

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roland Park City Hall
September 6, 2022 6:00 PM

- | | | |
|--|--|--|
| <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"> • Michael Poppa, Council Member • Tom Madigan, Council Member • Kate Raglow, Council Member • Michael Rebne, Council Member | <ul style="list-style-type: none"> • Keith Moody, City Administrator • Erin Winn, Asst. Admin. • Kelley Nielsen, City Clerk • John Morris, Police Chief • Donnie Scharff, Public Works Director |
|--|--|--|

Admin	Finance	Safety	Public Works
Raglow	Rebne	Poppa	Brauer
Dickens	Hill	Madigan	Faidley

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 #1004

B. Council Minutes August 22, 2022

III. Business From the Floor

A. Applications / Presentations

1. Outstanding Service Award

IV. Mayor's Report

A. Hispanic Heritage Month Proclamation

B. Diaper Needs Awareness Week Proclamation

V. Workshop and Committee Reports

VI. Reports of City Liaisons

VII. Unfinished Business

VIII. New Business

A. Approve Land Purchase Agreement with EPC (10 min)

B. Approve Consent to Transfer Telecommunications Franchise Agreement from Surewest to Everfast (5 min)

C. Approve Task Order with Lamp Ryneerson for Storm Pipe Lining Project (5 min)

D. Appoint Linda Heinen to the Parks Committee (5 min)

IX. Ordinances and Resolutions:

A. Ordinance 1033 - STO

B. Ordinance 1034 - UPOC

X. Workshop Items:

XI. Reports of City Officials:

A. COVID Report

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 9/6/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

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

Item Type:

Recommendation:

See instructions to log in below.

Details:

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

Kelley Nielsen is inviting you to a scheduled Zoom meeting.

Topic: City Council and Governing Body Workshop Meeting

Time: This is a recurring meeting Meet anytime

Join Zoom Meeting

<https://zoom.us/j/97767592270?pwd=VWNXbjNkejlVb0JBaStWMDF5WXpoZz09>

Meeting ID: 977 6759 2270

Passcode: council

One tap mobile

+16699006833,,97767592270# US (San Jose)

+12532158782,,97767592270# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 977 6759 2270

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

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 9/6/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #1004**
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
☐ Appropriations Ordinance #1004	Cover Memo

Appropriation Ordinance - 9/6/2022 - #1004

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, September 1, 2022

Appropriation Ordinance - 8/22/2022 - #1003

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 September 6, 2022.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

121,494.61

Appropriation Ordinance - 9/6/2022 - #1004

						Check / EFT		
Vendor	Dept	Acct #	Description	Invoice Description	Date	Amount	Chk #	Check Amount
						Distribution	Check	
Vendor	Dept	Account	Account Description	Reference	Date	Amount	Check #	Amount
ADP, Inc.	101	5214.101	Other Contracted Services	612996212	08/24/22	323.88	73931	323.88
Advance Auto Parts	110	5260.110	Vehicle Maintenance	5128223634709	08/31/22	183.56	73955	183.56
All City Management Services, Inc.	102	5214.102	Other Contracted Services	78949	08/31/22	73.23	73956	73.23
All Copy Products, Inc.	102	5214.102	Other Contracted Services	77305365	08/24/22	322.50	73932	645.00
All Copy Products, Inc.	105	5214.105	Other Contracted Services	77305365	08/24/22	322.50		
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	D492335	08/24/22	666.98	73933	666.98
AT&T	101	5202.101	Telephone	3241 8/21/22	08/31/22	97.93	73957	97.93
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1073637	08/24/22	100.00	73934	100.00
C & C Group	101	5210.101	Maintenance & Repair Building	50815	08/31/22	455.00	73958	455.00
COCx2, LLC	101	5209.101	Professional Services	RP202202	08/31/22	750.00	73959	750.00
Edwards Chemicals	220	5326.220	Chemicals	IN90161	08/31/22	1,479.00	73960	1,479.00
ETC Institute	101	5214.101	Other Contracted Services	29959	08/31/22	868.75	73961	868.75
Galls, LLC	102	5308.102	Clothing & Uniforms	21845577	08/31/22	139.79	73962	139.79
Green For Life Environmental	115	5235.115	Disposal Fees	AS0001045074	08/24/22	555.00	73935	555.00
Frank Gilman	103	5214.103	Other Contracted Services	Recurring Check	09/01/22	1,166.67	73980	1,166.67
Goodyear Auto Service	102	5260.102	Vehicle Maintenance	32157	08/24/22	570.72	73936	570.72
House of Rocks	300	5470.300	Park Maint/Infrastructure	275922	08/24/22	144.40	73937	144.40
International Institute	105	5206.105	Travel Expense & Training	9/30/23 Renewal	08/24/22	175.00	73938	175.00
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	5239	08/24/22	1,556.25	73939	1,556.25
Johnson County Housing Services	101	5233.101	JoCo Home Repair - Minor	4/29/22 MHR	08/31/22	15,000.00	73963	30,500.00
Johnson County Housing Services	101	5234.101	JoCo Home Repair - Major	4/29/22 HOME	08/31/22	15,500.00		
Johnson County Key Service, Inc.	101	5210.101	Maintenance & Repair Building	12/23/22	08/24/22	7.50	73940	7.50
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	2834 8/25/22	08/31/22	34.86	73964	34.86
The Kansas City Gardener	101	5256.101	Committee Funds	12954	08/31/22	465.00	73965	465.00
League of Kansas Municipalities	101	5206.101	Travel Expense & Training	4761	08/31/22	250.00	73966	525.00
League of Kansas Municipalities	101	5206.101	Travel Expense & Training	4780	08/31/22	275.00		
The Legal Record	101	5204.101	Legal Printing	L98337	08/24/22	62.25	73941	62.25
Lynda Leonard	101	5230.101	Art Commissioner	Recurring Check	09/01/22	100.00	73981	100.00
Lippert Mechanical Service Corp	101	5210.101	Maintenance & Repair Building	SI2080547	08/31/22	456.36	73967	1,605.44
Lippert Mechanical Service Corp	101	5210.101	Maintenance & Repair Building	SI2083011	08/31/22	868.00		
Lippert Mechanical Service Corp	101	5210.101	Maintenance & Repair Building	SI2088389	08/31/22	281.08		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 9/12/22	08/25/22	8.73	32774	1,416.70
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 9/12/22	08/25/22	46.68		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 9/12/22	08/25/22	9.49		
Lowe's Business Acct./GEMB	106	5306.106	Materials	1760 9/12/22	08/25/22	(0.79)		
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 9/12/22	08/25/22	45.85		
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 9/12/22	08/25/22	100.66		
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 9/12/22	08/25/22	54.14		

Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 9/12/22	08/25/22	18.95		
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 9/12/22	08/25/22	8.52		
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 9/12/22	08/25/22	149.61		
Lowe's Business Acct./GEMB	290	5306.290	Materials	1760 9/12/22	08/25/22	22.72		
Lowe's Business Acct./GEMB	360	5315.360	Machinery & Auto Equipment	1760 9/12/22	08/25/22	219.10		
Lowe's Business Acct./GEMB	360	5315.360	Machinery & Auto Equipment	1760 9/12/22	08/25/22	13.27		
Lowe's Business Acct./GEMB	106	5425.106	Other Capital Outlay	1760 9/12/22	08/25/22	536.70		
Lowe's Business Acct./GEMB	106	5425.106	Other Capital Outlay	1760 9/12/22	08/25/22	(48.68)		
Lowe's Business Acct./GEMB	300	5470.300	Park Maint/Infrastructure	1760 9/12/22	08/25/22	231.75		
Mauer Law Firm PC	101	5215.101	City Attorney	8/29/22	08/31/22	5,377.00	73968	5,377.00
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	8/24/22	08/31/22	40,314.00	73969	40,314.00
Midtown Signs LLC	300	5315.300	Machinery & Auto Equipment	15753	08/24/22	1,228.16	73942	1,228.16
Nifty Promotions	101	5256.101	Committee Funds	8124	08/31/22	1,168.13	73970	1,168.13
Adam Peer	103	5209.103	Professional Services	8/24/22	08/31/22	150.00	73971	150.00
Principal Life Insurance Co.	107	5130.107	City Paid Life/ST Disability	10001 8/17/22	08/24/22	847.02	73943	847.02
Purchase Power	101	5205.101	Postage & Mailing Permits	7903 8/21/22	08/31/22	201.00	73972	201.00
Pur-O-Zone, Inc.	220	5304.220	Janitorial Supplies	858113	08/31/22	108.76	73973	108.76
Rejis Commission	102	5214.102	Other Contracted Services	490510	08/31/22	28.50	73974	1,134.38
Rejis Commission	102	5214.102	Other Contracted Services	490670	08/31/22	238.88		
Rejis Commission	102	5214.102	Other Contracted Services	490789	08/31/22	819.50		
Rejis Commission	103	5305.103	Dues, Subscriptions, & Books	484457 4/30/22	08/31/22	47.50		
Roeland Park Community Foundat	101	4787.101	RP Community Foundation Donatio	8/29/22 Ck Req	08/31/22	100.00	73975	100.00
Signco Inc.	101	5267.101	Employee Related Expenses	51246	08/31/22	823.55	73976	823.55
Staples	101	5301.101	Office Supplies	8067276841	08/31/22	79.89	73977	79.89
Strasser True Value	115	5302.115	Motor Fuels & Lubricants	412645	08/24/22	15.96	73944	15.96
Sysco Kansas City, Inc.	220	5325.220	Concessions food and supplies	457888268	08/31/22	297.86	73978	297.86
Tall Oak Productions LLC	101	5283.101	RP Community Foundation Grant Ex	25	08/24/22	300.00	73945	300.00
Terminix Processing Center	106	5214.106	Other Contracted Services	423697532	08/24/22	76.00	73946	76.00
Karen Torline	103	5214.103	Other Contracted Services	Recurring Check	09/01/22	1,416.67	73982	1,416.67
Water District No 1 of Johnson Co	106	5287.106	Water	8/25/22 Multi	08/31/22	1,152.12	73979	5,212.63
Water District No 1 of Johnson Co	220	5287.220	Water	8/25/22 Multi	08/31/22	4,060.51		
KPERS	101	2040.101	KPERS Accrued Employee	8/18/22 PR	08/25/22	2,428.13	EFT	2,428.13
KPERS	101	2040.101	KPERS Accrued Employee	8/18/22 PR	08/25/22	3,877.54	EFT	3,877.54
KP&F	101	2045.101	KP&F Employee Withholding Payab	8/18/22 PR	08/25/22	2,269.78	EFT	2,269.78
KP&F	101	2045.101	KP&F Employee Withholding Payab	8/18/22 PR	08/25/22	7,298.24	EFT	7,298.24
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	Recurring EFT	08/20/22	1,952.00	EFT	1,952.00
Miller Management Systems, LLC	101	5214.101	Other Contracted Services	29783	08/22/22	150.00	EFT	150.00
						<u>\$ 121,494.61</u>		

Item Number: Consent Agenda- II.-B.
Committee 9/6/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Council Minutes August 22, 2022**
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
☐ City Council Meeting Minutes August 22, 2022	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 22, 2022, 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">○ Tom Madigan, Council Member○ Michael Poppa, Council Member○ Kate Raglow, Council Member○ Michael Rebne, Council Member | <ul style="list-style-type: none">○ Keith Moody, City Administrator○ Erin Winn, Asst. City Administrator○ Kelley Nielsen, City Clerk○ John Morris, Police Chief○ Donnie Scharff, Public Works Director |
|--|---|--|

Admin
Raglow
Dickens

Finance
Rebne
Hill

Safety
Poppa
Madigan

Public Works
Brauer
Faidley

(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, City Attorney Mauer, Assistant City Administrator Winn, Public Works Director Scharff, Police Chief Morris, and City Clerk Nielsen.

Modification of Agenda

There were no modifications to the agenda.

Public Hearing - Amend 2022 Budget

Mayor Kelly called for a public hearing as required by law for amending the current 2022 budget. Two amendments were proposed, one for the Community Center Fund related to capital expenditures budgeted in 2021 that were completed in 2022, and the second, expired TIF 2D, which has \$24,000 in available funds for eligible expenses.

The Mayor then opened the hearing up for public comment related to the 2022 budget amendment.

Public Comments:

Karen Kenney (5306 Roe). Ms. Kenney stated this amendment should be a public vote and not a decision before the Council. She said that any tax increases which come up in a public hearing should have a public vote. She also spoke to the Roe 2020 project, its expense and that there are dead trees and a lot of weeds. She said the City should not be writing checks when there is no money and expect the homeowners to pay for it.

Blake Stinnett (4900 Howe Dr.) Mr. Stinnett spoke to the mill levy taxes saying their home values haven't increased 50 percent in five years, but the mill levy tax has. He asked where the tax dollars were doing. Mr. Stinnett said the City should be more creative in ways to generate income instead of increasing taxes on homeowners.

After public comment was made, Mayor Kelly closed the public hearing.

Public Hearing - Exceed Revenue Neutral Rate for 2023 Budget and Adopt the 2023 Budget

Mayor Kelly opened the second public hearing and asked for public comment.

Public Comment:

Kathleen Whitworth (5204 Catalina) Ms. Whitworth spoke to the increased tax dollars from Roeland Park as well as increased property taxes. She said that while a mill levy reduction is proposed, the actual dollars residents pay will increase. She said that property taxes have increased 30 percent from 2019 to 2023. She also noted that increased valuations do not equate to spendable income and does not offset increased utilities, groceries, et cetera. She recommended the Council approve a revenue neutral rate ensuring that the same amount collected in 2022 remains the same for 2023.

Patty Gaines (5322 Rosewood) Ms. Gaines spoke to the mill levy increase and expressed concern that her property tax has doubled. She had questions about how the tax is calculated and how the mill levy rate would affect her and the other residents of the City.

Larry Munjak (5236 Delmar) Mr. Munjak stated that the gaming bill had recently been passed in Kansas and asked where that money would go and doesn't see how it will benefit him. He said he would like Kansas to pass something that would benefit homeowners such as keeping the rates lower, legalizing recreational marijuana, and noted that Colorado is using that revenue to build school buildings.

Janna Willhaus (4934 Birch) Ms. Willhaus stated that even though the mill rate is proposed to be reduced, their property tax increases have been over 15 percent. She said it is misleading that reducing the rates are reducing the taxes. She said it sounds good, but it is not a reality for homeowners. She asked what the City would be doing with their 10 percent increase.

Adrienne Foster (3609 W. 50th Terr.) Ms. Foster spoke to the continuing rise of taxes. She said that according to studies a record percent of Americans are suffering with inflation, groceries, and utilities. She said that taxes have increased on average 7 percent per year. She recommended the Council reduce the taxes and said that just because they collect it, they do not need to spend it.

Deborah Kaufman (5535 Sherwood) Ms. Kaufman spoke to the bicycle exhibit in R Park for \$90,000 that the kids are not able to ride. She said it is a beautiful park, but it is not an art exhibit and felt the monies could be spent elsewhere. She said she does enjoy the children playing at the park, but they do not need more amenities.

Erik Hage (5401 Nall) Ms. Hage asked if there are opportunities for residents to help other citizens if they are having a hard time. He said that is something they should advertise more.

Following public comment, Mayor Kelly closed the public hearing.

I. Citizen Comments

No comments were made regarding the Council meeting agenda.

II. Consent Agenda

- A. Appropriations Ordinance #1003**
- B. Council Minutes July 18, 2022**
- C. 2023 Land Lease Agreement to JCPRD for Sports Dome**
- D. Approve Location of Heart Sculpture**

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

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

There was no Business from the Floor.

IV. Mayor's Report

- A. National Suicide Prevention Awareness Month Proclamation**

Mayor Kelly reviewed the statistics of suicide in the country and wants to make certain that everyone understands the resources available to them. He said his heart goes out to all who struggle with intrusive thought and urged them to find ways to reach out when they are in crisis. He added that Roeland Park is a leader in the county and the area with their mental health co-responder program in providing that resource to their police force.

MOTION: CMBR POPPA MOVED AND CMBR RAGLOW SECONDED TO APPROVE THE PROCLAMATION DECLARING SEPTEMBER 2022 AS NATIONAL SUICIDE PREVENTION AWARENESS MONTH IN THE CITY OF ROELAND PARK. (MOTION CARRIED 8-0.)

V. Reports of City Liaisons and Committees

- A. MARC - Bike & Pedestrian (Jan Faidley)**

CMBR Faidley said her detailed report is in the agenda packet. She also posted a couple things online such as the link to the bike map and the Complete Street Network analysis which were not originally included in her report.

- B. MARC - First Tier Suburbs (Jan Faidley and Benjamin Dickens Alt.)**

This report is also included in the agenda packet. CMBR Faidley noted at their last meeting the city of Grandview, MO transformation was featured and how they have flourished.

CMBR Rebne where they are in regards to the Complete Streets ordinance implementation. CMBR Faidley said they did pass the ordinance and they are following those guidelines in Roeland Park when looking at street reconstruction and looking at it from an all users lens.

VI. Unfinished Business

There was no Unfinished Business discussed.

VII. New Business

A. Approve Inflation Adjustment for 2022

This adjustment is a 4 percent increase in staff wages for the remainder of the year and is reflected in the 2022 budget amendment.

CMBR Madigan stated the hourly increase will vary depending on the pay of employees. City Administrator Moody said a 4 percent merit increase was administered at the beginning of the year. CMBR Madigan asked what the new increase would cost the City and felt that an increase in the middle of the year was unusual.

CMBR Faidley said it is the intention of the Council to respond in a timelier fashion addressing inflation understanding that their staff is their most valuable asset.

CMBR Madigan said for those on a fixed income they receive an annual increase. He said that he feels he's a valuable asset. He also noted that the 4 percent merit increase, and the 4 percent inflationary increase is to avoid giving an 8 percent increase in 2023.

Mayor Kelly stated that their staff is an investment and an asset, and they retain informational knowledge the City relies on. He added that elected officials come and go, but their staff dedicates their careers to the City, and they just cannot hire anyone off the street. They must provide a working environment for them to continue and provide a competitive wage. Mayor Kelly stated he supports the adjustment.

City Administrator Moody said the 4 percent increase equates to \$100,000 over a half year, and is further detailed in the packet. He also stated this was discussed at prior Workshops with the Council.

MOTION: CMBR DICKENS MOVED AND CMBR POPPA SECONDED TO APPROVE THE IMPLEMENTATION OF A \$1.10/HOUR INFLATION INCREASE TO STAFF HOURLY WAGES EFFECTIVE WITH THE AUGUST 4, 2022. PAYROLL. (THE MOTION CARRIED 7-1 WITH CMBR MADIGAN VOTING NO.)

B. Amend 2022 Budget

MOTION: CMBR REBNE MOVED AND CMBR BRAUER SECONDED TO APPROVE THE AMENDMENT OF THE 2022 BUDGET AS PROPOSED. (THE MOTION CARRIED 8-0.)

C. Approve Glass Recycling Service Agreement with Ripple

Mayor Kelly thanked Piercyn Charbonneau with Ripple Glass for working with Roeland Park on creating this program and being available to answer their questions through the process.

CMBR Madigan said this is the wrong time to implement this program due to inflation. He also stated he believes the gas estimate in the report is off and that expenses will be higher than the estimates.

CMBR Rebne said he appreciated Hanna Willhaus' analysis during public comment earlier. He said as a City, they should have figured out glass recycling decades ago. The fact that they are figuring it out now is just a testament in their delay of doing this. He expressed his support for the program adding that anything that makes it easier for folks to recycle glass is something they have to do.

City Administrator Moody said the fuel economy is based upon the actual numbers that Ripple calculated during the pilot program.

Ms. Winn said the numbers used in the table determine the fiscal and environmental impact and are based on results from the pilot. They chose to present a certain range, but it is impossible to say how it will translate to the City as a whole.

CMBR Raglow thanked Ripple Glass and staff for working hard on this program. She said that she personally has spent time on this and for her it comes down to the timing, and now is not the time. She does fully support recycling and would love to have it, but they do have other solutions such as the Aldi bin which does get a lot of use.

CMBR Madigan said he is more in favor of allowing residents to opt in and then rebating them for 50 percent of the cost, so that those who use it pay for it.

Mayor Kelly agreed with CMBR Rebne that this is long overdue. He said this doesn't mean that because they haven't done it in the past, they shouldn't be innovative and let this be a cornerstone of their solid waste service. He said they will be negotiating their solid waste contract and being able to reduce the weight collected as a result of glass recycling could put them in a better position on rates.

CMBR Poppa suggested a correction that the cost per household should go from \$2.65 as written to \$2.50. Ms. Winn said that is correct in that Ripple has been able to secure grant funding for the cost of the totes and they are passing that savings along to the City, which will be spread out over the three years of contract.

MOTION: CMBR FAIDLEY MOVED AND CMBR REBNE SECONDED TO AMEND THE AGREEMENT TO REFLECT THE REDUCED COST PER HOUSEHOLD FROM \$2.65 TO \$2.50 AS A RESULT OF A GRANT SECURED BY RIPPLE GLASS. (THE MOTION CARRIED 8-0.)

CMBR Poppa inquired about the note attached to the agreement on Item 2.B. Ms. Winn said the comment was made by staff regarding the logistics of tracking pricing. Ripple Glass wanted them to know that they have wholesale fueling at their plant and the City will be able to look at those receipts on a monthly basis.

CMBR Poppa said in talking with Ripple, as part of their education efforts he would like to see them take advantage of a dedicated support number with automated participation in the program. Mr. Charbonneau said they have seen increased participation with texts sent the night before and the morning of collection.

CMBR Faidley said it's great to hear about the grant. She also said that it should not be entirely on Ripple to take all the risk. She also spoke to the fact there is no recycling at the Boulevard complex, and this gives them an opportunity to get started and to maybe move ahead with their management to start a recycling program.

CMBR Poppa asked if there were other grant opportunities that would lower the cost even further. Ms. Winn said there is a lot of interest in the program, and it is a unique problem, and dollars do exist. She said that they are committed to constantly look for ways to save for the City.

Mayor Kelly added that there are two programs that Roeland Park has that provides income-based help to help alleviate the tax burden to residents. Additionally, there is also the Neighbors Helping Neighbors program with volunteers assisting City homeowners with home improvements.

CMBR Poppa asked about TIF funding. Ms. Winn said those funds are restricted in how they can be used. She also added that the Governing Body agreed to double the budget for Neighbors Helping Neighbors for 2022 and 2023. She said there are dollars left and they want to make sure that they use them.

Mayor Kelly said that if you know your neighbor is struggling, have them contact the City and they will walk them through the property tax assistance program.

The Mayor called for a roll call vote on the recycling agreement.

MOTION: CMBR FAIDLEY MOVED AND CMBR REBNE SECONDED TO APPROVE THE GLASS RECYCLING AGREEMENT WITH RIPPLE GLASS AS AMENDED. (THE MOTION CARRIED 5-4 WITH CMBRS MADIGAN, DICKENS, RAGLOW, AND BRAUER VOTING NO, AND THE MAYOR CASTING THE TIE-BREAKING VOTE OF YES.)

D. Approve 2023 Solid Waste Assessment

MOTION: CMBR HILL MOVED AND CMBR REBNE SECONDED TO APPROVE THE 2023 SOLID WASTE ASSESSMENT AS PROPOSED. (THE MOTION CARRIED 8-0.)

E. Resolution Exceeding the Revenue Neutral Rate and set the 2023 Mill Rate

Mayor Kelly said the proposed mill rate is 27.517 to exceed the 24.905 revenue neutral rate.

CMBR Poppa said from public input there needs to be a clarification between the tax rate versus the mill levy. He said they are basically being forced to be put in a position to make it look like they are raising taxes by the state. He said the current state legislature is trying to chip away at local control.

City Administrator Moody stated that tax revenues have increased and also the mill rate has remained constant over the past few years. In 2018 and 2019, the mill rate decreased 2.5 points in each year. The rate then remained constant until 2022. Despite that, revenues have increased. Discussions have been held at public meetings as they work through the budget addressing this. The revenue neutral approach also has failed in light of rising costs and there needs to be a way to capture revenues for those increases.

Mr. Stinnett spoke out that the additional cost of glass recycling is not a needed expense. City Administrator Moody noted that glass recycling is included in the solid waste assessment which also covers trash, recycling, and the leaf pickup program. Additionally, the glass recycling portion of the solid waste assessment represents 30 percent of the cost of the total program. The remaining portion is paid for through taxes collected by the City.

CMBR Madigan said ten years ago they raised the mill levy in anticipation of Walmart leaving. Walmart is still in the City, and they have returned back down to that level.

CMBR Poppa said the City captures very little of the tax revenue. He said that lowering the mill levy to a revenue neutral rate would impact them greater than they might think as it will also affect what businesses pay considering they pay more per dollar than residents.

City Administrator Moody said that 16 percent of every tax dollar collected goes to the City with the largest portion going to the school district. City Administrator Moody said the average single-family home value for 2022 is \$277,319 and equates to \$877.56 in taxes.

A roll call vote was taken on Option 1 for Resolution No. 697.

MOTION: CMBR REBNE MOVED AND CMBR FAIDLEY SECONDED TO ADOPT RESOLUTION NO. 697, OPTION 1, EXCEEDING THE REVENUE NEUTRAL RATE AND SETTING THE MILL RATE AT 27.517 MILLS. (THE MOTION CARRIED 7-1 WITH CMBR MADIGAN VOTING NO.)

F. Adopt 2023 Budget including CIP and Objectives

Mayor Kelly thanked his fellow Governing Body members for their laborious efforts in working to meet the needs of the City as well as the residents.

CMBR Poppa asked to make amendment removing his participatory budget objective. He said he is looking forward to continuing to work on that, but does not believe the \$10,000 needs to be in the budget for next year. He also stated that he would look for a source of funding. He said it continues to be important to bring residents into their budget process.

MOTION: CMBR POPPA MOVED AND CMBR MADIGAN SECONDED TO REMOVE THE PARTICIPATORY BUDGET OBJECTIVE FROM THE 2023 BUDGET. (THE MOTION CARRIED 8-0.)

CMBR Rebne said he appreciates the work and what they have funded in their budget as he uses the offerings of the City with its bikeability, leaf collection program, glass recycling, and the improvement of its parks. He also stated that CMBR Faidley has brought up the concern of sales tax in the past and would like for them as a Governing Body to look into that in the coming year. He views that tax as regressive noting that people pay more in food tax than with their property increase.

CMBR Madigan said it was his goal for the City to fund Rango as it is a necessary expense. He also stated that in the future they should discuss dollar limits on Council goals keeping in mind that the citizens are paying for them.

MOTION: CMBR FAIDLEY MOVED AND CMBR DICKENS SECONDED TO ADOPT THE 2023 BUDGET INCLUDING THE 5-YEAR CAPITAL IMPROVEMENT PLAN AND THE 2023 GOALS AND OBJECTIVES AS AMENDED. (THE MOTION CARRIED 7-1 WITH CMBR MADIGAN VOTING NO.)

G. Approve purchase of 2023 Patrol Unit Replacement

Police Chief Morris said due to supply issues they have an opportunity to place an order for a vehicle now for 2023. This would be for a 2023 Ford Explorer hybrid for their K-9 unit. The cost of the vehicle is \$46,215 and will not be paid for until it arrives. The special equipment for the vehicle has been privately funded and the monies are available when the unit arrives.

MOTION: CMBR MADIGAN MOVED AND CMBR DICKENS SECONDED TO APPROVE THE PURCHASE OF THE 2023 PATROL UNIT REPLACEMENT VEHICLE. (THE MOTION CARRIED 8-0.)

VIII. Ordinances and Resolutions

There were no ordinances or resolutions presented.

IX. Reports of City Officials

A. 2nd Quarter Financial Report

Ms. Winn reviewed key budget trends noting they are above 50 percent of budget for collections of property which is attributable to how they are collected. They are still seeing growth in sales and use taxes, but that percent of growth is slower than last year. Franchise fees are on track, but court fees are trending far below projections. Due to the City's desire to lower fines, they have adjusted their projections to reflect those lower revenues.

Ms. Winn noted the Community Center line item increase which is a result of shifting the timeline of improvements. Also, the Special Infrastructure Fund reflects the purchase of properties along Johnson Drive.

The General Fund revenue were also reviewed as well as expenditures, details of which are in the agenda packet. City investments have accrued \$27,000 in interest and the monies are used to help fund future projects.

The County Economic Research Institute(CERI) provides information for all Johnson County cities and Ms. Winn reviewed those retail sales figures for the first five months of 2022. It was noted that there was a small increase over last year and when compared to the county.

CMBR Faidley expressed concern about the lower number of permits issued. City Administrator Moody said the number began to drop in 2021 in not only the number of permits issued but also the value of those permits. He said at this time they are not certain what is driving that.

CMBR Rebne asked how the permit fee is determined. City Administrator Moody said it is based on the value of the construction.

B. COVID Report

Mayor Kelly said the COVID Report is provided in the agenda packet.

Adjourn:

MOTION: CMBR DICKENS MOVED AND CMBR POPPA SECONDED TO ADJOURN. (MOTION CARRIED 8-0)

(Roeland Park City Council Meeting Adjourned at 7:31 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Applications/Presentations- A.-1.
Committee 9/6/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 9/1/2022
Submitted By: Admin Committee
Committee/Department: Admin Committee
Title: **Outstanding Service Award**
Item Type: Presentation

Recommendation:

The Administrative Committee (Raglow and Dickens) have selected the recipient of the Outstanding Service Award for the 1st half of 2022. The group arrived at the selection upon review and due consideration of the applications received during 2022.

Details:

Nominations for the recipient came from a variety of sources, citing service that went above and beyond and examples of conduct focused on exceptional service to the public. Juli Torres, municipal court clerk, is recognized for her outstanding work in our community. Juli's attention to detail, prompt resolution of defendant concerns and respectful treatment of all who interact with the Court are an asset to our City.

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: Mayor's Report- IV.-A.
Committee 9/6/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title:

Hispanic Heritage Month Proclamation

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

□ Hispanic Heritage Month Proclamation

Cover Memo



Proclamation

Hispanic Heritage Month

WHEREAS, each year, the United States observes National Hispanic Heritage Month by celebrating the culture, heritage and countless contributions of those whose ancestors were indigenous to North America as well as those who came from Spain, Mexico, the Caribbean, Central America and South America; and

WHEREAS, what began in 1968 as Hispanic Heritage Week under President Johnson was expanded by President Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15; and

WHEREAS, the date September 15 is significant because it is the anniversary of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. Additionally, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively; and

WHEREAS, this year's theme, "Esperanza: A Celebration of Hispanic Heritage and Hope," encourages us to reflect on the legacy of Hispanic people who have influenced our nation's history and serve today as leaders in all aspects of our national life from the Supreme Court and halls of Congress to boardrooms and Main Streets across all of the United States; and

WHEREAS, we recognize and honor the many ways that Hispanics have enriched the fabric of our society while also rededicating ourselves to address the lack of equal access to opportunity that many still face; and

WHEREAS, the Hispanic population of the United States is now 62.1 million, constituting 18.7% of the total population. Specifically, in Johnson County, the Hispanic population is now 54,389, constituting approximately 9% of the County's population and represents a wide range of nationalities and backgrounds which reflect the remarkable diversity of the American people; and

NOW, THEREFORE, BE IT RESOLVED, that on this 6th day of September 2022, the City of Roeland Park Governing Body does hereby proclaim September 15th – October 15th, 2022 as Hispanic Heritage Month and encourage all residents to celebrate our unique and vibrant history and recommit ourselves to a shared future of healthy, peaceful, safe and sustainable communities for all.

MIKE KELLY
Mayor

Item Number: Mayor's Report- IV.-B.
Committee 9/6/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title:

Diaper Needs Awareness Week Proclamation

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

□ Diaper Needs Awareness Week Proclamation

Cover Memo



Proclamation

Diaper Need Awareness Week

Whereas, diaper need, the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of babies, toddlers, and their families; and

Whereas, national surveys and research studies report that one in three families struggles with diaper need, and 48 percent of families delay changing a diaper to extend the available supply; and

Whereas, infants and toddlers go through six to 12 diapers each day during the two to three years they wear diapers; and

Whereas, purchasing enough diapers to keep a baby or toddler clean, dry, and healthy can consume 14 percent of a low-wage family's post-tax income, making it difficult to provide the necessary supply; and

Whereas, during the COVID-19 pandemic, diaper banks across the country saw enormous increases in demand for diapers and expanded their distribution of diapers by an average of 86 percent; and

Whereas, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in child care programs and quality early-education programs that enable children to thrive and parents to work; and

Whereas, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and parents may be prevented from accessing childcare needed to go to work or school, thereby destabilizing the family's economic prospects and well-being; and

Whereas, the people of Roeland Park recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

Whereas, while experiencing double, triple, or greater increase in demand for diapers due to the pandemic and economic shutdown, these diaper banks continue to do everything in their ability to increase diaper distributions and support children and families in need of immediate assistance; and

Whereas, now that our state is recovering from the pandemic, diaper banks are playing a critical role in supporting families and advancing our collective economic growth; now

Therefore, I, Mike Kelly, Mayor of Roeland Park, do hereby proclaim the week of September 24 through October 2, 2022 as

NATIONAL DIAPER NEED AWARENESS WEEK

in the City of Roeland Park, thank the aforementioned diaper banks, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the citizens of Roeland Park to donate generously to diaper banks, diaper drives, and support those organizations that collect and distribute diapers to families struggling with diaper need, so that all of Roeland Park children and families can thrive and reach their full potential.

MIKE KELLY
Mayor

Item Number: New Business- VIII.-A.
Committee 9/6/2022
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 9/1/2022
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Approve Land Purchase Agreement with EPC (10 min)**
Item Type: Agreement

Recommendation:

Staff recommends entering into agreements with EPC for the sale of City owned land known as The Rocks.

Details:

Details of the sale are included in the attached agreement. The agreement contemplates sale of all of the land in The Rocks site (area highlighted in blue on the map included in the agreement). The due diligence period is 90 days from the execution of the agreement or upon completion of approvals which ever is longer. The agreement provides opportunity for the City to continue use of the Public Works site through October 1, 2023. The City must find a new location (either purchase or rent) and be out of the existing site by that date.

The agreement reflects a purchase price of \$3.45 million for all the land. This equates to a price of \$12.00/sf. This is an attractive selling price for this property for the following reasons:

1. The City sold NE RJ for \$10.25/sf (\$1.2 million), it was relatively flat and had fewer site development costs associated with it.
2. The Local (similar scope mixed use site in Mission) has been assigned a land value of \$10.00/sf (by the JOCO Appraiser).
3. Sunflower Development paid less than \$9.50/sf for the old bowling alley ground in Mission where a 175 unit multi-family development is under construction (granted that site has challenges including being next to a creek, next to a waste water pump station and a telecom tower sits on it)
4. The Rocks has a larger land area (> 3 acres) than these other sites which tends to result in a lower per square foot price.
5. The agreements includes purchasing lot 4 which has limited use since there is an in-ground storm water detention facility under most of the lot and a public storm water easement will

encumber most of lot 4. Surface parking is likely its only active use.

6. The Rocks site has significant grade challenges, even with their design using the grade change advantageously there will still be significant site excavation to achieve their site concept layout.

The agreement encourages expedient completion of subsequent steps and ultimately construction. It establishes City approval authority over the aesthetics of the buildings constructed and precludes sale of the site to a tax exempt entity in the future. Additional development scope details, claw-back provisions, incentive provisions and performance standards will be included in the development agreement to follow. EPC will not be permitted to close on the purchase without first successfully entering into a Development Agreement for the site.

This is the first step in a series of steps to come. A timeline has been developed reflecting approval steps being complete before year end which is within the 90 due diligence period (some special meetings will be required). EPC is an experienced developer with a strong reputation for completing projects as proposed. Their vision for the site is in step with the vision expressed by the Council and Roeland Park residents. Their proposal is consistent with MOU executed with the City (incorporated into the land purchase agreement as a reference doc).

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
 Land Purchase Agreement for The Rocks with EPC	Cover Memo

LAND PURCHASE AGREEMENT

THIS LAND PURCHASE AGREEMENT (this “**Agreement**”) is entered into effective as of September 2, 2022 (the “**Effective Date**”) by and between the City of Roeland Park, Kansas, a Kansas municipal corporation (“**Seller**”), and EPC Real Estate Group, LLC, Kansas limited liability company, its assigns (“**Buyer**”). The Buyer and Seller shall sometimes be collectively referred to herein as the “Parties.”

WHEREAS, on June 21, 2022, Buyer and Seller entered into a Memorandum of Understanding (“**MOU**”) regarding the proposed purchase and development of the Property (defined below), commonly known as “The Rocks” site, owned by the Seller, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Parties wish to enter into this Land Purchase Agreement to reflect the terms for the purchase and sale of the Property, as more fully described in Section 1 below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Buyer and Seller hereby agree as follows:

ARTICLE I

LAND PURCHASE

Section 1.1 Property. Subject to the terms and conditions of this Agreement, Seller hereby agrees to convey to Buyer and Buyer hereby agrees to purchase from Seller marketable fee simple title in the real property legally described on **Exhibit B** attached hereto and incorporated herein, together with any and all right, title and interest of Seller in and to any land lying in the bed of any street, road, alley or avenue, open or proposed, in front of or adjoining the Property, all rights of way or use, utilities, adjacent streets, alleys, strips, gores, and rights-of-way, servitudes, licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging to or benefiting the Property (the “**Land**”), together with all buildings, structures and improvements located on the Land (the “**Improvements**”) and all of Seller’s intangible personal property attached to the Land or Improvements on the Closing Date (“**Personal Property**”), and together with the Land and the Improvements, the “**Property**”); provided, however, the Personal Property shall not include the removable personal property of Seller which includes, without limitation, trade fixtures, furniture and moveable equipment, and any other personal property of Seller located in or around, or in any way related to, the City of Roeland Park’s Public Works Building currently located on the Property (the “**Public Works Building**”).

Section 1.2 Purchase Price. The purchase price for the Property is Three Million Four Hundred Fifty Thousand Dollars and 00/100 Cents (\$3,450,000.00) (“**Purchase Price**”) and shall be paid as follows:

- (a) Earnest money in the amount of Twenty Five Thousand Dollars and 00/100 Cents (\$25,000.00) (together with any applicable Extension Deposit(s) and any accrued interest, the “**Earnest Deposit**”) shall be deposited by Buyer in an interest-bearing account

with First American Title Insurance Company, c/o Tom Jensen 1201 Walnut Street, Suite 700, Kansas City, Missouri 64106; tjensen@firstam.com (the “**Title Company**”) by wire transfer of immediately available funds, within five (5) business days after the execution and delivery of this Agreement. Notwithstanding anything in this Agreement to the contrary, One Hundred and No/100 Dollars (\$100.00) of the Earnest Deposit is delivered to the Title Company for delivery by the Title Company to Seller as “**Independent Contract Consideration**”, and the Earnest Deposit is reduced by the amount of the Independent Contract Consideration, which amount has been bargained for and agreed to as consideration for Seller’s execution and delivery of this Agreement. At Closing (as defined below), the entire Earnest Deposit will be credited to the Purchase Price. The Title Company shall hold the Earnest Deposit in accordance with the terms and conditions of this Agreement. At Buyer’s election, Seller and Buyer agree to execute reasonable documents as required by the Title Company to allow the placement of the Earnest Deposit in an interest bearing trust account in an institution whose deposits are insured by the FDIC or otherwise approved in writing by the Buyer. The Earnest Deposit together with all interest accrued thereon shall collectively be deemed to be the Earnest Deposit and shall be, unless otherwise specified in this Agreement, (a) applied to the Purchase Price at Closing, if Closing occurs; (b) returned to Buyer in of any of the following: (i) Seller’s default or failure of a condition hereunder and Buyer elects to terminate this Agreement or the transaction contemplated by this Agreement is not consummated as a result; (ii) Buyer notifies Seller prior to the date that is ninety (90) days after the Effective Date that Buyer elects to terminate this Agreement, (iii) Buyer notifies Seller prior to the expiration of the Due Diligence Period that Buyer is unable to obtain the Governmental Approvals and elects to terminate this Agreement as provided in Article I, Section 1.8 below; (iv) Buyer exercises a termination right pursuant to Article I, Sections 1.13 or 1.14 below; or (c) delivered to Seller as liquidated damages as provided in Article II, Section 2.10 below

(b) The balance of the Purchase Price, subject to closing prorrations and credits, shall be paid to Seller in immediately available funds at Closing.

Section 1.3 Seller’s Representations and Warranties. Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date that:

(a) Seller has the authority to enter into this Agreement and comply with Seller’s obligations hereunder.

(b) This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms. The execution of this Agreement by Seller will not result in a breach of, violate any term or provision of, or constitute a default under, any document by which Seller is bound.

(c) Seller has good, valid and marketable title to the Property, free and clear of all liens except matters of record. There are no outstanding options or rights of first refusal to purchase the Property, or any portion thereof or interest therein.

(d) There are no leases, subleases, licenses, concessions or other agreements, written or oral, granting to any person the right of use or occupancy of any portion of the Property.

(e) There is no pending or, to the knowledge of Seller, threatened condemnation or similar proceeding, lawsuit or administrative action affecting the Property or any portion thereof or other matters affecting adversely the current use, occupancy, value or marketability of or title to the Property, and Seller has not received any written notice, and has no knowledge, that any such proceeding is contemplated.

(f) There are no contracts of employment, management, maintenance, service, supply or rental outstanding which affect any portion of the Property or its operation which will be in effect after the date of Closing.

(g) There are no labor disputes, organizational campaigns or union contracts existing or under negotiation as of the date hereof with respect to the Property or the operation thereof; there are no employees presently engaged in the operation or maintenance of the Property for whom Buyer will be responsible after Closing unless Buyer hires them directly.

(h) To Seller's knowledge, there are no violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement, affecting any portion of the Property, and no written notice of any such violation has been issued by any governmental authority.

(i) No work has been performed or is in progress by Seller at and no materials have been furnished to the Property or any portion thereof, which might give rise to mechanic's, materialman's or other liens against the Property or any portion thereof.

(j) To Seller's knowledge, hazardous materials are not present in any form in, on or about the Property. The Property has never been the site of any activity which would violate any past or present law or regulation of any federal, state or local governmental body or agency, including all environmental laws. No part of the Property presently, or at any time in the past has been used as a dump or other waste disposal site. No notice, notification, demand, request for information, citation, summons or order has been received, no complaint has been filed, no penalty has been assessed and no investigation,

action, claim, suit, proceeding or review is pending, or, to the knowledge of Seller, threatened with respect to any matters relating to the Seller or the Property and relating to or arising out of any environmental laws.

(k) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a completed IRS Form W-9 at Closing to provide evidence that Seller is not such a foreign person and provide Seller's tax identification number ("**W-9**").

(l) There are no real estate brokers or agents known to Seller to be involved in the procurement of this Agreement. Seller shall be responsible for payment of commissions to the Broker at the Closing pursuant to a separate agreement.

(m) Seller has received no notice of and has no knowledge of any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency against the Property, or against Seller which could encumber the Property.

To the extent permitted by Kansas law, Seller hereby indemnifies and defends Buyer and holds Buyer harmless from the following and against any and all claims, actions, loss, cost, damage and expense (including reasonable attorney's fees) arising out of, resulting from, relating to, in the nature of or caused by the inaccuracy or breach by Seller of any of the representations, warranties and covenants contained in this Agreement. All of Seller's warranties and representations shall survive Closing for a period of one (1) year.

Section 1.4 Plans and Reports. Within five (5) days after the Effective Date, Seller shall provide Buyer with copies of all existing plans, declarations, escrow agreements, zoning documents, and other agreements and/or reports affecting the Property which are in Seller's possession or control relating to the Property. Within thirty (30) days after the Effective Date, Seller shall provide Buyer with a proposed Development Agreement (as defined in Article II, Section 2.4 below).

Section 1.5 Survey. Seller shall provide and pay for an ALTA/ACSM land title survey ("Survey") to the Buyer within forty-five (45) days of the Effective Date.

Section 1.6 Title and Survey Contingency. Promptly after the Effective Date, Seller shall provide and pay for an ALTA Owner's Extended Coverage Title Insurance Policy ("**Title Policy**") from the Title Company in the amount of the Purchase Price, guaranteeing marketable fee simple title to Buyer as of Closing. Within twenty (20) days of the Effective Date, Seller shall cause the Title Company to deliver to Buyer a commitment for such Title Policy ("**Commitment**") and copies of all exception documents. Buyer shall have until thirty (30) days after receipt of both the Commitment and Survey (the "**Title Objection Period**") to deliver to Seller in writing any

objection to a matter shown on the Commitment or Survey which affects the Property or Buyer's use of the Property ("**Title Objections**"). If Buyer fails to deliver notice of Title Objections to Seller within the Title Objection Period, Buyer shall be deemed to have fully accepted the Survey and Commitment and all matters disclosed therein. If Buyer delivers notice of Title Objections to Seller within the Title Objection Period, Seller shall have ten (10) days after receipt of Buyer's Objection (the "**Title Cure Period**") to notify Buyer, in writing, whether Seller agrees to cure the Title Objections. Failure of Seller to respond within the Title Cure Period shall indicate, and be deemed notice, that Seller elects not to cure the Title Objections. Seller shall have no obligation to cure any Title Objection or incur any expense with respect thereto. If Seller elects not to cure one or more of the Title Objections, Buyer shall have ten (10) business days after the end of the Title Cure Period to deliver notice to Seller terminating this Agreement, in which event the Earnest Deposit (less the Independent Consideration) shall be disbursed to Buyer, and the parties shall have no further obligations hereunder except those that expressly survive Closing. If Buyer does not terminate this Agreement during said ten business day period, Buyer is deemed to have accepted any uncured Title Objections other than Mandatory Cure Items (the "**Permitted Exceptions**"), provided, however, that in no event shall the following be deemed Permitted Exceptions: liens of ascertainable amount, including, without limitation, liens of mortgages, deeds of trust, financing statements, judgment liens, and mechanics' and materialmen's liens (collectively, "**Mandatory Cure Items**"), all of which Seller shall cause to be removed from title prior to Closing. If Seller pursues a cure and is unable to cure a Title Objection by the Closing Date, then Buyer shall have the option, in its sole discretion, to either terminate this Agreement (in which event the Earnest Deposit (less the Independent Consideration) shall be disbursed to Buyer) or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured Title Objections and waived any rights against Seller relating thereto. Buyer shall make its election under the immediately preceding sentence within ten (10) business days after Seller notifies Buyer that it was unable to cure one or more Title Objections. If Buyer does not terminate this Agreement during said period, Buyer is deemed to have accepted any uncured Title Objections.

Buyer's obligation to purchase the Property is conditioned upon the Title Company providing at Closing a commitment to issue the Title Policy (or a marked-up and binding commitment therefor), with extended coverage over the printed standard or general exceptions, in the amount of the Purchase Price insuring Buyer as the fee simple owner of the Property as of the date of recording the deed, subject to the Permitted Exceptions.

Section 1.7 Due Diligence Period. Buyer shall have until the later of (i) ninety (90) days from the Effective Date, or (ii) receipt of all Governmental Approvals (as defined below) to perform all Due Diligence it deems necessary to determine the viability of the Property and pursue all Governmental Approvals ("**Due Diligence Period**"). Seller agrees to provide Buyer and any third parties engaged by Buyer (i.e., roofing contractor, agents, lenders, investors, advisors, consultants, etc.) reasonable access to the Property starting from the Effective Date through the

date of Closing to, and such parties may, survey, inspect, and conduct engineering, soils, environmental, physical and other investigations of the Property and all records and documents located at the Property and relating to the acquisition, operation and use thereof for its intended purpose.

Buyer has the option to extend the Due Diligence Period two additional times for an additional thirty (30) days each (each, an “**Extension Option**”). Buyer shall provide written notice of its intent to exercise the Extension Option prior to the expiration of the Due Diligence Period or the expiration of the first Extension Option, as applicable, along with an additional deposit of Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00) per occurrence (each, an “**Extension Deposit**”) which shall be applicable to the Purchase Price and shall be non-refundable except in the event (i) of Seller’s default or failure of a condition hereunder and Buyer elects to terminate this Agreement or the transaction contemplated by this Agreement is not consummated as a result, or (ii) Buyer exercises a termination right pursuant to Article I, Sections 1.13 or 1.14 below.

Section 1.8 Termination. Buyer, in its sole discretion, may terminate this Agreement at any time before the expiration of the Due Diligence Period, as extended under Article I, Section 1.7, by providing written notice to Seller. If Buyer exercises this right to terminate, then this Agreement will automatically terminate, the Earnest Deposit will be returned to Buyer along with all interest if Buyer exercises the right to terminate: (i) for any or no reason in Buyer’s sole and absolute discretion, on or before the date that is ninety (90) days after the Effective Date, or (ii) if Buyer is unable to obtain the Governmental Approvals, on or before the expiration of the Due Diligence Period, and neither party will have any further obligations under this Agreement except those provisions that expressly survive. Notwithstanding the foregoing, Seller, in its sole discretion, may terminate this Agreement at any time after June 1, 2023 upon written notice to Buyer if Buyer has not materially communicated, consulted, or otherwise worked on developing the Property for a period of ninety (90) consecutive days (“**Buyer Inaction**”). If Seller terminates this Agreement due to Buyer Inaction, then the Earnest Deposit (including any Extension Deposit(s)) shall be delivered to Seller.

Section 1.9 Closing. Provided all conditions precedent in this Article I have been satisfied or waived in writing by Buyer and Buyer has not elected to exercise its right to cancel this Agreement, the closing of this transaction (“**Closing**”) shall take place upon the earlier of (i) June 1, 2023, or (ii) ten (10) days following Buyer’s written notice of its election to proceed to Closing (“**Closing Date**”). The Closing shall take place at the office of the Title Company or at such other time and place as may be agreed upon, in writing, by Buyer and Seller. At the Closing, Buyer shall deliver to an account designated by the Title Company, immediately available funds in the amount of the Purchase Price, as adjusted by any prorations and Closing costs provided for herein, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy.

At the Closing, Seller shall deliver to the Title Company (i) a Special Warranty Deed in a form acceptable to Buyer conveying marketable fee simple title in the Land and Improvements to Buyer, subject only to any permitted exceptions, (ii) a blanket bill of sale, assignment and assumption in a form acceptable to Buyer, transferring and assigning to Buyer the Personal Property, in the form attached hereto as **Exhibit C**, (iii) counterpart of the Commercial Lease (as defined below), (iv) the W-9, (v) evidence of authority to consummate the transaction, (vi) a counterpart of a closing statement prepared by Title Company and approved by Seller, and (vii) such other affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy with all standard exceptions deleted. All prorations required hereunder shall be computed as of the Closing Date. Possession of the Property shall be delivered to Buyer on the Closing Date, subject to any permitted exceptions. At Closing, Seller shall be responsible for payment of the following transaction costs: (a) the costs of releasing all liens, judgments, and other encumbrances that are to be released and of recording such releases, (b) one-half of the fees and costs due Title Company for its services, (c) the base premium for the Title Policy, and (d) the transfer tax associated with the sale of the Property, if any. At Closing, Buyer shall pay (a) one-half of the fees and costs due Title Company for its services, (b) the incremental cost, if any, for extended coverage to the Title Policy, (c) the cost of all endorsements to the Title Policy requested by the Buyer, and (d) the cost of any lender's policy of title insurance.

Buyer hereby agrees that following Closing, Seller shall be fully and finally released from any and all claims or liabilities against the Seller relating to or arising on account of the condition of or title to the Property, including without limitation, any matters specifically referenced in this Agreement, except for those representations and warranties of Seller that survive the Closing as provided in Article I, Section 1.3. This Article I, Section 1.9 shall survive the Closing.

Closing Conditions

The following conditions shall be considered condition(s) precedent to final Closing:

- (a) Execution by the Parties of the Development Agreement in a form that is acceptable to both Parties;
- (b) There shall have been no material adverse change in the condition of the Property from the Effective Date to the Closing.
- (c) Seller shall have delivered all items required under Article 1, Section 1.9 above to either the Buyer or Title Company.
- (d) All of Seller's material representations and warranties, as provided in Article 1, Section 1.3 hereof, shall be true and correct as of the Closing.
- (e) Buyer shall have obtained all required Governmental Approvals for the proposed development of the Property.
- (f) Buyer, as landlord, and Seller, as tenant, shall have executed a Commercial Lease in a form agreed to by the parties within ninety (90) days after the Effective Date

(“**Commercial Lease**”) which includes those terms outlined in **Exhibit D** attached hereto.

Section 1.10 Taxes.

(a) Taxes for Years Prior to Closing. Seller will pay in full all general and special real property taxes that are levied with respect to the Property for tax years prior to the year of closing. This Article I, Section 10(a) expressly survives Closing.

(b) Tax Challenges. If any tax challenge is ongoing with respect to the Property for general real estate taxes levied for any tax years prior to the year of Closing, Seller will receive the full benefit of any refund arising out of such tax challenge. If any tax challenge commenced by Seller results in a reduction in taxes for the general real estate taxes levied for the year of Closing, the parties shall prorate taxes for the year of Closing upon receipt of the actual tax bill or adjusted tax bill. This Article I, Section 10(b) expressly survives Closing.

(c) Taxes for Current Year of Closing. All general real property taxes that are levied with respect to the Property for the year of Closing will be prorated between Buyer and Seller as of the Closing Date. If the precise amount of taxes levied for the year of Closing cannot be determined, then the proration shall be computed, by Title Company, on the basis of the greater of (i) the taxes on the Property levied for the immediately preceding tax year; or (ii) an amount equal to the taxable valuation, if available, of the Property in the year of Closing multiplied by the prior tax year’s total tax rate.

Section 1.11 Special Assessments. Seller hereby represents and warrants that there are no special assessments affecting the Property as of the date of this Agreement and there shall not be any as of the Closing Date. All special assessments levied after the Closing Date shall be paid exclusively by Buyer.

Section 1.12 Municipal Agreements.

(a) Seller hereby represents and warrants that there are no existing development agreements, declarations, escrow agreements and other similar agreements affecting the Property.

(b) Notwithstanding anything in this Article I, Section 1.12 to the contrary, upon the request of Buyer, from and after the execution of this Agreement, Seller shall reasonably cooperate and work with Buyer (including, without limitation, joining in the execution of the materials described in clause (i) below) in connection with (i) applications, agreements, amendments, permits, licenses and approvals relating to, among other things, zoning, site plan, planned development, subdivision, protective covenants, economic incentives, utility and other development matters to permit the development of the Property in accordance with Buyer’s intended use and development of the Property, and (ii) any requirements of local, state or federal

governments, or any agency thereof, or any public utility, relating to the proposed zoning, platting, economic incentives and development of the Property, including site plans and building exhibits and including, without limitation, the Development Agreement contemplated in Article II, Section 2.4 below (collectively, “**Governmental Approvals**”). Seller and Buyer agree that Buyer shall have the right, prior to Closing, to obtain Governmental Approvals that are binding upon the Property following Closing so long as at the time any such Governmental Approvals are obtained, Seller consents thereto, such consent not to be unreasonably withheld, conditioned or delayed.

Section 1.13 Condemnation. If before the Closing, any of the Property is condemned under the power of eminent domain by Johnson County, Kansas, is the subject of a threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within five (5) business days of its occurrence. Buyer shall within ten (10) days of the notice have the option of (a) proceeding with the Closing (without any reduction in the Purchase Price) and receiving the award or condemnation payment (or an assignment thereof, if the same is not received by Closing), or (b) canceling this Agreement and receiving back the Earnest Deposit, and the parties shall have no further obligations hereunder except those provisions that expressly survive.

Section 1.14 Casualty. Prior to Closing, if all or a substantial part of the Property is destroyed or damaged, Seller shall give Buyer written notice thereof whereupon Buyer shall have the option, in its sole discretion, exercisable in writing, within thirty (30) days after receipt of written notice from Seller of the loss, to terminate this Agreement or to proceed with the Closing. If Buyer fails to give Seller written notice of its termination of this Agreement pursuant to this Article I, Section 1.14 within the said thirty (30) day period, Buyer shall be deemed to have elected to proceed to Closing. If Buyer elects to terminate this Agreement, Seller shall immediately cause the Title Company to return the Earnest Deposit to Buyer, and, thereafter, the parties shall have no further rights, duties or obligations hereunder, except as otherwise expressly provided herein. If Buyer elects or is deemed to have elected to proceed to Closing, or if the damage to the Property is not substantial as defined herein below in this Article I, Section 1.14, Buyer shall be obligated to proceed with the Closing without a reduction in the Purchase Price, except for any deductible that is provided for in any Seller policy of insurance and any self-insured amount, and Buyer shall be entitled to any insurance proceeds payable by insurance companies to Seller as a result of such damage and Seller shall assign to Buyer all of Seller’s rights to such proceeds at Closing. For purposes of this Article I, Section 1.14, destruction or damage to the Property shall be deemed “substantial” only if the estimated cost to repair the damage exceeds five percent (5%) of the Purchase Price as determined by written estimate obtained by Seller and approved by Buyer from a licensed general contractor or from a public insurance adjusting firm.

Section 1.15 Indemnification. To the extent permitted by law, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, claims, actions, liabilities, damages, liens, costs and expenses, including reasonable attorneys’ fees, incurred by Seller arising out of or related to any activities upon the Property by Buyer, its agents, contractors and employees pursuant

to Article I, Section 1.7 above, except to the extent attributable to Seller's negligence or willful misconduct. This Article I, Section 1.15 shall survive the Closing or termination of this Agreement.

ARTICLE II

SUBJECT OF AGREEMENT

Section 2.1 Purpose of Agreement. The Property to be purchased in accordance with this Agreement is a parcel of vacant land which is generally located at 4800 West Roe Boulevard within the City of Roeland Park, Johnson County, Kansas, and is legally described on Exhibit B. This Agreement is entered into by the Parties for the purpose of setting forth the terms and conditions pursuant to which Buyer will purchase the Property.

Section 2.2 Performance of Agreement. The performance of the Parties to this Agreement insofar as it relates to timeliness shall be governed in all material respects by the terms and conditions of this Agreement.

Section 2.3 Restrictions on Transfer and Assignments. There shall be no assignment or transfer of the rights and duties of Buyer under this Agreement and no conveyance of the Property without the mutual prior written consent of the Parties (which consent will not be unreasonably withheld, conditioned or delayed). The Parties hereby agree that the Property and any building(s) or structure(s) erected thereon cannot be sold to a tax exempt entity.

Section 2.4 Development Agreement. It is expressly understood and agreed to by the Parties that this Agreement is subject to the Parties' mutual agreement to a development agreement for the Property (the "**Development Agreement**"). Seller is conveying the Property with the express understanding the Parties will enter into the Development Agreement and Buyer is purchasing the Property with the express understanding the Parties will enter into the Development Agreement. The Development Agreement for the Property will address economic development incentives, claw back provisions if Buyer does not proceed according to an established timeline, and the Seller's approval authority over the architecture and exterior appearance of the building(s). The proposed development and Development Agreement shall meet the minimum provisions and terms enumerated in Section 3 of the MOU and shall be agreed upon by the parties prior to expiration of the Due Diligence Period. For the avoidance of the doubt, the Development Agreement shall not include any obligations of Buyer to make improvements outside of the Property. If additional costs for improvements outside of the Property are discovered, then the Buyer and Seller shall negotiate payment of these improvement costs as part of the Development Agreement.

Section 2.5 [Reserved]

Section 2.6 Term of the Agreement. This Agreement shall commence on the Effective Date and shall terminate upon the occurrence of any of the following: (a) a written agreement among the Parties to terminate this Agreement; (b) pursuant to any term herein set forth; or (c) the completion of closing.

Section 2.7 Legal Actions.

- (a) Institution of Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas.
- (b) Applicable Law. The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.
- (c) Acceptance of Service of Process. In the event that any legal action is commenced by Buyer against the Seller, service of process on the Seller shall be made by personal service upon the Registered Agent or in such other manner as may be provided by law. In the event that any legal action is commenced by the Buyer against Seller, service of process on such party shall be made by personal service upon any officer of such party and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law.
- (d) Prevailing Party. If any action is instituted by the either party hereunder, the non-prevailing party in such action shall pay any and all costs, fees and expenses, including reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement.

Section 2.8 Brokers. Seller and Buyer agree to indemnify and hold the other harmless from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement or the transactions contemplated hereby.

Section 2.9 Inaction Not a Waiver of Default. Any failures or delays by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 2.10 Default. In the event the purchase and sale is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, by Seller to convey the Property in accordance with the terms and conditions provided herein, or because of other default by Seller, Buyer shall be entitled to either (i) terminate this Agreement and receive (a) the Earnest Deposit paid in connection with this Agreement shall be returned by the Title Company to Buyer (less the Independent Consideration which shall be remitted to Seller), and (b) reimbursement from Seller of all of Buyer's costs and expenses (including, without limitation, reasonable attorney's fees and costs) incurred in connection with the transaction contemplated hereby, including Buyer's costs to pursue the proposed development of the Property, such reimbursement not to exceed the total amount of the Earnest Deposit (including any Extension Deposit(s)) by Buyer, or (ii) bring an action for specific performance of this Agreement. In the event the purchase and sale is not consummated because of the default of Buyer, then the Title Company shall deliver the Earnest Deposit (including any Extension Deposit(s)) paid hereunder to Seller as its sole and exclusive remedy, and as full, complete, and final liquidated damages. Seller and Buyer hereby agree that it

would be impossible to ascertain the damages accruing to Seller as a result of a default by Buyer under this Agreement. The payment of said liquidated damages, therefore, shall constitute Seller's sole and exclusive remedy against Buyer and shall be in lieu of the exercise by Seller of any other legal or equitable right or remedy which Seller may have against Buyer as a result of Buyer's default.

In the event Buyer fails or elects not to proceed to Closing after the expiration of the Due Diligence Period and Seller has undertaken efforts to vacate the Public Works Building, then Buyer shall be responsible for relocation costs actually incurred by Seller related to Seller's vacation of the Public Works Building (“**Relocation Costs**”). Any reimbursement for Relocation Costs under this subsection shall be in addition to any and all other costs contemplated in this Section (including delivery of the Earnest Deposit to Seller), but such reimbursement for Relocation Costs shall not exceed an amount equal to the total amount of Earnest Deposit (including any Extension Deposit(s)).

Section 2.11 Notices. All notices under this Agreement shall be in writing and given to either party by personal delivery or sent by certified mail, return receipt requested, to the proper business address of both parties. The effective date of service of any such notice shall be the date such notice is deposited with the United State Postal Service as first class mail to Buyer or to Seller:

Seller:

Notice to the Seller shall be properly addressed to:

City of Roeland Park, Kansas
Attn: City Administrator Keith Moody
4600 W 51st Street, Suite #200
Roeland Park, KS 66205
kmoody@roelandpark.org

Buyer:

Notice to the Buyer shall be properly addressed to:

EPC Real Estate Group LLC
Attn: Austin Bradley
8001 Metcalf Ave., Suite 300
Overland Park, KS 66204
abradley@epcrealestate.com

with a copy to:

Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, Missouri 64111
Attention: Julia Taylor

Telephone: (816) 460-2492
Email: julia.taylor@dentons.com

Section 2.12 Miscellaneous.

- (a) Entire Agreement; Integration; Joint and Several Obligations. This Agreement constitutes the entire agreement between the parties and may not be modified or changed except by written instrument executed by both Seller and Buyer. All prior negotiations, understandings and agreements are superseded and are merged herein.
- (b) Severability. If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions hereof, and any application thereof, shall in no way be affected or impaired and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- (c) Counterparts; Enforceability. This Agreement may be executed in multiple original, electronic or facsimile counterparts, all of which shall be deemed an original, and which when combined shall constitute one complete, fully enforceable, Agreement.
- (d) Binding Effect; Inurement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns, except as expressly set forth herein.
- (e) Assignment. Buyer may assign this Agreement to an entity with common ownership with the originally-named Buyer hereunder upon notice to Seller. Buyer shall not otherwise assign this Agreement without the prior written consent of Seller.
- (f) Business Day. As used herein, the term “business day” shall mean a day that is not a Saturday, Sunday or legal holiday under the laws applicable in the State of Missouri. In the event that the date for performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday under the laws applicable in the State of Kansas, the date for such performance shall be extended to the next business day.
- (g) Time is of the Essence. Time is of the essence of this Agreement.
- (h) Waiver. The parties to this Agreement may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition or obligation. Any past waiver shall not operate as a future waiver of the same terms, covenants, conditions or provisions, or prevent the future enforcement thereof.

- (i) Captions and Headings. All captions and headings are for convenience or reference only and do not constitute a part of this Agreement or affect its meaning.
- (j) 1031 Exchange. Buyer may wish to effect a tax-deferred exchange pursuant to Code, Section 1031, and both parties agree to cooperate to facilitate such exchange; provided however, that the exchanged property shall be directly deeded to the party effecting such exchange, neither party shall incur additional cost or expense on the other party's behalf, and such exchange shall not cause any delays in the time periods or scheduled Closing Date specified in this Agreement.
- (k) Construction. Buyer and Seller acknowledge and agree that each party (i) is of equal bargaining strength, (ii) has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Agreement, (iv) and its counsel and advisors have reviewed this Agreement, (v) has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule of construction to the effect that ambiguities are to be resolved against a drafting party shall not apply to the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

[Remainder of Page Intentionally Left Blank.
Signature Page to Follow.]

THIS LAND PURCHASE AGREEMENT has been executed as of the date first hereinabove written.

Seller:

City of Roeland Park, Kansas

By: _____

Name: Keith Moody

Title: City Administrator for Roeland Park, Kansas

Date: _____

Buyer:

EPC Real Estate Group, LLC

By:  _____

Name: Brendon O'Leary

Title: Manager

Date: 9/2/22

Exhibit A

(MOU)

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROELAND PARK, KANSAS AND “DEVELOPER” REGARDING PROPOSED PURCHASE AND DEVELOPMENT OF “THE ROCKS” SITE

This Memorandum of Understanding (hereinafter “MOU”) is made this 21st day of June 2022, by and between the City of Roeland Park, Kansas, a Kansas municipal corporation (“City”) and EPC Real Estate Group, LLC (“Developer”).

WHEREAS, the City and Developer wish to enter into this MOU for the proposed purchase and development of real property located within the City; and

WHEREAS, the real property in question is colloquially known as “The Rocks” and is located at 4800 Roe Parkway, Roeland Park, Kansas, and is further defined within **Exhibit A**; and

WHEREAS, the City and Developer desire to enter into this MOU prior to the execution of a formal, final agreement for the purchase and development of The Rocks site.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the City and Developer understand and agree as follows:

1. **Term.** The term of this MOU shall be 90 days following the execution date, listed above.
2. **Exclusivity.** The City agrees that during the Term of this MOU, it shall not entertain, negotiate, or otherwise consider any offer to purchase, develop, or otherwise obtain The Rocks from any entity other than Developer. The City shall not enter into any other agreement or MOU regarding The Rocks until the expiration of the full term of this MOU, described above. The Developer shall meet the following milestones to keep the exclusivity provision intact:
 - Building layout and conceptual site plan to be submitted to City by day 45. 
 - Construction cost estimates and proforma submitted to City by day 60. 
 - Land purchase agreement terms agreed to in principle by Developer by day 80. 
3. **Developer Proposal.** During the term of this MOU, Developer shall submit in writing a proposed development plan that shall include the following uses:
 - A minimum of 200 multifamily units, with a minimum of 5% of the total units being set aside as affordable housing units using 60% of the Kansas City metro AMI as the standard of measure.
 - A minimum of 3,500 square feet of retail space with understanding that a full-service restaurant is intended to be part of the mixed-use development.
 - Buildings shall be constructed to either a LEED Silver designation, Green Globes Certification (two green globe rating min.), or an equivalent program.

- Office and other commercial uses which serve to diversify land use and employment opportunities in the City may be included in the mix of uses on the site.
 - Appx. 6.6 acres of land area purchased from the city at a market rate consistent with the mix of uses and density reflected in the proposed development plan of the site.
 - \$50 to \$75 million estimated total project cost for development of the entire land area.
4. Relationship of Parties. Developer and its officers, employees, agents, and assigns are neither employed nor contracted as officers, agents, or employees of the City. City and its officers, employees, elected officials, agents and assigns are neither employed nor contracted as officers, agents, or employees of Developer.
 5. Renewal. This MOU may be renewed or extended in writing executed by both parties for a term mutually agreeable to both parties.
 6. Further Acts. City and Developer shall do and perform such other and further acts, and sign any further documents, as are reasonably necessary so as to effectuate their intentions as herein expressed.
 7. Incentives. The City is willing to employ municipal incentives including Tax Increment Financing, Industrial Revenue Bonds, and Community Improvement Districts, to facilitate a final agreement regarding the purchase and development of The Rocks. Such municipal incentives shall only become available to Developer upon mutual, written agreement to purchase and develop The Rocks. Such municipal incentives are subject to local and state laws and authorities, and the City cannot guarantee all, if any, incentives will ultimately be available to Developer. Total incentives shall not exceed 25% of the total project cost made by Developer.
 8. Termination. This MOU shall terminate 90 days after the execution date, as provided in Subsection 1, above.
 9. Indemnification. To the extent allowable under Kansas law, each party shall indemnify and hold harmless the other for claims and damages arising out of their own negligence or misconduct, or that of their employees, officers, agents, or assigns, in the performance of its duties as set forth under this MOU.
 10. Notice. Whenever any provision of this MOU requires the giving of written notice, it shall be deemed provided if delivered in person, sent by email with read receipt, sent by facsimile, or sent by registered or certified mail, postage prepaid, to the following:

City:
City of Roeland Park, Kansas
Attn: City Administrator Keith Moody

4600 W 51st Street
Roeland Park, Kansas 66205
kmoodv@roelandpark.org

Developer:

EPC Real Estate Group LLC
Attn: Austin Bradley
8001 Metcalf Ave., Ste 300
Overland Park, KS 66204

11. Modification. This MOU may not be modified or amended except in writing mutually agreed to and accepted by both parties to this MOU.
12. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the subject of the purchase and/or development of The Rocks.
13. Severability. In the event any of the provisions herein contained shall be deemed or held to be unconstitutional, invalid, or unenforceable, the remainder of this MOU shall be interpreted as if such unconstitutional, invalid, or unenforceable provision was not contained herein. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect and the Parties may renegotiate the terms affected by the severance.
14. Counterpart Signatures. This MOU may be executed in any number of counterparts and when so executed shall be deemed an original, and all of which together shall constitute one and the same instrument. Hand signatures transmitted by fax or electronic mail in portable document format (PDF), or similar format, are also permitted as binding signatures to this MOU.
15. Governing Law. This MOU shall be governed under and construed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have signed their names on the day and year first above written.

EPC Real Estate Group LLC (“Developer”)

By: 

Brendon O'Leary

Date: 6.21.22

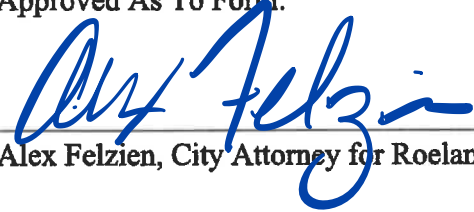
City of Roeland Park, Kansas (“City”)

By: 

City Administrator Keith Moody

Date: 6-21-22

Approved As To Form:



Alex Felzien, City Attorney for Roeland Park

EXHIBIT A
(Lots 1, 2, 3 & 4)

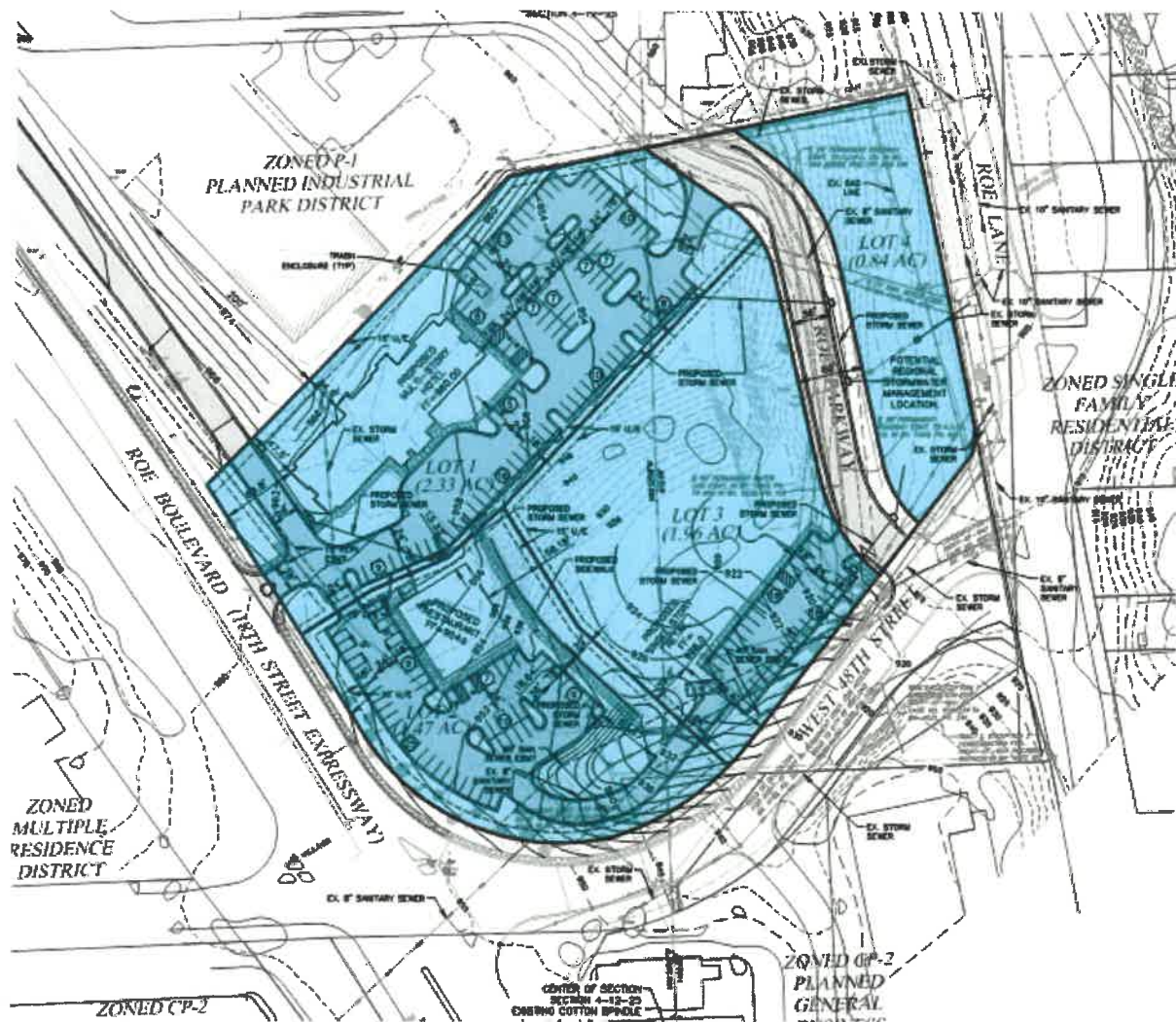


Exhibit B

(Legal Description for the Land)

All of that part of the North Half of Section 4, Township 12 South, Range 23 East, situate in the City of Roeland Park, Johnson County, Kansas, being described as follows:

Lot 1: Commencing at the Northeast corner of the Northwest Quarter of said Section 4; thence South 2°31'58" East, along the East line of the Northwest Quarter of said Section 4, a distance of 594.35 feet; thence South 78°00'03" West, departing the East line of the Northwest Quarter of said Section 4, a distance of 2.36 feet to the Point of Beginning; thence continuing South 78°00'03" West a distance of 124.52 feet; thence South 44°06'13" West a distance of 396.21 feet to a point on the Northeastern right-of-way line of Roe Boulevard, as now established; thence South 32°26'59" East, along the Northeastern right-of-way of said Roe Boulevard, a distance of 163.57 feet; thence North 57°32'51" East, departing the Northeastern right-of-way line of said Roe Boulevard, a distance of 77.01 feet; thence North 66°34'09" East a distance of 76.45 feet; thence North 46°58'09" East a distance of 68.31 feet; thence North 42°55'10" East a distance of 341.55 feet; thence Northwesterly, around a curve to the left that is non-tangent with the exit of the last described course, having an initial tangent bearing of North 33°58'14" West, a radius of 100.00 feet, a central angle of 22°49'10", and an arc distance of 39.83 feet; thence North 56°47'23" West a distance of 95.27 feet to the Point of Beginning.

Containing 102,089 square feet or 2.34 acres, more or less.

Lot 2: Commencing at the Northeast corner of the Northwest Quarter of said Section 4; thence South 2°31'58" East, along the East line of the Northwest Quarter of said Section 4, a distance of 594.35 feet; thence South 78°00'03" West, departing the East line of the Northwest Quarter of said Section 4, a distance of 126.88 feet; thence South 44°06'13" West a distance of 396.21 feet to a point on the Northeastern right-of-way line of Roe Boulevard, as now established; thence South 32°26'59" East, along the Northeastern right-of-way line of said Roe Boulevard, a distance of 163.57 feet to the Point of Beginning; thence North 57°32'51" East, departing the Northeastern right-of-way line of said Roe Boulevard, a distance of 77.01 feet; thence North 66°34'09" East a distance of 76.45 feet; thence North 46°58'09" East a distance of 68.31 feet; thence South 32°19'11" East a distance of 130.10 feet; thence South 47°24'08" East a distance of 191.35 feet to a point on the Northwestern right-of-way line of W. 48th Street, as now established; thence along the Northwestern right-of-way line of W. 48th Street the following four (4) courses: 1) South 36°47'03" West a distance of 1.68 feet; 2) South 52°33'03" West a distance of 4.61 feet; 3) Southwesterly around a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 43°02'55" West, a radius of 210.00 feet, a central angle of 19°00'11", and an arc distance of 69.65 feet; 4) South 52°33'03" West a distance of 34.43 feet to the intersection with the Northeastern right-of-way of said Roe Boulevard; thence along the Northeastern right-of-way of said Roe Boulevard the following three courses: 1) North 20°45'27" West a distance of 8.35 feet; 2) Westerly and Northwesterly around a curve to the right that is non-tangent with the exit of the last described curve, having an initial tangent bearing of South 71°04'14" West, a radius of 210.00 feet, a central angle of 76°28'44", and an arc distance of 280.31 feet; 3) North 32°26'59" West a distance of 112.08 feet to the Point of Beginning. Containing 65,279 square feet or 1.50 acres, more or less.

Lot 3: Commencing at the Northeast corner of the Northwest Quarter of said Section 4; thence South 2°31'58" East, along the East line of the Northwest Quarter of said Section 4, a distance of 779.69 feet to the Point of Beginning; thence North 42°55'10" East, departing the East line of the Northwest Quarter of said Section 4, a distance of 142.98 feet; thence Southerly, around a curve to the right that is non-tangent

(continued on next page)

with the exit of the last described course, having an initial tangent bearing of South $33^{\circ}58'14''$ East, a radius of 100.00 feet, a central angle of $21^{\circ}00'05''$, and an arc distance of 36.65 feet; thence South $12^{\circ}58'09''$ East a distance of 194.23 feet; thence around a curve to the left that is tangent with the exit of the last described course, having a radius of 160.00 feet, a central angle of $38^{\circ}45'40''$, and an arc distance of 108.24 feet to a point on the Northwestern right-of-way line of W. 48th Street, as now established; thence along the Northwestern right-of-way line of said W. 48th Street the following three (3) courses: 1) South $38^{\circ}45'14''$ West a distance of 103.05 feet; Southwesterly along a curve to the left that is tangent with the exit of the last described course, having a radius of 300.00 feet, a central angle of $1^{\circ}58'16''$, and an arc distance of 10.32 feet; 3) South $36^{\circ}47'03''$ West a distance of 110.67 feet; thence North $47^{\circ}24'08''$ West, departing the Northwestern right-of-way line of said W. 48th Street, a distance of 191.35 feet; thence North $32^{\circ}19'11''$ West a distance of 130.10 feet; thence North $42^{\circ}55'10''$ East a distance of 198.57 feet to a point to the Point of Beginning. Containing 85,102 square feet or 1.95 acres, more or less.

Lot 4: Commencing at the Northwest corner of the Northeast Quarter of said Section 4; thence South $2^{\circ}31'58''$ East, along the West line of the Northeast Quarter of said Section 4, a distance of 594.35; thence North $78^{\circ}00'03''$ East, departing the West line of the Northeast Quarter of said Section 4, a distance of 83.33 feet to the Point of Beginning; thence continuing North $78^{\circ}00'03''$ East a distance of 163.79 feet to a point on the Western right-of-way line of Roe Lane, as now established; thence South $12^{\circ}03'57''$ East, along the Western right-of-way line of said Roe Lane, a distance of 317.23 feet; thence South $7^{\circ}24'28''$ West, continuing along the Western right-of-way line of said Roe Lane, a distance of 30.04 feet to the intersection with the Northwestern right-of-way line of W. 48th Street, as now established; thence South $38^{\circ}45'14''$ West, along the Northwestern right-of-way line of said W. 48th Street, a distance of 73.67 feet; thence Northwesterly, departing the Northwestern right-of-way line of said W. 48th Street, around a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of North $52^{\circ}01'15''$ West, a radius of 100.00 feet, a central angle of $39^{\circ}03'06''$, and an arc distance of 68.16 feet; thence North $12^{\circ}58'09''$ West a distance of 194.23 feet; thence Northwesterly, around a curve to the left that is tangent with the exit of the last described course, having a radius of 160.00 feet, a central angle of $42^{\circ}33'03''$, and an arc distance of 118.82 feet; thence North $55^{\circ}31'12''$ West a distance of 38.45 feet to the Point of Beginning. Containing 36,870 square feet or 0.85 acres, more or less.

The bearings in this description are based on the Kansas State Plane Coordinate System, North Zone, NAD83.



Exhibit C

(Bill of Sale)

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION (this "Bill of Sale and Assignment") is made as of the ____ day of _____, 20____ by and between _____, a _____ ("Assignor") and _____, a _____ ("Assignee").

RECITALS

A. Assignor and Assignee, entered into a Land Sale Agreement dated effective as of [_____, 2022 (the "Agreement") for the purchase and sale of certain real property described therein (the "Property"); and

B. Assignor desires to grant, bargain, sell, assign, transfer, convey and deliver to Assignee, and Assignee desires to assume and accept, all of Assignor's right, title and interest, in and to the Personal Property, subject to the terms and conditions set forth below.

AGREEMENTS

NOW, THEREFORE, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

1. **ASSIGNMENT.** As of the date hereof, Assignor hereby grants, bargains, sells, assigns, transfers, conveys and delivers unto Assignee, to the extent assignable, all of Assignor's right, title and interest, in and to the "Personal Property" (as defined in the Agreement).

2. **ACCEPTANCE AND ASSUMPTION.** Assignee hereby accepts the foregoing sale, conveyance, transfer and assignment as of the date hereof and hereby assumes any and all duties, undertakings, responsibilities and liabilities of Assignor relating to, resulting from or arising out of the Personal Property.

3. **MISCELLANEOUS.** This Bill of Sale and Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the state in which the Property is located applicable to agreements made and to be wholly performed within said state and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

4. **COUNTERPARTS.** This Bill of Sale and Assignment may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Each party may rely upon facsimile or electronic mail counterparts of this Bill of Sale and Assignment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Bill of Sale, Assignment and Assumption as of the date first written above.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

Exhibit D

- (Commercial Lease Terms) Seller may continue to utilize the Public Works Building and surrounding property in the same manner and for the same purpose as current operations with rights of ingress and egress as currently utilized by the Seller for a period commencing on the Closing Date and expiring on October 1, 2023, which term is subject to extension by Buyer in its sole and absolute discretion.
- Seller shall pay the Buyer a yearly lease payment for One Dollar (\$1.00) which shall constitute valuable consideration for the lease.
- Seller may remove any and all property from the Public Works Building and surrounding property until the date of expiration or earlier termination of the Lease.
- It is the intent of the Buyer to demolish the Public Works Building after the Seller vacates the Public Works Building.
- The Public Works Building will be demolished as part of the overall project at no later time than upon completion of the project.

Exhibit E

The parties agree and acknowledge that there will be public improvement costs related to the relocation, completion and improvement of Roe Parkway and relocation of the existing electric duct bank on the east side of Roe Boulevard between 48th Street and Roe Parkway. It is the parties intent to address these specific public improvement costs in the forthcoming Development Agreement.

Item Number: New Business- VIII.-B.
Committee 9/6/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/12/2022
Submitted By: Erin Winn
Committee/Department: Administration
Title: **Approve Consent to Transfer Telecommunications Franchise Agreement from Surewest to Everfast (5 min)**
Item Type: Agreement

Recommendation:

To approve the consent to transfer franchise agreement from Surewest Midwest Licensee, LLC (Consolidated Communications) to Everfast Fiber Networks, LLC.

Details:

The City was made aware of Everfast's purchase of Consolidated's assets in the Kansas City concerning area and its intention to assume Consolidated's franchise obligations for Roeland Park. Approving this consent to transfer the franchise agreement is the first step in ensuring that the transfer of service is seamless for Roeland Park customers.

After the transfer agreement is approved, a legal representative for Everfast Fiber Networks will come sign a notarized acceptance of transfer agreement and complete the transfer process.

Attached is a legal memo from the City Attorney further outlining the process.

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
	Transfer of agreement to Everfast	Cover Memo
	Ordinance 856	Cover Memo
	Mauer Memo on Transfer of Franchise	Cover Memo

CONSENT TO ASSIGNMENT/TRANSFER OF CONTRACT FRANCHISE

THIS CONSENT TO ASSIGNMENT/TRANSFER OF CONTRACT FRANCHISE (this "Consent") is made as of the _____ day of _____, 2022, by the **City of Roeland Park, Kansas**, a Kansas municipal corporation (the "City"), in favor of **Everfast Fiber Networks LLC**, a limited liability company (the "New Grantee").

WITNESSETH:

WHEREAS, pursuant to Ordinance No. 856 (2011) (the "Contract Franchise"), the City granted certain franchise rights to New Grantee's predecessor-in-interest, Surewest Midwest Licensee, LLC (the "Original Grantee"); and

WHEREAS, New Grantee has provided the City with notice that the New Grantee is or is to be the successor-in-interest to the Original Grantee under the Contract Franchise and, pursuant to Section 12 of the Contract Franchise, and subject to the terms of this Consent, the City hereby consents to the assignment or transfer of the Contract Franchise to the New Grantee.

NOW, THEREFORE, the City hereby consents to a full assignment of Original Grantee's rights and interests in and to the Contract Franchise, effective _____, 2022; provided and subject to New Grantee's acceptance of the terms and conditions of this Contract Franchise as provided below and pursuant to Section 14 of the Contract Franchise.

This Consent is given as of the date first above written.

CITY OF ROELAND PARK, KANSAS

By: _____

Printed Name _____

Title: _____

[Form of Acceptance on Following Page]

ACCEPTANCE OF CONTRACT FRANCHISE

Reference is hereby made to that certain City of Roeland Park, Kansas (the "City"), Ordinance No. 856 (2011) (the "Contract Franchise"), and that certain Consent to Assignment/Transfer of Contract Franchise from the City dated _____, 2022 (the "Consent") in favor of **Everfast Fiber Networks LLC**, a limited liability company (the "New Grantee").

New Grantee hereby accepts the terms and conditions of the Contract Franchise, and agrees to perform all the obligations of the Grantee (as defined in the Contract Franchise) and to assume and to perform and be bound by all of the obligations and undertakings of the Grantee to the City with respect to and under the Contract Franchise.

EVERFAST FIBER NETWORKS LLC

By: _____

Printed Name _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public in and for said state, personally appeared *[insert name]* _____, who stated that (s)he is the *[insert title]* _____ of Everfast Fiber Networks LLC, a _____ limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company, and acknowledged to me that (s)he executed the same for the purposes therein stated on behalf of said limited liability company and with the authority and approval of its members and managers, as required by law and/or such limited liability company's operating agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for said County and State

My Commission Expires:

(Type, print or stamp Notary's name)

ORDINANCE NO. 856

AN ORDINANCE GRANTING TO SUREWEST KANSAS LICENSES, LLC, A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF ROELAND PARK, KANSAS AND PRESCRIBING THE TERMS OF SAID CONTRACT FRANCHISE.

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

- a. "Access line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.
- b. "Access line count" - means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. "Access line fee" - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(j), and amendments thereto, to be used by Grantee in calculating the amount of Access line remittance.
- d. "Access line remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access line fee, as determined in the City, by the number of Access lines served by Grantee within the City for each month in that calendar quarter.
- e. "City" - means the City of Roeland Park, Kansas.
- f. "Contract franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to provide telecommunications services within the City.
- g. "Facilities" - means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication services.

- h. "Grantee" - means SureWest Kansas Licenses, LLC, a telecommunications local exchange service provider providing local exchange service within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- i. "Gross Receipts" - shall mean only those receipts collected from within the corporate boundaries of the City enacting the contract franchise and which are derived from the following: (1) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange access line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/ busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (7) Revenue received by Grantee from resellers or others which use Grantee's Facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- j. "Local exchange service" - means local switched telecommunications service within any local exchange service area approved by the state Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. "Public right-of-way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- l. "Telecommunication services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

SECTION 2. GRANT OF CONTRACT FRANCHISE.

- a. There is hereby granted to Grantee this nonexclusive Contract franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public right-of-way for the purpose of supplying Telecommunication services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.

- b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way, and shall give only the right to occupy the Public right-of-way, for the purposes and for the period stated in this Contract franchise. This Contract franchise does not:
 - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
 - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public right-of-way or other public property).
- d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract franchise, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
- e. This authority to occupy the Public right-of-way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.

- a. Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract franchise, Grantee shall have the right to construct, maintain and operate its Facilities along, across, upon and under the Public right-of-way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use by other utilities.
- b. Grantee's use of the Public right-of-way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public right-of-way; provided that any such exercise must be

competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public right-of-way, including, but not limited to, Chapter 13, Article 2 of the City's Code and amendments thereto

- c. Grantee shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

- a. In consideration of this Contract franchise, Grantee agrees to remit to the City a franchise fee in the sum of \$1.20 per Access Line per month for each residential service Access Line served by Grantee for local exchange service within the City limits of the City and a franchise fee in the sum of \$2.00 per Access Line per month for each commercial service Access Line served by Grantee for local exchange service within the City limits of the City. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract franchise shall continue to be based on a sum equal to \$1.20 per Access Line per month for each residential service Access Line and \$2.00 per Access Line per month for commercial service Access Line, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to a Gross Receipts fee in the following calendar year; provided, such Gross Receipts fee shall not exceed 5% of Gross Receipts. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.
- b. Beginning January 1, 2013, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access line fee or gross receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.
- c. Grantee shall pay on a monthly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the month for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City either a 9K2 (gross receipts) or 9KN (access lines) statement showing the manner in which the franchise fee was calculated.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.
- f. The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee.

- g. Unless previously paid, within sixty (60) days of the effective date of this Contract franchise, Grantee shall pay to the City a one-time application fee of One Thousand Dollars (\$1,000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Contract franchise.
- h. The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902, and amendments thereto. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.
- i. Grantee shall remit an access line (franchise) fee or gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance.

SECTION 5. INDEMNITY AND HOLD HARMLESS.

It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public right-of-way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage by its negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public right-of-way.

The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public right-of-way.

SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND

- a. During the term of this Contract franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the state of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:
 - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
 - (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract franchise.
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide coverage in an amount not less than one millions dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.
- c. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Grantee shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.
- d. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of fifty thousand dollars (\$50,000), payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Kansas, and satisfactory to the City Attorney in form and substance.

SECTION 7. REVOCATION AND TERMINATION.

In case of failure on the part of Grantee to comply with any of the provisions of this Contract franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract franchise. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract franchise by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this Contract franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter. Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law. Upon any determination by the City Council to revoke and terminate this Contract franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Contract franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

SECTION 8. RESERVATION OF RIGHTS.

- a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. In entering into this Contract franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any

and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances (e.g. the City's right-of-way ordinance referenced in Section 3b of this Contract franchise), and/or rulings.

SECTION 9. FAILURE TO ENFORCE.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 10. TERM AND TERMINATION DATE.

- a. This Contract franchise shall be effective for a term beginning on the effective date of this Contract franchise and ending on December 31, 2012. Thereafter, this Contract franchise will automatically renew for up to eight additional two (2) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least one hundred and eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment.
- b. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract franchise.
- d. Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract franchise upon the termination date of this Contract franchise, the parties by written mutual agreement may extend the termination date of this Contract franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract franchise and not as a new contract franchise ordinance or amendment.

SECTION 11. POINT OF CONTACT AND NOTICES

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:

The City of Roeland Park, Kansas
4600 W. 51st Street
Roeland Park, Kansas 66205
Attn: Debra L. Mootz, City Clerk
(913) 722-3713 fax

Grantee:

SureWest Kansas Licenses, LLC
Greg Gierczak
Executive Director – External Relations
8150 Industrial Avenue, Bldg. A
Rossville, CA 95678
(916) 786-1877 fax

or to replacement addresses that may be later designed in writing.

SECTION 12. TRANSFER AND ASSIGNMENT.

This Contract franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, upon notice to the City.

SECTION 13. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract franchise.

SECTION 14. ACCEPTANCE OF TERMS.

Grantee shall have sixty (60) days after the final passage and approval of this Contract franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the state of Kansas.

SECTION 15. PAYMENT OF COSTS.

In accordance with statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract franchise, and any amendments thereof.

SECTION 16. SEVERABILITY.

If any clause, sentence, or section of this Contract franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract franchise is invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract franchise.

SECTION 17. FORCE MAJEURE.

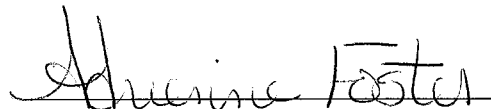
Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

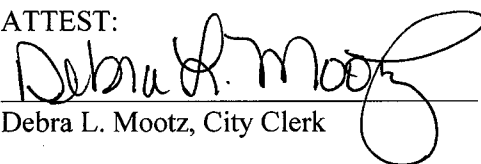
SECTION 18. EFFECTIVE DATE.

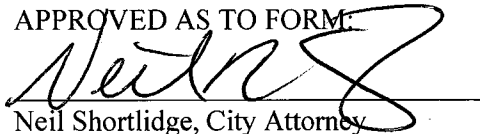
This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council of the City of Roeland Park, Kansas this 3 day of January, 2011.

APPROVED by the Mayor this 3 day of January, 2011.


Adrienne Foster, Mayor

ATTEST:

Debra L. Mootz, City Clerk

APPROVED AS TO FORM:

Neil Shortlidge, City Attorney

Memorandum

To: Roeland Park City Council
From: Alex Felzien and Steve Mauer
Date: 8/22/2022
Re: Franchise Ordinance

The City has recently been notified that Everfast Communications has purchased the assets of Consolidated Communications within the City and will be switching customers over to their service soon. Section 13-831 of the Roeland Park municipal code requires a franchise ordinance “whenever under Kansas law a person is required to obtain a franchise ordinance to...use the City’s right of way or provide a service to the City’s residents.” Corporations large and small must adhere to this requirement, which includes a \$1,000.00 franchise fee. The Council last dealt with this issue in February 2021 when it renewed Unite Private Networks’ franchise ordinance.

Since Everfast Communications, and not Consolidated Communications, will be using the City’s right of way, it must have a valid franchise ordinance with the City. When Everfast purchased Consolidated assets, it claims to have purchased the franchise ordinance as well. Since the Council approved the Consolidated franchise ordinance, it must approve a “consent to transfer” the ordinance to Everfast. This item will be on the September 6 agenda for further consideration by the Council. Legal counsel for Everfast has recommended this action, and is seeking similar action in front of the Merriam City Council.

###

Item Number: New Business- VIII.-C.
Committee 9/6/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/25/2022
Submitted By: Donnie Scharff
Committee/Department: Public Works
Title: **Approve Task Order with Lamp Ryneerson for Storm Pipe Lining Project (5 min)**
Item Type: Other

Recommendation:

Approve task order with Lamp Ryneerson for the design, construction administration, and inspection services for the 60" storm pipe lining under Roe Blvd

Details:

An existing 60" storm sewer pipe that runs from the westside of Roe Blvd underneath the street to the curb inlet on the northside of 48th/Roe Pkwy was identified to be in poor condition during the design process for the improvements on Roe Blvd back in 2019. This segment of pipe was inspected using a camera robot and was found to be in better shape than originally thought. Alternative maintenance options were proposed. The recommended option is to line the 696 feet of pipe using a concrete material that is applied to the bottom half of the pipe(water flow line) Adding this lining will extend the life of the pipe. There are a few areas that will need to be spot repaired to correct the pipe buckling on the top side of the pipe.

There is also 108 feet a 30" RCP pipe that is located on the westside of Roe Blvd that is in need of have a CIPP (cured in place pipe) liner placed inside the pipe due to deterioration.

The total project cost estimate to complete this work is \$872,335. Staff submitted an application for SMAC funding with the county. The city was approved and the the county will pay for 50% of the project cost or \$436,335.

Financial Impact

Amount of Request: \$59,986.20

Budgeted Item?	Budgeted Amount: \$60,000
Line Item Code/Description: 5457.370 - Tif 1	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Roe Blvd 60" Pipe Lining Task Order	Cover Memo

City of Roeland Park – Storm Sewer Rehabilitation (SMAC) 60" CMP and 30" RCP at 48th St and Roe Blvd

Contract: Storm Sewer Rehabilitation (SMAC), 60" CMP and 30" RCP at 48th St and Roe Blvd

Ordinance or Resolution:

Task Agreement No: 22-05

Funding Amount: \$59,986.20

Purchase Order No:

Project Title: Storm Sewer Rehabilitation (SMAC), 60" CMP and 30" RCP at 48th St and Roe Blvd

Contractor/Consultant:
Lamp Rynearson
9001 State Line Road, Suite 200
Kansas City, MO 64114

Division Manager:
Civil Design Group
Daniel G. Miller, P.E. – Civil Design Group Leader

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): Fee Estimate

PROJECT Scope (can be in the form of an attachment):

1. Project Management & QA/QC: Project management planning and scheduling; kick-off and progress meetings; subconsultant coordination; Quality Assurance / Quality Control.
2. Survey: Limited topographic survey; limited boundary survey; preparation of easements (if required).
3. Field Inspection and Condition Assessment: Review CCTV data; prepare rehabilitation recommendations, including coordination with likely contractors; prepare preliminary opinion of probable construction costs.
4. Final Design: Prepare final design drawings; perform utility coordination; provide engineer's estimate of probable construction costs; prepare bid documents consisting of final construction drawings and a project manual with technical specifications; obtain SMAC approvals.
5. Bidding: Conduct a pre-bid meeting; answer contractor questions during bidding; attend bid opening, tabulate and review bid proposals and qualifications, and provide a bid recommendation to City.
6. Construction Contract Administration and Construction Observation: Conduct a pre-construction meeting; review submittals/shop drawings; coordinate with contractor and attend construction progress meetings; review pay requests, answer RFIs, prepare change orders; perform part-time construction observation; perform final walkthrough, review post-construction CCTV, and prepare punch list; prepare record drawings and SMAC closeout.

The attached services will be provided for an hourly rate. Total not to exceed project fee is \$59,986.20, including direct expenses.

Staff Signatures

Mayor:

Mike Kelly

City Administrator:

Keith Moody

Signature: _____

Date: _____

Signature: _____

Date: _____

Partner Signatures

Division Manager:

Daniel G. Miller, P.E.

Signature: _____

Date: 8/18/2022

Company Principal (if different):

Tony O'Malley, P.E.

Signature: _____

Date: _____

Project Type: Design ☒ Construction ☒ Property Acquisition _____ Conceptual/Problem Solving _____ Surveying _____

Project Discipline(s): Transportation _____ Planning _____ Water _____ Wastewater _____ Stormwater ☒

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and Lamp Rynearson (Professional), dated **11/2/2020**.

Attach scope of work, budget, and other supporting material



9001 State Line Rd., Ste. 200
 Kansas City, MO 64114
 [P] 816.361.0440
 [F] 816.361.0045
 LampRynearson.com

Project Number: 0322001.06
 Prepared By: Amy Bunnell
 Reviewed By:

Roeland Park, Kansas, Storm Sewer Rehabilitation (SMAC), 60" CMP and 30" RCP at 48th St and Roe Blvd

Classification:	Group Leader	Project Manager	Engineer / Designer	Engineer / Designer	Construction Observer	Practice Lead	Survey Crew	Technician	Office/Admin	Subtotal of hrs per item	Subtotal of fee per item
Associate:	Miller	Bunnell	Montague	McMurry	Jones	Gregory	2ManCrew	Rennecker	Nichols		
Hourly Rate:	\$252.00	\$178.00	\$108.00	\$131.00	\$108.00	\$167.00	\$201.00	\$106.00	\$104.00		
Task 1 - Project Management & QA/QC											
Project Management Plan, Schedule, and Kick-off Meeting	1	2	2	1					2	8	\$1,163.00
Progress Reporting, Meetings, Minutes (2 total)	2	2	6						2	12	\$1,716.00
Quality Assurance / Quality Control	2	4								6	\$1,216.00
Sub-Consultant Coordination (CCTV)		2	4							6	\$788.00
Subtotal of Hours per Associate	5	10	12	1	0	0	0	0	4	32	
Subtotal of Fee per Associate	\$1,260.00	\$1,780.00	\$1,296.00	\$131.00	\$0.00	\$0.00	\$0.00	\$0.00	\$416.00		
									Labor Fee		\$4,883.00
									Reimbursables	5%	\$244.15
									Contingency	0%	\$0.00
									Task Total		\$5,127.15
Task 2 - Survey											
Topo Survey						1	4	2		7	\$1,183.00
Boundary Survey						4	4			8	\$1,472.00
Subtotal of Hours per Associate	0	0	0	0	0	5	8	2		15	
Subtotal of Fee per Associate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$835.00	\$1,608.00	\$212.00			
									Labor Fee		\$2,655.00
									Reimbursables	5%	\$132.75
									Contingency	0%	\$0.00
									Task Total		\$2,787.75
Task 3 - Field Inspection and Condition Assessment											
Review Inspection (CCTV) Data		2	6							8	\$1,004.00
Prepare Recommendations, Coordinate with Likely Contractors	1	3	6							10	\$1,434.00
Prepare Opinion of Probable Construction Cost		2	8							10	\$1,220.00
Subtotal of Hours per Associate	1	7	20	0	0	0	0	0	0	28	
Subtotal of Fee per Associate	\$252.00	\$1,246.00	\$2,160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
									Labor Fee		\$3,658.00
									Reimbursables	5%	\$182.90
									Contingency	0%	\$0.00
Subconsultant CCTV Inspection of up to 800 LF at \$3.00/LF. Heavy cleaning would cost extra at \$300/HR.									Subconsultant		\$2,400.00
									Task Total		\$6,240.90



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Project Number: 0322001.06
 Prepared By: Amy Bunnell
 Reviewed By:

Roeland Park, Kansas, Storm Sewer Rehabilitation (SMAC), 60" CMP and 30" RCP at 48th St and Roe Blvd

Classification:	Group Leader	Project Manager	Engineer / Designer	Engineer / Designer	Construction Observer	Practice Lead	Survey Crew	Technician	Office/Admin	Subtotal of	Subtotal of
Associate:	Miller	Bunnell	Montague	McMurry	Jones	Gregory	2ManCrew	Rennecker	Nichols		
Task 4 - Final Design											
Plan Sheets											
Cover Sheet			1	2						3	\$370.00
General Layout			4	6						10	\$1,218.00
*Plan Sheets for Recommended Rehabilitation		4	8	16						28	\$3,672.00
Details		2	4	4						10	\$1,312.00
Update Opinion of Probable Construction Cost	1	1	4							6	\$862.00
Utility Coordination		2	4							6	\$788.00
Field Check Site Visit	2	4	4							10	\$1,648.00
Quality Assurance/ Quality Control	3	3								6	\$1,290.00
Project Manual - Front Ends and Technical Specifications	2	4	8						20	34	\$4,160.00
SMAC Approvals		4								4	\$712.00
Address City Comments		1	4	4						9	\$1,134.00
Subtotal of Hours per Associate	8	25	41	32	0	0	0	0	20	126	
Subtotal of Fee per Associate	\$2,016.00	\$4,450.00	\$4,428.00	\$4,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,080.00		
									Labor Fee		\$17,166.00
									Reimbursables	5%	\$858.30
									Contingency	0%	\$0.00
									Task Total		\$18,024.30
Task 5 - Bid Phase											
Pre-Bid Meeting, Up to 2 Addenda	1	6	8							15	\$2,184.00
Bid Phase Respond to Contractor Questions	1	6								7	\$1,320.00
Bid Opening, Evaluation and Recommendations		4	6							10	\$1,360.00
Subtotal of Hours per Associate	2	16	14	0	0	0	0	0	0	32	
Subtotal of Fee per Associate	\$504.00	\$2,848.00	\$1,512.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
									Labor Fee		\$4,864.00
									Reimbursables	5%	\$243.20
									Contingency	0%	\$0.00
									Task Total		\$5,107.20
Task 6 - Constuction Contract Administration and Construction Observation*											
Pre-Construction Meeting	0.5	4	6		2					12.5	\$1,702.00
Coordination with Contractor (Avg. 2 hrs/week for 4 weeks)		8								8	\$1,424.00
Submittal reviews (est. 6 with 4 resubmit) and Testing submittal reviews		4	20							24	\$2,872.00



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Project Number: 0322001.06
 Prepared By: Amy Bunnell
 Reviewed By:

Roeland Park, Kansas, Storm Sewer Rehabilitation (SMAC), 60" CMP and 30" RCP at 48th St and Roe Blvd

Classification: Associate:	Group Leader Miller	Project Manager Bunnell	Engineer / Designer Montague	Engineer / Designer McMurry	Construction Observer Jones	Practice Lead Gregory	Survey Crew 2ManCrew	Technician Rennecker	Office/Admin Nichols	Subtotal of	Subtotal of
Final Walkthrough and Post CCTV Review	0.5	2	6							8.5	\$1,130.00
Const. Management - pay applications, RFIs, quantity/punch list tracking, Force Account Authorizations, Change Orders, assist City with SMAC invoicing	1	4	8							13	\$1,828.00
Periodic Construction Meetings and Engineer Site Visits (est. 2)	1	4	4							9	\$1,396.00
Final Closeout Documents, Final Change Order, Pay Application, Surety, etc.		4	8							12	\$1,576.00
Record Drawings SMAC Closeout		2	4	2						8	\$1,050.00
Construction Observation - Up to 80 hours, maximum. City approval required for additional hours. Estimated at 20 days, 4 hours/day.					80					80	\$8,640.00
Subtotal of hours per associate	3	32	56	2	82	0	0	0	0	175	
Subtotal of fee per associate	\$756.00	\$5,696.00	\$6,048.00	\$262.00	\$8,856.00	\$0.00	\$0.00	\$0.00	\$0.00		
										Labor	\$21,618.00
*Final Construction Contract Administration and Observation Scope and Fee to be determined after Design Phase										Reimbursable Expenses	5.00% \$1,080.90
										Contingency	0.00% \$0.00
										Task Total	\$22,698.90

Summary											
Total Of Hours Per Associate	19	90	143	35	82	5	8	2	24	408	
Total Of Fee Per Associate	\$4,788.00	\$16,020.00	\$15,444.00	\$4,585.00	\$8,856.00	\$835.00	\$1,608.00	\$212.00	\$2,496.00		
										Labor	\$54,844.00
										Reimbursable Expenses	5.00% \$2,742.20
										Contingency	N/A \$0.00
										Subconsultant	\$2,400.00
										Task Total	\$59,986.20

Item Number: New Business- VIII.-D.
Committee 9/6/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/30/2022
Submitted By: Parks Committee
Committee/Department: Parks Committee
Title: **Appoint Linda Heinen to the Parks Committee (5 min)**
Item Type:

Recommendation:

To 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	<u>Linda Heinen.resume.2.18.2020.pdf</u>

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

Item Number: **Ordinances and Resolutions:- IX.-**
 A.
Committee **9/6/2022**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/29/2022
Submitted By: Chief Morris
Committee/Department: Safety / Police & Court
Title: **Ordinance 1033 - STO**
Item Type: Ordinance

Recommendation:

To approve ordinance 1033 - 2022 STO (Standard Traffic Ordinance) books published by The League of Kansas Municipalities.

30 STO & 30 UPOC books are ordered for staff.

Details:

Each year the City of Roeland Park updates it ordinance numbers to the new current publications of the Standard Traffic Ordinance & the Uniform Public Offense Code published by The League of Kansas Municipalities. The adoption of these publications serve as a regulatory reference to the current laws for municipalities in the State.

Financial Impact

Amount of Request: \$498.66	
Budgeted Item?	Budgeted Amount: \$498.66
Line Item Code/Description: Office Supplies / Publications	

Additional Information

Books are for:
Police Staff
Court Staff
City Hall Staff

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Ordinance 1033 - STO	Cover Memo

**CITY OF ROELAND PARK, KANSAS
ORDINANCE NO. 1033**

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF ROELAND PARK, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," EDITION OF 2022, WITH CERTAIN AMENDMENTS AND ADDITIONS; AMENDING AND REPEALING EXISTING SECTION 14-101 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS AND REPEALING ORDINANCE NO. 1000.

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

SECTION 1. Section 14-101 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

14-101. INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Roeland Park, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2022, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections as are hereafter modified or changed, such incorporation being authorized by K.S.A. 12-3009 through 12-3012, inclusive, as amended. At least one copy of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1000," with all sections or portions thereof intended to be changed clearly marked to show any such change, and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the City charged with enforcement of the ordinance shall be supplied, at the cost of the City, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

SECTION 2. Existing Section 1 of Ordinance No. 1000 is hereby repealed and replaced with Section 1, *supra*.

SECTION 3. This ordinance shall take effect upon its publication, or the publication of a summary thereof, in the official City newspaper.

PASSED by the City Council the 6th day of September, 2022. **APPROVED** by the Mayor.

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steven E. Mauer, City Attorney

Item Number: **Ordinances and Resolutions:- IX.-**
 B.
Committee **9/6/2022**
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 8/29/2022
Submitted By: Chief Morris
Committee/Department: Safety / Police & Court
Title: **Ordinance 1034 - UPOC**
Item Type: Ordinance

Recommendation:

To approve ordinance 1034 - 2022 UPOC (Uniform Public offense Code) books published by The League of Kansas Municipalities.

30 STO & 30 UPOC books are ordered for staff.

Details:

Each year the City of Roeland Park updates it ordinance numbers to the new current publications of the Standard Traffic Ordinance & the Uniform Public Offense Code published by The League of Kansas Municipalities. The adoption of these publications serve as a regulatory reference to the current laws for municipalities in the State.

Financial Impact

Amount of Request: \$498.66	
Budgeted Item?	Budgeted Amount: \$498.66
Line Item Code/Description: Office Supplies / Publications	

Additional Information

Books are for:
Police Staff
Court Staff
City Hall Staff

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Ordinance 1034 - UPOC	Cover Memo

**CITY OF ROELAND PARK, KANSAS
ORDINANCE NO. 1034**

AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF ROELAND PARK, KANSAS; INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES" EDITION OF 2022, AMENDING AND REPEALING EXISTING SECTION 11-101 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS, AND ORDINANCE NO. 1001.

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

SECTION 1. Existing Section 11-101 of the Code of the City of Roeland Park, Kansas, is hereby amended to read as follows:

11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Roeland Park, Kansas, that certain code known as the "Uniform Public Offense Code for Kansas Cities," Edition of 2022, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas with certain amendments as provided in this ordinance and with certain additions as are provided in Article 2 of this Chapter XI. At least one copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 1001," and to which shall be attached a copy of this Ordinance, and filed with the City Clerk, to be open for inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the City charged with the enforcement of this ordinance shall be supplied, at the cost of the City, such number of official copies of the ordinance similarly marked, as may be deemed expedient.

SECTION 2. Existing Section 1 of Ordinance No. 1001 is hereby repealed and replaced with Section 1, *supra*.

SECTION 3. This Ordinance shall take effect upon its publication, or the publication of a summary thereof, in the official City newspaper.

PASSED by the City Council the 6th day of September 2022. **APPROVED** by the Mayor.

Mike Kelly, Mayor

ATTEST:

Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

Steven E. Mauer, City Attorney

Item Number: Reports of City Officials:- XI.-A.
Committee 9/6/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **COVID Report**
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?