

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall - 4600 W 51st St
October 16, 2017 7:00 PM

- Joel Marquardt, Mayor
- Erin Thompson, Council Member
- Becky Fast, Council Member
- Michael Poppa, Council Member
- Ryan Kellerman, Council Member

- Tim Janssen, Council Member
- Teresa Kelly, Council Member
- Sheri McNeil, Council Member
- Michael Rhoades, Council Member

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

Admin

Fast

Kelly

Finance

Janssen

Thompson

Safety

Rhoades

Kellerman

Public Works

McNeil

Poppa

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.

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 # 909

B. July 17, 2017 Council Minutes

III. Business From the Floor

A. Applications / Presentations

IV. Mayor's Report

V. Workshop and Committee Reports

VI. Reports of City Liaisons

- A. MARC – Bike & Pedestrian (Teresa Kelly and Becky Fast)
- B. Stormwater Management Advisory Council (Jose Leon and Ryan Kellerman)

VII. Unfinished Business

VIII. New Business

- A. Extension to Cell Tower Lease Agreements
- B. City Administrator Agreement

IX. Ordinances and Resolutions:

X. Workshop Items:

XI. Reports of City Officials:

- A. Executive Session - City Administrator Evaluation I move the Governing Body recess into executive session to discuss the City Administrator Evaluation pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(1). The open meeting to resume in the council chamber at _____.

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.

Date:

Committee/Department:

Appropriation Ordinance # 909

Recommendation:

Financial Impact

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

How does item relate to Strategic Plan?

ATTACHMENTS:

Description



Appropriation Ordinance # 909

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, October 13, 2017

Appropriation Ordinance - 10/16/2017 - #909

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 16th day of October, 2017.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	496,625.08
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There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance - 10/16/2017 - #909

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
Advance Auto Parts	106	5210.106	Maintenace And Repair Building	Invoice: 5128728528411 /	10/11/2017	6.43	67265	6.43
All Copy Products Inc.	102	5214.102	Other Contractual Services	Invoice: AR2187339 /	9/27/2017	11.15	67214	131.13
All Copy Products Inc.	105	5214.105	Other Contractual Services	Invoice: AR2187339 /	9/27/2017	119.98	67214	
All Star Awards & Ad Specialties, Inc	101	5307.101	Other Commodities	Invoice: 434443 /	10/4/2017	528.53	67234	528.53
American Legacy Construction	101	4265.101	Business Occupational Licenses	Invoice: 9/28/17 OVERPAYMENT /	10/4/2017	40.00	67235	40.00
Asphalt Sales Company, Inc	300	5246.300	In-House Street Maintenance	Invoice: 135640 /	10/11/2017	84.37	67266	84.37
AT&T	101	5202.101	Telephone	Invoice: 3241 9/21/17 /	10/4/2017	48.09	67236	48.09
Axon Enterprise, Inc.	102	5214.102	Other Contractual Services	Invoice: SI1502941 /	10/4/2017	555.00	67237	555.00
Barnhart Security & Alarm, Inc.	106	5210.106	Maintenace And Repair Building	Invoice: 9341 /	10/11/2017	75.00	67267	75.00
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	Invoice: 76822215 /	10/11/2017	1,763.52	67268	1,763.52
Blue Sky Cleaners	102	5224.102	Laundry Service	Invoice: 10/1/17 /	10/4/2017	247.80	67238	247.80
Kelley Bohon	105	5206.105	Travel Expense & Training	Invoice: 6/21-9/29/17 EXP /	10/4/2017	29.96	67239	29.96
Kathy Bolek	103	5206.103	Travel Expense & Training	Invoice: 11/4/16-8/4/17 EXP /	10/4/2017	28.89	67240	28.89
Breeden Holdings, LLC	106	5260.106	Vehicle Maintenace	Invoice: 1034301 /	10/11/2017	543.45	67269	1,696.91
Breeden Holdings, LLC	106	5260.106	Vehicle Maintenace	Invoice: 1034333 /	10/11/2017	646.05	67269	
Breeden Holdings, LLC	106	5260.106	Vehicle Maintenace	Invoice: 1034363 /	10/11/2017	507.41	67269	
The Bullet Hole	102	5206.102	Travel Expense & Training	Invoice: 368510 /	9/27/2017	20.00	67215	20.00
Manuel Persival Carrizosa	103	4410.103	Fine	CK32281 Invoice: 10/10/17 RESTITIUTIC	10/10/2017	2,100.00	32281	2,100.00
City of Fairway	101	5237.101	Community Events	Invoice: 9/19/17 PAPER SHREDD /	9/20/2017	192.86	67199	192.86
City of Lawrence	102	5206.102	Travel Expense & Training	Invoice: 11/13-17/17 SEMINAR /	10/4/2017	350.00	67241	350.00
City of Lawrence	102	5206.102	Travel Expense & Training	Invoice: 105 /	10/11/2017	350.00	67270	350.00
Coleman Equipment Inc.	106	5211.106	Maintenace & Repair Equipment	Invoice: 17754 /	10/11/2017	1,291.30	67271	1,291.30
Occupational Health Centers of the	104	5207.104	Medical & Drug Testing	Invoice: 1010314941 /	10/11/2017	58.00	67272	58.00
Consolidated Communications	106	5202.106	Telephone	CK32278 Invoice: 9/9/17 /	9/26/2017	141.71	32278	141.71
Custom Tree Care, Inc.	106	5263.106	Tree Maintenance	Invoice: 16220 8/26/17 /	9/27/2017	3,806.25	67216	3,806.25
Dash Medical Gloves	102	5307.102	Other Commodities	Invoice: INV1073208 /	10/4/2017	56.63	67242	56.63
Dog Waste Depot	106	5262.106	Grounds Maintenance	Invoice: 176765 /	10/11/2017	235.98	67273	235.98
Family Support Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 9/21/17 HARPER /	9/20/2017	328.62	67200	328.62
Family Support Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 10/5/17 HARPER /	10/4/2017	328.62	67243	328.62
Fred Pryor Seminars	105	5206.105	Travel Expense & Training	Invoice: 180433 /	10/11/2017	198.00	67274	693.00
Fred Pryor Seminars	106	5206.106	Travel Expense & Training	Invoice: 180433 /	10/11/2017	495.00	67274	
Galls, LLC	102	5308.102	Uniforms & Duty Gear	Invoice: 8260525 /	9/27/2017	219.96	67217	824.85
Galls, LLC	102	5308.102	Uniforms & Duty Gear	Invoice: 8260524 / matthew stwarz	9/27/2017	219.96	67217	
Galls, LLC	102	5308.102	Uniforms & Duty Gear	Invoice: 8260523 / matthew stwarz	9/27/2017	274.95	67217	
Galls, LLC	102	5308.102	Uniforms & Duty Gear	Invoice: 8260522 /	9/27/2017	109.98	67217	
Galls, LLC	102	5260.102	Vehicle Maintenace	Invoice: 8309108 /	10/4/2017	120.00	67244	153.85
Galls, LLC	102	5308.102	Uniforms & Duty Gear	Invoice: 8345052 / john de moss	10/4/2017	9.89	67244	
Galls, LLC	102	5308.102	Uniforms & Duty Gear	Invoice: 8309116 /	10/4/2017	23.96	67244	
GBA Architects Engineers	450	5456.450	CARS Project	Invoice: 51234 /	10/11/2017	62,173.23	67275	62,173.23

Gilmore & Bell, P.C.	200	5209.200	Professional Services	Invoice: 38751 /	10/4/2017	800.00	67245	1,600.00
Gilmore & Bell, P.C.	370	5209.370	Professional Services	Invoice: 38751 /	10/4/2017	266.67	67245	
Gilmore & Bell, P.C.	400	5209.400	Professional Services	Invoice: 38751 /	10/4/2017	266.66	67245	
Gilmore & Bell, P.C.	410	5209.410	Professional Services	Invoice: 38751 /	10/4/2017	266.67	67245	
David J. Grummon, P.A.	103	5209.103	Professional Services	Invoice: 10/3/17 /	10/4/2017	150.00	67246	300.00
David J. Grummon, P.A.	103	5209.103	Professional Services	Invoice: 10/2/17 /	10/4/2017	150.00	67246	
Hampel Oil, Inc.	106	5302.106	Motor Fuels & Lubricants	Invoice: 90940750 /	10/11/2017	1,018.60	67276	1,018.60
Harbour Construction, Inc.	106	5221.106	Maintenance Streets-contract	Invoice: 130099350 /	10/11/2017	179,781.90	67277	179,781.90
Johnson County Wastewater	101	5288.101	Waste Water	Invoice: 3179/1838 9/7/17 /	9/20/2017	222.03	67201	364.86
Johnson County Wastewater	106	5288.106	Waste Water	Invoice: 3179/1838 9/7/17 /	9/20/2017	142.83	67201	
Johnson County Government	101	5218.101	IT & Communication	Invoice: 120801 /	10/4/2017	4,935.14	67247	4,935.14
Johnson County Key Service, Inc.	101	5210.101	Maintenace & Repair Building	Invoice: 134356 /	9/27/2017	10.50	67218	10.50
Johnson County Park & Recreation [	290	5255.290	JoCo HR	Invoice: 9/1/17 /	9/20/2017	20,750.00	67202	20,750.00
Ka-Comm., Inc.	102	5260.102	Vehicle Maintenace	Invoice: 156577 /	10/4/2017	201.43	67248	201.43
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	Invoice: 2834 9/25/17 /	10/4/2017	65.93	67249	65.93
KCP & L	101	5201.101	Electric	Invoice: MULTIPLE 9/25/17 /	9/27/2017	2,221.70	67219	2,803.41
KCP & L	106	5201.106	Electric	Invoice: MULTIPLE 9/25/17 /	9/27/2017	581.71	67219	
Keller Fire & Safety	290	5210.290	Maintenace And Repair Building	Invoice: 190700 /	10/11/2017	177.50	67278	177.50
Key Equipment & Supply	106	5211.106	Maintenace & Repair Equipment	Invoice: 250975 /	10/11/2017	154.00	67279	154.00
Kansas Gas Service	101	5289.101	Natural Gas	Invoice: 1745/7836 9/13/17 /	9/20/2017	50.31	67203	109.20
Kansas Gas Service	106	5289.106	Natural Gas	Invoice: 1745/7836 9/13/17 /	9/20/2017	58.89	67203	
Kansas Dept. of Health & Environme	510	5209.510	Professional Services	Invoice: 2017-2018 SKS630006 /	10/11/2017	60.00	67280	60.00
Kansas Law Enforcement CIT Council	102	5310.102	Training Supplies	Invoice: 9/17 REGISTRATION /	9/20/2017	350.00	67204	350.00
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	Invoice: 7090437 /	10/11/2017	205.20	67281	367.20
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	Invoice: 7080439 /	10/11/2017	162.00	67281	
Kansas Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 9/21/17 F REEVES JR /	9/20/2017	138.92	67205	138.46
Kansas Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 9/21/17 F REEVES JR /	9/20/2017	138.46	67250	138.46
Kansas Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 10/5/17 F REEVES JR /	10/4/2017	138.92	67206	138.92
Kansas Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 10/5/17 F REEVES JR /	10/4/2017	138.46	67251	138.92
Kansas Secretary of State	102	5250.102	Insurance & Surety Bonds	Invoice: 9/14 NOTARY /	9/27/2017	25.00	67220	25.00
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	Invoice: 9/17 MUNICIP CT REV /	9/20/2017	2,286.00	67207	3,670.00
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	Invoice: 9/17 MUNIC CT REV 2 /	9/20/2017	1,384.00	67207	
Kansas State Treasurer	103	5228.103	Fees Due State of Kansas	Invoice: 10/17 MUNICIP CT REV /	10/4/2017	1,597.50	67252	1,597.50
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	Invoice: 317001010000008 /	10/11/2017	7,670.87	67282	20,613.49
Lamp, Rynearson & Assoc., Inc.	450	5456.450	CARS Project	Invoice: 317001020000005 /	10/11/2017	3,211.02	67282	
Lamp, Rynearson & Assoc., Inc.	300	5469.300	Stormwater Maintenance	Invoice: 317001050000007 /	10/11/2017	9,731.60	67282	
League of Kansas Municipalities	105	5206.105	Travel Expense & Training	Invoice: 172779 /	10/4/2017	160.00	67253	320.00
League of Kansas Municipalities	105	5206.105	Travel Expense & Training	Invoice: 172796 /	10/4/2017	160.00	67253	
The Legal Record	101	5204.101	Legal Printing	Invoice: L69361 /	9/27/2017	14.81	67221	14.81
The Legal Record	101	5204.101	Legal Printing	Invoice: L69512 /	10/4/2017	37.08	67254	57.71
The Legal Record	101	5204.101	Legal Printing	Invoice: L69564 /	10/4/2017	20.63	67254	
Kansas City Series of Lockton Co., LL	102	5250.102	Insurance & Surety Bonds	Invoice: 10050512 /	9/27/2017	50.00	67222	50.00
Logan Contractors Supply, Inc	300	5246.300	In-House Street Maintenance	Invoice: R70151 /	10/11/2017	1,320.00	67283	1,320.00

Lowe's Business Acct./GEMB	290	5210.290	Maintenace And Repair Building	CK32279 Invoice: 1760 10/12/17 /	10/2/2017	132.05	32279	620.80
Lowe's Business Acct./GEMB	106	5259.106	Traffic Control Maintenance	CK32279 Invoice: 1760 10/12/17 /	10/2/2017	77.98	32279	
Lowe's Business Acct./GEMB	106	5259.106	Traffic Control Maintenance	CK32279 Invoice: 1760 10/12/17 /	10/2/2017	22.43	32279	
Lowe's Business Acct./GEMB	106	5259.106	Traffic Control Maintenance	CK32279 Invoice: 1760 10/12/17 /	10/2/2017	86.62	32279	
Lowe's Business Acct./GEMB	106	5259.106	Traffic Control Maintenance	CK32279 Invoice: 1760 10/12/17 /	10/2/2017	27.37	32279	
Lowe's Business Acct./GEMB	106	5262.106	Grounds Maintenance	CK32279 Invoice: 1760 10/12/17 /	10/2/2017	103.55	32279	
Lowe's Business Acct./GEMB	106	5262.106	Grounds Maintenance	CK32279 Invoice: 1760 10/12/17 /	10/2/2017	43.68	32279	
Lowe's Business Acct./GEMB	290	5262.290	Grounds Maintenance	CK32279 Invoice: 1760 10/12/17 /	10/2/2017	12.78	32279	
Lowe's Business Acct./GEMB	106	5304.106	Janitorial Supplies	CK32279 Invoice: 1760 10/12/17 /	10/2/2017	38.38	32279	
Lowe's Business Acct./GEMB	106	5318.106	Tools	CK32279 Invoice: 1760 10/12/17 /	10/2/2017	75.96	32279	
MARC	270	5456.270	CARS Projects - Streets	Invoice: DI0002683 /	10/11/2017	23,313.00	67284	23,313.00
Venessa Maxwell-Lopez	103	5209.103	Professional Services	Invoice: 9/15/17 /	9/20/2017	150.00	67208	150.00
Venessa Maxwell-Lopez	103	5209.103	Professional Services	Invoice: 9/29/17 /	10/4/2017	90.00	67255	90.00
Minnesota Elevator, Inc.	101	5210.101	Maintenace & Repair Building	Invoice: 721041 /	9/27/2017	335.00	67223	335.00
Midwest Public Risk	107	5126.107	Health Insurance	Invoice: B03R12 /	9/27/2017	27,427.28	67224	27,427.28
Midway Ford Truck Center Inc	106	5211.106	Maintenace & Repair Equipment	Invoice: R10022248301 /	10/11/2017	2,236.47	67285	2,236.47
Miller Management Systems, LLC	106	5101.106	Salaries - Regular	Invoice: 18452 /	10/4/2017	35.00	67256	35.00
John Morris	102	5206.102	Travel Expense & Training	Invoice: 10/21-24/17 TRVL ADV /	10/4/2017	262.00	67257	262.00
NAPA Auto Parts	106	5210.106	Maintenace And Repair Building	Invoice: 2138571518 /	10/11/2017	53.01	67286	80.17
NAPA Auto Parts	106	5211.106	Maintenace & Repair Equipment	Invoice: 4569973005 /	10/11/2017	27.16	67286	
Nationwide Retirement Solutions	101	2060.101	Section 457 Employee Payable	Invoice: 9/21/17 PAYROLL /	9/20/2017	1,128.89	67209	1,128.89
Nationwide Retirement Solutions	101	2060.101	Section 457 Employee Payable	Invoice: 10/5/17 PAYROLL /	10/4/2017	1,048.85	67258	1,048.85
Next To Nature Landscape, LLC	106	5214.106	Other Contractual Services	Invoice: 41727 /	10/11/2017	5,418.00	67287	5,418.00
Online Solutions, LLC	101	5266.101	Computer Software	Invoice: 2757 /	9/27/2017	7,200.00	67225	7,200.00
Optiv Security	102	5211.102	Maintenace & Repair Equipment	Invoice: INV100065528 /	9/20/2017	101.68	67210	101.68
Crafco, Inc.	106	5259.106	Traffic Control Maintenance	Invoice: 25503024 /	10/11/2017	566.25	67288	1,019.25
Crafco, Inc.	106	5259.106	Traffic Control Maintenance	Invoice: 25502948 /	10/11/2017	453.00	67288	
Praxair Distribution Inc	106	5318.106	Tools	Invoice: 79060669 /	10/11/2017	26.69	67289	26.69
Balls Food Stores	102	5236.102	Community Policing	Invoice: 649085 /	9/27/2017	22.26	67226	138.02
Balls Food Stores	102	5236.102	Community Policing	Invoice: 649081 /	9/27/2017	115.76	67226	
Principal Life	107	5130.107	City Paid Life/ST Disability	Invoice: 9/17/17 /	9/27/2017	843.55	67227	843.55
Print Tekk	101	5208.101	Newsletter	Invoice: 113674 /	10/4/2017	1,644.65	67259	1,644.65
Print Tekk	101	5253.101	Public Relations	Invoice: 113763 /	10/11/2017	185.84	67290	185.84
Wex Bank	102	5302.102	Motor Fuels & Lubricants	CK32276 Invoice: 5105663 /	9/19/2017	1,665.55	32276	1,665.55
Wex Bank	106	5302.106	Motor Fuels & Lubricants	Invoice: 51326191 /	9/20/2017	668.42	67211	668.42
Riteway Maintenance & Supply, LLC	101	5214.101	Other Contracted Services	Invoice: 17024 /	9/20/2017	910.00	67212	910.00
Riteway Maintenance & Supply, LLC	101	5214.101	Other Contracted Services	Invoice: 17117 /	10/4/2017	910.00	67260	910.00
Road Builders Machinery & Supply C	300	5246.300	In-House Street Maintenance	Invoice: R35341 /	10/11/2017	1,800.00	67291	1,800.00
George Schlegel	101	5230.101	Art Commissioner	Invoice: CHECKOCT /	10/1/2017	100.00	67231	100.00
Shafer, Kline & Warren, Inc.	270	5209.270	Professional Services	Invoice: 13009901045 /	10/11/2017	675.00	67292	3,549.32
Shafer, Kline & Warren, Inc.	300	5209.300	Professional Services	Invoice: 1300993509 /	10/11/2017	769.40	67292	
Shafer, Kline & Warren, Inc.	510	5209.510	Professional Services	Invoice: 13009922024 /	10/11/2017	1,257.50	67292	
Shafer, Kline & Warren, Inc.	300	5470.300	Park Maint/Infrastructure	Invoice: 1300993707 /	10/11/2017	847.42	67292	

Shawnee Mission Ford, Inc.	360	5315.360	Machinery & Auto Equipment	Invoice: 15533 /	10/11/2017	30,789.00	67293	30,789.00
Smitty's Lawn & Garden Equipment	106	5318.106	Tools	Invoice: 475223 /	10/11/2017	495.00	67294	495.00
Staples Advantage	101	5301.101	Office Supplies	Invoice: 8046509355 /	10/4/2017	218.68	67261	218.68
Staples Advantage	101	5301.101	Office Supplies	Invoice: 8045414233 2 /	10/11/2017	71.54	67295	71.54
Strasser True Value	106	5302.106	Motor Fuels & Lubricants	Invoice: 260697. /	10/11/2017	19.90	67296	221.56
Strasser True Value	106	5306.106	Materials	Invoice: 260697. /	10/11/2017	178.69	67296	
Strasser True Value	106	5318.106	Tools	Invoice: 260697. /	10/11/2017	22.97	67296	
US BANK	102	5206.102	Travel Expense & Training	Invoice: MORRIS 9/25/17 /	10/11/2017	900.77	67297	2,538.50
US BANK	105	5206.105	Travel Expense & Training	Invoice: MOODY 9/25/17 /	10/11/2017	14.00	67297	
US BANK	106	5206.106	Travel Expense & Training	Invoice: LEON 9/25/17 /	10/11/2017	15.00	67297	
US BANK	106	5206.106	Travel Expense & Training	Invoice: SCHARFF 9/25/17 /	10/11/2017	500.00	67297	
US BANK	106	5206.106	Travel Expense & Training	Invoice: LEON 9/25/17 /	10/11/2017	599.92	67297	
US BANK	106	5259.106	Traffic Control Maintenance	Invoice: SCHARFF 9/25/17 /	10/11/2017	318.81	67297	
US BANK	106	5262.106	Grounds Maintenance	Invoice: SCHARFF 9/25/17 /	10/11/2017	110.00	67297	
US BANK	101	5305.101	Dues, Subscriptions, & Books	Invoice: MOODY 9/25/17 /	10/11/2017	35.00	67297	
US BANK	102	5307.102	Other Commodities	Invoice: MORRIS 9/25/17 /	10/11/2017	45.00	67297	
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	Invoice: 252543 /	10/11/2017	1,623.31	67298	1,623.31
Verizon Wireless	102	5202.102	Telephone	Invoice: 9793309974 /	10/4/2017	273.76	67262	353.78
Verizon Wireless	104	5202.104	Telephone	Invoice: 9793309974 /	10/4/2017	40.01	67262	
Verizon Wireless	106	5202.106	Telephone	Invoice: 9793309975 /	10/4/2017	40.01	67262	
Vireo	101	5249.101	Branding Implementation	Invoice: P141061 /	9/27/2017	2,620.00	67228	2,620.00
Vireo	101	5253.101	Public Relations	Invoice: P171062 /	10/11/2017	2,620.00	67299	2,620.00
Water District No 1 of Johnson Cour	106	5287.106	Water	Invoice: 3901 9/21/17 /	9/27/2017	93.28	67229	93.28
Water District No 1 of Johnson Cour	101	5287.101	Water	Invoice: 10/16/17 MULTIPLE /	10/4/2017	152.34	67263	885.54
Water District No 1 of Johnson Cour	106	5287.106	Water	Invoice: 10/16/17 MULTIPLE /	10/4/2017	733.20	67263	
WCA Waste Corporation	115	5272.115	Solid Waste Contract	Invoice: 990000307586 /	10/4/2017	6,309.02	67264	6,309.02
Wichita State University	105	5206.105	Travel Expense & Training	Invoice: 102614 /	9/20/2017	305.00	67213	305.00
Zerger & Mauer LLP	510	5209.510	Professional Services	Invoice: 11590001 /	9/27/2017	342.00	67230	5,871.00
Zerger & Mauer LLP	101	5215.101	City Attorney	Invoice: 11590001 /	9/27/2017	5,529.00	67230	
KPERS	101	2040.101	KPERS Accrued Employee	EFT#9/19/17 Invoice: 9/19/17 /	9/19/2017	1,840.13		
KPERS	101	2050.101	Insurance Withholding Payable	EFT#9/19/17 Invoice: 9/19/17 /	9/19/2017	126.06		
KPERS	107	5123.107	KPERS City Contribution	EFT#9/19/17 Invoice: 9/19/17 /	9/19/2017	2,594.57		
KPERS	101	2045.101	KP&F Employee Withholding Payable	EFT#9/21/2017 Invoice: 9/21/2017 /	9/21/2017	2,373.56		
KPERS	107	5131.107	KP&F City Contribution	EFT#9/21/2017 Invoice: 9/21/2017 /	9/21/2017	6,317.35		
KPERS	101	2040.101	KPERS Accrued Employee	EFT#10/12/17 Invoice: 10/12/17 /	10/12/2017	1,681.24		
KPERS	101	2050.101	Insurance Withholding Payable	EFT#10/12/17 Invoice: 10/12/17 /	10/12/2017	119.26		
KPERS	107	5123.107	KPERS City Contribution	EFT#10/12/17 Invoice: 10/12/17 /	10/12/2017	2,370.54		
KP&F	101	2045.101	KP&F Employee Withholding Payable	EFT#9/19/17 Invoice: 9/19/17 /	9/19/2017	2,187.55		
KP&F	101	2050.101	Insurance Withholding Payable	EFT#9/19/17 Invoice: 9/19/17 /	9/19/2017	37.19		
KP&F	107	5131.107	KP&F City Contribution	EFT#9/19/17 Invoice: 9/19/17 /	9/19/2017	5,822.27		
KP&F	101	2040.101	KPERS Accrued Employee	EFT#9/21/2017 Invoice: 9/21/2017 /	9/21/2017	1,734.50		
KP&F	107	5123.107	KPERS City Contribution	EFT#9/21/2017 Invoice: 9/21/2017 /	9/21/2017	2,445.63		
KP&F	101	2045.101	KP&F Employee Withholding Payable	EFT#10/12/17 Invoice: 10/12/17 /	10/12/2017	2,129.36		

KP&F	101	2050.101	Insurance Withholding Payable	EFT#10/12/17 Invoice: 10/12/17 /	10/12/2017	58.39
KP&F	107	5131.107	KP&F City Contribution	EFT#10/12/17 Invoice: 10/12/17 /	10/12/2017	5,667.37
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Invoice: EFTOCT /	10/1/2017	<u>1,583.00</u>

	\$	496,625.08
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Item Number: Consent Agenda- II.-B.
Committee 10/16/2017
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **July 17, 2017 Council Minutes**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description



July 17, 2017 Council Minutes

Type

Cover Memo

**CITY COUNCIL MEETING MINUTES
CITY OF ROELAND PARK, KANSAS
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, July 17, 2017 7:00 P.M.**

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

Admin

Fast
Kelly

Finance

Janssen
Thompson

Safety

Rhoades
Kellerman

Public Works

McNeil
Poppa

Pledge of Allegiance

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

Roll Call

City Clerk Bohon called the roll. CMBR Janssen was absent.

Modification of Agenda

CMBR Kellerman suggested putting the budget discussion ahead of other items.

Mayor Marquardt said the Public Hearing is scheduled first followed by Citizen Comments.

CMBR Kelly would like to postpone the Bike and Pedestrian report to another time after she receives the notes from their last meeting. She said the Workshop items moved to Council should be kept as a Workshop item.

CMBR McNeil would like to see the Employee Recognition Award moved ahead of budget discussions.

CMBR Poppa would also like to leave the budget discussion as a Workshop item.

CMBR Kelly, CMBR Thompson and CMBR Fast would like to leave the agenda as is.

CMBR McNeil would leave it as is with the exception of the Employee Recognition Award.

CMBR Rhoades asked if they will be voting to set the mill levy after their discussion. City Administrator Moody said they have until August 25th to set the mill levy. Action will be taken at the August 21 Council meeting. CMBR Rhoades would like to have the mill levy discussion during the public hearing.

CMBR Thompson would like to move Workshop Item 2, Leaf Pickup Agreement with Westwood and Item 3, Leaf Pickup Agreement with Westwood Hills to the Consent Agenda.

(The Employee Recognition Award was presented)

Public Hearing – Set Mill Levy for 2018

Mayor Marquardt opened the public hearing stating the purpose is to discuss the budget. Possible changes to the mill levy will also be part of the discussion.

Linda Fell (5238 Mohawk) Ms. Fell stated the notification process of the public hearing is not adequate. She also stated she believes the mill levy should be reduced. Ms. Fell said the roads have been neglected and now the City

will be spending \$1.4 million on Roe Lane and \$7 million on Roe Blvd while the rest of the City roads are neglected. She would like to see the Governing Body come out with a more structured plan in the budget on the things neglected in the City. She also does not believe there should be \$1 million in the equipment and building reserve to be based upon the selling of the Rocks property.

Linda Mau. Ms. Mau asked CMBR Kelly to repeat how much she wanted the mill levy reduced. She also expressed concern as to why the Governing Body is not discussing the two increases of the mill levy and the increased sales tax in anticipation of Walmart leaving the City. She said they are now using that money towards infrastructure improvements when it was originally put there in anticipation of Walmart leaving.

As there were no more comments, Mayor Marquardt closed the Public Hearing and reopened the Council meeting.

I. CITIZENS' COMMENTS

A. Tom Madigan (5316 W. 49th Terr.) Mr. Madigan agreed with Ms. Fell that receiving notice of a budget public hearing less than five hours before the meeting is not sufficient notice. He also said he hears from the City that they do not have any control of where Fairway built their public works department and said he notified previous City Administrator Otto that the property would be for sale. Mr. Madigan also stated he spoke at the June 5 Council Workshop about the lack of citizen notification or input regarding the possibility of locating the Roeland Park Public Works building west of the Community Center. He provided notice that a group of citizens have organized and circulated a protest petition opposing the placement of a Public Works facility on the Community Center green space and currently has 113 signatures from all wards in the City.

B. Jan Faidley (4807 Birch) Ms. Faidley stated that at the beginning of June the Ad Hoc Development Committee was considering relocating Public Works to the west side of the Community Center. She said the research was done without input from the Council or citizens. In the petition they state their strong opposition to the proposal. She said Public Works belongs in an industrial area not in a residential setting. The fleet of City equipment is large and extensive. The loss of parkland, green space and mature trees to be replaced by asphalt is at odds of the recreational campus idea that the City has sought to promote at the site. The proposed loss of the Community Garden to parking spaces is inconceivable. Even with cost savings, it does not meet with customer satisfaction and does not truly address the issue of access to Nall Park from the Community Center. She understands the Development Committee has tabled this proposal, but would like to know for certain that it is to be tabled permanently.

C. Julie Stark (4920 Buena Vista) Ms. Stark asked that there be a ban placed on fireworks outside of public displays. She stated the following five points:

- They're very loud and can be disruptive to those with PTSD and pets.
- They're dangerous.
- Litter after the fireworks.
- The only city in Northern Johnson County who allows fireworks.
- They went on until 11:30 at night.

Mayor Marquardt thanked everyone for their comments and added that the Council does hear them even if they do not respond.

II. CONSENT AGENDA

A. Appropriation Ordinance #960

B. May 15, 2017 Council Minutes

C. Approve Purchase of Public Works Truck

D. Leaf Pickup Agreement with Westwood (Workshop #2)

E. Leaf Pickup Agreement with Westwood Hills (Workshop #3)

MOTION: CMBR POPPA MOVED AND CMBR KELLY SECONDED TO APPROVE THE CONSENT INCLUDING THE TWO ITEMS MOVED FROM WORKSHOP. (MOTION CARRIED 7-0).

III. BUSINESS FROM THE FLOOR

A. Applications / Presentations

1. Employee Recognition Award

City Administrator Moody stated this is the first Outstanding Service Award the City will bestow through the recently adopted Employee Recognition Program, a 2017 objective. Nominations were collected through the first half of 2017. The public were able to submit nominations at the Library, Community Center, City Hall, and through the City's website. He and Councilmember McNeil reviewed the nominations, noting that all were excellent examples of outstanding public service.

The nomination for Sergeant Randy Costlow came from a resident Randy provided medical assistance to while on duty. Randy has since taken on a mentoring role with the young man. Randy's compassion for those in need and his willingness to give of his personal time to City residents is an exemplary action they wish to highlight through the Outstanding Service Award.

(The award was presented to Sgt. Costlow followed by applause.

2. Community Garden

Anne O'Leary (51st & Reeds in Mission). Ms. O'Leary is a member of the Parks and Recreation and Tree Boards. She has been a Roeland Park volunteer since 1996 which led to the Seeds that Feed the Need Garden that is part of the Roeland Park Community Center. It had its first crop in 2008. The garden has since evolved into a full-time pantry at the Community Center and is now located in the Northeast Johnson County Multi-Service Center at Lamar and Martway in Mission. She reviewed the garden's history and said currently they have 14 raised beds and an herb garden. They are proud of the habitat they have created. The garden annually contributes between 800 and 1,000 pounds of produce to the food pantry. She said the garden is ideally located, gets massive amounts of direct sunlight and has nearby access to water. The location also lets them interact with the neighborhood.

Mayor Marquardt thanked Ms. O'Leary for taking her time in helping Roeland Park look good and helping other people.

CMBR Fast also thanked Ms. O'Leary. She said she visits the garden to see its progress and views it as a piece of art.

3. Committee Report Sustainability – Michael Kelly

Mike Kelly provided an update on the status of the Sustainability Committee which seeks to promote policies and practices that will help Roeland Park continue to thrive, not only through conscious ecological choices, but also engaging residents to undertake initiatives that recognize and preserve the City's values and traditions that are built, its natural environment, efforts to keep the air and water clean, to have safe and healthy neighborhoods, and a resilient economy. The goals they established for the year were to participate in community events supporting R Park, to help the City work towards recognition under the Mid-America Regional Council's Community for All Ages, and to look for ways to measure progress for the community as a whole.

Mr. Kelly said he appreciates the Council's initiative when they are making decisions to look through the Community for All Ages lens and the Sustainability Committee thanks them for doing this. He added that they were awarded the silver level of recognition and thanked Ms. Jones-Lacy for her help with that application. They are now working towards the gold standard and will be applying for that in November which is a recognition of adopting a Community for All Ages plan or the ability to be able to incorporate it into the Comprehensive Plan, Strategic Plan or a park plan.

The committee recently participated at the Party in Arrr Park at which they had an opportunity through Waste Management to recycle light bulbs and used batteries. They will continue to do this at future community events such as Barktoberfest.

They have also started Roeland Park's first annual sunflower growing contest. They provided seed packets and growing instructions for students at Roesland Elementary, City Hall and at community events. They have received a lot of good feedback from people. They will be judging the sunflowers at Barktoberfest in October and presenting various awards.

In August, they will also be participating in the Back to School Ice Cream Social at Roesland Elementary and will be providing safe and walkable streets for students around Roesland Elementary.

As a way for the committee to measure its progress they joined ICLEI last year, which is an international organization of sustainable communities throughout the country. From there they were able to acquire use of tracking software for City emissions. They are also looking into the City's history of energy and emissions usage and will present a report on ways to lower that usage in the future as well as the added benefit of saving money and making the community cleaner and safer in the future.

The committee looks forward to continued involvement in community events. Mr. Kelly said he appreciated the opportunity to speak at the Council meetings and thanked the Council for their continued support of initiatives.

Mayor Marquardt thanked Mr. Kelly for leading the Sustainability Committee.

IV. MAYOR'S REPORT

No report was given.

V. WORKSHOP AND COMMITTEE REPORTS

A. COUNCIL AND AD HOC SUMMARY

CMBR Fast reported that at the July 10 Council Workshop there was a lengthy discussion on animal control services to the City. They heard from representatives from Mission and Westwood who encouraged the City, as well as City staff, to stay in Northeast Animal Control through 2018. The Governing Body agreed, but would also continue to look into other service options and also how they can improve Northeast Animal Control.

She said the 2018 budget review was continued on July 10th and will be discussed again later during the Workshop portion of the meeting. The purchase of a Public Works truck approved on the Consent Agenda was discussed. They also discussed the grading, a retaining wall and the sanitary sewer at the Rocks. Also discussed was a resolution establishing a reserve amount for a major retailer and certain aspects of the Roeland Park pool dome. They discussed putting a winter pool on the ballot but decided against it as they are waiting to hear back from the aquatics task force committee which meets at the end of July and will then present a report in August about the winter pool.

CMBR Poppa - Ad Hoc Development Committee. CMBR Poppa said the minutes from the June 21st meeting were attached. They talked about ways to promote and announce new businesses in Roeland Park utilizing the City's website, newsletter and also through the quarterly business coffees that will be starting. They are in discussions with CBC on different flag options, different brands, or types of hotels that are interested in the Rocks development. The Public Works relocation was also discussed. CMBR Poppa said he appreciates the engagement of the citizens. He added that the first time the idea of relocating Public Works to the Community Center was presented in a public meeting with the Governing Body. After hearing the concerns of citizens and the Governing Body, they decided to table the discussion indefinitely. At the next ad-hoc Development Committee meeting they also discontinued the discussion indefinitely as well and it is not slated to come up on either board's agenda in the future. CMBR Poppa

thanked the residents for being engaged and said it is the epitome of the public's civic engagement. They do continue, however, to look outside of Roeland Park for a Public Works site. Later on in the Council agenda they will be discussing the Rocks grading, retaining wall and sanitary sewer work.

CMBR Fast asked if there has been any further information from the potential hotel. CMBR Poppa said there is one development group they are in talks with that brought back a maybe from one of the hotel brands. That was not what they were hoping for, but they did propose another hotel brand that they are currently discussing and CBC has another development group that's interested in developing a hotel on that site as well. There currently is not a proposal, but they are hoping to get one in the next couple of weeks. They also have a conglomerate of development companies interested in the northeast Johnson Drive and gateway site and it is still moving forward to the next steps.

VI. REPORTS OF CITY LIAISONS

A. MARC – Bike and Pedestrian

To be presented at a future meeting.

B. MARC – First Tier Suburbs

CMBR Kelly said their last meeting was a recognition meeting for other cities in the Community for All Ages. Their next meeting is scheduled July 21st and the Governing Body has been invited. It will be held at the new Johnson County Arts & Heritage Center from 8:30 a.m. to 10:00 a.m. City Administrator Moody will be moderating a panel on residential redevelopment and it is anticipated to be a robust conversation as a lot of the northeast and Kansas First Tier Suburbs are looking at issues surrounding that particular topic.

C. NE Animal Control

City Administrator Moody said the discussion at the last Workshop was to formally say Roeland Park will continue to be a member of Northeast Animal Control through 2018.

CMBR Rhoades said this sets a bad precedent.

CMBR Kellerman said Northeast Animal Control already knows they're going to extend through 2018 and it is laid out in the budget.

CMBR Thompson said they could do a special call July 24 to resolve the issue.

MOTION: CMBR POPPA MOVED AND CMBR KELLY SECONDED THAT THE CITY VOTE ON APPROVAL OF CONTINUING THE NORTHEAST ANIMAL CONTRACT BE MOVED TO NEW BUSINESS.

MOTION: CMBR POPPA MOVED AND CMBR THOMPSON SECONDED TO STRIKE THE ORIGINAL MOTION AND MOVED TO HAVE A SPECIAL CALL CITY COUNCIL MEETING JULY 24, 2017, PRIOR TO THE BUDGET DISCUSSION. (MOTION CARRIED 7-0).

VII. UNFINISHED BUSINESS

There was no unfinished business discussed.

VIII. NEW BUSINESS

A. Discuss Grading, Retaining Wall and Sanitary Sewer at the Rocks

City Administrator Moody said as discussed during the Workshop, Council has currently given approval to complete work up to \$1,150,000. It is anticipated that \$820,000 of the base contract will be for the stabilization plus an additional \$330,000 for unanticipated rock excavation (none of which has been done) and the remaining for the construction of the retaining wall.

They received a contract per unit price from Pyramid for the construction of the retaining wall which is anticipated to exceed the \$1,150,000. There is also a need to have a sanitary sewer realignment that is necessitated by the fact that grading at the southwest corner of the lot to provide a connection road between the lower level and the upper level will put more dirt over the top of the existing sanitary sewer, which makes it deeper than the sewer district allows and thus requires it to be moved further southwest to keep it at a permitted depth. The retaining wall is designed to they anticipate is close to finish grade. The sewer work needs to be done, but the question is should the retaining wall be built now or should they grade as best they can without the retaining wall and use those dollars on a stormwater retention which they anticipate will also be needed. They could require each lot to have their own stormwater retention which would consume some of their usable ground. By combining the retention to one lot that is furthest to the east on a steep narrow lot that does not have much potential for development the engineer said he could create an underwater stormwater detention facility. It would keep the area available for overflow parking to the adjacent lots. That cost is similar to the retaining wall cost.

City Administrator Moody will be meeting with CBC, the engineer and the development committee and work through the pros and cons associated with the retaining wall versus the pros and cons of the underground stormwater retention and return to the Governing Body with a recommendation on whether to move forward with the retaining wall or retention. He felt they could have that recommendation within two weeks.

Mayor Marquardt said there are monies from the TIF that need to be used by the end of 2017. If they want to consider the retaining wall, as shown it has a 16 percent slope in the middle and 10-foot fall in 60 feet. He said at grading it would be a 12 percent slope which is still high. This would also take away the ability to have a building where it is shown on the site. He said it would make the first floor unusable except for storage. Mayor Marquardt also said the building is too close to the retaining wall. By moving the retaining wall, then it becomes an infringement on the setback requirements for the property, or in the alternative moving the building construction to the west would make it smaller. These options would make the site even less usable. On the northern side the foundational footings are barely below grade and restrict the use on the lower ground. His concern with this is they need a realistic drawing to be able to determine the placement for the wall as it will place restrictions on the building of the site. Mayor Marquardt recommended working with the engineer to figure out where the wall needs to be, what the grades are going to be, and work with CBC to find a reasonable size structure on the upper level to include parking. He also recommended that the Governing Body hold off on voting until they get a recommendation back from the committee.

CMBR Kelly asked if the Redevelopment Committee members had any opinions about moving forward.

CMBR Rhoades said the Redevelopment Committee has not heard the comments by the Mayor before and would like to ponder those comments.

City Administrator Moody said Mayor Marquardt is articulating details that are at the site development level. As there are three properties that are in close proximity to one another that are not perfectly flat, what you do on one to control grade affects another. He said they will not know all the variables before they need to make a decision on how to use the balance of the funds. They need to make a best investment and this is why the Mayor needs to have that discussion meeting to work through the pros and cons of each concept.

Mayor Marquardt said he believes the Redevelopment Committee has not understood the aspect of the plan that it is built for a single business that's 6,000 square feet, not two businesses. He does not believe it is sized for two large restaurants. He wants to have a site plan that everyone feels is a comfortable way to go forward and that they know what they're expecting and they need to know exactly what they're voting on.

CMBR McNeil thanked Mayor Marquardt for his expertise and without him they would not have known to look at all of that.

Mayor Marquardt said it was really important to research the grades and understand the site in relation to the retaining wall and he wanted the drawing to be more complete so they understand what they're voting on.

CMBR Poppa asked Mayor Marquardt for his opinion on how to proceed. Mayor Marquardt said he could work with CBC to understand the realities of the upper site and also to work with the engineer to get the grades to tie together. He said at the top of the curved drive the slopes are about five percent which is comparable to the back parking lot at City Hall. At the caves site in the middle it's up to 15-16 percent and 13 percent at the bottom. He said those are very high grades.

CMBR Poppa asked if the grading would affect the sanitary sewer work. City Administrator Moody said it would not. He added that when the Council approved the \$1,150,000 contract there was an anticipation of a base bid of \$820,000 to stabilize the caves and potential unanticipated rock excavation and a retaining wall. They have known the sanitary work would be necessary. He does not see that they need to change the amount of the contract, but it would be good for the record to state the amount authorized shall cover the sanitary sewer relocation work. Staff can then instruct Pyramid to begin that work.

CMBR Rhoades said that developers want a level site, ready to go and believes they should go ahead and do the wall.

CMBR Thompson said the City's plan is to sell the land and they need to put it in the best shape they can. She would support an increase for the wall.

CMBR Fast said there has been no set plan to sell and they have talked about leasing the land.

CMBR Poppa said there has not been a decision to sell the land, however, they want the best use of the land and if someone is offering to buy the property they will bring that to the Council for discussion. He agreed they do need to get the ground as ready as possible. He would recommend an approval of the general plan with the sewer work and a retaining wall, with the Mayor working with CBC and talking about the retaining wall aspect.

CMBR Rhoades would not support moving the retaining wall west to make the upper portion smaller.

CMBR Poppa would like to see this item come back before the Ad Hoc Development Committee, but have enough time to return to Council in August.

MOTION: CMBR THOMPSON MOVED AND CMBR RHOADES SECONDED TO INCREASE THE MAXIMUM CONTRACT AMOUNT TO PYRAMID CONSTRUCTION FOR CAVE STABILIZATION, GRADING, SANITARY SEWER AND RETAINING WALL CONSTRUCTION TO \$1.2 MILLION, A \$50,000 INCREASE FROM THE ORIGINAL AMOUNT APPROVED.

MOTION: CMBR POPPA MOVED AND CMBR RHOADES SECONDED TO AMEND THE MOTION TO APPROVE AS WRITTEN WITH A FINAL PLAN REVIEWED BY THE AD HOC DEVELOPMENT COMMITTEE ON AUGUST 9, 2017, TO BE FORWARDED TO COUNCIL ON AUGUST 21, 2017.

MOTION: CMBR POPPA MOVED TO AMEND HIS AMENDMENT TO APPROVE THE \$50,000 INCREASE TO \$1.2 MILLION, MOVING FORWARD WITH THE CAVES STABILIZATION, GRADING AND SANITARY SEWER, WITH THE RETAINING WALL TO BE APPROVED IN AUGUST.

MOTION: CMBR POPPA MOVED AND CMBR THOMPSON SECONDED TO APPROVE THE SANITARY SEWER WORK UNDER THE EXISTING CONTRACT WITH PYRAMID CONSTRUCTION NOT TO EXCEED \$1.75 MILLION. (MOTION CARRIED 7-0)

B. Contract Logo Design Services

MOTION: CMBR POPPA MOVED AND CMBR THOMPSON SECONDED TO APPROVE THE LOGO DEVELOPMENT AGREEMENT WITH VERIO. (MOTION CARRIED 6-1 WITH CMBR KELLERMAN VOTING NO.)

C. Resolution Establishing Reserve Amount for Major Retailer

Ms. Jones-Lacy stated this resolution provides a committed fund balance for what is called the sales tax reserve. CMBR Kellerman asked if they could rename the fund and City Attorney Mauer said they are free to change the name. Staff suggests "Retail Sales Tax Loss Reserve." It will be Resolution No. 653 and is updated for the Mayor's signature following Council approval.

CMBR Kellerman would like to have the fund renamed to "Box Retail Sales Tax Loss."

CMBR Rhoades felt they would need more than \$1.4 million in the fund to reflect today's dollar value. And he also stated that when a large retailer leaves, it's not just the one store, but a grouping of stores.

CMBR McNeil said she would like to see stronger restrictions on the ability to use the fund such that it could not be touched unless they actually lost the retailer they anticipate leaving.

CMBR Poppa said he agreed, but stated if they lose any other big box retailer, then they would be able to access those funds.

CMBR Kelly said CMBR Rhoades made an excellent point that when they lose a store they lose a grouping of stores and did not want to limit access to the funds if a particular type of business leaves. She also recommended keeping the proposed title.

CMBR Poppa agreed that he supported the original wording as he does not want to see the City's hands tied if they lose a group of stores. He said that this is a promise to the residents that the money will be used for the purpose it was raised.

CMBR Kellerman disagreed that they are not tying the funds to any group other than they are just recognizing where and why the additional money was raised.

City Attorney Mauer offered an explanation of the wording. When it was first presented to him it was the idea that if one or more large box retailers left. As he tracked through how long they would have to leave and what does being "left" mean especially if they're still paying rent. If they move out and Spirit Halloween comes in for two months or three months in the interim, is the property truly vacant. Looking at all the scenarios it became difficult to craft an ordinance that captured what the Council really wanted to do and if what they do would have a dramatic adverse impact on the City's sales tax revenue, and will the effect be sustained and prolonged? He said that statistics run two months behind and they would not recognize the impact immediately and then it would be another eight months before they were able to use the funds.

MOTION: CMBR KELLERMAN MOVED AND CMBR RHOADES SECONDED TO AMEND THE MOTION TO APPROVE RESOLUTION 653 WHICH RESERVES \$1.4 MILLION AS COMMITTED FUND BALANCE IN THE GENERAL FUND FOR REVENUE STABILIZATION IN THE EVENT OF BIG BOX STORE RETAIL SALES TAX LOSS. (MOTION FAILS 2-3 WITH CMBRS FAST, MCNEIL, THOMPSON, KELLY AND POPPA VOTING NO.)

POLL THE COUNCIL

FAST - N MCNEIL - N RHOADES - Y KELLERMAN - Y THOMPSON - N KELLY - N POPPA - N

MOTION: CMBR THOMPSON MOVED AND CMBR KELLY SECONDED TO APPROVE RESOLUTION 653 WHICH RESERVES \$1.4 MILLION AS COMMITTED FUND BALANCE IN THE GENERAL FUND FOR REVENUE

STABILIZATION IN THE EVENT OF RETAIL SALES TAX LOSS. (MOTION CARRIED 6-1 WITH CMBR KELLERMAN VOTING NO.)

POLL THE COUNCIL

FAST - Y MCNEIL - Y RHOADES - Y KELLERMAN - N THOMPSON - Y KELLY - Y POPPA - Y

IX. ORDINANCES AND RESOLUTIONS

X. WORKSHOP ITEMS

A. 2018 Budget Review – Continued

The Governing Body agreed to continue the budget discussion at their next meeting.

CMBR Kelly wanted to clarify that she had asked what the value of one mill was during the 2014 budget cycle compared to the value of one mill today. She believes the answer she received in 2014 was one mill was worth \$60,832 and is projected for 2018 to be approximately \$75,000.

XI. REPORTS OF CITY OFFICIALS

Mayor Marquardt thanked Mr. Mauer for his input and his professionalism and said it was refreshing.

XII. ADJOURNMENT

MOTION: CMBR KELLY MOVED AND CMBR MCNEIL SECONDED TO ADJOURN. (MOTION CARRIED 7-0)

(Roeland Park Special Call City Council Meeting Adjourned)

Joel Marquardt, Mayor

Kelley Bohon, City Clerk

Item Number: Reports of City Liaisons- VI.-A.
Committee 10/16/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **MARC – Bike & Pedestrian (Teresa Kelly and Becky Fast)**
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?

Item Number: Reports of City Liaisons- VI.-B.
Committee 10/16/2017
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 10/10/2017
Submitted By: Jose Leon
Committee/Department: Public Works
Title: **Stormwater Management Advisory Council (Jose Leon and Ryan Kellerman)**
Item Type: Report

Recommendation:

Details:

"Director of Public Works, Jose Leon, attended the September 28th Board of County Commissioners (BOCC) meeting. Jose provided a presentation showing the BOCC the benefits both the SMAC and CARS program provide to Roeland Park. Jose thanked the BOCC for their leadership with the program and adopting the new strategic plan for the programs, which staff believes will further benefit Roeland Park. Jose showed pictures of how the program is vitally important because Roeland Park is a gateway City to Johnson County. Jose encouraged the BOCC to continue to support both programs into the future. The BOCC approved the 2018 CARS/SMAC expenditures which provides Roeland Park \$738,000 in CARS funding for the Roe Lane Project."

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: New Business- VIII.-A.
Committee 10/16/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 8/4/2017
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Extension to Cell Tower Lease Agreements**
Item Type: Agreement

Recommendation:

To approve extending the land lease for the cell site at the Community Center.

Details:

Attached is the 4th Amendment to land lease for the T-Mobile cell site. The amendment extends the term out to 2046. The original lease was for 20 years, and it has been extended under prior amendments and currently ends in 2021. The City Attorney has reviewed and approved the agreement.

Under the current lease terms the lease rate increases 15% every five years. The amended lease being considered converts lease rate increases to an annual 3% event effective in 2018. This will generate an additional \$255,000 in rent revenue for the City through the 2046 term (\$9,100 more per year on average over the remaining 28 years). T-Mobile has also agreed to pay the City a fee of \$15,000 upon execution of the amendment in consideration for our willingness to extend the term prior to the end of the existing lease.

The lease provides for a total of three cell service companies to locate on the site. There are currently three cell providers occupying the site. The tower is owned by T-Mobile, they sublease space to the other providers. The site has superior line of site (coverage area) compared to many of the other cell sites along I-35 due to it being located on the hill vs. in the valley. This will maintain the site as an attractive location so long as wireless telecommunications rely upon line of site technology.

The land area covered by this lease is not planned for any other use and with the two other cell

tenants in place this is a strong revenue generator for a small area of ground with limited use.

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
 4th Amendment to Land Lease	Cover Memo
 Memo to Recorder	Cover Memo
 Original APT Lease and Amendments	Cover Memo

FOURTH AMENDMENT TO SITE AGREEMENT

THIS FOURTH AMENDMENT TO SITE AGREEMENT (the “Fourth Amendment”) is entered into this ____ day of _____, 2017, by and between CITY OF ROELAND PARK, a municipal corporation, with a mailing address of 4600 West 51st Street, Roeland Park, Kansas 66205 (“Owner”) and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively referred to as “Tenant”).

RECITALS

WHEREAS, Owner and APT Kansas City, Inc., a Delaware corporation (“Original Tenant”) entered into a Site Agreement dated October 18, 1996 (the “Original Agreement”) whereby Original Tenant leased certain real property, together with access and utility easements, located in Johnson County, Kansas (the “Property”), all located within certain real property owned by Owner (the “Owner’s Property”); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Site Agreement dated July 26, 2000, by that certain Second Amendment to Site Agreement dated October 17, 2001, and by that certain Third Amendment to Site Agreement dated October 19, 2009 (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the “Agreement”); and

WHEREAS, T-Mobile USA Tower LLC is currently the tenant under the Agreement as successor in interest to the Original Tenant; and

WHEREAS, the Property may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on November 15, 1996, and expired on December 31, 2001. The Agreement provides for five (5) extensions of five years, four (4) of which were exercised by Tenant. According to the Agreement, the final extension expires on December 31, 2026; and

WHEREAS, Owner and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. All references of the defined term “APT” in the Agreement are hereby deleted and “Tenant” is inserted in its place.

2. Renewal. Section 3 of the Original Agreement is hereby amended to implement a 3% annual increase in rent starting with the January 1, 2018 monthly rent payment. Annual rent will be as listed below, to be paid in equal monthly installments, per the terms of the Agreement:

2018	\$69,082.76		2028	\$92,841.45		2038	\$124,771.14
2019	\$71,155.24		2029	\$95,626.70		2039	\$128,514.28
2020	\$73,289.90		2030	\$98,495.50		2040	\$132,369.71
2021	\$75,488.60		2031	\$101,450.36		2041	\$136,340.80
2022	\$77,753.25		2032	\$104,493.87		2042	\$140,431.02
2023	\$80,085.85		2033	\$107,628.69		2043	\$144,643.95
2024	\$82,488.43		2034	\$110,857.55		2044	\$148,983.27
2025	\$84,963.08		2035	\$114,183.27		2045	\$153,452.77
2026	\$87,511.97		2036	\$117,608.77		2046	\$158,056.35
2027	\$90,137.33		2037	\$121,137.03			

The above rent schedule shall replace and be in lieu of any other rent escalations scheduled to occur pursuant to the Agreement on or after January 1, 2018.

Section 4 of the Original Agreement is hereby deleted in its entirety and the following is inserted in its place:

Tenant may extend the term of the Agreement for nine (9) additional extensions of five (5) years each, with the final extension expiring on December 31, 2046 (each extension is referred to as an “Option Period” and collectively, the “Option Periods”). Tenant shall have elected to extend the term for each successive Option Term unless it gives Owner written notice of its intention not to extend at least thirty (30) days prior to the expiration of the then-current term.

Owner and Tenant hereby acknowledge that Tenant has exercised the first four (4) Option Periods, leaving a balance of five (5) Option Periods commencing in 2022, 2027, 2032, 2037 and 2042.

3. Conditional Signing Bonus. Tenant will pay to Owner a one-time amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) for the full execution of this Fourth Amendment (“Conditional Signing Bonus”). Tenant will pay to Owner the Conditional Signing Bonus within thirty (30) days of the full execution of this Fourth Amendment. In the event that this Fourth Amendment (and any applicable memorandum of amendment) is not fully executed by both Owner and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Owner.

4. Eminent Domain. Notwithstanding anything in Section 12 of the Original Agreement to the contrary, if Owner receives notice of a proposed taking by eminent domain of any part of the Property or the easements, Owner will notify Tenant of the proposed taking within five (5) days of receiving said notice and Tenant will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Property and easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Property and easements so taken. With either option Owner and Tenant shall have the right to contest the taking and directly pursue an award for their respective interests.

5. Owner’s Cooperation. If requested by Tenant, Owner will execute, at Tenant’s sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant’s absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by Tenant. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

6. Ratification.

a) Owner and Tenant agree that Tenant is the current tenant under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between Owner and Tenant with respect to the Property.

b) Owner and Tenant agree that any and all actions or inactions that have occurred or should have occurred prior to the date of this Fourth Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Fourth Amendment.

c) Owner and Tenant represent to the other and warrant that each is duly authorized and has the full power, right and authority to enter into this Fourth Amendment and to perform all of its obligations under the Agreement as amended.

7. Notices. Tenant's notice address as stated in the Original Agreement is amended as follows:

TENANT'S PRIMARY CONTACT

T-Mobile USA Tower LLC
c/o Crown Castle USA Inc.
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

8. IRS Form W-9. Owner agrees to provide Tenant with a completed IRS Form W-9, or its equivalent if required, upon execution of this Fourth Amendment and at such other times as may be reasonably requested by Tenant. In the event the Owner's Property is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new landlord.

9. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall control. This Fourth Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Execution Pages Follow]

This Fourth Amendment is executed by Owner as of the date first written above.

OWNER:
CITY OF ROELAND PARK,
a municipal corporation

By: _____
Print Name: _____
Title: _____

This Fourth Amendment is executed by Tenant as of the date first written above.

TENANT:
T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: _____
Print Name: _____
Title: _____

Space above this line for Recorder's Use

A.P.N. PF251204-1003

**Prior recorded document(s) in Johnson County, Kansas:
Recorded on April 30, 1997 at Book 5175, Pages 39-45**

WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

**MEMORANDUM OF FOURTH AMENDMENT TO
SITE AGREEMENT**

This Memorandum of Fourth Amendment to Site Agreement is entered into this ____ day of _____, 2017, by and between CITY OF ROELAND PARK, a municipal corporation, with a mailing address of 4600 West 51st Street, Roeland Park, Kansas 66205 ("Owner") and T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively referred to as "Tenant").

1. Owner and APT Kansas City, Inc., a Delaware corporation ("Original Tenant") entered into a Site Agreement dated October 18, 1996 (the "Original Agreement"), a memorandum of which was recorded on April 30, 1997, at Book 5175 Pages 39-45, whereby Original Tenant leased certain real property, together with access and utility easements, located in Johnson County, Kansas (the "Property"), all located within certain real property owned by Owner (the "Owner's Property"). The Owner's Property, of which the Property is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to Site Agreement dated July 26, 2000, by that certain Second Amendment to Site Agreement dated October 17, 2001, and by that certain Third Amendment to Site Agreement dated October 19, 2009

(hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement").

3. T-Mobile USA Tower LLC is currently the tenant under the Agreement as successor in interest to the Original Tenant.

4. As set forth in the Original Agreement, the Property may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

5. The Agreement had an initial term that commenced on November 15, 1996, and expired on December 31, 2001. The Agreement provides for five (5) extensions of five (5) years, four (4) of which were exercised by Tenant (each extension is referred to as an "Option Period"). According to the Agreement, the final Option Period expires on December 31, 2026.

6. Owner and Tenant have entered into a Fourth Amendment to Site Agreement (the "Fourth Amendment"), of which this is a Memorandum, providing for four (4) additional Option Periods of five (5) years each. Pursuant to the Fourth Amendment, the final Option Period expires on December 31, 2046.

7. If requested by Tenant, Owner will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by Tenant. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

8. In the event of any inconsistency between this Memorandum and the Fourth Amendment, the Fourth Amendment shall control.

9. The terms, covenants and provisions of the Fourth Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Tenant.

10. This Memorandum does not contain the social security number of any person.

11. A copy of the Fourth Amendment is on file with Owner and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Owner and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

OWNER:
CITY OF ROELAND PARK,
a municipal corporation

By: _____
Print Name: _____
Title: _____

[Acknowledgment Appears on Following Page]

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ }

On this ____ day of _____, 2017 before me _____ (notary public), personally appeared _____ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (notary public)

(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Memorandum of Fourth Amendment to Site Agreement
Number of Pages _____ Date of Document _____

[Tenant Execution Page Follows]

TENANT:
T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____
Print Name: _____
Title: _____

[Acknowledgment Appears on Following Page]

State of Texas

County of _____

Before me, _____, a Notary Public, on this day personally appeared _____ of **CCTMO LLC**, a Delaware limited liability company, as Attorney in Fact for **T-MOBILE USA TOWER LLC**, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2017.

(Personalized Seal)

Notary Public's Signature

EXHIBIT A

(Legal Description of Owner's Property)

THE FOLLOWING DESCRIBED LOTS, TRACTS OR PARCELS OF LAND, LYING, BEING AND SITUATED IN THE COUNTY OF JOHNSON AND STATE OF KANSAS, TO WIT:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 12, RANGE 25, IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 100 FEET EAST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 829.71 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION, 525 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, 694.71 FEET MORE OF LESS; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION, 80 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 275 FEET; THENCE SOUTHWESTERLY 466.50 FEET TO THE POINT OF BEGINNING.

TAX ID NO: PF251204-1003

ADDRESS: 4848 ROSEWOOD, ROELAND PARK, KS 66205

ALSO DESCRIBED AS:

A PARCEL OF LAND LOCATED IN THE STATE OF KANSAS, COUNTY OF JOHNSON, WITH A SITUS ADDRESS OF 4850 ROSEWOOD DR, ROELAND PARK, KS 66205-1106 CURRENTLY OWNED BY CITY OF ROELAND PARK HAVING A TAX ASSESSOR NUMBER OF PF251204-1003 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS 4-12-25 BG 100' E SE CR NW 1/4 NW 1/4 W 829.71' N 525' E 694.71' S 80' E 275' SW 466.50' TO POB EX 2.97 AC 7.03 ACS M/L RPC 80A BTAO 4137 0.

TV A

APT SITE # ASD 006

FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT ("First Amendment") is made and entered into on this 26th day of July, 2000, by and between APT Kansas City, Inc., a Delaware corporation ("APT"), whose address is c/o VoiceStream Wireless, 3650 131st Avenue SE, Suite 200, Bellevue, Washington 98006, and the City of Roeland Park, Kansas, a municipal corporation ("Owner"), whose address is 4600 West 51st Street, Roeland Park, Kansas 66205.

WITNESSETH:

WHEREAS, APT and Owner entered into a Site Agreement dated October 18, 1996 ("Agreement") with respect to certain Property owned by Owner and upon which APT installed and currently operates a Communications Facility; and

WHEREAS, the parties mutually desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and promises herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Owner consents to the Site License between APT and AT&T Wireless PCS, LLC ("AT&T"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. Pursuant to the Site License, AT&T will sublease tower and ground space from APT and AT&T will install and operate its own wireless communications facility within APT's existing compound on the Property.
2. Effective as of August 1, 2000, the monthly rent that APT pays Owner under Section 3 of the Agreement shall be increased to TWO THOUSAND DOLLARS (\$2,000.00), and on or before that date, APT shall pay Owner the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00), which sum represents the additional rent owed during the initial Term of the Agreement as a result of this First Amendment.
3. The monthly rent that APT pays Owner during each Option Period shall be increased by fifteen percent (15%) of the rent paid during the preceding Term (whether the initial Term or any Option Period), and notwithstanding anything to the contrary in Section 3 of the Agreement, rent during any Option Periods shall be paid on a monthly basis.
4. In the event that APT notifies Owner that the Site License between APT and AT&T has been terminated for any reason, the monthly rent that APT pays Owner under the Agreement shall be decreased by ONE THOUSAND DOLLARS (\$1,000.00), with such decrease to be effective as of the Site License's termination date. In the event that the Site License between APT and AT&T has been terminated for any reason, APT shall be responsible to the City to assure the removal of AT&T's equipment and other personal property from the Site.

Post-It® Fax Note 7671		Date <u>2/16/01</u>	# of pages <u>A 16A</u>
To <u>Debbie</u>	From <u>Mike Ostrom</u>	Co. <u>VoiceStream</u>	Phone # <u>913-402-6631</u>
Co./Dept.		Fax # <u>913-402-6600</u>	
Phone #			
Fax # <u>722-3713</u>			

5. To the extent there is any conflict between the terms and conditions of this First Amendment and those in the Agreement, the terms and conditions of this First Amendment shall control. Except as modified by this First Amendment, all other terms, provisions and covenants of the Agreement shall remain unchanged and remain in full force and effect. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the same meanings such terms are given in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year first above written.

CITY OF ROELAND PARK,
KANSAS a Municipal Corporation

APT KANSAS CITY, INC.,
a Delaware Corporation

By: Joan Wendel
Name: Joan Wendel
Title: Mayor

By: David Blaha
Name: David Blaha
Title: Director, Engineering & Operations

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On the 26th day of July, 2000, before me personally appeared Joan Wendel, who acknowledged under oath that she is the Mayor of the City of Roeland Park, Kansas, a municipal corporation, and as such was authorized to execute this instrument on behalf of the corporation.

DEBRA L. MOOTZ
Notary Public - State of Kansas
My Appt. Expires 1-21-04

Debra L. Mootz
Notary Public

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On the 3rd day of August, 2000, before me personally appeared David Blaha, who acknowledged under oath that he is the Director of Engineering and Operations of APT Kansas City, Inc., a Delaware corporation, and as such was authorized to execute this instrument on behalf of the corporation.

 **SHANNON GARRETT**
Notary Public - State of Kansas
My Appt. Exp. 8-12-02

Shannon Garrett
Notary Public

EXHIBIT A

To the First Amendment to Site Agreement dated _____, 2000, by and between APT
Kansas City, Inc., and the City of Roeland Park, Kansas.

SITE LICENSE

Please see the attached.

LICENSE NO. _____

STRUCTURE NO. _____

EXHIBIT A**Site License**

to the Master Antenna Site License Agreement between VoiceStream Wireless Corporation, a Washington Corporation, together with its subsidiaries, affiliates or partnerships which elect to participate in this Agreement (collectively "Company"), and AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services a Delaware corporation and together with its wireless communications affiliates which elect to participate in this License (collectively "AT&T Wireless Services").

The within Site License remains in full force and effect for its entire term regardless of any change in ownership. The within Site License runs with the land for the entire term as set forth in Paragraph 5 of the Agreement.

1. **Name of Licensors:** APT Kansas City, Inc., a Delaware corporation d/b/a VoiceStream Wireless Corporation
2. **Name of Licensee:** AT&T Wireless PCS, LLC, by and through AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services
3. **Site No./Name:** A5D006/Roeland Park; AT&T Wireless Services Site No./Name: 30136A- Rosewood
4. **Site Address:** 4850 Rosewood, Roeland Park, KS 66205
5. **Site Latitude and Longitude:** 39°2'28", 94°38'47" NAD83
6. **Contingency Date:** Upon commencement of construction of Licensee's facilities or August 1, 2000, whichever first occurs.
7. **Monthly Rent:** \$2,250.00 (\$1,000.00 of which represents additional ground rent that Licensors must pay under the Prime Lease)

7(a). Licensee's required reimbursement of extraordinary site acquisition costs, if any (see paragraph 7(c) of Master License): N/A

8. **Term:** See paragraph 5 of License Agreement

9. **Site Licensors-owned:** _____ **or Licensors-Leased:** ~~XXX~~

If leased, **Term of Underlying Lease:** Initial Term of Prime Lease October 1, 1996 – December 31, 2001 with five (5) additional five (5) year option terms.

10. **Special Access Requirements:** N/A

ATTACHMENT 1

to the Site License dated _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

DESCRIPTION OF PROPERTY

(including description of the Antenna/Dish Location(s), Equipment Shelter/Room/Cabinet Location(s))

The Property is described and/or depicted as follows:

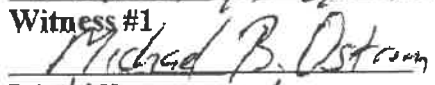
Please see the attached.

Notes:

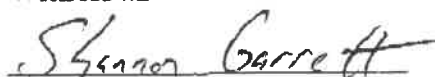
1. This Attachment may be replaced by a land survey of the Property once it is received by Lessee.
2. Setback of the Property from the land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type and mounting positions of antennas and transmission lines are illustrative only. Actual "as built" drawings shall be attached and incorporated herein at the time of completion of construction.
5. This Attachment is to include any plans for routing lines, utility wires, etc. on or across the Property.

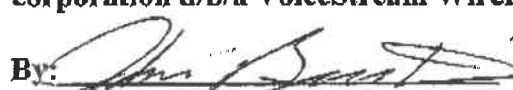
11. **Existing Mortgages, etc.:** Copy of title policy attached.
12. **Existing Environmental Issues:** N/A
13. **Licensor Contact for Access for Emergency:** Drew Schmitt, 816-936-6474;
816-616-0860 (PCS)
14. **Licensee Contact for Emergency:** Ron Ripper, 405-818-1195
15. **Licensee's Address for Notice Purposes:** 10920 Ambassador Drive, Suite 540
Kansas City, Missouri 64153
Attn: Systems Development Manager
- With a copy to: AT&T Wireless Services
4544 S. Lamar, Suite 600
Austin, TX 78745
Attn: Property Management
- With a copy to: AT&T Wireless Services
15 East Midland Avenue
Paramus, NJ 07652
Attn: Legal Dept.
16. **Licensor's Address for Notice Purposes:** c/o VoiceStream Wireless
9000 West 67th Street
Merriam, KS 66202
Attn: Lease Administration
17. **Licensor's Address for Rent Payments:** APT Kansas City, Inc.
c/o VoiceStream Wireless
P.O. Box 70870
CM 9762
St. Paul, MN 55170

Licensor: APT Kansas City, Inc., a Delaware corporation d/b/a VoiceStream Wireless Corporation


Witness #1

Printed Name


Witness #2


Printed Name

By: 
Name: John Bristow
Title: Manager of Implementation

Licensee: AT&T Wireless PCS, LLC
By: Its Manager, AT&T Wireless
Services, Inc., a Delaware corporation
d/b/a AT&T Wireless Services

Nancy Fulk
Witness #1
NANCY FULKS
Printed Name

By: Ronald J. Ripper 7-21-00
Name: Ronald J. Ripper
Title: System Development Manager

Witness #2

Printed Name

Date of last party to sign: 7/21/2000

Attachments:

Attachment 1:	Description of the Property (including Equipment Shelter/Room/Cabinet Location's)
Attachment 2:	Plans and Specifications
Attachment 3:	Existing Liens, Rights-of-Way, Easements and Mortgages
Attachment 4:	Current Communications Users of Site (including frequencies)
Attachment 5:	Memorandum of Agreement
Attachment 6:	Owner's Consent
Attachment 7:	Prime Lease

ATTACHMENT 2

to the Site License dated _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

PLANS AND SPECIFICATIONS

Please see the attached.

ATTACHMENT 3

to the Site License dated _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

EXISTING LIENS, RIGHTS-OF-WAY, EASEMENTS AND MORTGAGES

Please see the attached.

Chicago Title Insurance Company

1100 MAIN ST. SUITE 500, KANSAS CITY, MO 64105
(816)421-5040 Fax: (816)421-7122



(KS)

OWNERSHIP, ENCUMBRANCE AND EASEMENT CERTIFICATE

Certificate No. 020008509

Charge \$300.00

THE UNDERSIGNED COMPANY HEREBY CERTIFIES:

(1) That there is no matter appearing of record either in the office of the Register of Deeds for Johnson County, Kansas, or in the offices of the Clerk of the District Court of said County or the Clerk of the Probate Court of said County, which purports to transfer the ownership to the property hereinafter described, since the following:

Title to Tract 1 is held by The City of Roeland Park, Kansas.

Title to Tract 2 is held by Johnson County Park and Recreation District

(2) That there is no unsatisfied mortgage appearing of record on said Register of Deeds office affecting said property which was recorded subsequent to January 1, 1965, nor any affidavit made pursuant to KSA 58-2333I pertaining to any unsatisfied mortgage recorded in said office before January 1, 1965, except the following:

NONE

(3) That there is no unsatisfied Financing Statement or Security Agreement appearing of record in the Real Estate Division of said Register of Deeds office affecting said property which was recorded within the last five years prior to the date hereof, except the following:

NONE

(4) That there are no judgments, state tax liens, mechanic's liens describing the legal description herein, executions, foreign executions, attachments or suits pending or transcripts of judgments from the State or United States Courts, of record in the Office of the clerk of the District Court, or federal tax liens filed in the office of the Register of Deeds of said County, against the above named grantees, within a period of 11 years prior to the date hereof, except the following:

NONE

(5) That there are no proceedings of record in the Probate Court of said County pertaining to any of the above named grantees, except the following:

NONE

(6) That the records in the office of the County Treasurer show the taxes for the year 1999 and all prior years have been paid in full.

A tract of land lying in the Northwest Quarter of Section 4, Township 12 South, Range 25 East, in the City of Roeland Park, Johnson County, Kansas, said tract being more particularly described as follows: Beginning at the Southeast corner of the Northwest quarter of the Northwest Quarter of said section 4, thence South 89 degrees 40 minutes 49 seconds West along the South line of said Northwest Quarter of the Northwest Quarter of Section 4, a distance of 97.40 feet; thence North 00 degrees 52 minutes 12 seconds West, a distance of 312.00 feet; thence South 89 degrees 07 minutes 48 seconds West, a distance of 114.60 feet; thence North 00 degrees 19 minutes 11 seconds West, a distance of 214.11 feet, thence North 89 degrees, 40 minutes 49 seconds East, and parallel with the South line of said Northwest Quarter of the Northwest Quarter of Section 4; a distance of 180.00 feet, thence South 00 degrees 19 minutes 11 seconds East, a distance of 80.00 feet; thence North 89 degrees 40 minutes 49 seconds East and parallel with said South line of the Northwest Quarter of the Northwest Quarter of Section 4, a distance of 275.00 feet; thence South 17 degrees 08 minutes 46 seconds West, a distance of 466.50 feet to a point lying on the South line of said Northwest Quarter of the Northwest Quarter of Section 4; thence South 89 degrees 40 minutes 49 seconds West along said South line, a distance of 100.00 feet to the point of beginning.

Tract B:

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

Beginning at the Southeast corner of the Northeast quarter of the Northwest Quarter of said Section 4, thence South 89 degrees 40 minutes 49 seconds West along the South line of said Northwest Quarter of the Northwest Quarter of Section 4, a distance of 97.40 feet, thence North 00 degrees 52 minutes 12 seconds West a distance of 312.00 feet; thence South 89 degrees 07 minutes 48 seconds West, a distance of 114.60 feet; thence North 00 degrees 19 minutes 11 seconds West, a distance of 214.11 feet; thence North 89 degrees 40 minutes 49 seconds East, and parallel with the South line of said Northwest Quarter of the Northwest Quarter of Section 4, a distance of 180.00 feet, thence South 00 degrees 19 minutes 11 seconds East, a distance of 80.00 feet; thence North 89 degrees 40 minutes 49 seconds East and parallel with said South line of the Northwest Quarter of the Northwest Quarter of Section 4, a distance of 275.00 feet; thence South 17 degrees 08 minutes 46 seconds West, a distance of 466.50 feet to a point lying on the South line of said Northwest Quarter of the Northwest Quarter of Section 4; thence South 89 degrees 40 minutes 49 seconds West along said South line, a distance of 100.00 feet to the point of beginning.

SPECIAL NOTE:

Since no search has been made as to whether the grantor in the instrument set forth under (1) above actually owned the property attempted to be conveyed, nor as to whether the above instrument is a valid conveyance, this certificate cannot be relied upon as establishing ownership, but is only intended to show the names of the persons presently appearing to claim ownership as reflected by the above records, and the encumbrances described under (2) above.

Liability of the Company under this certificate is limited to the amount paid for the same. This certificate is dated to include May 3, 2000, at 8:00 A.M.

CHICAGO TITLE INSURANCE COMPANY

BY



THIS IS NOT AN INSURANCE POLICY. NO RISK IS
INSURED OR GUARANTEED BY THIS CERTIFICATE.

Tax ID No. PF251204-1003 (Tract 1)
Tax ID NO. PF251204-1025 (Tract 2)

(7) That there is no instrument entitled "Easement" or "Right of Way" which purports to affect subject property, except the following:

Interlocal Cooperation Agreement filed in Book 5052 at page 450.

Memorandum of Agreement by and between City of Roeland Park, Kansas and APT American Portable Telecom filed in Book 5175 at page 39.

Agreement between the City of Roeland Park, Kansas and Johnson County, Kansas, for the operation of a Community Center filed in Volume 2365 at page 915.

Right of Way Easement granted to Water District No. 1 of Johnson County (Kansas) filed in Misc Book 126 at page 379.

Right of Way granted to Water District No. 1 of Johnson County (Kansas) filed in Misc. Book 126 at page 402.

Easement granted to Mission Township Main Sewer District No. 2 filed in Misc. Book 141 at page 125.

Easement granted to Kansas City Power and Light Company filed in Volume 2924 at page 731.

Easement granted to Southwestern Bell Telephone Company filed in Volume 2991 at page 130.

Easement granted to Kansas City Power and Light Company filed in Volume 3163 at page 639.

Easement granted to Kansas City Power and Light Company filed in Volume 3227 at page 834.

Easement granted to Kansas City Power and Light Company filed in Book 5643 at page 68.

Easement granted to Kansas City Power and Light Company filed in Book 5551 at page 720, partially disclaimed in Book 5774 at page 25.

Easement granted to Water District No. 1 of Johnson County (Kansas) filed in Book 5211 at page 605.

Easement granted to Kansas City Power and Light Company filed in Book 5129 at page 107.

LEGAL DESCRIPTION OF PROPERTY:

Tract 1:

All that part of the Northwest Quarter of Section 4, Township 12, Range 25, in the City of Roeland Park, Johnson County, Kansas, more particularly described as follows: Beginning 100 feet East of the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section; thence West along the South line of said Quarter Quarter Section, 829.71 feet; thence North and parallel with the West line of said Section, 525 feet; thence East and parallel with the South line of said Quarter Quarter Section, 694.71 feet more or less; thence South and parallel with the West line of said Section, 80 feet; thence East and parallel with the South line of said Quarter Quarter Section, 275 feet; thence Southwesterly 466.50 feet to the point of beginning, except that part described as follows:

ATTACHMENT 4

to the Site License dated _____, 2000, by and between APT Kansas City, Inc.
d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and
through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

CURRENT COMMUNICATIONS USERS OF SITE
(including frequencies)

VoiceStream Wireless

Antenna Model No.:

Antenna Mfg.:

Qty:

Connector Type:

Antenna Azimuth:

Antenna Downtilt:

Transmit: 1950.4 – 1965 MHz

Receive: 1870.4 – 1885 MHz

ATTACHMENT 5

to the Site License dated _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless, a Delaware corporation, with an office at 9000 West 67th Street, Merriam, Kansas 66202, (hereinafter referred to as "Licensor") and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., a Delaware corporation d/b/a AT&T Wireless Services, with an office at 10920 Ambassador Drive, Suite 540, Kansas City, Missouri 64153, (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into a Site License on the ____ day of _____, 2000, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Site License.
2. The term of the Site License is for five (5) years commencing upon the date construction of Licensee's facilities begins or August 1, 2000, whichever first occurs ("Commencement Date") and ending on the fifth anniversary of the Commencement Date, with four (4) successive five (5) year options to renew. If all options to renew are exercised, the term of this Site License will expire twenty five (25) years after the Commencement Date (as defined in the Site License).
3. The Land which is the subject of the Site License is described in Attachment 1 annexed hereto. That portion of the Land being leased to Licensee ("Premises") is described in Attachment 2 annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LICENSOR:

APT Kansas City, Inc., a Delaware corporation
D/b/a VoiceStream Wireless

By:

Name: John Bristow

Title: Manager of Implementation

Date:

LICENSEE:

AT&T Wireless PCS, LLC

By: AT&T Wireless Services, Inc., a
Delaware corporation d/b/a AT&T Wireless
Services

By:

Name: Ronald J. Ripper

Title: System Development Manager

Date:

STATE OF MISSOURI

COUNTY OF JACKSON

On _____, before me personally appeared Ronald J. Ripper, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires:

STATE OF KANSAS

COUNTY OF JOHNSON

On _____, before me personally appeared Ronald J. Ripper, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expires:

ATTACHMENT 6

to the Site License dated _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

OWNER'S CONSENT

(If required pursuant to Prime Lease)

FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, OWNER HEREBY AGREES AND CONSENTS TO THE FOREGOING SITE LICENSE, INCLUDING BUT NOT LIMITED TO THE USES, RIGHTS-OF-WAY AND OTHER RIGHTS AND RESPONSIBILITIES THEREIN GRANTED TO LESSEE. OWNER ACKNOWLEDGES THAT THE WITHIN SITE SUBLEASE RUNS WITH THE LAND AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR ITS ENTIRE TERM REGARDLESS OF ANY CHANGE IN OWNERSHIP OF THE LAND.

OWNER:

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT 7

to the Site License dated _____, 2000, by and between APT Kansas City, Inc. d/b/a VoiceStream Wireless Corporation, as Licensor and AT&T Wireless PCS, LLC., by and through its manager AT&T Wireless Services, Inc., d/b/a AT&T Wireless Services, as Licensee.

PRIME LEASE

The Prime Lease is attached hereto.

C O P Y

SITE ID: A5D006
SITE NAME: Roeland Park Community CenterSITE AGREEMENT
(Kansas)

This Site Agreement ("Agreement") is entered into this 18th day of October, 1996, by and between the City of Roeland Park, Kansas, a municipal corporation, ("Owner") and APT Kansas City, Inc., a Delaware corporation, its successors and assigns, ("APT"), and provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agrees as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner ("Property") shall include the following [Check appropriate boxes]

- ☒ Real property comprised of approximately 900 square feet of land
- ☐ Building interior space comprised of approximately _____ usable square feet
- ☐ Building exterior space for attachment of antennas
- ☐ Building exterior space for placement of equipment
- ☐ Tower antenna space
- ☐ Space required for cable runs to connect equipment and antennas
- ☒ Non-exclusive easements required to run utility lines and cables
- ☒ Non-exclusive easement across Owners Property (hereinafter defined) for access
- ☐ Other

in or upon the Owner's real property ("Owner's Property") described on Exhibit "A" attached hereto and subject to the specifications shown and described on said Exhibit "A".

2. **TERM.** The term of this Agreement shall be that part of six (6) years commencing on the date designated in a notice that APT will deliver to Owner (the "Commencement Date Notice") as the date on which APT will take possession which, if possession occurs at all, shall be no later than November 15, 1996 ("Commencement Date") and terminating on December 31 following the fifth (5th) year anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in paragraph 10. If the Commencement Date Notice is not received by Owner by November 15, 1996 then neither party shall have any further rights or obligations under this Agreement.
3. **RENT.** APT's obligation to pay rent shall arise only upon delivery of the Commencement Date Notice. The rent for the initial Term shall be computed upon the basis of _____ per month, together with any applicable sales

tax. The rent shall be payable as follows:

Initial Payment of Rent:

On or before January 10, 2,001:

The Initial Payment of Rent shall be made within fourteen (14) days after delivery of the Commencement Date Notice by APT.

The rent for each Option Period (defined below) shall be [REDACTED] per month, increased, upon the commencement of the Option Period, by a percentage of [REDACTED] which shall be computed by multiplying the number of years in the then expiring term (whether the initial term or Option Period) times three percent (3%). During the each Option Period, APT shall pay Owner rent quarterly in advance on January 1, April 1, July 1 and October 1. Owner agrees to provide APT any information necessary to allow APT to make all rent payments through direct deposit or similar paperless transfer of funds.

Owner and APT agree that APT shall have the exclusive right to lease space on the Communications Tower to other users and to collect rent therefrom. Owner and APT further agree that Owner shall have the exclusive right to lease space to said other users for the location of such other users' ground based equipment. Owner and APT agree to cooperate with one another in determining a fair amount of cumulative rent to be charged to said other users.

APT and Owner further agree that Owner shall have the right, free of rent but at Owner's expense, to locate Owner's antenna communication facilities on the Communications Tower at a mutually agreeable height which are necessary to providing services by Owner to the general public. In such event, Owner shall contact and cooperate with APT in determining placement of the antennas and for the purposes of gaining access to the Communications Tower.

4. **OPTION TERMS.** APT may extend the term of the Agreement five (5) additional five (5) year Option Periods (individually, an "Option Period" and collectively, the "Option Periods"). APT shall have elected to extend the term for each successive Option Term unless it gives Owner written notice of its intention not to extend at least thirty (30) days prior to the expiration of the then-current term.
5. **USE.** APT may use the Property for the purpose of installing, removing, replacing, maintaining and operating a communications facility generally in accordance with Exhibit "A" subject to such modifications and alterations as may result from changes or improvements in technology (collectively, the "Communications Facility"), provided that APT shall not be required to occupy the Property. The manner in which the Communications Facility may be attached to any rooftop location shall be subject to the prior approval of Owner. Owner shall provide APT with twenty-four (24) hour, seven (7) day a week year around access to the Property. APT will pay all real and personal property taxes assessed against the Communications Facility and the separate parcel of real property leased to APT hereunder and shall also timely pay all increases in real property taxes on Owner's Property which are imposed as a direct result of the placement

of the Communications Facility upon Owner's Property. APT will not allow any mechanics' or materialmen's liens to be placed on the Property as a result of its work on the Property.

APT, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Owner's Property and conduct such studies as APT deems necessary to determine the Property's suitability for APT's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests and such other analyses and studies as APT deems necessary or desirable. Owner shall cooperate with APT and execute all documents required to permit APT's intended use of the Property in compliance with zoning, land use, and for building regulations. Owner hereby appoints APT as its agent and attorney-in-fact for the limited purpose of making such filings and taking such actions as are necessary to obtain any desired zoning and/or land use approvals.

6. **UTILITIES.** Payment for electric service and for telephone or other communication services to the Communications Facility shall be APT's responsibility. Owner agrees to cooperate with APT in its efforts to connect the Communications Facility to existing utility service at APT's expense.
7. **REMOVAL OF COMMUNICATIONS FACILITY.** All personal property and trade fixtures of APT shall be removed by APT upon the termination of this Agreement.
8. **INSURANCE.** APT shall maintain commercial general liability insurance insuring APT against liability for personal injury, death or damage to personal property arising out of use of the Property by APT, with combined single limits of not less than One Million and No/ 100 Dollars (\$1,000,000.00). Said policy shall also name as additional insureds Owner, Johnson County, Kansas Parks and Recreation District, the owner of the Sports Dome, and the County of Johnson County, Kansas, and shall include loss of revenue coverage in the amount of Two Hundred Fifty Thousand and No/ 100 Dollars (\$250,000.00) Any excess umbrella coverage provided to APT will also be shown on the certificate of insurance. APT shall also maintain fire and extended coverage insurance insuring APT's personal property for its full insurable value (subject to reasonable deductibles). Owner shall maintain commercial general liability insurance insuring Owner against liability for personal injury, death or damage to personal property arising out of its ownership, use and management of the Owner's Property by Owner or its agents, with combined single limits of not less than One Million and no/100 Dollars (\$1,000,000). Owner shall also maintain fire and extended coverage insurance insuring Owner's Property for its full insurable value (subject to reasonable deductibles). Any policy required to be obtained pursuant to this Section 8 shall contain a Waiver of Subrogation in favor of the other party hereto.
9. **CONDITION OF PROPERTY.** Owner represents that the Owner's Property and all improvements thereto, including the proposed use of the Property by APT pursuant to this Agreement, are in compliance with all building, life/safety, and other laws of any governmental or quasi-governmental authority.
10. **TERMINATION.** This Agreement may be terminated by APT immediately upon giving written notice to Owner, if APT cannot obtain all governmental certificates, permits, licenses or other approvals (collectively, "Approval") required and/or any easements required from any third party; any Approval is canceled, terminated, expired or lapsed; Owner fails to deliver any required non-disturbance agreement or subordination

agreement; Owner breaches a representation or warranty contained in this Agreement; Owner fails to have proper ownership of the Property and/or authority to enter into this Agreement; or APT determines that the Owner's Property contains substances of the type described in Section 12 of this Agreement. Further, this Agreement may be terminated by APT at any time in its sole discretion by giving thirty (30) days written notice thereof to Owner. In such case, APT shall not be entitled to any refund of rent theretofore paid to Owner pursuant to the terms of this Agreement. In no event shall a termination of this Agreement by APT constitute a waiver of APT's rights under Paragraph 16 of this Agreement. Owner may terminate this Agreement, after notice and right to cure as provided in Section 15, if APT fails to comply with the conditions of any Special Use Permit granted by Owner to APT authorizing the use of the Property for APT's Communications Facility.

11. **INDEMNITY.** APT indemnifies Owner and holds Owner harmless from any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by APT, and (b) the use or occupancy of the Property by APT. Owner indemnifies APT and holds APT harmless from any and all costs (including reasonable attorney's fees and expenses) and claims of liability or loss which arise out of (a) the breach of this Agreement by owner and (b) the intentional actions of Owner.
11. **HAZARDOUS SUBSTANCES.** Owner warrants that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold APT harmless from and indemnify APT against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by APT or its employees, agents or contractors.
12. **CASUALTY/CONDEMNATION.** If any portion of the Owner's Property or Communications Facility is damaged by any casualty and such damage adversely affects APT's use of the Property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects APT's use of the Owner's Property, this Agreement shall terminate as of the date of the casualty or the date the title vests in the condemning authority, as the case may be if APT gives written notice of the same within thirty (30) days after APT receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for the value of their respective interests in the Property (which for APT may include, where applicable, the value of the Communications Facility, moving expenses, prepaid rent, and business dislocation expenses). Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.
13. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Owner hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Communications Facility or any portion thereof which shall be deemed personal property for the purposes of this Agreement, regardless of whether or not the same is deemed real or personal property under applicable law.
14. **QUIET ENJOYMENT.** APT, upon paying the rent, shall peaceably and quietly have,

hold and enjoy the Property. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to obtain from the holder of such encumbrance an Agreement that APT shall not be disturbed in its possession, use and enjoyment of the Property. Owner shall not cause or permit any use of Owner's Property which interferes with or impairs the quality of the communication services being rendered by APT from the Property. Except in cases of emergency, Owner shall not have access to the Property unless accompanied by APT personnel.

15. **DEFAULT.** Except as expressly limited hereby, Owner and APT shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within fifteen (15) days.

16. **MISCELLANEOUS.**

- a. Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and marketable title to the Owner's Property.
- b. This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and APT. This Agreement may only be amended in writing signed by all parties. Exhibits "A" through "B" are incorporated into this Agreement by reference.
- c. This Agreement may be signed in counterparts by the parties hereto.
- d. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and APT.
- e. The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.
- f. Owner shall contemporaneously herewith execute and acknowledge and deliver to APT for recording a Memorandum of this Agreement ("Memorandum") in the form of Exhibit "B".
- g. APT may assign this Agreement at any time with Owner's consent, which consent shall not be unreasonably withheld, provided, however, that such consent shall not be required for the pledge or mortgage of this Agreement to APT's lender or for the assignment or sublease of this Agreement to an affiliated entity of APT. As used herein, the term "affiliated entity" shall mean any person or entity that either directly or indirectly controls, is controlled by, or is under common control with APT or is the purchaser of substantially all of the operating assets of APT. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of APT, whether through ownership of voting securities, by contract or otherwise.
- g. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth beneath the signature

of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service.

- h. This Agreement shall be construed in accordance with the laws of the state in which the Owner's Property is located.
- i. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.
- k. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- l. Owner and APT each represent that they have not been represented by a real estate broker or other listing agent in this transaction. Each party ("Indemnifying Party") shall indemnify and hold the other party harmless from any claims for commission, fee or other payment by such broker or any other leasing agent claiming to have represented the Indemnifying Party herein.
- m. This Agreement, and the rights and obligations of both parties hereunder, is entirely contingent upon the Owner granting to APT a Special Use Permit to use the property leased hereunder for the purpose of a Communications Facility as contemplated in Section 5.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement on the day and year first written above.

OWNER

CITY OF ROELAND PARK, KANSAS

By: [Signature]
Print Name: JOHN WENDEL
Print Title: Mayor
Federal Tax ID No.: 48-6077021

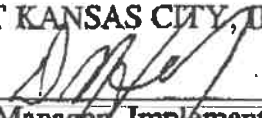
Address of Owner:
4600 West 51st Street
Roeland Park, Kansas 66205

Attest:

City Clerk

APT

APT KANSAS CITY, INC.

By: 

Its: **Manager, Implementation**

VP INFORMATION TECHNOLOGY - DAVID MCCARTHY

Address of APT:

**Real Estate Department
American Portable Telecom
P.O. Box 31793
Chicago, IL 69631-0793**

With a copy to:

**Blackwell Sanders
2300 Main, Suite 1100
Kansas City, MO 64108**

STATE OF KANSAS

SS

COUNTY OF JOHNSON

On this 18th day of October, 1996, before me appeared Jo Wendell to me personally known, who, being by me duly sworn (or affirmed) did say that she is the Mayor of the City of Roeland Park, Kansas, and that said instrument was signed and behalf of said City by authority of its City Council and said Jo Wendell acknowledged said instrument to be the free act and deed of said City.

[Signature]
Notary Public - Kansas

My commission expires:

July 20, 1999
[Seal]

STATE OF ILLINOIS

SS

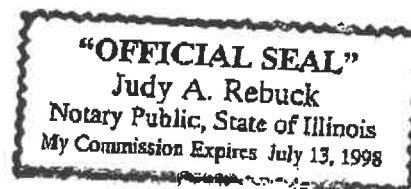
COUNTY OF Cook

On this 18th day of October, 1996, before me appeared David McCarthy to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Vice president of APT KANSAS CITY, INC., and that said instrument was signed on behalf of said corporation by authority of its board of directors (or trustees) and said David McCarthy acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public - Illinois

My commission expires:

July 13, 1998
[Seal]



SITE ID: A5D006
SITE NAME: Roeland Park Community Center

EXHIBIT "A"
TO
SITE AGREEMENT

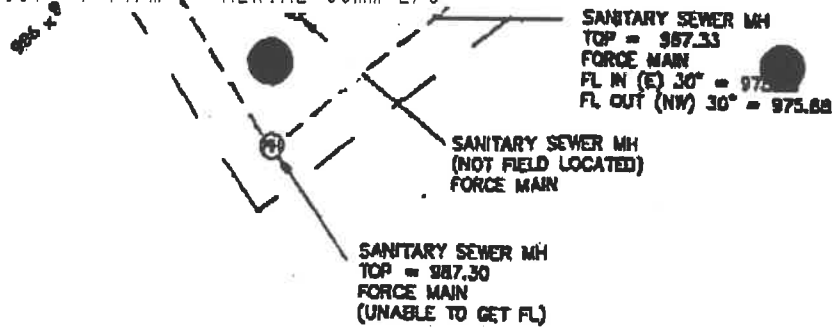
SKETCH AND DESCRIPTION OF PROPERTY:

See attached Exhibit A-1.

LEGAL DESCRIPTION OF OWNER'S PROPERTY:

See attached Exhibit A-2

It is agreed by Owner and APT that the precise legal description for the Owner's Property will be corrected, if necessary, and that the correct legal description may be placed on this Exhibit "A" by APT.



October 18, 1989
SURVEYOR'S CERTIFICATE

I, Robert P. Hurley, a Kansas Registered Land Surveyor do hereby certify as of the date set forth above that I have made a careful survey of a tract of land being more particularly described as follows:

All that part of the Northwest Quarter of Section 4, Township 12, Range 25, in the City of Roseland Park, Johnson County, Kansas, more particularly described as follows:

BEGINNING 100 feet East of the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section; THENCE West along the South line of said Quarter Quarter Section, 829.71 feet; THENCE North and parallel with the West line of said Section, 525 feet; THENCE East and parallel with the South line of said Quarter Quarter Section, 694.71 feet more or less; THENCE South and parallel with the West line of said Section, 80 feet; THENCE East and parallel with the South line of said Quarter Quarter Section, 275 feet; THENCE Southwesterly 466.60 feet to the point of beginning and containing 455,942 square feet or 10.4670 acres, more or less.

I further certify that said property is not located within an area identified by the Secretary of Housing and Urban Development as an area having a Zone Designation "A" - Special Flood Hazard, on Flood Insurance Rate Map No. 1-01, with date of identification of May 31, 1974 and revised June 30, 1976, for Community No. 200176B, in Johnson County, State of Kansas, which is the current Flood Insurance Rate map for the community in which said premises is situated.

Robert P. Hurley
Robert P. Hurley
Kansas Registered Land Surveyor No. 1050

NOTES:

1 A Title Commitment, indicating applicable easements has not been provided to us; Therefore all easements may not be shown hereon.

2 UTILITY WARNING

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

3 PARKING SPACES

49 Standard Spaces
0 Hand-in-cap
49

Exhibit A-2



This instrument filed by
Security Land Title Company

92218 2699112

When recorded return to:

T, Kansas City
27 Clary Blvd.
Kansas City, MO 64129

SITE ID: ASD006

SITE NAME: Roeland Park Community Center

OK
SAH

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM evidences that a lease was made and is hereby entered into by written Site Agreement effective the 18 day October, 1996, between the City of Roeland Park, Kansas, a municipal corporation ("Owner"), whose address is as set forth below, and APT Kansas City, Inc., a Delaware corporation ("APT"), whose address is Real Estate Department, American Portable Telecom, P.O. Box 31793, Chicago, IL 60631-0793, the terms and conditions of which are incorporated herein by reference.

Such Site Agreement provides, in part, that Owner, for valuable consideration, leases to APT a part of that certain property owned by Owner which is described in Exhibit "A" attached hereto and incorporated herein for a term of five (5) years commencing on November 1, 1996, which term is subject to five (5) additional five (5) year option terms.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

OWNER

CITY OF ROELAND PARK, KANSAS

By: [Signature]
Print Name: DAN WENDEL
Print Title: MAYOR
Federal Tax ID No.: 48-6057329

Address of Owner:
4600 West 51st Street
Roeland Park, Kansas 66205

APT

APT KANSAS CITY, INC.

By: [Signature]
Its: Manager - Implementation
VP INFORMATION TECHNOLOGY - DAVID MCCARTHY
Address of APT:

Real Estate Department
American Portable Telecom
P.O. Box 31793
Chicago, IL 69631-0793

STATE OF KANSAS } ss
COUNTY OF JOHNSON }
FILED FOR RECORD

1997 APR 30 P 3:08.6

SARA F. ULLMANN
REGISTER OF DEEDS

1900

With a copy to:

Blackwell Sanders
2300 Main, Suite 1100
Kansas City, MO 64108

STATE OF KANSAS

SS

COUNTY OF JOHNSON

On this 18th day of October, 1996, before me appeared Joan Wendell to me personally known, who, being by me duly sworn (or affirmed) did say that she is the Mayor of the City of Roeland Park, Kansas, and that said instrument was signed and behalf of said City by authority of its City Council and said Joan Wendell acknowledged said instrument to be the free act and deed of said City.

Gary R. Linn
Notary Public - Kansas

My commission expires:

July 20, 1999
[Seal]

STATE OF ILLINOIS

SS

COUNTY OF COOK

On this 18th day of October, 1996, before me appeared David McCarthy to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Vice president of APT KANSAS CITY, INC., and that said instrument was signed on behalf of said corporation by authority of its board of directors (or trustees) and said David McCarthy acknowledged said instrument to be the free act and deed of said corporation.

Judy A. Rebuck
Notary Public - Illinois

My commission expires:

July 13, 1998
[Seal]



SITE ID: A5D006
SITE NAME: Roeland Park Community Center

EXHIBIT "A"
TO
MEMORANDUM OF AGREEMENT

SKETCH AND DESCRIPTION OF PROPERTY:

See attached Exhibit A-1.

LEGAL DESCRIPTION OF OWNER'S PROPERTY:

See attached Exhibit A-2

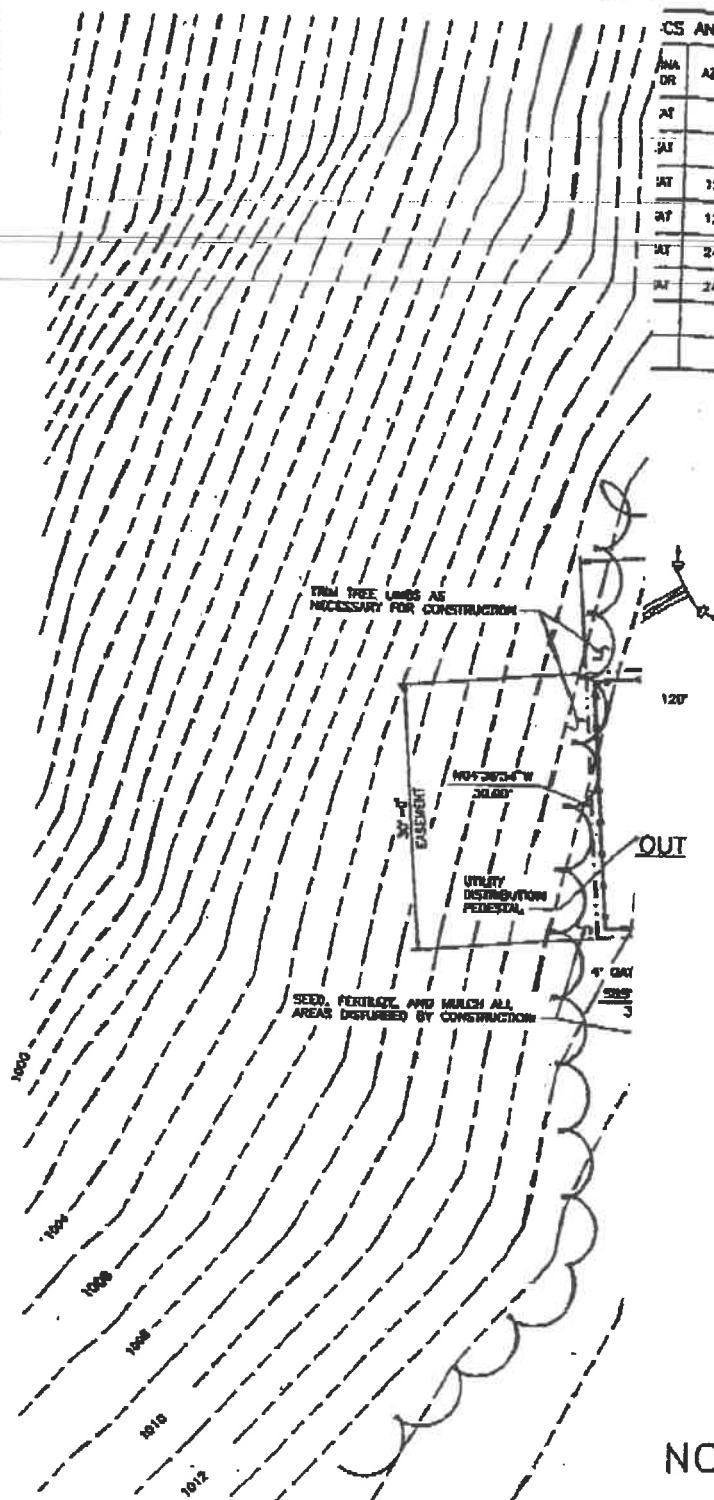
It is agreed by Owner and APT that the precise legal description for the Owner's Property will be corrected, if necessary, and that the correct legal description may be placed on this Exhibit "A" by APT.

CS ANTENNA KEY

ANTENNA OR	AZIMUTH	ELECTRICAL DOWNTILT	MECHANICAL DOWNTILT	HEIGHT TO THE TOP OF ANTENNA FROM GROUND LEVEL	CO-AXIAL FEEDER	SIZE	LENGTH
AT	0	0	0	165'-0"	1	5/8"	175'
AT	0	0	0	165'-0"	1	5/8"	175'
AT	120	0	0	165'-0"	1	5/8"	175'
AT	120	0	0	165'-0"	1	5/8"	175'
AT	240	0	0	165'-0"	1	5/8"	175'
AT	240	0	0	165'-0"	1	5/8"	175'

MINIMUM RF REQUIREMENTS

ANTENNA NUMBER	ANTENNA DIRECTION	AMPL. REQ.	AMPL. SUP.
A-1, A-2	0		15'
B-1, B-2	120		15'
C-1, C-2	240		15'



NOT TO BE USED FOR
CONSTRUCTION

ENLARGED
SCALE 1"=10'

0' 5' 10' 20' 30'
SCALE: 1"=10'-0"

REV	DATE	REVISION DESCRIPTION	BY	CHK	APP'D

ROELAND PARK COMMUNITY CENTER
CELL SITE ASD 006
SITE & UTILITIES PLAN

4850 ROSEWOOD
ROELAND PARK, KANSAS

SCALE: 1"=10'-0" DRAWING NUMBER: 1314-0000-000

Exhibit A-1

TOP = 567.33
FORCE MAIN
FL IN (E) 30" = 575.85
FL OUT (NW) 30" = 575.85

**SANITARY SEWER MH
(NOT FIELD LOCATED)
FORCE MAIN**

SANITARY SEWER MH
TOP - 987.30
FORCE MAIN
(UNABLE TO GET FL)

October 18, 1989
SURVEYOR'S CERTIFICATE

I, Robert P. Hurley, a Kansas Registered Land Surveyor do hereby certify as of the date set forth above that I have made a careful survey of a tract of land being more particularly described as follows:

All that part of the Northwest Quarter of Section 4, Township 12, Range 25, in the City of Roeland Park, Johnson County, Kansas, more particularly described as follows:

BEGINNING 100 feet East of the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section; **THENCE** West along the South line of said Quarter Quarter Section, 829.71 feet; **THENCE** North and parallel with the West line of said Section, 525 feet; **THENCE** East and parallel with the South line of said Quarter Quarter Section, 694.71 feet more or less; **THENCE** South and parallel with the West line of said Section, 80 feet; **THENCE** East and parallel with the South line of said Quarter Quarter Section, 275 feet; **THENCE** Southwesterly 466.50 feet to the point of beginning and containing 455,942 square feet or 10.4670 acres, more or less.

I further certify that said property is not located within an area identified by the Secretary of Housing and Urban Development as an area having a Zone Designation "A" - Special Flood Hazard, on Flood Insurance Rate Map No. 1-01, with date of identification of May 31, 1974 and revised June 30, 1978, for Community No. 200176B, in Johnson County, State of Kansas, which is the current Flood Insurance Rate map for the community in which said premises is situated.

Robert P. Hurley
Kansas Registered Land Surveyor No. 1050

NOTES:

- A Title Commitment, indicating applicable easements has not been provided to us; Therefore all easements may not be shown hereon.

2 UTILITY WARNING

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

3 PARKING SPACES

49 Standard Specimen
0 Hand-i-cap
49

Exhibit A-2

EXHIBIT A-1

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 12, RANGE 25, IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 100 FEET EAST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 829.71 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION, 525 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 694.71 FEET MORE OR LESS; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION, 80 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 275 FEET; THENCE SOUTHWESTERLY 466.50 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART IN STREETS AND ROADS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 12 SOUTH, RANGE 25 EAST OF THE SIXTH PRINCIPAL MERIDIAN, IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4, THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 97.40 FEET; THENCE NORTH 00 DEGREES 52 MINUTES 12 SECONDS WEST, A DISTANCE OF 312.00 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 48 SECONDS WEST, A DISTANCE OF 114.60 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 11 SECONDS WEST, A DISTANCE OF 214.11 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS EAST, AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 180.00 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 11 SECONDS EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 49 SECONDS EAST AND PARALLEL WITH SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 275.00 FEET; THENCE SOUTH 17 DEGREES 08 MINUTES 46 SECONDS WEST, A DISTANCE OF 466.50 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4; THENCE SOUTH 89 DEGREES 40 MINUTES 49 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

Item Number: New Business- VIII.-B.
Committee 10/16/2017
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **City Administrator Agreement**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description



City Administrator Agreement

Type

Cover Memo

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into the ____ day of October, 2017, to be effective as of October ____, 2017 (the "Effective Date"), by and between the CITY OF ROELAND PARK, KANSAS, a municipal corporation, hereinafter referred to as the "City," and Keith G. Moody, hereinafter referred to as "Employee."

RECITALS

1. The City desires to employ the services of Employee as City Administrator of the City of Roeland Park, Kansas.
2. It is the desire of the Governing Body of the City of Roeland Park, Kansas (the "Council"), which includes the Mayor, to provide certain salary and benefits, to establish certain conditions of employment and to set working conditions of said Employee.
3. It is the desire of the Council to secure and retain the services of Employee and to provide incentive for him to remain in such employment.
4. It is the desire of the Council to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future financial security.
5. Employee desires to accept employment as City Administrator of the City of Roeland Park, Kansas.

In consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. DUTIES

The City agrees to employ Keith G. Moody as City Administrator to perform the functions and duties of City Administrator as specified in the ordinance creating the position (Section 1-315 of the Code of the City of Roeland Park, Kansas), and to perform other reasonable and legally permissible duties as assigned by the Council.

2. TERM

This Agreement shall remain in full force and effect from the date of its complete execution until terminated by one or both of the parties under the terms of Section 3 below.

3. TERMINATION

- a. It is agreed and understood that the employment relationship is at will and may be terminated by either party with or without Cause (as defined below) and with or without notice, except as provided herein. Under this Agreement, there is no contractual right to employment for any definite period of time. Accordingly, the City may terminate the employment of the Employee under this Agreement at any time.
- b. In the event the City terminates Employee's employment for Cause, the City agrees to pay Employee any wages earned up to the date of the termination, as well as all applicable and accrued benefits, including accrued but unused vacation and sick leave (subject to any caps set forth in Roeland Park's Personnel Policies and Guidelines, as

amended from time to time). "Cause" means Employee is convicted of any illegal act involving personal gain to him, or the conviction of any felony, or for engaging in any unethical conduct as described in the Ethics Ordinance of the City.

- c. In the event the City terminates Employee's employment without Cause, the City agrees to pay Employee any wages earned up to the date of the termination, as well as all applicable and accrued benefits, including accrued but unused vacation and sick leave (subject to any caps set forth in Roeland Park's Personnel Policies and Guidelines, as amended from time to time). The City also agrees to pay Employee severance pay of a minimum of six (6) months of Employee's salary. Additionally, for each twelve (12) full months of service provided after the Effective Date, Employee shall be entitled to receive one (1) month additional of severance pay, up to an overall maximum payout of nine (9) months of severance pay when combined with the basic six (6) month severance benefit described herein. Severance pay shall be based upon Employee's salary rate in effect at the time of termination, and shall be subject to all legal withholdings. The severance pay is payable either in installments at the same time other employees of the City are paid their regular paychecks, or a lump sum payment equal to such amount, with the method of payment to be determined by the City. Vacation and sick leave does not accrue after the termination date. The City's contributions to disability insurance, and health insurance premiums shall continue for the severance provided for above. In the event the City wrongfully refuses, following written notice from Employee, to comply with any provision benefiting Employee as described herein, or the Council improperly discusses the performance of the Employee in a public meeting, the Employee may, at his option, deem this Agreement "terminated" effective the date of the event and the City will be required to pay the severance pay described herein. Employee has sixty (60) days to terminate contract from the date of the event. The City shall discuss the performance of the Employee only in executive session. If Employee is indicted or formally charged by any state or the United States with any such act or crime as described in Section 3(b) above, or if Employee is charged with a violation of the Ethics Ordinance as described herein, and his employment is thereby terminated, the City shall not be obligated to pay Employee severance pay unless and until the case is resolved in favor of the Employee.
- d. In the event the Employee is terminated by the City (other than for Cause as defined in paragraph b above) during the six (6) months immediately following a general election, and during such time Employee is willing and able to perform his duties under this Agreement, then the City agrees to make severance payments for six (6) months in accordance with paragraph c above.
- e. The Employee may terminate this Agreement and his employment with the City by providing a 45-day written notice. In this circumstance, no severance benefit shall be paid. Employee will be paid any accrued and unpaid/unused benefits in accordance with Roeland Park's Personnel Policies and Guidelines, except that accrued but unused vacation pay will be withheld if a 45-day notice is not provided by Employee.

4. SALARY

The City agrees to pay the Employee for his services an initial annual base salary of \$102,000.00, or \$3923.07, which is to be paid bi-weekly. The City may, at its sole discretion, grant bonuses and benefits to Employee for performance, excellence, or meritorious service. Additionally, the City may increase the base salary and benefits in such amounts and to such an extent as the City Council may, in its sole discretion, determine is appropriate on the basis of performance evaluations and salary review. The City shall not at any time reduce the salary or other benefits of the Employee except to the degree of such a reduction across-the-board for all employees of the City.

5. LIFE INSURANCE

The City may procure an appropriate life insurance policy insuring the life of Employee written by an insurer to be selected by the City, subject to the Employee passing the physical examination to be administered by the insurer. During the period this Agreement is in effect, the City shall be responsible for paying the annual policy premium and shall be the owner of said life insurance policy. Furthermore, the City shall be the beneficiary of the policy of insurance. Employee hereby agrees that such insurance may be procured on his life, and he likewise agrees to assist as needed in the procurement and placement of such insurance.

6. INDEMNIFICATION

The City shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as City Administrator. The City will defend or settle any such claim or suit and pay the amount of the settlement or judgment rendered thereon. Such indemnification will apply to any alleged act or omission occurring on or prior to Employee's termination date. Provided, however, that the City shall not be obligated to provide a defense for any criminal action or for any other action against Employee if the City Council determines, after having given the employee an opportunity to appear with or without counsel to provide information, that (1) the act or omission was not within the scope of Employee's employment; (2) Employee acted or failed to act because of actual fraud or actual malice; (3) the defense of the action or proceeding by the City would create a conflict of interest between the City and Employee; or (4) Employee's request for the City to provide for the defense of the proceeding was not made within fifteen (15) days after service of process upon Employee, or receipt of notice of the proceeding, as applicable.

7. PERFORMANCE EVALUATION

The Mayor, in consultation with the City Council, shall review and evaluate the performance of Employee after twelve (12) months, and thereafter every twelve (12) months, typically in the month of September. The review and evaluation shall be conducted in accordance with criteria developed jointly by the Mayor, City Council and City Employee. Compensation evaluation will be performed every twelve (12) months.

8. DUES, SUBSCRIPTIONS, AND PROFESSIONAL DEVELOPMENT

The City agrees to pay for the reasonable professional dues and subscriptions of Employee necessary for his participation in national, regional, state and local professional associations and organizations necessary and desirable for his continued professional participation and growth and for the benefit of the City, all as approved in the City's annual budget. The City agrees to pay for the reasonable continuing education, seminars, institutes and training of the Employee, including travel, registration and subsistence cost that are appropriate for his continued professional development and for the benefit of the City.

9. AUTOMOBILE ALLOWANCE

The Employee is required to be on call all hours of the day, and it is therefore necessary for him to have access to a personally owned vehicle for City business which may also be used for private use. The City agrees to pay Employee an automobile allowance of four hundred fifty dollars (\$450) per month payable as and when determined by the City. Without making any firm commitments at this time, the parties agree the City and Employee may reassess in the future this method of providing an allowance for local travel to Employee, and may provide for some form of use of a vehicle owned by the City. The City may cease providing the automobile allowance if Employee opts to accept a City-owned vehicle for Employee's local travel use in lieu of providing a cash allowance.

10. EMPLOYEE BENEFITS

The City agrees to provide Employee with all benefits that are normally furnished to other City employees, including, but not limited to, health and dental insurance, paid holidays, vacation and sick leave, except that Employee shall have fifteen (15) days' vacation accrued and available to be used at the commencement of his employment. In addition, at the commencement of his employment Employee shall have accrued ten (10) days' sick leave. Any caps on the carryover of accrued but unused vacation or sick time from year to year, and any caps on the amount of accrued but unused vacation or sick time that may be paid on termination that apply to other employees shall apply to Employee as well. Additionally, the City will contribute on behalf of Employee on the same percentage basis that it contributes for other employees to the Kansas Public Employees Retirement System and five percent (5%) of the annual base salary to the Section 401(a) or Section 457 Plan. Accumulation of vacation leave will be calculated on the basis of the Employee being considered a 15+ year employee as set forth in Section E.2.A of the City of Roeland Park Personnel Policy. To the extent the Employee saves the City premiums on family health and family dental insurance due to Employee sustaining these benefits through a prior employer (for up to five months), the City shall use these savings to cover the Employee's portion of monthly premiums at such time that Employee begins use of City's family health and family dental coverage.

11. MOBILE PHONE STIPEND

Employee shall have a mobile telephone and communication device that is acceptable to the City and compatible with the City's information systems so that he may be accessible at all times. Employee agrees that the City may impose any security restrictions and software it deems appropriate on Employee's communication device. The City shall pay Employee a monthly stipend in the amount of one hundred dollars (\$100) to use for a service plan.

12. PERSONNEL POLICIES AND ETHICS ORDINANCE

Except to the extent specifically referenced herein, the provisions of the Personnel Policies and Guidelines of the City shall apply to Employee's employment; provided minor violations of City laws shall not be grounds for disciplinary action. Although Employee is not a "Public Officer" as that term is defined in Section 4 of Charter Ordinance No. 12, the City expects Employee to conform to the standards of conduct set forth in the Ethics Ordinance in the course of his employment, as set forth in Sections 3, 4, 6 and 7 of Charter Ordinance No. 12 and Section 2 of Charter Ordinance No. 16, as the same may be amended from time to time.

13. HOURS OF WORK

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the City and to that end, Employee shall be allowed to establish an appropriate work schedule to reflect the unusual work hours.

14. RESIDENCY

Employee agrees to maintain his residency in Johnson County, Kansas

15. BONDING

The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance. City Administrator shall cooperate in providing information necessary to obtain any such bond.

16. NOTICE

Notices pursuant to this Agreement shall be given by hand-delivery, with written certification of receipt by the other party, or by deposit in the United States mail, postage prepaid, return receipt requested, addressed as follows:

- | | |
|-------------------------------|---|
| (1) If to the City: | Mayor
Roeland Park City Hall
4600 West 51st Street
Roeland Park, KS 66205 |
| (2) If to City Administrator: | Keith G. Moody, City Administrator
Roeland Park City Hall
4600 West 51st Street
Roeland Park, KS 66205 |

Notice shall be deemed given as of the date of hand-delivery or as of the date of deposit of such written notice with the United States Postal Service.

17. MERGER AND SEVERABILITY

The text herein shall constitute the entire agreement between the parties. Any previous agreement between the parties, written or oral, shall be superseded by this Agreement. If any provision, or

any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Kansas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Kansas to apply.

19. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Council, in agreement with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement. Except as provided herein, this Agreement may only be amended in writing with signed approval by both parties.

Keith G. Moody, City Administrator

THE CITY OF ROELAND PARK, KANSAS

By: _____
Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

Item Number: Reports of City Officials:- XI.-A.
Committee 10/16/2017
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

Title:

Executive Session - City Administrator Evaluation I move the Governing Body recess into executive session to discuss the City Administrator Evaluation pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(1). The open meeting to resume in the council chamber at _____.

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?