SECTION 4. Existing Section 16-908 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

Sec. 16-908. - Signs Excluded From Sign Permit Requirement.

The following signs are not required to obtain a permit, however, these signs shall otherwise comply with this article and all other applicable provisions of the City Code.

- (a) Sign maintenance.
- (b) Directional signs.
- (c) Holiday decorations.
- (d) Window signs.
- (e) Flags, pennants or insignia of any governmental body, public or private school, church, synagogue or other place used primarily for worship, community centers, or other public, semi-public, or civic organizations or other similar noncommercial entity, when not displayed in connection with a commercial promotion or as an advertising device, and; provided that, not more than three flags, pennants or insignia shall be displayed on any building, structure or premises.
- (f) Integral decorative or architectural features of buildings, so long as these features do not contain letters, trademarks, moving parts or lights.
- (g) Decorative landscape markers, which may include logos or trademarks.
- (h) Signs on or adjacent to doors at the rear of commercial or industrial buildings displaying only the names and addresses of the occupants. Where multiple tenants share the same rear door, the sign may display the name and address of each tenant. These signs shall not exceed four square feet.
- (i) Vehicle signs where the motor vehicle is not primarily used as a sign.

- (j) Temporary signs.
- (k) Government signs.

SECTION 5. Existing Section 16-909 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

Sec. 16-909. - Signs Permitted In All Districts.

- (a) Churches, synagogues, and other similar places of worship, schools, libraries, community centers, or other public or semi-public facilities shall be allowed two wall signs, with not more than one on each façade. No sign shall have a sign surface area exceeding 25 square feet. In lieu of one of the wall signs, one monument sign shall be permitted. The monument sign shall be located on the premises, be not less than ten feet from the street line, and the sign surface of each sign face shall not exceed 25 square feet in area per face. The height of the sign shall not exceed five feet; provided, that for each two foot setback from the street line in excess of ten feet, one additional foot may be added to the height of the sign to a maximum of eight feet.
- (b) One directional sign shall be permitted at each entrance to a building site. These signs may be a pole or pylon sign, single- or two-faced and shall not exceed three feet in height, and four square feet of sign surface per face. These signs may indicate entrances, exits, addresses, direction of traffic-flow and the location of loading docks, parking areas, delivery doors, drive-through lanes and similar facilities. The sign shall be located on the premises and shall be set back from the street line a minimum of five feet.
- (c) Official governmental jurisdiction flags, including flags indicating weather conditions, and flags that are emblems of religious, charitable, public and nonprofit organizations. No flag shall exceed 50 square feet in area.
- (d) Noncommercial signs, provided that these signs shall conform to all sign surface and sign type area, height, setback, location, construction and maintenance requirements applicable to all other signs in the zoning district in which the noncommercial sign is located as set forth in this article or any other applicable provisions of the Code. No sign shall be displayed on private property without the written consent of the owner or occupant of the property on which the sign is displayed.
- (e) Although these regulations do not apply to signs constructed, placed or maintained by federal, state or local governments, these regulations clarify that government signs which form the expression of that government are allowed in every zoning district and include the signs described and/or required in the following subsections 1 through 4 when erected and maintained pursuant to law.
 - 1. Traffic control devices on public or private property must be erected and maintained so as to comply with the Manual on Uniform Traffic Control Devices adopted by the Kansas Secretary of Transportation pursuant to K.S.A. 8-2003, and amendments thereto. Because these regulations do not apply to the federal, state or local governments, a failure to comply with this provision by those governments does not constitute evidence of negligence or form the basis for a

cause of action.

2. Each property owner shall mark their property using numerals that identify the address of the property so that public safety agencies can easily identify the address from the public street. Where required under this Code or other law, the identification must be on the curb or the principal building on the property. When located on a building, the size and location of the identifying numerals and letters, if any, must be proportional to the size of the building and the distance from the street to the building. In cases where the building is not located within view of the public street, the address identification must be located on a mailbox or other suitable display in the front yard that is visible from the street.
3. Where a federal, state or local law requires a property owner to post a sign on the owner's property to warn of a danger, to restrict access to the property either generally or specifically, or to advise of the existence of security systems, the owner must comply with the federal, state or local regulation to exercise that authority by posting a sign on the property. If the federal, state or local regulation describes the form and dimensions of the sign, the property owner must comply with those requirements. Otherwise, when the form and dimensions are not defined, and it is located on a building, fence or other structure, the sign and location of the warning sign must be proportional to the size of the structure and the distance from the street, but in no case larger than one and a half (1.5) square feet. A warning sign may also be installed in a place on the property to provide access to the notice that is required to be made, but in no case shall the sign be larger than one and a half (1.5) square feet and shall be set back a minimum of five (5) feet from the street line.
4. Official notices or advertisements may be posted or displayed by or under the direction of any public or court officer in the performance of official or directed duties. If the federal, state or local regulation describes the form and dimensions of the office notice or advertisement, the property owner must comply with those requirements; otherwise, when not defined, the sign shall be no larger than six (6) square feet and located on a place on the property to provide access to the notice that is required to be made. Provided, that all such signs must be removed by the property owner not more than ten (10) days after their purpose has been accomplished or as otherwise required by law.

The signs described in subsections 1 through 4 above are an important component of measures necessary to protect the public safety and serve the compelling governmental interests of protecting the public and traffic safety, complying with legal requirements, serving the requirements of emergency response and protecting property rights or the rights of persons on property.

SECTION 6. Existing Section 16-910 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

Sec. 16-910. - Signs Allowed in the Single-Family Residence, Duplex Residence and Multi-Residence Districts.

- (a) One yard sign is permitted on any lot. The sign shall have a sign surface not more than six square feet in area with a maximum height of six feet, and shall be set back a minimum of five feet from the street line.
- (b) An unlimited number of window signs is permitted. The sign surface of any single window sign shall not exceed three square feet.
- (c) Three temporary signs are permitted on any lot. All temporary signs shall have a sign surface no larger than three square feet, shall be no more than two and one-half linear feet wide, and with a maximum height of three and one-half feet above grade. For churches, synagogues, and other similar places of worship, schools, libraries, community centers, or other public or semi-public facilities within the district, two of the three signs may be no larger than six square feet (6sf, eg. 2'x3') and one may be no larger than 12 square feet (12sf, eg. 3'x4'). For lots with more than one building, each building having a footprint of 2,000 square feet or larger is allowed signage in accordance with the provisions stated above. For example, a lot with two buildings each with 2,000 square foot footprints would be allowed three signs per building or six signs total. All temporary signs must be within 150 feet of a building and set back a minimum of five feet from the street line and only three (3) signs can be associated with one building. No temporary sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant or any type of street furniture, or otherwise create a hazard, including a tripping hazard. Temporary signs shall not be posted on trees or utility poles. No temporary sign shall be illuminated or painted with light-reflecting paint. A temporary sign may be posted for so long as it remains in good condition. Once a temporary sign is tattered or otherwise is no longer in good condition, it shall be removed or replaced. If the Building Inspector determines that a temporary sign is not in good condition, the property owner shall be notified of that determination and shall remove or replace the sign within three days of such notification. Signs which are not removed or replaced within three days of such notification shall be deemed a nuisance and shall be subject to abatement in accordance with the provisions of Chapter VIII, Article 3, of the Code. The Building Inspector's determination that a temporary sign is not in good condition may be appealed to the Board of Zoning Appeals. Any appeal to the Board of Zoning Appeals shall stay any abatement proceedings during the time the matter is pending before the Board of Zoning Appeals.

SECTION 7. Existing Section 16-917 of the Code of the City of Roeland Park, Kansas is hereby amended to read as follows:

Sec. 16-917. - Prohibition and Amortization of nonconforming signs.

- (a) All signs that existed on the effective date of these regulations, or any amendment thereto, that becomes a nonconforming sign by virtue of these regulations, or any amendment thereto, shall be discontinued and removed within five and one-half years of the date that the

sign became a nonconforming sign. No changes in the basic structure, source of illumination, location or appearance of a sign, sign alteration, or sign refacing shall be made to any sign. If the business to which the sign is related should move to another site (which move, in the opinion of the Building Inspector, creates, in effect, an outdoor advertising sign) then the sign shall be removed or otherwise brought into full compliance with all applicable provisions of the Code.

- (b) Upon application to the City Clerk, the Governing Body may extend the time for discontinuance and/or removal of a nonconforming sign. No extension of time shall be granted for a period of time longer than that necessary to allow the owner of the sign to recoup the owner's initial investment in the nonconforming sign. The application for extension shall be on a form provided by the City and shall be accompanied by:
 - (1) A copy of the original sign permit issued for the nonconforming sign or other evidence satisfactory to the City of the date upon which the nonconforming sign was initially installed;
 - (2) Evidence that annual sign inspections have taken place each year since the initial date of installation of the nonconforming sign;
 - (3) Documentation evidencing the initial cost of purchase or construction and installation of the sign;
 - (4) If the nonconforming sign is not on property owned by the sign owner, the lease or other document establishing the sign owner's right to place the sign at its present location and all amendments thereto; and
 - (5) All documents evidencing the degree to which the value of the sign has been depreciated for income tax or other purposes.
- (c) In determining whether to grant the extension and the length of the extension, if one is to be granted, the Governing Body shall consider the following:
 - (1) The nature of the nonconforming sign;
 - (2) The character of the sign;
 - (3) The location of the sign;
 - (4) That part of the owner's total business that will be impacted by the removal or replacement of the nonconforming sign;
 - (5) The sign owner's original capital investment in the nonconforming sign;
 - (6) The investment realization from the nonconforming sign to date;
 - (7) Depreciation taken by the owner of the sign for income tax or other purposes;
 - (8) The life expectancy of the nonconforming sign;
 - (9) The existence or non-existence of lease obligations;
 - (10) The existence of a contingency clause in any lease permitting termination of the lease;
 - (11) The other economic uses of any leasehold interests in the land or structure upon which the sign is located;

- (12) The value of, or feasibility of, subleases and assignments of any lease.
- (13) The extent to which the investment of the owner in the nonconforming sign has been recouped;
- (14) The fact that similar signs are prohibited in the same area;
- (15) Other reasonable uses of the land;
- (16) The salvage value of the nonconforming sign;
- (17) The sign owner's loss of sharing revenue, if any; and
- (18) The ability of the sign owner to transfer the nonconforming sign to another location where it could be placed and would be in compliance with this article and all other provisions of the Code.

SECTION 8. Existing Sections 16-902, 16-903, 16-907, 16-908, 16-909, 16-910 and 16-917 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 17th day of October, 2016. APPROVED by the Mayor.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM

Steven E. Mauer, City Attorney

Item Number: Ordinances and Resolutions:- IX.-
 B.
Committee 3/20/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/3/2017
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin.
Title: **Ordinance 947 - Trash and Recycle Bin Placement and Shielding**
Item Type: Other

Recommendation:

To further discuss potential changes to City regulations regarding screening trash containers and advance recommended changes to the full council for approval in March.

Details:

After challenges with enforcement, City staff suggested changes to the code regarding the screening of trash and recycling containers. After discussing alternatives, the following primary changes were recommended.

1. Containers be allowed to be placed in the rear yard behind the house without a screen;
2. Containers could be placed on the side or front of the house but screens needed to block view of the container from the street;
3. Outlining proper materials for screens;
4. Provide for an exception to the screening requirements by the City Administrator for the elderly/disabled;
5. Provide for an amnesty period, as determined by the City Administrator, for containers to be placed outside of screens during icy or snowy conditions;
6. Allow for a violation notice that requires correction within 48 hours or a civil penalty of \$10 may be issued.

The topic was also discussed at the last community forum where staff polled the audience to determine their tolerance for certain kinds of shielding. Those results are attached. After the forum,

we also issued a survey, similar to the community forum, through Constant Contact and posted it to our website and social media sites. Unfortunately response rate was very low. However, those results are also attached.

In conclusion, the poll results show that this is a very divisive issue and that residents are basically split on how to address trash container screening. Those who completed the online survey indicated they would prefer to allow people to use single-sided screens to cover trash and recycling bins. Essentially, if a reasonable effort was made to cover the container, that was sufficient. Those who attended the community forum were basically split on whether the City should allow single sided screens in the way of evergreen shrubs, architectural "bump outs", and other screens that allow visibility of the bin from the street from various angles.

Totaling all survey results

- 58% thought an evergreen shrub screening a container from the front should be acceptable.
- 64% thought an architectural element of a house screening the container from the front should be acceptable.
- 49% thought a single sided screen on the front of the container should be allowed.

Staff recommends reviewing the attached redline changes to the municipal code and consider adoption via an ordinance at the March Council meeting.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

One of the goals of the Strategic Plan is to promote a positive image of the City. Clarifying regulations of trash and recycling container screening will help promote a positive image of the city.

How does item benefit Community for all Ages?

The proposed ordinance provides an exception to the rule for the elderly or disabled individuals.

ATTACHMENTS:

Description	Type
☐ Trash and Recycling Bin Shielding - redline	Backup Material
☐ Ordinance 947	Cover Memo

Sec. 15-104. - Storage of Solid Waste and Recyclable Materials.

The following provisions of this article shall be observed in the storage of solid wastes and recyclable materials:

- (a) The owner or occupant of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste and/or recyclable materials within the corporate City limits shall: provide sufficient and adequate approved containers for the storage of such solid waste and recyclable materials in adequate number to serve each such dwelling unit and/or establishment; maintain such containers and their environs at all times reasonably clean and in good repair; repair or replace same from time to time, without notice, when any such containers shall no longer meet the specifications therefore as established by regulations of the Director.
- (b) The occupant of every dwelling unit and of every institutional, commercial, industrial, agricultural or business establishment, from which solid waste and/or recyclable materials collection is made under this article, shall place all solid waste and/or recyclable materials in approved containers, except as otherwise provided herein, and shall maintain such containers; and ~~in~~ the area surrounding them in a clean, neat, and sanitary condition at all times. Whenever a portion of the solid waste and/or recyclable materials is subject to decay or putrefaction, blowing or spillage by weather or animals, such an accumulation must be kept covered or in approved containers, closed bins or containers not subject to deterioration. ~~All containers shall be screened in such a manner that they are not visible from any street or roadway except when placed in position for pickup.~~ For multiple-family dwellings and institutional, commercial, industrial, or business establishments, all containers must be screened as required by Chapter XVI. For single-family dwellings and duplexes, containers may be stored outdoors in the following locations:
 - (1) Behind the dwelling in the rear yard; or
 - (2) On the side or front yard of the dwelling with proper screening as provided below:
 - (i) Screens shall be at least 42 inches tall and 36 inches wide so that any trash or recycling containers are~~the container is~~ not visible from the street~~parallel to the front of the primary structure.~~
 - (ii) If a house is on a corner lot, the container(s) must be screened in such a way that they are not visible from either street fronting the house.
 - (iii) Screens shall be composed of the following materials:
 - a. Non-deciduous (year-round evergreen) shrub, bush or tree;
 - b. Lattice fence or screen, other than chain link, that obscures the view of at least 60% of the container;

c. Opaque structure enclosing the container that is constructed of durable materials in keeping with the character of the primary structure; or

d. Chain link fence with barrier weaving.

(iv) Screens shall not be composed of the following materials:

a. Deciduous trees, shrubs, or bushes that shed their foliage in the winter;

b. Air conditioning units;

c. Chain link fences without barrier weaving;

d. Vehicles;

e. Tarps; or

f. Flower pots.

(v) Exceptions to these screening requirements may be granted by the Director on a case-by-case basis for elderly or disabled residents, ~~or for irregular lots, as determined by the Director.~~ Exceptions may be requested by contacting City Hall ~~and requesting evaluation by the Director.~~ The denial of an exception may be appealed to the Code Board of Appeals in accordance with section 4-110.

(vi) The Director may, during snowy and icy conditions, provide for an amnesty period where homes that have difficulty placing containers behind a screen may place their containers in front of their garage or house but not at the curb line.

(vii) The Director shall issue notice of any violation of these screening requirements by conspicuously posting door hangers on the property. If the violation is not corrected within 48 hours, or if the violation is repeated within 180 days, the Director may issue an administrative citation imposing a civil penalty of \$10 for the violation. A separate administrative citation may be issued for each day that the violation continues thereafter. If any citation remains unpaid for 30 days, the Director may cause the issuance of a complaint and notice to appear in Municipal Court, and the violation shall be subject to criminal penalties as set forth in section 15-116.

(c) Residential solid waste shall be stored in approved containers of not more than 96 gallons. Containers shall be properly covered at all times except when depositing waste therein or removing contents. They shall be of light weight and sturdy construction. The weight of any individual container and its contents shall not exceed 65 pounds. Garbage

bags, when such are recognized by the ~~D~~irector as approved containers for residential solid waste, shall not be placed out-of-doors at a collection point ~~any~~^{no} sooner than 12 hours prior to the day of collection.

- (d) Containers for recyclable materials in residential areas shall be furnished by the person providing for the collection of such materials and shall be constructed of not less than 25 percent recycled plastic. The Director may provide other specific requirements for such containers.
- (e) Commercial solid waste shall be stored in solid waste containers, as approved by the ~~D~~irector. The containers shall be waterproof, leak proof, durable and corrosion resistant and shall be covered at all times except when depositing waste therein or removing contents thereof; and shall meet all requirements as set forth in this article.
- (f) Tree limbs less than four inches in diameter and brush shall be securely tied in bundles not larger than 48 inches long and 18 inches in diameter when not placed in storage containers.
- (g) Yard wastes shall be stored in approved containers so constructed and maintained as to prevent the~~r~~ dispersal of wastes placed therein upon the premises served, upon adjacent premises, or upon adjacent public rights-of-way. The weight of any individual container and contents shall not exceed 65 pounds. Any composting of yard waste within the City shall be conducted in accordance with the provisions of section 15-105.
- (h) No material to be used as mulch shall be stored outside for more than ten days.
- (i) The Director has the authority to collect and dispose or order the collection and disposal of any non-conforming container and its contents with or without notice to the owner thereof.

ORDINANCE NO. 947

AN ORDINANCE AMENDING SECTION 15-104 STORAGE OF SOLID WASTE AND RECYCLABLE MATERIALS

WHEREAS the City of Roeland Park, Kansas (“City”) previously enacted Section 15-104 concerning the storage of solid waste and recyclable materials; and

WHEREAS, the governing body has determined it is advisable to amend Section 15-104 of the City Code to add additional sections addressing the storage and screening of solid waste and recyclable materials.

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

Section 1. Section 15-104 of the City Code is hereby amended to read as follows:

Sec. 15-104. - Storage of Solid Waste and Recyclable Materials.

The following provisions of this article shall be observed in the storage of solid wastes and recyclable materials:

- a) The owner or occupant of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste and/or recyclable materials within the corporate City limits shall: provide sufficient and adequate approved containers for the storage of such solid waste and recyclable materials in adequate number to serve each such dwelling unit and/or establishment; maintain such containers and their environs at all times reasonably clean and in good repair; repair or replace same from time to time, without notice, when any such containers shall no longer meet the specifications therefore as established by regulations of the Director.
- b) The occupant of every dwelling unit and of every institutional, commercial, industrial, agricultural or business establishment, from which solid waste and/or recyclable materials collection is made under this article, shall place all solid waste and/or recyclable materials in approved containers, except as otherwise provided herein, and shall maintain such containers and the area surrounding them in a clean, neat, and sanitary condition at all times. Whenever a portion of the solid waste and/or recyclable materials is subject to decay or putrefaction, blowing or spillage by weather or animals, such an accumulation must be kept covered or in approved containers, closed bins or containers not subject to deterioration. For multiple-family dwellings and institutional, commercial, industrial, or business establishments, all containers must be screened as required by Chapter XVI. For single-family dwellings and duplexes, containers may be stored outdoors in the following locations:
 - 1) Behind the dwelling in the rear yard; or
 - 2) On the side or front yard of the dwelling with proper screening as provided below:

- i. Screens shall be at least 42 inches tall and 36 inches wide so that any trash or recycling containers are not visible from the street.
- ii. If a house is on a corner lot, the container(s) must be screened in such a way that they are not visible from either street fronting the house.
- iii. Screens shall be composed of the following materials:
 - a. Non-deciduous (year-round evergreen) shrub, bush or tree;
 - b. Lattice fence or screen, other than chain link, that obscures the view of at least 60% of the container;
 - c. Opaque structure enclosing the container that is constructed of durable materials in keeping with the character of the primary structure; or
 - d. Chain link fence with barrier weaving.
- iv. Screens shall not be composed of the following materials:
 - a. Deciduous trees, shrubs, or bushes that shed their foliage in the winter;
 - b. Air conditioning units;
 - c. Chain link fences without barrier weaving;
 - d. Vehicles;
 - e. Tarps; or
 - f. Flower pots.
- v. Exceptions to these screening requirements may be granted by the Director on a case-by-case basis for elderly or disabled residents. Exceptions may be requested by contacting City Hall. The denial of an exception may be appealed to the Code Board of Appeals in accordance with section 4-110.
- vi. The Director may, during snowy and icy conditions, provide for an amnesty period where homes that have difficulty placing containers behind a screen may place their containers in front of their garage or house but not at the curb line.
- vii. The Director shall issue notice of any violation of these screening requirements by conspicuously posting door hangers on the property. If the violation is not corrected within 48 hours, or if the violation is repeated

within 180 days, the Director may issue an administrative citation imposing a civil penalty of \$10 for the violation. A separate administrative citation may be issued for each day that the violation continues thereafter. If any citation remains unpaid for 30 days, the Director may cause the issuance of a complaint and notice to appear in Municipal Court, and the violation shall be subject to criminal penalties as set forth in section 15-116.

- c) Residential solid waste shall be stored in approved containers of not more than 96 gallons. Containers shall be properly covered at all times except when depositing waste therein or removing contents. They shall be of light weight and sturdy construction. The weight of any individual container and its contents shall not exceed 65 pounds. Garbage bags, when such are recognized by the Director as approved containers for residential solid waste, shall not be placed out-of-doors at a collection point any sooner than 12 hours prior to the day of collection.
- d) Containers for recyclable materials in residential areas shall be furnished by the person providing for the collection of such materials and shall be constructed of not less than 25 percent recycled plastic. The Director may provide other specific requirements for such containers.
- e) Commercial solid waste shall be stored in solid waste containers, as approved by the Director. The containers shall be waterproof, leak proof, durable and corrosion resistant and shall be covered at all times except when depositing waste therein or removing contents thereof; and shall meet all requirements as set forth in this article.
- f) Tree limbs less than four inches in diameter and brush shall be securely tied in bundles not larger than 48 inches long and 18 inches in diameter when not placed in storage containers.
- g) Yard wastes shall be stored in approved containers so constructed and maintained as to prevent the dispersal of wastes placed therein upon the premises served, upon adjacent premises, or upon adjacent public rights-of-way. The weight of any individual container and contents shall not exceed 65 pounds. Any composting of yard waste within the City shall be conducted in accordance with the provisions of section 15-105.
- h) No material to be used as mulch shall be stored outside for more than ten days.
- i) The Director has the authority to collect and dispose or order the collection and disposal of any non-conforming container and its contents with or without notice to the owner thereof.

Section 2. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication in the official City newspaper.

PASSED by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, this 20th day of March, 2017.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM

Steven E. Mauer, City Attorney

Item Number: Ordinances and Resolutions:- IX.-
 C.
Committee 3/20/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date:	2/6/2017
Submitted By:	Jennifer Jones-Lacy
Committee/Department:	Admin.
Title:	Ordinance 949 - Changes to Type 1 Special Event Terms
Item Type:	Ordinance

Recommendation:

Consider approving Ordinance 942.

Alternatively, the Council could require any events that fall outside of the current code to go before Council annually for approval.

Details:

Recommended changes to the Special Event section of the City code were made by the Planning Commission on November 22, 2016. These changes are listed under "additional information" on this staff report along with background for these changes. Since that date the Council has contemplated these changes and have requested some amendments. The following changes stem from that direction and include contributions from the City Attorney. The italicized text indicates additions/changes to code. The regular text represents current language.

Sec. 16-703. - Special Events; Permit Not Required.

Special events meeting the Type 1 definition are allowed without a special event permit provided all the following performance standards are met:

(a) The special event is conducted entirely on private property owned or leased by the sponsoring organization as a permanent facility or with the written permission of the property owner or lessee.

(b) Any structure used in conjunction with the special event shall meet all applicable yard setbacks, shall be the subject of a valid building permit, and shall be promptly removed upon the cessation of

the event.

(c) The special event shall be restricted to hours of operation between 8:00 a.m. and 11:00 p.m., to a maximum duration of four days, and to a maximum frequency for similar events of six non-consecutive times per calendar year.

Special events meeting the Type 1 definition that include on-site signs and/or displays in conjunction with the event are allowed without a permit provided the following conditions are met:

(a) The special event does not involve outdoor activities (i.e. people congregating or participating in outdoor activities);

(b) The special event does not continue for more than thirty one (31) consecutive days and the property does not exceed a total of more than sixty (60) special event days. At least fifteen (15) days must pass between each special event;

(c) Any/all special event display(s) area does not exceed five hundred (500) square feet per parcel, or, should a single parcel contain more than one address, per address.

(d) The special event shall not endanger or be materially detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the neighborhood special event.

(e) The special event shall not cause undue traffic congestion or accident potential.

Financial Impact

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

Additional Information

Staff Report from December 5th Meeting

Every October, St. Agnes installs several small crosses on their grounds in conjunction with yard signs. Per 16-910(b) of the Municipal Code, three temporary signs are permitted on any lot and shall have a surface no larger than three square feet (maximum of 2.5 feet wide and 3.5 feet in height). The signs are really part of what I would consider a "special event" and should really be addressed through those definitions.

Currently, Section 16-703 states special events meeting the Type 1 definition does not require a permit and shall be restricted between the hours of 8 am and 11 pm for a maximum of four days. Type 1 is defined as "fund raising or non-commercial events held outside for non-profit religious, educational or community service organizations that routinely operate in the City, including on-site signs and structures held in conjunction with the event." I recommend we make amendments to the

Special Events section of Chapter 16 to state that signs associated with a special event shall be allowed up to 31 days and a max of four non-consecutive times per year. The revisions also state that the City shall not limit the number of signs associated with the event while maintaining a limit on the size of signage. This will allow the Catholic Church to continue its observation during the month of October without being in violation of the City's sign ordinance.

Below are the proposed changes to our existing special events code as indicated by the underlined/italicized text.

16-703. SPECIAL EVENTS; PERMIT NOT REQUIRED. Special events meeting the Type 1 definition are allowed without a special event permit provided all the following performance standards are met:

- (a) The special event is conducted entirely on private property owned or leased by the sponsoring organization as a permanent facility or with the written permission of the property owner or lessee.
- (b) Any structure used in conjunction with the special event shall meet all applicable yard setbacks, shall be the subject of a valid building permit, and shall be promptly removed upon the cessation of the event.
- (c) The special event involving outdoor activities (i.e. people congregating or participating in outdoor activities) shall be restricted to hours of operation between 8:00 a.m. and 11:00 p.m., to a maximum duration of four days, and to a maximum frequency for similar events of six non-consecutive times per calendar year.
- (d) Advertising signs and symbols marking a special event shall be limited to a maximum duration of 31 days, and to a maximum frequency for similar events of four non-consecutive times per calendar year. The number and location of the signs and symbols shall not be limited by the city. However, the width of any given sign shall not exceed eight feet (8') in length and the overall height of any signage should not exceed four feet (4') above grade.

This recommendation was approved by the Planning Commission on November 22nd and must be approved by the City Council via ordinance to go into effect. To make changes to the proposed ordinance, the Council would need a 2/3rd majority vote to override the Planning Commission's recommendation. Please see attached proposed Ordinance 949.

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
☐ Ordinance 949	Cover Memo

ORDINANCE NO. 949

**AN ORDINANCE AMENDING SECTION 16-703 SPECIAL EVENTS; PERMIT NOT
REQUIRED TO ADD SECTION PERTAINING TO ON-SITE DISPLAYS IN
CONJUNCTION WITH TYPE 1 SPECIAL EVENTS**

WHEREAS the City of Roeland Park, Kansas (“City”) previously enacted Section 16-703 concerning Type 1 Special Events; and

WHEREAS, the governing body has determined it is advisable to amend Section 16-703 of the City Code to add an additional section addressing on-site displays which accompany or are in conjunction with Type 1 Special Events.

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

Section 1. Section 16-703 of the City Code is hereby amended to read as follows:

Sec. 16-703. - Special Events; Permit Not Required.

- a. Special events meeting the Type 1 definition are allowed without a special event permit provided all the following performance standards are met:
 - 1) The special event is conducted entirely on private property owned or leased by the sponsoring organization as a permanent facility or with the written permission of the property owner or lessee.
 - 2) Any structure used in conjunction with the special event shall meet all applicable yard setbacks, shall be the subject of a valid building permit, and shall be promptly removed upon the cessation of the event.
 - 3) The special event shall be restricted to hours of operation between 8:00 a.m. and 11:00 p.m., to a maximum duration of four days, and to a maximum frequency for similar events of six non-consecutive times per calendar year.
- b. Special events meeting the Type 1 definition that include on-site signs and/or displays in conjunction with the event are allowed without a permit provided the following conditions are met:
 - 1) The special event does not involve outdoor activities (i.e. people congregating or participating in outdoor activities);
 - 2) The special event does not continue for more than thirty one (31) consecutive days and the property does not exceed a total of more than sixty (60) special event days. At least fifteen (15) days must pass between each special event;
 - 3) Any/all special event display(s) area does not exceed five hundred (500) square feet per parcel, or, should a single parcel contain more than one address, per address.
 - 4) The special event shall not endanger or be materially detrimental to the public health, safety or welfare or injurious to property or improvements in the immediate vicinity of the neighborhood special event.
 - 5) The special event shall not cause undue traffic congestion or accident potential.

Section 2. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City, approval by the Mayor and publication in the official City newspaper.

PASSED by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, this 20th day of March, 2017.

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM

Steven E. Mauer, City Attorney

Item Number: Ordinances and Resolutions:- IX.-
 D.
Committee 3/20/2017
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/17/2017
Submitted By: City Administrator
Committee/Department: Admin.
Title: **Charter Ordinance and Ordinance to Establish Hotel Motel Tax**
Item Type: Ordinance

Recommendation:

Staff recommends establishing a Transient Guest Tax at 8%.

Details:

As discussed previously, off site improvements are to be completed by and at the expense of the develop of the hotel at the old pool site. It is anticipated that a portion of those costs will be reimbursed through a hotel/motel tax. This arrangement will be formalized in a development agreement. Approving the ordinance conveys to the developer that the City is committed to this arrangement. The regular ordinance establishes a Transient Guest Tax, the Charter ordinance establishes the 8% rate.

As the ordinance is drafted short term rentals will be subject to collecting this tax. The Council could modify the ordinance to exempt short term rentals if they so desire.

Financial Impact

Amount of Request: 8% based on rate of other Johnson County Communities	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description: N/A	

Additional Information

The ordinance language is designed to be broad, affording the City versatile use of this funds in the future.

A hotel with 100 rooms, which averages a \$100/night room rental rate, assuming 25% average nightly occupancy and an 8% tax rate would generate \$73,000. The prospective hotel develop estimates average occupancy at 70%.

How does item relate to Strategic Plan?

The hotel tax avoids the City investing its dollars on development of the old pool site, use of the funds as reimbursement is key to encouraging the hotel prospect to locate in Roeland Park, that new business diversifies land use while expanding the financial resources of the City. The tax is also diversifying and enhancing to the City's revenues.

How does item benefit Community for all Ages?

The tax is promoting development that is appealing to a broad range of ages.

ATTACHMENTS:

Description	Type
☐ 2016 Transient Guest Tax Rates	Backup Material
☐ Ordinance Establishing Transient Quest Tax	Ordinance
☐ Charter Ordinance Setting Transient Tax Rate	Cover Memo

Transient Guest Tax Rates, Effective Dates, and Number of Active Accounts

(This report is updated quarterly. This update reflects rate information as of January 2017)

COUNTIES				
Co. No	Active Accounts	Location	Rate	Effective Date
15	0	ATCHISON CO.	4.00%	7/1/2004
81	6	CHASE CO.	6.00%	10/1/2014
10	8	CHEROKEE CO.	2.00%	6/1/1983
41	3	CLAY CO.	2.00%	1/1/1998
36	7	CLOUD CO.	5.00%	7/1/2007
44	3	COFFEY CO.	3.00%	4/1/1998
04	6	CRAWFORD CO.	6.00%	4/1/2013
18	2	DICKINSON CO.	5.00%	4/1/2011
79	3	EDWARDS CO.	2.00%	10/1/2003
71	19	FINNEY CO.	6.00%	7/1/2010
21	6	FRANKLIN CO.	6.00%	1/1/2004
47	22	GEARY CO.	6.00%	1/1/2015
103	5	GRANT CO.	4.00%	4/1/2003
42	4	JACKSON CO.	5.00%	7/1/2015
11	1	LABETTE CO.	2.00%	7/1/1987
13	0	LYON CO.	5.00%	4/1/2004
23	7	MARION CO.	6.00%	7/1/2008
20	1	MARSHALL CO.	2.00%	9/1/1987
55	4	MITCHELL CO.	2.00%	10/1/1991
05	15	MONTGOMERY CO.	5.00%	10/1/2007
54	7	MORRIS CO.	4.00%	1/1/1992
56	8	OSBORNE CO.	1.00%	1/1/1997
58	3	PHILLIPS CO.	2.00%	9/1/1987
53	1	PRATT CO.	6.00%	4/1/2015
48	5	RICE CO.	2.00%	4/1/1992
60	7	RUSSELL CO.	4.00%	12/1/1990
02	1	SEDGWICK CO.	5.00%	7/1/1985
03	1	SHAWNEE CO.	7.00%	1/1/2013
80	9	SHERMAN CO.	3.00%	1/1/1991
50	5	SMITH CO.	2.00%	7/1/2005
83	0	TREGO CO.	2.00%	1/1/2000
37	7	WASHINGTON CO.	4.00%	4/1/2009
27	1	WILSON CO.	2.00%	2/1/1986
72	2	WOODSON CO.	6.00%	7/1/2007
County Totals				
	179	Active accounts in counties		
	34	Counties with a transient guest tax rate		
CITIES				
Co. No	Active Accounts	Location	Rate	Effective Date
18	5	ABILENE	8.00%	7/1/2016
09	2	ANDOVER	6.00%	4/1/2014
51	3	ANTHONY	5.00%	4/1/2002
08	5	ARKANSAS CITY	6.00%	10/1/2005
15	5	ATCHISON	8.00%	1/1/2010
77	2	ATWOOD	3.00%	1/1/1997
09	3	AUGUSTA	5.00%	1/1/2009
16	2	BALDWIN CITY	5.70%	7/1/2008
02	0	BEL AIRE	6.00%	10/1/2012
40	3	BELLEVILLE	5.00%	10/1/2009
01	3	BONNER SPRINGS	4.00%	10/1/2004
12	0	CALDWELL	4.00%	4/1/2009
22	5	CHANUTE	6.00%	4/1/2016
89	2	CIMARRON	6.00%	1/1/2013
78	9	COLBY	3.00%	4/1/2000
02	2	DERBY	8.00%	1/1/2015
19	2	DESOTO	6.00%	1/1/2007
35	18	DODGE CITY	8.00%	7/1/2013
09	9	EL DORADO	5.00%	4/1/1993
38	1	ELLIS	5.00%	7/1/2007
64	2	ELLSWORTH	3.00%	1/1/1992

Transient Guest Tax Rates, Effective Dates, and Number of Active Accounts

(This report is updated quarterly. This update reflects rate information as of January 2017)

Co. No	Active Accounts	Location	Rate	Effective Date
13	14	EMPORIA	7.00%	1/1/2017
32	3	EUREKA	3.00%	1/1/2003
17	10	FORT SCOTT	6.00%	1/1/2014
27	2	FREDONIA	5.00%	10/1/2008
19	1	GARDNER	8.00%	1/1/2016
52	3	GARNETT	6.00%	7/1/2015
02	1	GODDARD	6.00%	4/1/2014
33	9	GREAT BEND	6.00%	1/1/2012
85	2	GREENSBURG	7.00%	4/1/2012
28	1	HALSTEAD	3.00%	10/1/2004
51	3	HARPER	5.00%	7/1/2013
38	13	HAYS	5.00%	4/1/2007
02	2	HAYSVILLE	6.00%	1/1/2011
18	1	HERINGTON	5.00%	7/1/2004
28	3	HESSTON	5.00%	1/1/2011
25	3	HIAWATHA	6.00%	10/1/2012
23	1	HILLSBORO	5.00%	10/1/2011
33	2	HOISINGTON	5.00%	4/1/2011
87	2	HOXIE	4.00%	1/1/2005
92	5	HUGOTON	2.00%	10/1/2002
06	14	HUTCHINSON	7.00%	10/1/2000
24	4	IOLA	6.00%	1/1/2014
93	1	JETMORE	2.00%	1/1/2009
01	16	KANSAS CITY	8.00%	1/1/2009
01	1	KC Schlitterbahn Waterpark	8.00%	5/1/2009
57	3	KINGMAN	6.00%	10/1/2000
98	2	LAKIN	6.00%	10/1/2014
07	3	LANSING	7.00%	10/1/2010
69	2	LARNED	4.00%	4/1/2014
16	22	LAWRENCE	6.00%	1/1/2010
19	1	LEAWOOD	8.00%	1/1/2012
19	10	LENEXA	8.00%	1/1/2011
84	16	LIBERAL	6.00%	7/1/2009
26	4	LINDSBORG	6.00%	10/1/2011
02	1	MAIZE	6.00%	5/1/2011
30	15	MANHATTAN	6.00%	10/1/2009
39	5	MANHATTAN	6.00%	10/1/2009
20	4	MARYSVILLE	5.00%	1/1/2011
26	8	MCPHERSON	6.00%	7/1/2016
67	1	MEDICINE LODGE	6.00%	1/1/2011
19	5	MERRIAM	7.00%	1/1/2008
19	1	MISSION	9.00%	4/1/2008
26	0	MOUNDRIDGE	5.00%	10/1/2016
12	1	MULVANE	5.00%	1/1/2013
75	5	NESS CITY	5.00%	7/1/2009
28	6	NEWTON	8.00%	1/1/2016
61	4	NORTON	3.00%	1/1/1994
88	1	OAKLEY	4.00%	1/1/2006
95	5	OAKLEY	4.00%	1/1/2006
74	4	OBERLIN	3.00%	4/1/2005
19	15	OLATHE	6.00%	7/1/2001
31	2	OSAWATOMIE	6.00%	4/1/2007
19	37	OVERLAND PARK	9.00%	7/1/2007
31	1	PAOLA	5.00%	7/1/2006
02	5	PARK CITY	6.00%	4/1/1998
11	4	PARSONS	6.00%	4/1/2007
70	1	PLAINVILLE	5.00%	1/1/2008
53	10	PRATT	8.00%	10/1/2012
88	2	QUINTER	4.00%	1/1/2011
06	4	S. HUTCHINSON	7.00%	7/1/2015
34	2	SABETHA	2.00%	7/1/2002
25	1	SABETHA	2.00%	7/1/2002
14	33	SALINA	6.70%	10/1/2009
96	5	SCOTT CITY	5.00%	4/1/2006
63	4	SEDAN	4.00%	10/1/2006

Transient Guest Tax Rates, Effective Dates, and Number of Active Accounts

(This report is updated quarterly. This update reflects rate information as of January 2017)

Co. No	Active Accounts	Location	Rate	Effective Date
34	2	SENECA	2.00%	7/1/2002
99	4	SHARON SPRINGS	4.00%	4/1/2000
19	4	SHAWNEE	6.00%	10/1/2008
82	4	ST. FRANCIS	3.00%	10/1/2004
59	2	STAFFORD	4.00%	4/1/2012
70	2	STOCKTON	5.00%	10/1/2009
81	0	STRONG CITY	2.00%	10/1/1995
100	0	SYRACUSE	6.00%	10/1/2011
07	0	TONGANOXIE	4.00%	7/1/2001
03	36	TOPEKA	7.00%	1/1/2013
83	5	WAKEENEY	5.00%	1/1/2013
39	3	WAMEGO	5.00%	10/1/2004
12	4	WELLINGTON	6.00%	7/1/2004
02	107	WICHITA	6.00%	7/1/1990
08	5	WINFIELD	6.00%	10/1/2014
01	7	WY RACE TRACK	8.00%	1/1/2009
City Totals				
	640	Active accounts in cities		
	102	Cities with a transient guest tax rate		
City and County Totals				
	819	Active accounts in cities and counties		
	136	Cities and counties with a transient guest tax rate		

ORDINANCE NO. ____

OF

THE CITY OF ROELAND PARK, KANSAS

PASSED

FEBRUARY __, 2017

(PUBLISHED IN *THE LEGAL RECORD* ON _____, 2017)

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE LEVY AND COLLECTION OF A TRANSIENT GUEST TAX FOR THE PURPOSE OF PROMOTING CONVENTION AND TOURISM AND TO FUND ECONOMIC DEVELOPMENT ACTIVITIES WITHIN THE CITY.

WHEREAS, the City of Roeland Park, Kansas (the “City”) is a city of the second class, duly created, organized and existing under the Constitution and laws of the State;

WHEREAS, Article 12, Section 5 of the Constitution of the State of Kansas provides that cities may exercise certain home rule powers, including passing charter ordinances, which exempt such cities from non-uniform enactments of the Kansas Legislature;

WHEREAS, K.S.A. 12-1697(a) and K.S.A 12-1698(e) are part of an enactment of the Kansas Legislature relating to transient guest taxes, which are applicable to the City, but are not uniformly applicable to all cities within the State of Kansas;

WHEREAS, pursuant to Charter Ordinance No. 33 adopted on February __, 2017 (the “Charter Ordinance”) by at least two-thirds vote of the governing body, the City exempted itself from the provisions of K.S.A 12-1697(a) and K.S.A 12-1698(e) and provided for the levying of a Transient Guest Tax not to exceed the rate of ten percent (10%) of the gross receipts derived from, or paid by, transient guests; and,

WHEREAS, the City deems it in the public interest to establish the Transient Guest Tax at a rate of eight percent (8%) of the gross receipts derived from, or paid by, transient guests for sleeping accommodations within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS, AS FOLLOWS:

Section 1. Transient Guest Tax Rate. The Transient Guest Tax levied in the Charter Ordinance shall be established at a rate of eight percent (8%) upon the gross receipts derived from, paid directly or paid through an accommodations broker by transient guests for sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel or tourist court located within the City. The percentage of the Transient Guest Tax may hereafter be amended by Resolution of the Governing Body.

Section 2. Administered by the Kansas Department of Revenue. The Transient Guest Tax hereby levied shall be administered and collected by the Kansas Department of Revenue and the revenue collected therefrom shall be distributed in accordance with the provisions of K.S.A. 12-1696, et seq., and any amendments thereto.

Section 3. Revenues Received by the City. Revenues received by the City from the Transient Guest tax shall be expended for all, or any portion of, community, economic development and cultural

activities which encourage or which are deemed to result in increased economic development, visitors and tourism for the City.

Section 4. Notice to the Kansas Department of Revenue. Upon adoption of this Ordinance, the City Clerk is directed to send a certified copy hereof and of Charter Ordinance No. 33 to the Director of the Kansas Department of Revenue.

Section 5. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance. The execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 6. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 7. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City, approval by the Mayor and publication in the official City newspaper.

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PASSED by the governing body of the City on February __, 2017 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

/S/ Joel Marquardt _____

Mayor

ATTEST:

/S/ Kelley Bohon _____

Clerk

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CHARTER ORDINANCE NO. 35

A CHARTER ORDINANCE EXEMPTING THE CITY OF ROELAND PARK, KANSAS FROM THE PROVISIONS OF SUBPARAGRAPH (a) OF K.S.A. 12-1697 AND FROM THE PROVISION OF SUBPARAGRAPH (e) OF K.S.A. 12-1698, AND ANY AMENDMENTS THERETO, RELATING TO TRANSIENT GUEST TAX LEVY TO THE MAXIMUM RATE THEREOF, AND TO THE PURPOSES FOR WHICH TRANSIENT GUEST TAX REVENUES MAY BE SPENT.

Whereas, Section 12-1697(a) of the Kansas Statutes Annotated prevents the City from levying a transient guest tax in an amount exceeding two percent (2%) upon the gross receipts paid by transient guests for sleeping accommodations; and,

Whereas, Section 12-1698(e) of the Kansas Statutes Annotated requires that all monies received by the City Treasurer from disbursements from the city Transient Guest Tax Fund shall be credited to the tourism and convention promotion fund of such county or city and shall only be expended for convention and tourism promotion.

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

SECTION 1. The City of Roeland Park, Kansas, by the power vested in it by Article 12, Section 5 of the Kansas Constitution, hereby elects to, and does exempt itself from, and make inapplicable to it the provisions of K.S.A. 12-1697(a) and 12-1698(e), which said statutory provisions are not uniformly applicable to all cities, and to provide substitute and additional provisions therefore, as hereinafter provided.

SECTION 2. The Governing Body is hereby authorized to levy a Transient Guest Tax at a rate not to exceed ten percent (10%) upon the gross receipts derived from, or paid by, transient guests for sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel or tourist court. The actual percentage of such tax shall be determined by the Governing Body and shall be specified in a separate ordinance authorizing the same.

SECTION 3. The revenues from the Transient Guest Tax shall be expended for all, or any portion of, community, economic development and cultural activities which encourage or which are deemed to result in increased economic development, visitors and tourism; and for related expenditures as may be determined by the Governing Body.

SECTION 4. The Governing Body, pursuant to Article 12, Section 5 of the Kansas Constitution, may provide for substitute and additional provisions by resolution or ordinance regarding the levy, collection, and expenditure of the Transient Guest Tax.

SECTION 5. All other provisions of K.S.A. 12-1697 and 12-1698, not exempted hereby, shall remain the same.

SECTION 6. This Charter Ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

SECTION 7. This Charter Ordinance shall take effect sixty-one (61) days after the final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided by Article 12, Section 5, Subsection (c)(3) of the Kansas Constitution, in which case this Charter Ordinance shall become effective upon approval by the majority of the electors voting thereon.

PASSED by the Governing Body, not less than two-thirds of the elected members voting in favor thereof, this ___th day of February, 2017.

/S/
Joel Marquardt, Mayor

ATTEST:

/S/
Kelley Bohon, City Clerk

APPROVED AS TO FORM

/S/
Steven E. Mauer, City Attorney

Item Number: Workshop Items- X.-A.
Committee 3/20/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/16/2017
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Snow Plowing Standards (est. time 5 min.)**
Item Type: Discussion

Recommendation:

Staff recommends maintaining current snow plowing standards.

Details:

Staff has developed a map to illustrate the City's priority routes in order. This map provides staff and the public with an understanding of where the City will prioritize plowing efforts. The 2016 Citizen Survey established the overall satisfaction rating of our Snow Removal efforts are at 91% which places our ranking in the Top 25% in the metro. The Metro average is at 70% and the U.S. average is at 66%. This places Roeland Park's efforts above Metro average 21% and the U.S. average 25%. (Please see attachments)

The attached picture illustrates the expectation for Public Works Department efforts in snow removal. The purpose of snow removal is to ensure safety on our road network, more importantly for our emergency service vehicles to respond to emergency situations. To do so, it is imperative to remove the snow off of our streets from curb to curb. We call this "Curb to Curb" removal of snow.

This strategy maximizes the safety and use of our roads to ensure safe travel.

Financial Impact

Amount of Request:

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

Additional Information

The item is on the agenda for review and discussion based upon concerns expressed by a resident that pushing snow to the curb was more than necessary and in doing so the City is making it difficult for residents to keep sidewalk clear, particularly those sidewalks that are up against the back of curb.

How does item relate to Strategic Plan?

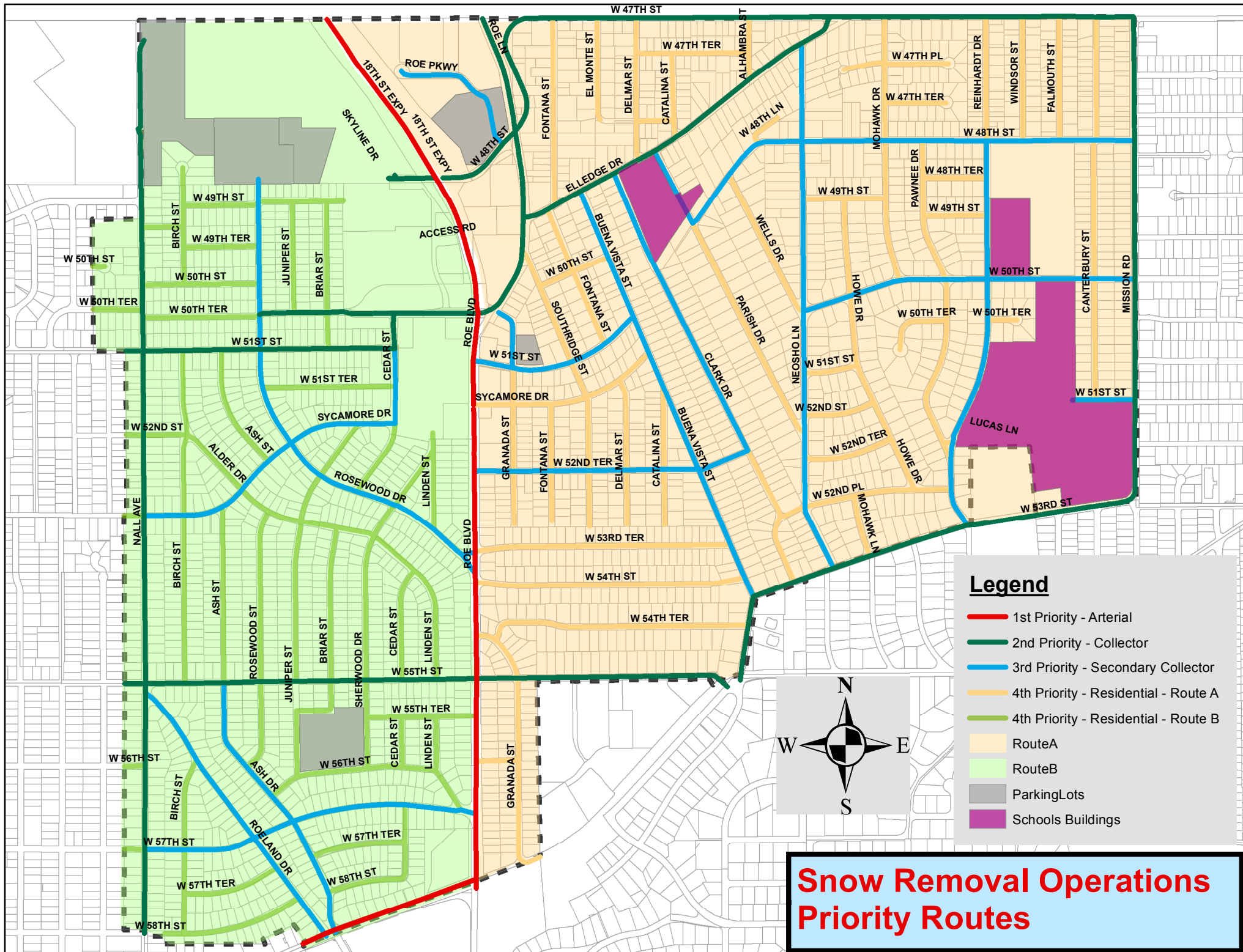
N/A

How does item benefit Community for all Ages?

N/A

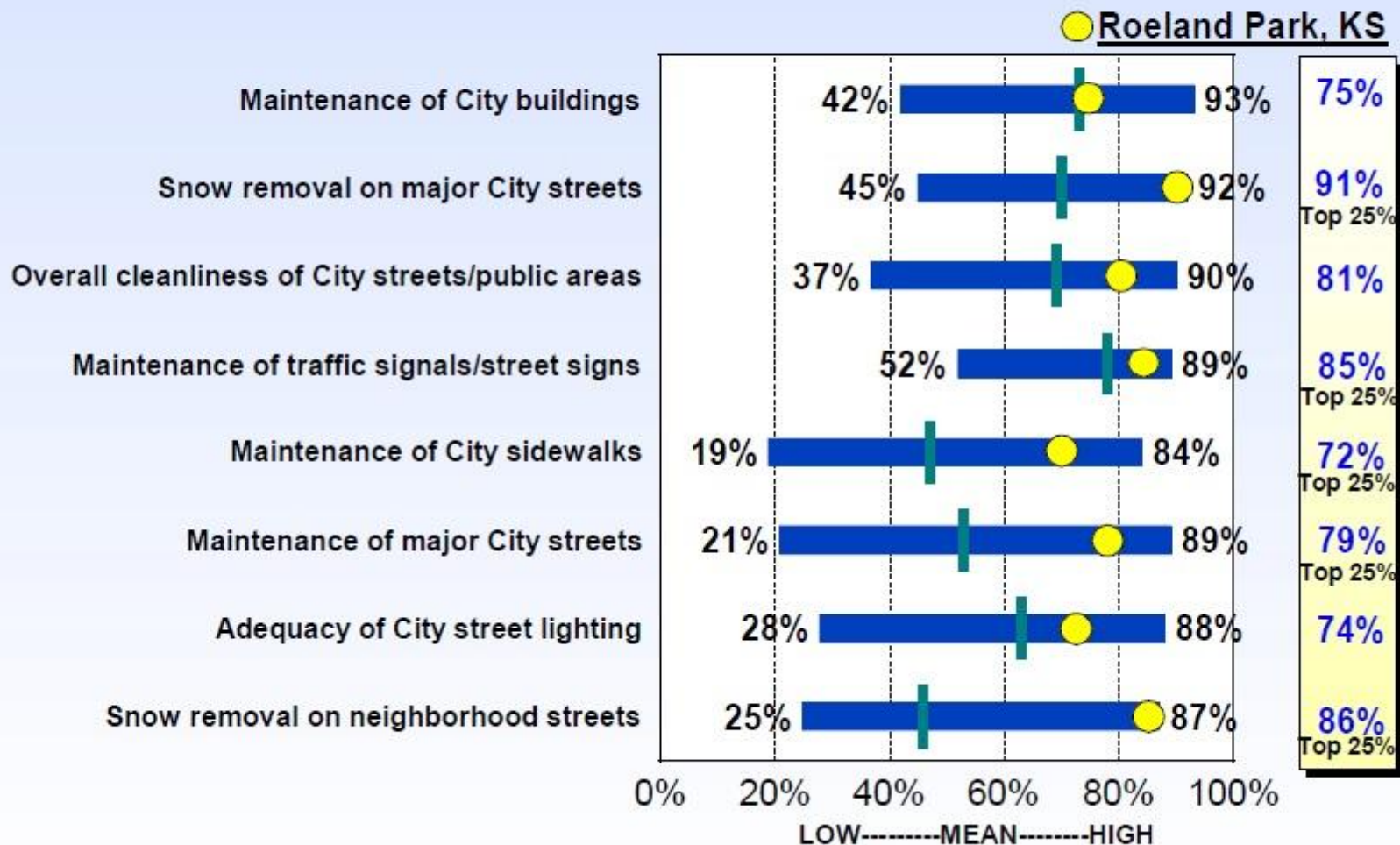
ATTACHMENTS:

Description	Type
☐ Snow Operations Priority Map	Backup Material
☐ Satisfaction Rating	Backup Material
☐ Historical Satisfaction Rating	Backup Material
☐ Curb to Curb	Backup Material



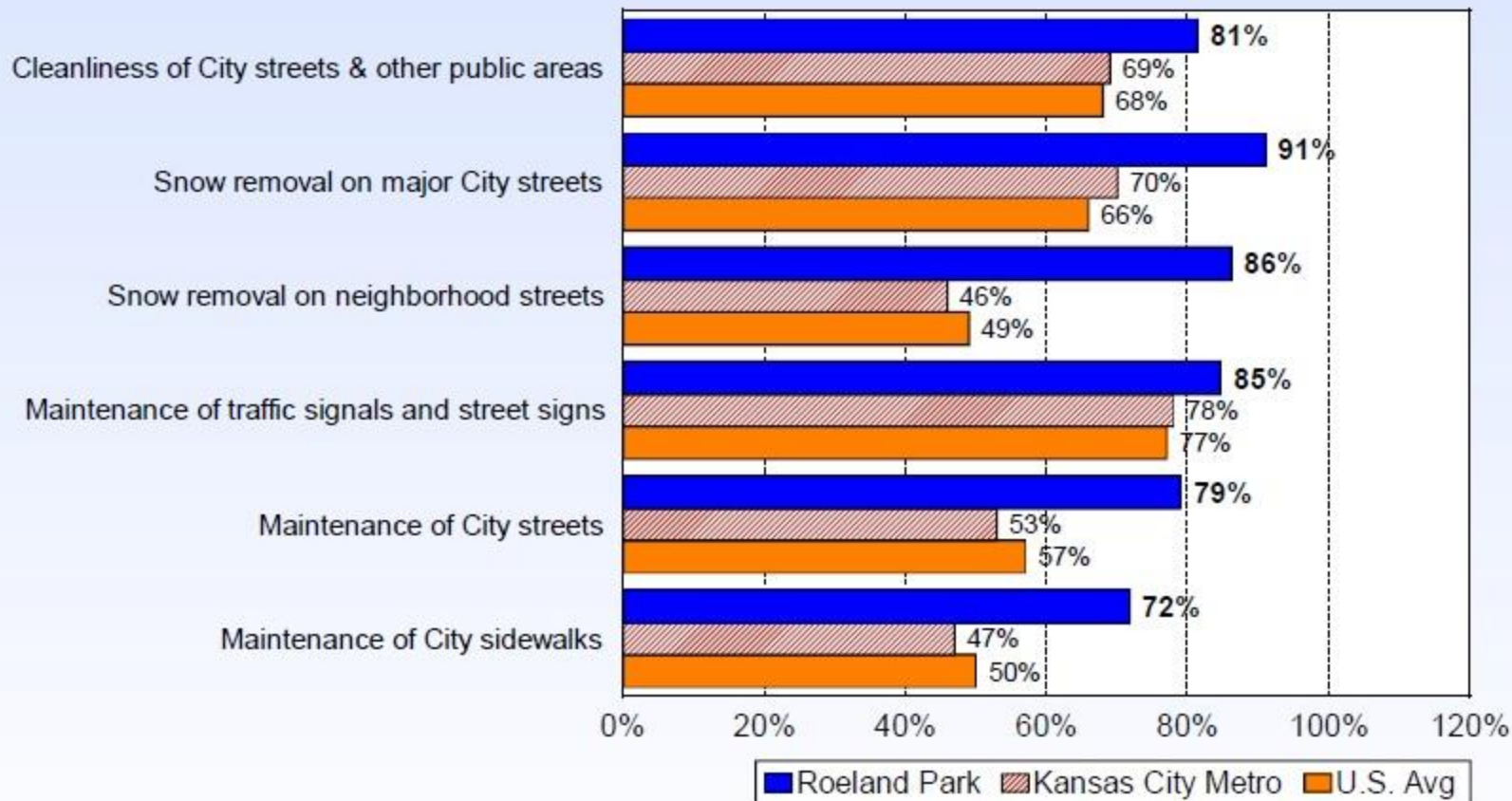
Satisfaction with Maintenance Services Provided by Cities in the Kansas City Area in 2016

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale



Overall Satisfaction with Maintenance Services: City of Roeland Park vs. Kansas City Metro vs. U.S

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied"





Expectation - All Streets and Intersections will be cleared of snow "Curb to Curb".

The image shows a snow-covered residential street at night. A yellow text box with the text "Expectation - All Streets and Intersections will be cleared of snow 'Curb to Curb'." is centered horizontally. On the left side of the road, two vertical yellow lines are drawn, with a yellow arrow pointing left between them. On the right side of the road, two vertical yellow lines are drawn, with a yellow arrow pointing right between them. The road surface is covered in snow with visible tire tracks. In the background, there are dark silhouettes of trees and houses, with some streetlights and house lights visible.

Item Number: Workshop Items- X.-B.
Committee 3/20/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/16/2017
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Agreement with Overland Park Soccer Club (est. time 5 min.)**
Item Type: Agreement

Recommendation:

Staff recommends to approve the Two (2) year Agreement with Overland Park Soccer Club (OPSC) for 2017 and 2018 for use of R Park.

Details:

The City was contacted by OPSC to use R Park for their soccer activities in the Spring and Fall. OPSC offers soccer teams for children 10 and under. OPSC made their official request through the Parks Committee and the Parks Committee agreed with their use of the park.

Staff has developed an agreement for OPSC which provides two years of usage for R Park. Further, the agreement provides OPSC with priority of the fields on Tuesday and Thursday evenings 5:00pm to 8:00pm. OPSC will be required to pay the City \$5/Hour for every hour of usage and the payment is due prior to soccer activities beginning each season.

The Spring of 2017 has 11 weeks of potential usage for R Park. 11 multiplied by 6 hours a week equals 66 hours of usage in Spring. This equates to \$330 for Spring and a potential \$330 for Fall. \$660 Annually per this agreement.

Financial Impact

Amount of Request: 0	
Budgeted Item?	Budgeted Amount: 0

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
☐	Overland Park Soccer Club Agreement	Cover Memo
☐	OPSC Request Letter	Backup Material

Agreement

This Agreement is hereby entered into this ____ day of March, 2017, and represents an understanding between the **City of Roeland Park, Kansas**, hereinafter, referred to as "City," and the **Overland Park Soccer Club**, hereinafter referred to as "User." The purpose of this Agreement is to establish a recreational opportunity for the use and improvement of R Park facilities located at 5535 Juniper Street ("Park") during the year 2017 for soccer activities for youth ages ten and under. Terms of the Agreement include:

A. User will be allowed the use of the Park for Soccer activities other than games Monday and Wednesday from 5:00 p.m. - 8:00 p.m. All scheduling during this time frame will be coordinated by and through User and User agrees to coordinate use by outside groups referred by the City. All organized practices shall be allowed for children ten and under. All soccer activities, including soccer games and/or practices, under the terms of this Agreement, are only permitted between March 1st and May 30th for spring play and August 1st - October 30th for fall play. Games are allowed for children ages ten and under. Dates of play may be adjusted annually by the City. The City also reserves the right to cancel practices or games, in its sole discretion, based on weather conditions detrimental to the condition or wear and tear of the field.

B. User shall be allowed to make field improvements to soccer areas at the Park on a project by project basis including seeding, overseeing, removal of rocks, debris, etc., and addition of topsoil with a thirty day notification to the City. Any permanent or semi-permanent improvement by User such as the addition of bleachers, lighting or other improvements must be approved in writing by the City, prior to any construction or implementation of any improvement has begun. Equipment such as soccer goals may be allowed to remain on site at the Park; however, the maintenance, care and safe use of goals is the sole responsibility of User. User agrees to pay the City \$5 for every hour of use of the park for the User's activities. Payment for the use of the park will be due in whole prior to soccer activities beginning for each season. The fertilization program will include a pre-emergent application and will require the written approval of the City. Litter control during and after practices or games will be the responsibility of the User.

C. User will provide the City with a certificate of insurance evidencing general liability insurance in an amount not less than \$1,000,000 per occurrence. The certificate of insurance shall certify that the City has been named as an additional insured on such general liability insurance policy. The City shall be notified by receipt of written notice from the insurer or User at least thirty (30) days prior to any material modification, amendment or cancellation of the insurance policy.

D. To the greatest extent permitted by applicable law, User hereby agrees to indemnify, defend and hold harmless the City and its officers, officials, and employees from any and all Loss to the extent such Loss is caused or incurred by, on account of, or as a result of the negligence or other actionable fault of User, its employees, agents, guests or invitees or any other party for whom User is responsible. It is agreed as a specific element of consideration for this Agreement that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or

any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature. Nothing in this paragraph shall be deemed to impose liability on User to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of the Loss. For purposes of this paragraph, "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, the performance of this Agreement whether arising before or after the term of this Agreement.

E. The terms of this Agreement shall begin on the date entered into and will be valid for two years.. The City may terminate this Agreement at any time in the event of a material breach by User which is not cured within five (5) days of receipt of notice by the City. The City may terminate this Agreement in its sole discretion upon thirty (30) days written notice to User. User may terminate this Agreement upon thirty (30) days written notice to the City and upon written agreement by the City that the Park facilities that are the subject of this Agreement are in the same condition or substantially the same condition as prior to User's use of the same. The Agreement may be terminated sooner given written agreement by both parties. The City may terminate the Agreement immediately in the event that it receives notice that User's general liability insurance policy has been cancelled or materially modified. The City reserves the right to provide ninety (90) day notice to User of the withdrawal of the Park or a field within the Park from this agreement based on planned Park modifications, property improvements, or ownership change.

F. The City makes no warranty express or implied, regarding the Park Facilities which are the subject of this Agreement, specifically, whether the facilities are fit for any particular purpose.

G. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

H. This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

I. User shall not assign, transfer or convey this Agreement or its rights, duties or obligations hereunder or any part thereof without the previous written consent of the City. In the event the User attempts to assign, transfer, convey or otherwise alter this Agreement or its rights, duties, or obligations hereunder or any party thereof without the prior written consent of the City, the City may, at its option, terminate this Agreement immediately.

J. This Agreement is entered into and is to be performed in the State of Kansas. The parties agree that the law of the State of Kansas shall govern the rights, obligations, duties and liabilities of the parties to this Agreements and shall govern the interpretation of this Agreement.

User

City of Roeland Park, Kansas

Garrett Rosenbaum

Keith Moody, City Administrator

Title



Date: February 22, 2017

To: Roeland Park City Council

From: Overland Park Soccer Club
Garrett Rosenbaum, Board Member & Field Coordinator

RE: Soccer field use at R Park

The Overland Park Soccer Club (OPSC) is requesting use of R Park on weeknights, Monday through Thursday between 5:00pm and 8:00pm. We are a 501(c)(3), not-for-profit corporation and have been growing outside of our traditional geographic area of Overland Park for the last several years. As we grow geographically, the challenge is procuring adequate open space to allow teams to practice in the general vicinity of most of the families on a particular team. In the past year we have added more teams in northern Johnson County and are requesting R Park to allow those teams a place to practice that is as close as possible to the bulk of the team. We will know more in the coming few weeks as more teams and players register to play with OPSC this spring, but as it stands right now, we have 4 or 5 teams that are north of 75th St. and 2 that are north of 63rd St.

Thank you for your consideration in helping OPSC provide a high quality, cost effective option to play soccer in Northern Johnson County.

Item Number: Workshop Items- X.-C.
Committee 3/20/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/16/2017
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Agreement with Northeast United Soccer Club (est. time 5 min.)**
Item Type: Agreement

Recommendation:

Staff recommends for Council to approve the two (2) year agreement with NEU Soccer Club for 2017 and 2018 for use of R Park.

Details:

The City was contacted by NEU Soccer to use R Park for their soccer activities in the Spring and Fall. NEU Soccer offers soccer teams for children 10 and under. NEU Soccer made their official request through the Parks Committee and the Parks Committee agreed with their use of the park.

Staff has developed an agreement for NEU Soccer which provides two years of usage for R Park. Further, the agreement provides NEU Soccer with priority of the fields on Monday and Wednesday evenings 5:00pm to 8:00pm. NEU Soccer will be required to pay the City \$5/Hour for every hour of usage and the payment is due prior to soccer activities beginning each season.

The Spring of 2017 has 11 weeks of potential usage for R Park. 11 multiplied by 6 hours a week equals 66 hours of usage in Spring. This equates to \$330 for Spring and a potential \$330 for Fall. \$660 Annually per this agreement.

Financial Impact

Amount of Request: 0	
Budgeted Item?	Budgeted Amount: 0

Additional Information

How does item relate to Strategic Plan?

Maximize usage of parks in Roeland Park.

How does item benefit Community for all Ages?

Soccer Club provides opportunity for children in community a place to practice in Roeland Park.

ATTACHMENTS:

Description	Type
☐ NEU Soccer Agreement	Cover Memo

Agreement

This Agreement is hereby entered into this ____ day of March, 2017, and represents an understanding between the **City of Roeland Park, Kansas**, hereinafter, referred to as "City," and the **NEU Soccer Club**, hereinafter referred to as "User." The purpose of this Agreement is to establish a recreational opportunity for the use and improvement of R Park facilities located at 5535 Juniper Street ("Park") during the year 2017 for soccer activities for youth ages ten and under. Terms of the Agreement include:

A. User will be allowed the use of the Park for Soccer activities other than games Monday and Wednesday from 5:00 p.m. - 8:00 p.m. All scheduling during this time frame will be coordinated by and through User and User agrees to coordinate use by outside groups referred by the City. All organized practices shall be allowed for children ten and under. All soccer activities, including soccer games and/or practices, under the terms of this Agreement, are only permitted between March 1st and May 30th for spring play and August 1st - October 30th for fall play. Games are allowed for children ages ten and under. Dates of play may be adjusted annually by the City. The City also reserves the right to cancel practices or games, in its sole discretion, based on weather conditions detrimental to the condition or wear and tear of the field.

B. User shall be allowed to make field improvements to soccer areas at the Park on a project by project basis including seeding, overseeing, removal of rocks, debris, etc., and addition of topsoil with a thirty day notification to the City. Any permanent or semi-permanent improvement by User such as the addition of bleachers, lighting or other improvements must be approved in writing by the City, prior to any construction or implementation of any improvement has begun. Equipment such as soccer goals may be allowed to remain on site at the Park; however, the maintenance, care and safe use of goals is the sole responsibility of User. User agrees to Pay the City \$5 for every hour of use of the park for the User's activities. Payment for the use of the park will be due in whole prior to soccer activities beginning for each season. Liter control during and after practices will be the responsibility of the User.

C. User will provide the City with a certificate of insurance evidencing general liability insurance in an amount not less than \$1,000,000 per occurrence. The certificate of insurance shall certify that the City has been named as an additional insured on such general liability insurance policy. The City shall be notified by receipt of written notice from the insurer or User at least thirty (30) days prior to any material modification, amendment or cancellation of the insurance policy.

D. To the greatest extent permitted by applicable law, User hereby agrees to indemnify, defend and hold harmless the City and its officers, officials, and employees from any and all Loss to the extent such Loss is caused or incurred by, on account of, or as a result of the negligence or other actionable fault of User, its employees, agents, guests or invitees or any other party for whom User is responsible. It is agreed as a specific element of consideration for this Agreement that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault

or negligence as either passive or active in nature. Nothing in this paragraph shall be deemed to impose liability on User to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of the Loss. For purposes of this paragraph, "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, the performance of this Agreement whether arising before or after the term of this Agreement.

E. The terms of this Agreement shall begin on the date entered into and will be valid for two years. The City may terminate this Agreement at any time in the event of a material breach by User which is not cured within five (5) days of receipt of notice by the City. The City may terminate this Agreement in its sole discretion upon thirty (30) days written notice to User. User may terminate this Agreement upon thirty (30) days written notice to the City and upon written agreement by the City that the Park facilities that are the subject of this Agreement are in the same condition or substantially the same condition as prior to User's use of the same. The Agreement may be terminated sooner given written agreement by both parties. The City may terminate the Agreement immediately in the event that it receives notice that User's general liability insurance policy has been cancelled or materially modified. The City reserves the right to provide ninety (90) day notice to User of the withdrawal of the Park or a field within the Park from this agreement based on planned Park modifications, property improvements, or ownership change.

F. The City makes no warranty express or implied, regarding the Park Facilities which are the subject of this Agreement, specifically, whether the facilities are fit for any particular purpose.

G. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

H. This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

I. User shall not assign, transfer or convey this Agreement or its rights, duties or obligations hereunder or any part thereof without the previous written consent of the City. In the event the User attempts to assign, transfer, convey or otherwise alter this Agreement or its rights, duties, or obligations hereunder or any party thereof without the prior written consent of the City, the City may, at its option, terminate this Agreement immediately.

J. This Agreement is entered into and is to be performed in the State of Kansas. The parties agree that the law of the State of Kansas shall govern the rights, obligations, duties and liabilities of the parties to this Agreements and shall govern the interpretation of this Agreement.

User

City of Roeland Park, Kansas

Pat Monaghan

Keith Moody, City Administrator

Title

Item Number: Workshop Items- X.-D.
Committee 3/20/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/17/2017
Submitted By: Keith Moody
Committee/Department:
Title: **Engineering Services Scope and Fee for Tennis Court Reconstruction (est. time 5 min.)**
Item Type: Other

Recommendation:

Staff recommends approval of the scope and fee provided by SKW for design of the tennis courts at R Park.

Details:

Staff requested SKW to provide a scope and fee for the engineering work necessary to apply for USTA grants as well as to bid out and construct the tennis courts at R Park. SKW has already completed an ALTA survey of the land, and therefore able to complete design without re-surveying. The scope is an estimate, if hours are less than estimated the fee will be less. USTA requires specific details to be included in the plans.

Financial Impact

Amount of Request: \$18,000	
Budgeted Item?	Budgeted Amount: \$150,000 total, of that we estimated \$20,000 for engineering
Line Item Code/Description: Special Infrastructure Fund	

Additional Information

A set of plans meeting USTA standards is required to apply for their grant process (up to \$20,000 award), we will also apply for a Midwest Region grant which can be as much as \$10,000. We have

been waiting to start the design until after the Council had adopted a master plan for R Park. One of USTA's grant requirements is that the location of the proposed courts have a plan reflecting at least two courts.

How does item relate to Strategic Plan?

Completing the design will allow the city to move forward with applying for grants and leveraging local funds a goal of the strategic plan. It also leads to the replacement of deteriorated existing public infrastructure (maintenance) another goal of the strategic plan.

How does item benefit Community for all Ages?

Tennis courts have a variety of uses for people of all ages.

ATTACHMENTS:

Description	Type
☐ SKW Scope and Fee for Tennis Courts	Backup Material

TASK ORDER #37

ROELAND PARK TENNIS COURTS

ARTICLE I CONSULTANT'S RESPONSIBILITIES

The Consultant shall either perform for or furnish to the City professional civil engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. The Consultant shall serve as the City's prime professional Consultant on this Project.

ARTICLE II SCOPE OF CONSULTANT SERVICES

The consultant shall perform or furnish the necessary professional engineering duties and related services to provide for the design and construction for the "Project", including but not limited, to the following items:

1.0 Project Start-up

- 1.1 Meet with the CITY to discuss the Project, its constraints, and their expectations. Set forth at this initial meeting the goals to be accomplished by the Project and concerns to be addressed in the design of the Project.

3.0 Preliminary Design

- 3.1 Prepare preliminary documents for construction. Preliminary construction documents shall show the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.2 Preliminary plans shall include the following sheets:
 - ☐ Title Sheet
 - ☐ Site Plan
 - ☐ Demolition Plan
 - ☐ Grading And Erosion Control Plan
 - ☐ Details
 - ☐ Specifications
- 3.3 Present one set of preliminary plans each to the City and to other appropriate governmental agencies and USTA for grant review.

4.0 Final Design

Following review and approval of the preliminary design drawings by the City and the USTA reviews, the Consultant shall proceed to provide these services:

- 4.1 Address any comments from the preliminary review.
- 4.2 Prepare final construction plans and construction specifications.
- 4.3 Submit one set of final plans and specifications to the City and to other appropriate governmental agencies.
- 4.4 Prepare all bid documents using City standard contract documents.

5.0 Bidding Phase

Following final review by City staff and approval to proceed to bidding phase the consultant shall undertake the following bid services.

- 5.1 Provide the City a notice of bid to Contractors for publication.
- 5.2 Provide notice of bid to potential contractors via digital planroom.
- 5.3 Provide plans, bid documents, and specifications to digital planroom for potential bidders.
- 5.4 Conduct a pre-bid meeting and answer questions as addenda to the contract bid.
- 5.4 Provide to the City a Consultant's estimate and bid tab sheet.
- 5.5 Attend bid opening and check all bids for accuracy.
- 5.6 Evaluate the bidders and make recommendation of award to the City.

6 Construction Administration Phase

Note: The Consultant may not proceed with this phase of the Agreement until negotiations are completed with the City and until the City issues a notice to proceed.

Following review and award of construction contract by the City and after the City issues a notice to proceed with this phase, the Consultant shall proceed to provide these services:

- 6.1 Conduct a pre-construction meeting which will include the City, Contractor, Utility Companies, and any other appropriate governmental agencies such as Cities partied to an interlocal Agreement, County agencies, State and Federal agencies.
- 6.2 Document all complaints, concerns, or inquiries from any of the previously mentioned parties.
- 6.3 Attend Coordination Meetings as necessary to discuss the Project with the contractor.
- 6.4 Review shop drawings and samples required by the Construction Contract documents and submitted by the Contractor to ascertain compliance.
- 6.5 Conduct a final inspection of the total project and provide a recommendation of acceptance.
- 6.6 Coordinate with the contractor to take pre-construction photographs.

ARTICLE III CITY'S RESPONSIBILITIES

The City shall do the following in a timely manner:

- 1) Approve all criteria and information as to City's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations, and furnish copies of all standard forms in use by the City relative to this Project.
- 2) Examine all written studies, reports, sketches, maps, models, proposals, and other documents presented by the Consultant and render in writing decisions thereto.
- 3) Reimburse the Consultant for the cost of additional work not included in the Scope of Consultant Services stated in this Agreement.
- 4) Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Consultant in the performance or furnishing of the required services for the Project, or any defect or nonconformance in the Consultant's services or in the work of any Contractor.

ARTICLE IV TIME SCHEDULE

The Consultant proposes to complete the scope of services of this Agreement as follows:

- 1) Preliminary Design Phase will be completed within 30 calendar days from Notice to Proceed.
- 2) Final Design will be completed within 15 calendar days from acceptance of the Preliminary Design.
- 3) Bid Phase will be completed within 30 calendar days from acceptance of the Final Design.

ARTICLE V COMPENSATION

The City agrees to pay the Consultant as maximum compensation for the scope of services in Article II and in accordance with Part C of Agreement as follows:

Preliminary & Final Design - \$13,000

Bid/Grant Assistance Phase - \$3,000

Construction Administration Phase - \$2,000

The Construction Services is based on an estimated construction schedule. If the actual construction schedule is different than estimated, then the Construction Services fee shall be adjusted in accordance with the hourly rates shown in the Schedule of Salary Base Rates.

The maximum fee shall not be exceeded unless adjusted by a Change Order mutually agreed upon by the City and the Consultant.

The Change Order will be based on major changes in scope, character, delays or complexity of Project. The Change Order may provide for changes in compensation and schedule, either upward or downward.

ARTICLE VI GENERAL PROVISIONS

Times for Rendering Services: The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Feasibility Study Phase. Specific periods of time for rendering services are set forth in Article IV Time Schedule, in this Agreement, by which times defined services are to be completed. If such periods of time are changed through no fault of the Consultant, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment

If the City fails to give prompt written authorization to proceed. Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

Estimates: Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost or construction cost are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs.

Quantity Errors: Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

Change in Scope: The scope of work described in Article II Scope of Services, shall be subject to modification or supplement upon the written Agreement of the City and the Consultant. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

Reuse of Documents: All reports, information, data and exhibits prepared on assembled by the Engineer in connection with the performance of its services pursuant to this Agreement are confidential to the extent permitted by law, and Engineer agrees that they shall not be made available to any individual or organization without the prior consent of the City.

Item Number: Workshop Items- X.-E.
Committee 3/20/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/13/2017
Submitted By: Jose Leon, Director of Public Works
Committee/Department: Public Works
Title: **Leaf Pickup Program Discussion Continued (est. time 10 min.)**
Item Type:

Recommendation:

Staff recommends the governing body discuss the leaf program.

Details:

The 2016 Leaf Program was a total of 6 week program which included a 2 week Spring Leaf pickup. Weather and leaves falling later in the year have caused some frustration among our residents. Staff has provided answers to the common questions staff has received since our Leaf Program ended in 2016. Staff has also developed a total program cost spreadsheet for Council to review and discuss. These costs are not all out of pocket but document some actual cost the City inherits as part of the operation of this program. The cost spreadsheets are attached.

Why has the Leaf Program been shortened from years past?

Staff has researched the length of the Leaf Program dating back to the year 2009. Dates are from the City Newsletter archives.

2009 – 6 weeks

2010 – 8 weeks

2011 – 8 weeks

2012 – 8 weeks

2013 – 8 weeks

2014 – 7 weeks

2015 – 6 weeks **Schedule presented to Governing Body on 5/5/2015*

2016 – 6 weeks **Schedule presented to Governing Body on 7/30/2015*

A 6 week Leaf Program has been scheduled three of the past 8 years. During the last 3 years, Public Works has performed more in-house street maintenance during the summer/fall months. Preparation of equipment by public works for the winter season has also been made a priority over leaf pick up. Calibrating salt spreaders, checking operation of snow equipment, and pre-treating our streets were not being performed prior to 2015. Staff did not have the time because the Leaf Program would continue until middle/late December. The concept of City-Wide leaf pick-up (which is what was occurring prior to 2015) does not make for efficient use of City resources because Public Works staff is literally driving the City looking for leaf piles which may or may not be present. After watching this take place in 2014, Director Jose Leon decided in 2015 to make the final two weeks of the program a scheduled pickup per neighborhood as outlined in the leaf pick up program maps. This process allows Public Works to focus on noted areas per date and also allows better communication to residents as to when Public Works will be picking up their leaves. The scheduled pickup make for a more efficient and effective use of the City's resources.

Why was the program only 4 weeks in the Fall of 2016?

After the May 5, 2015 approval of the 2015 Fall Leaf Program Council Member Janssen asked then City Administrator Aaron Otto/Mark Pentz if Public Works would ever consider a Spring Leaf Program. Mark Pentz directed staff to research the impacts of a Spring Leaf pickup and develop a potential schedule to present to the Governing Body. On July 30, 2015 Director Jose Leon provided the Governing Body the positive/negative impacts of a Spring Leaf pickup. Director Jose Leon provided a full schedule of the 2016 Leaf Pickup program which noted 2 weeks of Spring Leaf Pickup in March 2016, with the Fall 2016 Leaf Pickup Program shortened 2 weeks. Staff believed beginning the program toward the middle of November would make for the most benefit with a 4 week schedule.

What Equipment is used for the Leaf Program and what is the cost of equipment?

#101 - Dump Truck = \$96,394 **Used for snow operations*
#102 - Dump Truck = \$96,394 **Used for snow operations*
#201 - Street Sweeper = \$233,900
#202 - Front Wheel Loader = \$110,000 **Used for snow operations*
#205 - Trackless Machine = \$126,000
#206 - Leaf Attachment = \$44,000

Total Equipment Costs = **\$706,688**

For reference all vehicles, weapons, radios, computers, and cameras used by our police department have a total cost of \$333,000, a new pumper fire truck costs \$575,000 an ambulance is \$165,000.

What challenges are there for the City to continue to pick up leaves through the Winter?

Using the same equipment for snow removal operations and the leaf program is a challenge for our Public Works. Switching the Dump Trucks and preparing them for snow removal operations can cause a 4 hour delay in response to snow operations. This delay would jeopardize the safety of our roads and consequently the response of our police department to emergencies. Predicting the weather is not ideal, and Public Works switching back and forth between programs could cause a large mess of leaves being plowed down residential streets (with the current approach). Public Works largest priority in the winter is snow operations, but beyond that our other priorities are:

- Stormwater Infrastructure Maintenance
- Park/Green Space de-weeding and trimming
- Equipment Maintenance
- Building Maintenance
- Street Maintenance planning and preparation
- Pot Hole Response

Financial Impact

Amount of Request: 0	
Budgeted Item?	Budgeted Amount: \$44,916.00
Line Item Code/Description: 5101.115, 5211.115, 5302.115, and 5312.115	

Additional Information

Overall 2016 program costs reflect \$115,764.84

Fall = \$101,693.51

Spring = \$14,071.34

****This includes out of pocket expenses \$22,481.06****

How does item relate to Strategic Plan?

N/A

How does item benefit Community for all Ages?

N/A

ATTACHMENTS:

Description	Type
☐ Spring 2016 Costs	Backup Material
☐ Fall 2016 Costs	Backup Material
☐ Overall 2016 Program Costs	Backup Material
☐ 2016 Program Schedule	Backup Material
☐ 2016 Final Pickup Map	Backup Material

Spring Leaf Program Cost Per Hour			
Asset	Rate/Hr	Hours Worked	Cost
PW Staff	\$ 34.07	125.0	\$ 4,258.75
PW Director	\$ 57.36	12	\$ 688.32
#101 - Dump Truck	\$ 42.25	20.8	\$ 880.21
#102 - Dump Truck	\$ 42.25	20.8	\$ 880.21
#201 - Sweeper	\$ 83.00	60	\$ 4,980.00
#202 - Front Wheel Loader	\$ 87.25	2.5	\$ 218.13
#205/#206 - Trackless Machine w/ Leaf Attachment	\$ 46.19	20.8	\$ 962.28
		Total Cost	\$ 12,867.89
Leaf Disposal Cost			
Containers	Quantity *	Cost/Per	Cost
40 Cubid Yard Dumpsters	4	\$ 144.00	\$ 576.00
Fuel Cost			
Asset	Fuel Usage (Gallons)	Avg Cost/Per	Cost
#101 - Dump Truck	20.67	\$ 2.00	\$ 41.33
#102 - Dump Truck	143.69	\$ 2.28	\$ 327.66
#201 - Sweeper	87.51	\$ 2.10	\$ 184.09
#202 - Front Wheel Loader	10.2	\$ 2.03	\$ 20.71
#205 - Trackless Machine	24.8	\$ 2.03	\$ 50.34
		Total Cost	\$ 624.13
Maintenance & Repairs			
Asset	Cost		
	\$ -		
	\$ -		
	\$ -		
Misc. Cost			
#201 - Sweeper water usage	\$3.32		
30 overtime Man-Hours for Roe Blvd. pickup	\$ 1,533.30		
Arrow Board Rental for Roe Blvd pickup	\$ 200.00		
	Total Program Costs	\$ 14,071.34	

Notes

Includes wage and benefit costs plus 15% for overhead. Does not include Superintendent

Rate/Hr based on FEMA rate schedule.

Rate/Hr based on FEMA rate schedule.

Rate/Hr baed on FEMA rate schedule. Does

Rate/Hr based on FEMA rate schedule.

Rental Rate based on \$8000 monthly rental rate divided by (4.33 weeks times 40 hours)

Rental rate provided City's equipment seller

*Total so far

825 gallons/1000 gallons(x \$4.02)

30 hour x \$51.11

Fall Leaf Program Cost Per Hour			
Asset	Rate/Hr	Hours Worked	Cost
PW Staff	\$ 34.07	925	\$ 31,514.75
PW Director	\$ 57.36	55	\$ 3,154.80
#101 - Dump Truck	\$ 42.25	253.5	\$ 10,710.38
#102 - Dump Truck	\$ 42.25	253.5	\$ 10,710.38
#201 - Sweeper	\$ 83.00	147.5	\$ 12,242.50
#202 - Front Wheel Loader	\$ 87.25	17	\$ 1,483.25
#205/#206 - Trackless Machine w/ Leaf Attachment	\$ 46.19	253.5	\$ 11,709.01
		Total Cost	\$ 81,525.06
Leaf Disposal Cost			
Containers	Quantity *	Cost/Per	Cost
40 Cubid Yard Dumpsters	48	\$ 144.00	\$ 6,912.00
Fuel Cost			
Asset	Fuel Usage (Gallons)	Cost/Per	Cost
#101 - Dump Truck	100.59	\$ 2.27	\$ 228.70
#102 - Dump Truck	143.69	\$ 2.28	\$ 327.66
#201 - Sweeper	237.65	\$ 2.28	\$ 542.49
#202 - Front Wheel Loader	45.5	\$ 2.03	\$ 92.36
#205 - Trackless Machine	241.6	\$ 2.03	\$ 490.44
		Total Cost	\$ 1,681.65
Maintenance & Repairs			
Asset	Cost		
#205 - Trackless Machine	\$ 1,610.07		
#206 - Leaf Attachment	\$ 9,387.77		
	\$ 10,997.84		
Misc. Cost			
#201 - Sweeper water usage	\$31.84		
16 Man-Hours fixing #205 Trackless	\$ 545.12		
	Total Program Costs	\$ 101,693.51	

Notes
Includes wage and benefit costs plus 15% for overhead. Does not include Superintendent Adminstrative task Hours.
Rate/Hr based on FEMA rate schedule.
Rate/Hr based on FEMA rate schedule.
Rate/Hr baed on FEMA rate schedule. Does not include cost of water = 7,920 gallons/1000 times \$4.02 = \$31.83
418 Rate/Hr based on FEMA rate schedule.
Rental Rate Based on \$8000 monthly rental rate divided by (4.33 weeks times 40 hours)
Rental rate provided City's equipment seller

*Total so far

7,920 gallons x \$0.40 cents
16 hour x \$34.07

2016 Total Leaf Program Costs	
Spring Pickup Cost	\$ 14,071.34
Fall Pickup Cost	\$ 101,693.51
Total Program	\$ 115,764.84

Out of Pocket Costs \$22,481.06

2016

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6			1	2	3	4	5
3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19
17	18	19	20	21	22	23	21	22	23	24	25	26	27	20	21	22	23	24	25	26
24	25	26	27	28	29	30	28	29						27	28	29	30	31		
31																				
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6	7			1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5				1	2	3	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

 - East
 - West
 - Roe Blv
 - WWH
 - WW

HTTP://WWW.PRINTFREE.COM

2016 Fall Leaf Final Pickup Schedule

Wednesday, November 30th

Friday, December 2nd

Tuesday, November 29th

Monday, December 5th

Thursday, December 1st

Wednesday, December 7th

Monday, November 28th

Tuesday, December 6th

This map illustrates the Final Pickup Days for your neighborhood. It is imperative to have your leaves out in the street the evening before your scheduled pickup date. Each street will receive one pass down each side of the street. After your scheduled final pick-up date has passed it is the homeowners responsibility to pickup their leaves

Roe Blvd residents, there will no longer be Saturday pickups for your leaves. Please follow the East and West weekly schedules and the Final Pickup schedule as noted on this map. Please contact our PW Director Jose Leon at jleon@roelandpark.org or 913-722-2600.

