

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
September 8, 2020 6:00 PM

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

Brauer

Hill

Finance

McCormack

Madigan

Safety

Rebne

Faidley

Public Works

Kelly

Dickens

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Citizens Comments

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

II. Consent Agenda

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

A. Appropriations Ordinance #957

- B. Council Minutes August 17, 2020
- C. Colors for Slides and Shade Structures for the Pool Renovation Project

III. Business From the Floor

- A. Applications / Presentations

IV. Mayor's Report

V. Workshop and Committee Reports

VI. Reports of City Liaisons

- A. UCS Summit on Affordable Housing

VII. Unfinished Business

VIII. New Business

- A. Appoint Committee Member to Racial Equity Ad Hoc Committee
- B. Appoint Linda Heinen to the Parks Committee
- C. Approve Solar Services Agreement
- D. Approve Utility Easement at Community Center
- E. Adopt Roeland Park Moving Forward - 2040 Comprehensive Plan Update

IX. Ordinances and Resolutions:

- A. Ordinance No. 999 - Authorizing GO Bonds, Series 2020-1
- B. Resolution No. 683: Authorizing and Directing the Sale of GO Bonds, Series 2020-1

X. Workshop Items:

XI. Reports of City Officials:

- A. COVID-19 Update through August 31st

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

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

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise

render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

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

and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.

- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: Pledge of Allegiance- -A.
Committee 9/8/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

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

Item Type:

Recommendation:

See instructions to log in below.

Details:

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

Roeland Park City Council Meeting and Workshop

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

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

You can also dial in using your phone.

United States (Toll Free): 1 877 568 4106

Access Code: 719-374-005

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

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

Please use these tips while listening in:

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

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

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

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

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Consent Agenda- II.-A.
Committee 9/8/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #957**
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
□ Appropriations Ordinance #957

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

Thursday, September 3, 2020

Appropriation Ordinance - 09/08/2020 - #957

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 8th day of September, 2020.

Attest:

Redacted for Privacy

City Clerk

Mayor

Total Appropriation Ordinance

\$

352,425.50

Appropriation Ordinance - 09/08/2020 - #957

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
						Distribution Amount	Check #	Check Amount
Vendor	Dept	Account	Account Description	Reference	Date	Amount		Amount
ADP, LLC	101	5214.101	Other Contracted Services	562981640	09/02/20	242.76	71145	242.76
Advantage Computer	103	5266.103	Computer Software	79459	09/02/20	450.00	71146	450.00
Advance Auto Parts	106	5306.106	Materials	5128014323328	08/26/20	2.63	71122	98.93
Advance Auto Parts	106	5306.106	Materials	5128021838484	08/26/20	96.30		
Airgas USA, LLC	106	5318.106	Tools	9972876191	08/26/20	22.36	71123	22.36
Alissa's Flowers, Fashions & Inter	101	5267.101	Employee Related Expenses	42521	09/02/20	80.25	71147	80.25
All Copy Products, Inc.	102	5214.102	Other Contracted Services	69171622	09/02/20	322.50	71148	645.00
All Copy Products, Inc.	105	5214.105	Other Contracted Services	69171622	09/02/20	322.50		
American Fidelity Assurance Co.	101	2052.101	Supplemental Insurance Payable	2076498	08/14/20	416.66	32581	416.66
American Fidelity Assurance Co.	101	2052.101	Supplemental Insurance Payable	2078986	09/02/20	416.66	32581	416.66
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	D199567	08/26/20	1,061.64	71124	1,061.64
Shawnee Mission Tree Service, Inc	106	5263.106	Tree Maintenance	43380	08/26/20	1,140.00	71125	1,140.00
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	144254	08/19/20	392.83	71108	392.83
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	144269	08/26/20	390.93	71126	2,552.67
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	144284	08/26/20	782.80		
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	144299	08/26/20	595.66		
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	144349	08/26/20	783.28		
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	143921	09/02/20	400.43	71150	2,898.47
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	144019	09/02/20	598.03		
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	144380	09/02/20	342.95		
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	144449	09/02/20	1,169.93		
Asphalt Sales Company, Inc	106	5421.106	Street Maintenance	413990	09/02/20	387.13		
AT&T	101	5202.101	Telephone	3241	8/21/20	175.35	71151	175.35
Balls Food Stores	102	5301.102	Office Supplies	33186	08/26/20	17.97	71127	17.97
Boelte-Hall, LLC	101	5208.101	Newsletter	2023661	08/19/20	1,253.00	71109	1,253.00
Breeden Holdings, LLC	106	5211.106	Maintenace & Repair Equipment	1058017	09/02/20	739.80	71152	739.80
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1057809	08/19/20	699.95	71110	699.95
Cliff Chaffee	102	5206.102	Travel Expense & Training	8/14/20 Reid	08/26/20	59.66	71128	59.66
City Wide Maintenance Co, Inc.	101	5214.101	Other Contracted Services	42001005317	09/02/20	350.00	71153	700.00
City Wide Maintenance Co, Inc.	101	5214.101	Other Contracted Services	42001005347	09/02/20	350.00		
Confluence, Inc.	101	5209.101	Professional Services	19363	08/26/20	1,150.00	71129	1,150.00
Eligius Bronze	300	5470.300	Park Maint/Infrastructure	1015619	09/02/20	160.00	71154	160.00
ETC Institute	101	5214.101	Other Contracted Services	28117	08/26/20	868.75	71130	868.75
Evergy	101	5201.101	Electric	8/21/20 Multiple	08/26/20	2,685.32	71131	3,227.83
Evergy	106	5201.106	Electric	8/21/20 Multiple	08/26/20	542.51		
Evergy	106	5201.106	Electric	2644/9247 8/20	09/02/20	62.52	71155	379.08
Evergy	220	5201.220	Electric	2644/9247 8/20	09/02/20	316.56		

Gather Media and Communication	101	5209.101	Professional Services	48	09/02/20	300.00	71156	1,790.00
Gather Media and Communication	101	5209.101	Professional Services	56	09/02/20	1,490.00		
GBA Architects Engineers	370	5457.370	CARS 2020 - Roe	59471	09/02/20	24,447.82	71157	24,447.82
Goodyear Auto Service Center	106	5211.106	Maintenace & Repair Equipment	1201103201	09/02/20	1,027.40	71158	1,027.40
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	INV0786677	09/02/20	14.00	71159	14.00
ID Edge	220	5301.220	Office Supplies	90738	09/02/20	500.00	71160	500.00
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	4410	09/02/20	1,240.00	71161	2,445.00
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	4429	09/02/20	1,205.00		
Jennifer Jones-Lacy	107	5133.107	Wellness Incentive	8/14/20 Run Stor	09/02/20	50.00	71162	50.00
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	2834 8/25/20	09/02/20	32.50	71163	32.50
Kansas Gas Service	101	5289.101	Natural Gas	8/11/20 Multiple	08/19/20	93.28	71111	145.68
Kansas Gas Service	106	5289.106	Natural Gas	8/11/20 Multiple	08/19/20	52.40		
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	80438	09/02/20	261.60	71164	261.60
The Legal Record	101	5204.101	Legal Printing	L87062	08/19/20	19.90	71112	49.71
The Legal Record	101	5204.101	Legal Printing	L87073	08/19/20	29.81		
The Legal Record	101	5204.101	Legal Printing	L87161	08/26/20	22.43	71132	22.43
The Legal Record	101	5204.101	Legal Printing	L87272	09/02/20	27.28	71165	27.28
Lewis & Ellis, Inc.	101	5213.101	Audit Fees	MT6211919001	08/26/20	1,800.00	71133	1,800.00
Lexington Plumbing & Heating Co.	290	5210.290	Maintenace And Repair Building	101037	08/26/20	335.00	71134	335.00
Lippert Mechanical Service Corp	106	5210.106	Maintenace & Repair Building	SI2063096	08/19/20	270.00	71113	3,450.00
Lippert Mechanical Service Corp	106	5210.106	Maintenace & Repair Building	SI2065492	08/19/20	300.00		
Lippert Mechanical Service Corp	106	5210.106	Maintenace & Repair Building	SI2068458	08/19/20	300.00		
Lippert Mechanical Service Corp	220	5210.220	Maintenace & Repair Building	SI2065490	08/19/20	300.00		
Lippert Mechanical Service Corp	220	5210.220	Maintenace & Repair Building	SI2068456	08/19/20	300.00		
Lippert Mechanical Service Corp	290	5210.290	Maintenace And Repair Building	SI2065491	08/19/20	990.00		
Lippert Mechanical Service Corp	290	5210.290	Maintenace And Repair Building	SI2068457	08/19/20	990.00		
Mauer Law Firm PC	510	5209.510	Professional Services	206127	09/02/20	152.00	71166	6,935.00
Mauer Law Firm PC	101	5215.101	City Attorney	206127	09/02/20	6,783.00		
Venessa Maxwell-Lopez	103	5209.103	Professional Services	8/14/20	08/19/20	150.00	71114	150.00
MegaKC	300	5472.300	R Park Development Plan	695 RPAR 8/31/20	09/02/20	124,958.00	71167	124,958.00
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	9/20	09/02/20	43,564.00	71168	43,564.00
Missouri Organic	106	5263.106	Tree Maintenance	13563	09/02/20	40.00	71169	80.00
Missouri Organic	106	5263.106	Tree Maintenance	13574	09/02/20	40.00		
Municode	101	5214.101	Other Contracted Services	347217	09/02/20	124.95	71170	124.95
Kelley Nielsen	107	5133.107	Wellness Incentive	7/24/20 Scheels	09/02/20	50.00	71171	50.00
Online Solutions, LLC	101	5266.101	Computer Software	3828	08/19/20	7,200.00	71115	7,200.00
Pitluck Law, LLC	103	5209.103	Professional Services	8/25/20	09/02/20	150.00	71172	150.00
Principal Life Insurance Co.	101	2052.101	Supplemental Insurance Payable	0001 8/17/20	08/26/20	872.63	71135	872.63
Purchase Power	101	5205.101	Postage & Mailing Permits	7903 8/20/20	09/02/20	402.50	71173	402.50
Wex Bank	104	5302.104	Motor Fuels & Lubricants	67003814	08/17/20	22.40	32582	580.63
Wex Bank	106	5302.106	Motor Fuels & Lubricants	67003814	08/17/20	558.23		
Rejis Commission	102	5214.102	Other Contracted Services	444046	08/19/20	22.50	71116	22.50
Road Builders Machinery & Supply	106	5421.106	Street Maintenance	R41593	08/26/20	1,800.00	71136	1,800.00

Royal Construction Services, LLC	300	5473.300	RPAC Improvements	1	09/02/20	77,083.00	71174	77,083.00
Roeland Park Community Founda	101	5217.101	Public Art	8/24/20 Ck. Req	08/26/20	7,000.00	71137	7,000.00
RTA	300	5468.300	2020 Stormwater-57th and Roelanc	8/27/20 Man. Ck	08/27/20	108.00	32583	108.00
Saltus Technologies	103	5410.103	Technology Upgrades	200845	08/19/20	500.00	71117	500.00
George Schlegel	101	5230.101	Art Commissioner	Recurring Check	09/01/20	100.00	71144	100.00
Staples	101	5301.101	Office Supplies	8059392202	09/02/20	305.34	71175	305.34
Staples	101	5304.101	Janitorial Supplies	8059246134	08/19/20	166.77	71118	166.77
Terminix Processing Center	101	5214.101	Other Contracted Services	399698106	09/02/20	68.00	71176	68.00
Patrick Tremonti	101	5282.101	Property Tax Rebate Program	8/27/20 PT Rebat	09/02/20	460.69	71177	460.69
Tyler Technologies, Inc.	103	5410.103	Technology Upgrades	25306294	08/19/20	250.00	71119	250.00
Tyler Technologies, Inc.	103	5410.103	Technology Upgrades	25302755	08/26/20	1,880.00	71138	4,030.00
Tyler Technologies, Inc.	103	5410.103	Technology Upgrades	25305197	08/26/20	2,150.00		
Tyler Technologies, Inc.	103	5410.103	Technology Upgrades	25305462	09/02/20	250.00	71178	250.00
Vance Brothers	106	5421.106	Street Maintenance	IC00067396	08/19/20	208.00	71120	208.00
Vance Brothers	106	5421.106	Street Maintenance	IG00004108	08/26/20	280.00	71139	280.00
Verizon Wireless	102	5202.102	Telephone	9861402500	09/02/20	729.64	71179	889.68
Verizon Wireless	104	5202.104	Telephone	9861402500	09/02/20	80.02		
Verizon Wireless	106	5202.106	Telephone	9861402501	09/02/20	80.02		
Watchmen Security Services, LLC	106	5210.106	Maintenace & Repair Building	45502	08/26/20	25.00	71140	25.00
Watchmen Security Services, LLC	106	5210.106	Maintenace & Repair Building	49427	09/02/20	25.00	71140	25.00
Water District No 1 of Johnson Co	101	5287.101	Water	8/25/20 Multiple	09/02/20	98.70	71181	879.11
Water District No 1 of Johnson Co	106	5287.106	Water	8/25/20 Multiple	09/02/20	702.48		
Water District No 1 of Johnson Co	220	5287.220	Water	8/25/20 Multiple	09/02/20	77.93		
KPERS	101	2040.101	KPERS Accrued Employee	8/28/20	08/28/20	2,371.20		2,371.20
KPERS	107	5123.107	KPERS City Contribution	8/28/20	08/28/20	3,672.76		3,672.76
KP&F	101	2045.101	KP&F Employee Withholding Payab	8/28/20	08/28/20	2,153.77		2,153.77
KP&F	107	5131.107	KP&F City Contribution	8/28/20	08/28/20	6,605.93		6,605.93
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Recurring EFT	08/20/20	1,855.00		1,855.00
						\$	352,425.50	

Item Number: Consent Agenda- II.-B.
Committee 9/8/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Council Minutes August 17, 2020**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Council Minutes August 17, 2020	Cover Memo

**CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, August 17, 2020 6:00 P.M.**

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

Admin

Brauer
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Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

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

Pledge of Allegiance

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

Roll Call

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

Modification of Agenda

There were no modifications made to the agenda.

I. Citizens Comments

Grant Mayfield (4924 Mission) Mr. Mayfield is co-founder of Safe and Welcoming Roeland Park, a group of friends and neighbors from all walks of life who care about making their shared community safe and welcoming for all people. The group has crafted a proposal targeting immigration issues and they have shared that with the Governing Body. It is intended to be a guiding document for an ordinance. He said that all Governing Body members have spoken with members of their group about the importance of the ordinance and its impact. They have worked to raise awareness in the City by contacting neighbors and have held an informational session at the Community Center. He encouraged the Governing Body to review the information provided to them and to walk the path to create a City that is safer and more welcoming place for all individuals. He also said they petition signatures of 184 names of those who live, work, shop, and worship in Roeland Park. They also have six formal letters of support from Roeland Park state representative Rui Xu, the ACLU of Kansas, El Centro, Inc., Advocates for Immigrant Rights and Reconciliation (AIRR), Showing up for Racial Justice, and the Metro Organization for Racial and Economic Equity. He thanked the Governing Body for their support of this issue.

II. Consent Agenda

- A. Appropriations Ordinance #956
- B. Council Minutes August 3, 2020
- C. ROW Agreement with Johnson County Wastewater

MOTION: CMBR MADIGAN MOVED AND CMBR BRAUER SECONDED TO APPROVE THE CONSENT AGENDA AS PRESENTED. (MOTION CARRIED 8-0.)

III. Business from the Floor

There were no items presented.

IV. Mayor's Report

A. Diaper Needs Awareness Week Proclamation

Mayor Kelly asked for supporting in donating diapers for those in need and mentioned the work of Happy Bottoms in Kansas City.

CMBR Faidley asked if there were any other organizations that take diaper donations. Mayor Kelly said they will look into that and put any information on the City's website.

MOTION: CMBR HILL AND SECONDED BY CMBR BRAUER TO APPROVE THE DIAPER NEEDS AWARENESS WEEK PROCLAMATION FOR THE WEEK OF SEPTEMBER 21-27, 2020. (THE MOTION CARRIED 8-0.)

V. Workshop and Committee Reports

No reports were given.

VI. Reports of City Liaisons

A. Stormwater Management Advisory Council (Donnie Scharff, Tom Madigan, and Jan Faidley)

Reports from the SMAC meeting was included in the packet

Public Works Director Scharff mentioned an app designed by the county that allows residents to sign up for an account and provide information and photographs of flooding that they see. The primary focus is on street flooding and ground saturation.

CMBR Rebne asked how this would work for residents. Public Works Director Scharff said an individual can take pictures and then upload them.

CMBR Madigan said there is a stark difference between wastewater and stormwater.

CMBR Kelly asked if water coming up from the bottom of a basement should be reported. Public Works Director Scharff said that it could.

VII. Unfinished Business

There was no unfinished business discussed.

VIII. New Business

A. Approve School Resource Officer Service Agreement

Mayor Kelly said they have partnered with Bishop Miege High School for the past two years in having a Roeland Park Police Officer be the SRO in their buildings. He said he appreciates their partnership with the high school in their community.

Miege President Salisbury was online for the meeting and added that this position came out of a conversation with Police Chief Morris and City Administrator Moody while working on logistics. He added that it just has been a relationship they are thrilled to have. The resources the City, the county and the state provide are what they need. He also said that with what is going on in the world with the safety of their students in schools, this is a partnership they want to continue and thanked them for their consideration.

MOTION: CMBR FAIDLEY MOVED AND CMBR MCCORMACK SECONDED TO APPROVE THE SCHOOL RESOURCE OFFICER AGREEMENT WITH BISHOP MIEGE HIGH SCHOOL. (MOTION CARRIED 7-1 WITH CMBR KELLY VOTING NO.)

IX. Ordinances and Resolutions

A. Ordinance No. 998; Updating City Code Regarding Political Signs

City Attorney Maurer said this item arose from an email from CMBR Madigan bringing to their attention that there were elected officials that were openly non-compliant with the three-sign limit in their yard. The question became if the Governing Body is not going to comply, then they could not expect their citizens too either, so there was discussion to change the code. The question became how to comply with Kansas statute not limiting political signs on unpaved City right-of-way, 45 days before and 2 days following an election. Political sign would be considered as a temporary sign and governed by those rules except for the 45 days before and 2 days after an election.

In previous discussions a question arose about signs being placed without approval in the right-of-way. Mr. Mauer said an individual controls their own yard even if there is a right-of-way. The City cannot regulate the signs, but the homeowner has control of the property. The property owner has a fee interest (legal ownership interest) of their land even if the City has a right-of-way over the top of the land or what's buried in the land. The property owner owns all the dirt and can remove the signs as the owner.

Removing signs from someone else's property could pose potential problems and is considered theft. Mr. Mauer discussed the case of a former Johnson County Commissioner who removed his opponent's signs from yards.

Mayor Kelly said an individual's action removing signs does not create a liability for the City and is what is contemplated in the First Amendment as the government not restricting the speech of another.

CMBR Faidley said the case being made for this is that content is not the issue and maybe they do not need to use the term political. City Attorney Maurer said they cannot limit for political signs, but they can for other signs. The enforcement issue then becomes how to decide what is a political sign. There is nothing in the statute to say it must address an election forthcoming or the two days past.

Mayor Kelly asked is they should consider all signs political 45 days before and 2 days after an election. Mr. Maurer said they could do that.

CMBR Rebne asked for clarification outside of the 47 days what is the policy. Mr. Maurer said the City Code allows for three temporary signs associated with any building.

CMBR Kelly said the code did not put a distance regarding temporary signs. Mr. Maurer said the code is to make sure they are spaced enough and are not in any way interfering traffic, health, safety, welfare, such as a tripping hazard, etc. and does not see it being a problem.

MOTION: CMBR DICKENS MOVED AND CMBR REBNE SECONDED TO APPROVE ORDINANCE NO. 998; UPDATING THE CITY CODE REGARDING POLITICAL SIGNS. (MOTION CARRIED 8-0)

X. Reports of City Officials

A. COVID-19 Update

Mayor Kelly said there is a recent update in the packet.

Ms. Jones-Lacy said she had nothing to add, but this is a constantly evolving topic of discussion. Intern Chris Verbrugge put the report together in conjunction with department heads and they tried to include everything they could as of last week.

B. City Administrator's Report

City Administrator Moody shared street sign examples and noted there are life-sized examples at the Public Works facility. He said he has received feedback from five of the Governing Body members and they are still looking for a conclusion. They need to provide that direction to the contractor as there is a lead time associated in getting the signs printed. He asked for the remaining Governing Body members to provide their input. To date, three are in favor of the 3rd option, one is in favor of the 1st option, and one is in favor of the 4th option.

CMBR Faidley recommended stopping by Public Works, for those who have not decided, and look because it gives a clear idea of what they are going to look like.

They will be discussing the streets signs further at the following Workshop.

C. Asst. City Administrator's Report

Ms. Jones-Lacy mentioned they are working on planning to host a virtual business breakfast in September. There are three topics to discuss: Updates to Roe Boulevard, COVID-related stimulus funds, and a discussion on the special infrastructure sales tax ballot initiative. More information will be sent out to the Governing Body as they get closer to the date.

D. City Clerk Report

City Clerk Nielsen said the City-wide garage sale is scheduled for September 10-13 and wanted direction if Council would like to continue with it or cancel it. She noted the May City-wide garage sale was canceled.

CMBR Hill recommended moving forward, practicing social distancing, and requiring masks. She said they are sending children back to school and feels they can safely go a garage sale.

CMBR Madigan stated he agreed with CMBR Hill.

Mayor Kelly recommended moving it forward for discussion at the September Council meeting and to leave it on the calendar.

XI. Workshop Items

No items were discussed.

XII. Adjourn

MOTION: CMBR MCCORMACK MOVED AND CMBR REBNE SECONDED TO ADJOURN. (MOTION CARRIED 8-0)

(Roeland Park City Council Meeting Adjourned at 6:49 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Consent Agenda- II.-C.
Committee 9/8/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/13/2020
Submitted By: Tony Nichols
Committee/Department: Aquatics Advisory Committee
Title: **Colors for Slides and Shade Structures for the Pool Renovation Project**
Item Type: Other

Recommendation:

The Aquatics Advisory Committee recommends employing Option 4 colors, per attachment for the slides and shade structures.

Details:

3 slide and shade color concepts (Options 1, 2, and 3 attached) were reviewed by the Aquatics Committee. The Aquatics Committee prefers a combination of two of the concepts (the slide colors depicted in Option 1 and the shade colors depicted in Option 3). This combination has been created and is reflected in Option 4 attached. This option reflects Aquamarine color shade structures in the area of the pool oriented to play (SE end) and slate grey shade structures in the deep water area of the pool (NW end). Also attached is a 2-D rendering of the slide colors preferred. A paint color wheel is available at City Hall if you would like to review the actual paint colors.

Also attached is a picture of the lounge chairs (Periwinkle) and seating chairs (Sumba Mocha) the the City purchased this spring.

Financial Impact

Amount of Request: Cost is included in Bid	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description:	

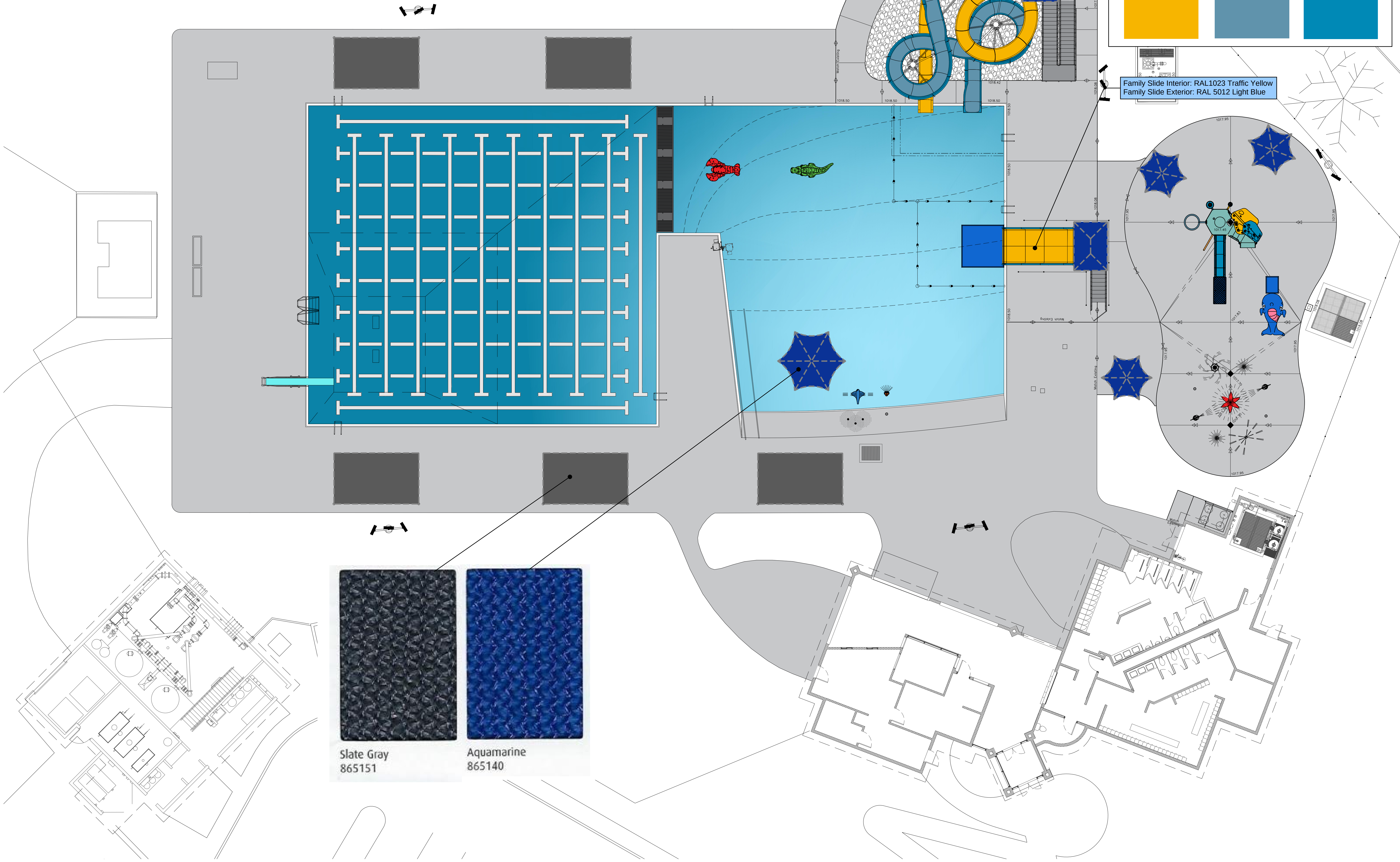
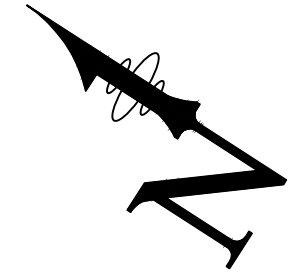
Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
☐	Slide and Shade Color Option 4	Cover Memo
☐	Slide and Shade Color Option 1	Cover Memo
☐	Slide and Shade Color Option 2	Cover Memo
☐	Slide and Shade Color Option 3	Cover Memo
☐	Lounge Chair	Cover Memo
☐	Deck Chair	Cover Memo



Open Flume Slide Interior: RAL 5024 Pastel Blue
Open Flume Slide Exterior: RAL 5012 Light Blue

Enclosed Body Slide Interior: RAL 1023 Traffic Yellow
Enclosed Body Slide Exterior: RAL 1023 Traffic Yellow

RAL 1023 Traffic Yellow

RAL 5024 Pastel Blue

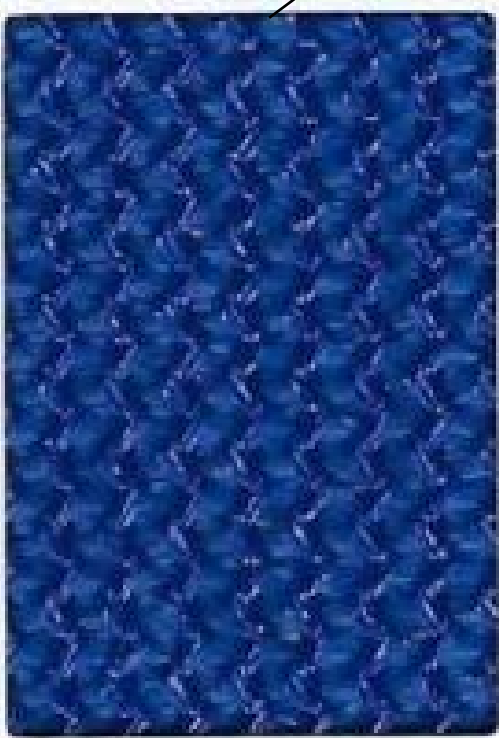
RAL 5012 Light Blue



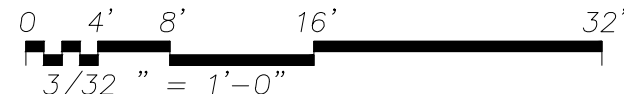
Family Slide Interior: RAL1023 Traffic Yellow
Family Slide Exterior: RAL 5012 Light Blue



Slate Gray
865151



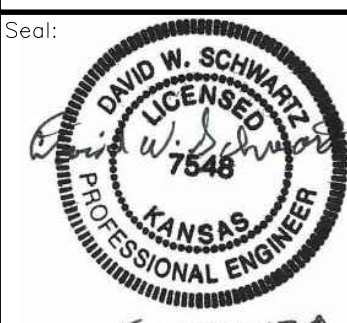
Aquamarine
865140



A POOL PLAN
Scale: 3/32"=1'-0"



ROELAND PARK, KANSAS
Pool
Improvements



David W. Schwartz-ENGINEER
LICENSE #7548

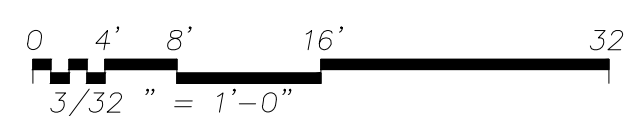
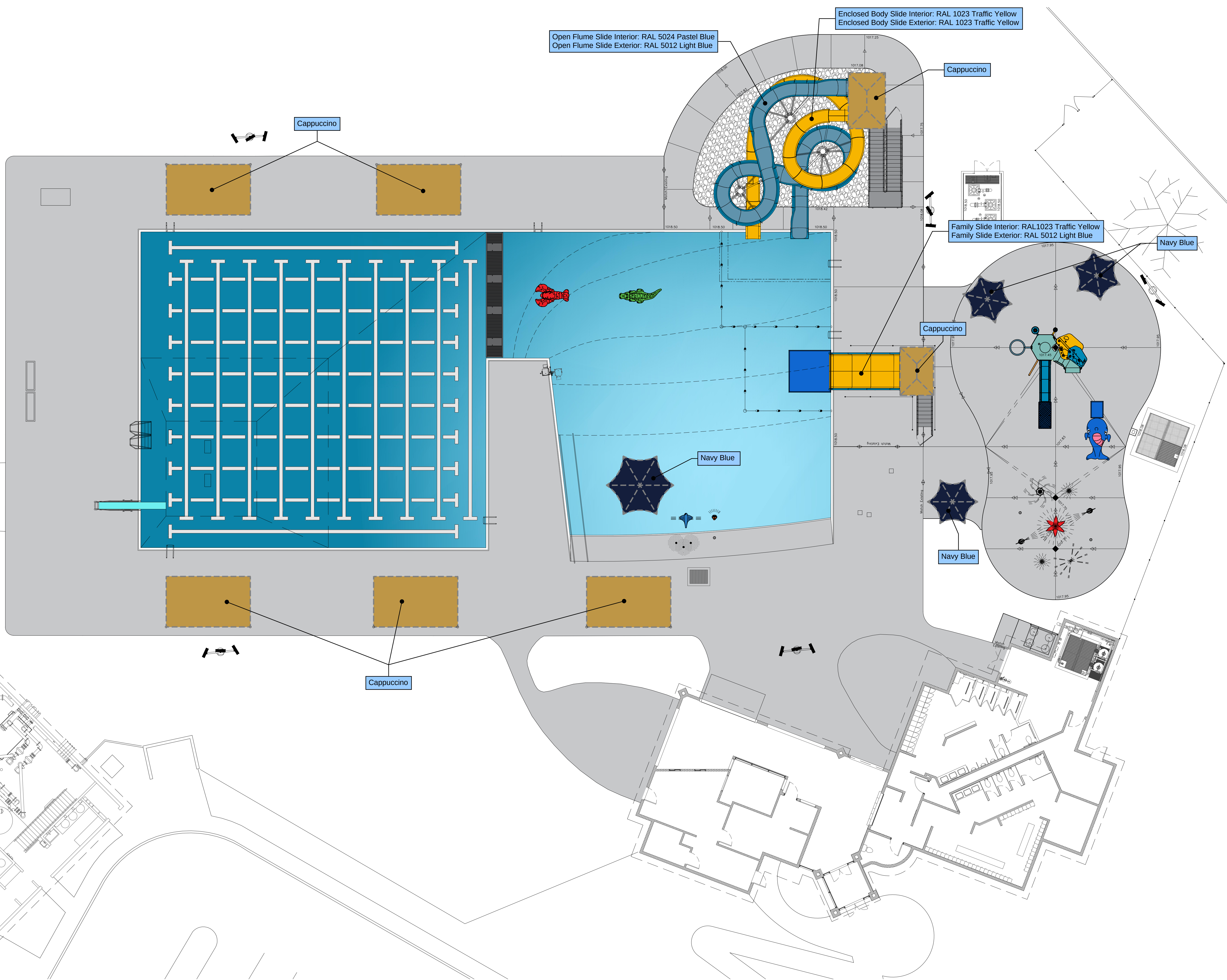
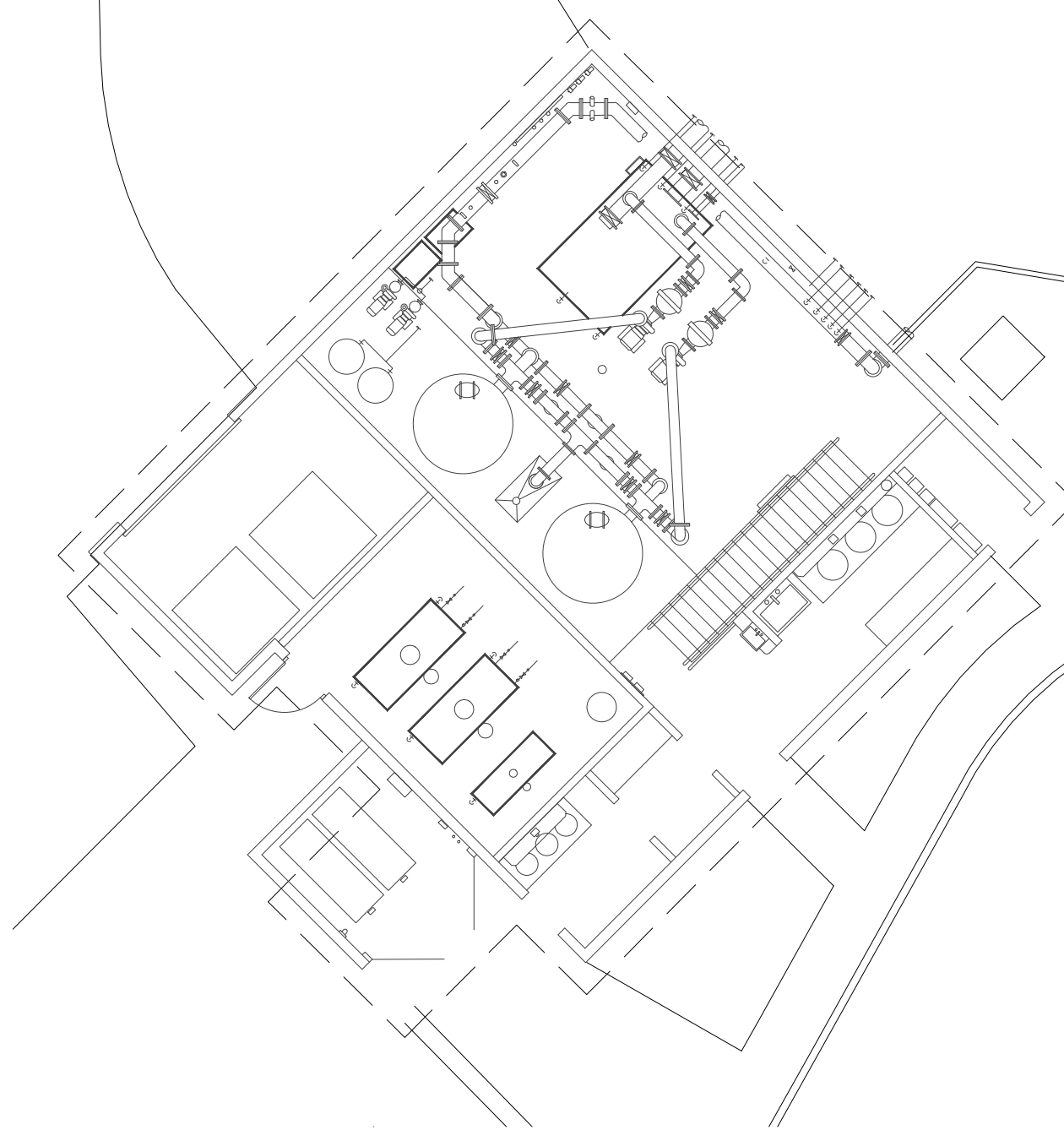
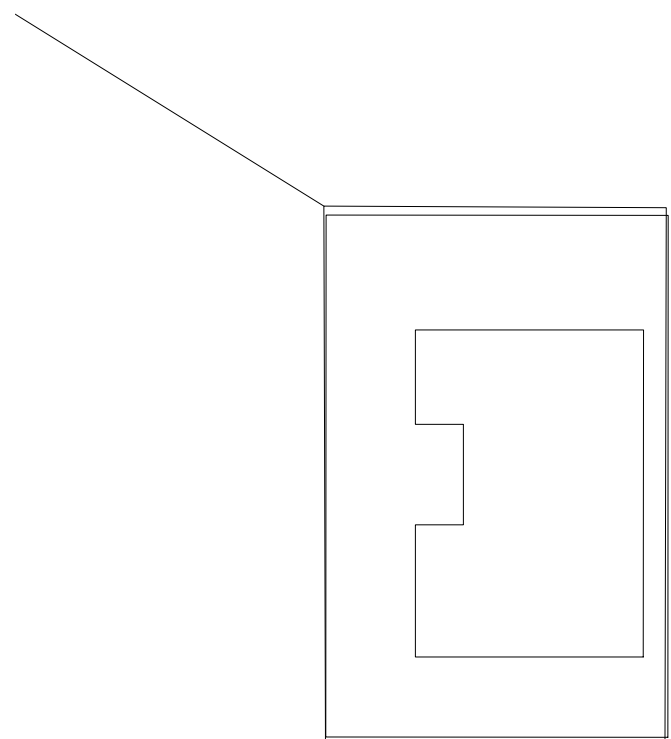
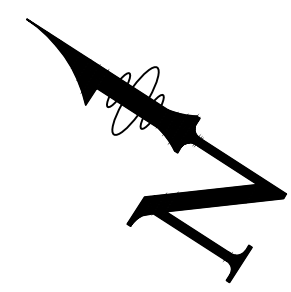
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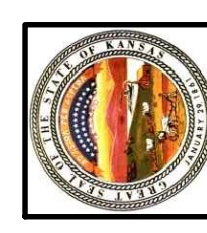
Issue: CONSTRUCTION DOCUMENTS

POOL PLAN
COLOR SCHEME
MOOD 04

SP-P1



A POOL PLAN
Scale: 3/32"=1'-0"



ROELAND PARK, KANSAS
Pool
Improvements

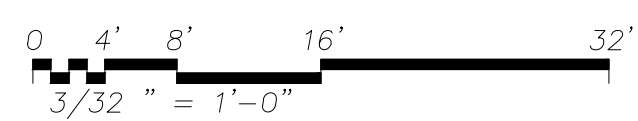
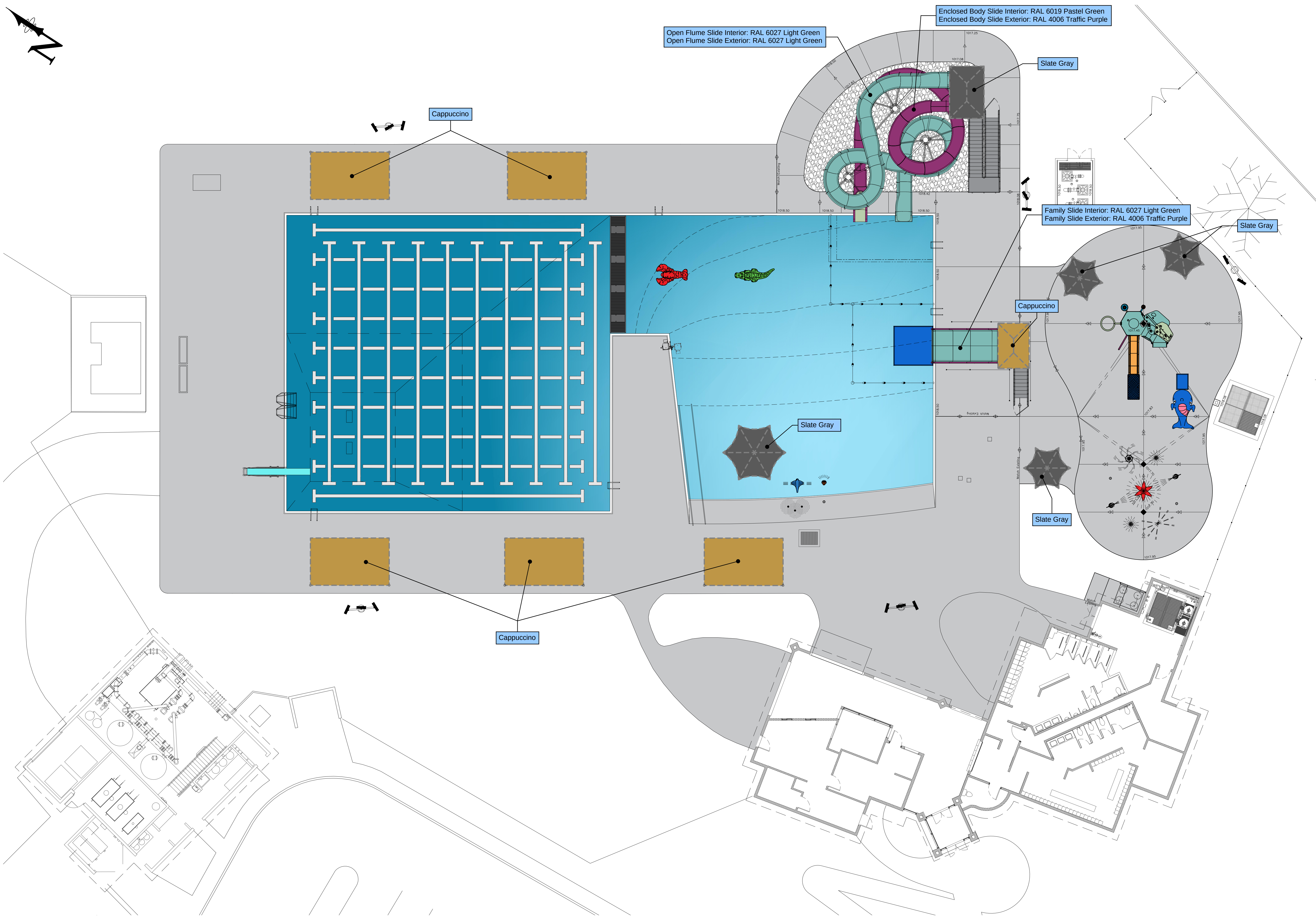
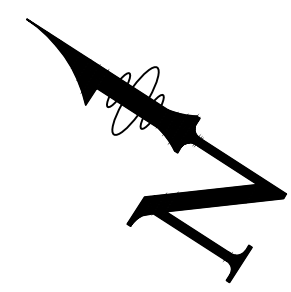


Seal:

David W. Schwartz-ENGINEER
LICENSE #7548
Date: 05-18-20 Job #: 19-523
Drawn: Checked:
Issue: CONSTRUCTION DOCUMENTS

POOL PLAN
COLOR SCHEME
MOOD 01

SP-P1
Waters Edge Aquatic Design
© 2020



A POOL PLAN
Scale: 3/32"=1'-0"



ROELAND PARK, KANSAS
Pool
Improvements



David W. Schwartz-ENGINEER
LICENSE #7548

Date: 05-18-20 Job #: 19-523

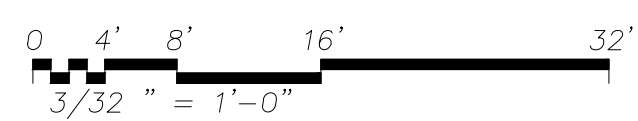
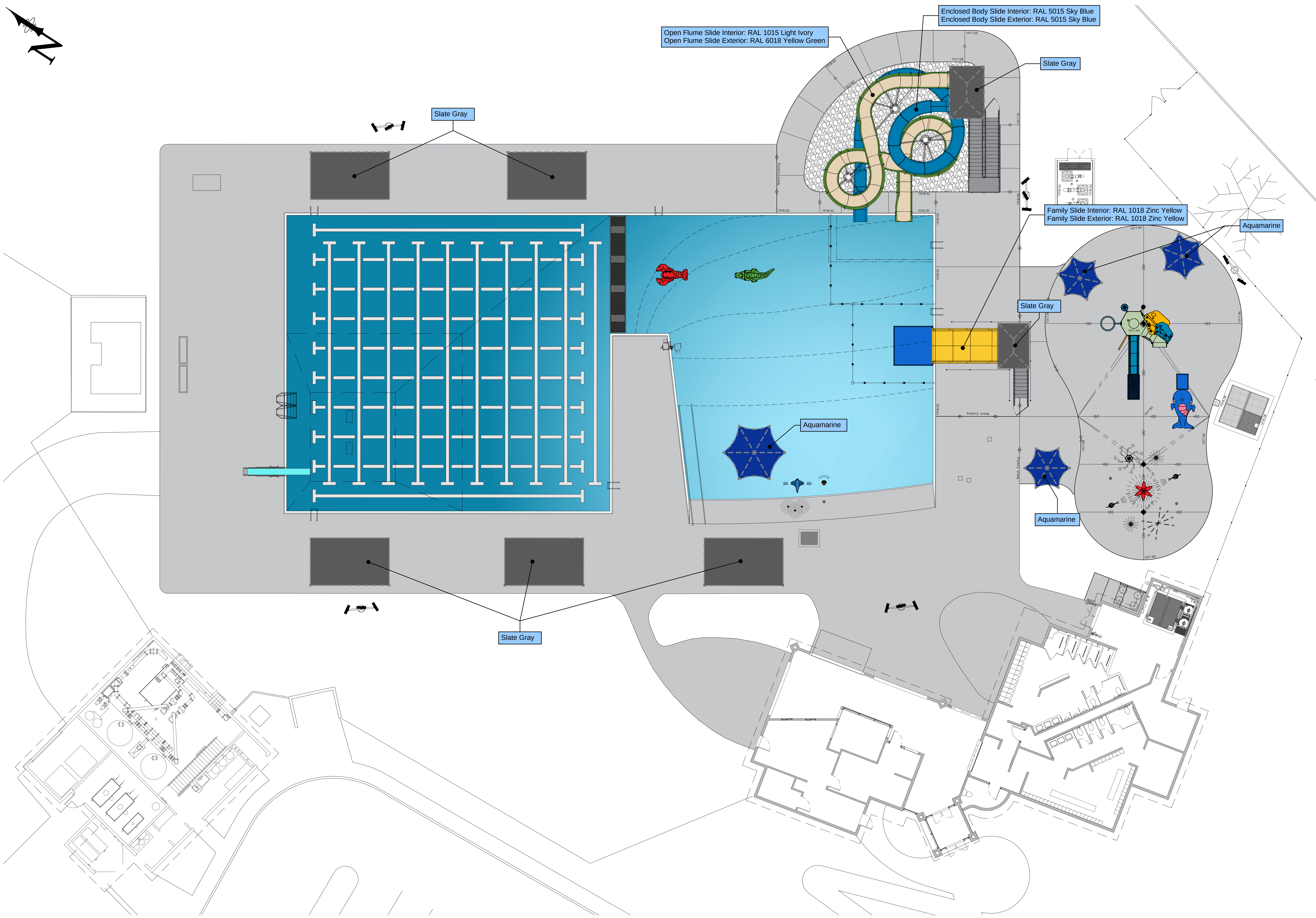
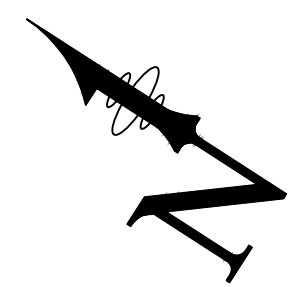
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Issue: CONSTRUCTION DOCUMENTS

POOL PLAN
COLOR SCHEME
MOOD 02

SP-P1

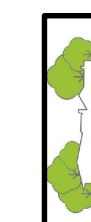
Waters Edge Aquatic Design
© 2020



A POOL PLAN
Scale: 3/32"=1'-0"



ROELAND PARK, KANSAS
Pool
Improvements



David W. Schwartz-ENGINEER
LICENSE #7548

Date: 05-18-20 Job #: 19-523

Drawn: Checked:

Issue: CONSTRUCTION DOCUMENTS

POOL PLAN
COLOR SCHEME
MOOD 03

SP-P1

Waters Edge Aquatic Design
© 2020





Item Number: Reports of City Liaisons- VI.-A.
Committee 9/8/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/2/2020
Submitted By: Council Member Faidley
Committee/Department: Admin.
Title: **UCS Summit on Affordable Housing**
Item Type: Other

Recommendation:

... we are in the process of recruiting residents to participate in a multi-sector Housing Task Force. The Task Force will bring together a broad range of experiences, perspectives, interests, and motives as we build comprehensive community support for the implementation of housing strategies. If you are interested in participating in the Task Force, please visit the link below:

<https://www.surveymonkey.com/r/JOCO-USC-TaskForce>

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description

Type

2020 UCS Human Service Summit Program

Cover Memo

AGENDA

August 26, 2020

Welcome & Introductions

Julie Brewer, Executive Director, United Community Services of Johnson County

Build Our Housing Future - What the Data Telling Us

Presenters: Amy A. Haase, AICP, Principal-In-Charge, RDG Planning & Design
Charlie Cowell, AICP, Project Manager, RDG Planning & Design

Audience Interaction: Interactive Polls, Q&A, and Breakout Room Sessions are a part of the presentation.
We look forward to your participation.

BREAK—FOR ALL VIRTUAL ATTENDEES

Build Our Housing Future - Panel Discussion

Moderator: Steve Kraske, KCUR

Panelists: Mayor Eric Mikkelsen, City of Prairie Village
Qiana Thomason, President/CEO, Health Forward Foundation
Dennis Strait, AIA, ASLA, NCARB, LEED AP - Principal at Gould Evans
Maria Zuluaga, The Zuluaga Real Estate Group
Will Ruder, Executive Vice President, Homebuilders Association of Greater Kansas City

Audience Interaction: Q&A

Turning Data to Action - Housing Task Force Overview

Presenter: Sheila Shockey, Principal-In-Charge, Shockey Consulting

BREAK—FOR ALL VIRTUAL ATTENDEES

We Want to Hear From You - (Attendees will be moved to virtual breakout rooms for a housing study listening session)

Facilitators: Johnson County Health Equity Network Leadership, Housing Study Technical Committee, UCS Board

Closing & How you Can Stay Involved: Julie Brewer & Sheila Shockey

Virtual Event Scheduled: 8:30 a.m.-12:30 p.m.



HOUSING FOR ALL

REMOVE THE BARRIERS

Shape Johnson County's Future



Dennis and Karen Koerner

HOUSING OPTIONS FOR SENIORS

Dennis Koerner hauled crude oil in and around Garden City, Kansas, for nearly four decades. But when it was time to retire, he and his wife, Karen, decided to move closer to their youngest son in Merriam.

The couple loved their Garden City home, a five bedroom with a huge backyard. “If we could’ve picked that up and brought it here,” Karen said, “we would have.”

The Koerners could have hoped for a miracle relocation by one of Kansas’ famous twisters, but they took the more prudent approach of working with a realtor to find them a place in Johnson County. That was a couple years ago.

They wanted something close to shopping and doctor’s offices, perhaps in a development devoted to people in their mid-50s and above. “We like it quiet,” Dennis said. But they just couldn’t find anything that fit the bill: some options had too many steps, other places were too isolated, or the asking price was above their top price of \$300,000.

They ended up in Wyandotte County.

Retirement transplants represent one group of seniors expected to help drive the growth of the older adult population in the metropolitan area — with nearly 400,000 people in that age group expected to be living in the area by 2030 (according to the Mid-America Regional Council’s KC Communities for All Ages).

Planners and realtors also anticipate a graying population wishing to downsize in their later years.

A more worrying scenario are fixed-income seniors struggling to maintain older homes. The concern is that, as deferred maintenance piles up, the homes will become less habitable, but also less attractive to potential buyers, who could allow the seniors to move somewhere more affordable.

People of all ages in Johnson County could benefit from more availability of duplexes and townhomes, along with access to home rehabilitation loans. Those were two of the most popular options selected by more than 4,500 respondents in the recent Johnson County Community Housing Survey

The Koerners — Dennis, 67, and Karen, 64 — live in a 55-plus community in a burgeoning part of Wyandotte County. Even though their son and his family now live in Lenexa, easy highway access makes getting there pretty simple.

The couple paid \$214,500 for a brand new 1,300-square foot home that is a clone of their neighbors all along the street.

Dennis knows that the exact color of the vinyl siding is mocha, because he had to replace a portion in the back after singeing it with the grill. The front porch features a slew of petunias growing in old wash basins, which doubled as bathtubs on Dennis’ boyhood farm in Ness County, Kansas.

Homeowners association dues cover snow removal and maintenance of the well-manicured lawn.

Their development includes The Piper, an assisted living facility. The Koerners said the possibility of moving there as they got older did not factor into their purchase decision.

Nevertheless, Karen laughed, “That’s a plus.”

Addressing safe, stable, attainable housing as a health equity priority, conducting the housing study and implementing a housing task force has been made possible thanks to support from:

Kansas Health Foundation

REACH Healthcare Foundation

Health Forward Foundation

Energry

Johnson County Government

The Cities of:

DeSoto • Edgerton • Fairway • Gardner • Lake Quivira •

Leawood • Lenexa • Merriam •

Mission • Mission Hills •

Mission Woods • Olathe •

Overland Park I Prairie

Village • Roeland Park •

Shawnee • Spring Hill •

Westwood • Westwood Hills



AMY A. HAASE, AICP • PRINCIPAL-IN-CHARGE - Since joining RDG in 1999, Amy has managed numerous projects including comprehensive plans, housing market studies, downtown and corridor redevelopment, neighborhood revitalization, park master plans, and transportation studies. Amy is a trusted leader in developing plans and leading public engagement processes that fit the needs of communities of all sizes throughout the Midwest.



CHARLIE COWELL, AICP • PROJECT MANAGER - Has experience across many fields of urban planning and implementation including historic preservation, code writing, and active transportation. As a former Planner with the City of Sioux City, he worked one-on-one with developers on site plan proposals, downtown greenspace improvements, code reviews, and drafting recommendations to local officials. Charlie's experience assisting developers and implementing plans translates into his success as a consultant creating realistic and sustainable recommendations for communities of all sizes.

Build Our Housing Future - Panelists and Moderator



MAYOR ERIC MIKKELSON, CITY OF PRAIRIE VILLAGE - Prior to being elected Mayor in 2018, Mikkelson represented Ward 3 on the Prairie Village City Council. Mikkelson is the Co-Chair of the Mid-America Regional Council (MARC) First Suburbs Coalition, the Vice Chair of Johnson/Wyandotte County Mayors' Council, and serves on the Advisory Board of Climate Action KC. He served on the Johnson County Recovery Planning Task Force, as an Adjunct Professor at KU Law School and UMKC Business School, President of the Business Law Section and Director of the Kansas City Metropolitan Bar Association, and on the Economic Advisory Board of the Greater Kansas City Chamber of Commerce. He received his undergraduate degree at Stanford University and his law degree at the University of Kansas and is a partner with Stinson law firm.



QIANA THOMASON • PRESIDENT/CEO HEALTH FORWARD FOUNDATION - A life-long Kansas Citian, Thomason has dedicated her career to the improvement of health and wellness across the region, with a special focus on communities with significant health disparities and those living in marginalized conditions. By focusing on people most in need, Health Forward works through partnership and advocacy to transform communities so everyone has a fair and just opportunity for better health. Thomason currently serves on the City of Kansas City, Missouri, Health Commission, on the board of Urban Neighborhood Initiative, as a board trustee for William Jewel College, and is a former ArtsKC board member. She received her undergraduate degree in Social Work from Florida A&M University and has a Master of Social Work degree from the University of Kansas.



DENNIS STRAIT, AIA, ASLE, NCARB, LEED AP • PRINCIPAL AT GOULD EVANS - Strait is an architect, planner, and landscape architect, and the Managing Principal of the Kansas City studio of Gould Evans, a nationally recognized planning and design firm. Since 2018, Gould Evans has been working to raise public awareness of how development patterns can build value and financial resiliency for our city. Through partnerships with local civic and professional organizations, the firm and its associates have developed the Making a Great City speaker series with the Kansas City Public Library, the City We Can All Afford webinar series with the Urban Land Institute and the Kansas City Chapter of the Incremental Development Alliance, helping developers and local communities understand the importance and overcome the challenges facing small infill development projects in neighborhoods throughout the metro.



MARIA ZULUAGA, ZULUAGA REAL ESTATE GROUP - Zuluaga has been in the Real Estate industry since 1995, and was later joined by her husband, Nestor, and oldest daughter Natalie McCarter and two other team members. Zuluaga Real Estate works with buyers and sellers in the Kansas City Metro area. An area of focus is representing Community Development organizations, as these provide an essential component in rebuilding our neighborhoods. She has served on the Habitat for Humanity family selection committee, the diversity committee, professional standards committee, and grievance committees of the Kansas City Regional Association of Realtors. She has worked closely with the association to implement new diversity initiatives, including creating the first bilingual real estate contracts in the country, which was later adopted by the Kansas City Regional Association of Realtors. She also co-hosts a weekly radio program on station 1340 La Gran D Mondays at 3:30 p.m. for the past 10 years answering real estate questions for the community in Spanish.



WILL RUDER • EXECUTIVE VICE PRESIDENT, HOME BUILDERS ASSOCIATION OF GREATER KANSAS CITY (KCHBA) - In this position, Ruder plays a central role in leading the dialogue about the future of residential construction in the Kansas City region and the industry's ability to meet the housing needs of current and future area residents. Prior to joining the KCHBA, he held senior management and legislative policy roles in the office of U.S. Senator Jerry Moran as well as the U.S. Senate Committee on Banking, Housing, and Urban Affairs in Washington, D.C. Will and his family reside in Overland Park.



STEVE KRASKE, KCUR - Kraske is the host of "Up to Date," a daily interview program on 89.3 FM KCUR, Kansas City's public-radio station. The show airs at 9 a.m. weekdays. He was the long-time lead political writer for The Kansas City Star and a member of The Star's editorial board. He retired from the paper in April following a 33-year career. He has won numerous awards for his print and broadcast work. The Washington Post called him one of the nation's top state political reporters. In 2019, 435 Magazine named him one of the 50 "most powerful people in Kansas City." He was the only journalist to make the list. The Pitch has named him Best Media Personality, and Johnson County Community College presented him with its Headline Award. In 2016, he was a fellow at the Dole Institute of Politics at the University of Kansas. He has been a guest on ABC's "This Week with George Stephanopoulos," MSNBC's "Meet the Press Daily," National Public Radio's "All Things Considered" and CNN's "Capital Gang" and "Inside Politics." He makes regular appearances on "Kansas City Week in Review" on Kansas City Public Television.



Johnson County Municipalities Community Housing Task Force Consultants



SHEILA SHOCKEY • PRINCIPAL-IN-CHARGE - Sheila is the founder and president of Shockey Consulting. She has worked in the Kansas City region as city staff and as a consultant since 1989 and is also a long-time resident of Lenexa. With a unique perspective on government agencies and planning, Sheila brings a deep understanding of housing issues and challenges and the ability to develop effective community-based solutions. Sheila is an award-winning project manager with extensive experience working in Johnson County. In recent years, Sheila has led strategic planning and community visioning processes for Olathe, Lenexa, Westwood, and Overland Park. Affordable housing was thoroughly discussed as a top priority for all four communities.

When Jared Schultz was assigned to write an essay for his college composition class, the 19-year-old Overland Park native chose a topic that, quite literally, hit close to home.

“All across the country there are college students that are struggling to pay their next rent or utility bill,” Schultz noted in the opening sentence of his sample op-ed for the newspaper at Johnson County Community College (JCCC).

He wrote the opinion piece in the spring of 2020 as a call for more housing assistance from JCCC. In it, Schultz drew on his own struggles with living independently in a county where even studio apartments can go for more than \$1,000 a month in some of the new complexes.

Schultz is majoring in business administration — with a dose of accounting in his everyday life.

He works at the front desk of the Jewish Community Center gym. During the school year he’s there almost every day. He worked even more in the summer, including a seven-week span without a day off. Sometimes he heads upstairs for more hours as an administrative assistant in the front office.

Working the opening shift at the gym, he wakes up a little before 4 a.m. It’s his job to ensure the doors open promptly at 5 a.m., and in the year he has been there, they always have.

Even with the additional hours he worked in the summer, Schultz spent about half of his \$1,600 in monthly take-home pay on the one-bedroom apartment he rents in Overland Park.

Those expenses include fees for trash and utilities, but internet and a couple premium services (which Schultz considers an entertainment cost) add another hundred bucks each month.

With food costs, he said, “I basically spend everything I make.”

Things are a little better during the school year, when he can apply some of the academic assistance he receives from his parents toward housing costs.

Schultz serves as an example of a few housing gaps in Johnson County, as identified in a first look at the housing survey conducted recently by United Community Services of Johnson County in tandem with the county and several municipalities.

Along with a lack of options for students, respondents also noted a need to better serve low-wage households and workers who needed to be near public transit. Schultz has a car, but he’d gladly take public transportation if it was more widely available in the county.

Schultz could find a more affordable apartment on the Missouri side, but like many people in his situation, he prefers to be closer to work and family.

Schultz would love for JCCC to be part of the affordable housing solution for its students, perhaps subsidizing rent for students with good grades. Maybe, he said, JCCC could consider replicating an effort in Minneapolis that plans to combine living areas with new classroom buildings.

Because, as Schultz argued in his op-ed, “Students should never have to choose between textbooks and the next month’s rent.”



Jared Schultz

**Thank you to our
Summit Sponsors**

**Roxann Kerr
Lindsay**

Tom Herzog

**Maury and Angie
Thompson**



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**Amanda, Mina, and
Zachary Foster**

Mina Foster tried living on the Missouri side of the state line, but when that didn't work out, she chose the safety, good schools, and proximity to her job that Johnson County offered.

But as a single mother raising disabled children, her life was far from easy when she moved to Olathe in 2003. At one point, she was paying about two-thirds of her gross income on rent and utilities – and that was for a townhouse with chronic sewer backups.

"It was a struggle every single month," said Foster, 60. "We could not afford any mishaps."

Even with her health insurance, copays for her children's medical care ate up another chunk of her income. When the car broke down, she walked the 2.5 miles to her job as a mental health case manager with the county.

Salvation came nearly nine years ago, when Foster became the owner of a three-bedroom, two-bath house with the help of Habitat for Humanity of Kansas City. She now spends only about a third of her income on housing costs, even allowing for a vacation to visit her son in Texas a couple years ago.

"Once our dignity was restored," Foster said, "we had a vision for the future."

Foster also has an appreciation of the benefits of affordable housing for people with disabilities through the experience of her dyslexic son. He was able to live in a rent-subsidized apartment in Olathe for several years while he got his life in order as a young father.

Heather Matty, 48, too knows of the importance – and difficulties – of finding suitable, affordable housing in Johnson County for people with disabilities. Matty is a brain injury survivor who contends with epilepsy and rheumatoid arthritis.

Through her own experience, Matty knows that the county is short of handicapped accessible units for people using federal Section 8 housing vouchers. In the best of all worlds, those units are on the first-floor with no steps. Laundry needs to be on the first floor as well.

Matty only needs a walker some of the time, so her real concern is for people with more limited capability. "Just more affordable housing that is wheelchair accessible is the real issue," she said.

After finding nothing suitable, Matty ultimately gave up her Section 8 voucher in favor of living with a roommate in downtown Overland Park townhouse. It's not very well set up for her needs, but she is making do.

Matty is also concerned that the housing crunch will get worse in the coming years, as some units are likely to revert to market-rate prices when federal tax credits given to developers expire. The credits help pay for the cost of housing projects designed for low-income households.

She'd like to see the county increase subsidies for Section 8 recipients.

To Foster, the best thing local policymakers and elected officials could do would be to put the same economic development emphasis on housing for people with disabilities as they do for other commercial and residential projects.

The payoff would be tremendous, she said, knowing the dedication of her daughter and other people with developmental disabilities who work around the county.

Foster works at the Olathe Salvation Army, and she has seen the generosity of the community, and that gives her faith that people will respond to the needs of housing for people with disabilities.

"I do believe they are interested in change," she said. "I do know the heart of the county. The people of this county are good, and they care about everybody, because I have seen it."



Heather Matty

Item Number: New Business- VIII.-A.
Committee 9/8/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 7/16/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Appoint Committee Member to Racial Equity Ad Hoc Committee**
Item Type: Other

Recommendation:

To appoint Kathleen Olvera, Michael Poppa, Suzie Mears, Kate Raglow, Michael Ryan, Xavier Comeaux, Haile Sims, Carrie Paulette, Dennis Way, Josey Shaw, Bambi Leesberg, and Stephanie Iser to the Racial Equity Ad-Hoc Committee.

Council has indicated intent to move forward now with the Quarterly Diversity and Racial Equity Assessment Objective in the 2021 budget. This objective includes establishing an Ad-hoc Committee to compile a list of ongoing community projects intended to further diversity, to assess performance relative to a rubric personalized to Roeland Park and to report to Council on that performance.

Details:

Attached is the ordinance related to establishing Ad-hoc Committees. For each elected official on an ad-hoc committee you may have up to two non-elected officials. Michael Rebne, Mike Kelly, and Benjamin Dickens have been appointed to the committee as the elected members of the committee.

Below is the Objective language:

Quarterly Diversity and Racial Equity Assessment

Justification: Beginning with the passage of the NDO, which added protections in Roeland Park for LGBTQ-identified folks, we have established a commitment to diversity. The

Diversity Proclamation, approved later, also reinforces our commitment to embracing and enhancing the diversity of our city.

The fourth paragraph of the Proclamation states: *“Roeland Park aspires to embrace a multi-cultural future and strives to be a model for other suburbs to emulate”*. That said, it is not always clear what actions contribute to building a more diverse or “multi-cultural” community. Additionally, diversity applies to gender, sexual orientation, age, and social class among other identities. Embracing all our residents’ identities is essential, but given our community was established to be racially segregated, it is also essential that we keep racial diversity in front of us. This is a way we can attempt to repair the harm caused by racial segregation, a legacy that continues even without explicit legal enforcement today. This gives us a chance to undo its ugly consequences and strengthen our community.

In fact, Roeland Park as a city is not only segregated from other more racially diverse municipalities, we are also a city segregated by race and income within our city boundaries. We cannot confront the more distant phenomenon without confronting the local one.

I am recommending discussion on this racial equity assessment for both substance and frequency. In my thinking now, holding these quarterly would not create an undue burden on our responsibilities to complete other tasks, but would not be so infrequent as to render it irrelevant or simply a celebration of accomplishments.

I am suggesting we establish an ad-hoc committee of elected officials and residents to collaborate with staff to compile a list of ongoing community projects. This list would then be matched up to a rubric personalized to Roeland Park and our racial equity goals. We would then decide if our actions have had a positive impact and demonstrate that we are either “embracing a multi-cultural future” or if these actions were not effective in furthering diversity and should therefore make some adjustments. The ad-hoc committee would report on the performance semi-annually.

Similar to the way we regularly check in on our progress toward the strategic plan, or the way we all have accountability measures in our careers, I envision this as clarifying a dimension of that accountability that we already feel responsibility for in other areas. Using these regularly scheduled assessments we can start to quantify our impact and ultimately create the future we want for all in our community.

I would like this to be placed on a workshop agenda as discussion so that together we can flesh out the details of this in a way we feel like we can all participate. The links below are to help illustrate my intention broadly, though it’s understood we would want to make an assessment that fits for Roeland Park. Incidentally, King County, whose equity assessment is

featured below, is also one of the researched resources for our proposed parental leave policy.

<https://www.stpaul.gov/departments/planning-economic-development/racial-equity-metrics>

<https://www.raceforward.org/practice/tools/racial-equity-impact-assessment-toolkit>

<https://kingcounty.gov/elected/executive/equity-social-justice/strategic-plan/equity-strategic-plan.aspx>

https://library.municode.com/ks/roeland_park/codes/code_of_ordinances?nodeId=CHVBULIRE_ART12PRDIEMHOPUAC

<https://statisticalatlas.com/place/Kansas/Roeland-Park/Race-and-Ethnicity>

Cost Estimate: \$2,000/year **Account 108.5214 City Council Contracted Services**

Completion Date: June 30, 2021 and December 31, 2021

Responsible Party: While this equity assessment still requires discussion and clarifying, it is clear there will be an impact on staff. Staff time will need to be spent helping the ad-hoc committee and governing body to evaluate whether policies have a disparate impact on different groups.

For example, a sidewalk proposed along Buena Vista may help one potentially wealthier part of our city at the expense of a poorer area of our city, (the northwest corner of Roeland Park, for example) that also needs a sidewalk for school access.

In this case the governing body would rely on staff to pull together some demographic information about the impacted areas and some comparative data about resources used by city block or tract. This will take time and money to collect this data.

Submitted By: Michael Rebne

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Ad-Hoc Committee Policy	Cover Memo

ORDINANCE NO. 930

AN ORDINANCE RELATING TO THE ESTABLISHMENT OF AD HOC COMMITTEES AND TASK GROUPS OF THE GOVERNING BODY; ADDING ARTICLES 14 AND 15 TO CHAPTER I OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS; ADDING SECTIONS 1-1401, 1-1402, 1-1403, 1-1404, 1-1405, 1-1406, 1-1407, 1-1501, 1-1502, 1-1503, 1-1504, 1-1505, 1-1506 AND 1-1507 TO THE CODE OF THE CITY OF ROELAND PARK, KANSAS

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

SECTION 1. Article 14 is hereby added to Chapter I of the Code of the City of Roeland Park, Kansas, and shall be titled "Ad Hoc Committees." Article 15 is hereby added to Chapter I of the Code of the City of Roeland Park, Kansas, and shall be titled "Task Groups."

SECTION 2. Section 1-1401 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1401. Purpose. Ad hoc committees shall be project- or subject-based. The duration of the committee shall be twelve months or until completion of the project or study of the subject.

SECTION 3. Section 1-1402 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1402. Creation and Establishment. Ad hoc committees shall be established by the Governing Body, with the approval of a majority vote at a City Council meeting. Ad hoc committees shall consist of up to four members of the Governing Body. If five or more of the Governing Body want to be on an ad hoc Committee, then the subject will be returned to a Governing Body workshop. In addition, City residents, Roeland Park business owners and members of the City Staff may be included on the committee; provided that non-Governing Body members shall not exceed 2/3 of the total committee membership. City residents and Roeland Park business owners desiring to become a member of an ad hoc committee must submit a volunteer application and shall be appointed by the Mayor and approved by a majority vote at a City Council meeting.

SECTION 4. Section 1-1403 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1403. Compensation. Members of ad hoc committees shall serve without compensation.

SECTION 5. Section 1-1404 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1404. Duties and Responsibilities. It shall be the duty of an ad hoc committee to review current uses and practices as they relate to the project or subject for which the committee was established. The committee shall report to the Governing Body from time to time. The committee may make recommendations to the Governing Body concerning policies in connection with the project or subject for which the committee was established, which may include actionable items for approval by the Governing Body at a City Council meeting. As deemed appropriate by the Governing Body, City Staff will support committee activities, either directly (as members of the committee) or indirectly.

SECTION 6. Section 1-1405 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1405. Advisors. The City Council may designate or employ, with or without compensation, such advisors to an ad hoc committee as the City Council shall hereafter determine to be necessary and advisable to accomplish the purposes for which the committee was established.

SECTION 7. Section 1-1406 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1406. Meetings, Rules and Regulations. The committee shall elect a Chair at its first meeting who shall preside over meetings and report to the City Council. The committee may elect a Vice Chair who shall assume the duties of Chair when the Chair is not available. The committee shall elect a Secretary to take minutes. The committee may adopt such rules and regulations as deemed necessary. Meetings of the committee shall be subject to the requirements of the Kansas Open Meetings Act.

SECTION 8. Section 1-1407 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1407. Code of Ethics. The Code of Ethics for Elective and Appointed Offices, as adopted pursuant to Charter Ordinance No. 29, and any amendments thereto, shall apply to the members of any ad hoc committee.

SECTION 9. Section 1-1501 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1501. Purpose. Task Groups shall be task- or topic-based. The duration of the task group shall be as long as needed to complete the work.

SECTION 10. Section 1-1502 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1502. Creation and Establishment. Task groups shall be established by the Governing Body, with the approval of the consensus of a majority of the Governing Body

members present at a Workshop meeting. Task groups shall consist of up to four members of the Governing Body.

SECTION 11. Section 1-1503 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1503. Compensation. Members of task groups shall serve without compensation.

SECTION 12. Section 1-1504 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1504. Duties and Responsibilities. It shall be the duty of a task group to review current uses and practices as they relate to the task or topic for which the task group was established. The task group shall report its findings to the Governing Body at a City Council or Workshop meeting upon the conclusion of its research. As deemed appropriate by the Governing Body, a task group may rely upon City Staff for information or resources.

SECTION 13. Section 1-1505 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1505. Advisors. The City Council may designate or employ, with or without compensation, such advisors to a task group as the City Council shall hereafter determine to be necessary and advisable to accomplish the purposes for which the task group was established.

SECTION 14. Section 1-1506 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1506. Meetings. Meetings of task groups shall be informal and no officers shall be established for task groups. No minutes of task group meetings shall be required. Meetings of the task group shall be subject to the requirements of the Kansas Open Meetings Act.

SECTION 15. Section 1-1507 is hereby added to the Code of the City of Roeland Park, Kansas and shall read as follows:

1-1507. Code of Ethics. The Code of Ethics for Elective and Appointed Offices, as adopted pursuant to Charter Ordinance No. 29, and any amendments thereto, shall apply to the members of any task group.

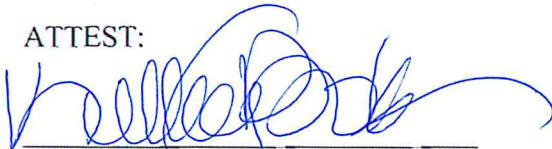
SECTION 16. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this 20th day of June, 2016. APPROVED by the Mayor.



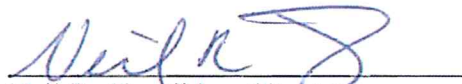
Joel Marquardt, Mayor

ATTEST:



Kelley Bohon, City Clerk

APPROVED AS TO FORM



Neil R. Shortlidge, City Attorney

Item Number: New Business- VIII.-B.
Committee 9/8/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/2/2020
Submitted By: Staff
Committee/Department: Admin.
Title: **Appoint Linda Heinen to the Parks Committee**
Item Type: Other

Recommendation:

Appoint Linda Heinen to the parks committee.

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
□ Linda Heinen	Cover Memo

Online Form Submittal: Committee Volunteer Form

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

Tue 2/18/2020 7:11 PM

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

Committee Volunteer Form

Date	2/18/2020
First Name	Linda
Last Name	Heinen
Address	5311 W 49th St
City	Roeland Park
State	Kansas
Zip	66205
Email	
Phone	
Place of Employment	Baker University
How long have you been a resident of Roeland Park?	4.5 months
How much time do you have to devote per month?	<i>Field not completed.</i>
Board & Committee Interest	I'm interested in the Parks committee because I believe accessible green space is crucial for any city. I grew up on 40 acres which gave me all the green space I needed. In the city green space is not as plentiful, so I'm passionate about maintaining and improving the spaces we have available to us. I have only lived in Roeland Park since October, however, we are committed to making this our forever home. Therefore, I'm excited about the opportunity to be more involved and see where my skills can help make a difference.
Select a Board or Committee	Parks
Additional Comments	<i>Field not completed.</i>
Resume	Linda Heinen.resume.2.18.2020.pdf

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

Item Number: New Business- VIII.-C.
Committee Meeting 9/8/2020
Date:



City of Roeland Park
Action Item Summary

Date: 8/13/2020
Submitted By: Keith Moody
Committee/Department: Administration
Title: **Approve Solar Services Agreement**
Item Type: Other

Recommendation:

The panel who reviewed RFQ submittals and conducted interviews for Solar Consulting Services recommended entering into an agreement with Evergy for these services. Attached is an agreement for these services that has been developed by the legal and administrative staff of Evergy and the City.

The agreement reflects Option 3, solar on the Community Center and City Hall roof, with the City paying for the planned City Hall roof replacement and a new City Hall carport that will also support solar panels upon completion of those two items.

Details:

There are 4 project options reflected in the attached financial analysis. The financial analysis reflects the cost of energy experienced in 2019 as the starting point (\$.09/kwh) and anticipates a 4.1% annual increase (based upon the average annual increase over the past 20 years). These are reasonable assumptions.

Option 3 reflected in the attached financial analysis reflects the highest IRR for the City (236%). It has only 1 year of negative cash flow and the shortest payback period (2.5 years). In this option the City will pay for the City Hall roof replacement (\$65,000) and the City Hall carport (\$117,000) once these improvements are complete. TIF2 will have sufficient resources to pay for these two improvements. No other TIF2 projects have been identified and the TIF2 resources are to be used by the end of 2021.

Powder coating of the City Hall carport would add \$9,376 to the cost of the carport. The base price reflects galvanized finish. There will be enough TIF2 resources to cover the additional cost. Council will need to decide if adding color is worth the additional cost. The powder coating will require touch up or re-painting likely beyond year 15. The carport structure will have a clear height of 10' on the west edge and 16' on the east edge to give you an idea of how much of the support structure will be visible.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

Solar installations are anticipated to lead to cost savings.

How does item benefit Community for all Ages?

Solar installations are anticipated to lead to less dependence on fossil fuels and expand diversification of renewable energy production within our community.

ATTACHMENTS:

Description		Type
	Solar Services Agreement	Cover Memo
	Solar Option Financials	Cover Memo
	Pictures of Carport Solar Structures	Cover Memo

SOLAR SERVICES AGREEMENT
BETWEEN
EVERGY ENERGY SOLUTIONS, INC.
AND
CITY OF ROELAND PARK, KANSAS

August __, 2020

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Section 2. Terms of Agreement

Section 3. Solar Service Agreement

Section 4. Exclusive Use of Power and Services to be Provided

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Section 7. Other Solar Incentives

Section 8. License Agreement

Section 9. Installation, Operation and Ownership of the Solar System

Section 10. Improved Efficiencies to the System

Section 11. Metering - Net Metering

Section 12. Provider's Warranty of the System and the Performance of the System and Adjustments to Services Fee

Section 13. Transfer of Rights and Property Interests

Section 14. Relocation or Replacement of the Solar System

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Section 18. Casualty

Section 19. Representations and Warranties; Covenants of the Parties

Section 20. Indemnification; Insurance

Section 21. Waiver

Section 22. Change in law or Interpretation of Law

Section 23. Memorandum of Services Agreement

Section 24. Force Majeure

Section 25. Records

Section 26. Notices

Section 27. Assignment by Provider

Section 28. Personal and Real Property Taxes or other Taxes

Section 29. Treatment for Federal Income Tax Purposes

Section 30. Confidential Information

Section 31. Press Releases

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Section 33. Binding Effect

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Section 35. Counterparts

Section 36. Entire Agreement

Section 37. Third Party Beneficiaries

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Section 39. Survival

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Section 43. Conflicts

Section 44. Exhibits

Solar Services Agreement

This **Solar Services Agreement** dated this ___ day of ____, 2020 (the "Agreement"), by and between Evergy Energy Solutions, Inc. a Missouri corporation, as the Service Provider (the "**Provider**"), and the City of Roeland Park, Kansas as the Services Recipient (the "**Recipient**" or "**City**").

WHEREAS, the Recipient is the owner of the real property and improvements collectively identified as the Site; and

WHEREAS, Recipient desires to receive solar electric power from a Solar System; and

WHEREAS, Provider has significant experience in designing, acquiring, operating, and maintaining such Systems, and is willing to provide such a System for Recipient which will include the design, operation and maintenance of such System; and

WHEREAS, the parties further agree that Provider will remain the owner of the Solar System but Recipient will receive all electric power generated by the Solar System and will have total discretion as to how much of the power it uses and when it uses said power (so long as it does not jeopardize the ability of the System to earn federal solar tax credits), or whether it sells any excess power pursuant to a Net Metering Agreement, and that discretion to use power or not use power, shall have no impact on the amount of the Service Fees paid to Provider; and

WHEREAS, Recipient shall not resell any power generated by the System to any other user except its Local Utility pursuant to a Net Metering Agreement; and

WHEREAS, Provider and Recipient agree that the System will be designed and constructed so that Recipient is the sole and exclusive user of said power and that no other person or entity shall be entitled to access said power and will, in fact, be denied access to said power; and

WHEREAS, the parties agree that the System will be located exclusively on properties owned by Recipient; and

WHEREAS, the parties hereby agree that this Agreement shall be treated as a services contract for federal tax purposes pursuant to Section 7701(e) of the Internal Revenue Code and is not intended to be a lease under federal law.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, Provider and Recipient agree as follows:

Article I. Definitions

Section 1. Definitions.

"Actual Production" means for any period, the actual net energy production measured in kWhac.

"Actual Annual Energy Production" (sometimes referred to as "Actual Annual Production") means the actual net energy production measured in kWhac produced by the Solar System for a contract year during the term of this Agreement. Industry standards measure production in kWhac. If the System is taken out of service for any period of time for any reason at the request of Recipient, Actual Annual Production shall include the Production that would have occurred had the System not been taken out of service.

"Actual Energy Consumed" means that portion of the Actual Energy Produced which is used by Recipient.

"Calendar Year" means January 1 through December 31 of each year.

"Delivery Point" means the delivery point of solar electricity produced by the Solar System within the Site's electric System on Recipient's side of the Site's utility meter.

"Effective Date" means the date this Agreement is signed by all parties. "Event of Default" has the meaning given to it in Sections 15 and 16.

"Fair Market Value" has the meaning given to it in Section 17.

"Force Majeure" has the meaning given to it in Section 24.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any applicable law.

"Insolation" means the amount of kWhs per square meter falling on a particular location, as published by the National Renewable Energy Laboratory.

"Interconnection Agreement" means the Interconnection Agreement between the Recipient and its Local Utility.

"kWhac" means a kilowatt-hour of alternating current, electric energy.

"kWdc" means a kilowatt of direct current, electric energy. Industry standards measure System Size in DC.

"Local Utility" means Evergy Metro, Inc.

"Local Utility Solar Incentive" means the Solar Power Rebate program that is provided by Provider to Recipient pursuant to applications made by Provider on behalf of Recipient prior to and during the Term of this Agreement

"Local Utility Rebate Application" means the application required by the Local Utility to be filled out by Recipient in order to qualify for the Local Utility Solar Incentive.

"Net Metering" has the meaning provided in Sections K.S.A. 66-1263 through 66-1271 of the Kansas Statutes as well as any other applicable state or federal statutes or rules or regulations, or any subsequent legislation concerning net metering.

"Net Metering Agreement" means the net metering agreement entered into between Recipient and Evergy Metro, Inc.

"Operations and Maintenance Provider" or "O&M Provider" means the Provider, or any subcontractor who has entered into a contract with Provider, to provide operation and maintenance of the System.

"Option to Purchase" means Recipient's option to purchase the Solar System from Provider pursuant to the terms set forth in Section 17.

"Permits" shall mean all governmental permits, licenses, certificates, approvals, variances and other required items necessary for the installation, operation and connection of the Solar System.

"Premises" means that portion of the rooftop of a building or other property located on the Site as depicted in Exhibit A, upon which Provider and its agents will have a license for purposes of locating, constructing, installing, accessing and maintaining the Solar System, the location and dimensions of which shall be subject to Recipient's prior approval.

"Projected Annual Energy Production" (sometimes referred to as "Projected Annual Production" or "Projected Production") means the amount of kWhac set forth in Exhibit B, which is Provider's best estimate of the annual energy output to be produced by the Solar System at the Site.

"Property" means the Site and Premises, collectively.

"Performance as Warranted by Provider" has the meaning given to it in Section 12.

"PVSyst Report" means a photovoltaic system report setting forth projected production for a specific system at a specific location based on the design and construction of the system and the historic weather patterns.

"PVSyst Analysis Report" means a subsequent inspection and analysis of a system to determine the actual as opposed to projected performance of the system and the causes thereof.

"Replacement of Solar System" means the right of Provider to determine whether any component of the System as a whole should be replaced at Provider's cost so long as any replacement does not adversely affect Recipient.

"Services Charge" or "Services Fee" means the monthly payment from Recipient to Provider required by Section 5.

"Services" means the services that Provider shall provide to Recipient in order for Recipient to receive the power generated by the System, including but not limited to:

- (1) the engineering and design of a grid-connected photovoltaic solar electric generating system, consistent with Recipient's goals;
- (2) analysis of reports or other materials from Recipient for Provider to evaluate whether Recipient's roof or other property is suitable for the proposed installation;
- (3) the acquisition of all components for the Solar System;
- (4) all construction related management services;
- (5) the construction and installation on Recipient's property of the Solar System;
- (6) procurement and maintenance of all necessary governmental and third-party approvals, including but not limited to the Permits (as that term is defined herein) relating to the Solar System;
- (7) assisting with the implementing of an Interconnection Agreement with the Local Utility and where applicable a Net Metering Agreement;

(8) internet monitoring of the System's performance to discover any malfunctions or failures to operate properly;

(9) testing of the System's performance to discover any malfunctions or failures to operate properly;

(10) maintenance of the System, including repairing the System, all at Provider's sole cost and expense as part of the Services being provided to Recipient, in order that Recipient can receive and use the power generated by the System;

(11) provide Recipient recurring report of electric energy generated by the System.

"Site" means each parcel of real property and improvements described in this Solar Services Agreement as set forth in Exhibit A, as may be amended from time to time by the parties.

"Solar Facilities" means that portion of the Solar System which is located on any single parcel of property owned by Recipient.

"Solar Operations" means the operation of the System which will begin on the day in which the first Solar System begins operation and can be operated on a sustained basis and Provider is in receipt of all approvals, signoffs and Permits required by any governmental authorities and the Recipient's Local Utility for the generation of solar energy.

"Solar Operations Date" shall be the date upon which the Solar System begins Solar Operations.

"Solar Services Agreement" or "Agreement" means this Agreement, including any Exhibits or Schedules attached hereto.

"Solar System" means the electric power generation as well as the electric power generation equipment, including, without limitation, solar panels, mounting racks, brackets, substrates or supports, power inverters and micro-inverters, optimizers, equipment, metering equipment, controls, switches, connections, conduit, wires and other equipment connected to the Delivery Point, installed by Provider on the Site for the purposes of allowing Recipient to receive the electric power produced by the System and for the purpose of providing Provider with the ability to provide the additional and related services under this Agreement.

"System" means the cumulative services of providing the electric power and the Solar System.

"Term" shall commence as of the Solar Operations Date and shall continue for 20 years, and thereafter each successive renewal period, unless this Agreement is sooner terminated pursuant to its terms.

"Termination Date" means the date upon which the Term ends pursuant to prior written notice or pursuant to the terms of this Agreement.

"Transfer" has the meaning given in Section 13.

Section 2. Terms of Agreement

The recitals and the definitions section shall be considered part of the terms of this Agreement. The Summary Terms Sheet has been prepared for the benefit of the parties but is not part of this Agreement and is not binding on the parties.

Section 3. Solar Services Agreement

The parties to this Agreement hereby agree that it is the express intent of the parties that this Agreement shall be treated as a services contract for the purposes of federal tax law and specifically for the purposes of Section 7701(e) of the Internal Revenue Code and is not intended to be interpreted as a lease under federal law.

Section 4. Exclusive Use of Power and Services to be Provided

Provider agrees to provide Recipient with the exclusive access to, and use of, the electric power generated from the Solar System. No person or entity not a party to this Agreement shall have access to said power or use of said power, such access and use being specifically prohibited under this contract. Resale of the power generated by the System is prohibited except for any Net Metering Agreement between Recipient and its Local Utility. The parties further agree that installation of the Solar System is necessary to carry out the purpose of this Agreement and allow Provider to provide the full range of services contemplated by this Agreement.

Section 5. Payment for Services

- (a) Commencing on the Solar Operations Date, prior to which Provider shall provide Recipient not less than three (3) Business Days prior notice of the first day of the Solar Operations Date, and on the first (1st) day of each successive calendar year thereafter, during the Term, Recipient shall pay Provider, in advance, the annual Services Charge as set forth in paragraph (b) of this Section. The first payment will be prorated in the event it is for a partial year. The Services Fee shall be adjusted as provided in paragraph (b).
- (b) The fixed annual Services Charge shall be the amount identified in Exhibit C for the applicable Agreement year. The Services Charge shall remain as stated in the previous sentence until the parties agree to place additional Solar Facilities on additional properties, as identified in an amended Exhibit A, and add those Solar Facilities to the Solar System, at which time the Services Charge shall be revised to be an amount that the parties shall agree to in writing. Such written agreement for an increase in the Services Charge shall become part of this Agreement.
- (c) Recipient may wish to expand the system to include additional locations. If it is practical to amend the current contract to provide for the additional locations, this Agreement, and Exhibit A, will be so amended. If it is not practical to amend the contract, the parties will enter into a new or supplemental contract on the same terms and conditions of this contract with the possible exception of the Service Charges. The Service Charges of that new or supplemental contract will be dependent upon the size and configuration of any additional locations, but the parties will strive to maintain same service charge on a kilowatt hour basis.
- (d) On or before the fifteenth (15th) day of January of each year during the Term, Provider shall prepare and submit to Recipient a statement setting forth the Actual Annual Energy Production for the preceding calendar year in order that any adjustment in the payment for Services can be made pursuant to Section 12.
- (e) Unless subject to set off or other challenge, Recipient shall pay to Provider for each statement, as issued under Section 5(d), during the Term, within thirty (30) days following the receipt of said statement, a payment for the Services delivered during each year, which payment shall be in U.S. Dollars and paid by check to Provider, or by wire transfer of immediately available funds to a bank using wiring instructions provided by Provider, each as updated and amended from time-to-time.
- (f) Any payment not made within the time limits specified in this Agreement shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by the Provider. Such interest shall accrue at the lesser of 1% per month or the highest rate allowed by applicable law.
- (g) The payment for Services shall be made without regard to the actual consumption of electricity by Recipient. Recipient may use all or a portion of the capacity of the Solar System or may periodically request that any of the Solar Facilities in the Solar System be taken out of operation, or the capacity of the Solar System be limited. In such case Recipient shall pay for the Services provided based on what the production of the System would have been but for any requested interruption of, or reduction in, Services.

Section 6. Local Utility Incentives – Rebate

To the extent Local Utility Solar Incentives or other local incentives as provided by the Local Utility are available, the Recipient is entitled to all rights, title and interest in and to the Local Utility Solar Incentive with the Local Utility, or any other local incentive provided by said Local Utility. Provider shall be responsible for ensuring that the Local Utility Solar Incentive is timely received by Recipient, and the Services Charge required by this Agreement is expressly conditioned upon the Recipient successfully receiving the Local Solar Incentive. In the event that all or any part of the Local Solar Incentive is not received by the Recipient for any part of the Solar System, then the Services Charge shall be reduced by an amount that shall fully compensate the City for such loss during the first full calendar year (January through December) of the Term.

Section 7. Other Solar Incentives

- (a) All federal solar tax credits, accelerated depreciation, and other federal income tax attributes relating to, or arising from the Solar System, on the date it is placed in service, shall be the sole and separate property of the Provider. If additional incentives are provided by the state or federal government for projects that have previously been placed in service on a Site, and are still active, then those subsequent incentives shall be split equally between the Provider and Recipient, provided that in no event shall the application of this provision, adversely affect the existing federal solar tax credits, the existing tax treatment, or, the existing economic benefits from the system to the Provider. In other words, such incentives must be shared in a way that results in a net economic gain to both the Provider and Recipient.
- (b) All certification or points toward certification under the Leadership in Energy and Environmental Design (LEED) program or any similar program for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions arising from the Solar System shall be owned by and inure solely to the benefit of Recipient.
- (c) Recipient shall receive and have ownership of any and all available renewable energy credits or renewable energy certificates available to Provider or Recipient.

Section 8. License Agreement

The parties agree a License Agreement is not necessary at this time. Should such an agreement be deemed necessary in the future, the parties agree to mutually work towards preparation of such an agreement.

Section 9. Installation, Operation and Ownership of the Solar System

- (a) Pursuant to this Section 9, Recipient hereby consents to the installation of the Solar System on the Premises, including, without limitation, solar panels, mounting racks, brackets, substrates or supports, wiring and connections, power inverters, equipment, metering equipment and utility interconnections. Such installation shall be made in compliance with all approved plans and Permits. Recipient shall participate in the process of determining the size and production capabilities of the System and shall give notice of consent after reviewing the plans for safety and location on its premises but shall not otherwise participate in the actual engineering or design of the System. Such approval process shall not exceed thirty (30) days.
- (b) Following receipt of all Permits, Provider shall cause (i) the installation of the Solar System to be completed in a good and workmanlike manner in accordance with generally accepted installation techniques, and (ii) the Solar System to begin Solar Operation on or before the Solar Operation Date, or as soon as reasonably practicable thereafter, subject in all events to Force Majeure. Recipient hereby agrees to execute and deliver all documents that are reasonably necessary for Provider to complete the installation of the Solar System and Provider shall ensure that its installation of the Solar System does not, through any failure

on its part to properly install the system, adversely affect or impair any roof warranty inuring to the benefit of the Recipient that is provided to Provider in advance of the execution of this Agreement. Recipient shall verify that its roof system for each Solar Facility is capable of supporting the System and that a proper installation of the System will not void any warranties. Provider shall comply with all applicable laws governing the installation of the Solar System.

- (c) Provider shall be responsible for all costs and the performance of all tasks required for installation, maintenance and operation of the Solar System in accordance with all published specifications, the requirements of the Local Utility's Net Metering Agreement and Interconnection Agreement, and the terms of this Agreement. The Provider will not be responsible for boring, tree removal, or fencing, or any other work necessary to prepare the Site for Provider to begin installation of the Solar System, at any of the Sites identified in **Exhibit A**. Upon execution of this Agreement, Provider shall commence pre-installation activities relating to the Solar System, which shall include, without limitation, obtaining all Permits, contracts, and Agreements required for the installation of the Solar System and preparation of all applications required for utility interconnection of the Solar System. Recipient agrees to cooperate with respect to any action Provider must take in the preparation of all applications and agreements required for such utility interconnection, including but not limited to executing and delivering any and all documentation requested by Provider that is reasonably necessary to effectuate such interconnection at Provider's expense and further provided that Provider reimburses Recipient for all costs reasonably incurred by Recipient in connection with taking any such action as approved in advance by Provider.
- (d) Ownership of the Solar System, and all improvements placed on the Premises by Provider shall remain titled in the name of Provider, and Provider shall be the owner of such improvements, unless an Option to Purchase is exercised at the expiration of the Term of this Agreement or the parties reach a mutually agreeable contract for sale of the System. The Solar System and all improvements placed on the Premises by Provider shall remain titled in the name of Provider and shall be removed by Provider at Provider's expense within one hundred and eighty (180) days of expiration of this Agreement unless otherwise set forth herein. If this Agreement is terminated before expiration of the Term, Provider shall remove the Solar System and all improvements placed on the Premises by Provider and the parties shall account for removal costs in accordance with this Agreement. Provider shall, at its sole cost and expense, repair any and all damage caused by Provider in connection with such removal. Recipient shall provide Provider with reasonable access to perform such removal.
- (e) During the Term, Provider shall be solely responsible for the operation, repair and maintenance of the Solar System. Neither the Recipient or any of its agents, representatives, affiliates, or employees shall physically engage with or come into contact with any portion of the Solar System, except in an emergency or if any apparatus presents a dangerous condition to property or persons, nor shall they in any way attempt to affect its operation, attempt any repair or maintenance of the System, or attempt to alter or upgrade it in any way.
- (f) As part of the monitoring of the System, the Operations and Maintenance Provider will monitor and respond to outages within four (4) days of being made aware of the outage and shall use good faith and best efforts to repair the System within said four (4) days. However, if such repairs cannot be reasonably made within said four (4) days then the Provider shall be allowed a reasonable time to complete the repairs so long as it is diligently pursuing said repairs. The Provider shall also report the status of any System malfunctions or necessary repairs within (4) days of becoming aware of the occurrence.
- (g) The O&M Provider shall take commercially reasonable measures to notify Recipient and Provider of any actual or reasonably foreseeable material adverse events within 48 hours of the time when the O&M Provider first knew or should have known of such event or the likelihood of such an event occurring.
- (h) Upon discovery of a condition or event that Recipient or the O&M Provider believes is both (i)

reasonably likely to result in a material adverse event (material adverse event being defined as an event that results in or is likely to result in a reduction of 20% or more in of production of the System during the calendar month in which said event occurs) or material injury to third parties; and (ii) avoidable or susceptible to mitigation through the O&M Provider's commercially reasonable actions, then the O&M Provider shall, within a commercially reasonable time under the circumstances, dispatch personnel and otherwise use commercially reasonable efforts to safely and prudently mitigate such material adverse event or injury to third parties. The O&M Provider shall notify Recipient and the Owner as soon as circumstances dictate or reasonably allow.

- (i) Recipient shall give O&M Provider the necessary information, and shall provide reasonable notice, if Recipient desires to change the operation of the System to affect such matters as, reducing the available energy generated by the system at given times, taking the system off-line, putting it back on-line or other reasonable actions related to its operation, provided such actions would not affect the entitlement to federal solar tax credits and with the understanding that such actions will not affect the Monthly Services Charges. Any changes pursuant to this subparagraph shall be implemented solely by Provider after consent by Recipient.
- (j) O&M Provider may temporarily shut the System down for safety reasons and for any necessary maintenance or repair. As part of a temporary shutdown Provider may disconnect the interconnection with the Local Utility. During any such shutdown, that is not caused by Recipient or Recipient's actions, Recipient is entitled to suspend any payment for Services or receive a credit against future payments for Services, as appropriate.
- (k) Provider shall not be responsible for any Hazardous Materials encountered at the Site unless the Hazardous Materials situation is caused by Provider on the Site. Otherwise, any Hazardous Materials situation caused by Recipient on the Site shall be the sole responsibility of the Recipient. Provider shall also be entitled to terminate the contract without further liability in the event Hazardous Materials are discovered on the Site. If this Agreement is terminated due to Hazardous Materials, to the extent allowable under applicable law, Recipient shall reimburse Provider for all expenses reasonably incurred by Provider in the design and installation of the Solar System prior to the discovery of the Hazardous Materials and in demobilizing and decommissioning the Solar System after the discovery of the Hazardous Materials.
- (l) Recipient shall notify Provider, as soon as reasonably possible, of any knowledge it obtains that suggests that the System is not operating properly, is malfunctioning, or has in any way been damaged.
- (m) After providing notice to Recipient of the intent to subcontract for any of the Services and after receiving the written consent by Recipient, which shall not be unreasonably withheld, for such subcontracting, Provider may subcontract others to provide any of the Services or to fulfill any of its obligations under this Agreement but Provider shall remain solely liable for the performance of this Agreement.

Section 10. Improved Efficiencies to the System

In the event Provider is able to introduce operating efficiencies or technological improvements to the System or any of the Services provided hereunder, the Provider and Recipient may consider amending terms of the agreement to achieve mutual benefit to both parties.

Section 11. Metering - Net Metering

Provider shall be responsible for coordinating with the Local Utility regarding the installation and maintenance of a separate bi-directional meter to permit Recipient to buy and sell power from and to the local Utility, if applicable. Recipient agrees that it will not resell any power generated by the System to any person or entity other than the Local Utility.

Provider shall monitor production of power from its System and shall install any equipment, as deemed reasonably necessary by Provider, to enable the proper monitoring of the System and the measurement of power produced by the System.

Section 12. Provider's Warranty of the System and the Performance of the System and Adjustments to Services Fee

It is the intention of the parties that Recipient pay only for Services received and that Recipient not pay for any Services not received. The Parties further understand that solar systems in general will vary in their production of power due to factors outside the control of the parties (e.g. weather) and that while the Annual Production of a System may be estimated or projected, it is difficult to establish the reasons why projected and Actual Production may vary. For this reason, the parties agree to define "compliance" or "acceptable performance" within certain parameters by calculating the Projected Annual Production of the System. The parties agree that weather shall be factored into the calculation of Projected Annual Production and shall not serve as an exception to the reduction in Services Fees as provided in paragraph (f) of this Section. Production may exceed 100% of Projected Annual Production at times and at other times may fall below 100%. The Parties agree that so long as the System is producing 95% or more of the Projected Annual Production, as measured in accordance with this Section 12, then the Solar System and Services being performed are satisfactory under this Agreement and that the Recipient is not paying for Services not received. Provider is the owner of the Solar System and responsible for the maintenance and repair of said System and the provision of other Services. The Solar System and the maintenance and repair of the Solar System as well as all other Services to be provided by Provider shall be jointly referred to as the System.

- (a) So long as the Solar System is producing power on an annualized basis, at 95% or more of Projected Annual Production, the System will be considered as performing in a satisfactory manner and in compliance with this Agreement.
- (b) If Actual Annual Production is below 95% of Projected Annual Production, Provider shall thoroughly test the System to determine the cause of any discrepancy between Projected Production and Actual Production, and shall thereafter take reasonable steps necessary to boost the production of the Solar System so that it performs at no less than 95% of Projected Annual Production.
- (c) Recipient shall be entitled to an adjustment payment from Provider or, at Recipient's election, a credit against future Service Fees if the System performs at less than 95% over a two-year calendar period, each as calculated in Section 12(d). Said payment or adjustment shall commence in January of the year following the failure to perform period.
- (d) Because solar array systems inherently have some variation in performance, the parties agree that in order to determine any adjustment payment or credit against future Services Fees, the parties will average the Actual Annual Production of the System over a two-year period to determine the extent of any shortfall in production and any adjustment in the Services Fee due. The production shall always be determined by taking the average of the current year's Actual Annual Production and the previous year's Actual Annual Production. By way of example, if the system performs at 95% for the second year and 90% for the third year, then the actual production for the two-year period would be considered to be 92.5%. Recipient would be entitled to a credit of 2.5% of the Projected Annual Production for said two-year period and Provider would pay (or credit) recipient 2.5% of the Projected Annual Production for said two-year period. Provider shall have the right, at any time, to have a photovoltaic System study (PVSyst Analysis Report) performed by an independent expert to determine the cause of any shortfall in production.
- (e) In order to determine the amount of any reimbursement due to Recipient due to the failure of the System to perform and 95% or more of Projected Annual Production for any year, the parties agree that the value of the lost energy for the entire Term of this Agreement will be \$0.08 kWhac ("energy value component"). Next the parties shall take the projected kilowatt

hours for the year in question and multiply that number times the energy value component. By way of example, if Actual Production was 92.5% for the period in question then the adjustment would be determined by calculating the total value of projected Annual Production and multiplying that number times 2.5% (the extent to which Actual Production was less than the warranted performance of the System - the System is warranted at 95% In this example, 2.5% of the Projected Annual Production for the two-year period in which a shortfall occurred would be paid by Provider to Recipient or credited against future Services Fees, at Recipient's choice.

- (f) Notwithstanding the forgoing, if Provider can show that the loss of production was due to some other cause resulting from the action of another party (e.g., Recipient letting trees grow to the point where they are partially blocking the sun or requesting a temporary shutdown of the System as one example), then such loss of production from such cause shall serve as an exception to the reduction in Service Fees or payment from Provider to Recipient as authorized in this Section. The burden of establishing that the shortfall was due to factors caused by a third party shall be on the Provider. Production shortfalls caused by weather conditions shall not be treated as a cause by a third party and shall be factored into the reduction in Service Fees or payment from Provider to Recipient as authorized in this Section.
- (g) The parties also acknowledge that the solar panels and other components of the System will naturally degrade over time and that actual performance will decrease and the performance warranted by Provider will be adjusted according to **Exhibit B**. The warranted performance for the first 5 years is 95% of Projected Annual Production. For years 6-10, the warranted performance will be 92% of the original Projected Annual Production. For years 11-15, the warranted performance shall be 89% of the original Projected Annual Production. For years 16-20 the warranted performance shall be 86% of the original Projected Annual Production. All other provisions of this Section shall apply to the duties of the Provider and the remedies of the Recipient except that the baseline performance levels required and warranted will be as adjusted as set forth in this paragraph.
- (h) The sole and exclusive remedy for failure of the system to meet its projected production pursuant to this Section shall be an adjustment in the amount of the Services Charge as provided in this Section or the payment by Provider of an adjustment payment.

Section 13. Transfer of Rights and Property Interests

- (a) Neither party shall assign or transfer its rights to receive Services in the System without the prior express written consent of the other party, which said consent shall not be unreasonably withheld, conditioned or delayed. The transfer of any of Recipients property shall not be treated as an assignment of the right to receive Services as described in this paragraph, and in any such case, Recipient shall remain obligated according to the terms of this Agreement.
- (b) Recipient shall give Provider at least thirty (30) days written notice of any intent to Transfer any property that is part of the Site, identifying the transferee, the property or portion of the Site to be transferred and the proposed date of the transfer. Thereafter, Provider may negotiate with the transferee to determine whether Provider elects to keep the Solar Facilities on such property or remove the Solar Facilities from the property to be transferred. If said transfer occurs within the first ten years of this Agreement, Recipient shall pay the costs associated with Provider's removal of the Solar Facilities on the transferred property or removing the Solar Facilities, at the election of Provider. If said transfer occurs outside of the first ten years of this Agreement, Provider shall pay for all costs associated with removing the Solar Facilities on such property or removing the Solar Facilities. During the first ten years of this Agreement, subject to the terms of this Agreement, Recipient may sell or transfer any property where the Solar Facilities are located, provided that such transfer shall not cause a recapture of the federal solar tax credit. In the event that Recipient seeks to sell or transfer any such property, the parties agree to work in good faith to coordinate and ensure that a recapture of the solar tax credits does not result from the transfer or sale.

Recipient shall not be relieved of its obligation to pay for services as a result of any transfer or assignment, unless Recipient, Provider and any Assignee reach an agreement whereby Provider agrees to accept the Assignee as the party responsible for making payments for Services related to property transferred or assigned. During the Term, Recipient shall not transfer its right to receive the Services to any other party.

- (c) Prior to executing any mortgage or deed of trust encumbering the Site, Recipient agrees to obtain a written subordination agreement from its lender(s) expressly stating that such lender's interest in the Site is subordinate to Provider's ownership of the Solar System, and subordinate to this Agreement. In the event Recipient does not obtain such a written subordination agreement, Provider shall have the right to terminate this Services Agreement at any time as it applies to such encumbered property.
- (d) Except for assignments to an Evergy Metro, Inc., or any of Provider's or Evergy Metro, Inc.'s subsidiaries or affiliates, Provider hereby covenants and agrees that Provider shall not assign its obligations to provide the Services under this Agreement or its ownership rights in the system, without the prior express written consent of Recipient, which consent shall not be unreasonably withheld, including the obligations of the O&M Provider under this Agreement shall not be assigned to another party without the prior express written consent of Recipient, which consent shall not be unreasonably withheld.

Section 14. Relocation or Replacement of the Solar System

- (a) If Provider and Recipient determine the Solar System must be relocated to an alternate location at any property within the definition of the Site during the Term, then upon such relocation the obligations of the parties shall remain as set forth in this Agreement unless otherwise agreed in writing by the parties at such time. In the event of such a relocation, the party requiring the relocation shall be responsible for all associated costs of removal and reinstallation of the relocated Solar System as well as restoration costs at the original Site; and the parties agree to execute an amendment to this Agreement and Exhibit A to modify the location of the System and the access to the System by Provider for such property.
- (b) If temporary removal of the Solar System is required at Recipient's request on any property that is part of the Site due to Site work unrelated to the Solar System, Recipient is responsible for all associated costs of removal and replacement, which removal and replacement shall be performed by Provider at Provider's then-prevailing rates for such service which shall be agreed upon in writing prior to the relocation work. During any period while the Solar System is off-line in connection with relocation at the request of Recipient, Recipient shall continue to be responsible for all Services Fees due hereunder. Otherwise Recipient shall be relieved of the obligation to pay Services Fees during any period the System, or any portion thereof, is out of service as requested by Provider.
- (c) Recipient agrees, at the request of Provider, and if within the reasonable control of Recipient, at Recipient's sole cost and expense, to promptly remove any interference with the Solar System's Insolation and access to sunlight, as such access exists as of the Solar Operations Date. Any such interference with the Solar System's Insolation or access to sunlight will cause a decrease in production and shall not be the responsibility of the Provider and the production lost as a result will be added to the Actual Production for any year affected thereby.
- (d) Recipient agrees that it will use commercially reasonable efforts to make available a wireless internet connection at all times during the Term, sufficient for Provider to remotely monitor the Solar System. Recipient shall not be obligated to incur any additional costs, beyond those costs that the City Council may budget for upgrades and enhancements to the City's wireless and fiber optic system as a whole and for each property within the System, to provide these connections to monitor the Solar System as described in this paragraph. In the event no wireless internet connection is available at a specific Site, the parties shall exclude that Site

from all calculations and obligations described in Section 12 of this Agreement unless the Site is subsequently provided wireless internet connection.

Section 15. Default by Recipient and Provider's Remedies

In the event that Recipient causes an Event of Default, then Provider must provide written notice of such Event of Default and thereafter Recipient shall be allowed thirty (30) days to cure such default. If a cure is not reasonably possible in this time period, then Recipient shall provide written notice to Provider that additional reasonable time is required to cure the default but such reasonable time shall not exceed an additional twenty (20) days.

With respect to Recipient, there shall be an "Event of Default" if:

- (i) Recipient fails to pay any amount due under this Agreement, and such failure continues for ten (10) additional days after receipt of written demand from Provider (in such event, Recipient shall not be entitled to any additional cure period as set forth in the paragraph above) so long as Provider is not in material breach of this Agreement and been notified of such according to the terms herein by Recipient at the time such demand is made by Provider;
- (ii) Recipient is in breach of any representation, warranty, or covenant set forth in this Agreement or Recipient fails to perform any material obligation set forth in this Agreement and such breach or failure is not cured within the time period set forth above in this Section after written notice from Provider
- (iii) Recipient as a matter of fact is unable to pay its debts generally as they become due or is "**insolvent**" as such term is generally interpreted under applicable Kansas Law; (b) Recipient files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other Applicable Law of the United States of America or any State, district or territory thereof; (c) Recipient makes an assignment for the benefit of creditors; (d) Recipient consents to the appointment of a receiver of the whole or any substantial part of its assets; (e) Recipient has a petition in bankruptcy filed against it that is not dismissed or stayed within 90 days thereafter; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Recipient's assets; or (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the whole or any substantial part of Recipient's assets.

Upon the occurrence of any Event of Default by Recipient and failure to timely cure such Event of Default, Provider shall have the right to terminate this Agreement. Provider may terminate this Agreement by giving to Recipient notice of Provider's election to terminate, in which event the Term of this Services Agreement shall end. In such event, Provider shall have the right to remove the Solar System from the Premises as provided for herein, and Provider shall be entitled to collect from Recipient the Provider's reasonable cost of removal of the Solar System from the Premises and any damages, including the present value of all future payments otherwise due from Recipient to Provider under this Agreement for the next two years had the Agreement not been terminated.

Section 16. Default by Provider and Recipient's Remedies

In the event that Provider causes an Event of Default, then Recipient must provide written notice of such Event of Default and thereafter Provider shall be allowed thirty (30) days to cure such default. If a cure is not reasonably possible in this time period, then Provider shall provide written notice to Recipient that additional reasonable time is required to cure the default but such reasonable time shall not exceed an additional twenty (20) days.

- (a) With respect to Provider, there shall be an "Event of Default" if:

- (i) Provider, after notice from Recipient that it has failed to maintain the Insurance required under this Agreement, fails to cure such default within a reasonable period of time;
 - (ii) Provider fails to achieve Solar Operations within a reasonable period of time following the projected Solar Operations Date and fails to cure such default within a reasonable period of time, it being understood that the Solar Operations date is an estimate of the date the System will reach operational status;
 - (iii) Provider is in breach of any representation or warranty set forth herein or fails to perform any material obligation set forth in this Agreement, and such breach or failure is not cured within the time period set forth above in this Section;
 - (iv) Provider as a matter of fact is unable to pay its debts generally as they become due or is "**insolvent**" as such term is generally interpreted under applicable Kansas Law; (b) Provider files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other Applicable Law of the United States of America or any State, district or territory thereof; (c) Provider makes an assignment for the benefit of creditors; (d) Provider consents to the appointment of a receiver of the whole or any substantial part of its assets; (e) Provider has a petition in bankruptcy filed against it that is not dismissed or stayed within 90 days thereafter; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Provider's assets; or (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the whole or any substantial part of Provider's assets.
- (b) Upon the occurrence of any Event of Default by Provider and failure to timely cure such Event of Default, Recipient shall have the right to terminate this Agreement. Recipient may terminate this Agreement by giving to Provider notice of Recipient's election to terminate, in which event the Term of this Services Agreement shall end. In such case, Recipient may require Provider, at Provider's sole cost and expense, to remove all of its tangible property comprising the Solar System from the Premises by a mutually convenient date but in no case later than one hundred eighty (180) days after the date the termination notice is given and in such case the Premises shall be returned to its original condition,. Recipient may not terminate this Agreement or take any action during the first five years that would result in loss of federal solar tax credits unless its rights hereunder cannot be adequately satisfied through the payment of money damages.(c) During the period of any Event of Default by Provider, Recipient has the right to suspend the payment of Services Fees for the Services provided.

Section 17. Term of the Agreement, Option to Purchase and Termination

- (a) **Initial Term.** The initial Term of this Agreement shall be for a period of twenty (20) years commencing on the Solar Operations Date (the "Initial Term"). The first calendar year shall be a "short" year starting with the Solar Operations date and running through December 31 of that year. It shall also be a "pro-rated" year for determining performance and compliance with the provisions of this Agreement which are based upon a calendar year. Early termination of this agreement must be agreed to by the Parties.
- (b) RESERVED
- (c) RESERVED
- (d) **Option to Purchase.** Provided no Event of Default by Recipient shall have occurred and be continuing, Recipient may purchase the Solar System at the end of the Initial Term on the following terms and conditions:

The Recipient must give Provider written notice of its intent to exercise the Option at least one

hundred and eighty (180) days in advance of such purchase. If Recipient exercises such option, the purchase price shall be the Fair Market Value of the Solar System. For the purposes of this Agreement, "Fair Market Value" of the Solar System may be determined by mutual agreement, within 30 days before the exercise of the option. Within said 30-day timeframe, or a reasonable period of time thereafter, the Parties, after consulting with a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry, shall attempt to agree as to the Fair Market Value of the System on an installed and operating basis. If the Parties cannot reach an agreement within said 30-day period, then the parties shall make reasonable efforts to agree on a different appraiser who is a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine Fair Market Value. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the Solar System on an installed and operating basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of manifest error or fraud. The costs of the appraisal shall be borne by the Parties equally. The parties may also negotiate a mutually agreeable purchase price following year ten (10) of the Agreement.

The closing of the sale and purchase of the Solar System shall take place on approximately the thirtieth (30th) day after the Purchase Price for the Solar System is determined pursuant to this Section 17, or on such other date as mutually agreed by the parties.

At closing, Recipient shall pay Provider an amount equal to the Fair Market Value in immediately available funds, and Provider shall assign its entire right, title and interest in and to the Solar System, including any remaining manufacturer's warranties that are assignable for PV modules, inverters, or other components to Recipient free and clear of any liens created by the Provider with respect to the System, on an "as is," "where is" and "with all faults" basis, without representations or warranties.

The parties represent and warrant to one another that there has been no discussion that would lead either party to conclude that the option will be exercised by Recipient, only that there will be an option and that the decision whether to exercise the option will depend on the facts and circumstances that exist at the time the option is capable of being exercised by the Recipient.

- (e) **Termination.** If Recipient does not elect to purchase the Solar System as set forth in paragraph (c) of this Section at the end of the Initial Term, then Provider shall remove the Solar Facilities from each of the Sites at the sole cost of Provider. Provider and Recipient shall cooperate to establish a schedule for Provider to access the Sites and remove the Solar Facilities.
- (f) **Repurposing.** If Recipient exercises the option to purchase the Solar Facilities as set forth in paragraph (d) of this Section and seeks to repurpose the Solar Facilities for use at different Sites, or the same Sites but in different configurations, Provider may provide assistance to Recipient regarding the design and placement of such Solar Facilities upon terms and conditions, and at a price to be paid by Recipient, as the parties mutually agree upon at that time.

Section 18. Casualty

- (a) If the Solar System is damaged or destroyed by fire, theft or other casualty, Provider and Recipient shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. Provider, using the proceeds, shall within one hundred eighty (180) calendar days after the insurance proceeds become available to Provider, cause the Solar System to be repaired, restored, replaced or rebuilt to substantially the same condition as existed immediately prior to the damage or destruction (the "Restoration Work").
- (b) Until such time as the Restoration Work is completed, the Services Fee hereunder shall be abated for any portion of the Solar System that is rendered unusable as determined by Provider in its reasonable discretion.

- (c) Notwithstanding the foregoing, in the event of substantial damage or destruction by casualty (i) which damage Recipient and Provider in good faith mutually determine is such that the reconstruction of an economically viable Solar System is not practicable, either because (a) the insurance proceeds made available to Provider are not sufficient to repair such loss or damage, or (b) such reconstruction cannot be carried out under applicable legal requirements, including then-current building or zoning laws, or (ii) which damage occurs during the last three (3) years of the Term, then either party shall have the right to terminate this Services Agreement.
- (d) It is the intent of the parties that the Recipient shall not have liability nor suffer any economic loss as a result of damage to the System equipment absent intentional or negligent misconduct on the part of Recipient or its agents.
- (e) Recipient shall provide reasonable on-site security to prevent damage or destruction to the System by third parties lawfully occupying its property or as a result of trespassers entering onto the property and causing damage to the System.

Section 19. Representations and Warranties; Covenants of the Parties

- (a) Each party represents and warrants to the other party that (a) such party is duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized by all necessary company, organizational or governmental action; (c) this Agreement is a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms; (d) to such party's knowledge, no governmental approval (other than any governmental approvals which have been previously obtained or disclosed in writing to the other party) is required in connection with the due authorization, execution and delivery of this Agreement by such party or the performance by such party of its obligations hereunder; and (e) neither the execution and delivery of this Services Agreement by such party nor compliance by such party with any of the terms and provisions of this Agreement conflicts with, breaches or contravenes the provisions of such party's organizational documents or any rule, regulation or law. Recipient covenants that recipient has lawful title to the Property and the Premises and full right to enter into this Agreement. Recipient will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect the Solar System or its function (including activities that may adversely affect the Solar System's exposure to sunlight), without Provider's prior written consent, or which would affect either party's ability to perform its obligations hereunder.
- (b) Each of Provider and Recipient hereby represents and warrants to the other party that there are no actions, suits or proceedings pending, or to such party's knowledge, threatened against or affecting such party or the Property, at law or in equity, or before any governmental authority, and, to such party's knowledge, it is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority, which, if adversely determined, would have a material adverse effect on the ability of such party to perform its obligations hereunder.
- (c) Neither Recipient nor Provider shall directly or indirectly cause, create, incur, assume or suffer to exist any pledge, lien (including mechanics', labor or material man's lien), charge, encumbrance or claim on or with respect to the Solar System or any interest therein. Each party shall also promptly pay before a fine or penalty may attach to the Solar System any taxes, charges or fees of whatever type of any relevant governmental authority for which such party is responsible. If either party breaches its obligations under this Section, it shall immediately notify the other party in writing, shall promptly cause such liens to be discharged and released of record without cost to the other party.
- (d) Notwithstanding the foregoing, it is understood that Provider will finance the System and that

liens against the System for said financing are specifically permitted. Recipient shall fully cooperate with Provider in connection with such financing including but not limited to providing statements and opinions of counsel that Provider is currently in compliance with all provisions of the Agreement and that Recipient is likewise in compliance with all terms of the Agreement including but not limited to all representations and warranties contained within the Agreement.

- (e) Each party agrees to promptly provide the other party with a copy of any default notices that it received from any of its lenders or other party holding a mortgage, deed of trust or security interest in the Site or the Solar System.
- (f) Each party agrees that it will take no action that would cause the Solar System to lose its eligibility for the federal solar tax credit.
- (g) Recipient represents and warrants that Recipient owns all properties that are included in the Site, has the right to place the Solar System on the Site, and any mortgage or encumbrance on the Site and such properties does not, and shall not, interfere with the placement of the Solar System on the Site and if there is any mortgage or fixture filing against the Site which could be construed as prospectively attaching to the System as a fixture of the Site, Recipient shall provide to Provider a disclaimer, release or other similar instrument reasonably acceptable to Provider from any such mortgagee or person making a fixture filing on the Site and stating that the ownership of the System remains in Provider and further acknowledging that the System is personal property of Provider and agreeing not to disturb the rights of Provider in the System and under this Agreement. If Recipient is the fee owner of the Site, Recipient consents to the filing of a disclaimer of the System as a fixture of the Site in the office where real estate records are customarily filed in the jurisdiction of the Site. If Recipient is not the fee owner, Recipient will obtain such disclaimer from such owner.
- (h) Recipient represents and warrants that its roof system for each Solar Facility is capable of supporting the System as of the Solar Operations Date.
- (i) Recipient represents and warrants that any building upon which solar panels and the associated equipment is placed shall be appropriate for the placement of said equipment and that the building is in a condition which will support said equipment for the Term of this Agreement.
- (j) Recipient represents and warrants that any land or building upon which solar panels and the associated equipment is placed shall be appropriate from a geotechnical standpoint; that any such property is not located in a floodplain; that any storm water permits have been obtained or that the property in question is not subject to any such storm water permits; that no encroachment on the property in question has been permitted, authorized or exists at the time this contract is executed; that Recipient has reviewed each location for the placement of solar panels and the associated equipment and has determined that its location will not fall within any easement that could disrupt the operation of any part of the System or require any part of the System to be temporarily or permanently shut down or removed; that there are no additional permits or governmental permissions required for the installation of the System; that there are no known defects or flaws in Recipient's title to the property which would in any way affect the operation of the System or any part thereof or require that the System or part thereof be shut down or taken out of Service for any period of time or removed or relocated.
- (k) Recipient further represents and warrants that, to the extent such actions are within the control of Recipient, it will not permit any action to be taken by any party which would in any way affect the operation of the System, or otherwise cause any part of the System to be shut down or taken out of operation for any period of time and that Recipient will take any necessary action to prevent any adverse effect on the operation of the System including preventing or eliminating or terminating any condition that would adversely affect the operation of any part of the System or would cause any part of the System to be shut down or taken out of service for any period of time.

- (l) Recipient further represents and warrants that, to the best of its knowledge, there are no existing amounts of regulated Hazardous Materials that are currently located at the Site.
- (m) As of the date of this Agreement, Recipient has not entered, and shall not enter, into any contracts or agreements with any other person regarding the provision of the services contemplated to be provided by Provider under this Agreement, but reserves the right to enter into such agreements in the future.
- (n) As a material inducement to Provider's execution of this Agreement, Recipient covenants and agrees as follows:
 - (1) Recipient hereby grants Provider and its employees, agents, contractors, and subcontractors the right to access the Site in order to construct, maintain, operate, monitor, repair, replace, decommission and remove the System. Such access will be provided during regular business hours, or such other reasonable hours as may be requested by Provider.
 - (2) Recipient will not conduct activities on, in or about the Site that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. Provider (i) acknowledges that Recipient and its employees, agents, contractors and subcontractors (collectively, the **"Recipient Permittees"**) may need to access the Site to maintain, repair or replace improvements in the vicinity of the System and (ii) consents to such access subject to Recipient Permittees' exercise of commercially reasonable efforts to minimize interference to the System and compliance with Provider's safety rules. Recipient shall implement and maintain reasonable and appropriate security measures on the Site to prevent Recipient Permittees and other unrelated third parties, from having access to the System, and to prevent from occurring any theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
 - (3) Recipient shall at all times maintain the areas of the Site consistent with all applicable laws pertaining to the health and safety of persons and property.
 - (4) Recipient (i) acknowledges that the installation of all or a portion of the System may require installation to the ground or may require physically mounting and adhering portions of the System to the improvements appurtenant to the property and (ii) consents to such mounting or adhering, as applicable.
 - (5) Recipient shall provide and take reasonable measures for security of the System, including commercially reasonable monitoring of the Site's alarms, if any.
 - (6) Recipient shall promptly notify Provider of any matters it is aware of pertaining to any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

Section 20. Indemnification; Insurance

- (a) To the extent allowed under applicable law, each party (the "Indemnifying Party") shall indemnify, defend and hold the other party and its employees, directors, officers, managers, members, shareholders and agents (each, in such case, an "Indemnified Party") harmless from and against any and all third party claims, suits, damages, losses, liabilities, expenses and costs (including reasonable attorney's fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) to the extent caused by the Indemnifying Party's (i)

negligence or willful misconduct and (iii) Event of Default.

- (b) The Indemnified Party shall deliver to the Indemnifying Party a notice describing the facts underlying its indemnification claim and the amount of such claim (each such notice a **"Claim Notice"**). Such Claim Notice shall be delivered promptly to the Indemnifying Party after the Indemnified Party receives notice that an action at law or a suit in equity has commenced.
- (c) Provider shall maintain during the Term of this Services Agreement, with Recipient named as additional insured therein, as its interest may appear, for the duration of this Services Agreement, the insurance coverage outlined below:
 - (1) Comprehensive or Commercial General Liability (including premises-operations; independent contractors protective, products and completed operations; broad form property damage).

Bodily Injury: \$1,000,000 per occurrence.

Property damage: \$2,000,000 per occurrence.

Products and completed operations to be maintained for three **(3)** years after the final payment: \$2,000,000 per occurrence/aggregate.

General aggregate: \$2,000,000.

Damages to Service Feed Premises: \$1,000,000 per occurrence.
 - (2) Workers Compensation Insurance (and to the extent such is not applicable, Employers Liability Insurance) which shall fully comply with applicable law, and employer's liability insurance with limits of not less than the greater of (i) statutory requirements or (ii) One Hundred Thousand Dollars (\$100,000.00) per occurrence. Provider shall provide a valid waiver executed by workers compensation and employer's liability insurance carrier(s) of any right of subrogation against Recipient or its employees for any injury to a covered employee working on Recipients' premises.

All liability insurance, except professional liability insurance, shall be written on an occurrence basis with form(s) and carrier(s) reasonably acceptable to Recipient.

The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in applicable state statutes; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity.

Provider shall also provide Property Insurance ("All Risk" coverage) equal to at least 100% of the replacement cost covering the Solar System, and all other improvements placed by Provider on the Premises. If possible, Provider will have the Recipient named as an additional insured.

Recipient shall carry property and liability insurance on its property in accordance with adopted City policies and ordinances, all in a form reasonably acceptable to Provider. The parties shall agree to the terms of said insurance prior to the beginning of construction of the Solar System.

Section 21. Waiver

Any waiver at any time by either Party of its rights with respect to an Event of Default under this Services Agreement or with respect to any other matters arising in connection with this Services Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Services Agreement must be in writing.

Section 22. Change in Law or Interpretation of Law

(a) If after the Solar Operations Date, Provider determines that a change in law has occurred or will occur, or that an interpretation of current law has occurred or will occur, that has or will have a material adverse effect on Provider's rights, entitlements, obligations or costs under this Agreement, then Provider may notify the Recipient in writing of such change in law. Within 30 days following receipt by the Recipient of such notice, the parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both parties. If the parties are unable to agree on such amendments within said 30 days, then the Provider or Recipient may terminate this Agreement and remove the System, at the removing party's cost, without either party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination. If a change in law renders this Agreement or Provider's performance under this Agreement either illegal or impossible, then Provider may terminate this Agreement and remove the System with such cost shared equally between the parties' cost, immediately upon notice to Recipient without either party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination. For the purposes of this Agreement, Change in Law or Interpretation of Law means, after the date of the execution of this Agreement, (i) the enactment, adoption promulgation, modification or repeal of any applicable law or regulation, (ii) a change in any law that would in any way materially impact performance by either party under this Agreement or any interpretation of law that would have the same effect. In the event this Agreement is determined to subject Provider to regulatory jurisdiction, the parties agree to act in good faith in an attempt to restructure this Agreement in a manner that preserves the economic value to both parties.

Section 23. Memorandum of Services Agreement

Either Party may record in the real estate records for the jurisdiction in which the Site is located a memorandum of this Agreement setting forth the Parties hereto and the Term with the specific form of such agreement to be subject to the reasonable approval of the parties and that shall not disclose the business terms and shall comply with the Confidential Information section of this Agreement.

Section 24. Force Majeure

(a) In the event either Party is delayed in or prevented from performing or carrying out its obligations under this Agreement by reason of any cause beyond the reasonable control of, and without the fault or negligence of, such Party (an event of "Force Majeure"), such Party shall be excused from performance hereunder and shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from, or arising out of, such delay or prevention; provided, however, that the Party encountering such delay or prevention shall use commercially reasonable efforts to remove the causes thereof (with failure to use such efforts constituting an event of default hereunder).

(b) As used herein, the term "Force Majeure" shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) terrorist acts affecting the Site, (v) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long term calibrated and appropriate weather station representative of the Site, (vi) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vii) epidemic or pandemic, (viii) strikes, walkouts, lockouts or similar industrial or labor actions or disputes, (ix) requirement by Local Utility that the Solar System discontinue operation for any reason, (x) appropriation or diversion of electricity by sale of order of any governmental authority which prevents or prohibits the parties from carrying out their respective obligations under this Agreement (including, without limitation, an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy Output

to federal or state regulation of prices and/or services). Economic hardship of either party shall not constitute a Force Majeure under this Agreement nor shall any change in the Internal Revenue Code or loss of any tax credit associated with the Solar System.

Section 25. Records

Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Each Party shall have the right to examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

Section 26. Notices

All notices required or permitted to be given hereunder shall be in writing, and shall be given: (1) by email of a PDF (so long as notice is also given on the same date by one of the other notice methods), or (2) by personal delivery, or (3) by United States Certified Mail, Return Receipt Requested, postage prepaid; at the addresses of the parties at the following addresses:

Recipient

City of Roeland Park
c/o City Administrator, Keith Moody
4600 West 51st Street, Suite 200
Roeland Park, Kansas 66205

Provider

Evergy Energy Solutions
c/o Mark Cosby
1200 Main Street, Floor 30
Kansas City, Missouri 64113

or at such other address as any party hereto entitled to notice may register with the other party by like notice. All notices shall be deemed given and effective on the date sent, or transmitted, or deposited in the U.S. Mail, or hand delivered, whichever is applicable. However, where applicable, the time period for responding to a notice shall commence from the date of actual receipt thereof. The party providing notice shall also take reasonable actions to contact the other party in person within 5 days of sending such notice to ensure such notice was received.

Section 27. Assignment by Provider

Provider may upon written notice, without the need for consent from Recipient, (i) transfer, pledge or assign this Agreement, or Solar System as security for any financing or to an affiliated special purpose entity created for the financing or for tax credit purposes related to Solar System, provided Recipient's property is in no event encumbered or (ii) assign its rights under this Agreement to an affiliate, or a successor entity in a merger or acquisition transaction, provided, however, that any such assignee shall agree to be bound by the terms and conditions hereof. No such assignment shall be effective until written notice of such assignment is provided to Recipient. Provider shall not be relieved from future performance, liabilities, and obligations under this Agreement unless otherwise agreed by the parties hereto. Provider may, with the prior written consent of Recipient, which consent shall not be unreasonably withheld, conditioned or delayed, transfer or assign this Agreement, provided such Assignee agrees to be bound by the terms and

conditions of this Agreement. Recipient may, with the prior written consent of Provider, which consent shall not be unreasonably withheld, conditioned or delayed, transfer or assign this Agreement, provided such Assignee agrees to be bound by the terms and conditions of this Agreement.

Section 28. Personal and Real Property or other Taxes

Provider shall claim the Solar System as personal property in the county in which the Solar System is located. If taxes are assessed as real or personal property (property taxes) Provider shall pay said taxes, if required, and shall contest the payment of said taxes so long as a statute is in force exempting or limiting such taxation. Recipient and Provider shall cooperate in contesting any such assessment.

Section 29. Treatment for Federal Income Tax Purposes

Provider and Recipient hereby agree that this Services Agreement shall be treated as a services contract for federal tax purposes pursuant to Section 7701(e) of the Internal Revenue Code and is not intended to be interpreted as a lease under federal law.

Section 30. Confidential Information

Neither party shall use, divulge, disclose, produce, publish or permit access to, any confidential information received by the other party, to the extent such information qualifies as a closed record under the Kansas Open Records Act in K.S.A. 45-215, et. Seq., except to the extent necessary to comply with the terms of this Agreement. If a receiving party believes that it will be compelled by a court or other governmental authority to disclose confidential information of the disclosing party, it shall give the disclosing party prompt written notice, and in all cases not less than five (5) business days' notice in advance of disclosure, so that the disclosing party may determine whether to take steps to oppose such disclosure.

Section 31. Press Releases

The parties recognize that one or both may want to publicize information about the installation and operation of the System. In connection therewith, either party may issue a press release(s) generally describing the size and location of the System, and the identity of the other Party, without the prior written consent of the other Party, so long as only Provider has the exclusive right to (i) claim that electric energy provided to Recipient was generated by the System, and (ii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, no confidential information shall be disclosed with respect to the cost of the project or the amount of the Services Fees without the consent of the other party.

Section 32. Dispute Resolution

In the event of a dispute regarding this Agreement that the parties are unable to resolve between themselves, no party may file a lawsuit in a court without first participating in mediation of the issue provided such issue does not involve the integrity of a structure or the safety of the public and City employees or agents, in which case the parties shall be free to pursue other remedies. Mediation shall take place within thirty (30) days after any party requesting same and the costs shall be shared equally unless the jointly selected mediator is unavailable. The parties shall submit the names of two mediators to each other and one name shall be selected. Mediation shall proceed expeditiously and the failure to provide names of potential mediators or to attend a scheduled mediation session shall constitute breach of this Agreement. If mediation is not successful after one session with a mediator, any party shall be free to file or pursue other remedies.

Section 33. Binding Effect

The terms and provisions of this Agreement, and the respective rights and obligations hereunder of each party, shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

Section 34. Amendments

No modification of this Agreement shall be effective except by written amendment executed by both Provider and Recipient.

Section 35. Counterparts

Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original. Facsimile and electronic signatures shall have the same effect as original signatures and each party consents to the admission in evidence of a facsimile, electronic or photocopy of this Agreement in any court or arbitration proceedings between the parties.

Section 36. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any other prior agreement, written or oral, between the parties concerning such subject matter.

Section 37. Third Party Beneficiaries

Nothing in this Agreement shall provide any benefit to any third-party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.

Section 38. Severability

Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion unless such enforcement would materially affect the economic value for one of the parties to this Agreement.

Section 39. Survival

Any provisions of this Agreement that expressly or by implication come into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

Section 40. Governing Law

The interpretation and performance of this Agreement and each of its provisions shall be governed and construed in accordance with the laws of the State of Kansas excluding any choice of law provisions or conflict of law principles which would require reference to the laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction of the federal and state courts located in the State of Kansas to the extent the matters herein are not subject to arbitration.

Section 41. Remedies Cumulative

No remedy herein conferred upon or reserved to either party shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. However, notwithstanding anything to the contrary herein, nothing contained herein shall be construed to permit either party to bring an action against the other for lost profits or other special or consequential damages as such damages shall not be allowed hereunder.

Section 42. Headings

The headings in this Agreement are solely for convenience and ease of reference and shall have no

effect in interpreting the meaning of any provisions of this Agreement.

Section 43. Conflicts

In the event of any conflict or inconsistency between the terms of the Summary Term Sheet and this Agreement, the terms of this Agreement shall prevail.

Section 44. Exhibits

All Exhibits referred to in this Agreement and attached hereto are incorporated herein by reference.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Services Agreement as of the Contract Date.

CITY OF ROELAND PARK, KANSAS

By _____

Title _____

Address:

4600 W. 51st Street

Roeland Park, Kansas 66205

Facsimile: (913) 722-3713

ATTEST:

City Clerk

Approved as to form:

City Attorney

Evergy Energy Solutions, Inc.

By _____

Title _____

Address:

1200 Main Street, Floor 30

Kansas City, Missouri 64105

EXHIBIT A

Site List

Roeland Park City Hall
4600 West 51st Street
Roeland Park, Kansas 66205

Roeland Park Community Center
4850 Rosewood Drive
Roeland Park, Kansas 66205

Premises Description

In the event a Site listed in this Exhibit A does not contain a description of the Premises upon which a Solar System may be built and maintained in accordance with the Agreement, the parties shall draft and execute a document containing a description of the Premises. Upon its execution, a mutually executed Premises description shall be incorporated into this Exhibit A as a "Premises" and be subject to the terms and conditions of this Agreement.

Exhibit B

Year	Project Annual Production (kWhac)	Guaranteed Production (kWhac)
1	272496	<i>x95%=258871</i>
2	271134	<i>x95%=257577</i>
3	269778	<i>x95%=256289</i>
4	268429	<i>x95%=255008</i>
5	267087	<i>x95%=253733</i>
6	265752	<i>x92%=244492</i>
7	264423	<i>x92%=243269</i>
8	263101	<i>x92%=242053</i>
9	261785	<i>x92%=240842</i>
10	260476	<i>x92%=239638</i>
11	259174	<i>x89%=230665</i>
12	257878	<i>x89%=229511</i>
13	256589	<i>x89%=228364</i>
14	255306	<i>x89%=227222</i>
15	254029	<i>x89%=226086</i>
16	252759	<i>x86%=217373</i>
17	251495	<i>x86%=216286</i>
18	250238	<i>x86%=215205</i>
19	248987	<i>x86%=214129</i>
20	247742	<i>x86%=213058</i>

EXHIBIT C
PRICING

Utility reference numbers: 9338 71 3084, 2950 89 3087, 6075 21 4952

System Name: [City of Roland Park]

Fee Schedule

Initial Payments:

- | | | |
|---|---------------------------------|-----------------------------|
| 1. Roof Replacement:
(Estimate Nov 2020) | \$65,000 plus associated taxes | Due upon completion of work |
| | | |
| 2. Parking Canopy:
(Estimate Feb 2021) | \$117,033 plus associated taxes | Due upon completion of work |

Solar Services Recurring Fees

Recipient shall pay Provider for the Solar Services provided pursuant to the terms of this Agreement at the rate of \$24,920.00, plus any additional amount required pursuant to this Agreement. Assuming no additional amounts are required pursuant to this Agreement, the annual payments over the Term of this Agreement are anticipated to be as follows:

Year	Payment	Year	Payment	Year	Payment	Year	Payment
1	\$24,920.00	6	\$24,920.00	11	\$24,920.00	16	\$24,920.00
2	\$24,920.00	7	\$24,920.00	12	\$24,920.00	17	\$24,920.00
3	\$24,920.00	8	\$24,920.00	13	\$24,920.00	18	\$24,920.00
4	\$24,920.00	9	\$24,920.00	14	\$24,920.00	19	\$24,920.00
5	\$24,920.00	10	\$24,920.00	15	\$24,920.00	20	\$24,920.00



Roeland Park Solar Project

August 24, 2020



FINANCIALS

Solar Services financial models: reflecting a 20 year payment term with 25 years of projected energy savings

Option 1: 216.02 kW

- Solar Array Installations:
 - City Hall Carport and Roof Array
 - Community Center Roof Array*
- City Hall Roof Replacement

Annual Payment:	\$31,675
Total payments:	\$633,500
Total Net Savings:	\$320,254
IRR	15%
Negative Cash Flow	8 years
Payback Period	15.5 years
Roof Replacement (Year 0)	\$65,000 Fixed

Option 2: 151.82 kW

- Solar Array Installations :
 - City Hall Roof Array
 - Community Center Roof Array*
- City Hall Roof Replacement

Annual Payment:	\$17,460
Total payments:	\$349,200
Total Net Savings:	\$298,586
IRR	77%
Negative Cash Flow	2 years
Payback Period	4 years
Roof Replacement (Year 0)	\$65,000 Fixed

*Structural Analysis will be required to verify the Community Center roof can hold the arrays. Pricing subject to change based on analysis

Solar Services financial models: reflecting a 20 year payment term with 25 years of projected energy savings

Option 3: 216.02 kW

- Solar Array Installations:
 - City Hall Roof Array and Carport
 - Community Center Roof Array*
- City Hall Roof Replacement year 0
- City Hall Carport purchased year 0

Annual Payment:	\$24920
Total payments:	\$633,500
Total Net Savings:	\$320,254
IRR	236%
Negative Cash Flow	1 years
Payback Period	2.5 years
Roof Replacement (Year 0)	\$65,000 Fixed
City Hall Carport (Year 0)	\$117,033 Fixed

Option 3b: 216.02 kW

- Solar Array Installations:
 - City Hall Roof Array and Carport
 - Community Center Roof Array*
 - City Hall Carport purchased year 6
- City Hall Roof purchased year 0

Annual Payment:	\$31,675
Annual Payment year 6 - 20	\$24,390
Total payments:	\$594,293
Total Net Savings:	\$359,460
IRR	15 %
Negative Cash Flow	6 years
Payback Period	15 years
Roof Replacement (Year 0)	\$65,000 Fixed
City Hall Carport (Year 6)	\$70,068 Fixed

FINANCIALS- Option 1

Period	Capacity Factor	Projected kWh Production	Avg Rate Per kWh	Projected Energy Savings	Solar Service Payments	Net Savings	IRR
1	14.40%	272,496	0.0901	24,552	(31,675)	(7,123)	
2	14.33%	271,134	0.0937	25,406	(31,675)	(6,269)	
3	14.26%	269,778	0.0975	26,290	(31,675)	(5,385)	
4	14.19%	268,429	0.1014	27,205	(31,675)	(4,470)	
5	14.11%	267,087	0.1054	28,152	(31,675)	(3,523)	
6	14.04%	265,752	0.1096	29,132	(31,675)	(2,543)	
7	13.97%	264,423	0.1140	30,146	(31,675)	(1,529)	
8	13.90%	263,101	0.1186	31,195	(31,675)	(480)	
9	13.83%	261,785	0.1233	32,280	(31,675)	605	
10	13.76%	260,476	0.1282	33,404	(31,675)	1,729	
11	13.70%	259,174	0.1334	34,566	(31,675)	2,891	
12	13.63%	257,878	0.1387	35,769	(31,675)	4,094	
13	13.56%	256,589	0.1443	37,014	(31,675)	5,339	
14	13.49%	255,306	0.1500	38,302	(31,675)	6,627	
15	13.42%	254,029	0.1560	39,635	(31,675)	7,960	
16	13.36%	252,759	0.1623	41,014	(31,675)	9,339	
17	13.29%	251,495	0.1688	42,441	(31,675)	10,766	
18	13.22%	250,238	0.1755	43,918	(31,675)	12,243	
19	13.16%	248,987	0.1825	45,447	(31,675)	13,772	
20	13.09%	247,742	0.1898	47,028	(31,675)	15,353	
21	13.03%	246,503	0.1974	48,665	-	48,665	
22	12.96%	245,270	0.2053	50,358	-	50,358	
23	12.90%	244,044	0.2135	52,111	-	52,111	
24	12.83%	242,824	0.2221	53,924	-	53,924	
25	12.77%	241,610	0.2310	55,801	-	55,801	
Total		6,418,909		953,754	\$(633,500)	320,254	15%

FINANCIALS- Option 2

Period	Capacity Factor	Projected kWh Production	Avg Rate Per kWh	Projected Energy Savings	Solar Service Payments	Net Savings	IRR
1	14.40%	185,078	0.0901	16,676	(17,460)	(784)	
2	14.33%	184,153	0.0937	17,256	(17,460)	(204)	
3	14.26%	183,232	0.0975	17,856	(17,460)	396	
4	14.19%	182,316	0.1014	18,478	(17,460)	1,018	
5	14.11%	181,405	0.1054	19,121	(17,460)	1,661	
6	14.04%	180,498	0.1096	19,786	(17,460)	2,326	
7	13.97%	179,595	0.1140	20,475	(17,460)	3,015	
8	13.90%	178,697	0.1186	21,187	(17,460)	3,727	
9	13.83%	177,804	0.1233	21,925	(17,460)	4,465	
10	13.76%	176,915	0.1282	22,688	(17,460)	5,228	
11	13.70%	176,030	0.1334	23,477	(17,460)	6,017	
12	13.63%	175,150	0.1387	24,294	(17,460)	6,834	
13	13.56%	174,274	0.1443	25,140	(17,460)	7,680	
14	13.49%	173,403	0.1500	26,014	(17,460)	8,554	
15	13.42%	172,536	0.1560	26,920	(17,460)	9,460	
16	13.36%	171,673	0.1623	27,857	(17,460)	10,397	
17	13.29%	170,815	0.1688	28,826	(17,460)	11,366	
18	13.22%	169,961	0.1755	29,829	(17,460)	12,369	
19	13.16%	169,111	0.1825	30,867	(17,460)	13,407	
20	13.09%	168,265	0.1898	31,941	(17,460)	14,481	
21	13.03%	167,424	0.1974	33,053	-	33,053	
22	12.96%	166,587	0.2053	34,203	-	34,203	
23	12.90%	165,754	0.2135	35,393	-	35,393	
24	12.83%	164,925	0.2221	36,625	-	36,625	
25	12.77%	164,100	0.2310	37,900	-	37,900	
Total		4,359,700		647,786	\$ (349,200)	298,586	77%

FINANCIALS- Option 3

Period	Capacity Factor	Projected kWh Production	Avg Rate Per kWh	Projected Energy Savings	Solar Service Payments	Net Savings	IRR
1	14.40%	272,496	0.0901	24,552	(24,920)	(368)	
2	14.33%	271,134	0.0937	25,406	(24,920)	486	
3	14.26%	269,778	0.0975	26,290	(24,920)	1,370	
4	14.19%	268,429	0.1014	27,205	(24,920)	2,285	
5	14.11%	267,087	0.1054	28,152	(24,920)	3,232	
6	14.04%	265,752	0.1096	29,132	(24,920)	4,212	
7	13.97%	264,423	0.1140	30,146	(24,920)	5,226	
8	13.90%	263,101	0.1186	31,195	(24,920)	6,275	
9	13.83%	261,785	0.1233	32,280	(24,920)	7,360	
10	13.76%	260,476	0.1282	33,404	(24,920)	8,484	
11	13.70%	259,174	0.1334	34,566	(24,920)	9,646	
12	13.63%	257,878	0.1387	35,769	(24,920)	10,849	
13	13.56%	256,589	0.1443	37,014	(24,920)	12,094	
14	13.49%	255,306	0.1500	38,302	(24,920)	13,382	
15	13.42%	254,029	0.1560	39,635	(24,920)	14,715	
16	13.36%	252,759	0.1623	41,014	(24,920)	16,094	
17	13.29%	251,495	0.1688	42,441	(24,920)	17,521	
18	13.22%	250,238	0.1755	43,918	(24,920)	18,998	
19	13.16%	248,987	0.1825	45,447	(24,920)	20,527	
20	13.09%	247,742	0.1898	47,028	(24,920)	22,108	
21	13.03%	246,503	0.1974	48,665	-	48,665	
22	12.96%	245,270	0.2053	50,358	-	50,358	
23	12.90%	244,044	0.2135	52,111	-	52,111	
24	12.83%	242,824	0.2221	53,924	-	53,924	
25	12.77%	241,610	0.2310	55,801	-	55,801	
Total		6,418,909		953,754	\$ (498,400)	455,354	236%

FINANCIALS- Option 3b

Period	Capacity Factor	Projected kWh Production	Avg Rate Per kWh	Projected Energy Savings	Solar Service Payments	Net Savings	IRR
1	14.40%	272,496	0.0901	24,552	(31,675)	(7,123)	
2	14.33%	271,134	0.0937	25,406	(31,675)	(6,269)	
3	14.26%	269,778	0.0975	26,290	(31,675)	(5,385)	
4	14.19%	268,429	0.1014	27,205	(31,675)	(4,470)	
5	14.11%	267,087	0.1054	28,152	(31,675)	(3,523)	
6	14.04%	265,752	0.1096	29,132	(94,458)	(65,326)	
7	13.97%	264,423	0.1140	30,146	(24,390)	5,756	
8	13.90%	263,101	0.1186	31,195	(24,390)	6,805	
9	13.83%	261,785	0.1233	32,280	(24,390)	7,890	
10	13.76%	260,476	0.1282	33,404	(24,390)	9,014	
11	13.70%	259,174	0.1334	34,566	(24,390)	10,176	
12	13.63%	257,878	0.1387	35,769	(24,390)	11,379	
13	13.56%	256,589	0.1443	37,014	(24,390)	12,624	
14	13.49%	255,306	0.1500	38,302	(24,390)	13,912	
15	13.42%	254,029	0.1560	39,635	(24,390)	15,245	
16	13.36%	252,759	0.1623	41,014	(24,390)	16,624	
17	13.29%	251,495	0.1688	42,441	(24,390)	18,051	
18	13.22%	250,238	0.1755	43,918	(24,390)	19,528	
19	13.16%	248,987	0.1825	45,447	(24,390)	21,057	
20	13.09%	247,742	0.1898	47,028	(24,390)	22,638	
21	13.03%	246,503	0.1974	48,665	-	48,665	
22	12.96%	245,270	0.2053	50,358	-	50,358	
23	12.90%	244,044	0.2135	52,111	-	52,111	
24	12.83%	242,824	0.2221	53,924	-	53,924	
25	12.77%	241,610	0.2310	55,801	-	55,801	
Total		6,418,909		953,754	\$ (594,293)	359,461	15%



Carport / Rooftop Array

Size: 97.02 kW DC

COMMUNITY CENTER Option 2



Rooftop Array

Size: 119 kW DC

* Structural Analysis will be required to verify the roof can support the arrays.

EXAMPLE CARPORTS



FINANCIAL VS COMPETITORS

Utility Savings Calculation

Evergy

- Financial model utilizes the actual average \$/kWh based on the customer's electric utility bill over the past twelve months.
 - City of Roeland Park average \$/kWh is approximately \$0.0901 kWh

Competitors

- Many competitors use a flat commercial energy market rate of \$.12 kWh instead of the actual customer utility rates.
- Results in over-inflated energy savings projections and an understatement of the investment payback period.

CONNECT WITH US



Chris Jackman



816.519.7613



Chris.Jackman@Evergy.com



Lindsay Freeman



816.305.9578



Lindsay.Freeman@Evergy.com













RBI SOLAR



Item Number: New Business- VIII.-D.
Committee 9/8/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/3/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Approve Utility Easement at Community Center**
Item Type: Other

Recommendation:

Staff recommends approval of the utility easement as depicted on the attached site plan (area highlighted in yellow).

Details:

The south and west property boundary at the Community Center has been used as a utility corridor in the past. The cell tower at the Northwest corner of the site has 3 cell service providers, each requires cable connection to their wireless antennas. There is an existing combined access and utility easement (shown in red on the site plan). However the cable installers prefer not cutting through the asphalt along this route and the City prefers utilities be placed along the perimeter of the site vs through the middle (which could hinder site improvements in the future). The proposed utility easement (area in yellow) follows the perimeter of the site and parallels existing areas used by utilities (south and west).

The easement is non-exclusive and will be available for use by any utility having a franchise with the City. The Community Center land has never been platted, if it had been the City would require utility easements to be established along the perimeter (just like this one) to provide for orderly and efficient extension of utilities to the site and to adjoining properties. To complete a plat for the Community Center Property and the Nall Park property would be around \$10,000.

Financial Impact

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

Additional Information

The City Engineer and City Attorney have reviewed the easement and approved its form.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Utility Easement at Community Center Plans	Cover Memo
☐ Utility Easement at Community Center Legal Description	Cover Memo

TOWER SURVEY

827055

ROELAND PARK COMMUNITY CENTER

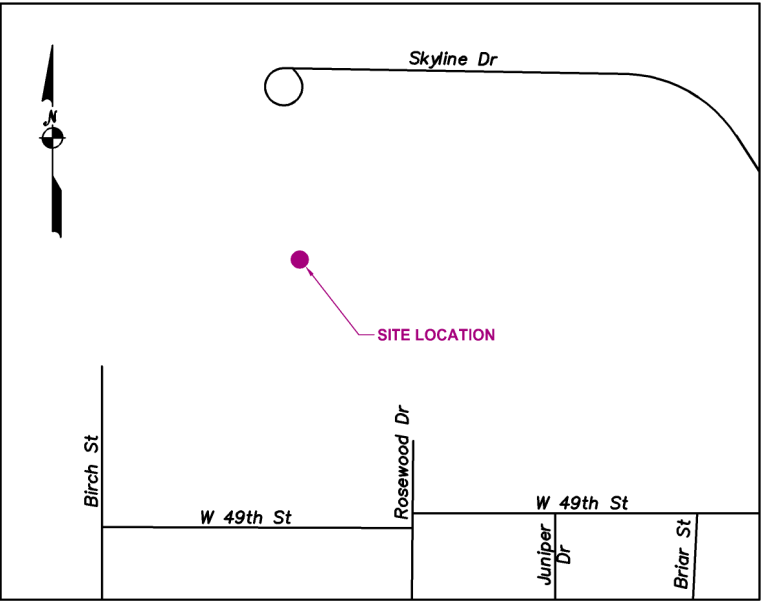
4848 ROSEWOOD
ROELAND PARK, KS 66205
JOHNSON COUNTY

LEGEND

Additional Land		IP / Rebar Monu		Transformer (Aerial)	
Building		IP / Rebar Monu- Found		Transformer Pad	
Asphalt Pavement		Cased Monu			
Contour - Major		Cased Monu - Found			
Contour - Minor					
Easement		Traverse Point		Catch Basin	
Guiderail		Survey Point		Inlet	
Jurisdiction Line		Gravel		Culvert	
Property Line		Dirt			
Property Tie		Concrete		Utility Vault	
Parent Property		Retaining Wall		Manhole	
Tower Easement		Stairs		Handhole	
Right of Way		Docr / Gate		Pull box	
Setback		Double Docr / Gate		Pedestal	
Treeline		Gate - Sliding		Riser	
Wetland		Signs		Meter	
Railroad Tracks		Mailbox		Valve	
Centerline		Column		Cleanout	
Road Centerline		Utility Pole		Junction Box	
Stream		Guyed Pole		Pump Station	
Stream (Directional)		Pole		Utility Box	
Ditch		Bollard		Controller	
Channel		Fire Hydrant		HVAC	
Fence		Flag Pole		Generator	
Cable UG		Shrub		Light Pole	
Combined Sewer		Tree - Palm			
Cable TV & Elec		Tree - Deciduous			
Cable TV & Elec UG					
Cable, Elec, & Tele					
Cable, Elec, & Tele UG					
Electric					
Electric UG					
Fiber					
Fiber UG					
Gas					
Sewer					
Storm					
Telephone					
Telephone UG					
Unknown Utility					
Water					
Topo - High Point					
Topo - Low Point					
Breakline					
Match line					
Property Tie					

VICINITY MAP

NTS



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	307,293	7.05±
TOWER COMPOUND	1,116	0.03±
TOWER LEASE AREA	1,410	0.03±
EXISTING ACCESS & UTILITY EASEMENT	11,027	0.25±
ADDITIONAL UTILITY EASEMENT "A"	4,859	0.11±
ADDITIONAL UTILITY EASEMENT "B"	714	0.02±

CONTENTS

COVER SHEET
PROPERTY OVERVIEW
EASEMENT OVERVIEW
SITE OVERVIEW
SITE OVERVIEW DETAIL (INTERNAL USE)
LEGAL DESCRIPTIONS

SURVEY PROCEDURES & EQUIPMENT

The Accuracy Of This Survey Meets Or Exceeds The Minimum Standards As Required By [state Requirements For Boundary Surveys].
Instruments Used:
- Leica Total Station 06
- Sokia GRX-2

COORDINATES

For internal use

LABEL	LAT, LONG
MON #1 / POC	39°02'25.49", -94°38'49.31"
MON #2 / POB	39°02'28.46", -94°38'48.01"
MON #3	39°02'28.62", -94°38'47.55"

ABBREVIATIONS

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
R/W	RIGHT OF WAY
C/L	CENTERLINE
A&U/E	ACCESS & UTILITY EASEMENT
U/E	UTILITY EASEMENT
N-E	NON-EXCLUSIVE

SURVEY PERFORMED FOR:



1500 Corporate Drive
Canonsburg, PA 15317

SURVEY COORDINATED BY:

GEOLINE SURVEYING, INC.
13430 NW 10th Terrace, Suite A, Alachua, FL 32615
Tele: (386) 418-0500 | Fax: (386) 462-9986

SURVEY PERFORMED BY:

LOVELACE & ASSOCIATES, LLC.
929 SE 3rd Street, Lee's Summit, MO 64063
Tele: (816) 347-9997

DRAWN BY: BDH | CHK BY: JBL | JOB NO.: 20115

SURVEYOR'S CERTIFICATION:

I hereby certify to Crown Castle and Auro Solutions, LLC.

SURVEYOR NAME: Bradley D. Harkin

LEASE AREA ZONING:

PUB

LEASE AREA FLOOD NOTE:

According to my interpretations of Flood Map for Community Panel No. 20091C0009G the subject property is in Flood Zone "X", ie. "areas determined to be outside the 0.2% annual chance flood".

BEARING BASIS:

Bearings shown hereon are referenced to Grid North of the Kansas State Plan Coordinate System of 1983 (NAD 83), (2011 ADJ.), North Zone. Obtained by static GPS observations and Rinex File submittals for NGS Opus solutions.

NOTES:

1. SURVEY PERFORMED ON 06/26/2020.
2. DATA PROJECTED IN KANSAS STATE PLANE COORDINATE SYSTEM [NAD83], WITH [N/A] VERTICAL DATUM.
3. UTILITIES SHOWN HEREON ARE BASED ON FIELD LOCATES BY OTHERS.
4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE NOTED HEREON.
5. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	DRWN
2	8/07/2020	REVISED PER COMMENTS	BDH
3	8/19/2020	REVISED PER COMMENTS	BDH
4	8/25/2020	REVISED PER COMMENTS	BDH

SITE INFORMATION:

Name	ROELAND PARK COMMUNITY CENTER
BUN	827055
Address	4848 ROSEWOOD ROELAND PARK, KS 66205
County	JOHNSON COUNTY

SITE LOCATED IN:

Section 4, Township 12 South, Range 25 East

TOWER SURVEY

SHEET: COVER SHEET

 CROWN CASTLE		1500 Corporate Drive Canonsburg, PA 15317	
REV	DATE	DESCRIPTION	DRWN
2	8/07/2020	REVISED PER COMMENTS	BDH
3	8/19/2020	REVISED PER COMMENTS	BDH
4	8/25/2020	REVISED PER COMMENTS	BDH
SITE INFORMATION:			
Name	ROELAND PARK COMMUNITY CENTER		
BUN	827055		
Address	4848 ROSEWOOD ROELAND PARK, KS 20705		
County	JOHNSON COUNTY		
SITE LOCATED IN:			
Section 4, Township 12 South, Range 25 East			
TOWER SURVEY			
SHEET: PROPERTY OVERVIEW			

<u>AREA SUMMARY</u>		
AREA	SQ. FT.	ACRES
PARENT PARCEL	307,293	7.05±
TOWER COMPOUND	1,116	0.03±
TOWER LEASE AREA	1,410	0.03±
EXISTING ACCESS & UTILITY EASEMENT	11,027	0.25±
ADDITIONAL UTILITY EASEMENT "A"	4,859	0.11±
ADDITIONAL UTILITY EASEMENT "B"	714	0.02±

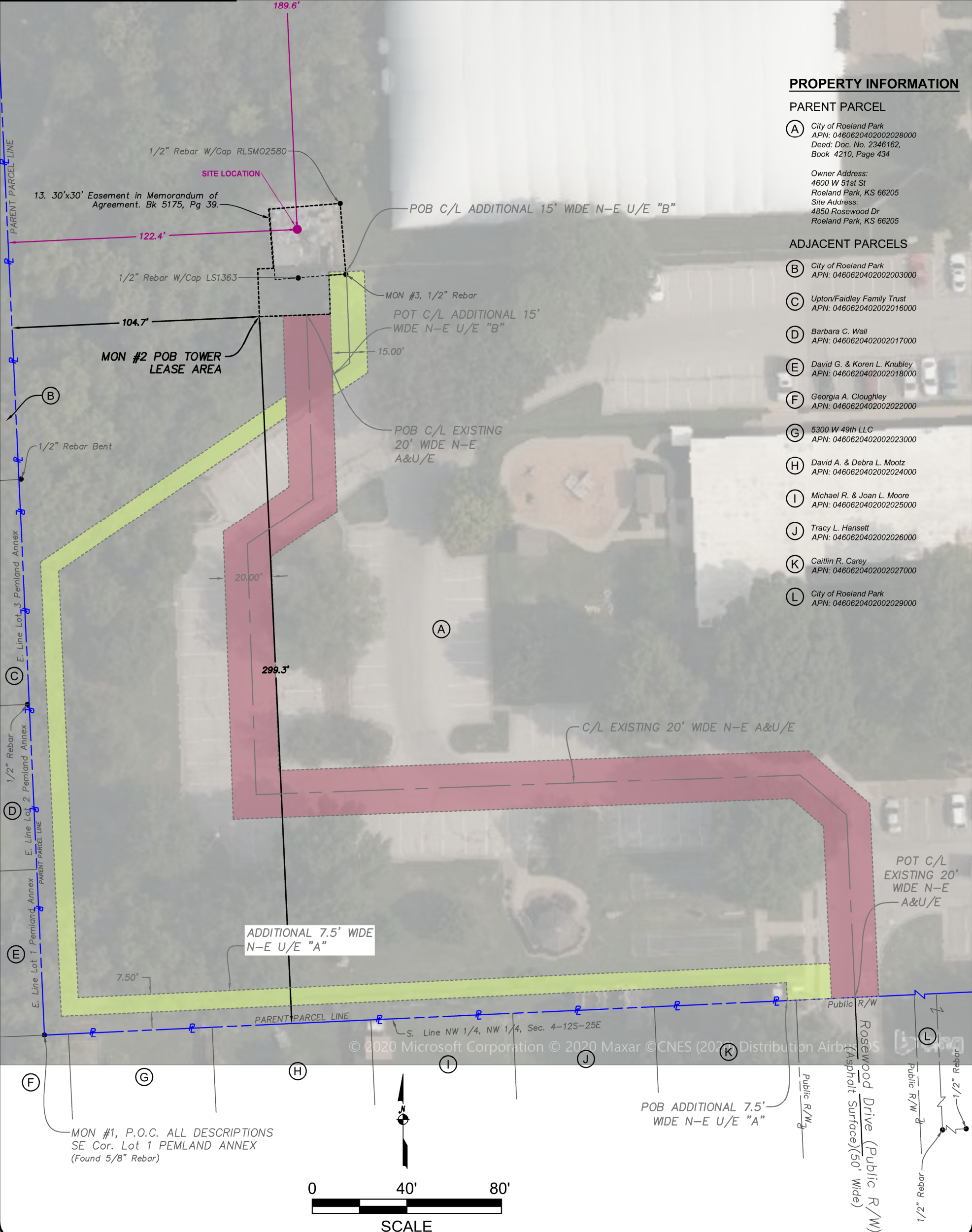
PROPERTY INFORMATION

PARENT PARCEL

- (A)** *City of Roeland Park*
APN: 0460620402002028000
Deed: Doc. No. 2346162,
Book 4210, Page 434
- Owner Address:*
4600 W 51st St
Roeland Park, KS 66205
Site Address:
4850 Rosewood Dr
Roeland Park, KS 66205
- ADJACENT PARCELS**
- (B)** *City of Roeland Park*
APN: 0460620402002003000
- (C)** *Upton/Faidley Family Trust*
APN: 0460620402002016000
- (D)** *Barbara C. Wall*
APN: 0460620402002017000
- (E)** *David G. & Koren L. Knubley*
APN: 0460620402002018000
- (F)** *Georgia A. Cloughley*
APN: 0460620402002022000
- (G)** *5300 W 49th LLC*
APN: 0460620402002023000
- (H)** *David A. & Debra L. Mootz*
APN: 0460620402002024000
- (I)** *Michael R. & Joan L. Moore*
APN: 0460620402002025000
- (J)** *Tracy L. Hansett*
APN: 0460620402002026000
- (K)** *Caitlin R. Carey*
APN: 0460620402002027000
- (L)** *City of Roeland Park*
APN: 0460620402002029000

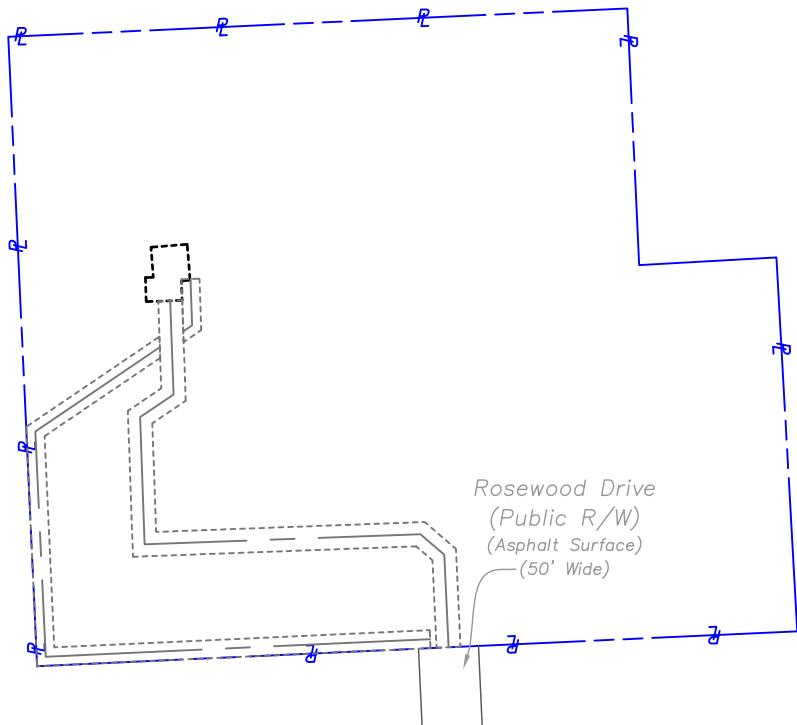
ADJACENT PARCELS

- (B) City of Roeland Park
APN: 0406020402002003000
- (C) Upton/Faidley Family Trust
APN: 0406020402002016000
- (D) Barbara C. Wall
APN: 0406020402002017000
- (E) David G. & Koren L. Knubley
APN: 0406020402002018000
- (F) Georgia A. Cloughley
APN: 0406020402002022000
- (G) 5300 W 49th LLC
APN: 0406020402002023000
- (H) David A. & Debra L. Mootz
APN: 0406020402002024000
- (I) Michael R. & Joan L. Moore
APN: 0406020402002025000
- (J) Tracy L. Hansett
APN: 0406020402002026000
- (K) Caitlin R. Carey
APN: 0406020402002027000
- (L) City of Roeland Park
APN: 0406020402002029000



 CROWN CASTLE		1500 Corporate Drive Canonsburg, PA 15317	
REV	DATE	DESCRIPTION	DRWN
2	8/07/2020	REVISED PER COMMENTS	BDH
3	8/19/2020	REVISED PER COMMENTS	BDH
4	8/25/2020	REVISED PER COMMENTS	BDH
SITE INFORMATION:			
Name	ROELAND PARK COMMUNITY CENTER		
BUN	827055		
Address	4848 ROSEWOOD ROELAND PARK, KS 66205		
County	JOHNSON COUNTY		
SITE LOCATED IN:			
Section 4, Township 12 South, Range 25 East			
TOWER SURVEY			
SHEET: EASEMENT ACCESS OVERVIEW			

Scale 1"=160'



PARENT PARCEL

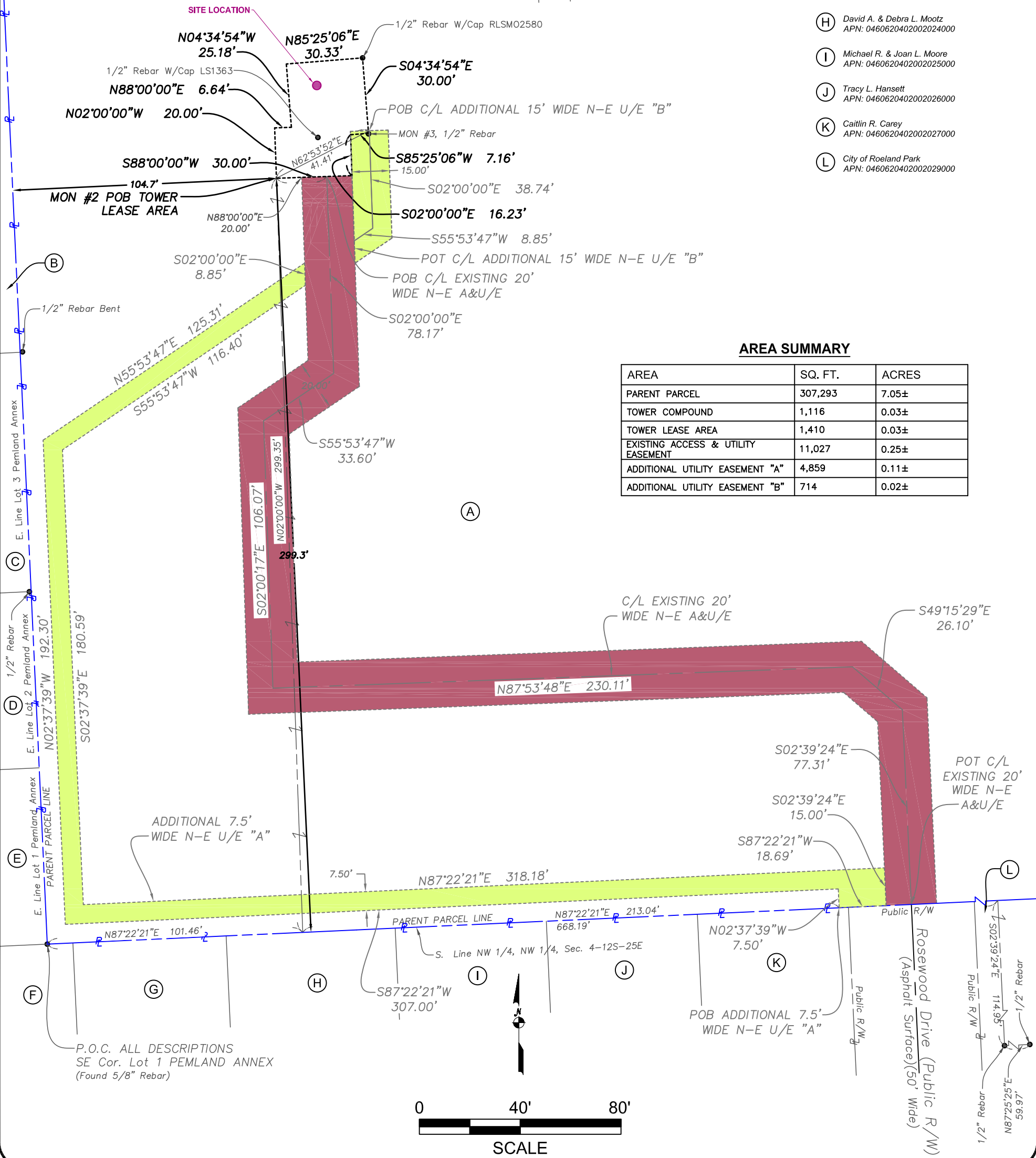
- A** *City of Roeland Park*
APN: 0460620402002028000
Deed: Doc. No. 2346162,
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- Owner Address:*
4600 W 51st St
Roeland Park, KS 66205
Site Address:
4850 Rosewood Dr
Roeland Park, KS 66205

ADJACENT PARCELS

- (B) City of Roeland Park
APN: 0406020402002003000
- (C) Upton/Faidley Family Trust
APN: 0406020402002016000
- (D) Barbara C. Wall
APN: 0406020402002017000
- (E) David G. & Koren L. Knubley
APN: 0406020402002018000
- (F) Georgia A. Cloughley
APN: 0406020402002022000
- (G) 5300 W 49th LLC
APN: 0406020402002023000
- (H) David A. & Debra L. Mootz
APN: 0406020402002024000
- (I) Michael R. & Joan L. Moore
APN: 0406020402002025000
- (J) Tracy L. Hansett
APN: 0406020402002026000
- (K) Caitlin R. Carey
APN: 0406020402002027000
- (L) City of Roeland Park
APN: 0406020402002029000

AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	307,293	7.05±
TOWER COMPOUND	1,116	0.03±
TOWER LEASE AREA	1,410	0.03±
EXISTING ACCESS & UTILITY EASEMENT	11,027	0.25±
ADDITIONAL UTILITY EASEMENT "A"	4,859	0.11±
ADDITIONAL UTILITY EASEMENT "B"	714	0.02±

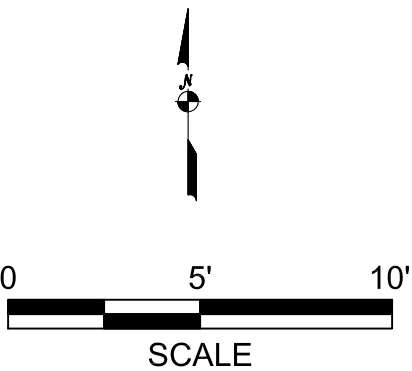
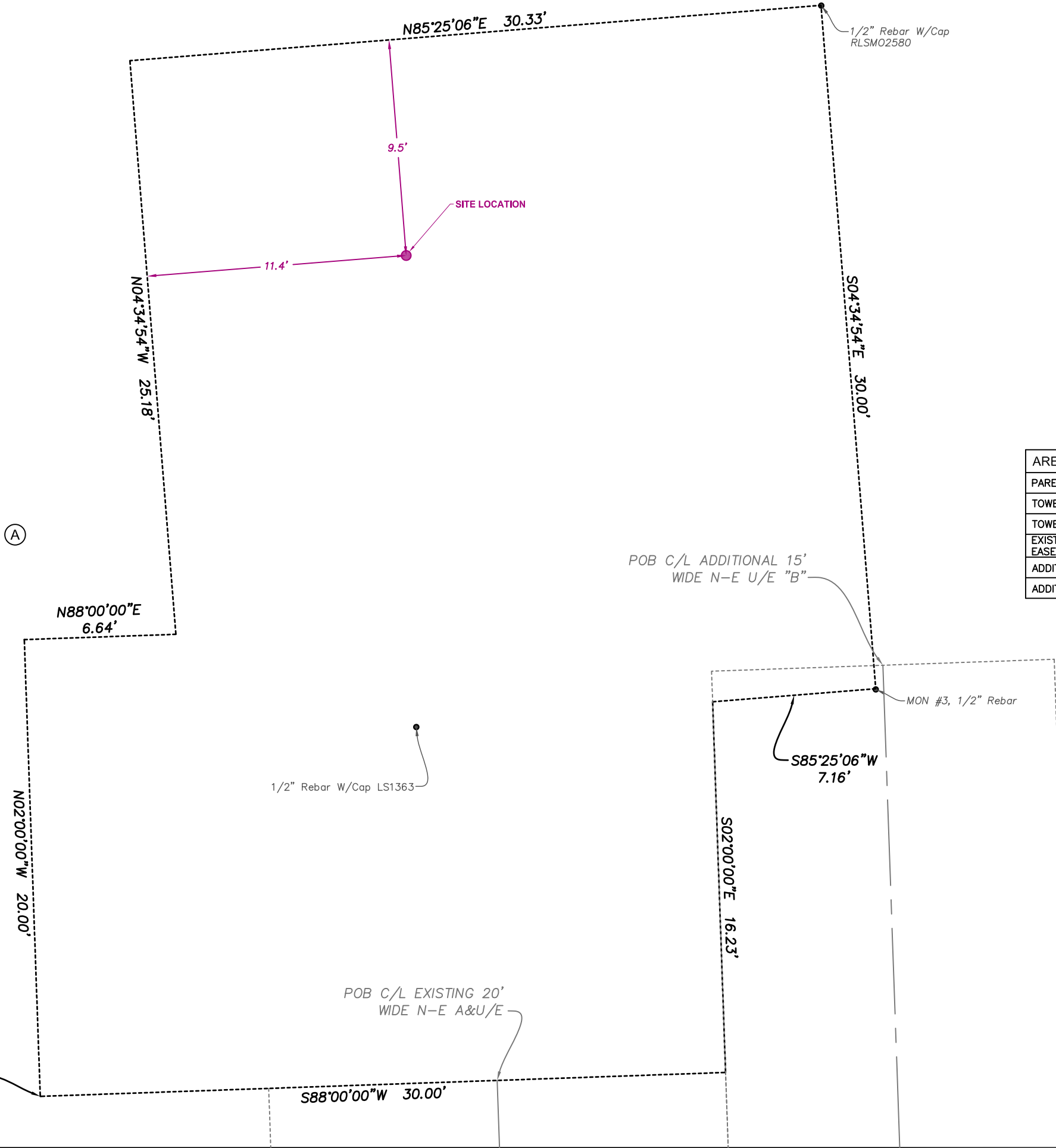


PROPERTY INFORMATION

PARENT PARCEL

City of Roeland Park
APN: 0460620402002028000
Deed: Doc. No. 2346162,
Book 4210, Page 434

Owner Address:
4600 W 51st St
Roeland Park, KS 66205
Site Address:
4850 Rosewood Dr
Roeland Park, KS 66205



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	307,293	7.05±
TOWER COMPOUND	1,116	0.03±
TOWER LEASE AREA	1,410	0.03±
EXISTING ACCESS & UTILITY EASEMENT	11,027	0.25±
ADDITIONAL UTILITY EASEMENT "A"	4,859	0.11±
ADDITIONAL UTILITY EASEMENT "B"	714	0.02±

SURVEY PERFORMED FOR:



CROWN
CASTLE

1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
2	8/07/2020	REVISED PER COMMENTS	BDH
3	8/19/2020	REVISED PER COMMENTS	BDH
4	8/25/2020	REVISED PER COMMENTS	BDH

SITE INFORMATION:	
Name	ROELAND PARK COMMUNITY CENTER
BUN	827055
Address	4848 ROSEWOOD ROELAND PARK, KS 66205
County	JOHNSON COUNTY

SITE LOCATED IN:
Section 4, Township 12 South, Range 25 East

TOWER SURVEY

SHEET: SITE OVERVIEW

PARENT PARCEL (AS PROVIDED)

PROPERTY DESCRIPTION: Parent Parcel as Provided

ALL THAT part of the Northwest Quarter of Section 4, Township 12, Range 25, in the City of Roeland Park, Johnson County, Kansas 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.

Parcel ID#: PF251204-1003 (046-062-04-0-20-02-028.00-0)

This being the same property conveyed to City of Roeland Park, Kansas from Shawnee Mission Unified School, District No. 512, fka Common School District No. 92, in a deed dated August 30, 1984 and recorded January 7, 1994, in Book 4210 Page 434, in Johnson County, Kansas.

NOTE: The parent parcel graphically shown hereon, in full or in part, is the same as that described above.

Property information shown hereon was provided by Auro Solutions, LLC, Commitment No. CCI-102828-I, effective on 07/08/2020.

SCHEDULE B-II INFORMATION:

8. Rights of fee simple owners in and to the subject property.

9. Rights of others in and to the subject property.

10. Terms and conditions of an unrecorded agreement, as evidenced by a(n) Agreement between City of Roeland Park, Kansas and Board of Commissioners of Johnson County, Kansas, dated June 12, 1986 and recorded June 24, 1986 in (book) 2365 (page) 915 (instrument) 1615524, in Johnson County, Kansas. (Blanket agreement, unable to plot hereon.)

11. Easement Conveyance between City of Roeland Park and Kansas City Power & Light Company, a Missouri corporation, dated April 12, 1990 and recorded May 3, 1990 in (book) 3163 (page) 639 (instrument) 1943208, in Johnson County, Kansas. (Vague description, unable to plot hereon.)

12. Terms and conditions of an unrecorded agreement, as evidenced by a(n) Interlocal Cooperation Agreement between Johnson County Park and Recreation District, Johnson County, Kansas, a political subdivision, dated October 11, 1996 and recorded December 4, 1996 in (book) 5052 (page) 450 (instrument) 2658012, in Johnson County, Kansas. (Blanket agreement, unable to plot hereon.)

13. Terms and conditions of an unrecorded lease, as evidenced by a(n) Memorandum of Agreement between City of Roeland Park, Kansas and APT Kansas City, Inc., a Delaware corporation, dated October 18, 1996 and recorded October 27, 1997 in (book) 5175 (page) 39 (instrument) 2699112, in Johnson County, Kansas. (As shown hereon.)

14. Terms and conditions of an unrecorded agreement, as evidenced by a(n) License Agreement between City of Roeland Park, Kansas and Steven L. Driever, dated February 24, 1998 and recorded April 9, 1998 in (book) 5538 (page) 853 (instrument) 2815376, in Johnson County, Kansas. (Not shown at request of client.)

15. Present Grant of a Permanent Easement between City of Roeland Park, Kansas and Kansas City Power & Light Company, a Missouri corporation, dated November 17, 2008 and recorded December 5, 2008 in (book) 200812 (page) 1225 (instrument) 20081205-0001225, in Johnson County, Kansas. (Easement not dimensioned in document, unable to plot hereon.)

TOWER LEASE AREA

AS SURVEYED

PROPERTY DESCRIPTION: TOWER LEASE AREA (AS SURVEYED)

An irregular shaped tract of land, situated in the Northwest Quarter of 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, more particularly described as follows:

COMMENCING at the Southeast corner of Lot 1, PEMLAND ANNEX a subdivision in the city of Roeland Park, Johnson County, Kansas; thence North 87°22'21" East along the South line of said Quarter Quarter Section, a distance of 101.46 feet; thence North 02°00'00" West departing said South line, a distance of 299.35 feet to the POINT OF BEGINNING; thence continuing North 02°00'00" West, a distance of 20.00 feet; thence North 88°00'00" East, a distance of 6.64 feet; thence North 04°34'54" West, a distance of 25.18 feet; thence North 85°25'06" East, a distance of 30.33 feet; thence South 04°34'54" East, a distance of 30.00 feet; thence South 85°25'06" West, a distance of 7.16 feet; thence South 02°00'00" East, a distance of 16.23 feet; thence South 88°00'00" West, a distance of 30.00 feet to the POINT OF BEGINNING. Containing 1,410 Square Feet or 0.03 Acres more or less.

UTILITY EASEMENT "A": NON-EXCLUSIVE

AS SURVEYED

PROPERTY DESCRIPTION: NON-EXCLUSIVE UTILITY EASEMENT (AS SURVEYED)

A 7.50 foot wide Non-Exclusive Utility Easement, situated in the Northwest Quarter of 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, more particularly described as follows:

COMMENCING at the Southeast corner of Lot 1, PEMLAND ANNEX a subdivision in the city of Roeland Park, Johnson County, Kansas; thence North 87°22'21" East along the South line of said Quarter Quarter Section, a distance of 101.46 feet; thence North 87°22'21" East continuing along said South line, a distance of 213.04 feet to the POINT OF BEGINNING; thence North 02°37'39" West, departing said South line, a distance of 7.50 feet; thence South 87°22'21" West, a distance of 307.00 feet; thence North 02°37'39" West, a distance of 192.30 feet, thence North 55°53'47" East, a distance of 125.31 feet to the West line of a 20' wide access and utility easement; thence South 02°00'00" East, along said West line a distance of 8.85 feet; thence South 55°53'47" West, departing said west line, a distance of 116.40 feet; thence South 02°37'39" East, a distance of 180.59 feet; thence North 87°22'21" East, a distance of 318.18 feet to the West line of said access and utility easement; thence South 02°39'24" East, along said West line, a distance of 15.00 feet to the North right-of-way line of Rosewood Drive, said North right-of-way line also being the South line of said Quarter Quarter Section; thence South 87°22'21" West, along said South line, a distance of 18.69 feet to the POINT OF BEGINNING. Containing 4,859 Square Feet or 0.11 Acres more or less.

ACCESS & UTILITY EASEMENT: NON-EXCLUSIVE

AS SURVEYED

PROPERTY DESCRIPTION: NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED)

A 20 foot wide Non-Exclusive Access & Utility Easement, situated in the Northwest Quarter of 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, lying 10.00 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of Lot 1, PEMLAND ANNEX a subdivision in the city of Roeland Park, Johnson County, Kansas; thence North 87°22'21" East along the South line of said Quarter Quarter Section, a distance of 101.46 feet; thence North 02°00'00" West departing said South line, a distance of 299.35 feet; thence North 88°00'00" East, a distance of 20.00 feet to the POINT OF BEGINNING of said centerline; thence South 02°00'00" East, a distance of 78.17 feet; thence South 55°53'47" West, a distance of 33.60 feet; thence South 02°00'17" East, a distance of 106.07 feet; thence North 87°53'48" East, a distance of 230.11 feet; thence South 49°15'29" East, a distance of 26.10 feet; thence South 02°39'24" East, a distance of 77.31 feet to the North right of way line of Rosewood Drive and the POINT OF TERMINATION. Containing 11,027 Square Feet or 0.25 Acres more or less.

UTILITY EASEMENT "B": NON-EXCLUSIVE

AS SURVEYED

PROPERTY DESCRIPTION: NON-EXCLUSIVE UTILITY EASEMENT (AS SURVEYED)

A 15 foot wide Non-Exclusive Utility Easement, situated in the Northwest Quarter of 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, lying 7.50 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of Lot 1, PEMLAND ANNEX a subdivision in the city of Roeland Park, Johnson County, Kansas; thence North 87°22'21" East along the South line of said Quarter Quarter Section, a distance of 101.46 feet; thence North 02°00'00" West departing said South line, a distance of 299.35 feet; thence North 62°53'52" East, a distance of 41.41 feet to the POINT OF BEGINNING of said centerline; thence South 02°00'00" East, a distance of 38.74 feet; thence South 55°53'47" West, a distance of 8.85 feet to the East line of a 20 foot wide Access and Utility Easement and the POINT OF TERMINATION. Containing 714 Square Feet or 0.02 Acres more or less.

SURVEY PERFORMED FOR:



REV	DATE	DESCRIPTION	DRWN
2	8/07/2020	REVISED PER COMMENTS	BDH
3	8/19/2020	REVISED PER COMMENTS	BDH
4	8/25/2020	REVISED PER COMMENTS	BDH

SITE INFORMATION:

Name	ROELAND PARK COMMUNITY CENTER
BUN	827055
Address	4848 ROSEWOOD ROELAND PARK, KS 66205
County	JOHNSON COUNTY

SITE LOCATED IN:

Section 4, Township 12 South, Range 25 East

TOWER SURVEY

SHEET: LEGAL DESCRIPTIONS

UTILITY EASEMENT

THIS DOCUMENT PREPARED BY:

Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

AFTER RECORDING RETURN TO:

See **Exhibit “A”** for Legal Description and Tax Parcel Identification Number

GRANTOR: CITY OF ROELAND PARK, KANSAS

Address: 4600 West 51st St., Roeland Park, KS 66205

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

Address: 2000 Corporate Drive, Canonsburg, Pennsylvania 15317

Cross Reference: April 30, 1997 at Book 5175 Page 39; October 27, 2017 at Book 201710
Page 008951

CITY OF ROELAND PARK, KANSAS (hereinafter referred to as “Grantor”) for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto T-MOBILE USA TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter “Grantee”) a utility easement and right of way on, under, over and across the property more particularly described on Exhibit B-1 and Exhibit B-2 attached hereto (collectively, the “Easement Area”). The terms of this grant shall be as follows:

1. **Description of Easement.** Grantor grants and conveys unto Grantee, its successors and assigns, a non-exclusive, easement to install, replace and maintain utility wires, fiber, cables, conduits and pipes on, under, over and across the Easement Area (the “Easement”). During the period of installation, removal or replacement of utility facilities by Grantee within the Easement, Grantee shall have the right to use as temporary easements those areas of Grantor’s Property immediately adjacent to the Easement as may be reasonably necessary for Grantee’s construction, installation, removal or replacement of said facilities. All utility wires, fiber, cables, conduits and pipes within the Easement Area shall be installed and maintained in accordance with local codes and ordinances. Grantee will repair any damage to the Easement Area (or to improvements on the Easement Area) caused by Grantee, its agents, guests, licensees, and/or invitees. The purpose of this Easement shall be to provide fiber and other utility service to that certain portion of real property over which Grantee holds a leasehold interest for the operation of Grantee’s telecommunications tower and related facilities, as evidenced by that certain Memorandum of Agreement recorded on April 30, 1997 at Book 5175 Page 39 and by that certain Memorandum of Fourth Amendment to Site Agreement recorded on October 27, 2017 at Book 201710 Page 008951 in the official records of Johnson County, Kansas (the “Lease”). That portion of Grantor’s Property that is encumbered by the Lease is referred to as the “Leased Premises”. Grantor’s Property, of which the Easement Area is a part, is more particularly described on Exhibit A attached hereto.

2. **Term of Easement.** This Easement and Grantee’s rights and privileges hereunder shall continue as long as the Leased Premises is operated as a telecommunications facility.

3. **Grantee’s Right to Terminate.** Grantee shall have the right to terminate this Easement, at any time, without cause, by providing Grantor with one hundred eighty (180) days’ prior written notice. Upon such termination, this Easement shall become null and void and neither party shall have any further rights or duties hereunder.

4. **Removal of Obstructions.** Grantor shall not place or allow to be placed obstructions within the Easement Area or alter the Easement Area in such a way as to materially impair Grantee’s use of the Easement Area for its intended purposes. Grantee has the right to remove obstructions, which may encroach upon, interfere with or present a hazard to Grantee’s use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

5. **Entire Agreement.** Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute,

controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

6. **Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter.

7. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

8. **Counterparts.** This Easement may be executed in counterparts, which taken together, shall be considered on and the same agreement.

9. **Applicable Law.** This Easement shall be construed shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be Johnson County, Kansas.

10. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be transferable, assignable, inheritable, divisible and apportionable. In addition, Grantee has the right, within its sole discretion, to grant sub-easements or licenses over any portion of the Easement Area. Any such transfer shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

11. **Covenant Running with the Land.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Grantee's rights hereunder.

12. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation."

[Execution pages follow]

IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Easement as of the _____ day of _____, 2020.

GRANTOR:
CITY OF ROELAND PARK, KANSAS

By: _____

Print Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, known or identified to me to be the person whose name is subscribed to the foregoing Utility Easement, and in due form of law acknowledged that he/she signed this instrument as his/her free and voluntary act for the uses and purposes mentioned in this instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

(Signature of Notary)

Print Name: _____

Notary Public, State of _____, County of _____

My Commission Expires: _____

GRANTEE:

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

By: CCTMO LLC, a Delaware limited liability company

Its: Attorney In Fact

By: _____

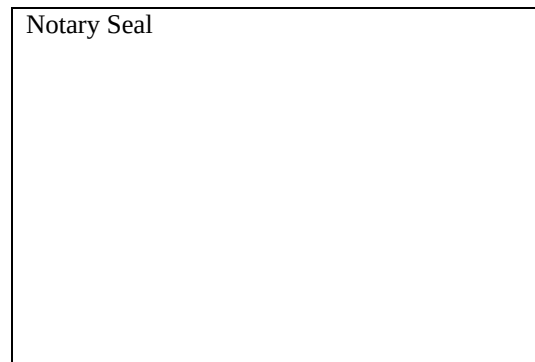
Print Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____ 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of CCTMO LLC, known or identified to me to be the person whose name is subscribed to the foregoing Utility Easement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



(Signature of Notary)

Print Name: _____

Notary Public, State of _____, County of _____

My Commission Expires: _____

EXHIBIT A
(Grantor's Property)

ALL THAT part of the Northwest Quarter of Section 4, Township 12, Range 25 East, in the City of Roeland Park, Johnson County, Kansas 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.

LESS AND EXCEPT that portion of the premises conveyed to Johnson County Park and Recreation District in a Kansas Special Warranty Deed dated December 4, 1996 and recorded December 4, 1996 in Book 5052 Page 444, and corrected December 18, 1996 in Book 5064 Page 174, 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.

Tax Property ID: PF251204-1003

KS Uniform Parcel: 0460620402002028000

Common Address: 4848 Rosewood, Roeland Park, KS 66205

Site Name: Roeland Park Community
Business Unit #: 827055

EXHIBIT B-1
(Description of Easement Area A)

[see attached]

ROELAND PARK COMMUNITY CENTER
BUN: 827055

PROPERTY DESCRIPTION: NON-EXCLUSIVE UTILITY EASEMENT "A" (AS SURVEYED)

A 7.50 foot wide Non-Exclusive Utility Easement, situated in the Northwest Quarter of 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, more particularly described as follows:

COMMENCING at the Southeast corner of Lot 1, PEMLAND ANNEX a subdivision in the city of Roeland Park, Johnson County, Kansas; thence North 87°22'21" East along the South line of said Quarter Quarter Section, a distance of 101.46 feet; thence North 87°22'21" East continuing along said South line, a distance of 213.04 feet to the POINT OF BEGINNING; thence North 02°37'39" West, departing said South line, a distance of 7.50 feet; thence South 87°22'21" West, a distance of 307.00 feet; thence North 02°37'39" West, a distance of 192.30 feet, thence North 55°53'47" East, a distance of 125.31 feet to the West line of a 20' wide access and utility easement; thence South 02°00'00" East, along said West line a distance of 8.85 feet; thence South 55°53'47" West, departing said west line, a distance of 116.40 feet; thence South 02°37'39" East, a distance of 180.59 feet; thence North 87°22'21" East, a distance of 318.18 feet to the West line of said access and utility easement; thence South 02°39'24" East, along said West line, a distance of 15.00 feet to the North right-of-way line of Rosewood Drive, said North right-of-way line also being the South line of said Quarter Quarter Section; thence South 87°22'21" West, along said South line, a distance of 18.69 feet to the POINT OF BEGINNING. Containing 4,859 Square Feet or 0.11 Acres more or less.

City of Roeland Park
KS Uniform Parcel No.: 0460620402002028000
Deed: Doc. No. 2346162, Book 4210, Page 434

Given under my hand and seal _____


BRADLEY D. HARKIN
KS-LS1604

DATE: 9-2-2020

EXHIBIT B-2
(Description of Easement Area B)

[see attached]

ROELAND PARK COMMUNITY CENTER
BUN: 827055

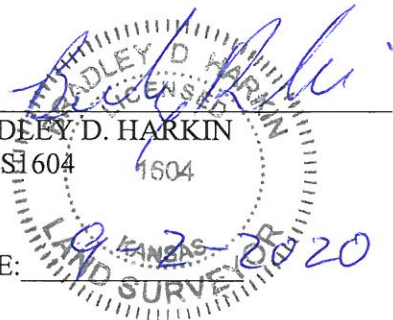
PROPERTY DESCRIPTION: NON-EXCLUSIVE UTILITY EASEMENT "B" (AS SURVEYED)

A 15 foot wide Non-Exclusive Utility Easement, situated in the Northwest Quarter of 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, lying 7.50 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of Lot 1, PEMLAND ANNEX a subdivision in the city of Roeland Park, Johnson County, Kansas; thence North $87^{\circ}22'21''$ East along the South line of said Quarter Quarter Section, a distance of 101.46 feet; thence North $02^{\circ}00'00''$ West departing said South line, a distance of 299.35 feet; thence North $62^{\circ}53'52''$ East, a distance of 41.41 feet to the POINT OF BEGINNING of said centerline; thence South $02^{\circ}00'00''$ East, a distance of 38.74 feet; thence South $55^{\circ}53'47''$ West, a distance of 8.85 feet to the East line of a 20 foot wide Access and Utility Easement and the POINT OF TERMINATION. Containing 714 Square Feet or 0.02 Acres more or less.

City of Roeland Park
KS Uniform Parcel No.: 0460620402002028000
Deed: Doc. No. 2346162, Book 4210, Page 434

Given under my hand and seal _____


BRADLEY D. HARKIN
KS-LS1604 1604
DATE: 09-28-20

Item Number: New Business- VIII.-E.
Committee 9/8/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/8/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Adopt Roeland Park Moving Forward - 2040 Comprehensive Plan Update**
Item Type:

Recommendation:

To review the updates and adopt the draft Comprehensive Plan - Roeland Park Moving Forward 2040 in addition to what was approved by the Planning Commission on June 23, 2020.

Details:

At the 8/17 workshop, Chris Shires with Confluence reviewed some suggested updates for the Comprehensive Plan in response to some of the concerns raised by various council members. Those updates are listed below as detailed in the previous staff report and included in the attached revised comp plan. Those updates are highlighted in yellow on pages 63, 67, 70, 72, and 74.

Page 63 speaks to bulk regulations and includes additional recommendations on impervious surface restrictions and lot merger regulations. Page 67 adds additional ideas on incentivizing and educating on universal design. Pages 70-74 update the implementation plan regarding aging in place, affordable housing options, and achieving sustainability goals in Roeland Park.

Chris will be available to review these updates and answer any questions. Please note, everything in the Comprehensive Plan is not in effect until the City approves policy or adopts ordinance changes to make it so.

From 8/17/20 Workshop

The City hired the consultants Confluence to provide a full-scale review and update of the City's Comprehensive Plan, the primary planning document for the City's land use and zoning. In addition to the standard review, the Council elected to have the consultants also look at the possibility of including residential design standards and universal design elements for residential new builds and substantial reconstructions.

This process began in August 2019 and the primary committee working on reviewing the plan was the Planning Commission. The process included several public meetings and workshops, stakeholder interviews and a community survey. The attached draft of the Comprehensive Plan is the reflection of nearly a year of work on behalf of the Planning Commission, City staff and the consultants to develop a document that reflects the input of residents, builders, business owners, and civic leaders. The plan went through several iterations based upon feedback Confluence received on the various components.

Following a presentation by consultant team members Chris Cline, Chris Shires, and Marshall Allen at the July 20, 2020 City Council Workshop, the Council passed a motion to bring this item back to a future meeting for continued review and discussion. Attached is a copy of the draft plan (dated 07-20-2020) and the presentation made at this meeting.

The following are some options for the Council's consideration in response to questions raised concerning residential design and universal design standards and comments on goals, policies, and action items related to affordable housing, the environment and sustainability, and being a community for all ages.

RESIDENTIAL DESIGN STANDARDS - ADDITIONAL OPTIONS

Update Open Space Definition and/or Increase the Standard

City code currently requires residential properties have a minimum of 55% of lot area as a permeable or uncovered surface (pervious).

- This definition could be clarified that this area cannot be covered by any accessory structure, including sheds, garages, play structures, pools, etc.
- This standard could further be increased to 60% or 65%.

For reference, the following is the results of an analysis conducted by the city staff in 2018, comparing the average impervious area of existing single-family homes with new development.

Existing Single-Family Homes

Average single-family lot size: 9,671 sq. ft.

Average impervious surface (excluding ROW surface): 2,055 sq. ft.

Average impervious surface percentage: 21%

Newly Developed Single-Family Homes

Average single-family Lot Size: 9,913 sq. ft.

Average impervious Surface (excluding ROW surface): 2,900 sq. ft.

Average impervious surface percentage: 30%

Restrict Overall Home Sizes by Regulating Lot Mergers

In lieu of or as a supplement to a floor area ratio (FAR) requirement proposed in the draft plan (see page 63), the City could adopt standards for lot joining/merging requiring that no building can be constructed over/across any property or lot line unless approved for merger via a lot-tie agreement or replatted, subject to the following:

- Does not create a through lot, meaning it cannot allow street access from the front and rear yards.
- The new lot width is not 50% larger than the average lot width of the properties within 200 feet
- The lot merger does not result in the total square footage of the new lot being 50% larger than the average square footage of the properties within 200 feet.
- Exception: Lot merger/replatting maybe approved if the resulting merged lot is no greater than 100 feet in width (*or other minimum lot width and lot size standard*).

The above is based on regulations found in the subdivision regulation from Fairway, KS.

UNIVERSAL DESIGN STANDARDS - EXPANDED/MODIFIED TEXT

The following new text in **red** below could be added to the Universal Design section, found on page 67 of the draft document.

Educate

- Awareness Campaign: Develop an awareness campaign (website/mailers/social media posts).
- Educational Materials: Create handout material and website reference/resource links geared towards homeowners, re-modelers, builders and developers.
- Informational Classes: Coordinate separate informational/instructional classes for homeowners and builders.

Incentivize

- Forgivable Loans or Grants: Offer forgivable loans or grants for homeowners making universal design improvements.
- Grant Funding: When applying for development grants, incorporate requirements for the use of universal design principals. Tie city incentives or local matches to inclusion of universal design principals.
- Update of Zoning Code: Consider creating density bonuses for multi-family residential developments, via a Special Use Permit process, and/or a reduction in permit fees to builders utilizing universal design principals. Update the zoning code to allow the above density bonuses and other minor deviations from the zoning code regulations to support universal design improvements.
- Waive or Reduce City Fees: Waive or reduce building permit fees and other development fees for construction projects that incorporate universal design elements.

Lead by Example

- Require Universal Design be Applied to City Projects: When substantially renovating (60% or more of the building) or constructing a new city-owned facility, the City should consider including

universal design elements to lead by example and provide physical examples of buildings that employed universal design.

ADDITIONAL GROWTH & DEVELOPMENT / LAND USE ACTION ITEM FOR COMMUNITIES FOR ALL AGES INITIATIVES

The following new Action Item in red text below could be added to Goal 1 found on page 70 of the draft plan document.

GOAL 1: Protect Roeland Park residents through thoughtful land use decisions.

Action 3: Continue to implement the policies and action steps to be a community for all ages.

ADDITIONAL HOUSING ITEM TO PROMOTE AFFORDABLE HOUSING

The following new Action Item in red text below could be added to Goal 1 found on page 71 of the draft plan document.

GOAL 1: Preserve existing high-quality neighborhood housing while encouraging diversity of housing options

Action 3: Consider updating the zoning code regulations to allow accessory dwelling units on single family residential lots in order to promote affordable housing.

Details:

- Approved by right or by special use permit.
- May be a separate structure or otherwise attached to or contained within the existing residential structure.
- May require the property owner reside in either the principal dwelling or the accessory unit.
- Can require separate entryway, kitchen, and adequate off-street parking.
- May require the modification of any FAR regulation and open space standard - or - may be limited to larger lots where adequate open space, setbacks, and off-street parking can be maintain/provided.

ADDITIONAL NATURAL RESOURCES & ENVIRONMENT GOAL, POLICIES, AND ACTION ITEMS

The following new Goal, Action Items, and Policies, in red text below, could be added to the Natural Resources & Environment section found on page 73 of the draft plan document.

Goal 2: Promote environmental best practices and support sustainability efforts in Roeland Park.

Action Item 1: Evaluate the installation of photovoltaic power generating systems on city-owned facilities.

Action Item 2: Assess options for reducing the city's carbon footprint by upgrading city-owned building HVAC and lighting systems with higher energy efficient equipment. Continue with the process of switching city fleet vehicles to all-electric when possible.

Action Item 3: Develop a plan that identifies green infrastructure projects throughout the city.

Policy 1: Continue to support and promote the inclusion of photovoltaic power generating systems on residential, institutional, commercial, and industrial buildings of all sizes.

Policy 2: Continue to implement strategies as suggested in the Climate Action KC Playbook.

Financial Impact

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

Additional Information

The proposed Comprehensive Plan reinforces the Strategic Plan and can serve as the basis for future strategic plan priorities and initiatives.

How does item relate to Strategic Plan?

The proposed Comprehensive Plan supports the goals, policies, and action steps of the necessary to be a community for all ages specifically related to public outdoor spaces and recreation, housing, and mobility.

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
☐ Comp Plan Presentation	Cover Memo
☐ Comp Plan Draft - Final 9.8.2020	Exhibit

CITY COUNCIL WORKSHOP

Roeland Park Comprehensive Plan Update

July 20, 2020

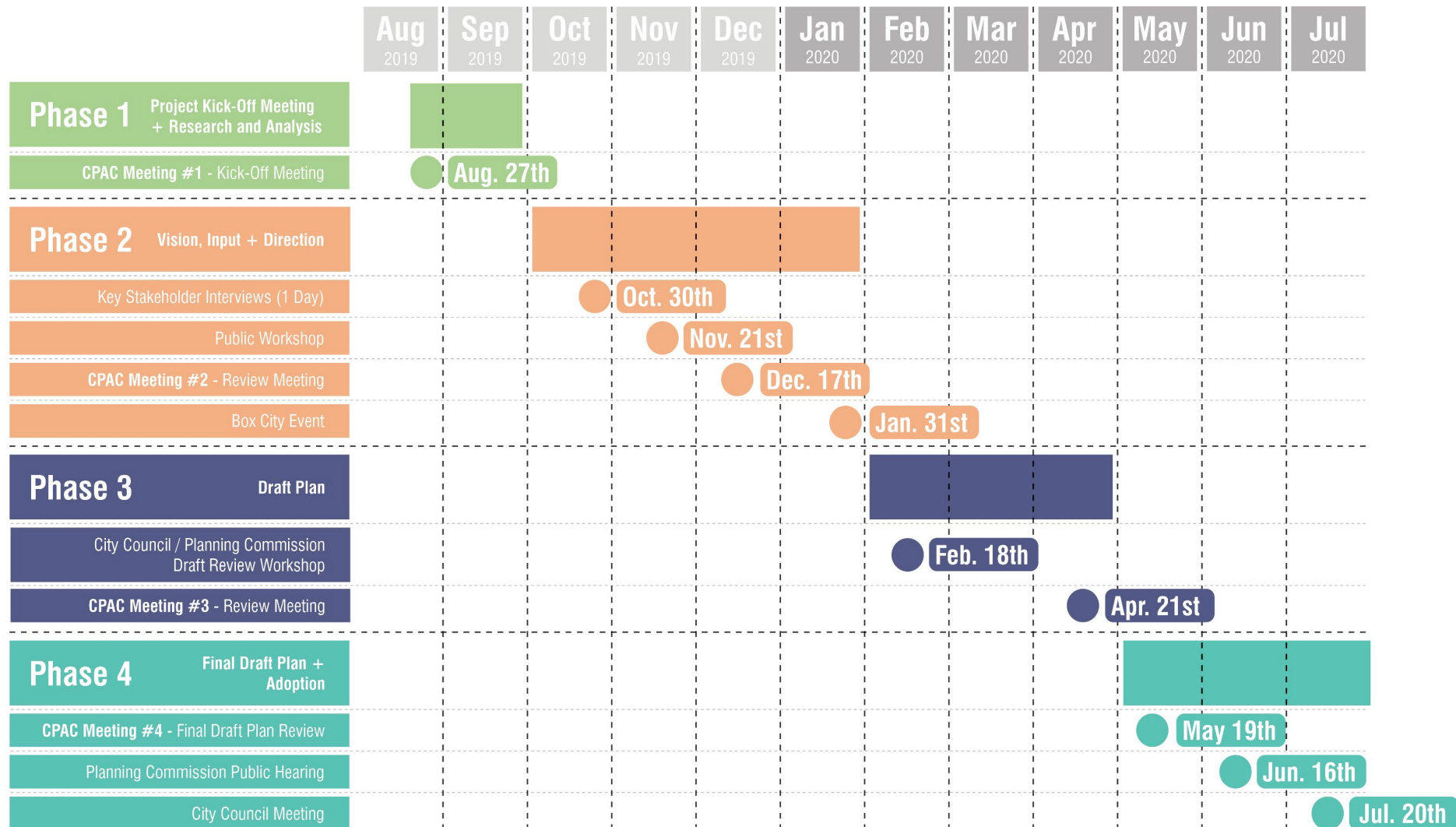
CONFLUENCE



PRESENTATION OUTLINE

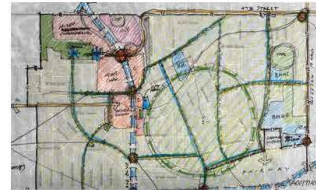
- Comprehensive Plan Process Recap
 - Plan Chapter Overview
 - Residential Design Discussion
 - Goals, Policies and Action Items Review
-

COMPREHENSIVE PLAN PROCESS RECAP



CHAPTER OVERVIEW

1. Community Vision
2. Community Profile
3. Public Participation
4. Land Use Development Plan
5. Residential Design and Universal Design Standards
6. Implementation

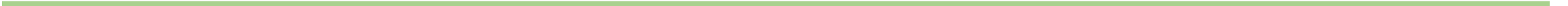


ROELAND PARK

MOVING FORWARD **2040**

1

COMMUNITY VISION



CHAPTER OVERVIEW

1. COMMUNITY VISION

Comprehensive Plan Overview

Planning Process

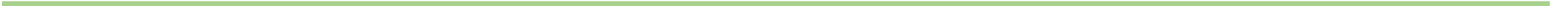
Plan Components

- Future Land Use and Development Plan
- Implementation Plan
- Residential Design Standards
- Universal Design



2

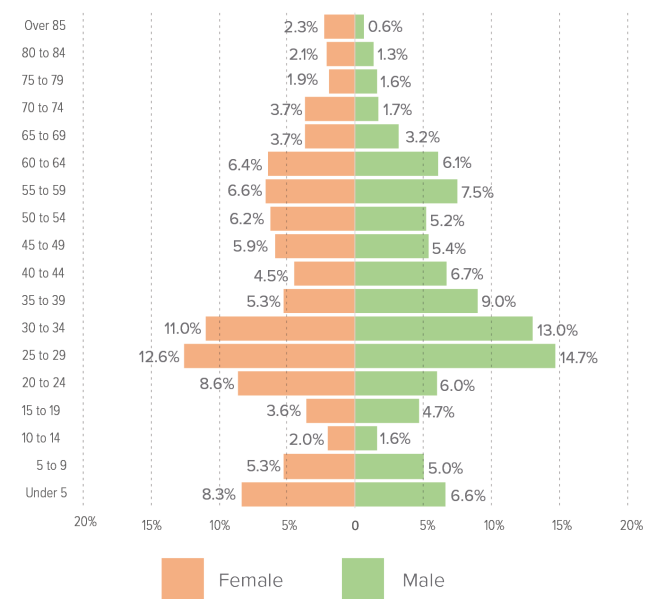
COMMUNITY PROFILE



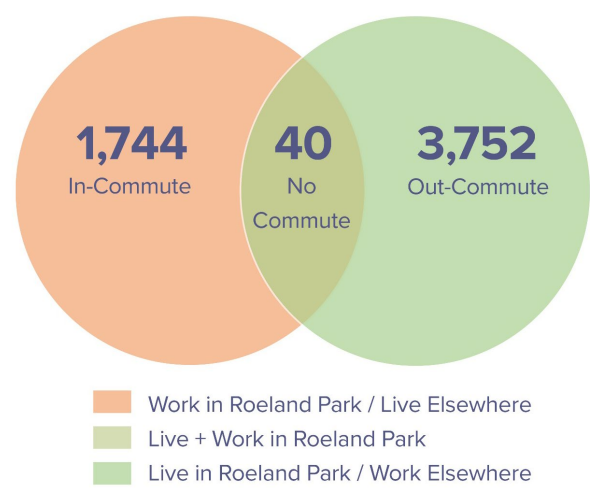
CHAPTER OVERVIEW

2. COMMUNITY PROFILE

- Current Demographic Profile
- Current Employment & Industry Profile
- Growth and Development

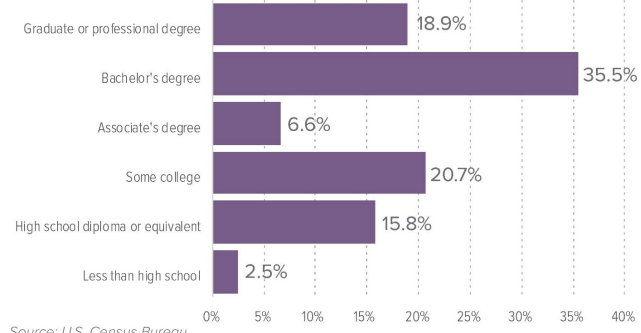


Source: U.S. Census Bureau



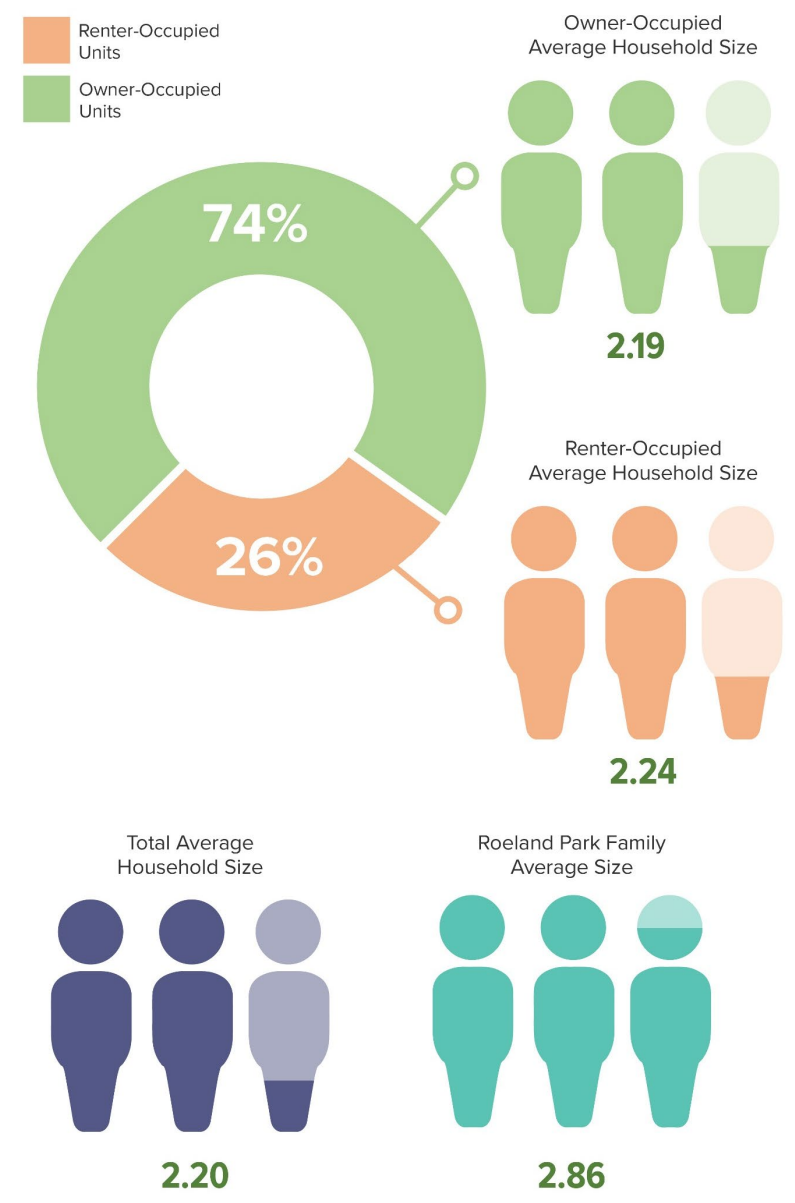
Source: LEHD 2017 / U.S. Census

Figure 2.10 - Educational Attainment, Population Age 25+, Roeland Park (2018)



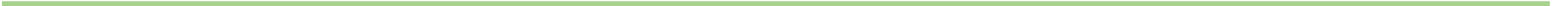
Source: U.S. Census Bureau

Figure 2.4 - Households and Families, Roeland Park (2018)



3

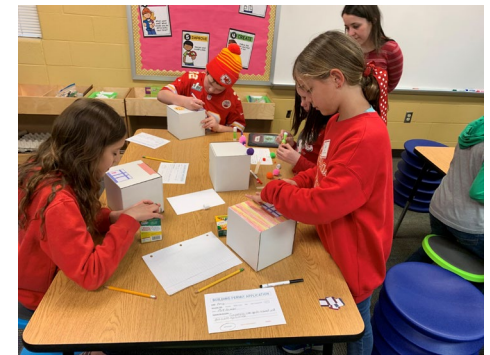
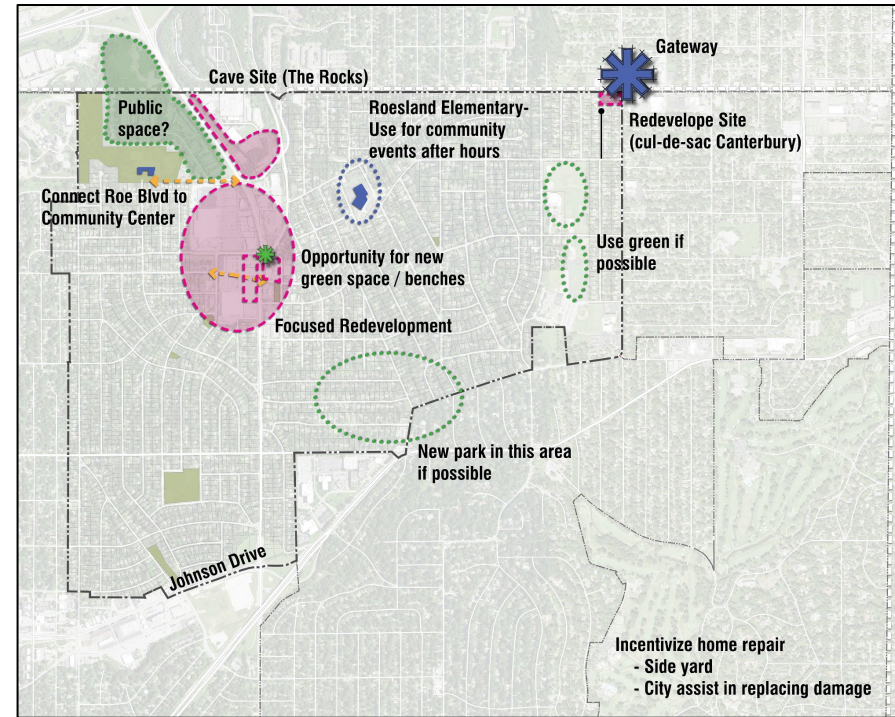
PUBLIC PARTICIPATION



CHAPTER OVERVIEW

3. PUBLIC PARTICIPATION

- Comprehensive Plan Advisory Committee
- Communication Plan + Project Branding
- Key Stakeholder Interviews
- Public Workshop
- Box City Event
- Community Survey
- Joint Workshop
- **The input we received, drove the plan's recommendations**



ROELAND PARK COMPREHENSIVE PLAN
Roeland Park, Kansas

Dear Friend/Family,
It is the year 2040 and you should visit me here in Roeland Park because...
It's a vibrant community with beautiful public art, locally-owned businesses including stores and restaurants and restored vintage homes. It's also a diverse and positive community with cool parks and other community spaces.

PLACE STAMP HERE

ROELAND PARK
MOVING FORWARD 2040

One Big Dream

One Big Fear



4

LAND USE DEVELOPMENT PLAN

CHAPTER OVERVIEW

4. LAND USE DEVELOPMENT PLAN

Existing Land Use

Strategic Opportunities Plan

Roe Boulevard and Johnson Drive Corridor Plan Overview

Future Land Use Definitions

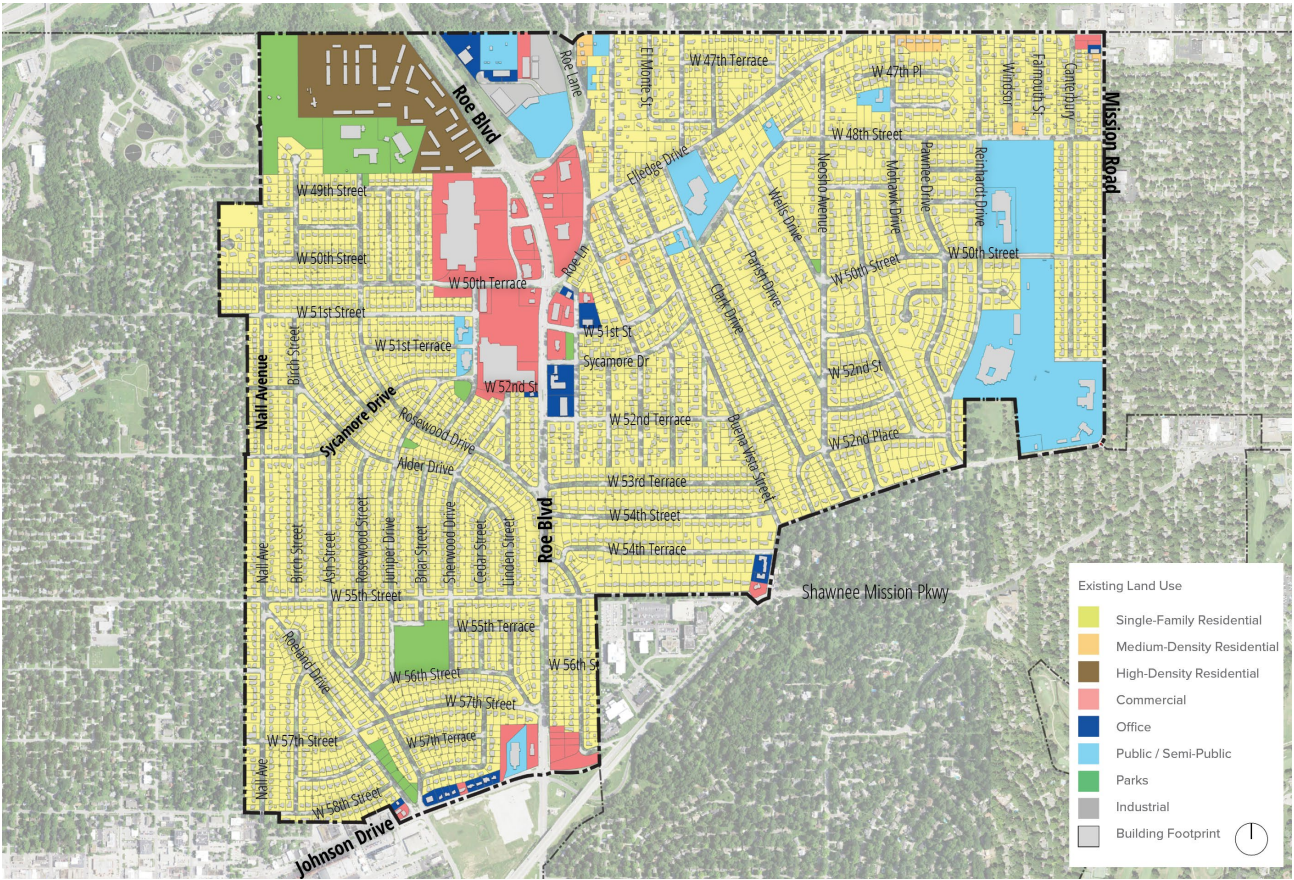
Future Land Use Plan

Land Use to Zoning Compatibility Matrix

Table 4.1 - Roeland Park Existing Land Use Composition (2020)

Existing Land Use	Acres	Share (%)
Single-Family Residential	636.1	75.7%
Public & Semi-Public	68.7	8.2%
Commercial	52.6	6.3%
High-Density Residential	30.1	3.6%
Parks	29.6	3.5%
Office	14.2	1.7%
Medium-Density Residential	3.7	0.4%
Industrial	5.4	0.6%
TOTAL	840.4	100.0%

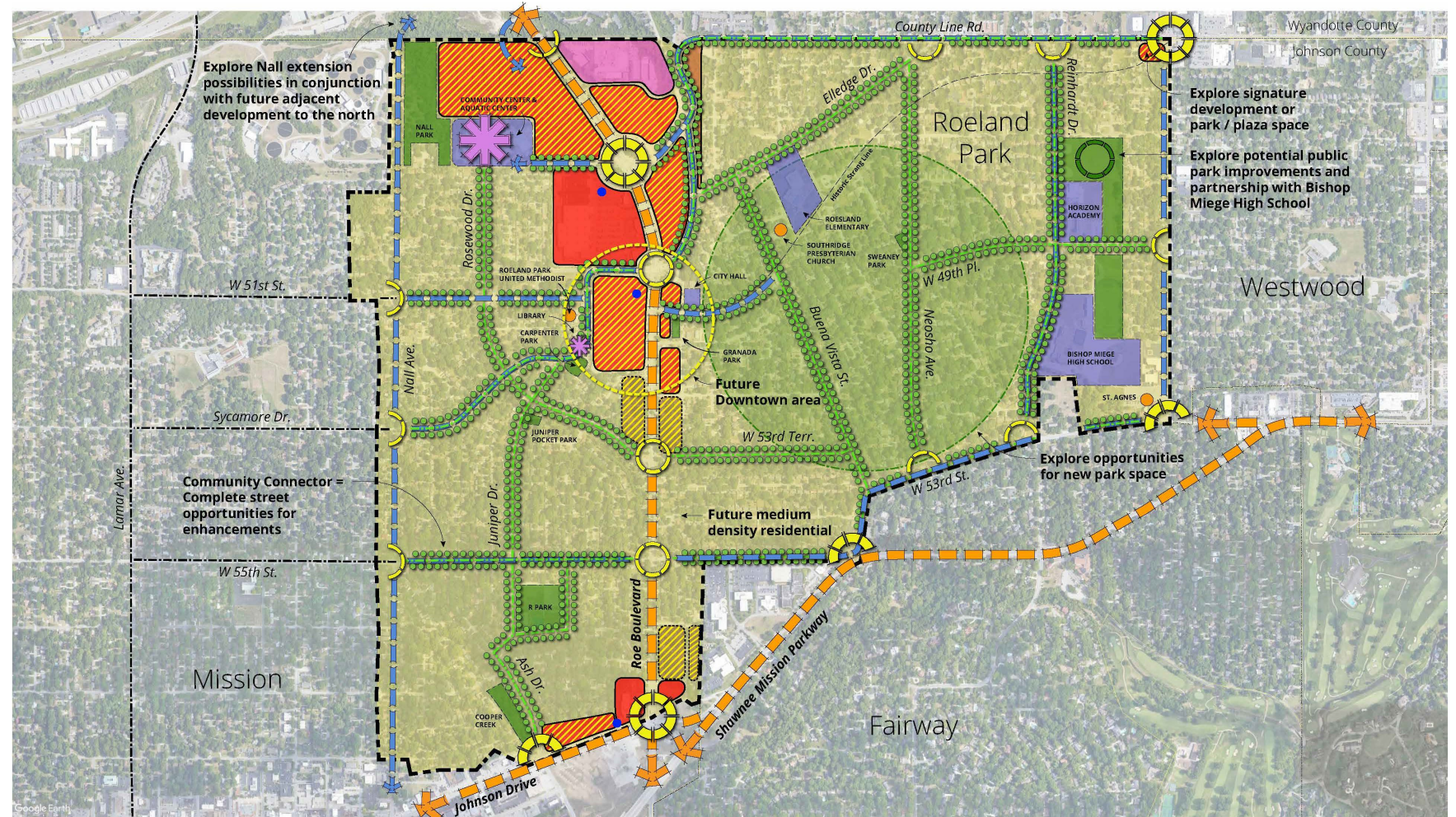
Source: Confluence with inputs from Johnson County and the City of Roeland Park



CHAPTER OVERVIEW

4. LAND USE DEVELOPMENT PLAN

Strategic Opportunities Plan



CHAPTER OVERVIEW

4. LAND USE DEVELOPMENT PLAN

Future Land Use Categories

Low-Density Residential

Medium-Density Residential

High-Density Residential

Mixed-Use Commercial

Commercial

Industrial

Public & Semi-Public

Parks & Open Space

High-Density Residential

The High-Density Residential future land use category is set aside for areas with densities of 10 or more dwelling units per acre. The category should mainly be composed of apartments or condominiums with some townhomes/rowhouses when appropriate. The housing is meant to provide alternative housing for all age groups as well as serve as transitional housing for new residents. Development within the category may also include religious, educational, institutional uses, manufactured housing developments, childcare centers, and public and private recreational areas.



Figure 4.14 - Examples of High-Density Residential

ROELAND PARK, KANSAS

Mixed-Use Commercial

The Mixed-Use Commercial future land use category is designed for areas to be developed at a higher, more urban density with multi-story buildings with a combination of residential (10+ dwelling units per acre), retail and office uses either as mixed-use buildings or single-use buildings as part of a mixed-use development. Generally for mixed-use buildings, retail or office uses will occupy the first floor with residential located on the floors above. The type of residential included in this land use category are typically higher density apartments, condominiums or townhomes / rowhouses. Entertainment uses are also commonly found in mixed-use commercial areas. This land use is typically found near other commercial nodes, along major arterial streets or at key intersections in a community.



Figure 4.15 - Examples of Mixed-Use Commercial

CHAPTER OVERVIEW

4. LAND USE DEVELOPMENT PLAN

Future Land Use Plan

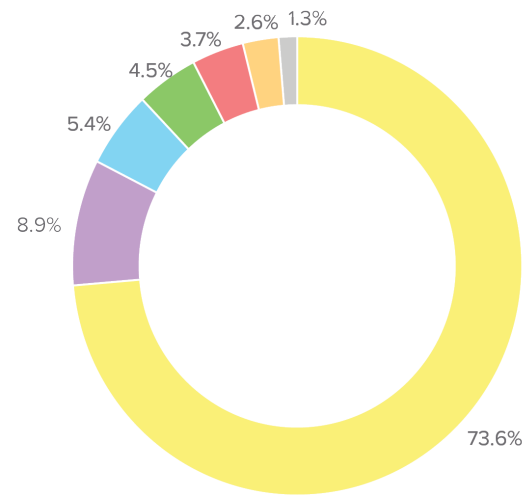
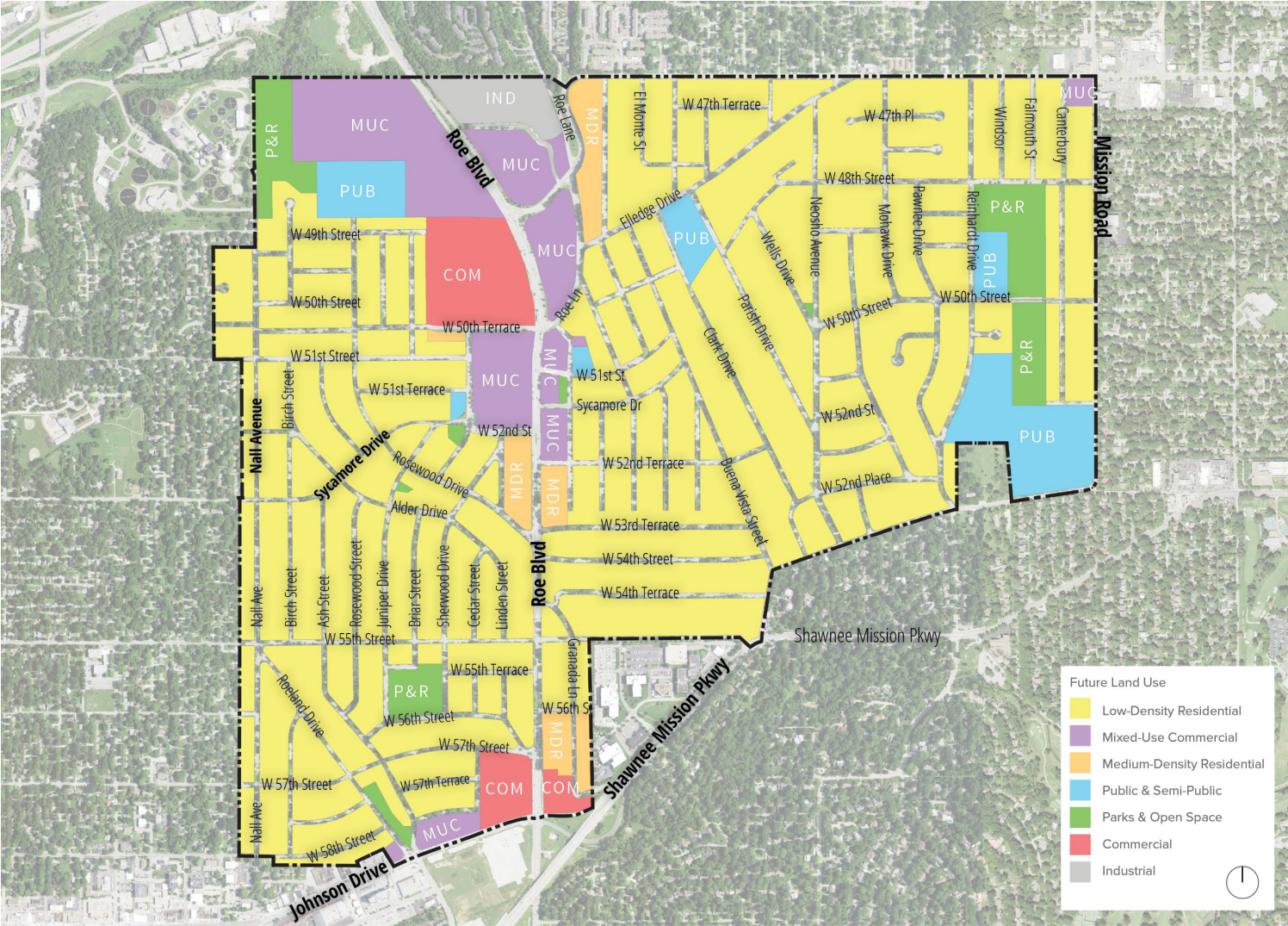


Table 4.2 - Future Land Use Composition

Future Land Use	Acres	Share (%)
Low-Density Residential	624.7	73.6%
Mixed-Use Commercial	75.4	8.9%
Public & Semi-Public	45.7	5.4%
Parks & Open Space	37.8	4.5%
Commercial	31.7	3.7%
Medium-Density Residential	21.8	2.6%
Industrial	11.2	1.3%
TOTAL	841.9	100.0%



5

RESIDENTIAL DESIGN AND UNIVERSAL DESIGN STANDARDS

CHAPTER OVERVIEW

5. RESIDENTIAL DESIGN STANDARDS

Bulk Regulations

Keep bulk standards the same but consider expanding the 35 ft as max height limit to apply to all sides and not just the front yard elevation.

Floor Area Ratio (FAR)

Add a FAR requirement between 0.45 and 0.50 to further limit the bulk of a new home on a large lot. This area calculation includes un-finished basements and attached garages.

As an alternative, this FAR requirement could be set to only apply on larger lots – such as lots that are greater than 10,000 square feet in area.



CHAPTER OVERVIEW

5. RESIDENTIAL DESIGN STANDARDS



CHAPTER OVERVIEW

5. RESIDENTIAL DESIGN STANDARDS

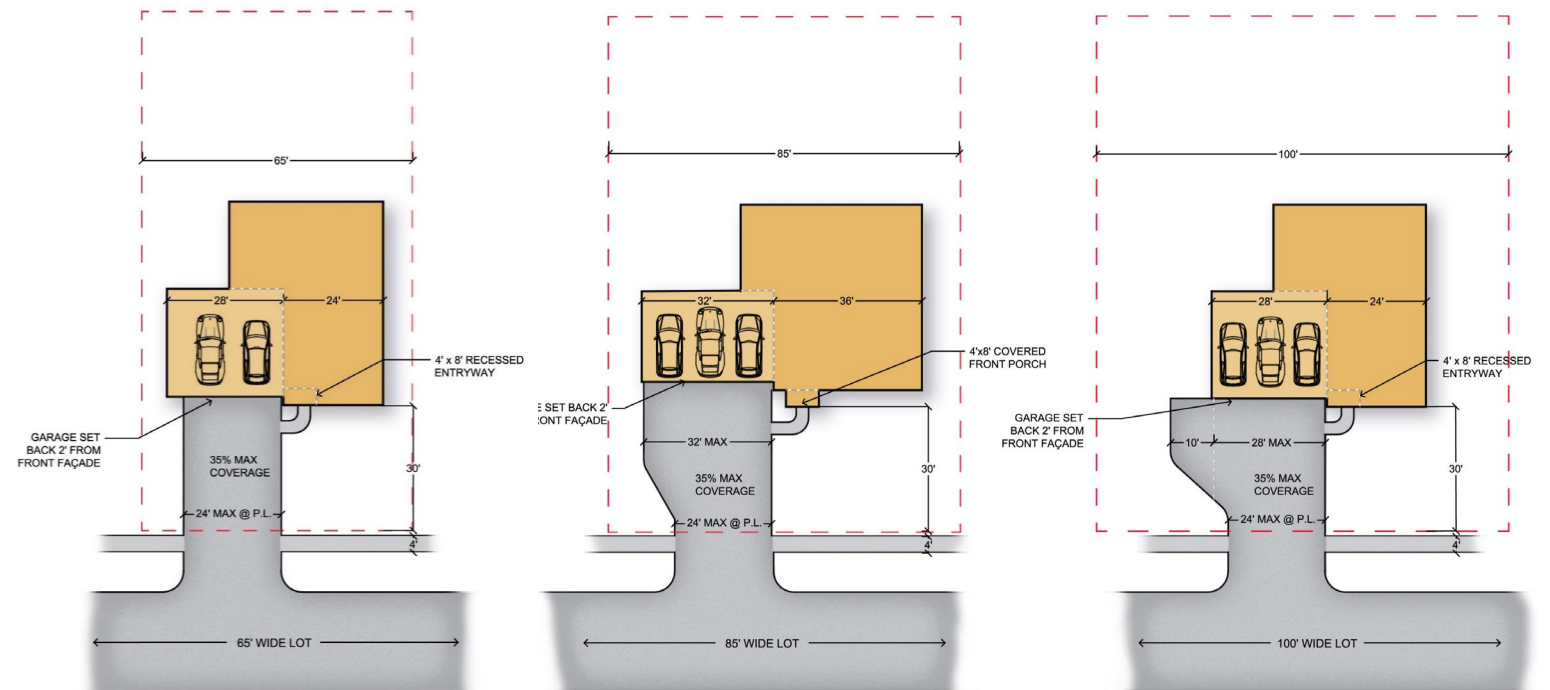


CHAPTER OVERVIEW

5. RESIDENTIAL DESIGN STANDARDS

Street Facing Garage Door Standards

Street facing garage doors that either exceed 50% of the width of the street-facing façade or have a combined total width of 30-ft shall be architecturally treated and setback a minimum 2-ft from the front façade of the house.



CHAPTER OVERVIEW

5. RESIDENTIAL DESIGN STANDARDS

Exterior Building Materials

No specific standards for exterior materials except that quality exterior grade material required.

Acceptable materials include but are not limited to exterior grade/rated:

- Brick and stone veneer
- Stucco – traditional Portland based
- Wood – panels, siding and trim
- Cement fiberboard and composite wood – panels, siding and trim
- Vinyl and approved metal siding and trim
- Exterior Insulation and Finish System (EIFS) – water managed
- Glass windows and doors, and glass block
- Concrete block and cast-in-place concrete – foundation walls only
- Roofing materials include:
 - Laminate style asphalt shingles (architectural asphalt shingles)
 - Standing seam metal roofing
 - Slate and tile (including synthetic and composite)



CHAPTER OVERVIEW

5. RESIDENTIAL DESIGN STANDARDS

Wall and Roof Articulation

Long blank walls and roof lines shall not be permitted. The walls and roofs on all sides of each building shall be broken up by a combination of methods including window and door openings, dormers, changes in the roof and wall plans, wall and roof projections and off-set, and changes in exterior building materials.



CHAPTER OVERVIEW

5. RESIDENTIAL DESIGN STANDARDS

Windows

All street facing facades shall include window openings that comprise at least 10% of the façade area.



CHAPTER OVERVIEW

5. RESIDENTIAL DESIGN STANDARDS

Driveways

Maintain 35%-yard area coverage limit for driveways and parking and 2-ft setback requirement.

Driveways Widths

Add limit that driveways shall be no greater than 24-feet wide or the width of a garage door opening that faces the street, whichever width is greater, and shall taper to no greater than 24-feet in width at the street right-of-way line.

Additional parking of vehicles may be permitted on a surfaced area off to one side of a driveway. This auxiliary parking area shall be no more than 10-feet in width and shall not encroach into the right-of-way.



CHAPTER OVERVIEW

5. UNIVERSAL DESIGN STANDARDS

Educate

- Develop an aware campaign (website/mailers/social media posts).
- Create handout material and website reference/resource links geared towards homeowners, re-modelers, builders and developers.
- Coordinate separate information/instructional classes for homeowners and builders.

Incentivize

- Offer forgivable loans or grants for homeowners making UD improvements.
- Consider density bonuses, via a Special Use Permit process and/or a reduction in permit fees to builders utilizing UD principals.
- Tie city incentives to inclusion of UD principals.
- Update city code to allow the above density bonuses and other minor deviations from the zoning code regulations to support UD improvements.

UNIVERSAL DESIGN PRINCIPLES

Principle 1

Equitable Use

The design is useful and marketable to people with diverse abilities.

Principle 2

Flexibility in use

The design accommodates a wide range of individual preferences and abilities.

Principle 3

Simple and Intuitive Use

Use of the design is easy to understand, regardless of the user's experience.

Principle 4

Perceptible Information

The design communicates necessary information effectively to the user.

Principle 5

Tolerance of Error

The design minimizes hazards and the adverse consequences of unintended actions.

Principle 6

Low Physical Effort

The design can be used efficiently and comfortably and with a minimum of fatigue.

Principle 7

Size / Space for Approach / Use

Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture or mobility.

6

IMPLEMENTATION



CHAPTER OVERVIEW

6. IMPLEMENTATION

Implementation Matrix Definitions

Goals – Objectives or aims which may be broad or specific that define the implementation themes.

Policies – on-going principles by which the city should adhere when approving new development or planning future public infrastructure investments.

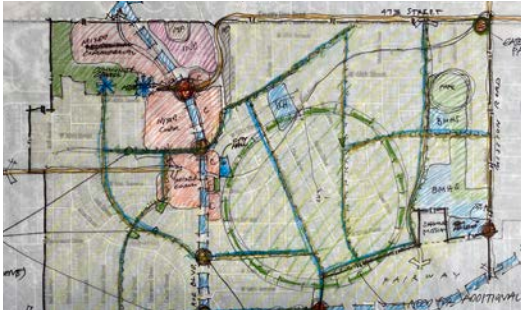
Action Items – Specific steps and activities the city should take.

NO.	POLICY	NO.	ACTION ITEM	TERM	TIMEFRAME
GROWTH & DEVELOPMENT / LAND USE					
GOAL 1	Protect Roeland Park residents through thoughtful land use decisions				
P1	Protect existing single-family residential neighborhoods through the use of land use buffers, traffic calming measures and investments in infrastructure	-	-	-	-
P2	Discourage new single-family residential growth along major thoroughfares such as Roe Boulevard and Johnson Drive	-	-	-	-
P3	Encourage commercial and mixed-use development only in areas identified on the Future Land Use Plan	-	-	-	-
GOAL 2	Continue to strengthen and improve the character and image of Roeland Park through quality civic and commercial spaces				
P1	Require new higher-density development to provide open space for public gatherings	A1	<i>Collaborate with and assist the property owner to explore options to redevelop parcel at W 47th Street and Mission Road with a high quality use that compliments the revitalization already occurring in the 47th Street corridor</i>	Short	1-3 yrs.
P2	Encourage new commercial and public development and redevelopment to be pedestrian friendly through sidewalk/trail connections, bike racks, and pedestrian amenities	A2	<i>Establish community gateways along primary arterials along with unique street and wayfinding signs to announce the arrival into the City of Roeland Park. This will advance the City's branding plan</i>	Medium	3-6 yrs.
P3	Continue to encourage and support incorporation of public art in city owned facilities and spaces	A3	<i>Promote and inform residents and visitors to important historical features of the community such as the former Strang Interurban Rail Line and the Santa Fe Trail as elements unique to Roeland Park as a continuing effort to improve branding and identity opportunities for the city</i>	Long	6+ yrs.

NO.	POLICY	NO.	ACTION ITEM	TERM	TIMEFRAME
GROWTH & DEVELOPMENT / LAND USE CONT.					
GOAL 3	Foster and promote mixed-use development in key areas of the community				
P1	Use local tax resources and financial incentives to attract new local businesses to mixed-use commercial areas	A1	<i>Perform regular economic studies to show viability of new commercial and mixed-use developments</i>	Medium	3-6 yrs.
P2	Encourage redevelopment of commercial properties along Johnson Drive to attract mixed-use developments and serve as a gateway into Roeland Park	A2	<i>Create an urban center along Roe Boulevard by promoting mixed-use and commercial developments</i>	Long	6+ yrs.
GOAL 4	Support sustainable development and growth in Roeland Park				
P1	Encourage the use of Universal Design Principals for new construction and redevelopment	A1	<i>Create appropriate tools to incentivize the Universal Design Principals (Density bonus, rebate, etc.)</i>	Short	1-3 yrs.
P2	Require new development and redevelopment to incorporate green infrastructure into their site design	A2	<i>Promote infill and housing rehabilitation of existing properties and vacant lots</i>	Medium	3-6 yrs.
P3	Allow medium and high-density residential development in key areas of the community as identified on the future land use plan	-	-	-	-
HOUSING					
GOAL 1	Preserve existing high quality neighborhood housing while encouraging diversity of housing options				
P1	Encourage senior housing options in Roeland Park	A1	<i>Adopt updated residential design standards to promote best practices for the redevelopment of older homes or infill development</i>	Short	1-3 yrs.

NO.	POLICY	NO.	ACTION ITEM	TERM	TIMEFRAME
HOUSING CONT.					
P2	Continue to offer financial incentives for home improvement through programs such as the Neighbors Helping Neighbors Program, Community Revitalization Program, the Johnson County Homebuyer Assistance Program and other similar programs	A2	Continue to encourage and educate homeowners about housing rehabilitation and improvement options with resources such as the Mid-America Regional Council's First Suburbs Coalition Idea Book	Medium	3-6 yrs.
P3	Properly maintain street trees in existing residential neighborhoods	-	-	-	-
P4	Ensure street and pedestrian connections between existing and new residential development through the use of sidewalks, trails or streetscapes	-	-	-	-
PARKS & RECREATION					
GOAL 1	Continue to provide a high level of service for parks and recreation in Roeland Park				
-	-	A1	Review and consider updating the 2010 Roeland Park Parks Master Plan	Short	1-3 yrs.
-	-	A2	Increase trail access and connectivity in Roeland Park including creating links to other communities as reflected in the Sidewalk and Bikeway Master Plan	Short	1-3 yrs.
-	-	A3	Identify opportunities for new community park space, especially east of Roe Boulevard	Medium	3-6 yrs.
-	-	A4	Actively evaluate options to partner with other entities on shared parks and recreation facilities	Medium	3-6 yrs.
-	-	A5	Explore improvements to the vehicular and pedestrian connections with the community center from Skyline Drive and Roe Boulevard	Medium	3-6 yrs.
-	-	A6	Plant a variety of trees and plants within the park system to add diversity to the park ecosystems and potentially reduce maintenance costs with low-maintenance species	Long	6+ yrs.

NO.	POLICY	NO.	ACTION ITEM	TERM	TIMEFRAME
CONNECTIVITY & MOBILITY					
GOAL 1	Maintain the City's infrastructure to support the long-term resiliency and growth of the community				
P1	Ensure city streets are maintained at an acceptable standard	A1	Continue construction of Roe Boulevard streetscape improvements	Short	1-5 yrs.
-	-	A2	Establish multi-modal transit hubs throughout the community to increase and improve multi-modal transit opportunities for residents as identified in the Roe Boulevard / Johnson Drive Corridor Plan	Short	1-3 yrs.
-	-	A3	Evaluate and improve the pedestrian safety of key intersections within the community as identified on the Strategic Opportunities Map to promote east/west pedestrian movement across Roe Boulevard	Short	1-3 yrs.
-	-	A4	Continue improving ROW aesthetics to increase the quality of life for residents and enhance transportation corridors for residents and visitors alike	Medium	3-6 yrs.
-	-	A5	Add bike lanes to select streets as identified in the Sidewalk and Bikeway Master Plan	Medium	3-6 yrs.
-	-	A6	Explore the viability of extending Nall Avenue north as new development occurs in the adjacent area to the north	Long	6+ yrs.
NATURAL RESOURCES & ENVIRONMENT					
GOAL 1	Preserve and conserve ecologically sensitive land in Roeland Park				
P1	Encourage new development or redevelopment to incorporate existing trees into the site design to preserve existing tree cover in the community	A1	Develop and adopt standards for sustainable building design and construction for new development and redevelopment	Medium	3-6 yrs.
P2	Promote the planting of a variety of tree species throughout the community to promote tree species diversity	A2	Continue to implement the Roeland Park Stormwater Management Plan to reduce and mitigate water pollution	Long	6+ yrs.



ROELAND PARK

MOVING FORWARD 2040

Updated Council Draft 08-21-2020

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FOREWARD

The Roeland Park: Moving Forward 2040 will help guide growth and decision making in the City of Roeland Park for the next twenty years. This plan establishes a vision for the city of Roeland Park based on the extensive and invaluable feedback given by citizens, business owners and city leaders.

The planning team extends our appreciation to all that participated in the planning process with special gratitude to the steering committee. You are the experts of your community and your consistent efforts and guidance have been instrumental in the formation of this plan. We listened, and trust this plan accurately reflects the community's desires for improving the City of Roeland Park.

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COMMUNITY VISION



COMPREHENSIVE PLAN OVERVIEW

Comprehensive plans are guiding documents for growth in a community. They are designed to assist communities in decision-making on activities and subject areas that affect local government. They cover a wide set of topics ranging from land use, to parks, to natural resources, or infrastructure. The Roeland Park: Moving Forward 2040 Plan describes a vision for the future in Roeland Park and identifies an implementation strategy for the community to reach a collective vision. This plan addresses the needs of Roeland Park through the year 2040 and beyond by laying out goals, policy statements and action items that will help the City navigate decision making for the next twenty years. This plan also serves as the community's compliance with the Code of Kansas Statute No. 12-747 section b.

Comprehensive plans are built on an extensive existing conditions analysis to help determine what is working well in a community and what improvements are needed. Additionally, future demand estimates for personnel, facility space and land needs are calculated to a set level of service goals. The existing conditions assessment is then followed by a robust public engagement strategy designed to receive feedback from a diverse set of community stakeholders. The engagement exercises provide an opportunity for a community to hear directly from its residents on issues regarding quality of life and desires for the future. The results of the existing conditions analysis can be found throughout the plan while the public participation efforts are described in detail in Chapter 3.

The Roeland Park: Moving Forward 2040 Plan is a living document and needs to be revisited continuously. This regular review and update of the existing plan is to ensure that the vision laid out by the community has not stagnated over the last several years. Moving forward, the city should continue to review the implementation plan to evaluate progress on the various action items and to determine if changes are needed. Every five years, the city should review the entire plan to see if there are any amendments that should be made to the report, including the Future Land Use Plan.

The City of Roeland Park should use this plan as a reference for decision making, a marketing tool for development, a detailed source of existing conditions and a summary of the community's feedback on key issues. When a development proposal, rezoning or ordinance is proposed, leadership should refer to the recommendations in this plan to help guide them. If components of the plan no longer represent the community or its vision, then that part of the plan should be amended.

Roeland Park's last Comprehensive Plan was completed in 2012. Since then, the demographics and economy of Roeland Park have experienced some amount of change. The Roeland Park: Moving Forward 2040 Comprehensive Plan addresses changing demographics and economic conditions in the community and has created a strategy for Roeland Park to retain its identity as a quality inner-ring suburb that will continue to attract residents of all ages.

The State of Kansas requires that a Comprehensive Plan must be reviewed by the Planning Commission and City Council annually to ensure that it remains relevant. This review involves updating all changes in land use, stated goals of the plan and other city policies based on any rezoning, special use permits, and / or other plan approvals.

PLANNING PROCESS

The Roeland Park: Moving Forward 2040 Plan was completed over four phases:

- Phase 1: Kick-Off, Research and Analysis
- Phase 2: Vision, Input & Direction
- Phase 3: Draft Plan & Evaluation
- Phase 4: Final Draft Plan & Adoption

Phase 1 - Kick-off, Research & Analysis

Kick-off, Research & Analysis involved an initial kick-off meeting with the plan's Steering Committee to discuss the roles and responsibilities of the group and discuss initial goals and priorities for the community. Data collection and the initial analysis of existing conditions within Roeland Park was also completed during this phase.

Phase 2 - Vision, Input & Direction

Vision, Input & Direction covered most of the public engagement for the plan. During this phase, there was a public workshop, community survey, stakeholder interviews, a Steering Committee meeting, and a kid-focused box city event. The results of the public engagement gathered in Phase 2 helped to make recommendations and identify priorities for the final report.

Phase 3 - Draft Plan & Evaluation

Draft Plan & Evaluation included the actual writing of the full draft plan. This is the longest phase of planning process and also includes a meeting with the Steering Committee to discuss the progress made and receive feedback on the plan chapters.

Phase 4 - Final Draft Plan

Final Draft Plan included the finalizing of the draft plan and the public approval process. The public adoption took place through a Planning & Zoning Commission vote to recommend approval, followed by actual approval by the Roeland Park City Council.

PLAN COMPONENTS

The Roeland Park: Moving Forward 2040 Plan includes the following chapters:

- Community Vision
- Community Profile
- Public Participation
- Land Use and Development Plan
- Residential Design Standards
- Implementation
- Development Standards

Future Land Use and Development Plan

One major component of the Roeland Park: Moving Forward 2040 Plan includes the creation of a Future Land Use and Development Plan for the city. This plan represents one preferred land use and development pattern for the community and is based on past development trends and current goals of the community.

The Future Land Use and Development Plan directly affects zoning and re-zoning efforts within the City of Roeland Park. Decisions on proposals, re-zoning and developments should only be made upon review of both the Future Land Use and Development Plan and the zoning code to ensure that future developments simultaneously meet legal zoning requirements and comply with Roeland Park's goals and policies. The plan has been created based on an analysis of land use needs, environmental constraints and preferred development patterns and type for the community. The plan can be found in Chapter 4 on page 57.

Implementation Plan

The Roeland Park: Moving Forward 2040 Plan also includes an Implementation Plan Chapter. The Implementation Plan includes a set of goals and action items based on five categories: Growth & Development / Land Use, Housing, Parks & Recreation, Connectivity & Mobility and Natural Resources & Environment. The action items have each been assigned a priority term and timeframe for completion. The Implementation Plan can be found in Chapter 6 on page 69.

Plan Development Timeline

Phase 1 of The Roeland Park: Moving Forward 2040 Plan was from August to September 2019. Phase 2 was from October through November 2019. This was the most robust phase in terms of engagement and obtaining data with four different events including public workshops, steering committee meetings and a youth workshop. Phase 3 saw the development of the draft plan and the initial compilation of the data and feedback that was gathered in the two previous phases. Finally, Phase 4 resulted in the final plan after a review and comment period.

Roeland Park's Vision

The Roeland Park: Moving Forward 2040 Plan is an update to the previous comprehensive plan, completed in 2012. The goals outlined in that plan, fall under four categories: Economic Development, Infrastructure, City Character / Image and Implementation / Enforcement. The goals from that plan are as follows:

2012 Comprehensive Plan Goals

Economic Development - *Actively promote quality redevelopment while maintaining a strong tax base.*

City Character / Image - *Strive to improve Roeland Park through quality civic and commercial development that creates a "sense of place" and promotes pedestrian traffic of appropriate scale and character.*

Infrastructure - *Plan, provide and maintain efficient and effective infrastructure that promotes sustained growth, connects neighborhoods and centers, is aesthetically pleasing, environmentally sound and meets the current and future needs of the community.*

Implementation / Enforcement - *For the safety of all citizens, businesses and property owners in Roeland Park, equitably enforce all city property codes and regulations.*

The City of Roeland Park developed a Strategic Plan in 2015 with the intent of having a cohesive document that reflected the vision and priorities of the citizens. In the Strategic Plan, five goals were developed:

2015 Strategic Plan Goals

1. *Create a long-term financial plan to diversify revenue supporting economic growth.*
2. *Create a commercial development plan to revitalize underutilized property and leverage available land to create a sustainable community.*
3. *Market Roeland Park to increase awareness and promote a positive image.*
4. *Connect citizens to the community through events, places, services, and activities.*
5. *Promote recreational opportunities through enhanced green space, facilities, and communication.*

Another plan that was reviewed to prepare the Roeland Park: Moving Forward 2040 Plan was the 2018 Roe Boulevard and Johnson Drive Corridor Plan. As the two main vehicular arterials in Roeland Park, the commercial areas along those two corridors offer strategic opportunities for redevelopment within the city. A more complete review of this plan can be found in Chapter 4 on Page 46. The 2019 City of Roeland Park Community Survey conducted by ETC was also reviewed and analyzed for the purposes of this plan.

Common Themes

Throughout the planning process, there were common themes heard in several discussions and public input methods. The themes that appeared to be common among most community members are focused around the following ideas: City Center and Development, Walkability and Roeland Park Perception.

City Center and New Development

One of the strongest themes heard throughout the public engagement process is the desire for a city center and community gathering space. Currently, Roeland Park lacks an urban center that serves as the heart of the community. Most in the community recognize the commercial properties along Roe Boulevard as the best opportunity for redevelopment that promotes new residential units, locally owned businesses, and dynamic community spaces.

Walkability

Tied closely with the theme of a city center and new development is the idea of walkability. Residents of Roeland Park desire to have their community be as walkable as possible and a new urban center would promote that activity much more than the current strip mall development. This theme extends beyond an urban center and relates to all of the neighborhoods as well with particular emphasis on making pedestrian movement across Roe Boulevard easier and safer than it is today.

Roeland Park Perception

The final theme is the perception of Roeland Park. Residents recognize that the perception of the city is changing positively, and that the city should capitalize on that change to attract people of all different demographic characteristics to foster a diverse and healthy population.

This Comprehensive Plan explores the potential for two city-wide initiatives that seek to make the community equitable for the greatest number of people, Residential Design Standards and Universal Design Standards.

Residential Design Standards

In recent years, Roeland Park has experienced the development of very large homes within the community. Similar to what has happened in adjacent communities, private landowners acquire consecutive properties and consolidate them into one larger parcel. On these larger properties, larger homes are often constructed and have the potential to be a drastic departure from the character of the surrounding neighborhood. This can leave existing neighbors unhappy and uneasy about the impact such development has on their home. Residential Design Standards are a set of regulations that facilitate redevelopment while maintaining and enhancing the character of a community. Among other things, Residential Design Standards can limit the overall size of a home, regulate architectural details and materials, limit paving coverage, etc. It is up to individual communities to determine what the standards are and how they are enforced. More detail on how the idea of Residential Design Standards was received and discussed by community members / leaders and recommendations for the future can be found in Chapter 5.

Universal Design Standards

According to the United States Access Board, Universal Design is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design. In terms of community development Universal Design helps to encourage homeowners and developers to implement universal design approved features to existing and new homes that seek to serve those of all abilities and ages. Universal Design can be mandated, encouraged, incentivized, or simply advertised. More detail on how the concept of Universal Design was received and discussed by the community members / leaders and recommendations for the future can be found in Chapter 5.

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2

COMMUNITY PROFILE

COMMUNITY PROFILE OVERVIEW

Roeland Park is a small inner-ring suburb of Kansas City, Missouri, located along the busy Interstate 35 corridor in northeast Johnson County. The area has a long history of settlers, but the City was not founded until 1951, after decades of property sales and transfers, expanded regional transportation networks and nearby city incorporations. Significant growth came to the city following World War II with many returning soldiers looking for a stable, safe, and quiet community to start and raise a family.

From 1950 to 1980, the population of Roeland Park grew significantly and peaked at just under 8,000 people. After 1980, the population began to level-off and eventually decline, though only slightly. According to the latest census numbers (2018), the population is just under 6,800.

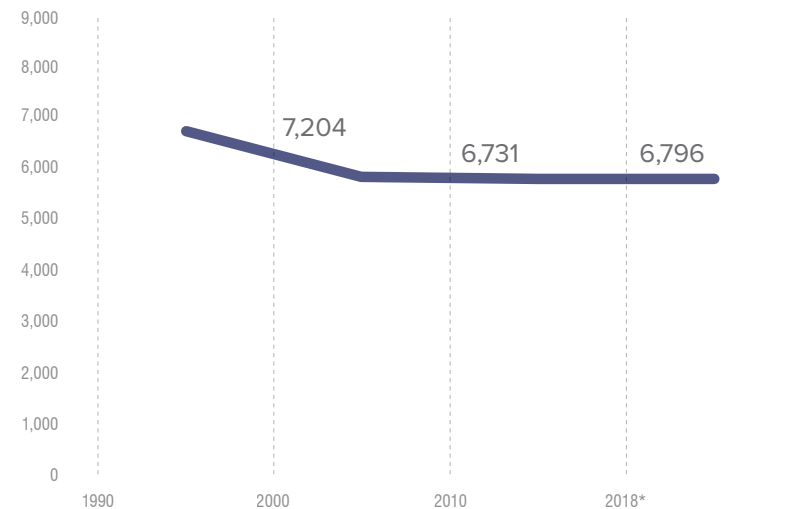
The Community Profile chapter provides a detailed socioeconomic profile of the Roeland Park community and overviews the existing employment and industry profile. This chapter reviews data related to age, race/ethnicity, incomes, housing, educational attainment and more. The data and analysis in this chapter helped inform decisions and recommendations made throughout the entire Roeland Park: Moving Forward 2040 Plan.

Total Population

Roeland Park's population grew from around 6,700 to 7,962 in 1980. Since that time, Roeland Park has seen a gradual decline in population. Since 2010 the population has stabilized. The 2010 Decennial Census estimated a population of 6,731 while the 2018 U.S. Census American Community Survey 5-Year Estimates shows a population of 6,758, indicating virtually no growth. Figure 2.1 shows Roeland Park's population trend since 1990.

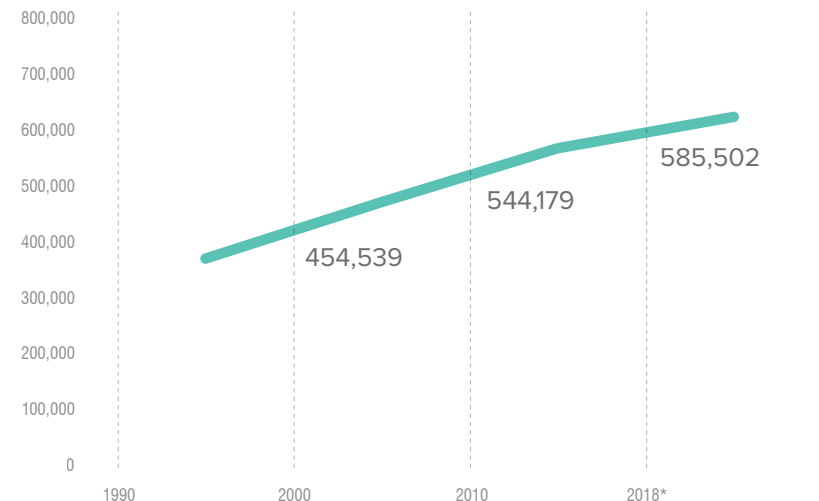
While Roeland Park's population has stabilized, Johnson County, where Roeland Park is located, has experienced a 9.5% increase in population. Figure 2.2 shows the Johnson County's population trend since 1990.

Figure 2.1 - Population trend in Roeland Park since 1990



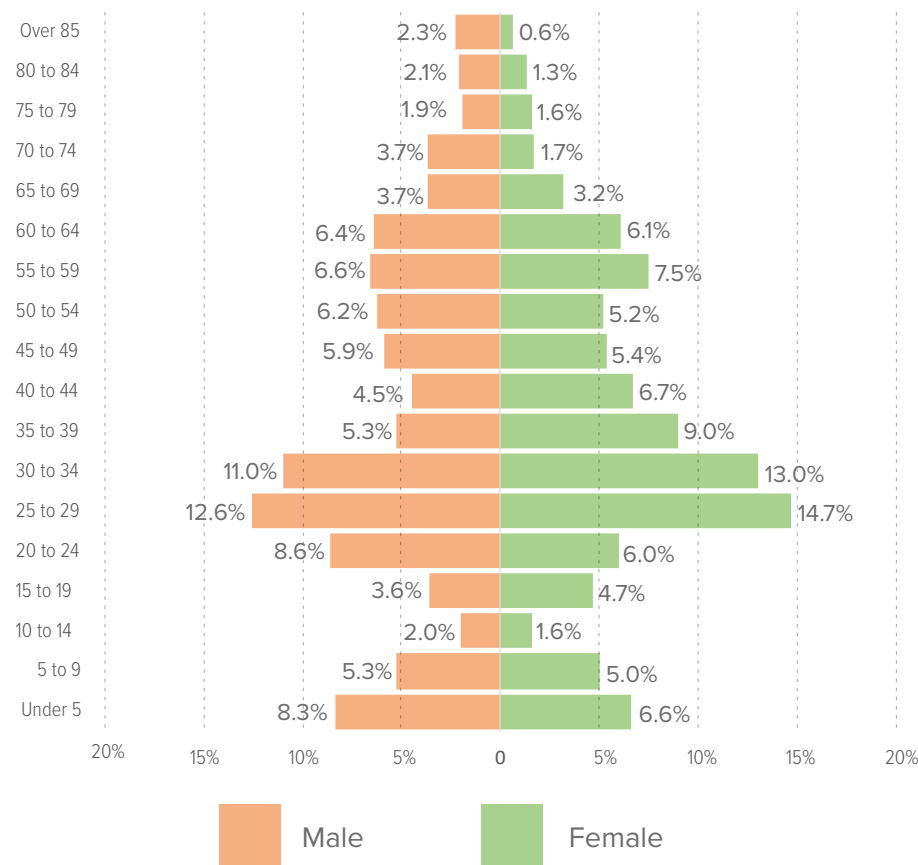
Source: U.S. Census Bureau

Figure 2.2 - Population trend in Johnson County, Kansas since 1990



Source: U.S. Census Bureau

Figure 2.3 - Age by Sex, Roeland Park (2018)



Source: U.S. Census Bureau

Table 2.1 - Median Age Comparison (2018)

Median Age	Roeland Park	Kansas	U.S.
Total	33.9	36.5	37.9
Male	33.8	35.3	36.6
Female	33.9	37.9	39.3

Source: U.S. Census Bureau

Age Profile

Figure 2.3 shows the breakdown of Roeland Park's population into age cohorts (0-4, 5-9, 10-14, etc.) by male and female population. The largest age cohorts in Roeland Park are young adults ages 25 to 29 as well as ages 30 to 34. The next largest cohorts are older adults (55 to 59 and 60 to 64) and children (0 to 9). In general, the female and male population seem balanced across age cohorts with a few notable exceptions. There are more female young adults 25 to 29 and 30 to 34. Females also outnumber males 40 to 44 and 55 to 59.

The median age in Roeland Park is 33.9 which is younger than the U.S. median age of 37.9. Males in Roeland Park have a median age of 33.8 and females are slightly older on average with a median age of 33.9. While Roeland Park generally skews younger than the U.S. as a whole, the trend between male and female median age is consistent with the ratio as the national average. Table 2.1 shows the breakdown of median age for Roeland Park, the State of Kansas, and the U.S.

Table 2.2 summarizes some age cohort population percent change between 2010 and 2018. During this time period, Roeland Park appears to have gained population in the adult categories while losing young people (age 0-18) and older people (75+).

Table 2.2 - Population Trends in Roeland Park since 2010

Age Category	Roeland Park (%)	Kansas (%)	U.S. (%)
5 to 14 years	-16.9%	1.5%	1.0%
15 to 17 years	-30.8%	-1.4%	-3.7%
18 to 24 years	9.2%	2.2%	2.7%
15 to 44 years	2.7%	1.9%	2.4%
18 years +	-0.1%	4.8%	8.5%
65 years +	1.2%	19.0%	27.5%
75 years +	-29.1%	4.0%	13.5%

Source: U.S. Census Bureau

Household & Families

There are approximately 3,080 households in Roeland Park. The average size is 2.20 people per household. The average size for owner-occupied units is 2.19, which is only slightly lower than the average of 2.24 for renter-occupied units. Generally, owner-occupied households are larger than renter-occupied households making this statistic somewhat unusual. Approximately three quarters (74%) of the households are living in owner-occupied housing units, while one quarter (26%) are in renter-occupied housing units.

The total number of families in Roeland Park is estimated at 1,652 with an average size of 2.86. Approximately 22.5% of households have their own children under age 18 years living with them. Just over thirty percent of households in Roeland Park have one or more people age 60 years or older. Approximately 33% of households live alone.

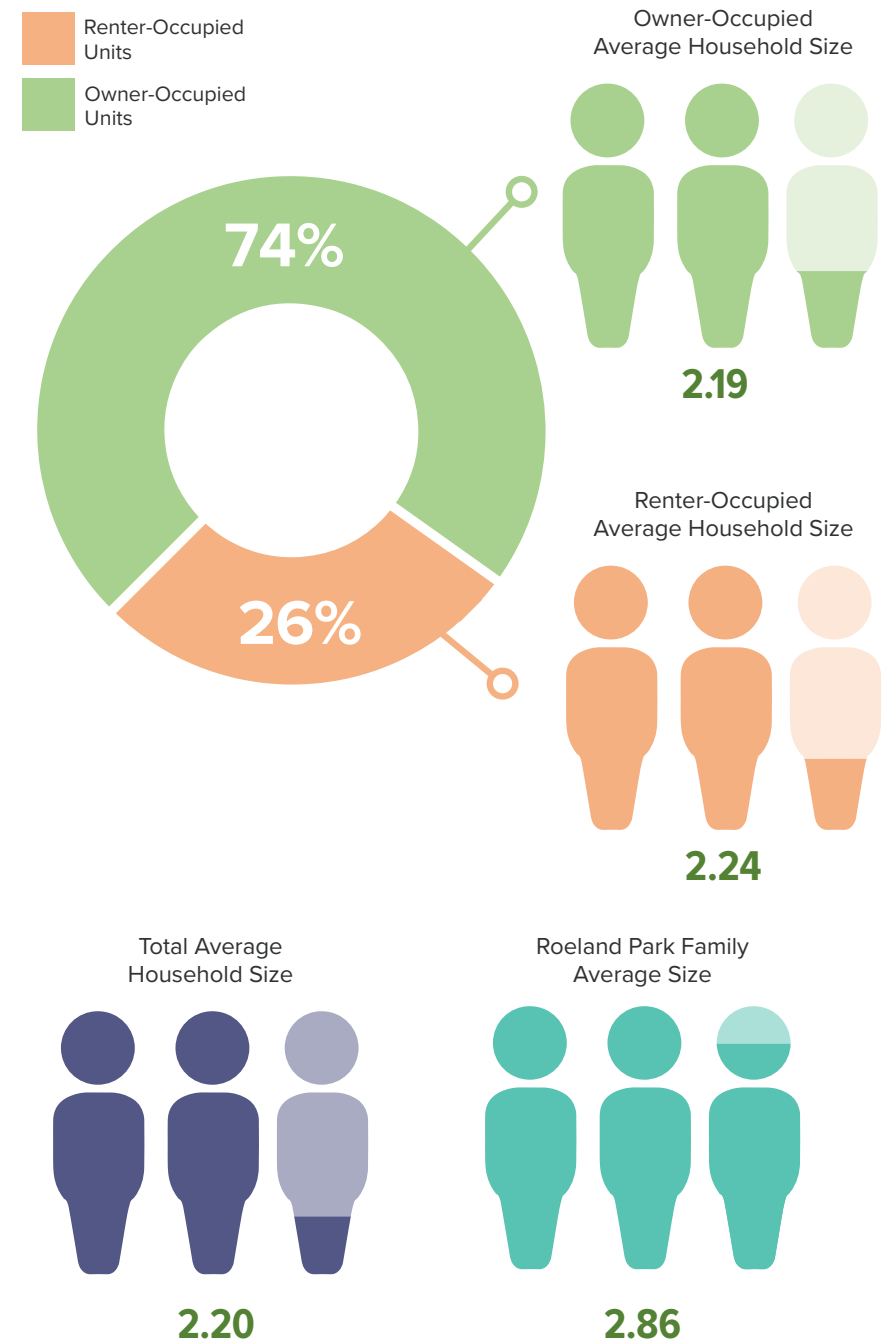
Figure 2.4 and Table 2.3 show the breakdown.

Table 2.3 - Households and Families, Roeland Park (2018)

Households	Roeland Park
Total Households	3,080
Average Household Size	2.20
Families	Roeland Park
Total Families	1,652
Average Family Size	2.86
Household Characteristics	Roeland Park
Households with children under 18 years	22.5%
Households with people age 60 years or older	31.6%
Household living alone	33.7%

Source: U.S. Census Bureau

Figure 2.4 - Households and Families, Roeland Park (2018)

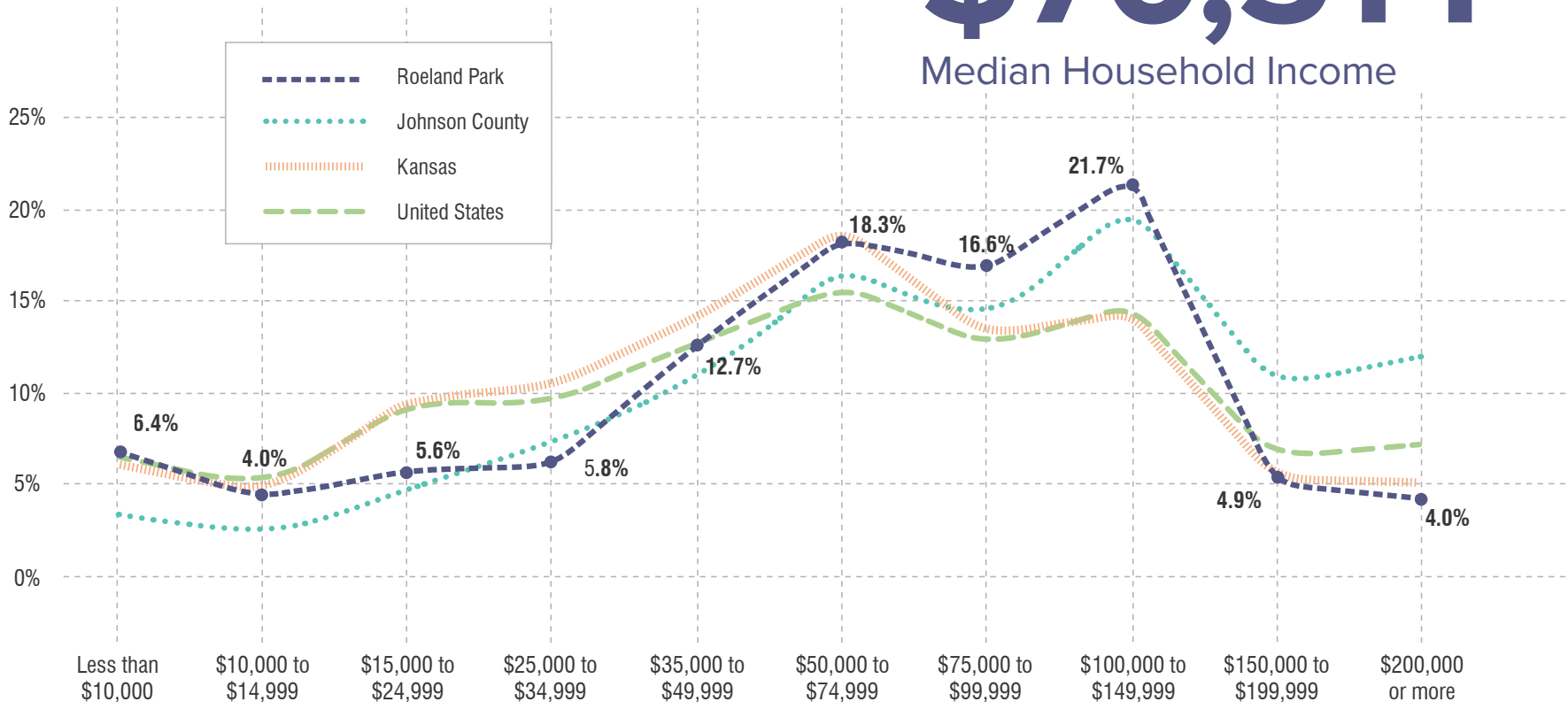


Incomes

The median annual household income for all occupied households in Roeland Park is estimated to be \$70,514. Figure 2.5 shows the breakdown of households by income bracket in Roeland Park compared to Johnson County, Kansas, and The United States. The two largest income brackets for Roeland Park are \$100,000 to \$149,999 (21.7%) and \$50,000 to \$74,999 (18.3%). Approximately 21% of Roeland Park households earn less than \$35,000 annually. Roughly 30.6% of Roeland Park households earn more than \$100,000 per year.

The median household income in Roeland Park (\$70,514) is approximately 20% lower than the Johnson County median household income. The State of Kansas median household income, however, is lower at \$57,422.

Figure 2.5 - Household income by Bracket Comparison (2018)



Source: U.S. Census Bureau

Table 2.4 - Median Income Comparisons (2018)

Community	Median Income
Roeland Park	\$70,514
Owner-Occupied Units	\$80,714
Renter-Occupied Units	\$49,667
Johnson County	\$84,915
Kansas	\$57,422
United States	\$60,293

Source: U.S. Census Bureau

\$70,514
Median Household Income

Housing

Table 2.5 shows median home values for Roeland Park, Johnson County, the State of Kansas, and the United States. Roeland Park has a higher median home value (\$164,200) than the State of Kansas (\$159,300) but is considerably lower than Johnson County (\$247,900) and the United States (\$252,300). Figure 2.6 shows the breakdown of owner-occupied home values for Roeland Park as of 2018. Nearly 40% of homes are valued between \$150,000 and \$199,999. Another 30% are valued lower at between \$100,000 and \$149,999. Slightly less than one-quarter (23.3%) of homes are valued higher at between \$200,000 and \$299,999.

Parcel data from Johnson County reveals the year built for single-family homes in Roeland Park in Table 2.6. Nearly 80% of all single-family homes in Roeland Park were constructed between 1940 to 1949 (39.9%) and 1950 to 1959 (38.9%). Approximately 5% of homes in Roeland Park were constructed prior to 1930, making them ninety years or older. Very few homes in Roeland Park have been constructed since 1990 with only 1.5% of homes built during this time period.

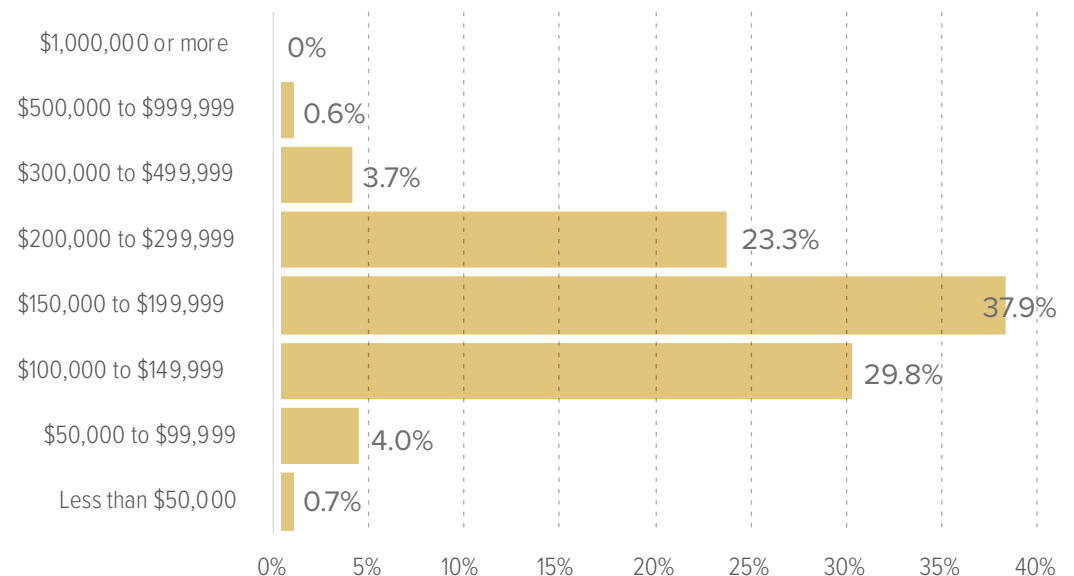
Table 2.5- Median Home Values (2018)

Community	Median Home Value
Roeland Park	\$ 164,200
Johnson County	\$247,900
Kansas	\$159,300
United States	\$252,300

Source: U.S. Census Bureau



Figure 2.6 - Owner-Occupied Home Values (2018)



Source: U.S. Census Bureau

Table 2.6 - Year Built (Single-Family Homes) 2020

Year Built	Count	Share
Before 1920	39	1.4%
1920 to 1929	104	3.7%
1930 to 1939	227	8.0%
1940 to 1949	1,132	39.9%
1950 to 1959	1,104	38.9%
1960 to 1969	121	4.3%
1970 to 1979	32	1.1%
1980 to 1989	38	1.3%
1990 to 1999	16	0.6%
2000 to 2009	12	0.4%
2010 or later	14	0.5%

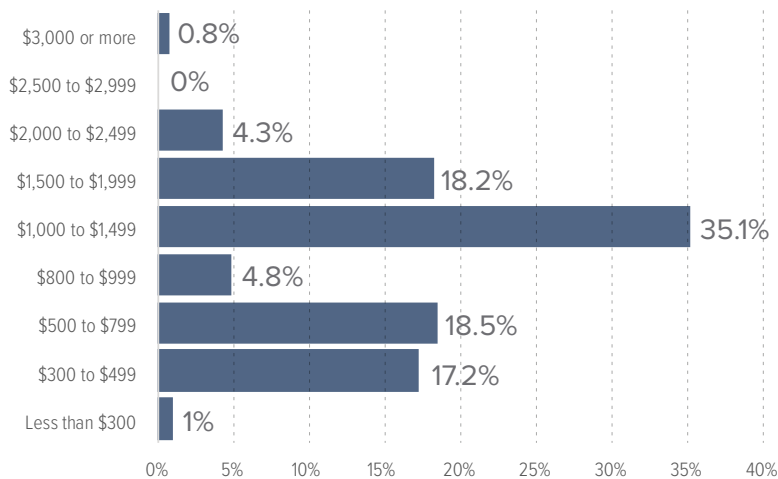
Source: Johnson County

Table 2.7 - Median Monthly Housing Costs, Owner-Occupied (2018)

Community	Median Monthly Housing Costs
Roeland Park	\$1,115
Johnson County	\$1,481
Kansas	\$951
United States	\$1,103

Source: U.S. Census Bureau

Figure 2.7 - Owner Monthly Housing Costs, Roeland Park (2018)



Source: U.S. Census Bureau

Table 2.8 - Median Monthly Housing Costs, Renter-Occupied (2018)

Community	Median Monthly Housing Costs
Roeland Park	\$1,125
Johnson County	\$1,109
Kansas	\$840
United States	\$1,085

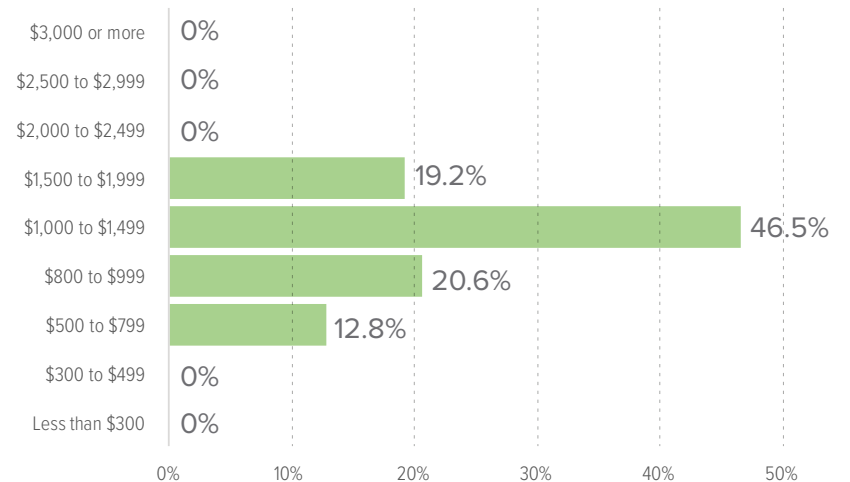
Source: U.S. Census Bureau

Housing Costs

Table 2.7 illustrates the median home costs for owner-occupied units in Roeland Park and surrounding communities. The median monthly housing costs for owner-occupied units is \$1,115. This is close to the median costs for the United States (\$1,103). However, Johnson County is significantly higher (\$1,481) and the State of Kansas is somewhat lower (\$951). Approximately 35% of homeowners experience monthly costs between \$1,000 and \$1,499. The next two highest brackets of home ownership costs are \$500 to \$799 (18.5%) and \$1,500 to \$1,999 (18.2%). Figure 2.7 displays this breakdown.

Table 2.8 illustrates the median home costs for renter-occupied units in Roeland Park and surrounding communities. The median monthly housing costs for renter-occupied units is \$1,125. This is higher than Johnson County (\$1,109), the United States (\$1,085) and significantly higher than the median amount for the State of Kansas (\$840). Figure 2.8 shows the breakdown.

Figure 2.8 - Renter Monthly Housing Costs, Roeland Park (2018)



Source: U.S. Census Bureau

Race / Ethnicity

Figure 2.9 shows the race/ethnicity breakdown for Roeland Park, Johnson County, the State of Kansas and the United States. Kansas is less diverse than the United States and this pattern holds true in Roeland Park. Close to 86% of residents in Roeland Park are White, which is on par with rates for Johnson County and the State of Kansas. Close to 6% identify as two or more races and nearly 8% as Hispanic or Latino. Just over 3% of residents are Black, which is slightly less than the county and state average.

Figure 2.9 - Race / Ethnicity Comparison (2018)

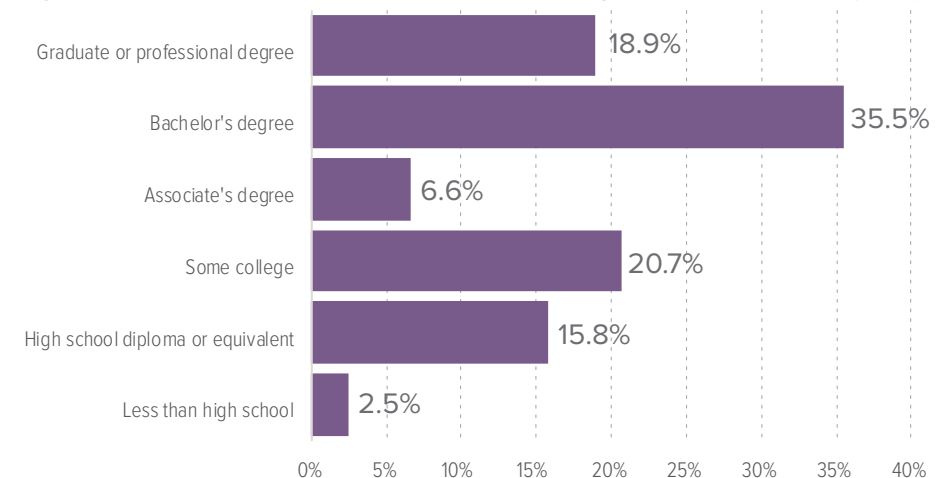
Race / Ethnicity	City of Roeland Park	Johnson County	Kansas	United States
White	85.8%	85.7%	84.6%	72.7%
Black	3.3%	4.6%	5.8%	12.7%
American Indian and Alaska Native	0.3%	0.3%	0.8%	0.8%
Asian	2.0%	5.0%	2.9%	5.4%
Native Hawaiian and Other Pacific Islander	0.0%	0.04%	0.1%	0.2%
Some other race	2.9%	1.2%	2.3%	4.9%
Two or more races	5.8%	3.2%	3.5%	3.2%
Hispanic or Latino	7.6%	7.4%	11.7%	17.8%

Source: U.S. Census Bureau

Educational Attainment

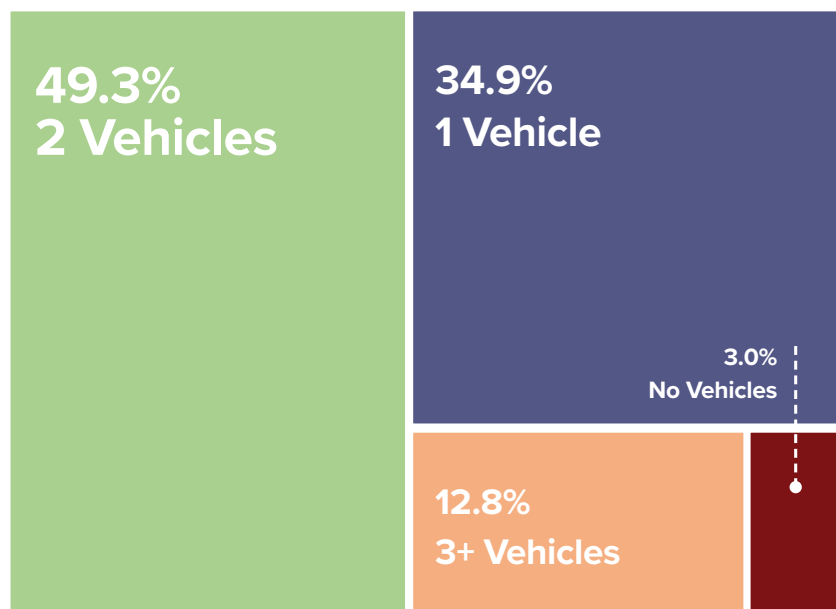
Figure 2.10 shows the educational attainment for people age 25 and older in Roeland Park in 2018. Over 54% of the population has obtained at least a bachelor's degree. Another nearly 30% have obtained either some college (20.7%) or an associate's degree (6.6%). Nearly 19% have a graduate degree or higher.

Figure 2.10 - Educational Attainment, Population Age 25+, Roeland Park (2018)



Source: U.S. Census Bureau

Figure 2.11 - Vehicles Available, Roeland Park (2018)



Source: U.S. Census Bureau

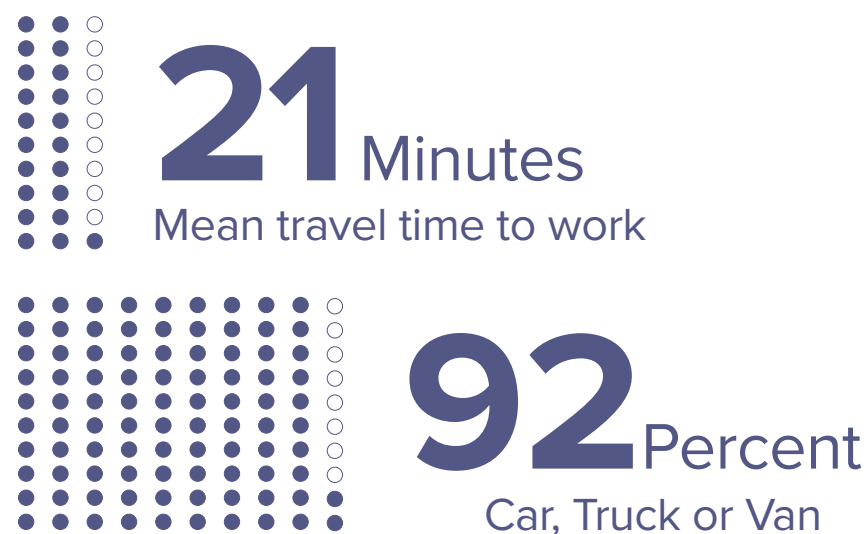
Vehicles Available & Transportation to Work

Figure 2.11 shows the number of vehicles available for occupied households in Roeland Park as of 2018. Nearly half (49.3%) of households have access to two vehicles. Another 35% have access to one vehicle. Nearly 13% have 3 or more vehicles available while 3% don't have access to personal vehicles.

Approximately 92% of Roeland Park residents use a car, truck, or van to get to work. Another 6.3% work from home and therefore have no daily commute. The remaining 1.7% are split between public transportation, bicycle, walking, or other means. The mean travel time to work is around 21 minutes.

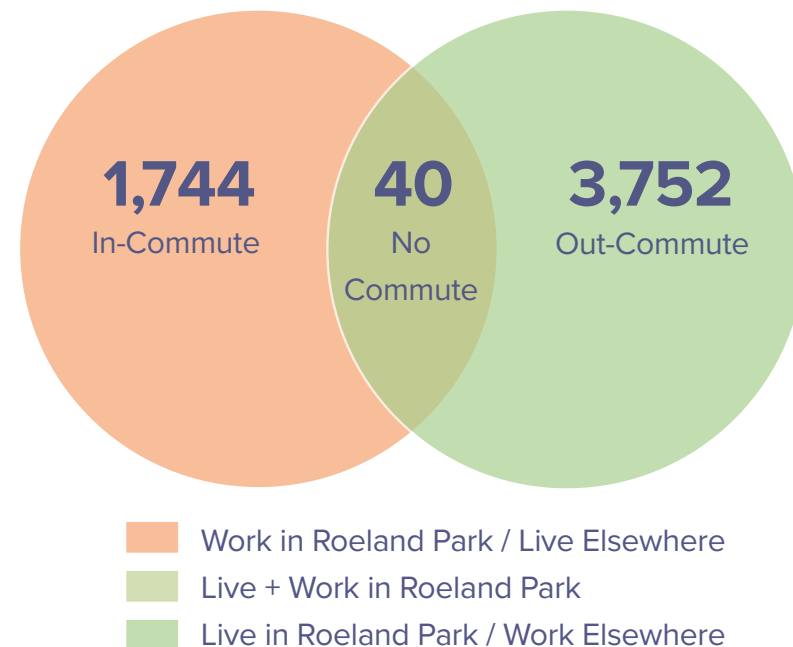
Around 3,700 Roeland Park residents leave Roeland Park for work while around 1,700 people come into Roeland Park for work. Only approximately 40 residents are estimated to both live and work in Roeland Park.

Figure 2.12 - Commute Time & Means of Transportation to Work (2018)



Source: U.S. Census Bureau

Figure 2.13 - Inflow / Outflow Commute, Roeland Park (2017)



Source: LEHD 2017 / U.S. Census

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3

PUBLIC PARTICIPATION



PUBLIC PARTICIPATION OVERVIEW

Public participation is a key element in the comprehensive planning process. The Roeland Park: Moving Forward 2040 Plan incorporated a variety of engagement methods designed to provide many opportunities for residents, business owners and city leaders to give their input on the long-term vision for Roeland Park. The public input process included traditional public engagement methods such as public workshops but also more interactive events such as a box city activity at Roesland Elementary. Increasingly, it is more difficult to engage with community members but with social media and on-line awareness, we were able to spread the word about this plan and in the end, had a robust engagement process with the community. The results of the public participation process were instrumental in the formation of this plan. The public consensus gathered helped create the goals, policies and action items that will ultimately guide the implementation of this plan. This chapter summarizes the public engagement strategy.



Comprehensive Plan Advisory Committee

The Roeland Park: Moving Forward 2040 Plan utilized a Comprehensive Plan Advisory Committee (CPAC) to assist in the plan development and review. This committee was composed of elected and appointed officials and key City Staff. Members of the CPAC include:

- Mike Kelly - Mayor
- Keith Moody - City Administrator
- Jennifer Jones-Lacy - Assistant City Administrator
- John Jacobson - Building Official
- Darren Nielsen - Planning Commission Chair (At-Large)
- Paula Gleason - Planning Commission Vice Chair (At-Large)
- Brian Ashworth - Planning Commissioner (At-Large)
- Lisa Brunner - Planning Commissioner (Ward 1)
- Bill Ahrens - Planning Commissioner (Ward 2)
- Mark Kohles - Planning Commissioner (Ward 3)
- Susan Schenewerk - Planning Commissioner (Ward 4)
- Kyle Rogler - Former Planning Commissioner (At-Large)
- Pete Davis - Former Planning Commissioner (Ward 1)
- Mike Hickey - Former Planning Commissioner (Ward 4)

All public input was gathered prior to the effects of the COVID-19 Pandemic. How this unprecedented event in our nation's history will affect the economy and priorities of Roeland Park is unclear at this time. Nonetheless, this plan was developed with the input from Roeland Park community members and should be adhered to as much as possible.



Communication Plan + Project Branding

Early in the planning process, a communication strategy was crafted between the CPAC and consultant team. The Communication Plan identified the appropriate meeting types and dates, key stakeholders for the consultant team to meet with, and helped identify possible themes and questions for the community survey. The comprehensive plan update was also given a branding of Roeland Park: Moving Forward 2040 to help create a recognizable identity for the project. The logo and color scheme were inspired by Roeland Park's current city logo.



Figure 3.1 - Project Branding Logo

Key Stakeholder Interviews

One of the most important engagement exercises used in the development of this comprehensive plan was the completion of key stakeholder interviews. Members of the consultant team met individually or in small groups with various representative members of the Roeland Park community. The small group setting conversations helped provide a safe environment for people to speak openly about the strengths, weaknesses, opportunities, and challenges facing Roeland Park now and in the future. The feedback gained through these interviews were critical in the consultant team's understanding of Roeland Park.

Groups with representation in the key stakeholder interviews include:

- NE Johnson County Chamber of Commerce
- Roeland Park United Methodist Church
- Roeland Park Sustainability Committee
- Friends of R Park
- St. Agnes Catholic Church
- KCATA
- FLA Properties
- Arts Advisory Committee
- Local business owners

Those who participated in the interviews discussed the efficiencies of working with the city government and leadership. They identified areas the city should focus on which includes developing a city center, improving walkability, attracting new restaurants and continuing to improve the perception of the city.

The overall major topics discussed during the stakeholder interviews included:

- City government is good to work with
- Roeland Park is becoming cool
- Develop City Center
- Improve access across Roe Blvd
- Continue to make sidewalk improvements
- Potential for transit improvements on Roe Blvd
- Increase public gathering spaces
- Maintaining affordability
- Universal Design
- Residential Design Standards
- Need for senior housing
- Attracting young families

Community Survey

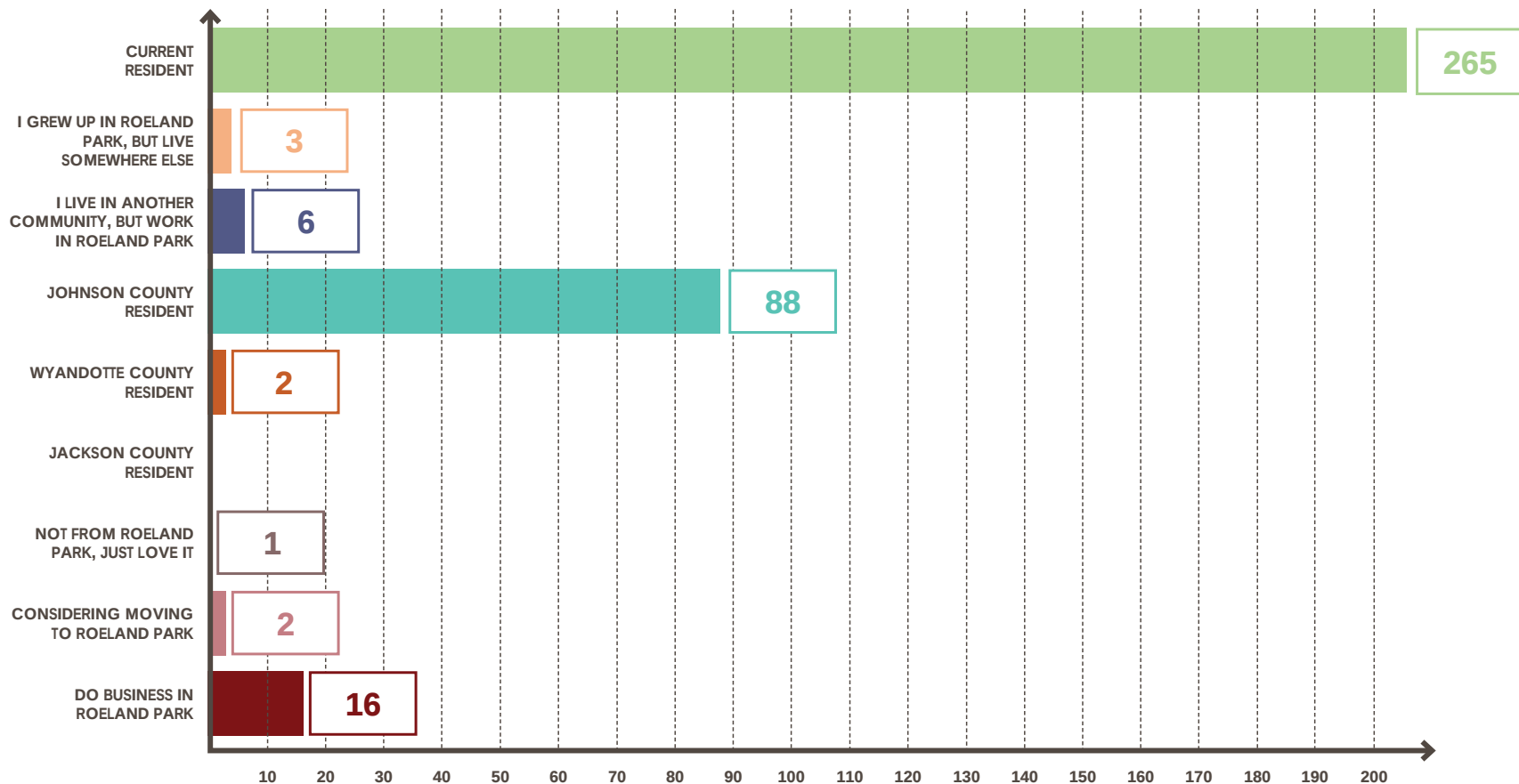
The final method of public outreach was an online community input survey that was administered to residents of Roeland Park. This allowed residents to give their feedback on the positive and negative aspects of the community. A public survey is a way to get a sense of the wants and needs of the overall community. There was a total of 279 respondents and the survey was online from January 21, 2020 to February 11, 2020.

The complete survey and responses are included in the Appendix of this plan. The primary takeaways are summarized below:

Respondent Demographics

Of the 279 responses, the majority lived in Roeland Park (69%). The age groups with the highest response rate were 35 to 44 years old (29.2%) and 25 to 34 years old (20.2%). 26.2% of respondents have lived in Roeland Park for a relatively short period of time (2 to 5 years) while 25.1% of respondents have lived in Roeland Park for over 20 years.

Figure 3.2 - What is your current relationship to Roeland Park? (Mark all that apply).



Why Roeland Park

Understanding why people choose to live in a community is an important question to ask when developing a comprehensive plan. At the beginning of the online survey, participants were asked how they would rate the current quality of life in Roeland Park with zero representing 'Very Low' and ten representing 'Very High.' The average answer was a 7.1 indicating that most respondents think the quality of life in Roeland Park is very good. Similarly, survey participants were asked how they expect the quality of life to change in the future with zero representing a decline in quality and ten representing an improvement. With an average answer of 7.3, the general sentiment of the community is that the quality of life is good and will continue to get better. This is a strong foundation for a community to build on for the future.

Figure 3.3 - How would you rate the current quality of life in Roeland Park....

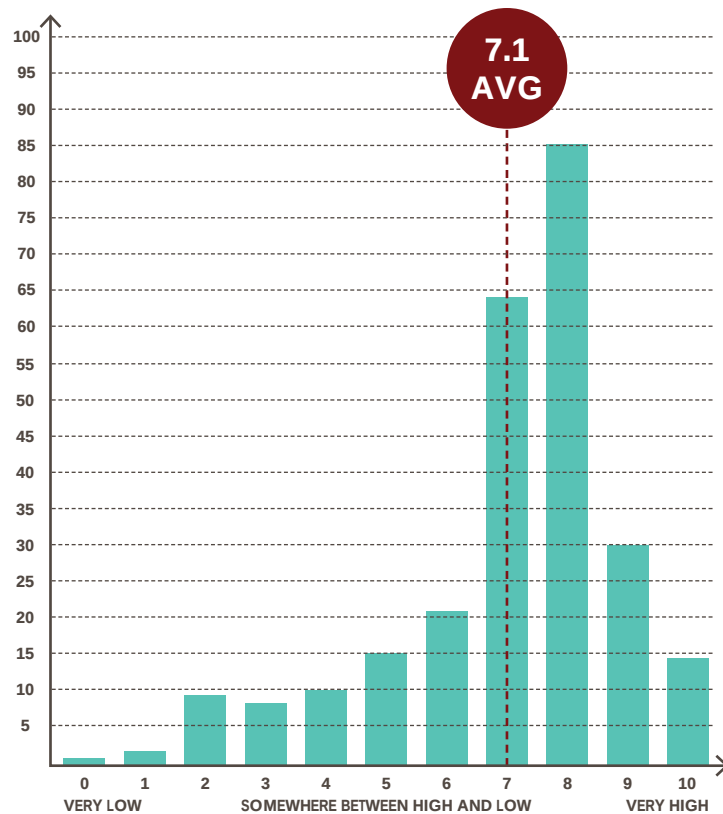
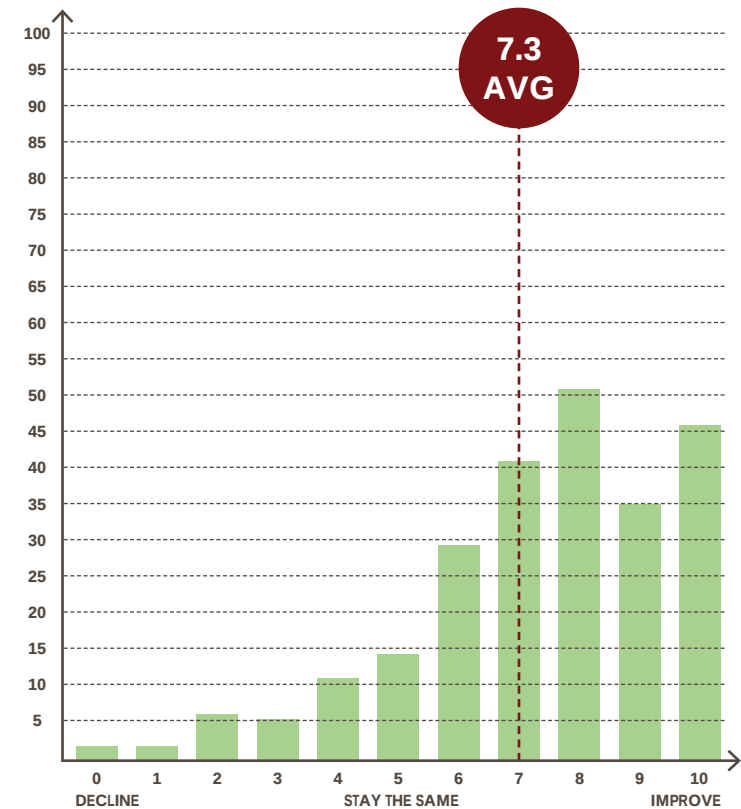


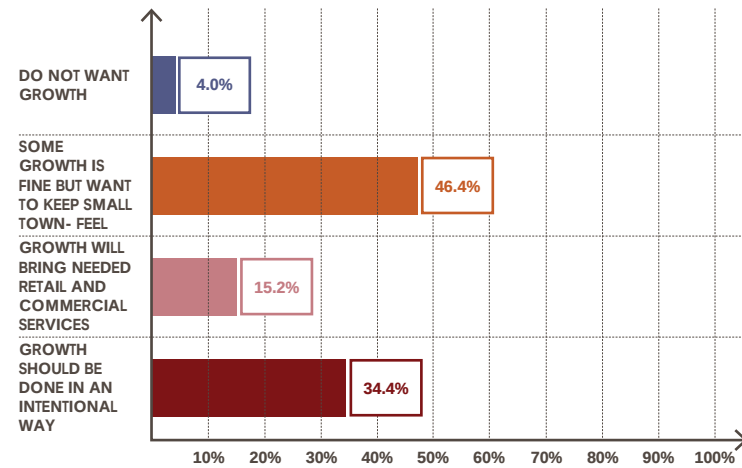
Figure 3.4 - Over time, you expect the quality of life in Roeland Park to...



Growth and Development

Survey participants understand that some growth is necessary in order to continue to bring needed retail and commercial services, but the majority of respondents want to see that the small-town quality of Roeland Park remains intact. To ensure this, participants also agree that growth should be carried out in an intentional way.

Figure 3.5 - Which statement best describes your views towards population growth in Roeland Park?



Housing

Survey respondents indicated that Roeland Park should prioritize existing home rehabilitation and neighborhood preservation and that maintaining livable neighborhoods should be the guide to future growth. Higher-Density Mixed Use, Low-Impact Housing, Affordable Housing and Senior Housing received similar rankings and represent developments that the community recognizes as needed in some quantity.

Figure 3.6 - Please rank the following housing priorities for the City. (1 = Highest Priority, 6 = Lowest Priority)

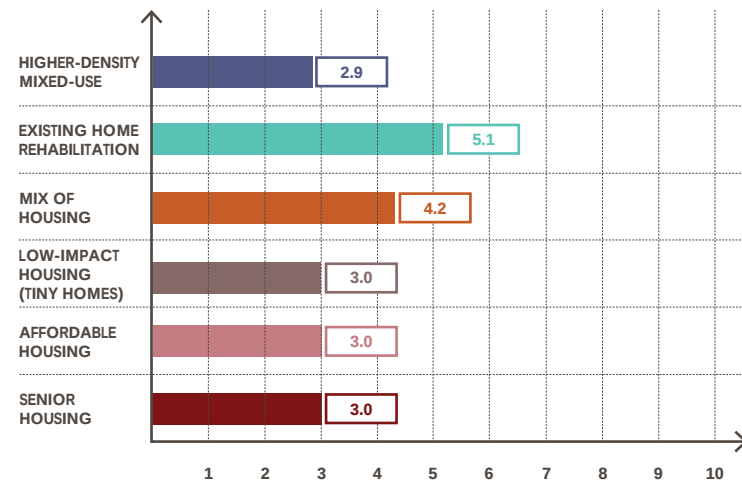
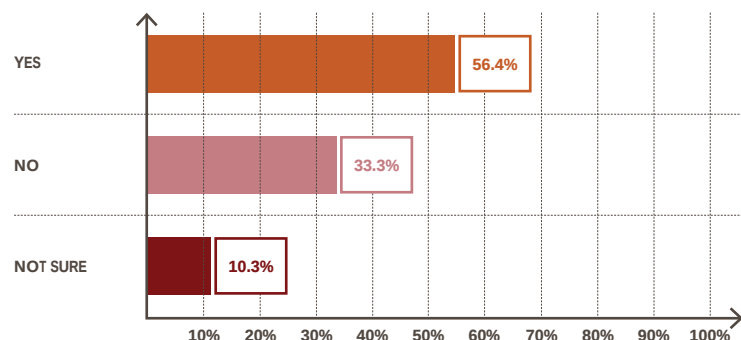


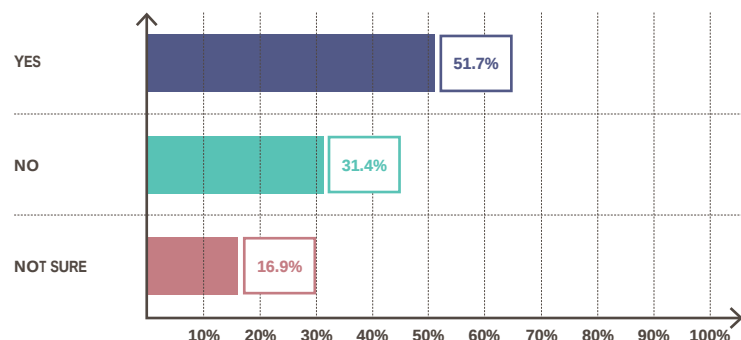
Figure 3.7 - Do you feel parks and recreation facilities in Roeland Park adequately serve the needs of your household?



Parks and Recreation

The majority of survey respondents, 56.4%, feel that Roeland Park's recreation facilities adequately serve the needs of their households. 3/10 respondents feel their recreation needs are not served by the facilities within the community.

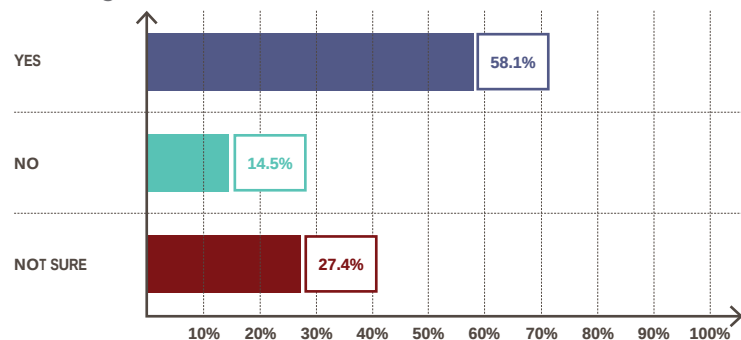
Figure 3.8 - Do you think the city should focus on implementing bicycle infrastructure to encourage different transportation options?



Connectivity and Mobility

One element of improving connectivity and mobility relates to bicycle infrastructure. When asked if the city should focus on implementing bicycle infrastructure to encourage different transportation options, more than half, 51.7% of participants believe this is a good investment to make.

Figure 3.9 - Would you support efforts by the city of Roeland Park to initiate green storm water infrastructure?



Natural Resources / Environment

58.1% of survey participants think that Roeland Park should initiate stormwater infrastructure plans throughout the city to become more environmentally sustainable.

Economic Development

Overwhelmingly, survey participants indicated that there is a great need for sit-down restaurants in Roeland Park. Entertainment venues, boutique downtown stores and bars also ranked high as development that is desired within the community.

Figure 3.10 - What type of retail / commercial development is most needed in Roeland Park?

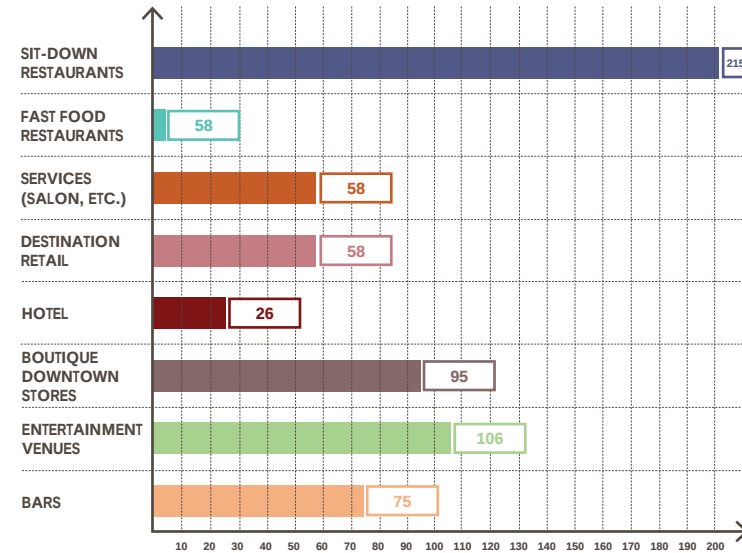
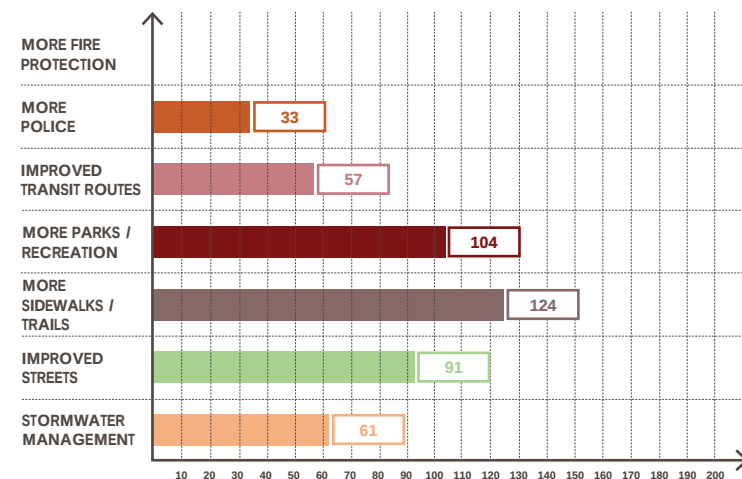


Figure 3.11 - What public facilities are most needed in Roeland Park?



Public Facilities

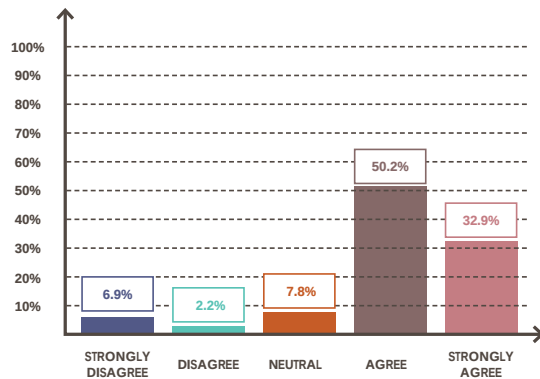
The public facilities that are most needed according to survey respondents relate to more sidewalks / trails and more parks and recreation facilities. Improved streets and connectivity and enhanced stormwater management also received high rankings. Most feel police and fire services are well represented in the community.

Goals and Priorities

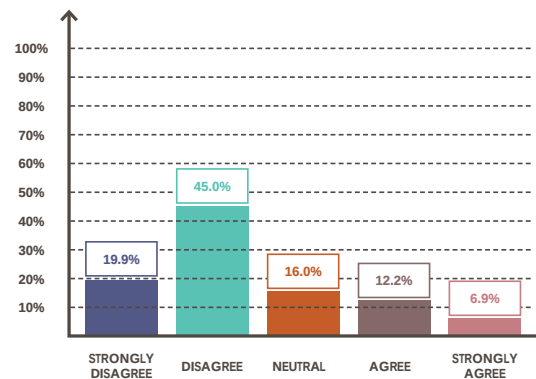
The final question on the survey related to what community members think should be the overall goals and priorities of the city. The following six figures summarize the responses.

Figure 3.12 - Please indicate your feelings for the following goals and priorities...

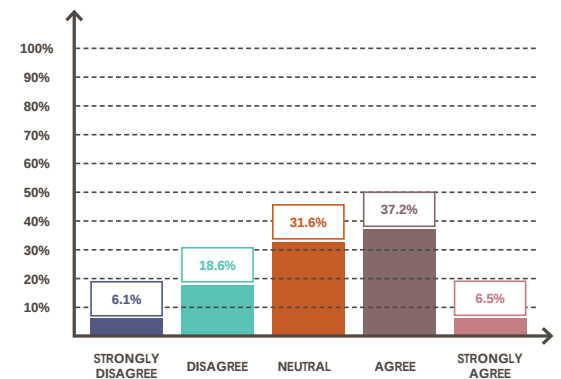
There should be an overall plan that directs future growth and development in appropriate areas.



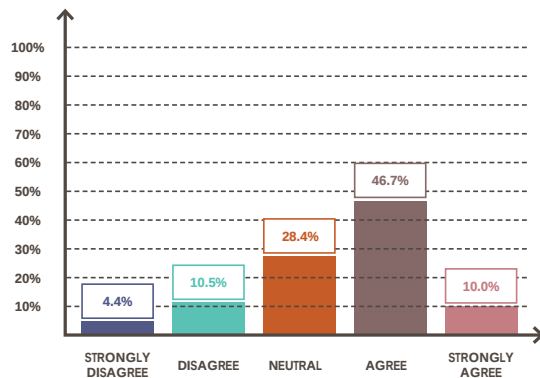
Individuals and developers should be free to develop with minimal controls from the city.



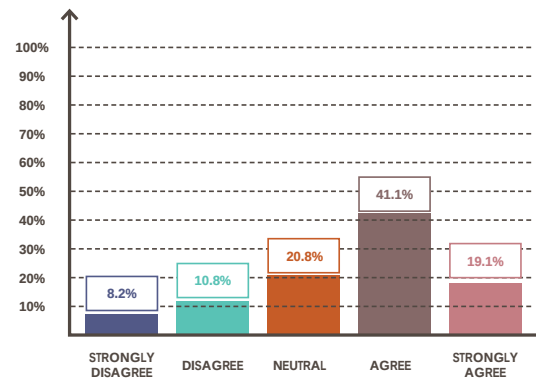
Economic studies should be the driving force for what type of development takes place.



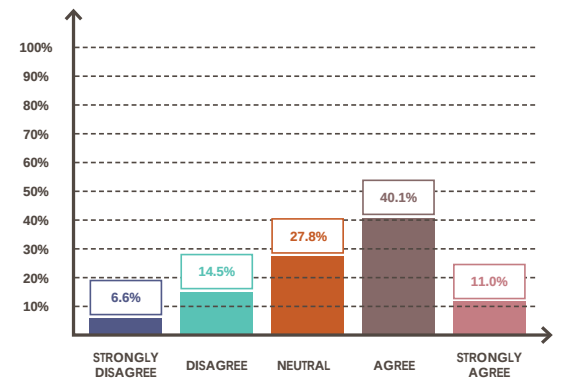
City should use local tax resources to protect historic landmarks and buildings.



City should use local tax resources to implement environmental sustainable infrastructure.



City should use local tax resources to attract new businesses.



Public Workshop

A public workshop was held on November 21, 2019 at Roeland Park City Hall. The purpose of the public workshop was to review the comprehensive planning process and identify the community's goals and vision for Roeland Park through a variety of group exercises.

Postcard Exercise

Workshop participants were given a small postcard with the following phrase:

*"Dear Friend/Family,
It is the year 2040 and you should visit me here in Roeland Park because..."*

Participants were then asked to finish the statement with Roeland Park's most promising attributes. This exercise identified the community's most cherished assets and tourist attractions.



Figure 3.13 - Public Workshop Sample Postcard

ROELAND PARK COMPREHENSIVE PLAN	
Roeland Park, Kansas	
Dear Friend/Family, It is the year 2040 and you should visit me here in Roeland Park because...	
We have a fabulous walkable and bikeable community for all ages and it is accessible / welcoming for everyone. This is reflected in our multi-purpose trails, activity-based park programming and interactive art. Roeland Park is a place where we can age-in-place.	
	

ROELAND PARK COMPREHENSIVE PLAN	
Roeland Park, Kansas	
Dear Friend/Family, It is the year 2040 and you should visit me here in Roeland Park because...	
It's a vibrant community with beautiful public art, locally-owned businesses including stores and restaurants and restored vintage homes. It's also a diverse and positive community with cool parks and other community spaces.	
	

Figure 3.14 - Postcard Response Examples

Note Card Exercises

Participants were given three note cards at the beginning of the public workshop. One note card had a red dot, one a green dot and one was blank. Half-way through the meeting, participants were asked to take a few moments to considering the following questions:

- Green Dot Note card - What are the biggest opportunities for Roeland Park?
- Red Dot Note card - What are the biggest challenges for Roeland Park?
- Blank Note card (side with lines) - What is your one big dream for Roeland Park?
- Blank Note card (side without lines) - What is your one big fear for Roeland Park?

Word clouds for the note card responses were generated for each prompt (Figure 3.15). The larger the word or phrase the more often it was mentioned in the note card responses.

Biggest Opportunities

- Walkability
- More Housing Options
- Redevelop Johnson Drive
- New Restaurants
- Bikeable

Biggest Challenges

- Small Vision
- Lack of Walkability
- Landlocked
- Dilapidated Businesses
- Small Geographic Area

One Big Dream

- City Center
- Walkable
- Unique Restaurants
- Mixed-Use District

One Big Fear

- Small Vision
- Citizen Input Ignored
- Unmaintained Homes
- Limited Revenue

Biggest Opportunities



Biggest Challenges



One Big Dream



One Big Fear

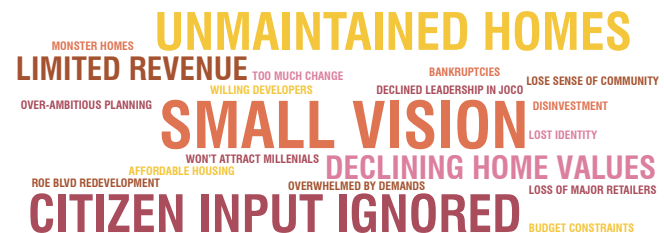


Figure 3.15 - Note Card Response Word Clouds

Visual Preference Exercise

Representative imagery for different subject areas were placed on several boards and workshop participants put green dots for things they liked and red dots on things they did not like.

Housing represents an important consideration for the future of Roeland Park. As a landlocked and mostly developed community, available land for development is scarce. Therefore, any strategy for housing will require either new construction or rehabilitation of existing homes. Because of this, participants were prompted to give feedback on several different typologies of housing.

Single-family Homes (Infill)

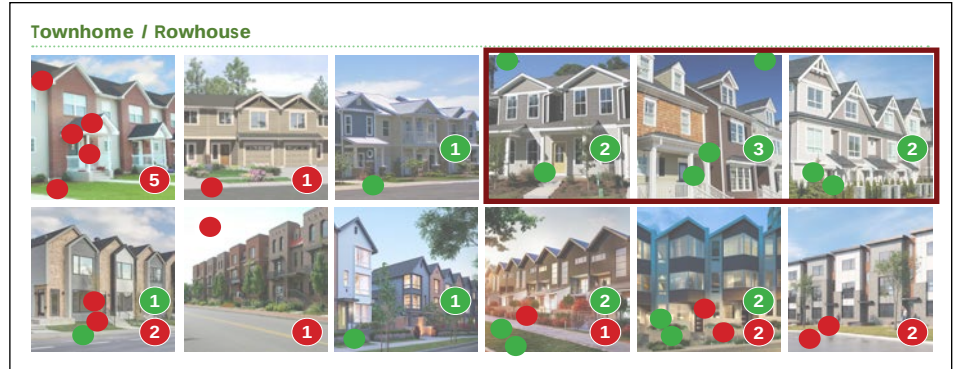
Participants favored single-family homes that were more traditional in character with attention to architectural detail such as front porches and overhangs. Any new single-family home would be an infill development and respondents considered which style of home would fit within the existing neighborhoods. Participants did not prefer single-family homes with a modern aesthetic.

Townhome / Rowhouse

The townhome / rowhouse photos that appealed to participants were 2-3 story in height and had a traditional architecture character. The preferred images all had front porches and peaked roof lines. Once again, participants did not prefer townhomes or rowhouses with a modern aesthetic.

Multi-Family

Apartments with quality architectural detailing were the most preferred multi-family images. In the preferred images, the building facades tend to have more setbacks and greater variety of materials.



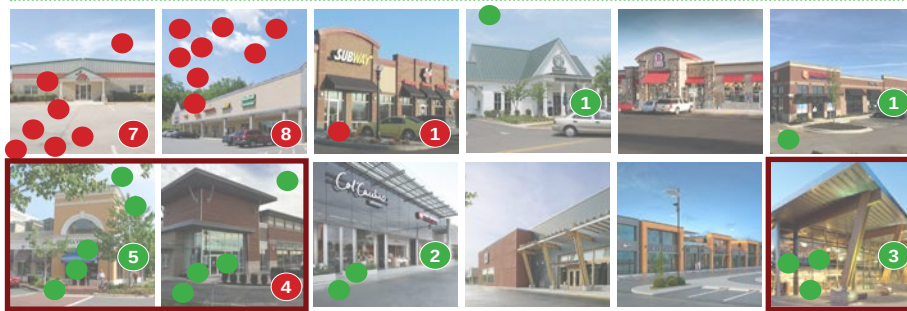
Mixed-Use



Mixed-Use

More traditional Mixed-Use buildings were the preferred images for workshop participants. Modern architecture with streamlined features received more negative votes. It should be noted that images showing mixed-use buildings with an active sidewalk or gathering space in the frame received the highest number of positive votes.

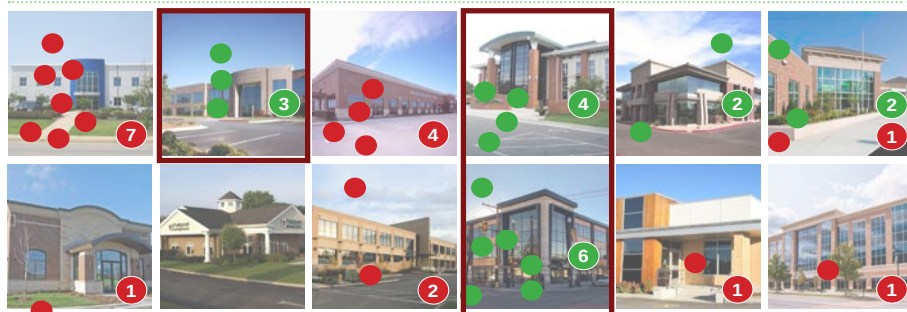
Retail



Retail

Participants rejected retail images showing low-quality, uninspiring architecture, similar to what is found along Roe Boulevard today. The images with the most positive votes displayed architectural detail and pedestrian-scaled buildings that promote walkability around the periphery.

Office Space

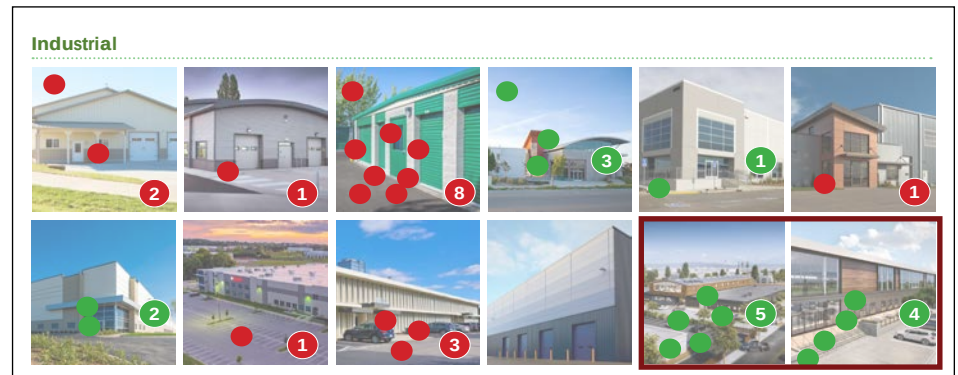


Office Space

If new office development were to take place in Roeland Park, participants preferred those with a strong architectural identity comprised of brick and prominent window features.

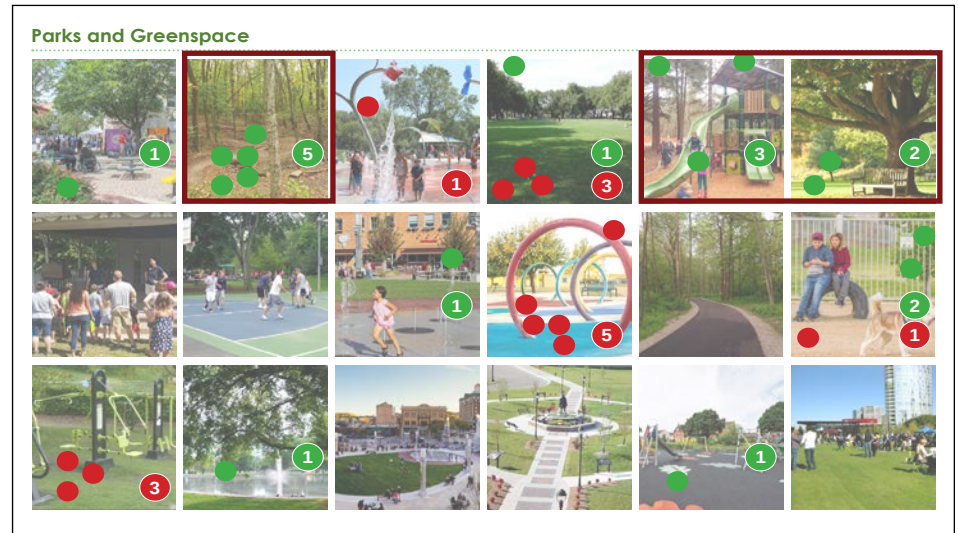
Industrial

Participants favored industrial developments that embody an office space aesthetic and disliked low-cost and low-quality facilities such as storage units. The most favored image in this section conveyed quality building construction and design within a well-landscaped site.



Parks and Greenspace

The final category, Parks and Greenspace, offered a variety of programmatic elements and character for participants to respond to. In general, passive activities such as walking trails, park benches and open lawn received the most favorable votes. Fitness equipment and play features received the most negative votes.



DEFINING ROELAND PARK

Please place a dot on each scale to indicate your feelings and preferences for Roeland Park

PREFERENCE SCALE



Walkability / Bikeability



Quality of Life



Public Safety



Growth + Development



Equity



Economic Development



Housing Options



Sustainability



Community Pride



Preferences Exercise

Workshop participants were asked to place a sticker along a scale that reflected their feelings or preferences towards nine different categories.

Walkability / Bikeability

The results were mixed on whether they felt safe walking or riding their bike in Roeland Park.

Quality of Life

The vast majority of responses indicate a high quality of life.

Public Safety

All responses indicated a strong feeling of safety within the City of Roeland Park.

Growth + Development

Most of the responses indicated that the city should try to attract growth and development although some were neutral in their response.

Equity

All respondents felt the city should invest more in struggling neighborhoods.

Economic Development

Feelings were mixed on whether the city should offer tax or financial incentives to encourage more development.

Housing Options

There were a range of responses indicating the happiness with the housing options available in Roeland Park.

Sustainability

Results show the city should make sustainability a priority.

Community Pride

Most responses indicate a high feeling of pride for their community.

Box City Event

The Box City Event was held on January 31, 2020 at Roesland Elementary School. This was a kid-oriented event that encouraged students to use their creativity to think about their community in the future and design how they want it to look with paper and boxes. In this activity students decorated buildings, laid out roadways, thought about how certain buildings and land uses go together and what would be appropriate or not. The buildings and city designed by the children not only exemplified what they deemed important (schools, hospitals, libraries) but also thought about what makes a community have a high quality of life. They included places such as movie theaters, museums, animal shelters and even some mixed-use industrial and residential buildings. The results of this exercise confirm the long-term need to promote quality city planning for the future of Roeland Park.

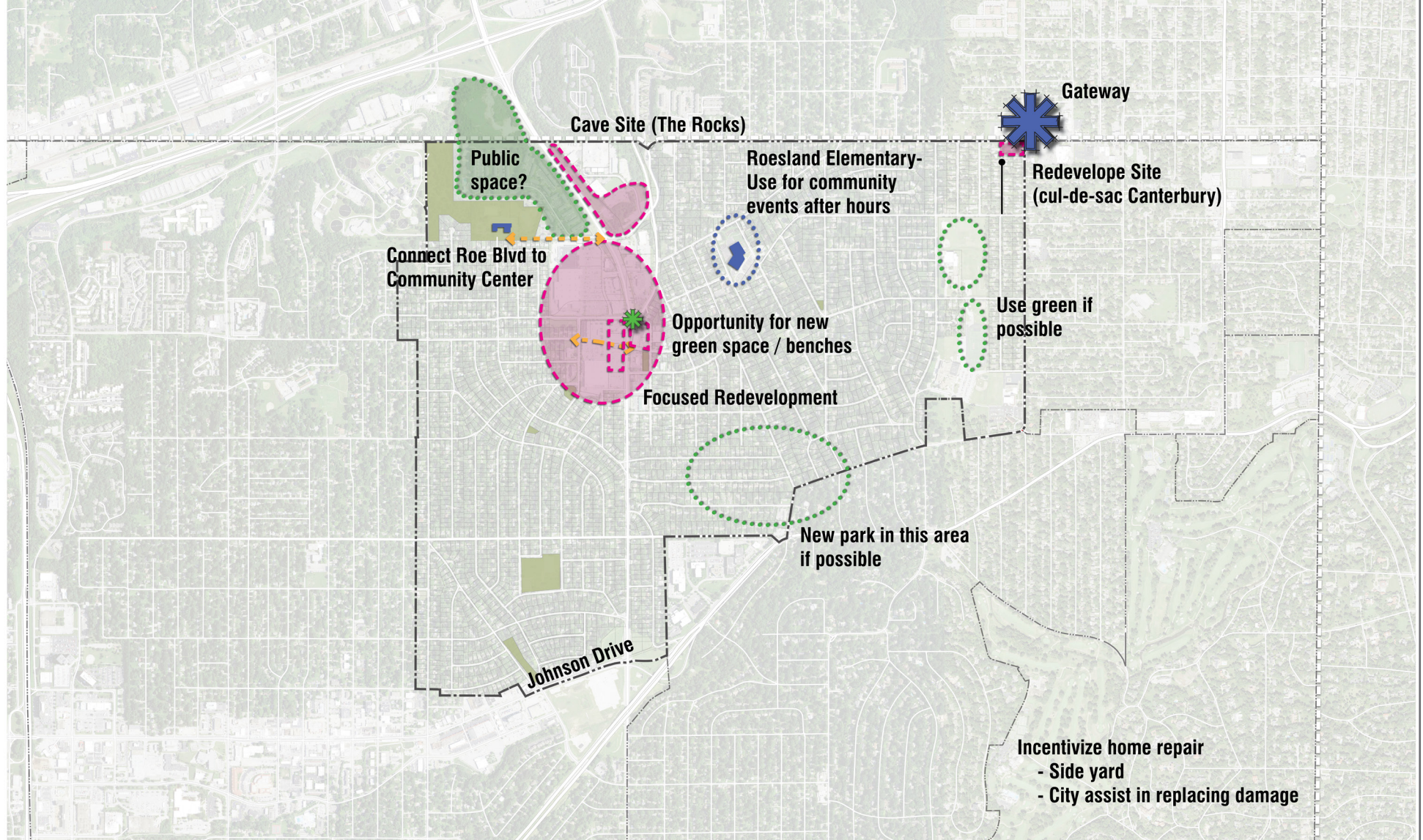
Focus Area Mapping Exercise

Participants at the public workshop were asked to consider a basemap of Roeland Park and provide any additional comments they had regarding specific areas of the city. All comments were valid, and the planning team made note of all that was shared. The results of this exercise can be found on the following page (Figure 3.16). The main takeaways included:

- Particular attention and planning should be applied to the Roe Boulevard corridor with redevelopment and green space important considerations.
- A residential area just east of Roe Boulevard is deficient in the amount of park space available.
- Residents see an opportunity for a gateway feature or development along County Line Road in the northeast corner of the city.
- Roe Boulevard Apartments property should be analyzed for redevelopment or public space improvements.



BASE MAP



ROELAND PARK COMPREHENSIVE PLAN

Roeland Park, Kansas



Figure 3.16 - Focus Area Mapping Exercise Results

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4

LAND USE DEVELOPMENT PLAN



LAND USE DEVELOPMENT PLAN OVERVIEW

The land use development plan for Roeland Park reviews the existing land use patterns of the community and identifies areas where redevelopment or new development may best occur. The land use analysis identifies areas or corridors of the community that may currently be underutilized or whose use is not the best and highest value use of the land. Over time, the development style and densities of communities will change in response to market conditions, environmental restrictions, roadway needs, or consumer/resident-driven demand. Identifying redevelopment possibilities in a landlocked community like Roeland Park is especially important because redevelopment is one of the few ways new development styles or densities can occur. There are a few key areas of the community that are vacant or undeveloped and the Land Use Development Plan lays out a vision for the future of Roeland Park that reflects market changes, community input and best practices for community growth and development.

Existing Land Use

The existing land use of Roeland Park is shown in Figure 4.1 and summarized in Table 4.1. Roeland Park is a largely low-density residential community with single-family homes accounting for just over 75% of all land. Low-density residential land is followed by public & semi-public land, such as schools or city buildings, which account for 8.2% of existing land uses. Commercial land uses are on 52.6 acres, or 6.3% of existing land. There are approximately 30.1 acres of high-density residential and 3.7 acres of medium density

residential. Parks account for around 3.5% of existing land uses, totaling 29.6 acres. Office uses can be found on 14.2 acres, totaling just under 2% of the existing land use. Industrial land accounts for less than one percent of existing land uses with 5.4 acres.

Most of the commercial areas of the community are found along Roe Boulevard between W 48th Street and W 52nd Terrace. Larger big box retail such as Walmart, Lowe's, and Price Chopper are located in this area. Several other commercial enterprises with smaller building footprints such as banks, dental clinics, and fastfood can also be found in this commercial corridor. The other smaller commercial nodes of Roeland Park are at the intersections of Roe Boulevard and Johnson Drive, Shawnee Mission Parkway and Buena Vista Street, and Mission Road and W 47th Street in the northeast corner of Roeland Park.

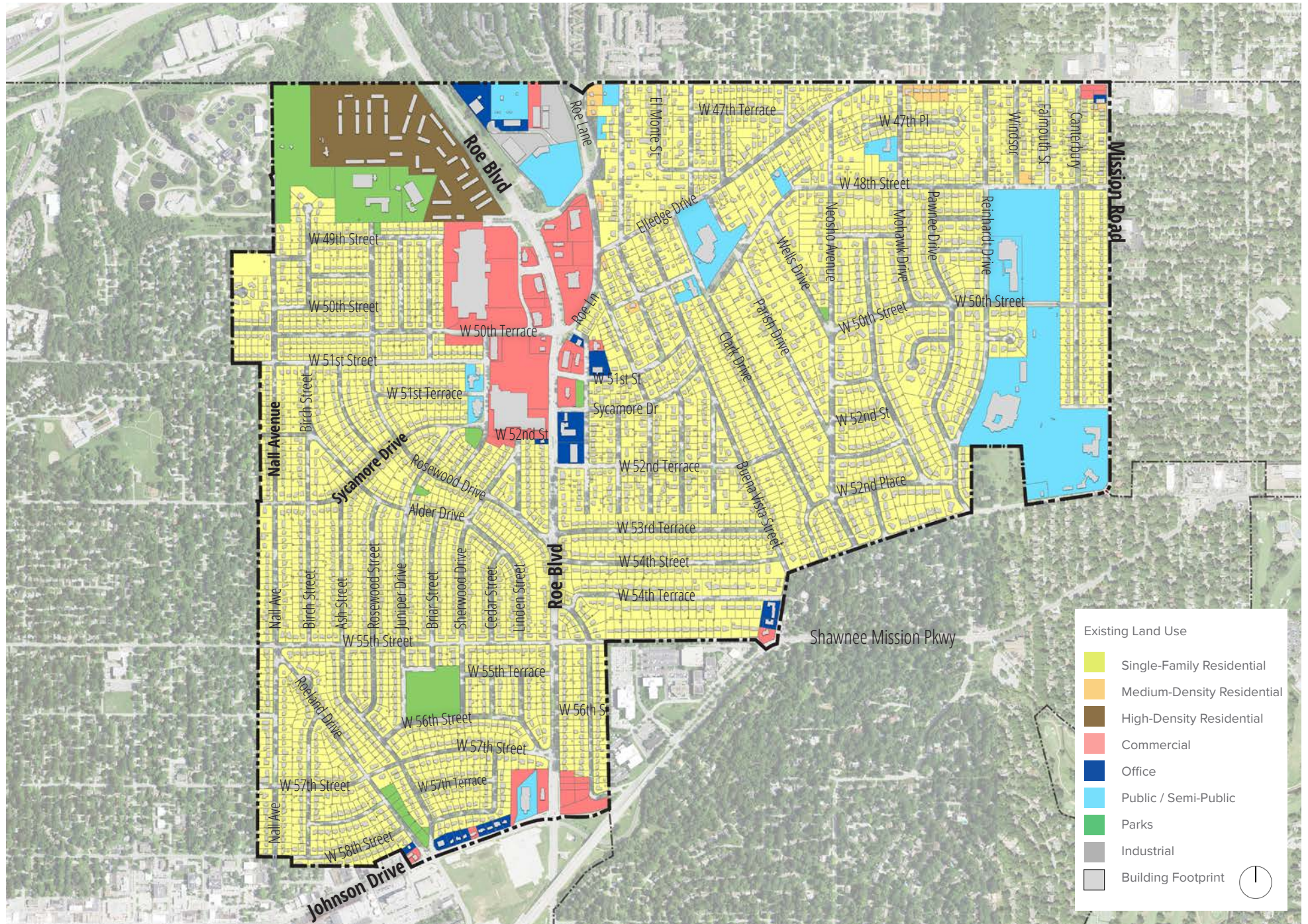
The low-density residential land is spread across nearly the entire community with the exceptions of the Roe Avenue Commercial Corridor and the area immediately north. There are currently only a few areas with multi-family or medium/high density residential in Roeland Park. There are a handful of duplexes and triplexes spread throughout the low-density residential areas. The only major apartment complex is The Boulevard apartment complex, a 410-unit building located in the northwest corner of the community.

Table 4.1 - Roeland Park Existing Land Use Composition (2020)

	Existing Land Use	Acres	Share (%)
	Single-Family Residential	636.1	75.7%
	Public & Semi-Public	68.7	8.2%
	Commercial	52.6	6.3%
	High-Density Residential	30.1	3.6%
	Parks	29.6	3.5%
	Office	14.2	1.7%
	Medium-Density Residential	3.7	0.4%
	Industrial	5.4	0.6%
	TOTAL	840.4	100.0%

Source: Confluence with inputs from Johnson County and the City of Roeland Park

Figure 4.1 - Existing Land Use Map, Roeland Park



STRATEGIC OPPORTUNITIES PLAN

Based on all the feedback received from the community and city leaders, the planning team developed a Strategic Opportunities Map to synthesize the major themes that formed during the public participation process. This exercise helped the planning team think holistically about the series of individual ideas, concerns, challenges, and opportunities. This process influenced the Future Land Use Map which can be found on Page 57 (Figure 4.13).

The major takeaways from the Strategic Opportunities Map include:

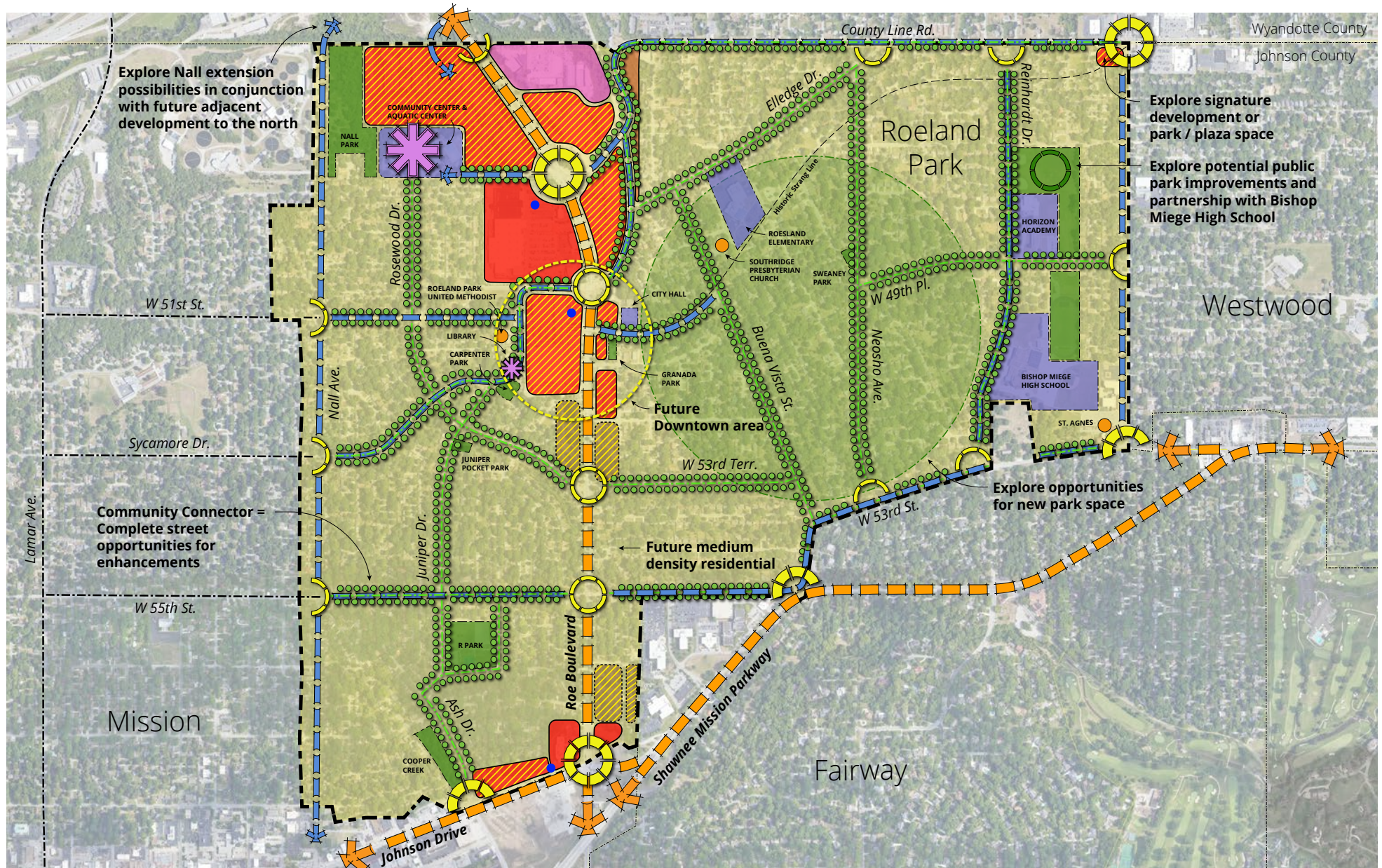
- Roe Boulevard is the major north / south corridor through the community and has the best ability to sustain **higher-density mixed-use developments**. This degree of development has the opportunity to create a walkable downtown district and is supported by the 2019 Planning Sustainable Places Roe Boulevard and Johnson Drive Corridor Plan.
- Future **medium-density residential** opportunities are indicated in various areas along Roe Boulevard. If the need arises in the community for medium-density residential, these locations would be ideal because Roe Boulevard is a heavily traveled corridor and this type of development would buffer the commercial centers and any future downtown development from the surrounding single-family homes. This type of housing would also satisfy the interest for a greater variety of housing types within the community as reflected in the public survey, administered as a part of this planning process. For more details on medium-density residential, refer to page 52.
- The Visioning Roe 2020 process identified connectivity concerns related to Roe Boulevard. The Roe 2020 reconstruction project will address these concerns though further opportunities to facilitate an easier crossing should be studied. W 55th Street, W 53rd Terrace and West 48th Street are likely the best locations for **enhanced pedestrian and bicycle crossings**.
- A network of **community connectors** would serve to enhance the pedestrian condition through improved sidewalks, plantings and amenities and better connect neighborhoods with existing parks and open spaces. Planned dedicated on-street bike lanes and shared-use paths are indicated on this map according to the 2017 Pedestrian + Bicycle Infrastructure Strategy Plan.

- Future connections between Nall Avenue and Roe Boulevard should be explored in conjunction with future adjacent development to the north. New access to the Community Center from Roe Boulevard should also be explored. These connections can improve circulation and access while enhancing connectivity to benefit the community.
- The amount of existing park space east of Roe Boulevard is relatively low compared to the neighborhoods west of Roe Boulevard. Partnerships with other existing institutions for use of existing space, or acquisition of future available property for this purpose are recommended.
- Opportunities for new **gateway improvements** at key locations throughout the community should be explored, including new thematic identification monuments, signage, landscape, and pedestrian amenities to create a sense of arrival. A key location is the 47th and Mission road intersection, which could include a new high-quality use that compliments the revitalization already occurring along the 47th Street corridor. The city should collaborate with and assist the property owner to explore redevelopment options.

Strategic Opportunities Legend

	Major Community Gateway		Major Community Corner
	Minor Community Gateway		Minor Community Corner
	Major Park Opportunity		Primary Corridor
	Important Community Assets		Secondary Corridor
	Dedicated On-Street Bike Lane (Future)		Community Connectors
			Shared-Use Path (Future)
	Industrial		Potential Medium Density Residential
	Public		Mixed-Use Commercial
	Existing Parks		Medium-Density Residential
	Commercial		Potential Mobility Hub

Figure 4.2 - Strategic Opportunities Map



ROE BOULEVARD AND JOHNSON DRIVE CORRIDOR PLAN

In 2018, the Roe Boulevard and Johnson Drive Corridor Plan was completed with the goal of studying two areas of opportunity within Roeland Park to identify challenges and issues associated with the existing conditions and propose a series of redevelopment options. This plan's intent is to guide the City's efforts in positioning these two areas for long-term success and to take citizen's comments and desires into account when considering the future role these sites will play in serving the changing needs of the community. The full plan can be viewed on the City of Roeland Park's website.

North Site

Located along the northern edge of the city, this 77-acre site, sits just west of Roe Boulevard, as shown in Figure 4.4. Nearby, Roe Boulevard connects with Interstate 35 and therefore acts as the main gateway into the city from the north at this location. Dominated by several major retailers such as Lowe's, Price Chopper and Walmart, this area also contains smaller strip mall developments and pad sites that are orientated away from the street. Each of these retail components are surrounded by expansive surface parking lots which are confusing to navigate.

Also located on the north site are the boulevard apartments and existing community center.

South Site

This site sits on the north side of Johnson Drive and is approximately 2-acres. It is positioned between the newly developed Commerce Bank and St. Luke's Hospital facilities and Ash Drive on the west. It is also located along the southern edge of the existing Roe Manor Heights residential neighborhood (Figure 4.4).

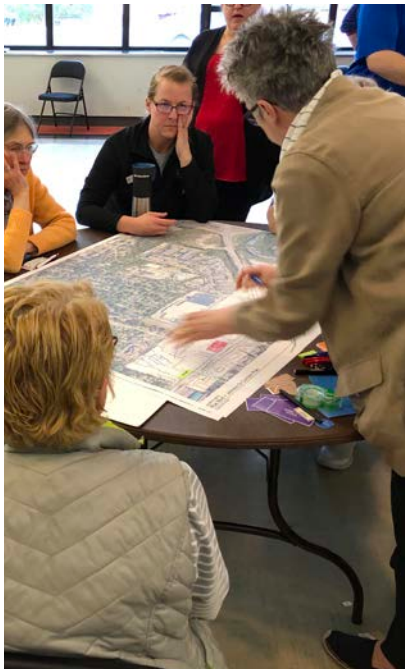
This site contains several homes that have been converted into commercial spaces and offers unattractive stretches of asphalt pavement with no pedestrian amenities. Directly across the street, a large mixed-use development known as, Mission Gateway, is currently being constructed. This development is within the city of Mission, KS.



Figure 4.3 - Historic Zoning Map of Roeland Park



Figure 4.4 - Roe Boulevard and Johnson Drive Corridor Plan Study Area



Existing Conditions Analysis

Much like the process taken with the Roeland Park: Moving Forward 2040 Plan, the Roe Boulevard and Johnson Drive Corridor Plan analyzed existing conditions for both the north and south sites. The attributes analyzed include site topography, general pavement conditions, site connectivity, existing vegetation, and the aesthetics of the corridor.

Planning Process

Fundamental to the formation of this plan was input and feedback from community members. These two sites represent important areas within the city of Roeland Park. Therefore, any redevelopment that takes place needs to be considered and approved by the greater community. A steering committee helped guide the planning team throughout the process and a series of planning workshops, public meetings, questionnaires, and engagement activities resulted in a comprehensive set of recommendations.

North Site

Three concepts were developed for the north site, which comprises the Bella Roe Shopping Center, Boulevard Apartments, Community Center and Walmart.

N1 - This concept left the existing retail intact with enhancements made to the parking lots and circulation patterns. Small pad developments are recommended near the new connection with the community center.

N2 - This concept replaces the Walmart with a larger footprint store, enhances parking lot corridors, adds new pad site retail, proposed townhome development alongside Lowe's and establishes a new connection to the community center from Roe Boulevard.

N3 - In this scenario, the Walmart and strip mall are replaced with high-density mixed-use and a public green space. More mixed-use development is shown on the boulevard apartment site where new large-scale retail is also indicated.



Figure 4.5 - Concept N1



Figure 4.6 - Concept N2



Figure 4.7 - Concept N3



South Site

Three concepts were also developed for the south site which fronts Johnson Drive. All three scenarios propose to replace the existing commercial buildings currently found in this location.

S1 - In this scenario, three one-story commercial buildings are proposed with screened parking serving the tenants.

S2 - Concept two proposes two commercial buildings with one comprising of two-story mixed-use occupants and a screened parking lot between the two developments.

S3 - In this scenario, a larger two-story mixed-use development and smaller one-story commercial development anchor the site. Because of the larger footprints, more parking is required, and this scenario looks to redevelop the adjacent single family homes along Cedar Street. A townhome development is also proposed for additional residential units along Ash Drive.



Figure 4.8 - Concept S1



Figure 4.9 - Concept S2



Figure 4.10 - Concept S3



Figure 4.11 - Concept S3 with Parking Deck

FUTURE LAND USE DEFINITIONS

The Future Land Use Plan created for Roeland Park is composed of several new future land use categories. These land use categories describe the style and density of the development proposed for each area of the community. A definition and representative imagery for each future land use category is included.

Future land use categories include:

- Low-Density Residential
- Medium-Density Residential
- High-Density Residential
- Mixed-Use Commercial
- Commercial
- Industrial
- Public & Semi-Public
- Parks & Open Space

Low-Density Residential

The Low-Density Residential future land use category is designed for areas with more traditional lower density single-family with lot sizes range from 1 to 5 dwelling units per acre. The current average density of existing single-family residentially developed areas within Roeland Park is approximately 4 dwelling units per acre. This land use category will be predominantly single-family detached homes with some duplexes and single-family homes with accessory dwelling units. This land is generally served by local or collector streets and not on main arterial streets. Development within the category may also include religious, educational, institutional uses, and public and private recreational areas such as parks.

Medium-Density Residential

The Medium-Density Residential future land use category is designed for townhome, rowhouse or cottage home developments as well as single-family homes with accessory dwelling units. There will likely be a mixture of housing types including single-family detached dwellings, townhomes, rowhouses and duplexes, with an overall density of between 5 to 10 dwelling units per acre. Development within the category may also include religious, educational, institutional uses, and public and private recreational areas such as parks. This land can serve as a transitional use between low-density residential and arterial roads or more intense land uses such as commercial or industrial. The images to the right are all local Kansas City examples of medium-density residential developments.



Figure 4.12 - Examples of Low-Density Residential



Figure 4.13 - Examples of Medium-Density Residential

High-Density Residential

The High-Density Residential future land use category is set aside for areas with densities of 10 or more dwelling units per acre. The category should mainly be composed of apartments or condominiums with some townhomes/rowhouses when appropriate. The housing is meant to provide alternative housing for all age groups as well as serve as transitional housing for new residents. Development within the category may also include religious, educational, institutional uses, manufactured housing developments, childcare centers, and public and private recreational areas.



Figure 4.14 - Examples of High-Density Residential

Mixed-Use Commercial

The Mixed-Use Commercial future land use category is designed for areas to be developed at a higher, more urban density with multi-story buildings. This development style can have a combination of residential (10+ dwelling units per acre), retail and office uses either as mixed-use buildings or single-use buildings. Generally, for mixed-use buildings, retail or office uses will occupy the first floor with residential located on the floors above. The type of residential included in this land use category are typically higher density apartments, condominiums or townhomes / rowhouses. Entertainment uses are also commonly found in mixed-use commercial areas. This land use is typically found near other commercial nodes, along major arterial streets or at key intersections in a community.



Figure 4.15 - Examples of Mixed-Use Commercial

Commercial

The Commercial future land use category is designed for community and neighborhood-serving retail, office, entertainment, and commercial areas. These retail and entertainment uses are intended to serve the entire community as well as attract users from outside of the city. Commercial areas are generally located on arterial or collector streets and should contain multiple access points. Typical uses in a commercial district include larger box stores and multi-tenant shopping centers.



Figure 4.16 - Examples of Commercial Land Use

Industrial

The Industrial future land use category is designed for light industrial or business park office use. Typical uses found in this land use category include light industrial manufacturing and parts assembly, warehousing, and distribution with no outdoor storage of bulk materials.



Figure 4.17 - Examples of Industrial Land Use

Public & Semi-Public

The Public & Semi-Public future land use category includes publicly owned land such as city hall, the library, community centers, places of worship, hospitals and police / fire facilities. It also includes semi-public land such as cemeteries and court houses. Institutional uses such as schools or college land also fall into this land use category.



Figure 4.18 - Examples of Public / Semi-Public Land Use

Parks & Open Space

The Parks & Open Space future land use category is set aside for public, private, and semi-private recreational land such as parks, trails, golf courses, greenways, and recreation fields. Ownership may be private but is often public and available for use by all residents and visitors.



Figure 4.19 - Examples of Park / Open Space Land Use

FUTURE LAND USE PLAN

Future land use plans show the preferred future land uses of a community. It lays out a vision for the community and can help the city during decision-making over re-zonings or proposed redevelopments. It will often represent what currently exists within an area but will also highlight areas where new or redevelopment should occur. A future land use plan does not replace zoning or make properties out of compliance. Rather, it shows what could be if an area were to redevelop or develop for the first time. As a landlocked and mainly built-out community, the future land use map in Roeland Park will mainly reflect the existing land uses of the community with a few areas identified for proposed redevelopment over time.

Figure 4.13 shows the future land use plan for Roeland Park and Table 4.2 summarizes it. The future land use breakdown for Roeland Park largely mimics the existing land use breakdown. Over 73% of the future land use plan is low-density residential, which is only slightly lower than the existing land use breakdown. One significant change is the decision to put medium-density residential as the preferred land use category in the parcels adjacent to Roe Boulevard south of W 52nd Street until W 53rd Terrace and northeast of the intersection of Johnson Drive & Roe Blvd. Given the traffic of Roe Boulevard and the need for residential diversity in Roeland Park, these areas have been identified as medium-density residential for future redevelopment purposes. Additional rooftop density and housing choice could help reinvigorate the Roe Boulevard corridor.

Another significant change is the expansion of the Mixed-Use Commercial future land use at the now vacant lot at the northeast corner of Roe Boulevard and W 48th Street. Given the adjacent land uses and the traffic associated with Roe Boulevard, the Mixed-Use Commercial future land use is well suited for this area. The Mixed-Use Commercial land uses are complemented by the nearby apartment complex to the northwest because they provide a higher density of population to patron the mixed-use businesses.

Figure 4.12 - Future Land Use Composition

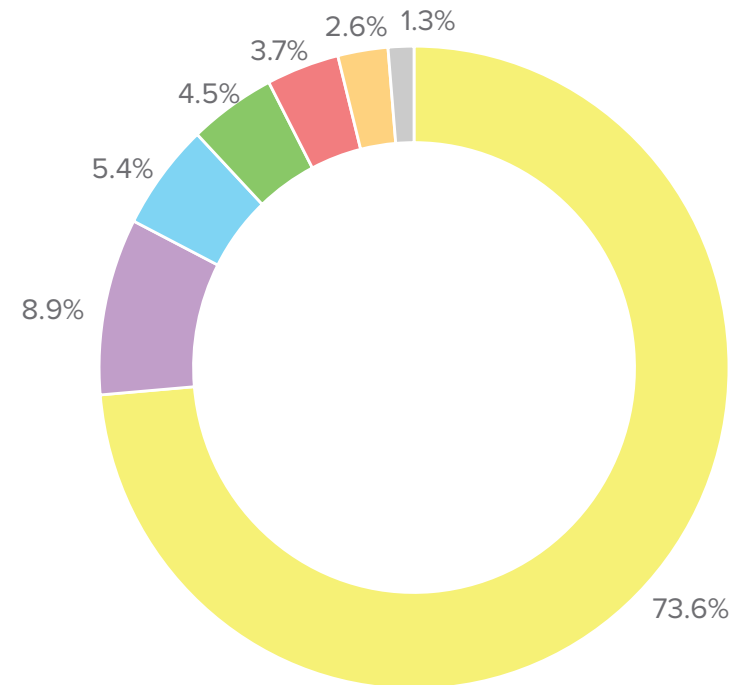
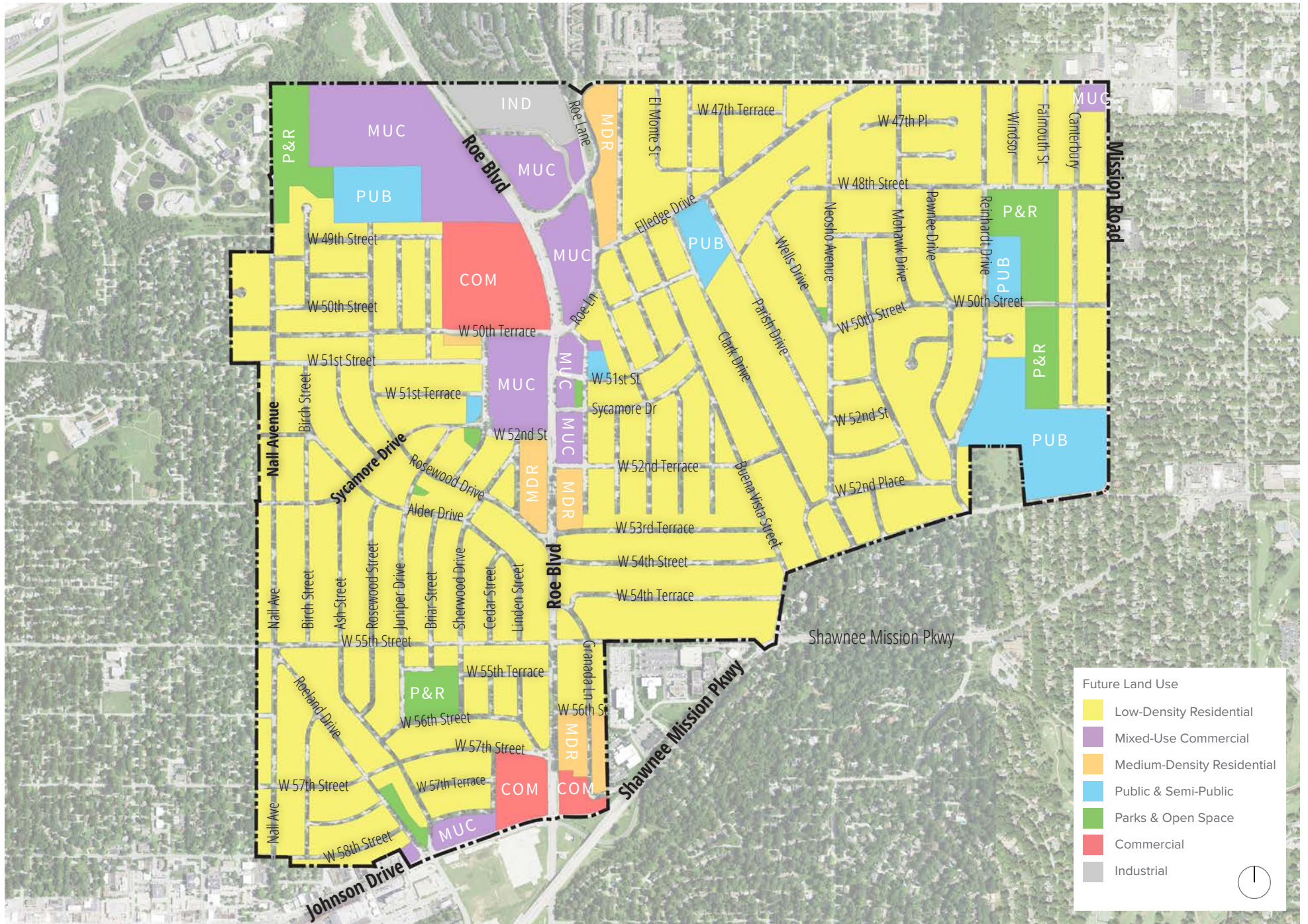


Table 4.2 - Future Land Use Composition

	Future Land Use	Acres	Share (%)
	Low-Density Residential	624.7	73.6%
	Mixed-Use Commercial	75.4	8.9%
	Public & Semi-Public	45.7	5.4%
	Parks & Open Space	37.8	4.5%
	Commercial	31.7	3.7%
	Medium-Density Residential	21.8	2.6%
	Industrial	11.2	1.3%
	TOTAL	841.9	100.0%

Figure 4.13 - Future Land Use Map, Roeland Park



Land Use to Zoning Compatibility Matrix

The land use to zoning compatibility matrix below shows the relationship between the new future land use categories and the existing zoning districts within the City. Land uses and the corresponding zoning districts are listed as either compatible (“C”) or partially compatible (“PC”). If blank, then the given zoning district is not compatible within the corresponding land use category.

This matrix should be used as the basis for determining the appropriate zoning district or districts when a rezoning is being considered for a given property. If the zoning proposed for a desired redevelopment proposal is incompatible with its land use designation, the designation on future land use map should be amended accordingly as part of the rezoning process. A future update to this matrix may be necessary to address any changes to the City’s zoning code regulations.

Land Use to Zoning Compatibility Matrix										
Land Use Categories	Zoning Districts									
	Single-Family	Duplex	Multiple Residences	Office	Retail	Planned Zoning Districts				
						CP-O	CP-1	CP-2	P-I	MXD
Low-Density Residential	C	C								
Medium-Density Residential	PC	C	C							
High-Density Residential		PC	C							PC
Mixed-Use Commercial			C	C	C	C	C	C		C
Commercial				C	C	C	C	C		C
Industrial								PC	C	
Public & Semi-Public	C	PC	PC	PC						
Parks & Open Space	C									

Table 4.3 - Land Use to Zoning Compatibility Matrix

Zoning Code Analysis and Recommended Action Items

The City should consider a general update to the City’s zoning regulations to modernize the language and standards. The following are some specific recommendations:

- Update and expand the definitions to cover modern terminology especially related to permitted uses.
- Consider adding residential design standards as recommended by the Comprehensive Plan.
- Establish additional design standards for multi-family residential, office, and retail uses.
- Add language to restrict drive-thru uses and certain businesses from being established in high-value retail development corridors and city gateways.
- Create a table detailing the setback requirements for each zoning district.
- Develop an expanded table of permitted uses for all zoning districts.

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5

RESIDENTIAL DESIGN AND UNIVERSAL DESIGN STANDARDS



RESIDENTIAL DESIGN STANDARDS

As a mostly built-out community, Roeland Park has few opportunities for new home construction. Despite this reality, there has been a trend in recent years where much larger homes, compared to their neighborhood context, are constructed on multiple smaller properties that have been purchased and combined. While completely legal, this type of redevelopment can have adverse effects on the existing neighborhood and homeowners. This trend has occurred in Roeland Park but also in neighboring communities such as Prairie Village and Fairway.

One tool communities have to regulate the construction of homes that are out of context to their surrounding neighbors, is applying residential design standards that apply to new home construction or home renovation. The goal of these standards is to allow for redevelopment but in a way that maintains and enhances Roeland Park's character and quality.

The Roeland Park: Moving Forward 2040 Plan will outline a set of preliminary recommendations for the city leadership to consider. These recommendations include applying standards to the following:

- Bulk Regulations
- Architectural Design
- Driveways

Zoning Code Updates

Application

New single-family homes, including the replacement of a demolished home, must comply with the Residential Design Standards.

Reconstruction or replacement of 50% or more of the gross floor area of the original structure, including successive projects that cumulatively total 50% or more of the gross floor area of the original structure, require the entire structure be brought into compliance with the design regulations.

All additions must comply with the design regulations. Additions greater than 2,000 sq. ft. in gross floor area, including successive additions that cumulatively total 2,000 or more sq. ft., require the entire structure be brought into compliance with the design regulations.

Exceptions and Building Maintenance

The regulations do not apply to building facade maintenance and repair including repainting of existing painted surfaces, roof, window, and siding replacement and roof replacement with identical materials.

At the full discretion of the Building Official, deviations from these standards may be granted in order to ensure the building addition is aesthetically compatible with the existing building design and appearance.

Bulk Regulations

Keep **the building setbacks** the same but consider expanding the 35 ft max height limit to apply to all sides of the home and not just the front yard elevation.

- Front Yard Setback: 30 to 35 ft
- Rear Yard Setback: 15 ft
- Side Yard Setback: 5 ft (building limited to max 80% of lot width)
- Height Limit: 35 ft

Open Space Standards

City code currently requires single family residential properties have a minimum of 55% of the lot area maintained as a permeable or uncovered surface (pervious). This definition could be clarified that this area cannot be covered by any accessory structure (including sheds, garages, play structures, pools) decks, patios or other paved areas to reinforce the importance of this provision. This standard could further be increased to 60% or 65%.



Floor Area Ratio (FAR)

Add a Floor Area Ratio (FAR) requirement between 0.45 and 0.50 to further limit the bulk of a new home on a large lot. This area calculation includes un-finished basements and attached garages.

As an alternative, this FAR requirement could be set to only apply on larger lots - such as lots that are greater than 10,000 square feet in area.

Lot Merger Regulations

In lieu of or as a supplement to a floor area ratio (FAR) building for single family residential properties, the City could adopt standards for joining or merging lots - requiring that no building be constructed over/across any property or lot line unless approved for merger via a lot-tie agreement or replatted, subject to the following:

- Does not create a through lot, meaning it cannot allow street access from the front and rear yards.
- The new lot width is not 50% larger than the average lot width of the properties within 200 feet
- The lot merger does not result in the total square footage of the new lot being 50% larger than the average square footage of the properties within 200 or 300 feet.
- Exception: Lot merger/replatting maybe approved if the resulting merged lot is no greater than 100 feet in width (or other minimum lot width and lot size standard).

Architectural Design

Single-family homes should be designed and constructed to be compatible with the surrounding neighborhood and be built of quality materials. All single-family dwellings and their accessory structures, including detached garages and sheds over 120 square feet, shall be residential in character.

Street Facing Garage Door Standards

Street facing garage doors that either exceed 50% of the width of the street-facing facade or have a combined total width of 30 feet shall be architecturally treated and setback a minimum 2-ft from the front facade of the house.



Figure 5.1 - Example of appropriately scaled and setback garage

Figure 5.2 - Garage Door Standards - 65' Lot

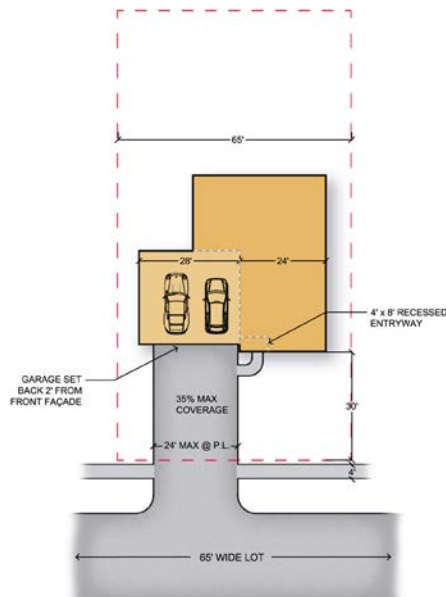


Figure 5.3 - Garage Door Standards - 85' Lot

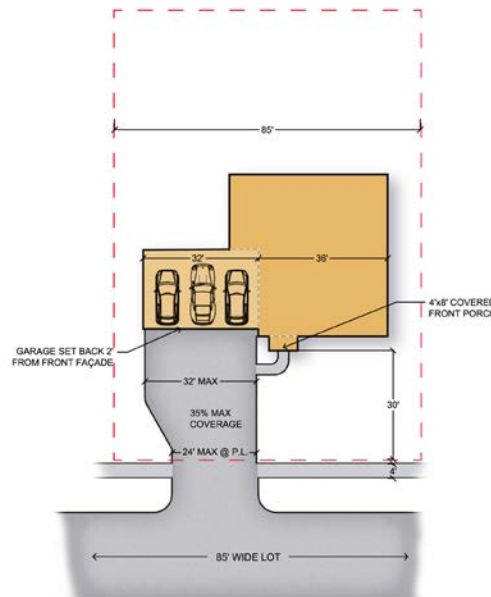
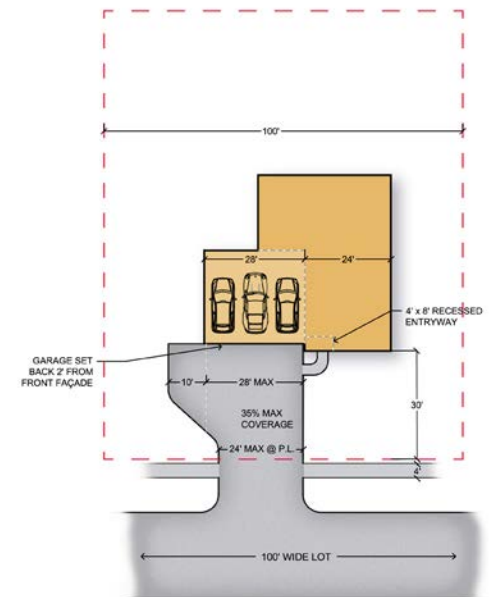


Figure 5.4 - Garage Door Standards - 100' Lot



Exterior Building Materials

No specific standards for exterior materials except that quality, exterior grade materials are required.

Acceptable materials include but are not limited to exterior grade/rated:

- Brick and stone veneer
- Stucco - traditional Portland based
- Wood - panels, siding, and trim
- Cement fiberboard and composite wood - panels, siding, and trim
- Vinyl and approved metal siding and trim
- Exterior Insulation and Finish System (EIFS) - water managed
- Glass windows and doors, and glass block
- Concrete block and cast-in-place concrete - foundation walls only
- Roofing materials include:
 - Laminate style asphalt shingles (architectural asphalt shingles)
 - Standing seam metal roofing
 - Slate and tile (including synthetic and composite)

Wall and Roof Articulation

Long blank walls and roof lines shall not be permitted. The walls and roofs on all sides of each building shall be broken up by a combination of methods including window and door openings, dormers, changes in the roof and wall plains, wall and roof projections and off-sets, or changes in exterior building materials.

No street facing building wall shall exceed 30-feet in width without a change of articulation in the wall plane by means of a horizontal off-set of at least 2 feet in depth or projection running vertically from top to bottom of the wall. No street facing roof shall exceed 24 feet in width without a change in the roof direction, articulation of the roof plane by means of an off-set of at least 2 feet, or other significant change to the roof form.

Windows

All street facing facades shall include window openings that comprise at least 10% of the façade area.



Figure 5.5 - Example of acceptable building materials



Figure 5.6 - Example of acceptable wall and roof articulation



Figure 5.7 - Example of acceptable window coverage

Driveways

Maintain 35%-yard area coverage limit for driveways and parking and 2 ft setback requirement.

Driveway Widths

Add limit that driveways shall be no greater than 24 feet wide or the width of a garage door opening that faces the street, whichever width is greater, and shall taper to no greater than 24 feet in width at the street right-of-way line.

Additional parking of vehicles may be permitted on a surfaced area off to one side of a driveway. This auxiliary parking area shall be no more than 10-feet in width and shall not encroach into the right-of-way.



Figure 5.8 - Example of acceptable driveway widths



Figure 5.9 - Example of acceptable side driveway width

UNIVERSAL DESIGN STANDARDS

Universal Design (UD) is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design, according to The United States Access Board. In terms of residential development, Universal Design relates to the design of entrances, doorways, corridors, and other smaller details of home construction to ensure the home is accessible to everybody, today and in the future.

Roeland Park adopted a resolution to become a Community for All Ages through the Mid-America Regional Council in 2015 and in 2019, the city received recognition for incorporating UD elements into the R Park Master Plan and Phased Development Plan. According to a 2019 community survey, nearly 60% of the community were either supportive or neutral to the idea of incorporating these standards into new or remodeled homes. The Roeland Park: Moving Forward 2040 Plan recommends three methods to encourage homeowners and developers to adopt UD practices.

UNIVERSAL DESIGN PRINCIPLES	Principle 1: Equitable Use
	The design is useful and marketable to people with diverse abilities.
Principle 2: Flexibility in Use	Principle 3: Simple and Intuitive Use
The design accommodates a wide range of individual preferences and abilities.	Use of the design is easy to understand, regardless of the user's experience.
Principle 4: Perceptible Information	Principle 5: Tolerance of Error
The design communicates necessary information effectively to the user.	The design minimizes hazards and the adverse consequences of unintended actions.
Principle 6: Low Physical Effort	Principle 7: Sized for Approach / Use
The design can be used efficiently and comfortably and with a minimum of fatigue.	The design can be used efficiently and comfortably and with a minimum of fatigue.

Educate

- *Awareness Campaign:* Develop an awareness campaign (website/mailers/social media posts).
- *Educational Materials:* Create handout material and website reference/resource links geared towards homeowners, remodelers, builders and developers.
- *Informational Classes:* Coordinate separate informational/instructional classes for homeowners and builders.

Incentivize

- *Forgivable Loans or Grants:* Offer forgivable loans or grants for homeowners making universal design improvements.
- *Grant Funding:* When applying for development grants, incorporate requirements for the use of universal design principals. Tie city incentives or local matches to inclusion of universal design principals.
- *Update of Zoning Code:* Consider creating density bonuses for multi-family residential developments, via a Special Use Permit process, and/or a reduction in permit fees to builders utilizing universal design principals. Update the zoning code to allow the above density bonuses and other minor deviations from the zoning code regulations to support universal design improvements.
- *Waive or Reduce City Fees:* Waive or reduce building permit fees and other development fees for construction projects that incorporate universal design elements.

Lead by Example

- *Require Universal Design be Applied to City Projects:* When substantially renovating (60% or more of the building) or constructing a new city-owned facility, the City should consider including universal design elements to lead by example and provide physical examples of buildings that employed universal design.

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6 IMPLEMENTATION

IMPLEMENTATION PLAN OVERVIEW

The Implementation Plan assembles the input gathered during the Roeland Park: Moving Forward 2040 planning process and compiles them into a matrix. The matrix is composed of goals, policies, and action items. Goals are objectives or aims which may be broad or specific that define the implementation themes. Policies represent on-going principles by which the city should adhere when approving new development or planning future public infrastructure investments. Action items are specific steps and activities the city should take. Policy items and Action items relate to the goal they are listed under but don't necessarily correlate directly with each other. Each action item has been given a term and estimated timeframe for completion.

NO.	POLICY	NO.	ACTION ITEM	TERM	TIMEFRAME
GROWTH & DEVELOPMENT / LAND USE					
GOAL 1	Protect Roeland Park residents through thoughtful land use decisions				
P1	Protect existing single-family residential neighborhoods through the use of land use buffers, traffic calming measures and investments in infrastructure	A1	<i>Continue to implement the policies and action steps to be a community for all ages</i>	Long	6+ yrs.
P2	Discourage new single-family residential growth along major thoroughfares such as Roe Boulevard and Johnson Drive	-	-	-	-
P3	Encourage commercial and mixed-use development only in areas identified on the Future Land Use Plan	-	-	-	-
GOAL 2	Continue to strengthen and improve the character and image of Roeland Park through quality civic and commercial spaces				
P1	Require new higher-density development to provide open space for public gatherings	A1	<i>Collaborate with and assist the property owner to explore options to redevelop parcel at W 47th Street and Mission Road with a high-quality use that compliments the revitalization already occurring in the 47th Street corridor</i>	Short	1-3 yrs.
P2	Encourage new commercial and public development and redevelopment to be pedestrian friendly through sidewalk/ trail connections, bike racks, and pedestrian amenities	A2	<i>Establish community gateways along primary arterials along with unique street and wayfinding signs to announce the arrival into the City of Roeland Park. This will advance the City's branding plan</i>	Medium	3-6 yrs.
P3	Continue to encourage and support incorporation of public art in city owned facilities and spaces	A3	<i>Promote and inform residents and visitors to important historical features of the community such as the former Strang Interurban Rail Line and the Santa Fe Trail as elements unique to Roeland Park as a continuing effort to improve branding and identity opportunities for the city</i>	Long	6+ yrs.

NO.	POLICY	NO.	ACTION ITEM	TERM	TIMEFRAME
GROWTH & DEVELOPMENT / LAND USE CONT.					
GOAL 3	Foster and promote mixed-use development in key areas of the community				
P1	Use local tax resources and financial incentives to attract new local businesses to mixed-use commercial areas	A1	<i>Perform regular economic studies to show viability of new commercial and mixed-use developments</i>	Medium	3-6 yrs.
P2	Encourage redevelopment of commercial properties along Johnson Drive to attract mixed-use developments and serve as a gateway into Roeland Park	A2	<i>Create an urban center along Roe Boulevard by promoting mixed-use and commercial developments</i>	Long	6+ yrs.
GOAL 4	Support sustainable development and growth in Roeland Park				
P1	Encourage the use of Universal Design Principals for new construction and redevelopment	A1	<i>Create appropriate tools to incentivize the Universal Design Principals (Density bonus, rebate, etc.)</i>	Short	1-3 yrs.
P2	Require new development and redevelopment to incorporate green infrastructure into their site design	A2	<i>Promote infill and housing rehabilitation of existing properties and vacant lots</i>	Medium	3-6 yrs.
P3	Allow medium and high-density residential development in key areas of the community as identified on the future land use plan	-	-	-	-
HOUSING					
GOAL 1	Preserve existing high-quality neighborhood housing while encouraging diversity of housing options				
P1	Encourage senior housing options in Roeland Park	A1	<i>Adopt updated residential design standards to promote best practices for the redevelopment of older homes or infill development</i>	Short	1-3 yrs.

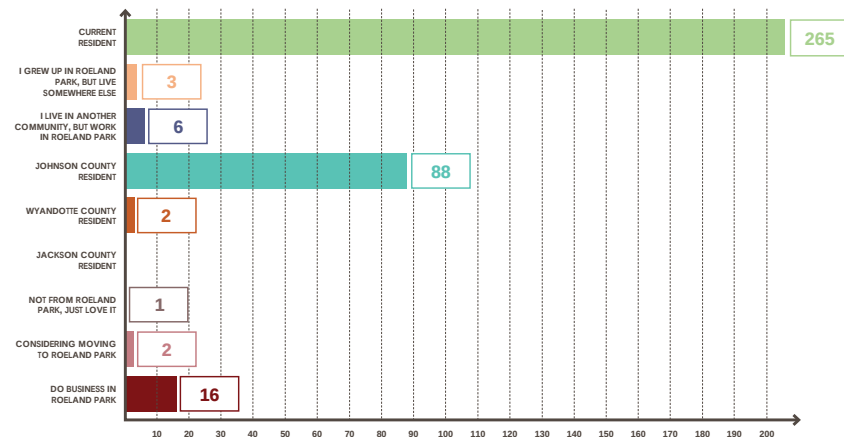
NO.	POLICY	NO.	ACTION ITEM	TERM	TIMEFRAME
HOUSING CONT.					
P2	Continue to offer financial incentives for home improvement through programs such as the Neighbors Helping Neighbors Program, Community Revitalization Program, the Johnson County Homebuyer Assistance Program, and other similar programs	A2	<i>Continue to encourage and educate homeowners about housing rehabilitation and improvement options with resources such as the Mid-America Regional Council's First Suburbs Coalition Idea Book</i>	Medium	3-6 yrs.
P3	Properly maintain street trees in existing residential neighborhoods	A3	<i>Consider updating the zoning code to allow accessory dwelling units on single family residential lots in order to promote affordable housing</i>	Medium	3-6 yrs.
P4	Ensure street and pedestrian connections between existing and new residential development through the use of sidewalks, trails, or streetscapes	-	-	-	-
PARKS & RECREATION					
GOAL 1	Continue to provide a high level of service for parks and recreation in Roeland Park				
-	-	A1	<i>Review and consider updating the 2010 Roeland Park Parks Master Plan</i>	Short	1-3 yrs.
-	-	A2	<i>Increase trail access and connectivity in Roeland Park including creating links to other communities as reflected in the Sidewalk and Bikeway Master Plan</i>	Short	1-3 yrs.
-	-	A3	<i>Identify opportunities for new community park space, especially east of Roe Boulevard</i>	Medium	3-6 yrs.
-	-	A4	<i>Actively evaluate options to partner with other entities on shared parks and recreation facilities</i>	Medium	3-6 yrs.
-	-	A5	<i>Explore improvements to the vehicular and pedestrian connections with the community center from Skyline Drive and Roe Boulevard</i>	Medium	3-6 yrs.
-	-	A6	<i>Plant a variety of trees and plants within the park system to add diversity to the park ecosystems and potentially reduce maintenance costs with low-maintenance species</i>	Long	6+ yrs.

NO.	POLICY	NO.	ACTION ITEM	TERM	TIMEFRAME
CONNECTIVITY & MOBILITY					
GOAL 1	Maintain the City's infrastructure to support the long-term resiliency and growth of the community				
P1	Ensure city streets are maintained at an acceptable standard	A1	<i>Continue construction of Roe Boulevard streetscape improvements</i>	Short	1-3 yrs.
-	-	A2	<i>Establish multi-modal transit hubs throughout the community to increase and improve multi-modal transit opportunities for residents as identified in the Roe Boulevard / Johnson Drive Corridor Plan</i>	Short	1-3 yrs.
-	-	A3	<i>Evaluate and improve the pedestrian safety of key intersections within the community as identified on the Strategic Opportunities Map to promote east/west pedestrian movement across Roe Boulevard</i>	Short	1-3 yrs.
-	-	A4	<i>Continue improving ROW aesthetics to increase the quality of life for residents and enhance transportation corridors for residents and visitors alike</i>	Medium	3-6 yrs.
-	-	A5	<i>Add bike lanes to select streets as identified in the Sidewalk and Bikeway Master Plan</i>	Medium	3-6 yrs.
-	-	A6	<i>Explore the viability of extending Nall Avenue north as new development occurs in the adjacent area to the north</i>	Long	6+ yrs.

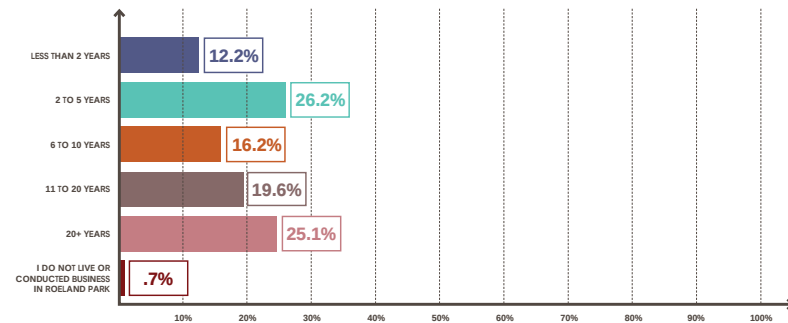
NO.	POLICY	NO.	ACTION ITEM	TERM	TIMEFRAME
NATURAL RESOURCES & ENVIRONMENT					
GOAL 1	Preserve and conserve ecologically sensitive land in Roeland Park				
P1	Encourage new development or redevelopment to incorporate existing trees into the site design to preserve existing tree cover in the community	A1	<i>Develop and adopt standards for sustainable building design and construction for new development and redevelopment</i>	Medium	3-6 yrs.
P2	Promote the planting of a variety of tree species throughout the community to promote tree species diversity	A2	<i>Continue to implement the Roeland Park Stormwater Management Plan to reduce and mitigate water pollution</i>	Long	6+ yrs.
GOAL 2	Promote environmental best practices and support sustainability efforts in Roeland Park				
P1	Continue to support and promote the inclusion of photovoltaic power generating systems on residential, institutional, commercial, and industrial buildings of all sizes	A1	<i>Evaluate the installation of photovoltaic power generating systems on city-owned facilities</i>	Short	1-3 yrs.
P2	Continue to implement strategies as suggested in the Climate Action KC Playbook	A2	<i>Assess options for reducing the city's carbon footprint by upgrading city-owned building HVAC and lighting systems with higher energy efficient equipment. Continue with the process of switching city fleet vehicles to all-electric when possible</i>	Short	1-3 yrs.
-	-	A3	<i>Develop a plan that identifies green infrastructure projects throughout the city</i>	Long	6+ yrs.

APPENDIX

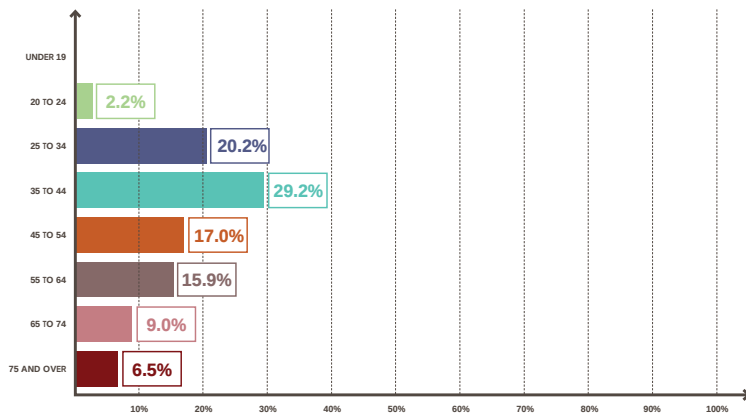
1 WHAT IS YOUR CURRENT RELATIONSHIP TO ROELAND PARK? (MARK ALL THAT APPLY).



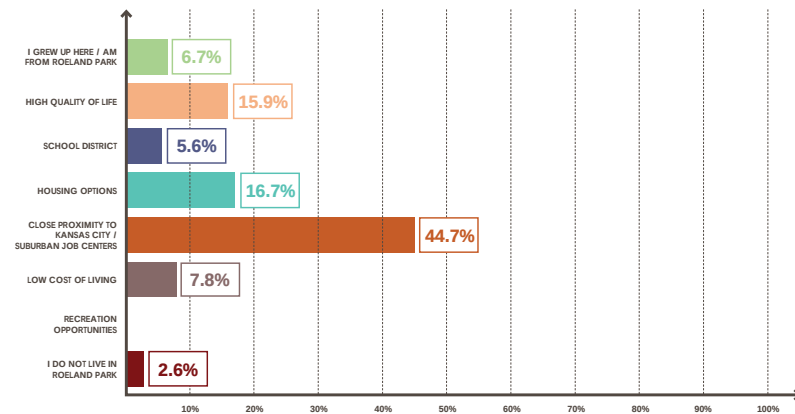
3 HOW LONG HAVE YOU LIVED / CONDUCTED BUSINESS IN ROELAND PARK?



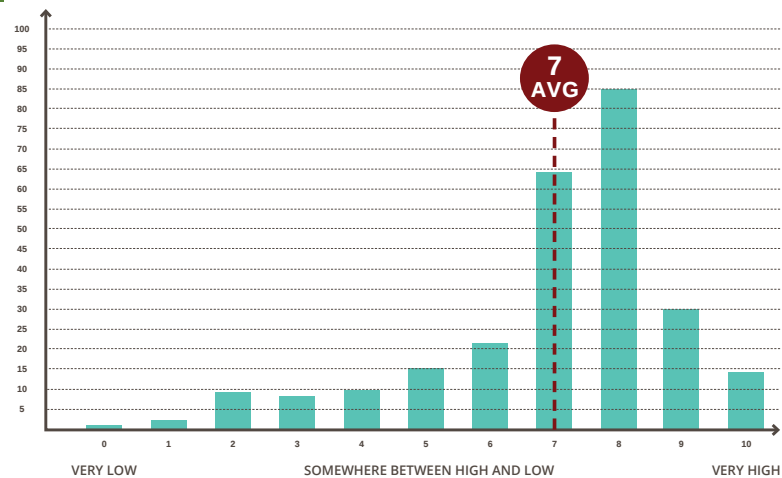
2 WHAT IS YOUR AGE RANGE?



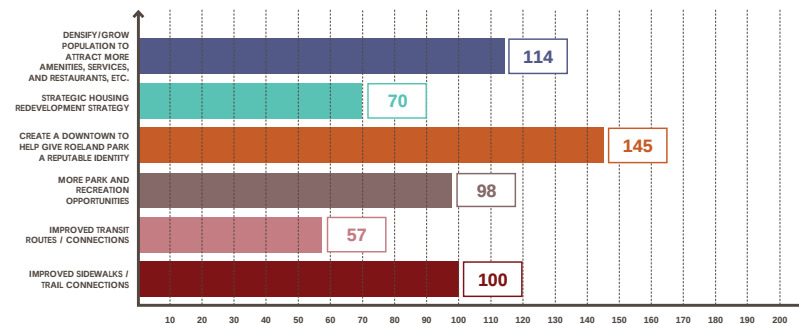
4 WHICH REASON BEST DESCRIBES WHY YOU LIVE IN ROELAND PARK?



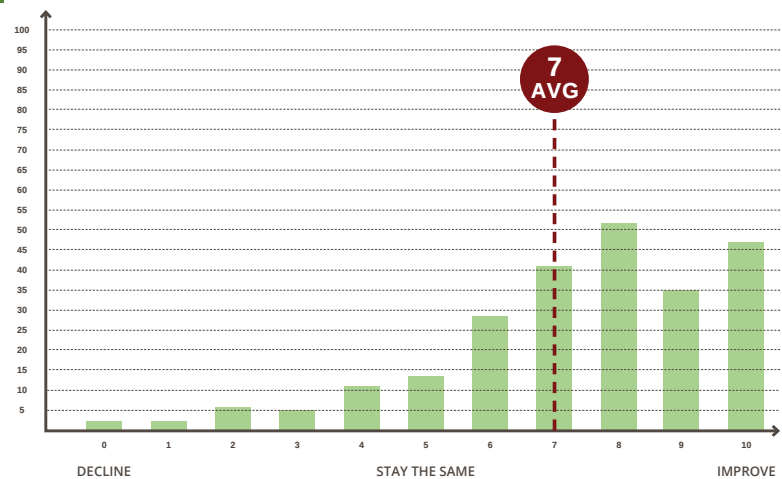
5 HOW WOULD YOU RATE THE CURRENT QUALITY OF LIFE IN ROELAND PARK?



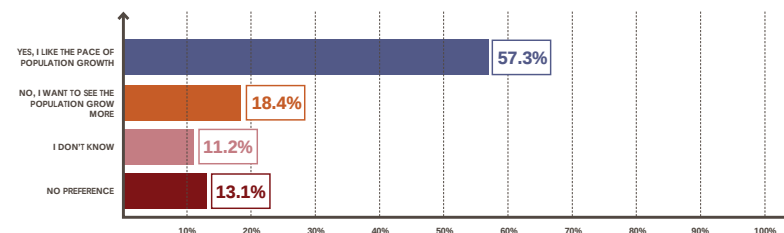
7 WHAT ACTIONS WOULD HELP IMPROVE THE QUALITY OF LIFE AND MAKE YOU STAY IN ROELAND PARK? SELECT UP TO 3 ANSWERS.



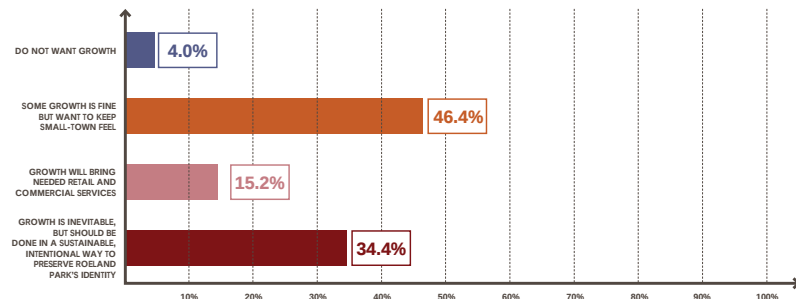
6 OVER TIME, YOU EXPECT THE QUALITY OF LIFE IN ROELAND PARK TO...



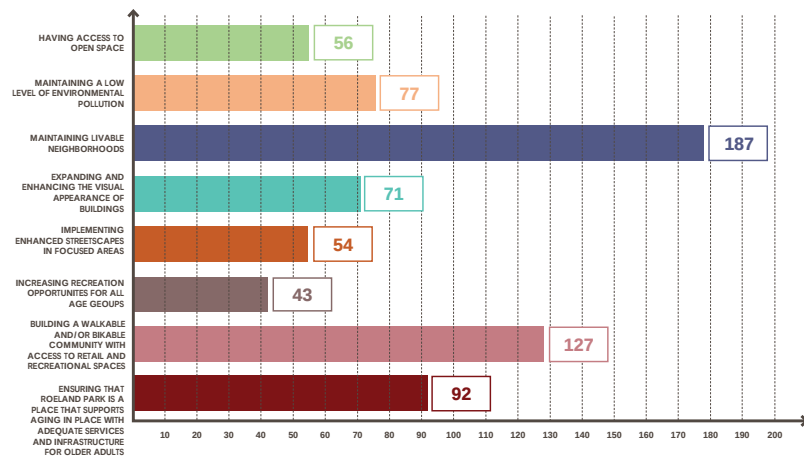
8 ROELAND PARK HAS HAD MINIMAL POPULATION GROWTH OVER THE PAST TEN TO FIFTEEN YEARS. DO YOU WISH TO SEE THIS TREND CONTINUE OVER THE NEXT 20 YEARS?



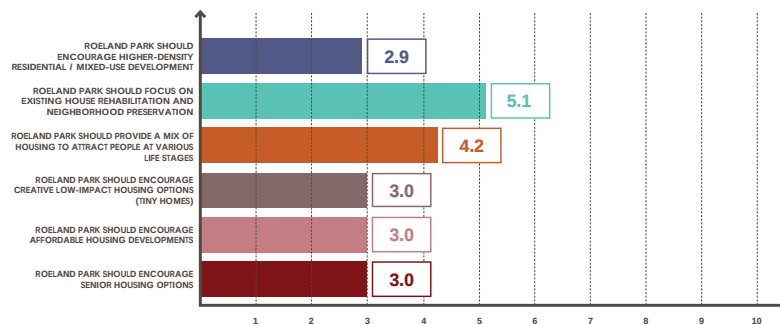
9 WHICH STATEMENT BEST DESCRIBES YOUR VIEWS TOWARDS POPULATION GROWTH IN ROELAND PARK?



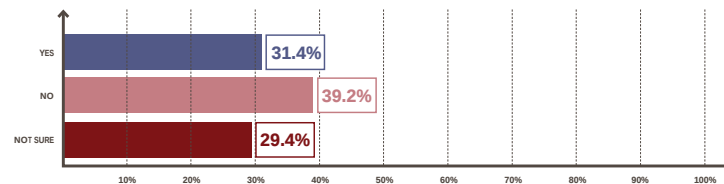
10 WHAT OBJECTIVES SHOULD BE USED TO GUIDE FUTURE GROWTH AND DEVELOPMENT IN ROELAND PARK? SELECT UP TO 3 RESPONSES.



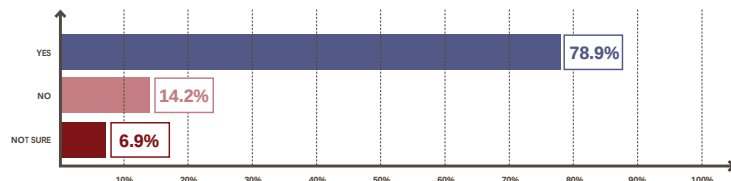
11 PLEASE RANK THE FOLLOWING HOUSING PRIORITIES FOR THE CITY (1 = HIGHEST PRIORITY, 6 = LOWEST PRIORITY)



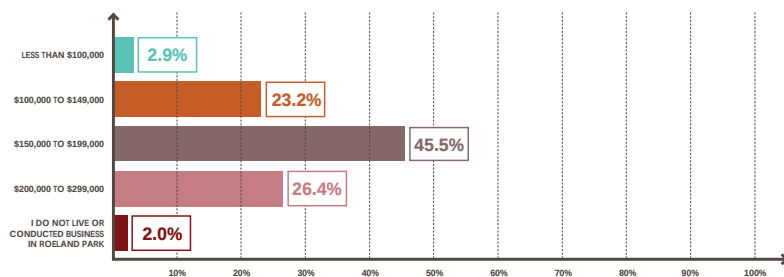
12 IF DENSITY INCREASES IN FOCUSED AREAS OF ROELAND PARK, SHOULD THE CITY ENCOURAGE 'TRANSITION DEVELOPMENT' (TOWNHOMES / "ATTACHED" SINGLE-FAMILY HOMES) BETWEEN THOSE AREAS AND THE EXISTING SINGLE-FAMILY RESIDENTIAL NEIGHBORHOODS?



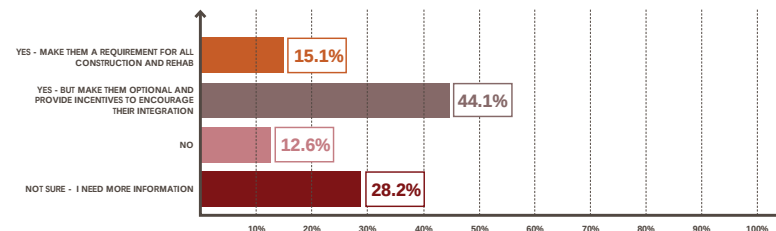
13 DO YOU FEEL AS IF THE HOUSING OPTIONS AVAILABLE IN ROELAND PARK MATCH YOUR PRICE RANGE?



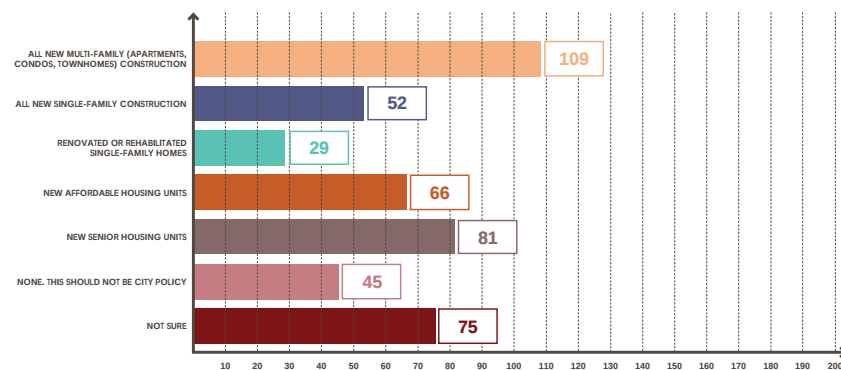
14 WHAT DO YOU CONSIDER AN "AFFORDABLE" SINGLE-FAMILY HOME VALUE RANGE?



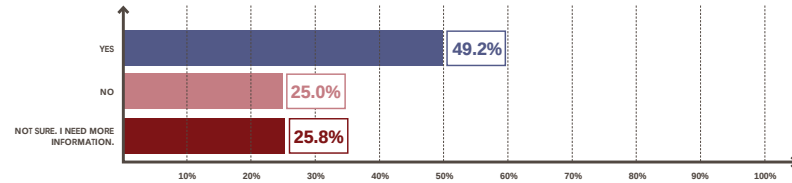
15 UNIVERSAL DESIGN POLICIES CAN BE IMPLEMENTED BY THE CITY TO ENSURE THAT CERTAIN BUILDING TYPES ARE USABLE AND ACCESSIBLE BY ALL PEOPLE, TO THE GREATEST EXTENT POSSIBLE. IF REQUIRED, THIS COULD ADD COST AND COMPLEXITY TO EVERY PROJECT. IF PROVIDED AS RECOMMENDATIONS OR IF THERE WERE INCENTIVES TO ENCOURAGE THE INTEGRATION OF THESE TYPES OF FEATURES, IT COULD PROVIDE FLEXIBILITY TO DETERMINE WHETHER TO INCLUDE THEM OR NOT. DO YOU THINK ROELAND PARK SHOULD INITIATE UNIVERSAL DESIGN POLICIES?



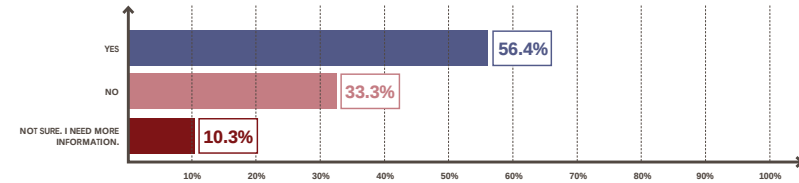
16 IF UNIVERSAL DESIGN STANDARDS ARE IMPLEMENTED, WHICH BUILDING TYPES SHOULD THEY BE APPLIED TO?



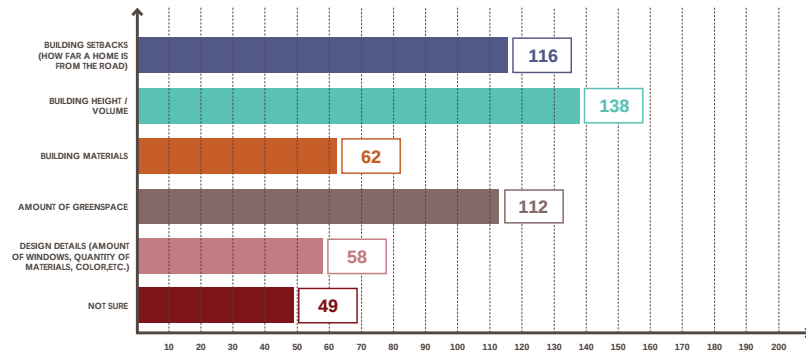
17 RESIDENTIAL DESIGN STANDARDS ARE SOMETIMES IMPLEMENTED TO REQUIRE NEW HOME CONSTRUCTION OR MAJOR HOME RENOVATION BE SIMILAR IN SIZE AND CHARACTER TO THE SURROUNDING NEIGHBORHOOD. DO YOU THINK ROELAND PARK SHOULD INITIATE SOME FORM OF RESIDENTIAL DESIGN STANDARDS?



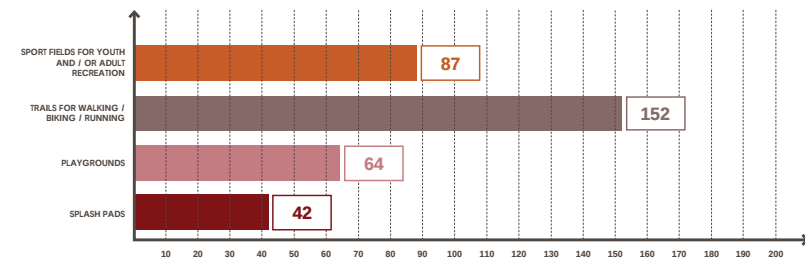
19 DO YOU FEEL PARKS AND RECREATION FACILITIES IN ROELAND PARK ADEQUATELY SERVE THE NEEDS OF YOUR HOUSEHOLD?



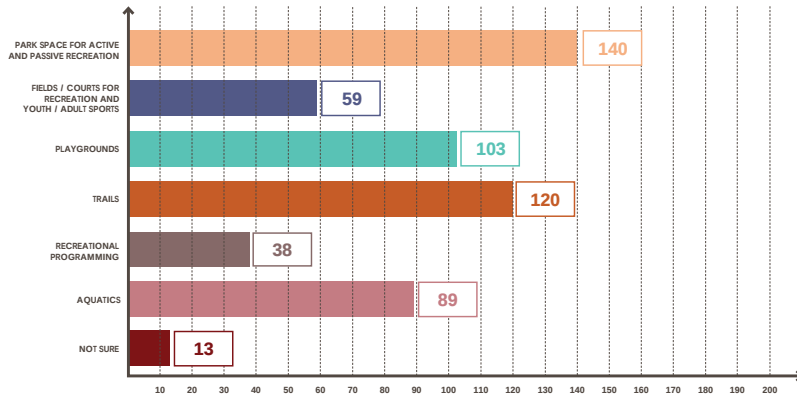
18 IF RESIDENTIAL DESIGN STANDARDS ARE IMPLEMENTED, WHAT FEATURES OF HOMES SHOULD BE REGULATED? (SELECT ALL THAT APPLY)



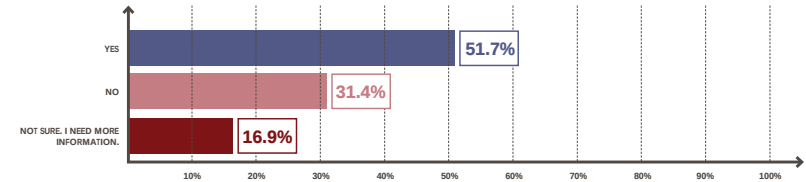
20 FOR WHICH TYPES OF PARKS AND RECREATION AMENITIES DO YOU MOST FREQUENTLY LEAVE ROELAND PARK TO USE? (SELECT ALL THAT APPLY)



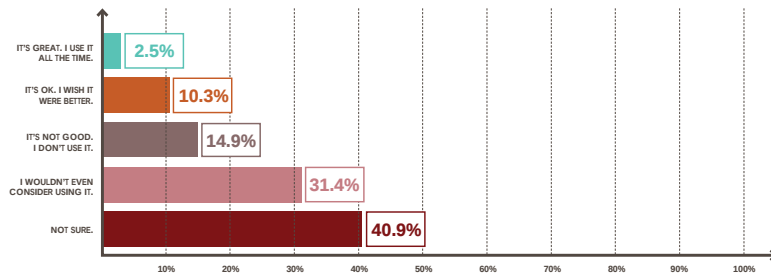
21 FOR A CITY THE SIZE OF ROELAND PARK, WHAT PARK AND RECREATION AMENITIES SHOULD BE MOST PRIORITIZED? (SELECT UP TO THREE)



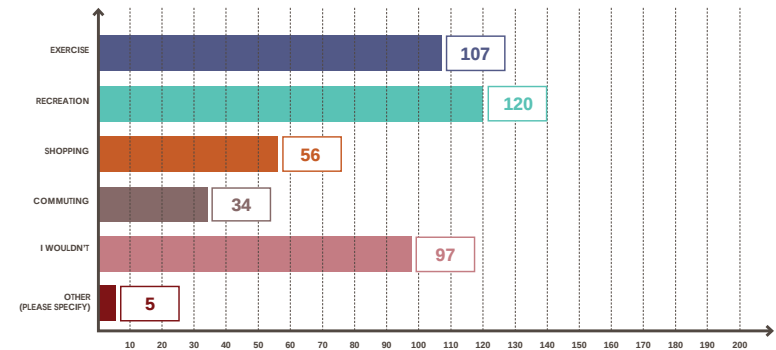
23 DO YOU THINK THE CITY SHOULD FOCUS ON IMPLEMENTING BICYCLE INFRASTRUCTURE (BIKE LANES, CYCLE TRACKS, BIKE SHARE STATIONS, ETC.) TO ENCOURAGE DIFFERENT TRANSPORTATION OPTIONS?



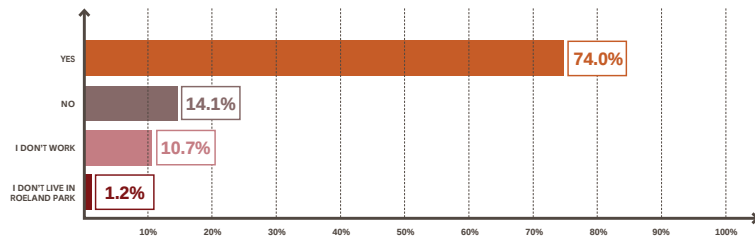
22 HOW WOULD YOU RATE THE CURRENT LEVEL OF SERVICES PROVIDED BY PUBLIC TRANSIT (RIDEKC) IN ROELAND PARK?



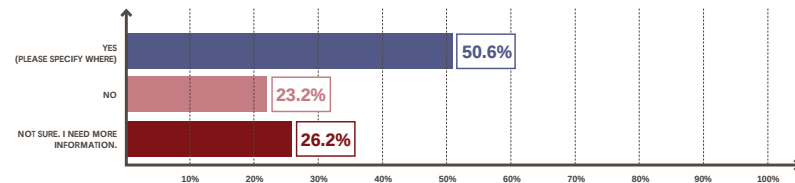
24 IF BICYCLE INFRASTRUCTURE WAS IMPLEMENTED THROUGHOUT ROELAND PARK, HOW WOULD YOU USE IT? (SELECT ALL THAT APPLY)



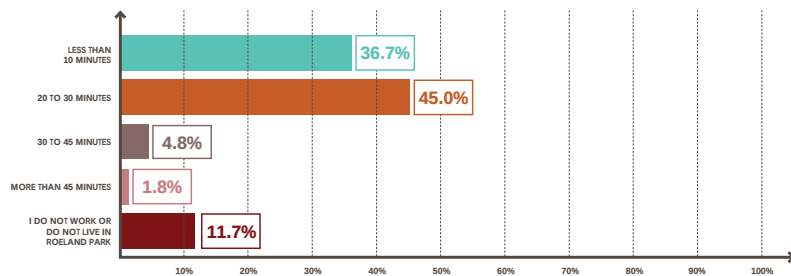
25 DO YOU COMMUTE OUT OF ROELAND PARK FOR WORK?



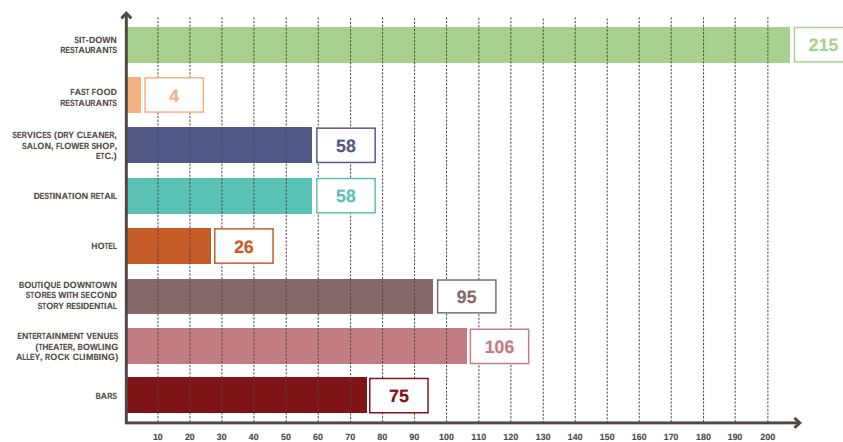
27 DO YOU BELIEVE THE CITY NEEDS MORE SIDEWALK OR TRAIL CONNECTIONS?



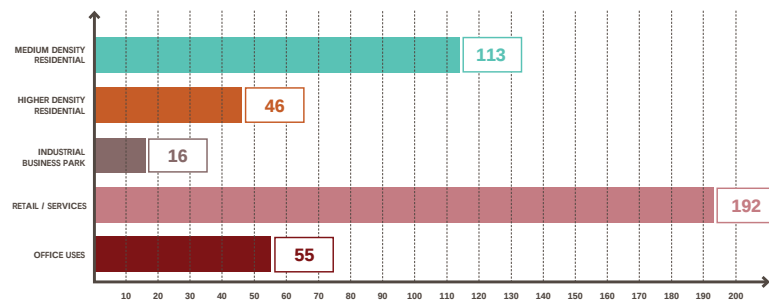
26 HOW LONG IS YOUR COMMUTE (ONE-WAY)?



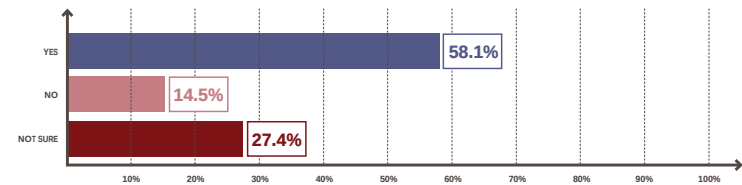
28 WHAT TYPE OF RETAIL / COMMERCIAL DEVELOPMENT IS MOST NEEDED IN ROELAND PARK? SELECT UP TO 3 RESPONSES.



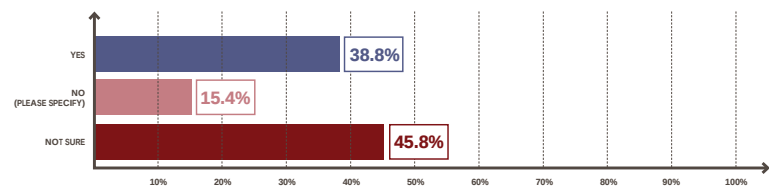
29 WHICH OF THE FOLLOWING LAND USES DOES ROELAND PARK NEED? SELECT UP TO 3 RESPONSES.



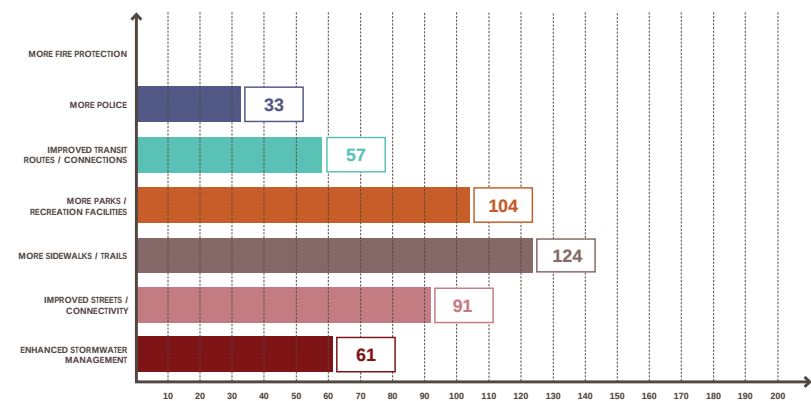
31 WOULD YOU SUPPORT EFFORTS BY THE CITY OF ROELAND PARK TO INITIATE GREEN STORM WATER INFRASTRUCTURE?



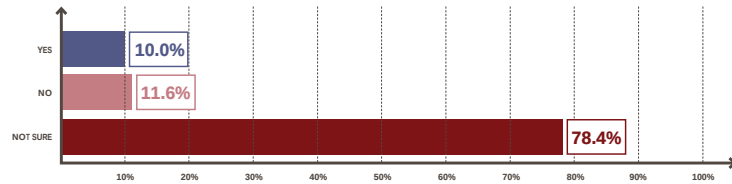
30 IS THE CITY OF ROELAND PARK DOING ENOUGH TO PROTECT THE ENVIRONMENT?



32 WHAT PUBLIC FACILITIES ARE MOST NEEDED IN ROELAND PARK? (SELECT UP TO 3 RESPONSES)

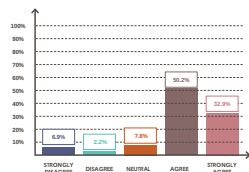


33 DO YOU HAVE DIFFICULTY ACCESSING CHILDCARE IN ROELAND PARK?

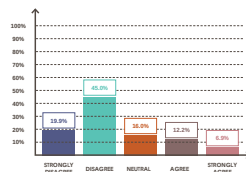


34 PLEASE INDICATE YOUR FEELINGS FOR THE FOLLOWING GOALS AND PRIORITIES.

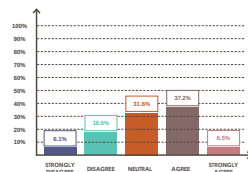
THERE SHOULD BE AN OVERALL PLAN THAT DIRECTS FUTURE GROWTH AND DEVELOPMENT IN APPROPRIATE AREAS.



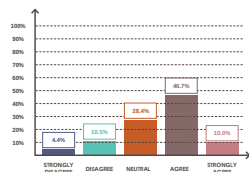
INDIVIDUALS AND DEVELOPERS SHOULD BE FREE TO DEVELOP WITH MINIMAL CONTROLS FROM THE CITY.



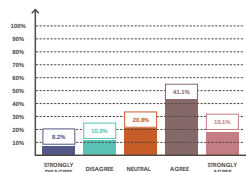
ECONOMIC STUDIES SHOULD BE THE DRIVING FORCE FOR WHAT TYPE OF DEVELOPMENT TAKES PLACE.



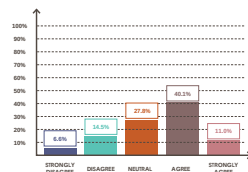
CITY SHOULD USE LOCAL TAX RESOURCES TO PROTECT HISTORIC LANDMARKS AND BUILDINGS.



CITY SHOULD USE LOCAL TAX RESOURCES TO IMPLEMENT ENVIRONMENTAL SUSTAINABLE INFRASTRUCTURE.



CITY SHOULD USE LOCAL TAX RESOURCES TO ATTRACT NEW BUSINESS.



Item Number: **Ordinances and Resolutions:- IX.-**
 A.
Committee **9/8/2020**
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/8/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Admin
Title: **Ordinance No. 999 - Authorizing GO Bonds, Series 2020-1**
Item Type: Ordinance

Recommendation:

Approve Ordinance No. 999 authorizing GO Bonds, Series 2020-1 to fund \$1.25 million in new construction projects and refund Series 2010-1 and 2011-2 Bonds.

Details:

To fund portions of the Aquatic Center Improvements and the improvements at R Park, the City has pursued the issuance of GO Bonds of \$1.25 million. During this process, the City's Financial Advisors at Columbia Capital also looked into the possibility of refunding the City's 2010-1 and 2011-2 series GO Bonds and found the conditions to be favorable. Ordinance no. 999 authorizes the issuance of GO Bond Series 2020-1 and authorizes the refunding of Series 2010-1 and 2011-2 bonds.

The final interest rate on the 2020-1 issuance is 1.51%. This is a significant reduction in interest rates compared to what prevailing market conditions indicated in May. The City's adopted budget currently reflects a higher interest rate for the 2020-1 bonds, so the new debt will be well under that projection. Total savings between the original projections and actual for the life of these 10 year bonds is \$155,986. The refunding produced a savings of more than \$53,790, or 4.8% of the amount of principal refunded. Both bonds included stormwater special assessments for the RC12-012 and RC12-014 districts. The savings from these bonds reduced the special assessments proportionally for each homeowner as a result. Average savings for homeowners in the RC12-012 district is \$42.67 (assessments stop in 2024) and \$45.60 for RC12-014 (assessments stop in 2025) for the balance of the assessment. The average annual savings on special assessments for each homeowner is between \$9 and \$11 per year.

In order to issue GO Bonds for Parks & Recreation purposes, the Governing Body approved Charter Ordinance No. 37 on May 4, 2020 which allowed for such an issuance without going to public vote. This ordinance was published for two consecutive weeks in The Legal Record with no

protest petition filed. On July 20th, the Council approved a Master CIP Resolution and Parameters Resolution which was another step required in preparation for issuing the bonds. Columbia Capital issued the RFP to banks and we received two responses. The bid from Commerce Bank was the most attractive and is the sale that we are authorizing this evening.

In addition to this ordinance is Bond Resolution No. 683, which prescribes the form and details of the bonds and directing the sale of the GO Bonds. The actual deal will close on September 22, 2020. In the next agenda item you will find the bond sale resolution along with the Bond Purchase Agreement between the City and Clayton Holdings (Commerce Bank).

Financial Impact

Amount of Request: Total P&I for the debt is \$1,391,458 for the life of new money; total interest is \$112,556	
Budgeted Item?	Budgeted Amount: Planned for a total P&I of \$1,547,444 per original projections
Line Item Code/Description: 5616.200 - Bond Principal 2020-1; 5617.200 - Bond Interest 2020-1	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
Ordinance 999	Ordinance

ORDINANCE NO. 999

OF

THE CITY OF ROELAND PARK, KANSAS

PASSED

SEPTEMBER 8, 2020

**GENERAL OBLIGATION BONDS
SERIES 2020-1**

ORDINANCE NO. 999

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2020-1, OF THE CITY OF ROELAND PARK, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO

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

WHEREAS, pursuant to the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Council (the “Governing Body”) has authorized the following improvements (the “Improvements”) to be made in the City, to-wit:

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority</u>	<u>Amount</u>
RPAC Improvements	681	Charter Ordinance No. 37; Art. 12, Sec. 5 of the Constitution of the State of Kansas	\$800,000
R Park Development Plan Phase 1 and Phase 2	681	Charter Ordinance No. 37; Art. 12, Sec. 5 of the Constitution of the State of Kansas	\$450,000

; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay a portion of the costs of the Improvements; and

WHEREAS, the City previously issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on September 8, 2020 awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 *et seq.*, K.S.A. 10-427 *et seq.*, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 37 of the City, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

“Bond and Interest Fund” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Resolution” means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

“Bonds” means the City’s General Obligation Bonds, Series 2020-1, dated September 22, 2020, authorized by this Ordinance.

“City” means the City of Roeland Park, Kansas.

“Clerk” means the duly appointed and acting Clerk of the City or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk.

“Governing Body” means the City Council of the City.

“Mayor” means the duly elected and acting Mayor of the City or, in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“Ordinance” means this Ordinance authorizing the issuance of the Bonds.

“Refunded Bonds” means collectively: (a) the Series 2010-1 Bonds maturing in the years 2021 to 2025, inclusive, in the aggregate principal amount of \$515,000; and (b) the Series 2011-2 Bonds maturing in the years 2022 to 2026, inclusive, in the aggregate principal amount of \$605,000.

“Series 2010-1 Bonds” means the City’s General Obligation Bonds, Series 2010-1, dated August 19, 2010.

“Series 2011-2 Bonds” means the City’s General Obligation Bonds, Series 2011-2, dated August 25, 2011.

“State” means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2020-1, of the City in the principal amount of \$2,419,204, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) refund the Refunded Bonds; and (c) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the improvements financed by the Refunded Bonds and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the City in the manner provided by law.

The taxes and/or assessments above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes and/or assessments shall be deposited in the Bond and Interest Fund.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes and/or assessments are collected.

Section 6. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the City Council on September 8, 2020 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

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(PUBLISHED IN *THE LEGAL RECORD* ON SEPTEMBER 15, 2020)

SUMMARY OF ORDINANCE NO. 999

On September 8, 2020, the governing body of the City of Roeland Park, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2020-1, OF THE CITY OF ROELAND PARK, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO

The Series 2020-1 Bonds approved by the Ordinance are being issued in the principal amount of \$2,419,204, to finance certain internal improvements and refund previously issued general obligation bonds of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 4600 W 51st Street, Roeland Park, Kansas. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.roelandpark.net.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: September 8, 2020.

City Attorney

Item Number: Ordinances and Resolutions:- IX.-
 B.
Committee 9/8/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/7/2020
Submitted By: Jennifer Jones-Lacy
Committee/Department: Finance
Title: **Resolution No. 683: Authorizing and Directing the Sale of GO Bonds, Series 2020-1**
Item Type: Resolution

Recommendation:

Approve Resolution No. 683 prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2020-1, and securing payment.

Details:

Resolution No. 683 provides the details and authorizations associated with the sale of GO Bonds 2020-1. This Resolution should be approved subsequent to the approval of Ordinance No. 999. The Resolution and Bond Purchase Agreement are attached.

The City's Financial Advisor Khaleen Dwyer with Columbia Capital and Bond Counsel Kevin Wempe with Gilmore & Bell will be on hand to answer any specific questions you may have.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Resolution 683	Resolution Letter
📎 Bond Purchase Agreement	Exhibit

RESOLUTION NO. 683

OF

THE CITY OF ROELAND PARK, KANSAS

ADOPTED

SEPTEMBER 8, 2020

**GENERAL OBLIGATION BONDS
SERIES 2020-1**

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RESOLUTION NO. 683

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2020-1, OF THE CITY OF ROELAND PARK, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 999 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City Council (the “Governing Body”) of the City of Roeland Park, Kansas (the “Issuer”) has previously passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Bonds in the principal amount of \$2,419,204 to pay a portion of the costs of the Improvements and refund the Refunded Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 *et seq.*, K.S.A. 10-427 *et seq.*, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 37 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

“Amortization Schedule” means the schedule(s) that set forth the principal and interest payments on the Bonds, and which is attached hereto as ***Schedule 1*** which shall also be printed on each Bond.

“Authorized Denomination” means \$100,000 and any amount in excess thereof, or any amount of principal stated to be paid pursuant to the Amortization Schedule.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the Issuer and the Purchaser relating to the Bonds.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or **“Bond”** means the General Obligation Bonds, Series 2020-1, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“City” means the City of Roeland Park, Kansas.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, fees and expenses of counsel to the Purchaser, and expenses incurred in connection with compliance with the Code.

“Dated Date” means September 22, 2020.

“Debt Service Account” means the Debt Service Account for General Obligation Bonds, Series 2020-1 created within the Bond and Interest Fund pursuant to **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody’s or Standard & Poor’s that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(a) on the date when the Issuer files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(b) on the date when the Owner or any former Owner notifies the Issuer that it has received a written opinion by a nationally recognized firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Issuer of such notification from the Owner or any former Owner, the Issuer shall deliver to the Owner and any former Owner a ruling or determination letter issued to or on behalf of the Issuer by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(c) on the date when the Issuer shall be advised in writing by the Commissioner of the Internal Revenue Service or the Director of Tax-Exempt Bonds of the Tax-Exempt and Government Entities Division of the Internal Revenue Service (or any other government official exercising the same or a substantially similar function from time to time, including an employee subordinate to one of these officers who has been authorized to provide such advice) that, based upon filings of the Issuer, or upon any review or audit of the Issuer or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(d) on the date when the Issuer shall receive notice from the Owner or any former Owner that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Owner or such former Owner the interest on the Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (c) or (d) hereunder unless the Issuer has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution (other than the covenants relating to continuing disclosure contained herein and in the Bond Purchase Agreement) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Event of Taxability” means: (a) change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Issuer, or the failure to take any action by the Issuer, or the making by the Issuer of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds) which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Owner or any former Owner for federal income tax purposes, or (b) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Owner or any former Owner for federal income tax purposes with respect to the Bonds.

“Federal Tax Certificate” means the Issuer’s Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and

available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve-month period ending on December 31.

“Funds and Accounts” means funds and accounts referred to in **Section 501** hereof.

“Governing Body” means the City Council of the Issuer.

“Improvement Fund” means the Improvement Fund for General Obligation Bonds, Series 2020-1 described in **Section 501** hereof.

“Improvements” means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be June 1 and December 1 of each year, commencing June 1, 2021.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

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

(b) To the Paying Agent at:

State Treasurer of the State of Kansas

Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

Clayton Holdings, LLC
8000 Forsyth Blvd., Suite 510
St. Louis, Missouri 63105

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.

“Ordinance” means Ordinance No. 999 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Article VII** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder; provided that, as of a particular date, the portion of the principal amount of the Bond which will be deemed “Outstanding” is the portion of the principal amount of the Bond which has not yet become due and payable at Maturity, and which has not, in fact, been paid or provision made for such payment, whether by installment or redemption.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Paying Agent” means the State Treasurer and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks,

federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the amount set forth in the Bond Purchase Agreement.

"Purchaser" means Clayton Holdings, LLC, St. Louis, Missouri, the original purchaser of the Bonds, and any successor and assigns.

"Rating Agency" means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

"Redemption Fund" means the Redemption Fund for Refunded Bonds described in *Section 501* hereof.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Bonds" means collectively: (a) the Series 2010-1 Bonds maturing in the years 2021 to 2025, inclusive, in the aggregate principal amount of \$515,000; and (b) the Series 2011-2 Bonds maturing in the years 2022 to 2026, inclusive, in the aggregate principal amount of \$605,000.

"Refunded Bonds Paying Agent" means the respective paying agent for each series of the Refunded Bonds as designated in the respective Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent for any of the Refunded Bonds.

"Refunded Bonds Redemption Date" means, collectively: (a) September 23, 2020, for the Series 2010-1 Bonds, and (b) December 1, 2020, for the Series 2011-2 Bonds.

"Refunded Bonds Resolution" means each ordinance and resolution which authorized the Refunded Bonds.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Series 2010-1 Bonds” means the City’s General Obligation Bonds, Series 2010-1, dated August 19, 2010.

“Series 2011-2 Bonds” means the City’s General Obligation Bonds, Series 2011-2, dated August 25, 2011.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Article II** hereof for the payment of Defaulted Interest.

“Standard & Poor’s” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor’s shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Substitute Improvements” means the substitute or additional improvements of the Issuer described in **Article V** hereof.

“Taxable Rate” means, for each day, a rate of interest per annum equal to the product of (i) the interest rate on the Bonds for such day and (ii) the applicable Taxable Rate Factor; provided that under no circumstances shall the Taxable Rate exceed the maximum rate set forth in K.S.A. 10-1009 (or other applicable State law then in effect).

“Taxable Rate Factor” means for each day that the Taxable Rate is determined, the quotient of (i) one divided by (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day.

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have previously been authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$2,419,204, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; (b) refund the Refunded Bonds; and (c) pay Costs of Issuance of the Bonds.

Section 202. Description of the Bonds. The Bonds shall consist of a single fully registered bond certificate in the denomination of \$2,419,204 or the Outstanding declining principal balance thereof and shall be numbered in such manner as the Bond Registrar shall determine. The Bond shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturities, subject to redemption and payment prior to Stated Maturity as provided in **Article III** hereof. The principal on such Bond shall be payable on the dates and in the amounts set forth on the Amortization Schedule (which is attached hereto as **Schedule 1**), provided that the entire remaining principal payments shall become due and payable on the Bond Payment Date of December 1, 2030. The interest on the Bond shall be computed on the basis of a 360-day year consisting of twelve 30-day months from the later of the Dated Date or the most recent Bond Payment Date on which interest has been paid in the manner set forth in **Section 204** hereof. So long as no Determination of Taxability has occurred, the Bonds shall bear interest at the rate of **1.510%** per annum. In the event a Determination of Taxability has occurred, the Bonds shall bear interest at the Taxable Rate. Furthermore, the Issuer shall pay an amount equal to any interest, penalties or charges owed any Owner as a result of interest on the Bonds becoming included in the gross income of such Owner, together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by such Owner in connection therewith.

If issued as other than as a single certificate with an Amortization Schedule, the Stated Maturities and principal amounts of the Bonds shall be on the dates and in the amounts as set forth in the Amortization Schedule.

Each Bond, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **Exhibit A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

The Bonds shall be delivered in physical, non-book-entry, certificate form. The Bonds shall not be (i) assigned a separate rating by any rating agency, (ii) registered with the Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of official statement, private placement memorandum or other offering documents, or (iv) assigned a CUSIP number.

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a

successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent. Notwithstanding the foregoing, if a single certificate with an Amortization Schedule is issued, principal will be paid in the same manner as interest is paid and presentation and surrender of the Bond to the Paying Agent shall not be necessary until the final payment of the entire obligation evidenced by such Bond.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. An Owner shall only have the authority to transfer and exchange Bonds in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Article III** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this **Article II**.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as **EXHIBIT A** hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 211. Sale of the Bonds – Bond Purchase Agreement. The execution of the Bond Purchase Agreement by the Mayor is hereby ratified and confirmed. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, the Bonds (including installments of principal set forth on the Amortization Schedule) may be called for redemption and payment prior to their Stated Maturity as a whole or in part (selection of principal installments and the amounts to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Prices set forth below (expressed as percentages of the principal amount), plus accrued interest thereon to the Redemption Date:

Redemption Dates
Sep. 22, 2020 to Sep. 21, 2021

Redemption Prices
103%

Sep. 22, 2021 to Sep. 21, 2022	102
Sep. 22, 2022 to Sep. 21, 2025	101
Sep. 22, 2025 and thereafter	100

Mandatory Redemption. Principal installments of the Bonds shall be subject to payment pursuant to the Amortization Schedule.

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds, the Owner of a single certificate with Amortization Schedule need not submit such certificate for re-registration. In the case of a partial redemption of any other Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory principal installment payments of the Bonds hereunder in accordance with the Amortization Schedule, and such principal installment payments shall be made by the Paying Agent without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect such payment.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar, the State Treasurer, and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the identification numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the identification number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the improvements financed by the Refunded Bonds and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes and/or assessments upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes and/or assessments referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes and/or assessments are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. The Issuer ratifies within the Treasury of the Issuer the following Funds and Accounts:

- (a) Special Infrastructure Fund of the Issuer, with a subaccount established therein for the deposit of a portion of the Bond proceeds (such subaccount referred to herein as the “Improvement Fund”).
- (b) Bond and Interest Fund of the Issuer, with subaccounts established therein to provide for the redemption of the Refunded Bonds (such subaccount referred to herein as the “Redemption Fund”) and payment of the Debt Service Requirements on the Bonds (such subaccount referred to herein as the “Debt Service Account”).

The Funds and Accounts shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the Governing Body; (b) paying interest on the Bonds during construction of the Improvements; and (c) paying Costs of Issuance.

Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Bonds Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Bonds on the Refunded Bonds Redemption Date. Any moneys remaining in the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account.

Section 506. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, be credited to the Debt Service Account.

Section 508. Redemption of Refunded Bonds. The Refunded Bonds are hereby called for redemption and payment prior to maturity on the Refunded Bonds Redemption Date. The Refunded Bonds shall be redeemed in accordance with the Refunded Bonds Resolution by the payment of the principal thereof, together with the redemption premium and accrued interest thereon to such Refunded Bonds Redemption Date. The Clerk is hereby directed to cause notice of the call for redemption and payment of said Refunded Bonds to be given in the manner provided in the Refunded Bonds Resolution. The officers of the Issuer and the Refunded Bonds Paying Agent are hereby authorized and directed to take such other

action as may be necessary in order to effect the redemption and payment of said Refunded Bonds as herein provided.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights

hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Article III** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and the Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant

to **Article VII** hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Exempt from Disclosure. The Issuer has not prepared an official statement or other offering document relating to the Bonds and is relying on exemption to provide and disseminate such information contained in Section (d)(1) of the SEC Rule. In furtherance of such exemption, the Issuer certifies that: (a) the Bonds are being issued in denominations of \$100,000 or more; and (b) the Bonds are being sold to the Purchaser, who represents that it: (1) has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the extension of credit evidenced by its purchase of the Bonds, and (2) is not purchasing for more than one account or with a present view to distributing the Bonds.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 180 days after the end of such Fiscal Year, a copy thereof shall be filed in the office of the Clerk, and an electronic copy of the audit shall be made available to the Purchaser by posting the financial statements to a public website (including, but not limited to, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other similar repository in effect at such time or the Issuer's website) with notice thereof to the Purchaser; however, failure to provide said notice to the Purchaser will not be deemed an Event of Default hereunder. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means. All documents, certificates, and instruments related to the Bonds may be executed by electronic transmission and in several counterparts. For each such document and instrument executed in several counterparts, or by electronic transmission, each shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor, and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the City Council on September 8, 2020.

(SEAL)

Mayor

ATTEST:

City Clerk

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SCHEDULE 1**AMORTIZATION SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I
12/01/2020	-	-	-	-
06/01/2021	-	-	25,266.58	25,266.58
12/01/2021	314,021.00	1.510%	18,264.99	332,285.99
06/01/2022	-	-	15,894.13	15,894.13
12/01/2022	324,964.00	1.510%	15,894.13	340,858.13
06/01/2023	-	-	13,440.65	13,440.65
12/01/2023	328,821.00	1.510%	13,440.65	342,261.65
06/01/2024	-	-	10,958.06	10,958.06
12/01/2024	337,287.00	1.510%	10,958.06	348,245.06
06/01/2025	-	-	8,411.53	8,411.53
12/01/2025	340,344.00	1.510%	8,411.53	348,755.53
06/01/2026	-	-	5,841.94	5,841.94
12/01/2026	237,577.00	1.510%	5,841.94	243,418.94
06/01/2027	-	-	4,048.23	4,048.23
12/01/2027	131,049.00	1.510%	4,048.23	135,097.23
06/01/2028	-	-	3,058.81	3,058.81
12/01/2028	133,028.00	1.510%	3,058.81	136,086.81
06/01/2029	-	-	2,054.45	2,054.45
12/01/2029	135,037.00	1.510%	2,054.45	137,091.45
06/01/2030	-	-	1,034.92	1,034.92
12/01/2030	137,076.00	1.510%	1,034.92	138,110.92
Total	\$2,419,204.00	-	\$173,017.01	\$2,592,221.01

EXHIBIT A
(FORM OF BONDS)

**REGISTERED
NUMBER** __

**REGISTERED
\$**

**UNITED STATES OF AMERICA
STATE OF KANSAS
CITY OF ROELAND PARK
GENERAL OBLIGATION BOND
SERIES 2020-1**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: September 22, 2020**

Identification No.:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Roeland Park, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above in installments in the amounts and on the Stated Maturities set forth on the Amortization Schedule printed hereon, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above and subject to adjustment to the Taxable Rate (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, commencing June 1, 2021 (the "Interest Payment Dates"), until the Principal Amount has been paid. This Bond is issued as a single certificate in the denomination of \$2,419,204, or the Outstanding declining principal balance thereof, as shown on the Amortization Schedule.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). Notwithstanding the foregoing, if a single certificate with an Amortization Schedule is issued, principal will be paid in the same manner as interest is paid and presentation and surrender of this Bond to the Paying Agent shall not be necessary until the final payment of the entire obligation evidenced by this Bond. The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered

Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Bonds, Series 2020-1,” aggregating the principal amount of \$2,419,204 (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, K.S.A. 10-427 *et seq.*, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 37 of the Issuer, and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of the improvements financed by the Refunded Bonds and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Transfer and Exchange. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. A Registered Owner shall only have the authority to transfer and exchange Bonds in an aggregate principal amount of \$100,000 or more as set forth in the Bond Resolution unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF ROELAND PARK, KANSAS

[(Facsimile Seal)]

By: (facsimile)
Mayor

ATTEST:

By: (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Bonds, Series 2020-1, of the City of Roeland Park, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

The undersigned, Clerk of the City of Roeland Park, Kansas, does hereby certify that the within Bond has been duly registered in my office according to law as of September 22, 2020.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ (facsimile)
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

JAKE LATURNER, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Bond has been filed in the office of the State Treasurer, and that this Bond was registered in such office according to law on September 22, 2020.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____ [(facsimile)]
Treasurer of the State of Kansas

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

BOND PURCHASE AGREEMENT

BETWEEN

THE CITY OF ROELAND PARK, KANSAS

AND

CLAYTON HOLDINGS, LLC

\$2,419,204

GENERAL OBLIGATION BONDS

SERIES 2020-1

DATED AS OF SEPTEMBER 8, 2020

\$2,419,204
CITY OF ROELAND PARK, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2020-1

September 8, 2020

Mayor and City Council of the
City of Roeland Park, Kansas

BOND PURCHASE AGREEMENT

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Clayton Holdings, LLC, St. Louis, Missouri (the “Purchaser”), hereby offers to purchase the above-described bonds (the “Bonds”) to be issued by the City of Roeland Park, Kansas (the “City”), under and pursuant to an Ordinance to be passed and a Resolution to be adopted by the City Council of the City (the “Governing Body”) on September 8, 2020 (collectively the “Bond Resolution”). All capitalized terms not specifically defined herein shall have the same meaning as defined in the Bond Resolution, unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Bond Purchase Agreement by or on behalf of the Governing Body on or before 11:59 p.m., applicable Central time, on September 8, 2020 (the “Sale Date”).

SECTION 1. PURCHASE, SALE AND DELIVERY OF THE BONDS

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds not later than 12:00 Noon, applicable Central time on September 22, 2020, or such other place, time or date as shall be mutually agreed upon by the City and the Purchaser, at the purchase price set forth on ***Exhibit A*** attached hereto, without accrued interest (the “Purchase Price”). The date of such delivery and payment is herein called the “Closing Date,” the hour and date of such delivery and payment is herein called the “Closing Time” and the transactions to be accomplished for delivery of the Bonds on the Closing Date shall be herein called the “Closing.” The Bonds shall be issued under and secured as provided in the Bond Resolution and the Bonds shall have the maturity and interest rate as set forth therein and on ***Exhibit A*** attached hereto, which also contains a summary of the redemption provisions of the Bonds. The Bonds shall contain such other provisions as are described in the Bond Resolution.

(b) The City acknowledges and agrees that: (1) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm’s-length commercial transaction between the City and the Purchaser; (2) in connection with such transaction, the Purchaser is acting solely as a principal and not as an agent or a fiduciary of the City; (3) the Purchaser has not assumed (individually or collectively) a fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has advised or is currently advising the City on other matters) or any other obligation to the City except with respect to the obligations expressly set forth in this Bond Purchase Agreement; and (4) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

(c) Payment of the Purchase Price for the Bonds shall be made by federal wire transfer in immediately available federal funds, payable to the order of a financial institution to be designated by the City for the account of the City on or before the Closing Time on the Closing Date. Upon such payment, the Bonds shall be delivered and released upon the instructions of the Purchaser.

(d) The delivery of the Bonds shall be made in definitive form, as a single fully registered bond in the aggregate principal amount of the bonds authorized in the Bond Resolution duly executed and authenticated; provided, however, that the Bonds may be delivered in temporary form. The Bonds shall be available for examination and packaging by the Purchaser at least 24 hours prior to the Closing Time.

SECTION 2. ESTABLISHMENT OF ISSUE PRICE

For the purpose of establishing the “issue price” of the Bonds, the Purchaser agrees to make the following representations in order to assist the City in establishing the issue price of the Bonds, and shall execute and deliver to the City at the Closing Time an “issue price” or similar certificate to accurately reflect, as applicable, the sale price of the Bonds, in substantially the form attached hereto at *Exhibit C*.

The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds, and the Purchaser has not agreed with the City pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser. The term “Related Party” is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly. The term “Underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

SECTION 3. NO OFFICIAL STATEMENT

No official statement or other offering document has been prepared in connection with the sale of the Bonds.

SECTION 4. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER

By the execution hereof the Purchaser hereby represents, warrants and agrees with the City that as of the date hereof and at the Closing Time:

(a) Purchaser is a limited liability company organized and existing under the laws of the State of Missouri with its principal company offices located in St. Louis, Missouri, and, pursuant to all necessary company action, is authorized to purchase the Bonds and to execute and perform this Bond Purchase Agreement.

(b) Purchaser is knowledgeable and experienced in financial and business matters and is capable of evaluating investment merit and risks associated with its purchase of the Bonds. The Purchaser has been furnished and has reviewed the provisions of the Bond Resolution relating to the authorization of and security for payment of the Bonds. Prior to the execution hereof Purchaser also obtained and examined

such financial records and information necessary in order to enable itself to fully evaluate the terms and provisions of the Bonds and of the Bond Resolution authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Bonds. On the basis of such information materials and Purchaser's investigation, Purchaser has made the decision to purchase the Bonds and has not relied upon any representations of the City or any of its officers or employees with respect to the Bonds.

(c) Purchaser is purchasing the Bonds solely for its own account for investment purposes only, and not with a view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof. Purchaser acknowledges that no CUSIP numbers will be assigned to the Bonds and that the Bonds will not be registered under the Securities Act of 1933, as amended (the "1933 Act") or any applicable state securities law, and that the Bonds will be transferrable only as set forth in the Bond Resolution.

SECTION 5. CITY'S REPRESENTATIONS AND WARRANTIES

By the City's acceptance hereof the City hereby represents and warrants to, and agrees with, the Purchaser that as of the date hereof and at the Closing Time:

(a) The City is a municipal corporation duly organized under the laws of the State of Kansas (the "State").

(b) The City has complied with all provisions of the Constitution and laws of the State and has full power and authority to consummate all transactions contemplated by the Bond Resolution and this Bond Purchase Agreement, and all other agreements relating thereto.

(c) The City has duly authorized by all necessary action to be taken by the City: (1) the adoption and performance of the Bond Resolution; (2) the execution, delivery and performance of this Bond Purchase Agreement; (3) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and performed by the City in order to carry out, give effect to and consummate the transactions contemplated by the Bond Resolution and this Bond Purchase Agreement; and (4) the carrying out, giving effect to and consummation of the transactions contemplated by the Bond Resolution and this Bond Purchase Agreement. Executed counterparts of the Bond Resolution and all such other agreements and documents specified herein will be made available to the Purchaser by the City at the Closing Time.

(d) The Bond Resolution and this Bond Purchase Agreement, when executed and delivered by the City, will be the legal, valid and binding obligations of the City enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the City and further subject to the availability of equitable remedies.

(e) The Bonds have been duly authorized by the City, and when issued, delivered and paid for as provided for herein and in the Bond Resolution, will have been duly executed, authenticated, issued and delivered and will constitute a valid and binding general obligation of the City enforceable in accordance with its terms and entitled to the benefits and security of the Bond Resolution (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the City and further subject to the availability of equitable remedies). The Bonds are general obligations of the City, payable as to both principal and interest, if necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City.

(f) The execution and delivery of the Bond Resolution, this Bond Purchase Agreement and the Bonds, and compliance with the provisions thereof, will not conflict with or constitute on the part of the City a violation or breach of, or a default under, any existing law, regulation, court or administrative decree or order, or any agreement, ordinance, resolution, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(g) The City is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under its organizational documents or any indenture, mortgage, deed of trust, loan agreement, bonds or other agreement or instrument to which the City is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material to the City and will not be material to the beneficial owners of the Bonds. As of the Closing Time, no event will have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Bond Resolution or the Bonds.

(h) The financial statements of the City presented to the Purchaser, except as noted therein, present fairly and accurately the financial condition of the City as of the dates indicated and the results of its operations for the periods specified, and such financial statements are prepared in conformity with the *Kansas Municipal Audit and Accounting Guide* consistently applied in all material respects for the periods involved. The City has not, since the date of such financial statements, incurred any material liabilities and there has been no material adverse change in the condition of the City, financial or otherwise, other than as set forth in such financial statements.

(i) There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the City, threatened against or affecting the City (or, to its knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Bond Resolution or the validity of the Bonds, the Bond Resolution, this Bond Purchase Agreement or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Bond Resolution.

Any certificate signed by any of the authorized officials of the City and delivered to the Purchaser in connection with the Closing shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein.

SECTION 6. COVENANTS AND AGREEMENTS OF THE CITY

The City covenants and agrees with the Purchaser for the time period specified, and if no period is specified, for so long as the Bonds remain Outstanding, as follows:

(a) The proceeds of the Bonds will be used as provided in the Bond Resolution in accordance with the laws of the State.

(b) The proceeds of the Bonds shall not be used in a manner which would jeopardize the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(c) The City shall furnish to the Purchaser the City's annual audited financial statements within 180 days of the end of each fiscal year. For purposes of this provision, such financial statements may be deemed furnished to Purchaser by posting the financial statements to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other similar repository with notice

thereof to the Purchaser; however, failure to provide said notice to the Purchaser will not be deemed an event of default hereunder or under the Bond Resolution.

SECTION 7. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the City's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) The Bond Resolution and the Bonds shall have been duly authorized, executed and delivered in the form heretofore approved by the Purchaser with only such changes therein as shall be mutually agreed upon by the City and the Purchaser.

(b) At the Closing Time, the Purchaser shall receive:

(1) An opinion dated as of the Closing Date, of Gilmore & Bell, P.C. ("Bond Counsel"), substantially in the form attached hereto as ***Exhibit B***.

(2) A certificate of the City, satisfactory in form and substance to the Purchaser, dated as of the Closing Date, to the effect that: (A) since the date of the financial statements provided to the Purchaser, there has not been any material adverse change in the business, properties, financial condition or results of operations of the City, whether or not arising from transactions in the ordinary course of business, from that set forth in such financial statements, and except in the ordinary course of business or as set forth in such financial statements, the City has not incurred any material liability; (B) there is no action, suit, proceeding or, to the knowledge of the City, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the City, threatened against or affecting the City, its officers or its property or, to the best of the knowledge of the City, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the City, the transactions contemplated hereby or by the Bond Resolution, the validity or enforceability of the Bonds or the Bond Purchase Agreement, or the levy and collection of ad valorem taxation in amounts necessary to provide for payment of the principal of and interest on the Bonds which are not disclosed herein or in such financial statements; (C) the City has duly authorized, by all necessary action, the execution, delivery and due performance by the City of this Bond Purchase Agreement; and (D) the representations and warranties of the City set forth in this Bond Purchase Agreement were accurate and complete as of the date hereof and are accurate and complete as of the Closing Time.

(3) Such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and counsel to the Purchaser, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Bond Resolution, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.

Subsequent to Closing, the Purchaser shall receive a complete Transcript of the Proceedings relating to the issuance of the Bonds in electronic format, which shall specifically include each of the foregoing documents.

SECTION 8. CONDITIONS TO THE CITY'S OBLIGATIONS

The obligations of the City hereunder are subject to the Purchaser's performance of its obligations hereunder.

SECTION 9. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel the obligation hereunder to purchase the Bonds (such cancellation shall not constitute a default for purposes of **Section 1** hereof) by notifying the City in writing or by facsimile of its election to make such cancellation prior to the Closing Time, if at any time after the execution of this Bond Purchase Agreement and prior to the Closing Time, the creditworthiness of the Bonds shall be materially adversely affected by any of the following events:

(a) A committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon revenues or other income of the general character to be derived by the City or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds.

(b) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the IRS shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived by the City or by any similar body or upon interest received on obligations of the general character of the Bonds, or the Bonds.

(c) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or litigation challenging the law under which the Bonds is to be issued shall be filed in any court in the State.

(d) A stop order, ruling, regulation or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the 1933 Act, the 1934 Act or the Trust Indenture Act of 1939, as amended.

(e) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act.

(f) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or additional material restrictions not in force as of the date hereof shall have

been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(g) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser.

(h) Any general banking moratorium shall have been established by federal, New York or State authorities.

(i) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state.

(j) Any proceeding shall be pending or threatened by the SEC against the City.

(k) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred.

(l) A default by or a moratorium initiated by the United States in respect to payment of any direct obligation of, or obligation the principal of and interest on which is fully and unconditionally guaranteed as to full and timely payment by, the United States of America.

SECTION 10. PAYMENT OF EXPENSES

(a) Whether or not the Bonds are sold by the City to the Purchaser (unless such sale be prevented at the Closing Time by the Purchaser's default), the Purchaser, unless otherwise contracted for, shall be under no obligation to pay any expenses incident to the performance of the obligations of the City hereunder; nor shall the City, unless otherwise contracted for, be under any obligation to pay any expenses incident to the performance of the obligations of the Purchaser hereunder (unless such sale be prevented at the Closing Time by the City's default).

(b) If the Bonds are sold by the City to the Purchaser, except as hereinafter set forth, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the City out of the proceeds of the Bonds or other City funds. Such expenses and costs shall include, but not be limited to: (1) the fees and disbursements of Bond Counsel; (2) the fees and disbursements of the City's legal counsel; (3) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, this Bond Purchase Agreement and all other agreements and documents contemplated hereby; (4) fees of the Bond Registrar and Paying Agent designated by the City pursuant to the Bond Resolution; (5) all costs and expenses of the City relating to the issuance of the Bonds; and (6) Purchaser counsel fees not to exceed \$2,500. The Purchaser shall be responsible for payment of the fees and disbursements of the Purchaser's legal counsel in excess of the amount set forth in paragraph (6) above, and all other expenses incurred by the Purchaser in connection with the purchase of the Bonds, if any.

SECTION 11. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given in the manner set forth in the Bond Resolution, as follows:

- (a) If to the City at:

City of Roeland Park, Kansas
4600 W. 51st Street
Roeland Park, Kansas 66205
Attn: Jennifer Jones-Lacy, Finance Director

- (b) If to the Purchaser at:

Clayton Holdings, LLC
8000 Forsyth Blvd., Suite 510
St. Louis, Missouri 63105

SECTION 12. MISCELLANEOUS

(a) This Bond Purchase Agreement shall be binding upon the Purchaser, the City, and their respective successors. This Bond Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the City contained in this Bond Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Bond Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Bond Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the City contained herein shall remain in full force and effect, regardless of: (1) any investigation made by or on behalf of the Purchaser, (2) delivery of and payment for the Bonds; or (3) any termination of this Bond Purchase Agreement.

(b) For purposes of this Bond Purchase Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

(c) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

(d) This Bond Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Bond Purchase Agreement may not be assigned by either party without the express written consent of the other party.

SECTION 13. EFFECTIVE DATE

This Bond Purchase Agreement shall become effective upon acceptance hereof by the City.

[Balance of page intentionally left blank]

Upon your acceptance of the offer, this Bond Purchase Agreement will be binding upon the City and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement prior to the date and time specified on page 1 hereof and returning it to the undersigned.

CLAYTON HOLDINGS, LLC

By: _____
Title: _____

Accepted and agreed to as of
the date first above written.

CITY OF ROELAND PARK, KANSAS

Date: September 8, 2020
Time: ____:____.m.

By: _____
Mike Kelly, Mayor

ATTEST: (Seal)

By: _____
Kelley Nielsen, City Clerk

EXHIBIT A

\$2,419,204
CITY OF ROELAND PARK, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2020-1

CALCULATION OF PURCHASE PRICE

Principal Amount	\$2,419,204.00
<i>Total Purchase Price</i>	<i>\$2,419,204.00</i>

MATURITY SCHEDULE

Stated Maturity <u>December 1</u> 2030	Principal Amount \$2,419,204	Annual Rate of Interest 1.510%
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Amortization Schedule. The Bonds shall be payable in principal installments in accordance with the amortization schedule set forth below:

Date	Principal	Coupon	Interest	Total P+I
12/01/2020	-	-	-	-
06/01/2021	-	-	25,266.58	25,266.58
12/01/2021	314,021.00	1.510%	18,264.99	332,285.99
06/01/2022	-	-	15,894.13	15,894.13
12/01/2022	324,964.00	1.510%	15,894.13	340,858.13
06/01/2023	-	-	13,440.65	13,440.65
12/01/2023	328,821.00	1.510%	13,440.65	342,261.65
06/01/2024	-	-	10,958.06	10,958.06
12/01/2024	337,287.00	1.510%	10,958.06	348,245.06
06/01/2025	-	-	8,411.53	8,411.53
12/01/2025	340,344.00	1.510%	8,411.53	348,755.53
06/01/2026	-	-	5,841.94	5,841.94
12/01/2026	237,577.00	1.510%	5,841.94	243,418.94
06/01/2027	-	-	4,048.23	4,048.23
12/01/2027	131,049.00	1.510%	4,048.23	135,097.23
06/01/2028	-	-	3,058.81	3,058.81
12/01/2028	133,028.00	1.510%	3,058.81	136,086.81
06/01/2029	-	-	2,054.45	2,054.45
12/01/2029	135,037.00	1.510%	2,054.45	137,091.45
06/01/2030	-	-	1,034.92	1,034.92
12/01/2030	137,076.00	1.510%	1,034.92	138,110.92
Total	\$2,419,204.00	-	\$173,017.01	\$2,592,221.01

REDEMPTION OF BONDS

Redemption by City.

Optional Redemption. At the option of the City, the Bonds (including installments of principal) will be subject to redemption and payment prior to maturity, as a whole or in part (as set forth in the Bond Resolution) at any time, at the redemption prices set forth below (expressed as percentages of the principal amount, plus accrued interest thereon to the date of redemption:

Redemption <u>Dates</u>	Redemption <u>Prices</u>
Sep. 22, 2020 to Sep. 21, 2021	103%
Sep. 22, 2021 to Sep. 21, 2022	102
Sep. 22, 2022 to Sep. 21, 2025	101
Sep. 22, 2025 and thereafter	100

[Balance of page intentionally left blank]

EXHIBIT B

FORM OF BOND COUNSEL OPINION

**GILMORE & BELL, P.C.
Attorneys at Law**

**2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108-2521**

[September 22, 2020]

Governing Body
City of Roeland Park, Kansas

Clayton Holdings, LLC
St. Louis, Missouri

Re: \$2,419,204 General Obligation Bonds, Series 2020-1, of the City of Roeland Park,
Kansas, Dated September 22, 2020

We have acted as Bond Counsel in connection with the issuance by the City of Roeland Park, Kansas (the “City”), of the above-captioned bonds (the “Bonds”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the resolution adopted by the governing body of the City prescribing the details of the Bonds.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the City and are valid and legally binding general obligations of the City.

2. The Bonds are payable as to both principal and interest in part from special assessments levied upon the property benefited by the construction of certain improvements and, if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The balance of the principal and interest on the Bonds is payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The City is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. The interest on the Bonds is: (a) excludable from gross income for federal income tax purposes; and (b) not an item of tax preference for purposes of the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the City complies with all requirements of the Internal Revenue Code of 1986, as amended (the “Code”) that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are “qualified tax-exempt obligations” within the meaning of Code § 265(b)(3). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

4. The interest on the Bonds is exempt from income taxation by the State of Kansas.

We express no opinion regarding the accuracy, completeness or sufficiency of any offering material or other financial information relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Gilmore & Bell, P.C.

EXHIBIT C

PURCHASER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

**\$2,419,204
CITY OF ROELAND PARK, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2020-1**

The undersigned, on behalf of Clayton Holdings, LLC (the "Purchaser"), as the purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the City of Roeland Park, Kansas (the "City"), certifies and represents as follows:

1. Receipt for Bonds. The Purchaser acknowledges receipt on the date hereof of one fully registered Bond in a form acceptable to the Purchaser.

2. Issue Price.

(a) *Purchase Price.* On the date of this Certificate, the Purchaser is purchasing the Bonds for the amount of \$2,419,204. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds, and the Purchaser has not agreed with the City pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a Related Party to the Purchaser.

(b) *Defined Terms.*

(i) The term "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(ii) The term "Related Party" is defined in U.S. Treasury Regulation § 1.150-1(b) which generally provides that the term related party means any two or more persons who have a greater than 50 percent common ownership, directly or indirectly.

(iii) The term "Underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this Certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the certifications contained herein will be relied upon by the City in executing and delivering the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Gilmore & Bell, P.C., Bond Counsel to the City, in rendering its opinion relating

to the exclusion from federal gross income of the interest on the Bonds and other federal income tax advice that it may give to the City from time to time relating to the Bonds.

Dated: September 22, 2020

CLAYTON HOLDINGS, LLC

By: _____
Title: _____

Item Number: Reports of City Officials:- XI.-A.
Committee 9/8/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/8/2020
Submitted By: Chris Verbrugge
Committee/Department:
Title: **COVID-19 Update through August 31st**
Item Type:

Recommendation:

For informational purposes only. Please see attached.

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
COVID Report August 31st	Exhibit

Memo

To: Governing Body

From: Jennifer Jones-Lacy, Asst. City Administrator/Finance Director

CC: Keith Moody, Donnie Scharff, John Morris, Kelley Nielsen

RE: COVID-19 Update for the Period August 16th – 31st



Below is a summary of activities that took place for the second half of August related to the COVID-19 Pandemic in Roeland Park and beyond.

General

- As of August 31st, 2020, Roeland Park is still in Phase 3 of the reopening plan.
- On August 17, 2020, Governor Laura Kelly [announced an Executive Order](#) temporarily prohibiting evictions and foreclosures, and extending motor carrier relief.
- On August 18, 2020, the Shawnee Mission School District [announced](#) that they will be starting the school year with all students learning remotely. Furthermore, all extracurricular activities and sports were suspended starting on August 21, 2020.
 - The School District has [since announced](#) a potential working plan for elementary students to return to in-person learning.
 - The School District [also announced](#) that it is buying 500 WIFI hotspots to help students and families connect to the internet and learn remotely.
- On August 19, 2020, applications for the \$130 million in grants to support business opened at Noon. The grants are divided into separate categories
 - Small Business Working Capital Grants
 - Securing Local Food Systems Grants
 - PPE Procurement Grants
 - PPE Manufacturing Grants
 - COVID-19 Bioscience Product Development Acceleration Grants
 - Connectivity Emergency Response Grants
 - Broadband Partnership Adoption Grants
 - Domestic Supply Chain Fortification Grants

-
- IT, Cybersecurity, & IT Management Certification Training Grants
 - Higher Education Advanced Manufacturing & IT Equipment Grants
 - Application information and the application portal can be accessed [here](#).
 - Johnson County released guidance for alternative and remote locations offering academic services. More information can be found [here](#).
 - Governor Kelly [announced](#) her administration intention to apply for FEMA unemployment funds. Additionally, Governor Kelly [announced](#) a collaboration of state agencies to create an essential worker health care fund.

Administration/Neighborhood Services

- There will be a Business Lunch Roundtable hosted on September 14, 2020. It will be held virtually. There are three topics to be discussed including COVID-19 and CARES Act impacts on businesses.
- Johnson County is planning to do a distribution based on population initially. For Roeland Park, that will provide approximately \$200,000 out of \$17 million allocated to the County in Phase 1. Additional resources may be made available in the future.
- The City has submitted and received \$32,000 in CARES Act reimbursement funds excluding personnel expenses, which will be done after the City receive additional guidance and direction.
- Johnson County is moving forward with Phase 2 funds. These funds will support residents (food, utility, and rent assistance) and assistance to businesses impacted by COVID-19.

Public Works

- Donnie has no further updates for Public Works.

Police Department/Municipal Court

- Chief Morris has no further updates for the Police Department or Municipal Court.

Community Center and Parks & Recreation

- The Community Center acquired a new electrostatic disinfectant sprayer allowing the Community Center to more efficiently clean all equipment. This has allowed the Community

Center to put all equipment back in service, including free weights. Now that all amenities are available, the Community Center has reinstated any memberships which remained on hold with few exceptions. This new piece of equipment has also reduced the amount of time needed to clean the equipment in the middle of the day. As a result, the closure window for mid-day cleaning has been reduced from two hours to just one hour. The Fitness Center is closed Monday – Friday from 2pm to 3pm for cleaning.