

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
June 15, 2020 6:00 PM

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

Brauer

Hill

Finance

McCormack

Madigan

Safety

Rebne

Faidley

Public Works

Kelly

Dickens

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Citizens Comments

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

II. Consent Agenda

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

A. Appropriations Ordinance #952

B. Council Minutes June 1, 2020

III. Business From the Floor

A. Applications / Presentations

1. Proclamation - Elder Abuse Awareness Day
2. Sustainability Update

IV. Mayor's Report

V. Workshop and Committee Reports

VI. Reports of City Liaisons

VII. Unfinished Business

VIII. New Business

- A. Approve Task Order for Sidewalk Extension Along Buena Vista

IX. Ordinances and Resolutions:

- A. Resolution 679 Amending the Boulevard Apartments Development Agreement

X. Workshop Items:

XI. Reports of City Officials:

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

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

A. Audience Decorum. Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

B. Public Comment Request to Speak Form. The request form's purpose is to have a record for the City Clerk. Members of the public

may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

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

and no speaker will be credited with time requested but not used by another.

- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: Pledge of Allegiance- -A.
Committee 6/15/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

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

Item Type:

Recommendation:

See instructions to log in below.

Details:

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

Roeland Park City Council Meeting and Workshop

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

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

You can also dial in using your phone.

United States (Toll Free): 1 877 568 4106

Access Code: 719-374-005

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

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

Please use these tips while listening in:

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

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

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

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

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Consent Agenda- II.-A.
Committee 6/15/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #952**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
□ Appropriations Ordinance #952

Type
Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, June 11, 2020

Appropriation Ordinance -06/15/2020 - #952

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 15th day of June, 2020.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance

\$

351,124.91

Appropriation Ordinance -06/15/2020 - #952

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT Date	Amount	Chk #	Check Amount
Vendor	Dept	Account	Account Description	Reference	Date	Distribution Amount	Check #	Check Amount
ADP, LLC	101	5214.101	Other Contracted Services	557626525	06/04/20	246.92	70813	246.92
Automated Information Mapping	101	5305.101	Dues, Subscriptions, & Books	32812/32813	06/10/20	672.74	70829	672.74
American Fidelity Assurance Co.	101	2052.101	Supplemental Insurance Payable	2071170	06/04/20	416.66	70814	416.66
AT&T	101	5202.101	Telephone	3241 5/21/20	06/10/20	47.32	70830	47.32
Redacted for Privacy Reasons	101	5282.101	Property Tax Rebate Program	19/20 Tax Rebate	06/10/20	425.59	70831	425.59
Black & McDonald	270	5457.270	CARS 2020 - Roe	761102016	06/10/20	4,879.48	70832	4,879.48
Blue Sky Cleaners	102	5224.102	Laundry Service	4/4-4/29/20	06/10/20	168.25	70833	168.25
Boelte-Hall, LLC	101	5208.101	Newsletter	6/3/20 Man. Ck	06/03/20	876.28	32556	876.28
Breeden Holdings, LLC	106	5211.106	Maintenace & Repair Equipment	1056187	06/10/20	539.85	70834	1,606.80
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1056072	06/10/20	786.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1056113	06/10/20	26.00		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1056121	06/10/20	194.95		
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1056145	06/10/20	35.00		
Breeden Holdings, LLC	106	5260.106	Vehicle Maintenance	1056229	06/10/20	25.00		
City of Mission Kansas	360	5214.360	Other Contractual Services	6/20 De-Annexati	06/10/20	32,301.00	70835	32,301.00
Confluence, Inc.	101	5209.101	Professional Services	18889	06/10/20	7,209.10	70836	7,209.10
Evergy	220	5201.220	Electric	9247 5/25/20	06/04/20	331.20	70815	331.20
Evergy	101	4310.101	Franchise Fee - Electric	4/20 TGR	06/10/20	(16,486.52)	70874	1,321.04
Evergy	101	4310.101	Franchise Fee - Electric	4/20 TGR	06/10/20	(47.11)		
Evergy	101	4310.101	Franchise Fee - Electric	5/20 TGR	06/10/20	(16,193.18)		
Evergy	101	4310.101	Franchise Fee - Electric	5/20 TGR	06/10/20	(32.81)		
Evergy	101	5222.101	Traffic Signal Expense	4/20 TGR	06/10/20	17,054.08		
Evergy	101	5222.101	Traffic Signal Expense	5/20 TGR	06/10/20	17,026.58		
Evergy	106	5201.106	Electric	2644 5/21/20	06/10/20	181.67	70837	2,720.69
Evergy	220	5201.220	Electric	5/26/20 Multiple	06/10/20	790.71		
Evergy	106	5290.106	Street Light Electric	5/26/20 Multiple	06/10/20	1,748.31		
Redacted for Privacy Reasons	101	5282.101	Property Tax Rebate Program	19/20 Tax Rebate	06/10/20	687.76	70838	687.76
Foundation 1	101	4215.101	Building Permit	6/4/20 Refund	06/10/20	165.00	70839	165.00
Galls, LLC	102	5308.102	Clothing & Uniforms	15747858	06/10/20	169.98	70840	169.98
Gather Media and Communication	101	5209.101	Professional Services	27	06/04/20	1,850.00	70816	3,580.00
Gather Media and Communication	101	5209.101	Professional Services	34	06/04/20	1,730.00		
Gordon CPA, LLC	101	5213.101	Audit Fees	4954	06/10/20	2,000.00	70841	2,000.00
Handyman USA	101	4215.101	Building Permit	6/8/20 Refund	06/10/20	1.00	70842	1.00
Redacted for Privacy Reasons	101	5282.101	Property Tax Rebate Program	19/20 Tax Rebate	06/10/20	379.63	70843	379.63
Redacted for Privacy Reasons	101	5282.101	Property Tax Rebate Program	19/20 Tax Rebate	06/10/20	476.45	70844	476.45
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	4193	06/10/20	1,305.00	70845	2,580.00
Jake's Lawn & Landscape, LLC.	106	5214.106	Other Contracted Services	4231	06/10/20	1,275.00		

Johnson County Wastewater	101	5288.101	Waste Water	5/28/20 Multiple	06/10/20	32.96	70846	135.71
Johnson County Wastewater	106	5288.106	Waste Water	5/28/20 Multiple	06/10/20	84.74		
Johnson County Wastewater	220	5288.220	Waste Water	5/28/20 Multiple	06/10/20	18.01		
Johnson County Government	101	5218.101	IT & Communication	158882	06/10/20	6,577.25	70847	6,577.25
KAW Valley Engineering Inc.	300	5421.300	Street Maintenance	C32962	06/10/20	475.00	70848	1,297.00
KAW Valley Engineering Inc.	300	5472.300	R Park Development Plan	C32958	06/10/20	822.00		
Kansas City Board of Public Utilities	101	5222.101	Traffic Signal Expense	2834	5/26/20 06/04/20	33.00	70817	33.00
Kansas Gas Service	220	5289.220	Natural Gas	2518	5/8/20 06/04/20	29.14	70818	29.14
Redacted for Privacy Reasons	101	5282.101	Property Tax Rebate Program	19/20 Tax Rebate	06/10/20	466.29	70849	466.29
Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	50438	06/10/20	250.80	70850	250.80
The Legal Record	101	5204.101	Legal Printing	L86008	06/04/20	88.17	70819	88.17
The Legal Record	101	5204.101	Legal Printing	L86164	06/10/20	24.96	70851	24.96
Lexington Plumbing & Heating Co	220	5210.220	Maintenance & Repair Building	98882	06/10/20	275.00	70852	275.00
Liftoff, LLC	101	5266.101	Computer Software	5268Renew5	06/10/20	8,928.00	70853	8,928.00
Redacted for Privacy Reasons	101	5282.101	Property Tax Rebate Program	19/20 Tax Rebate	06/10/20	418.38	70854	418.38
Tom Madigan	108	5206.108	Travel Expense & Training	5/20 Exp	06/10/20	855.00	70855	855.00
Mauer Law Firm PC	101	5215.101	City Attorney	5/29/20	06/04/20	18,810.00	70820	18,810.00
Redacted for Privacy Reasons	101	5282.101	Property Tax Rebate Program	19/20 Tax Rebate	06/10/20	506.63	70856	506.63
McAanany Construction, Inc.	300	5421.300	Street Maintenance	32000102	06/10/20	237,174.34	70857	237,174.34
Midwest Pool Management	220	5223.220	Pool Management Fee	23416	06/04/20	2,000.00	70821	2,000.00
David A Mootz	290	5206.290	Travel Expense & Training	5/20 Mileage	06/04/20	19.32	70822	19.32
Municipal Services Team	101	5214.101	Other Contracted Services	342695	06/10/20	142.80	70858	142.80
Missouri Door Co., Inc.	106	5210.106	Maintenance & Repair Building	29398	06/10/20	623.35	70859	623.35
Pitney Bowes Global Financial Services	101	5205.101	Postage & Mailing Permits	3311321714	06/10/20	174.24	70860	174.24
T2 Holdings, LLC	102	5214.102	Other Contracted Services	100260747	06/04/20	23.62	70823	47.25
T2 Holdings, LLC	105	5214.105	Other Contracted Services	100260747	06/04/20	23.63		
Rejis Commission	102	5214.102	Other Contracted Services	438658	06/10/20	229.69	70861	229.69
Riteway Maintenance & Supply, LLC	101	5214.101	Other Contracted Services	20402	06/10/20	930.00	70862	930.00
Redacted for Privacy Reasons	101	5282.101	Property Tax Rebate Program	19/20 Tax Rebate	06/10/20	662.82	70863	662.82
Redacted for Privacy Reasons	101	5282.101	Property Tax Rebate Program	19/20 Tax Rebate	06/10/20	326.82	70864	326.82
Saltus Technologies	103	5410.103	Technology Upgrades	200540	06/04/20	3,000.00	70824	3,000.00
George Schlegel	101	5230.101	Art Commissioner	Recurring Check	06/01/20	100.00	70812	100.00
Simmon Electrical	101	4265.101	Business Occupational Licenses	6/1/20 Refund	06/04/20	40.00	70825	40.00
Redacted for Privacy Reasons	101	5282.101	Property Tax Rebate Program	19/20 Tax Rebate	06/10/20	560.10	70865	560.10
Staples	101	5301.101	Office Supplies	8058462652	06/10/20	29.92	70866	158.60
Staples	101	5304.101	Janitorial Supplies	8058462652	06/10/20	128.68		
William Thompson	101	4215.101	Building Permit	6/4/20 Refund	06/10/20	100.00	70867	100.00
TransUnion Risk & Alternative	102	5214.102	Other Contracted Services	457712020051	06/10/20	50.00	70868	50.00
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	362645	06/10/20	1,722.51	70869	1,722.51
Verizon Wireless	102	5202.102	Telephone	9855249014	06/10/20	323.23	70870	443.26
Verizon Wireless	104	5202.104	Telephone	9855249014	06/10/20	80.02		
Verizon Wireless	106	5202.106	Telephone	9855249015	06/10/20	40.01		
Watchmen Security Services, LLC	106	5210.106	Maintenance & Repair Building	47013	06/10/20	25.00	70871	25.00

Wholesale Batteries, Inc.	106	5211.106	Maintenace & Repair Equipment	418631	06/10/20	123.90	70872	123.90
Redacted for Privacy Reasons	101	5282.101	Property Tax Rebate Program	19/20 Tax Rebate	06/10/20	442.32	70873	442.32
Forte	101	5214.101	Other Contracted Services	5/31/20 All Acct	05/31/20	70.37		70.37
						\$	351,124.91	

Item Number: Consent Agenda- II.-B.
Committee 6/15/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Council Minutes June 1, 2020**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
Council Minutes June 1, 2020

Type
Cover Memo

**CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, June 1, 2020 6:00 P.M.**

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

Admin

Brauer
Hill

Finance

McCormack
Madigan

Safety

Rebne
Faidley

Public Works

Kelly
Dickens

(Roeland Park Council Meeting Called to Order at 6:09 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. CMBR Brauer was absent. Staff members present were City Administrator Moody, Assistant City Administrator Jones-Lacy, Public Works Director Scharff, Police Chief Morris, City Clerk Nielsen, and City Attorney Chrissy Roto.

Modification of Agenda

At the request of CMBR Madigan, Consent Agenda Item C, Resolution 678 was moved to Ordinances and Resolutions, Item C, to open the item for discussion and a separate vote.

Public Comment

Mayor Kelly thanked guests at the meeting for their patience and recognized these teleconference meetings can be frustrating given the nature of everyone being separate. He said they are all eager for the time when they can get together in person.

I. Citizens Comments

Jesse Brace (23000 Hwy 368, Lot 18, Vassar, KS) Jesse Brace spoke as a mental health and LGBTQ+ advocate as well as a survivor of conversion therapy in Roeland Park. Jesse shared their own personal experiences and spoke in support of outlawing conversion therapy in the City especially on minors.

Inoru Wade (1575 Birdie Way, Lawrence, KS) Inoru said as a student their study focus is on gender and sexual minorities and law enforcement. Inoru stated that conversion therapy is a sexually based hate crime and that banning this practice is the right step to take as it is the job of a governmental entity to

protect the people. Inoru thanked CMBR Dickens for ensuring Roeland Park's government is proactive in protecting the City's most vulnerable.

Jae Moyer (7809 England, Overland Park) Jae stated that people who undergo conversion therapy are more likely to commit suicide than their heterosexual peers. Jae stated this is a harmful practice and only shows that it deserves to be banned not only in Roeland Park but also throughout the country. He thanked the Councilmembers for taking up this issue.

Terry Cushman (17008 W. 84, Lenexa) Mr. Cushman is the Chairman of Equality Kansas - Metro Chapter and thanked the Council for taking action on this topic.

Susan Ruiz (7306 Bond, Shawnee) Kansas State Representative Ruiz thanked the City Council for consideration of this ordinance. She introduced H.B. 2483 to the Committee on Children and Seniors on behalf of the Executive Director of Equality Kansas. It was referred to the Health and Human Services Committee where it died. The bill would have added protections to children and adolescents in the state from being subjected to conversion therapy.

Michael Poppa - Former Councilmember Poppa stated in 2014, Roeland Park was the first Johnson County city to pass an inclusive non-discrimination ordinance which the City then updated in 2019 to reflect best practice language. He thanked the Council for strengthening the ordinance to protect the most vulnerable and expressed his support.

Grant Mayfield (4924 Mission) Mr. Mayfield said he is a Roeland Parker because of the non-discrimination ordinance that Roeland Park has in place. He said he is proud to live in a City that is taking steps to protect the children.

Mayor Kelly thanked everyone for expressing their thoughts, thanked them for their courage, and that they appreciate their perspective.

II. Consent Agenda

- A. Appropriations Ordinance #951
- B. May 18, 2020 Council Minutes
- ~~C. Resolution 678 Approving Special Purpose Sales Tax Ballot Language~~ (Moved to Ordinances and Resolutions, Item C)

MOTION: CMBR REBNE MOVED AND CMBR MCCORMACK SECONDED TO APPROVE THE CONSENT AGENDA AS AMENDED. (MOTION CARRIED 7-0.)

III. Business from the Floor

A. Applications / Presentations

1. Introduce Chris Verbrugge

Ms. Jones-Lacy introduced Chris Verbrugge, the City Administrative Intern from the University of Missouri - Kansas City. She said that Mr. Verbrugge is working on his MBA and is interested in local government.

Mr. Verbrugge shared his previous experience in local government and activism including lobbying the Missouri state legislature for "It's on Us."

Mayor Kelly welcomed Mr. Verbrugge to Roeland Park and said they look forward to working with him.

2. The Voter Project's - City to City Challenge

Mayor Kelly introduced former Council President Michael Poppa, Executive Director of the Mainstream Coalition. He said in times like these it is fundamentally important to encourage the residents to vote. He thanked the Voter Project for ensuring that as many people as possible exercise their constitutional right to vote. Mayor Kelly said he is excited to learn more about the challenge.

Mr. Poppa said the Voter Network is an arm of the Mainstream Coalition and serves to inform, engage, and connect Kansans through non-partisan voter education and effective voter turnout efforts. He reviewed the network and program tools that will be coming online to assist voters, which can be found at www.thevoternetwork.org. As a non-partisan movement, they are looking for teams of 5 to 10 people to each make sure that 5 or 10 people they know go out and vote. Mr. Poppa reviewed the support mechanism they provide their teams. He also reviewed the voter percentage response in the last few elections. Mr. Poppa said the upcoming elections would have a lot of mail-in ballots, which will be new and intimidating for many people. He said they need to get the word out and explain what it means and why it is important to vote.

Mr. Poppa said the Mainstream Coalition spoke with Mayor Kelly as well as other mayors across Northeast Johnson County and Johnson County as a whole and suggested a friendly competition between the cities to see who can show an increase in voter turnout. He said there would be a dedicated page on their website that will have leaderboards, tools, team lists and other support features for each of the teams. The number one indicator will be what each city can achieve to see an increase in low propensity or non-voter turnout.

Mayor Kelly thanked Mr. Poppa for his presentation and said he is always up for a friendly challenge with their neighboring cities as a little Roeland Park pride goes a long way.

Mr. Poppa added that Prairie Village, Westwood, Mission, and Westwood Hills have all shown an interest in this and said they will be discussing it. He said it should be a good competition.

CMBR Faidley asked what if someone is already a member of a team. Mr. Poppa said people could be on more than one team.

CMBR Rebne said there is confusion around the upcoming election and asked what the actual process will look like. He asked how much does their tool help educate and inform around all of this shifting and changing in terms of the election and that may or may not look like. Mr. Poppa said they still do not know what election voting is going to look like. They will be re-launching the tool within the next week so it will have a lot more functionality and be very useful. He stressed that it is very important to talk to people about mail ballots and advance polling, as well as how to be safe if voting in person.

IV. Mayor's Report

Mayor Kelly offered the following statement in response to the events of the past week.

“I admit I’m not an expert in the struggle that’s lived by our residents of color. I recognize fully that I’ve been privileged by the color of my skin. However, that’s not going to prevent me from listening or from learning or from modeling the behaviors of an elected official that I would like to see in working towards a more just community, not only here in Roeland Park but in our country as a whole that is hurting right now.

Seeing the murder of George Floyd and the passions and sentiments that it has arisen in our residents causes us to think about what the new normal might be when we get back to whatever sense of normal there is after this pandemic. And as we go towards that normal, I want to stress the importance of continuing our work here in Roeland Park. And I think we do a fine job of doing what we can, but I’d like us to continue moving forward, of listening and learning and not being afraid to challenge the status quo in the interest of equality and justice in a real, thriving, metropolitan area.

So, I’d like to thank our Police Chief for the changes and improvements that he continues to make for our department. Just as a reminder to our residents, all of our officers wear body cams, and we have done that for a number of years. We offer extensive training to our officers and Chief Morris is a real leader in this. He’s our Region 7 representative to the Kansas Association of Chiefs of Police, which means he’s always on the cutting edge of best practices. And he’s also a racial profiling prevention instructor. So, we appreciate his knowledge and experience in training our police force, which is more often than not, that first line of interaction that we have with our residents and, therefore, our residents and visitors of color.

So, I appreciate the efforts that we’ve made thus far but recognize that there is more that we can do. And I look forward to continuing that journey with you.”

V. Workshop and Committee Reports

There were no reports given.

VI. Reports of City Liaisons

There were no reports given.

VII. Unfinished Business

A. Approve Extending Vertical Construction and Final Completion Deadlines for Sunflower Medical

City Administrator Moody said the extension request is for the time period from May 25 through June 25, 2020. There is an explanation in the request. The amendment would extend the deadline for the completion of construction to June 25, 2021.

MOTION: CMBR MADIGAN MOVED AND CMBR MCCORMACK SECONDED TO APPROVE THE EXTENSION OF VERTICAL CONSTRUCTION AND FINAL COMPLETION DEADLINES FOR SUNFLOWER MEDICAL. (MOTION CARRIED 7-0)

VIII. New Business

A. Approval of Materials Testing Services Agreement with Kaw Valley Engineering for Roe Blvd Project

CMBR Kelly asked why the testing is being done separately from the contracts with Miles Excavating or Lamp Rynearson. City Administrator Moody said this was contemplated to be a separate service from the engineer's design services. George Butler Associates (GBA) will be doing the inspection of the actual construction and having another firm do the testing creates some separation and independence.

CMBR Rebne said he was surprised to see the bid came in at nearly a third of the budgeted amount. City Administrator Moody said the scope of the testing is now well defined, but when they put together the estimate, it was not as refined. They are confident that the scope of services reflected in the proposals that we received are adequate and sufficient to meet all the tests that the bid specifications contemplate.

MOTION: CMBR REBNE MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE MATERIALS TESTING SERVICES AGREEMENT WITH KAW VALLEY ENGINEERING FOR THE ROE BOULEVARD PROJECT. (MOTION CARRIED 7-0.)

IX. Ordinances and Resolutions

A. Resolution 677 to Approve 2021 to 2025 CARS Program

CMBR Rebne asked if they go in 2022 with Fairway for the sidewalk on Buena Vista would they lose the option for the 2025 item, the 53rd Street, Buena Vista to Shawnee Mission Parkway. City Administrator Moody said they would not lose the option of the Buena Vista project. He added that having a variety of shared projects does add some flexibility in prioritizing with their partnering cities. Resolution 677 only locks them into the 2021 Roe Boulevard request. The other four years will be up for review as the applications are presented to CARS.

CMBR Kelly said he would like to see the Buena Vista project moved from the 2024/2025 timeframe and put it in 2022.

CMBR Faidley asked if Fairway listed that as their number one priority in 2022, then Roeland Park would not need to do that.

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE RESOLUTION 677 TO APPROVE THE 2021 TO 2025 CARS PROGRAM. (MOTION CARRIED 7-0)

B. Ordinance 996, a Policy Prohibiting Conversion Therapy

CMBR Dickens said they are taking an historic vote not only for the City but also for the state. He spoke of the experiences of people he has known who have experienced conversion therapy and believes that Roeland Park is a community of leaders and that other cities and the entire state will take up this issue. CMBR Dickens said he is proud to have co-sponsored this ordinance with CMBRS Faidley and Madigan.

CMBR Kelly asked if they should include individuals under the guardianship, for whatever reason, and are over the age of 18. City Attorney Roto said her understanding was the ordinance was drafted for the protection of minors. If they wanted to include language for persons over the age of 18 that have a guardian, they could attempt to do so. She said there are many different reasons that people might have a guardianship and it would be difficult to draft blanket language and standards that would need to be set by the Council.

CMBR Kelly then asked why they are making it illegal only for those compensated and not for non-profits or other groups that might be doing this for compensation. Ms. Roto said the reason it is connected to compensation is the ordinance and the City's police powers, which goes to the business license, are connected with a professional provider.

Mayor Kelly said he would like the City attorney to look at the issue of guardianship. He also said that given the odd number of Councilmembers at the meeting, he will not be able to vote on this ordinance, but wanted to state on the record that he wholeheartedly supports the ordinance and the sentiments behind it. He stated he is proud of what Roeland Park is doing and looks forward for the City to again being a leader for Johnson County and the state of Kansas.

Mayor Kelly said there is no way to craft a perfect ordinance the first time around and to the extent there is an opportunity to continue to study ways to make the ordinance better to provide the best ordinance possible, they will continue to do that.

CMBR Madigan said they should vote on it as it is to get it on the books and then look at updating it. He said he understands how religious ideas do not gel with the real world. He said if the ordinance does not cover churches, ministers, or something like that, he feels that in the future they need to get that done. City Attorney Roto said the ordinance, as written, would directed to anyone providing these types of services for compensation. They would have to look deeper as to whether they could write an ordinance that would prohibit a church from offering these types of services.

CMBR Faibley said some of the issues they are discussing have already come up. She agreed with CMBR Madigan that passing the language as presented is something they can do and then look at improving it at a later date. She believes there is more research that may need to be done on the legal front. She proposed an amendment to the fifth "Whereas" of the proposed ordinance.

MOTION: CMBR FAIDLEY MOVED AND CMBR HILL SECONDED TO AMEND ORDINANCE 966 TO INCLUDE THE LANGUAGE OF THE FIFTH WHEREAS TO READ, "WHEREAS, TWENTY STATES, WASHINGTON, D.C., AND DOZENS OF CITIES AND MUNICIPALITIES HAVE ENACTED LAWS OR REGULATIONS TO BAN CONVERSION THERAPY AGAINST MINORS BY LICENSED MEDICAL PROVIDERS." (MOTION CARRIED 7-0)

MOTION: CMBR DICKENS MOVED AND CMBR FAIDLEY SECONDED TO APPROVE ORDINANCE 996, PROHIBITING CONVERSION THERAPY IN THE CITY OF ROELAND PARK AS AMENDED. (MOTION CARRIED 7-0)

C. Resolution 678 Approving Special Purpose Sales Tax Ballot Language

CMBR Rebne said he has reservations around a highly regressive nature of a sales tax especially on food and essential items in Roeland Park. He also understands that the residents want sidewalk projects and other infrastructure work. He said the sales tax works against the City's values a little bit in terms of who they target and who they seek to get their revenues from. He asked if they could come up with language that is more income neutral if they need to raise additional funds to pay for things the City wants.

CMBR Madigan said he did research and found in the 2016 citizen survey only 10 percent favored not extending the tax. There was a question of what if they double the sales tax and reduce the mill by four mills and 26 percent did not favor that. The citizens voted for a ten-year one-quarter cent sales tax and

now they are proposing to end it two years before its scheduled sunset. He added that the sales tax would go into effect, but the mill levy would not drop before 2022. CMBR Madigan stated he does not believe this is what the voters voted for and said he is not able to support this resolution.

CMBR Hill said she understands CMBR Rebne's position. She said they have no interest or no intent of taxing those who are impoverished, but this does balance out the taxes a little more. She said the sales tax in Roeland Park is lower than their counterparts, but also because of their lack of businesses in the City, their taxes are heavily weighted onto the property owners.

CMBR Faidley had some agreement with CMBR Madigan and said the language is clear they are stopping the tax early. They still do not know what the financial impact the pandemic is going to have on the City finances and questioned the optics of putting a tax increase on the November ballot now. As CMBR Rebne stated, a sales tax increase will weigh more heavily on those who can less afford it because they are talking about renters and those who come to shop from outside of Roeland Park.

Mayor Kelly said they decided to separate the tax language from the mill levy and to focus on the balancing of sales tax with neighboring communities. He also appreciates looking at the data they have from the past citizen surveys and the optics of potentially raising a sales tax during a pandemic could be difficult. He said it is important to have a robust outpouring of education and communication with residents about the sales tax. At the end of the day, it comes down to whether the residents trust them to spend their money effectively. He said he looks forward to the robust discussion they will be having before the November ballot.

CMBR Rebne echoed CMBR Faidley that this is a significant impact to renters and their property tax is a more stable and predictive revenue than sales tax.

MOTION: CMBR HILL MOVED AND CMBR DICKENS SECONDED TO APPROVE RESOLUTION 678 APPROVING SPECIAL PURPOSE SALES TAX BALLOT LANGUAGE. (MOTION CARRIED 5-2 WITH CMBRS MADIGAN AND REBNE VOTING NO.)

X. Reports of City Officials

City Administrator Moody said the Community Center reopened today with limited use. They are working with JCPRD setting up schedules and making the building available again. They will be doing additional social media to promote that and following the City's reopening plan to open up other recreation elements as they reach those particular phases.

CMBR Kelly asked how things are going with Roe 2020. He was sad to see that the two small trees by CVS cut down as he thought they were supposed to be replaced. He also asked about the water line break.

City Administrator Moody said the water main break has been fixed and they have e-mailed the Governing Body on any damage because of that and how it will be handled. He was unsure of the trees and did not recall there being a replanting of any of the trees. He did say some trees are being replanted at R Park.

Mayor Kelly they have seen how the trees have affected people emotionally and wants people to know they recognize that, but referred people to the planting plan on the dedicated web page for the Roe 2020 project. There will be a robust planting in the medians as they recognize the importance of being a Tree City.

CMBR Faidley said she remembered the discussion on the CVS trees and that they were young and they wanted them relocated and not cut down.

CMBR Faidley also brought up the reopening plan. City Administrator Moody said their intention is to stick with the Ad Astra plan the Governor is recommending. City Administrator Moody said they have not made any changes to their reopening plan.

XI. Adjourn

MOTION: CMBR HILL MOVED AND CMBR FAIDLEY SECONDED TO ADJOURN. (MOTION CARRIED 7-0)

(Roeland Park City Council Meeting Adjourned at 7:34 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Applications/Presentations- A.-1.
Committee 6/15/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Proclamation - Elder Abuse Awareness Day**
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
☐ Proclamation - Elder Abuse Awareness Day	Cover Memo

Item Number: Applications/Presentations- A.-2.
Committee 6/15/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 6/11/2020
Submitted By: Judy Hyde
Committee/Department: Sustainability
Title: **Sustainability Update**
Item Type: Other

Recommendation:

Informational, update provided by Judy Hyde sustainability chair.

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: New Business- VIII.-A.
Committee 6/15/2020
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/27/2020
Submitted By: Donnie Scharff
Committee/Department: Public Works
Title: **Approve Task Order for Sidewalk Extension Along Buena Vista**
Item Type: Other

Recommendation:

This is just an update on the status of response from Fairway.

Per direction from the Governing Body provided at the 4/20/20 workshop, attached is a task order for engineering services to develop sidewalk alignment options along Buena Vista from 53rd Street to Shawnee Mission Parkway and 55th Street.

Details:

At the Council Workshop on 4/20/20 members expressed interested in knowing if Fairway is willing to contribute financially to the sidewalk extension that may be in their boundaries. Fairway has expressed willingness to participate in the cost of the sidewalk extension that would be inside of Fairway if it is shown that an alignment in Roeland Park is not feasible and if the project were funded through CARS. The task order scope will address the feasibility question concerning alternative alignments and it appears that a sidewalk extension along Buena Vista can be funded through CARS.

At the Council Workshop of 4/20/20 the governing body provided direction to move to the next council meeting the topic of completing a sidewalk alignment analysis (costs as well as pros and cons for each option) for Buena Vista between 53rd Street and 55th Street. The costs for segments along the east side of Buena Vista as well as the section connecting Buena Vista to 55th Street have previously been completed (and are attached). The engineering task order attached (for \$9,609) will provide cost estimates for alignments on the west side of Buena Vista and will also provide a pros and cons assessment (reflecting safety, cost and construct ability perspectives) for each alignment scenario. It does not reflect vehicle or pedestrian traffic counts. Larkin does not believe traffic analysis is needed for just analyzing the sidewalk alignment options

along Buena Vista.

The cost of the analysis would be paid for out of the Special Street Fund, Professional Services account. \$100,000 is budgeted in this account for 2020.

Financial Impact

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

Additional Information

Council expressed support of working with Fairway on a plan for extending the sidewalk along Buena Vista on 10/6/20.

The City Engineer has previously provided a conceptual layout depicting a sidewalk in this corridor (attached). The City Engineer estimates the cost of the extension to be \$51,115.70. This would require a new ADA ramp at 53rd St & Buena Vista, 1,819 square feet of 5' sidewalk, modification to drive aprons, removal of some parking stalls, and the removal of 2 trees.

Einstein's – The proposed 5' sidewalk in front of Einstein's will require the storm structure inlet top to be replaced to meet ADA standards. This segment of new sidewalk is estimated to cost about \$29k. This work would also need to be approved by KDOT as it is within their Right-of-way.

Another alternative would be to incorporate the sidewalk on the eastside from 53rd St south to the north side of the parking lot of the dentist office. The cost is estimated to be around \$11,000.

A future sidewalk in this corridor is reflected as High priority on the City's Sidewalk Master Plan. The City's Capital Improvement Plan does not currently reflect this sidewalk extension.

As an FYI, if a pedestrian is in a cross walk they have the right of way. A cross walk need not be at an intersection nor does it need to have lights or a signal. However if not at an intersection, signage warning drivers of an approaching cross walk would be standard.

Comments from Council Member Rebne Following the Fairway Council Meeting on 3/9/20:

Residents in both Fairway and Roeland Park have gathered over 25 signatures on each city side and are gathering more. There are yard signs, a unique email address and a Facebook page dedicated to this issue. They've spoken about the need for safety in this 53rd St/BV area at Roeland Park and Fairway council meetings. Residents have been advocating for more pedestrian safety here over the course of several years.

Council Member Kelly's Comments Following the Fairway Council meeting on 3/9/20:

1. They will not touch the Dentist's property.
2. They will not contribute to any traffic or pedestrian studies.
3. The sidewalk from 53rd Street to Shawnee Mission Parkway should be entirely on the west

side of Buena Vista. However,

4. They seemed open to discuss sharing the cost for the sidewalk on the east side of Buena Vista between 53rd Street and the Charleston Apartments driveway.
5. They don't think there is a problem and if it is it is only with Roeland Park residents and a very few, if any besides 1 household, Fairway residents.
6. Everything else is Roeland Park's responsibility and cost.

Attached is a diagram provided by a resident reflecting sidewalk and stop sign concepts.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
❏ Task Order for Just Sidewalk Alignment Analysis on Buena Vista	Cover Memo
❏ Engineers Cost Estimate for Sidewalk Extension Concepts from 10/2019	Cover Memo
❏ Task Order for for Stop Sign and Sidewalk Alignment Analysis on Buena Vista	Cover Memo
❏ Action Form - 53rd and Buena Vista	Cover Memo
❏ Notes From 2/15/20 Community Meeting	Cover Memo
❏ Sidewalk and Stop Sign Maps Provided by Resident	Cover Memo
❏ Buena Vista Emails	Cover Memo
❏ Roeland Park Signatures	Cover Memo
❏ Fairway Signatures	Cover Memo
❏ Fairway Signatures- Charleston Court	Cover Memo
❏ Sidewalk Online Signatures	Cover Memo
❏ Emails Supporting Sidewalk Along Buena Vista	Cover Memo

City of Roeland Park – Buena Vista Traffic and Sidewalk Study

Contract: 2020 Roeland Park On Call

Ordinance or Resolution:

Task Agreement No: 20-2

Funding Amount: \$9,610

Purchase Order No:

Project Title: Buena Vista Traffic and Sidewalk Study

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.): None

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

Provide a report regarding Buena Vista, from 53rd Street to Shawnee Mission Parkway. The report will include:

1. Feasibility and cost to construct sidewalk on Buena Vista from 53rd St. to Shawnee Mission Parkway.
 - a. The study will include and update the previous study of the sidewalk located entirely on the east side.
 - b. The study will include up to 3 alternatives for construction of a sidewalk on the west side of the street, from 54th St. to Shawnee Mission Parkway, and along SMP from Buena Vista to 55th Street.
2. The report will include the feasibility, costs, and pros and cons of the studied sidewalk alignments.

Attend up to 2 meetings to coordinate the study and inform the Governing Body of the results.

Staff Signatures

Mayor:

Mike Kelly

City Administrator:

Keith Moody

Signature: _____

Date: _____

Signature: _____

Date: _____

Partner Signatures

Division Manager:

Daniel G. Miller, P.E.

Signature: _____

Date: 4-20-2020

Company Principal (if different):

Tony O'Malley, P.E.

Signature: _____

Date: _____

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

Project Discipline(s): Transportation X 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 **1/1/2017**.

Attach scope of work, budget, and other supporting material



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

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE Sidewalk Location Study
 LOCATION Roeland Park
 DATE 4/20/2020

PROJECT # 320001.01
 BY Dan Miller

Classification:	Civil Design	Senior Project	Project	Admin		
	Group Leader	Engineer	Designer IV	Asst.		
Associate:	Miller	Van Patten	McMurry	Nichols	Subtotal of	Subtotal of Fee
Hourly Rate:	\$218.00	\$113.00	\$103.00	\$78.00	Hrs per Item	per Item

Sidewalk Location Study						
Base Map (from AIMS)		3	4		7	\$751.00
Concept Design 3 Alternates for West Sidewalk	2	16	4		22	\$2,656.00
Update East side Alternate/add to Study	1	4			5	\$670.00
Cost Estimate West Alternates		8			8	\$904.00
Report	1	8	2	8	19	\$1,952.00
QA/QC and Meetings	6	3		2	11	\$1,803.00
Subtotal of Hours per Associate	10	42	10	10	72	
Subtotal of Fee per Associate	\$2,180.00	\$4,746.00	\$1,030.00	\$780.00		
				Labor Fee		\$8,736.00
				Reimbursables	5%	\$436.80
				Contingency	5%	\$436.80
				Subtotal of Engineering Services		\$9,609.60
				PROJECT TOTAL		\$9,609.60

Notes:

1. No survey included, study based on JOCO AIMS and visual observations
2. No subsurface utility conflicts can be determined.

October 4, 2019

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Kansas City, MO 64114
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LampRynearson.com

Mr. Donnie Scharff
Public Works Director
City of Roeland Park, KS
4600 W 51st Street
Roeland Park, KS 66205

**Re: Buena Vista Sidewalk Estimate
Einstein Sidewalk Estimate
Roeland Park, Kansas**

Dear Mr. Scharff:

Lamp Rynearson has completed an evaluation and a cost estimate for improving pedestrian access on the east side of Buena Vista from Shawnee Mission Parkway to W 50th Street, and in front of Einstein's from Buena Vista to W 55th Street. An initial review was conducted without a formal survey of the area to generate an option and order of magnitude construction costs.

We cost estimated the sidewalk on the east side of Buena Vista, as the existing parking and topography on the west side of Buena Vista, south of 54th Terrace makes sidewalk construction impracticable. On the east side of Buena Vista, we are assuming that the new parking lot cross slopes do not currently met ADA standards. If the proposed sidewalk is constructed, a total of 3 parking stalls will technically be removed from the lot. A new receiving ramp and driveway aprons will need to be included. We estimated that the new 5' sidewalk will have an estimated construction cost of about \$51k.

Einstein's – The proposed 5' sidewalk in front of Einstein's will require the storm structure inlet top to be replaced to meet ADA standards. We estimated that the new sidewalk will have an estimated construction cost of about \$29k. This work would also need to be approved by KDOT to obtain a KDOT construction permit within their Right-of-way.

You may contact me with any questions, or if you need additional information.

Sincerely,

LAMP RYNEARSON



Daniel G. Miller, P.E.
Civil Design Group Leader

cc: Keith Moody, City Administrator
Project File

L:\Engineering\0319001 Roeland Park KS 2019 OnCall Services\COST ESTIMATES\0319001 - Buena Vista Sidewalk Estimate - 10-04-2019.docx



ADA Ramp

1819 SF of 5'
Sidewalk

Remove Parking
Stalls

120 SY of Driveway
Apron

Remove 2 Trees

18 SY of Driveway
Apron



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LampRynearson.com

10/1/2019

Project Cost Estimate
Buena Vista Sidewalk
Shawnee Mission Pkwy to W 50th St
City of Roeland Park, Kansas

Item No	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00
2	Clearing, Grubbing and Demolition	LS	1	\$ 3,000.00	\$ 3,000.00
3	Sidewalk (Concrete) (4") (5' Wide)	SF	1819	\$ 8.00	\$ 14,552.00
4	Sidewalk Ramp (Concrete) (6")	SF	75	\$ 15.00	\$ 1,125.00
5	Detectable Warning Surface	SF	10	\$ 40.00	\$ 400.00
6	Curb and Gutter (Sidewalk and Driveway Curb)	LF	130	\$ 35.00	\$ 4,550.00
7	Driveway Apron (Concrete) (6")	SY	138	\$ 70.00	\$ 9,660.00

Subtotal \$ 35,287.00

Contingency (10%) \$ 3,528.70

Survey (Not Verified) \$ 5,000.00

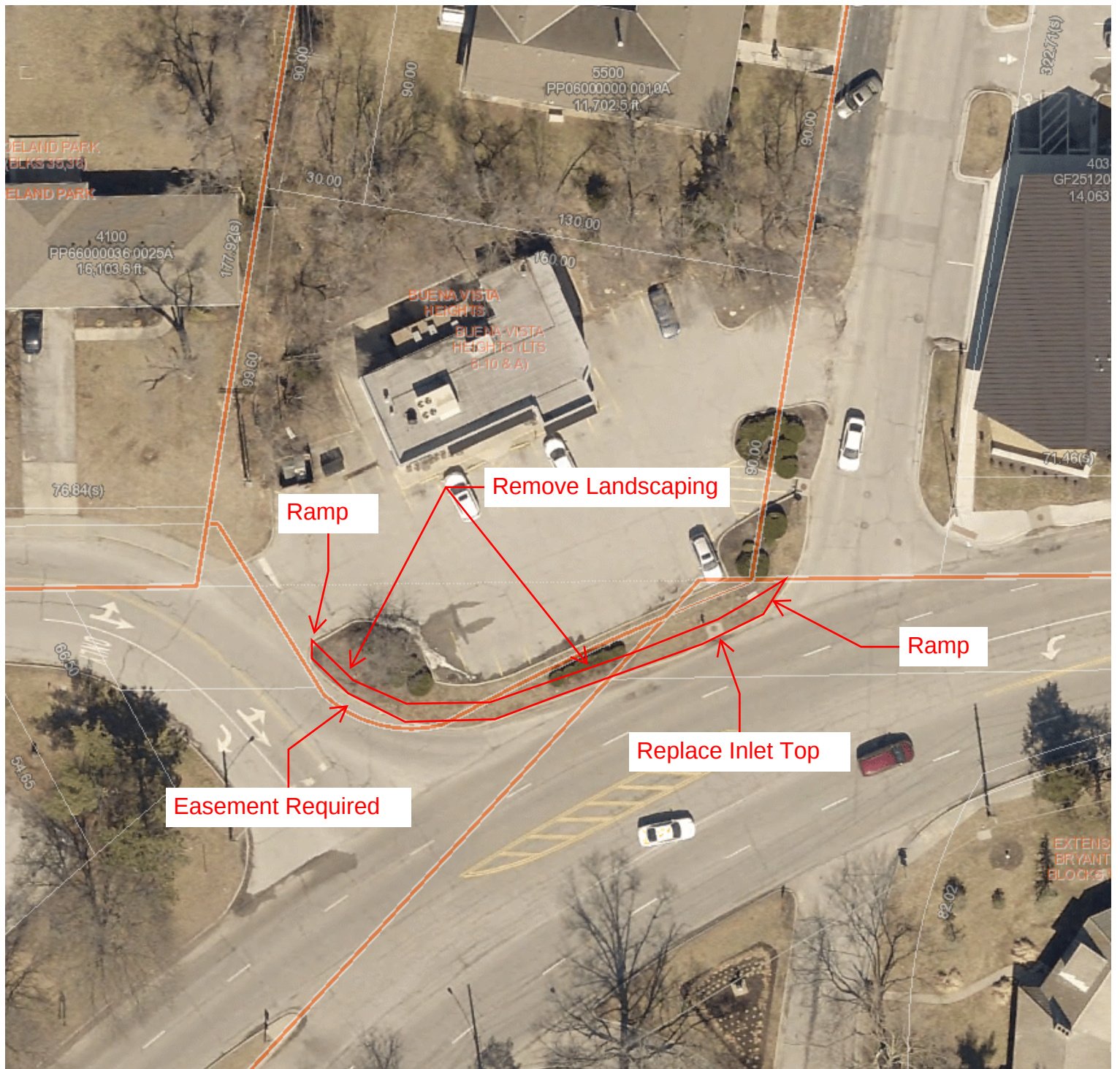
Design Engineering (Not Verified) \$ 5,300.00

Construction Administration/Observation (Not Verified) \$ 2,000.00

Total Construction Cost \$ 51,115.70

Notes

1. Survey, Design and CA/CO are all estimates





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LampRynearson.com

10/1/2019

**Project Cost Estimate
Einstein Sidewalk
Buena Vista to W 55th St
City of Roeland Park, Kansas**

Item No	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00
2	Clearing, Grubbing and Demolition	LS	1	\$ 2,000.00	\$ 2,000.00
3	Sidewalk (Concrete) (4") (5' Wide)	SF	625	\$ 10.00	\$ 6,250.00
4	Sidewalk Ramp (Concrete) (6")	SF	150	\$ 15.00	\$ 2,250.00
5	Detectable Warning Surface	SF	20	\$ 40.00	\$ 800.00
6	Curb and Gutter (Sidewalk and Driveway Curb)	LF	44	\$ 35.00	\$ 1,540.00
7	Pavement Marking (Piano Keys Crosswalk)	LF	25	\$ 40.00	\$ 1,000.00
8	Inlet Top	Ea	1	\$ 2,000.00	\$ 2,000.00

Subtotal \$ 17,840.00

Contingency (10%) \$ 1,784.00

Survey (Not Verified) \$ 2,000.00

Design Engineering (Not Verified) \$ 5,300.00

Construction Administration/Observation (Not Verified) \$ 2,000.00

Total Construction Cost \$ 28,924.00

Notes:

1. Survey, design and CA/CO are all estimates

City of Roeland Park – Buena Vista Traffic and Sidewalk Study

Contract: 2020 Roeland Park On Call

Ordinance or Resolution:

Task Agreement No: 20-2

Funding Amount: \$14,905

Purchase Order No:

Project Title: Buena Vista Traffic and Sidewalk Study

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.): None

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

Provide a report regarding Buena Vista, from 53rd Street to Shawnee Mission Parkway. The report will include:

1. A Stop Sign Warrant Analysis at 53rd Street and Buena Vista in accordance with attached scope
2. Feasibility and cost to construct sidewalk on Buena Vista from 53rd St. to Shawnee Mission Parkway.
 - a. The study will include and update the previous study of the sidewalk located entirely on the east side.
 - b. The study will include up to 3 alternatives for construction of a sidewalk on the west side of the street, from 54th St. to Shawnee Mission Parkway.
3. The report will include the Stop Sign warrant analysis, feasibility, costs, and pros and cons of the studied sidewalk alignments.

Attend up to 2 meetings to coordinate the study and inform the Governing Body of the results.

City will provide:

- Crash reports (past 3 years) at 53rd and Buena Vista.
- Tube counts including speed data.
- Coordination with Traffic Engineer on locations and dates for tube counting.

Staff Signatures

Mayor:
Mike Kelly

City Administrator:
Keith Moody

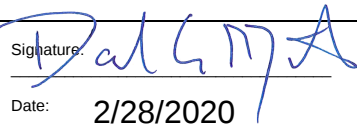
Signature: _____
Date: _____

Signature: _____
Date: _____

Partner Signatures

Division Manager:
Daniel G. Miller, P.E.

Company Principal (if different):
Tony O'Malley, P.E.

Signature: 
Date: 2/28/2020

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 **1/1/2017**.

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

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE Traffic and Sidewalk Study
 LOCATION Roeland Park
 DATE 2/28/2020

PROJECT #
 BY Dan Miller

Classification:	Civil Design	Senior Project	Project	Admin		
	Group Leader	Engineer	Designer IV	Asst.		
Associate:	Miller	Van Patten	McMurry	Nichols	Subtotal of	Subtotal of Fee
Hourly Rate:	\$220.00	\$116.00	\$100.00	\$78.00	Hrs per Item	per Item

Traffic and Sidewalk Study						
Base Map (from AIMS)		3	4		7	\$748.00
Concept Design 3 Alternates for West Sidewalk	2	16	4		22	\$2,696.00
Update East side Alternate/add to Study	1	4			5	\$684.00
Cost Estimate West Alternates		8			8	\$928.00
Intake Stop Warrant Information	1	2			3	\$452.00
Report	1	8	2	8	19	\$1,972.00
QA/QC and Meetings	6	3		2	11	\$1,824.00
Subtotal of Hours per Associate	11	44	10	10	75	
Subtotal of Fee per Associate	\$2,420.00	\$5,104.00	\$1,000.00	\$780.00		
				Labor Fee		\$9,304.00
				Reimbursables	5%	\$465.20
				Contingency	5%	\$465.20
Subtotal of Engineering Services						\$10,234.40
Subconsultant						
Merge Midwest Stop Warrant Analysis						\$4,671.00
				Subconsultant Fee		\$4,671.00
PROJECT TOTAL						\$14,905.40



February 24, 2020

Dan Miller, P.E.
Lamp Rynearson
9001 State Line Road, Suite 200
Kansas City, MO 64114

SUBJECT Traffic Engineering Services
 Buena Vista Stop Sign Warrant Analysis
 Roeland Park, KS

Dear Mr. Miller:

As requested, Merge Midwest Engineering, LLC has prepared this letter proposal to provide the requested traffic analysis in conjunction with the proposed sidewalk improvements on Buena Vista and the need for an all-way stop at Buena Vista & W. 57th Street

SCOPE OF SERVICES

To complete the required traffic analysis, Merge Midwest Engineering, LLC will provide the following services:

- A. Obtain and review crash reports for the last three years at the intersection of Buena Vista & W. 53rd Street. Review crash analysis to determine if five or more crashes have occurred at the intersection in a 12-month period that would be correctable by an all-way stop sign installation.
- B. Obtain 24-hour average daily traffic counts (ADT) for the northbound and southbound travel lanes of Buena Vista, and the eastbound and westbound travel lanes of W. 53rd Street. The 24-hour counts will be collected via video camera to capture pedestrian and bicycle activity, provided by Gewalt Hamilton Associates, Inc. and processed through Miovision.
- C. Obtain speed data for the northbound and southbound travel lanes of Buena Vista, and the eastbound and westbound travel lanes of W. 53rd Street. The speed data will be collected via tube counters or Hi-Star counters provided by Gewalt Hamilton Associates.

- D. Conduct intersection sight-distance measurements as prescribed by AASHTO's "*A Policy on Geometric Design of Highways and Streets*" at the intersection of Buena Vista and W. 57th Street.
- E. Prepare a written technical letter report including all supporting documentation, detailing the traffic analysis procedures, findings, and recommendations.
- F. Attend City Council meeting at City Hall.
- G. Attendance at any other meetings or public hearings will be charged on an hourly rate basis, upon your authorization.

SCHEDULE

Upon receipt of your written Notice to Proceed, the draft study report will be submitted to you for review and comment within four (4) weeks. The final study will be submitted to you within two (2) weeks after receipt of your comments on the draft study.

PROPOSED FEE

Merge Midwest Engineering, LLC will complete the work described in the above listed Scope of Services for a lump sum fee of Five Thousand Five Hundred Seventy-Five Dollars (\$5,575.00). Invoices will be submitted for work completed during the previous month, and will become due and payable within thirty (30) days.

ADDITIONAL WORK

Additional work that you may require will be charged on an hourly rate plus expense basis in addition to the lump sum fee, upon your authorization. Items specifically excluded from these traffic engineering services include, but are not limited to, attendance at additional meetings or public hearings, additional traffic counts not detailed above, computer simulation analyses, geometric layouts, construction cost estimates, or any other tasks not specifically detailed in the above Scope of Services.



We appreciate the opportunity to serve your traffic engineering service's needs. If you agree with the project scope, schedule, and fee, please sign the following project authorization form and return the original back to me.

Respectfully submitted,

Merge Midwest Engineering, LLC

A handwritten signature in blue ink that reads "Janelle M. Clayton".

Janelle M. Clayton, P.E., PTOE
President



I hereby authorize Merge Midwest Engineering, LLC to perform the tasks in the above Scope of Services. I acknowledge and agree with the listed project schedule and fee. I further agree to pay the monthly invoices from Merge Midwest Engineering, LLC for the services provided within thirty days of receipt.

Authorized by: _____

Title: _____

Date: _____

\$4,671.00

Online Form Submittal: Council Action Form

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

Fri 2/21/2020 11:17 AM

To: Nielsen, Kelley <knielsen@roelandpark.org>; Moody, Keith <kmoody@roelandpark.org>

Council Action Form

Governing Body Workshop Item Number	Field not completed.
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Council Item Number	Field not completed.
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Governing Body Workshop Item Date	Field not completed.
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Council Date	Field not completed.
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(Section Break)

Action Item Summary

Submission Date	2/21/2020
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Submitted By	Michael Rebne
--------------	---------------

Committee/Department	Public Works
----------------------	--------------

Action Item Type	Discussion
------------------	------------

Recommendation	We request that an agenda item to discuss the potential for converting the 53rd and Buena Vista intersection to a 3 way stop along with traffic study options for this issue as well as the issue of sidewalk alignment along Buena Vista from 53rd Street to 55th Street/Shawnee Mission Parkway.
----------------	--

Details	Signed by councilors Rebne, Kelly, Faidley, Hill, Dickens
---------	---

We have held a community meeting and taken many resident requests, petition signatures, and calls to fix this safety issue. We are also working with Fairway to make improvements here. This is a longstanding issue with community action going back at least 5 years.

(Section Break)

Financial Impact

Amount of Request	Field not completed.
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Budgeted Item?	Field not completed.
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Budgeted Amount	Field not completed.
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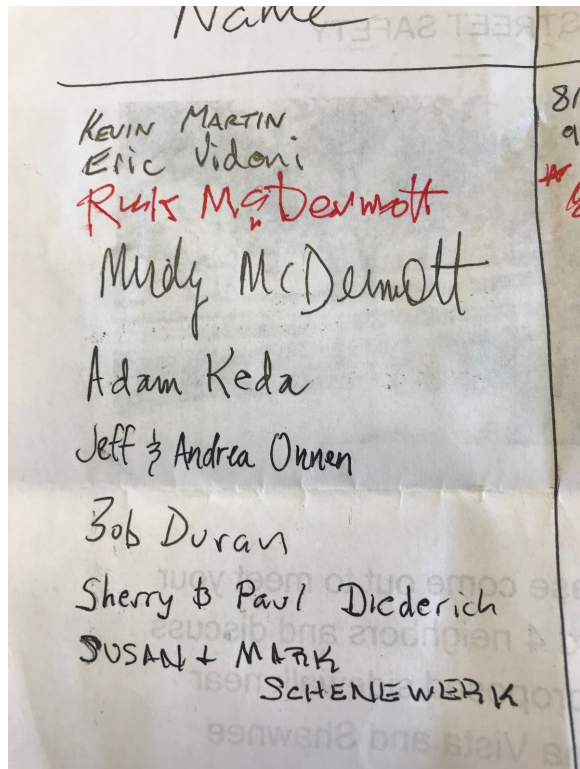
Paying Fund/Account	Field not completed.
---------------------	----------------------

10:00, February 15th, Cedar Roe Library

In attendance

Councilors Kelly, Rebne, and Faidley

Councilor Cotter, Fairway Ward 2



First Steps

- Councilors-- research and planning for 'phase 1' of this. Update community on findings and general council support.
- Residents--continue to gather support, petition sigs, speak at RP and Fairway council meetings, etc...
- 3 way stop at BV and 53rd
- Sidewalk from 54th Terr. to 53rd Street to begin with.
- Is east side of Buena Vista from 54th Terr to 53rd actually Roeland Park? AIMS says this. If so, task is likely easier.
- McDermotts in Fairway ready and eager to use their land for this.

Background to issue

What is primary objective? Safety and Walkability

Owner of dentist office did not want to move parking lot further east at construction, which would have lessened the barriers to building the sidewalk.

Two general proposals: Take sidewalk around south side of Einstein's, then either down west (RP) or east (Fairway?) side.

Details of discussion:

RP officials planning to meet with counterparts in Fairway

Fairway wants to do a traffic study, but govt. generally not supportive of adding this sidewalk

Can striping be changed on dentist lot to accommodate?

Can retaining wall on west side lots be adjusted, how expensive?

Property owner's on BV non supportive of changes for this

Dangerous for RP walkers, families, student-athletes in cross country

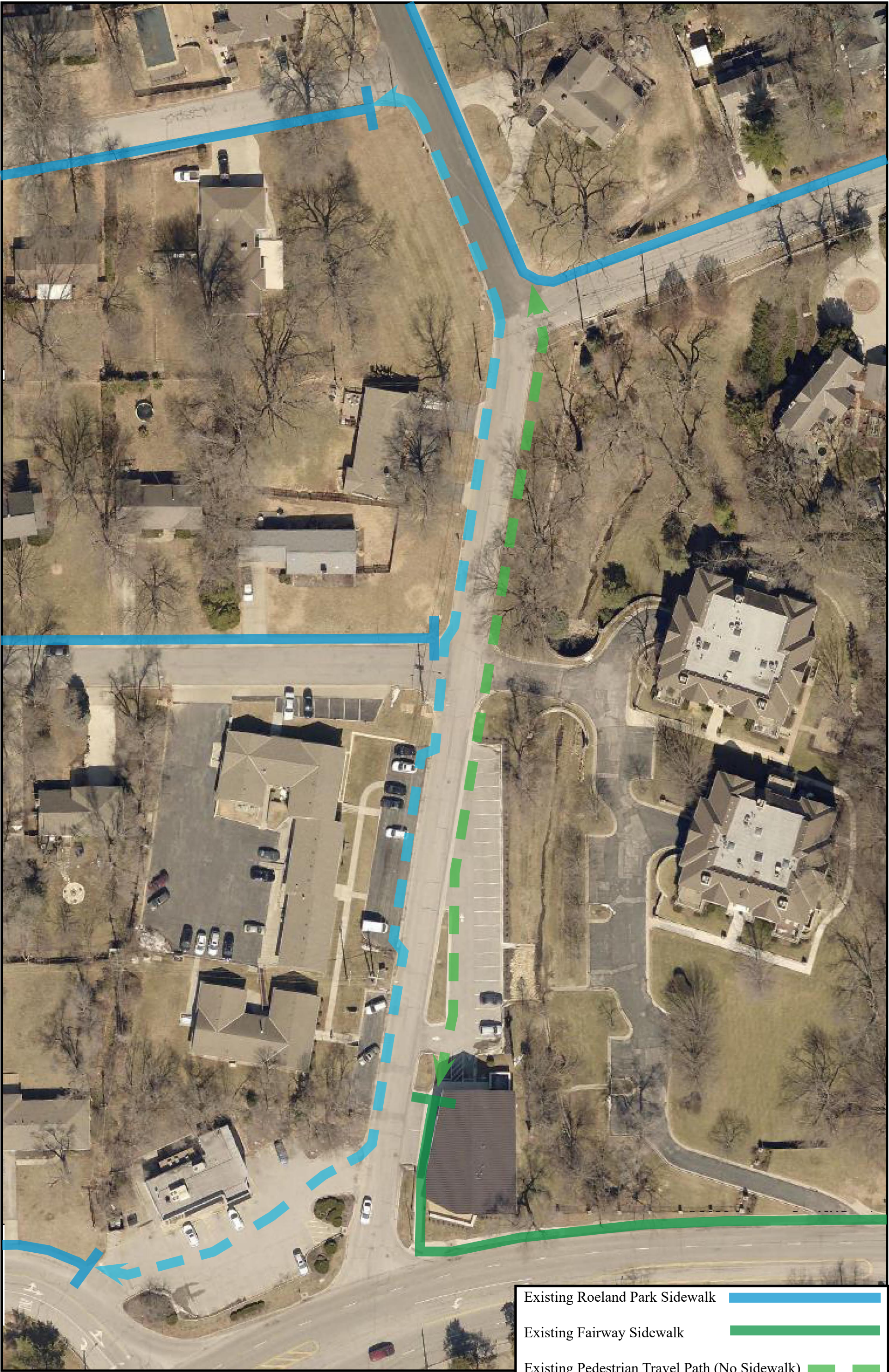
Can traffic light be installed for left turn into BV from SMPkwy? KDOT issue

What about a roundabout at BV and 53rd?

Place 3 way stop at 53rd and BV--traffic calming and safer at intersection

What is the easiest way to just get started

McDermott's own property north of dentist and are eager for land to be used for this.

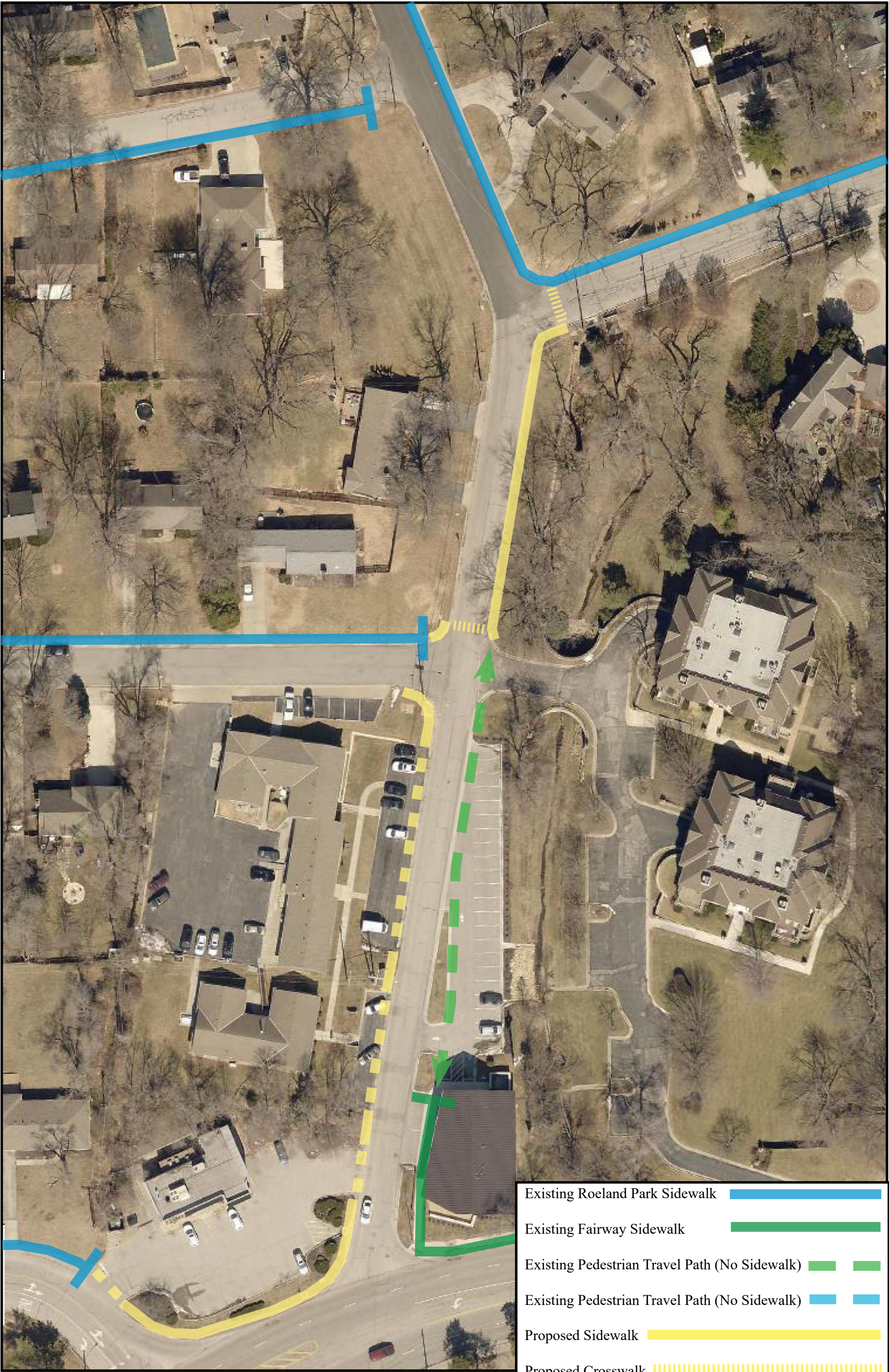


Existing Sidewalks

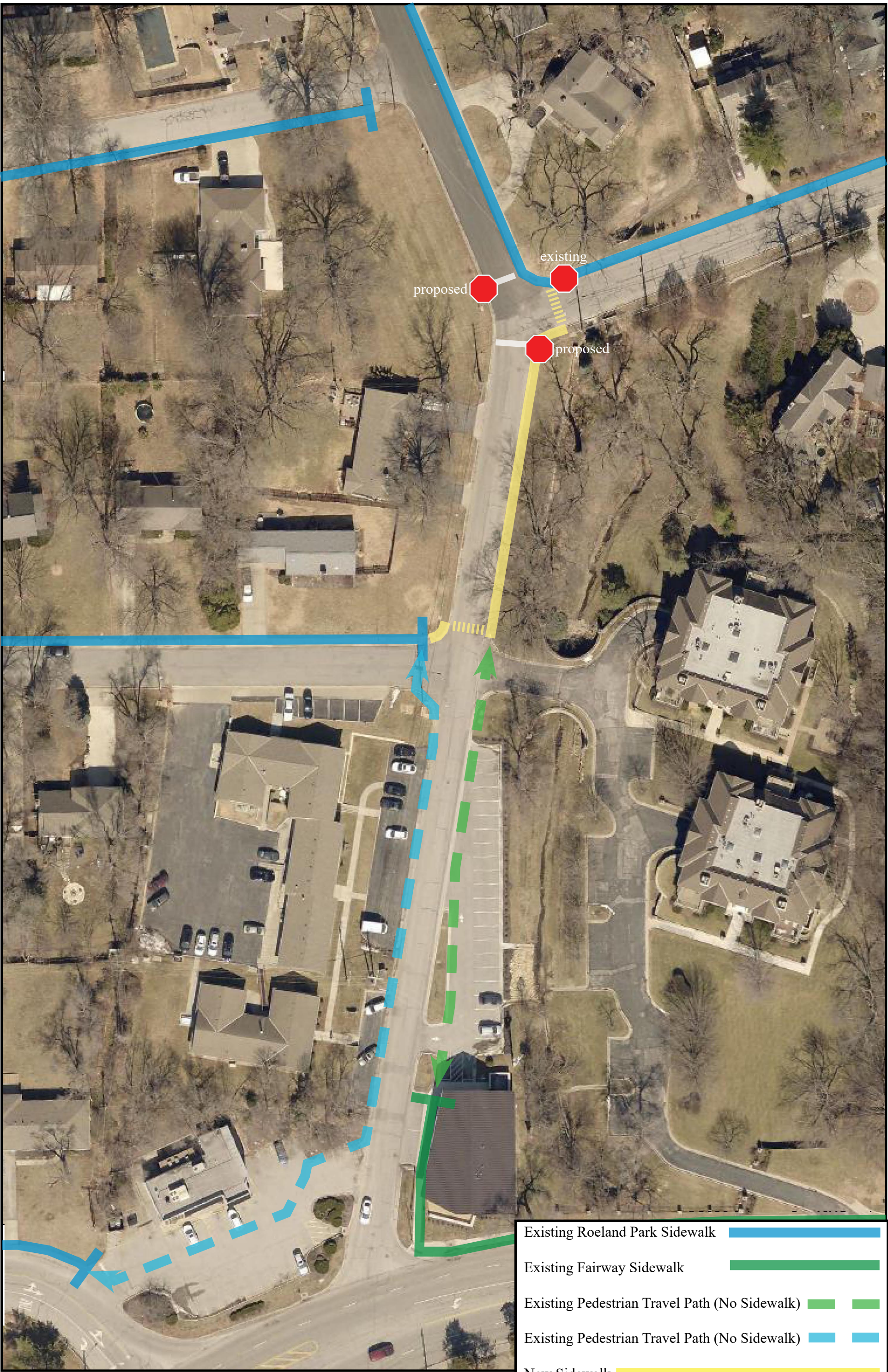
Existing Roeland Park Sidewalk	
Existing Fairway Sidewalk	
Existing Pedestrian Travel Path (No Sidewalk)	
Existing Pedestrian Travel Path (No Sidewalk)	



- Proposed Crosswalk
-



Buena Vista Sidewalks



Stop Signs and Sidewalks

Existing Roeland Park Sidewalk	
Existing Fairway Sidewalk	
Existing Pedestrian Travel Path (No Sidewalk)	
Existing Pedestrian Travel Path (No Sidewalk)	
New Sidewalk	
New Crosswalk	

Emails supporting sidewalk:

Rick and Mindy, Sara and Matt,

A big thank you for hosting these signs. I've already signed the petition, been to our meetings, and sat with you at City Council. So, I'm not sure my email means much other than to say thank you for continuing to visibly push the issue forward and make our communit(ies) more walkable.

Looking forward to continuing to work with you and I hope I see you out walking!

Eric Vidoni
5035 Clark Dr

From: **Lars Erickson** <lericksonm@gmail.com>
Date: Sat, Apr 4, 2020 at 10:13 AM
Subject: Sidewalk
To: <bvsidewalk@gmail.com>

Hi,

My name is Lars. I am a local resident. We need a sidewalk on newshound between 55th and Shawnee mission parkway. Having a sidewalk would make this area more walker friendly. I could elaborate as to the benefit of this.

Lars

Hello there!

We are emailing to help support the building of the sidewalk on Bueno Vista! We love to go for walks and runs but it makes it a huge safety issue when trying to do so down our street. Thank you for your help!

Best,

Addie Barry & Residents of 54th Ter

----- Forwarded message -----

From: **Matthew Jack** <mattjack@gmail.com>
Date: Tue, Mar 31, 2020 at 11:58 AM
Subject: BV Sidewalk
To: <BVsidewalk@gmail.com>

Hello!

I am new to the neighborhood and own a 4 year old golden retriever who LOVES walks.

We recently moved to Roeland Park from Prairie Village and I must say, some of the things we miss most are the abundance of sidewalks and parks. Luckily, we've found some new places to play and walking paths. However, as someone who lives on 54th Ter, I've found it very dangerous to walk from my house to said places, mainly due to the lack of a sidewalk in this area on Buena Vista. Our options are to walk in the street (which is very dangerous at due to the amount of speeders on the street) or to trample through the mud or somebody's yard. Not great choices!

The rest of the street, both north and south, have a sidewalk, so I'm not sure why this spot does not. I've seen many people walking their dogs and also kids riding bikes and walking in this area. I believe this is a safety issue that absolutely needs addressing.

Thanks for the consideration,
Matt

From: **Robert Williams** <robertew54@gmail.com>
Date: Sun, Mar 29, 2020 at 5:34 PM
Subject: Buena Vista sidewalk
To: bvsidewalk@gmail.com <bvsidewalk@gmail.com>

This is the only park of my typical dog walk trail that's without a sidewalk! Very annoying. It's going to be mud forever without a sidewalk to keep people off the grass.

Date: Tue, Mar 24, 2020 at 11:02 PM

Subject: Sidewalk

To: <bvsidewalk@gmail.com>

My family lives in the area, and we would very much like to see a sidewalk.

Thank you for researching this issue.

The Kremer family

Roland Park residents here. Would love to see a Buenavista walking space. A sidewalk is desperately needed along the stretch between 53rd street and Shawnee mission.

Saw the sign, definitely for this initiative- Let me know if you need anymore info yes please to safer walking in our neighborhood!

Kerstin & cory robertson

Mission. We walk (and bike) a lot.

Steven Hooper
5600 Russell Avenue
Mission, KS 66202
United States
addy.co/russell

Yes, we do need a sidewalk on Buena Vista for the safety of all.

How can we help to get one?

Michelle & Mark Maurer
Roeland Park residents

We would love to see a sidewalk there. This is the only part of our daily walk where there is no sidewalk. It gets very muddy and we end up walking in the street.
Thank you for helping with this.
Jorge and Judi Albors

----- Forwarded message -----

From: **William Baker** <williamobaker@yahoo.com>
Date: Thu, Mar 5, 2020 at 3:37 PM
Subject: PLEASE Support the Sidewalk!!!
To: bvsidewalk@gmail.com <bvsidewalk@gmail.com>

As a 15-year homeowner around the corner from this important stretch and as a business owner across the street from it for over 20+ years, **I fully support the sidewalk for Buena Vista Street**

There is NO downside and safety will be improved immensely. I walk this stretch almost every single day.

You have my 1000% support and the full support of our family of five

Dr. William O. Baker, Personal E-mail Account

Citizens' Petition ~~X~~ Roeland Park

We, the undersigned residents of Roeland Park and Fairway, support the addition of a sidewalk between 55th street and Buena Vista and along east side of Buena Vista between Shawnee Mission Parkway and 53rd Street. We have determined that the area is unsafe for bikers and pedestrians of all ages and is essential that these changes be made.

[illegible]

Citizens' Petition

We, the undersigned residents of Roeland Park and Fairway, support the addition of a sidewalk between 55th street and Buena Vista and along east side of Buena Vista between Shawnee Mission Parkway and 53rd Street. We have determined that the area is unsafe for bikers and pedestrians of all ages and is essential that these changes be made.

Printed Name	Signature	Full Address	Phone	Email
David Collier	David W. Collier	4500 W. 55 th St RP 66205		dwcollier@peoplepc.com
Shawn Sterling	Shawn Sterling	4000 W. 55 th St RP 66205		
Nathan Leese	Nathan Leese	5443 Grange Ln 66205	817 606 434	nathan_leese@yahoo.com
Angel G. Bason	Angel G. Bason	4321 W. 54 th Terr. 66205	913-228-6836	angel197574@yahoo.com
Cindy Blackwood	Cindy Blackwood	4501 W. 54 th Terr 66205	913-991-4719	cindy.blackwood@comcast.net
Emily Wolf	Emily Wolf	4319 W. 54 th Terr	540 451240	blackwood.cindy@aol.com
GARY LONG	GARY LONG	4315 W. 54 th Terr		golong@swbell.net
Betty Walters	Betty Walters	4307 W. 54 th Terr		bjwalt@live.com
Michael Wolfe	Michael Wolfe	4219 W. 54 th Terr	913-378-7162	mikewolfe78@gmail.com
Matt Jack	Matt Jack	4215 W. 54 th Terr	580 763 1535	
Chris Woods	Chris Woods	4115 W. 54 th Terr	913-908-7151	
Stephanie Mertel	Stephanie Mertel	4105 W. 54 th Terr.	913 485-1789	stephanie.mertel@gmail.com

Printed Name	Signature	Full Address	Phone	Email
MICHAEL WOLFE	Michael Wolfe	4219 W. 54 th Terr	913-378-7162	mikewolfe
Dianna Moser	Dianna Moser	4220 W. 54 th Terr.		
Mary Ventura	Mary Ventura	4110 W. 54 th Terr		
Doreen Miller	Doreen Miller	4400 N. 54 th Terr		

Citizens' Petition * Fairway

We, the undersigned residents of Roeland Park and Fairway, support the addition of a sidewalk between 55th street and Buena Vista and along east side of Buena Vista between Shawnee Mission Parkway and 53rd Street. We have determined that the area is unsafe for bikers and pedestrians of all ages and is essential that these changes be made.

Printed Name	Signature	Full Address	Phone	Email
Mindy McDermott	M McDermott	3925 W 53 rd Street Fairway	913-488-3925	medermott.ms@gmail
Rich McDermott	Rich McDermott	H H H H	816.665.3725	richmcd richmcd@gmail
Kathy Harland	Kathy Harland	5318 Chadwick Fairway	913-209-9054	chickharland@sbcc.edu.net
Therese Bergman	Therese Bergman	3915 W 53 rd St Fairway	913-831-7142	theresbergman@icloud.com
Anne Devaney	Anne Devaney	3915 W 53 rd St Fairway	913-831-7142	anne.devaney@gmail.com
Robin Hart	Robin Hart	5400 Nesho Lane Fairway KS	913-432-8042	rmhart@gmail.com
Andrea Lloyd	Andrea Lloyd	5420 Prairie Lane Fairway	816-560-1003	andrea.lloyd@att.net
Gail Regan	Gail Regan	5419 Mohawk Ln Fairway	913-558-7089	gailregan@gmail.com
Nancy Stark	Nancy Stark	5600 Mission Rd Fairway	913-384-2304	nancystark@gmail.com
Jane Hess	Jane Hess	5429 Prairie Ln Fairway	913-236-4176	jane.hess@gmail.com
Michael Tansley	Michael Tansley	5635 Shawnee Rd, Fairway	913-485-7550	mtansley@att.net
Beau Jackson	Beau Jackson	5418 Nesho Lane Fairway	316-213-9840	beaujackson12@hotmail.com
Suzanne Aaron	Suzanne Aaron	5535 Mission Rd	913-530-6279	suzanne.aaron@gmail
Therese Bergman	Therese Bergman	5406 Mission Rd	913-362-5406	theresbergman@gmail.com

Make Buena Vista Safer for Pedestrians

[View Petition](#)
[Back to Dashboard](#)

Signatures

[Edit Petition](#)
[More ▾](#)

Share for Success!



Make Buena Vista Safer for Pedestrians

Signatures: 17 (goal: 1000)

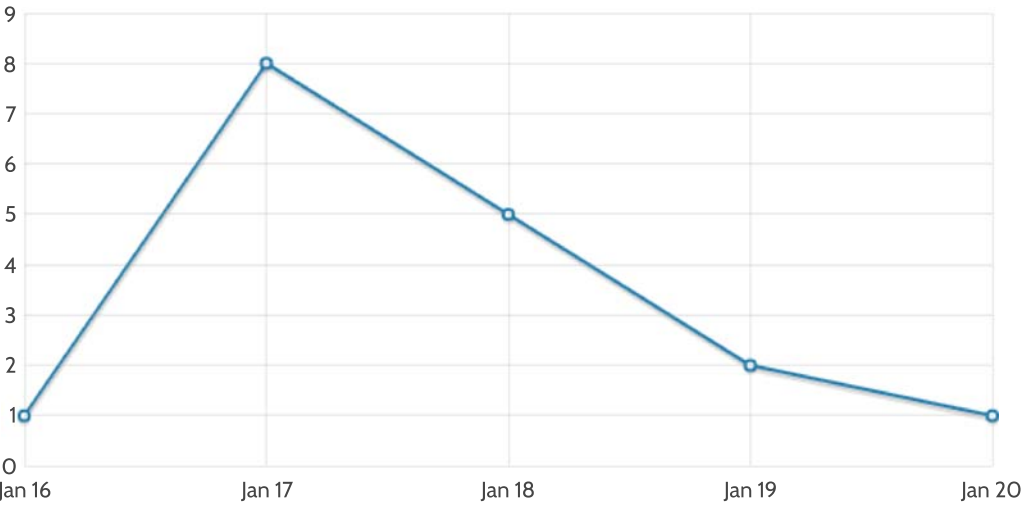
Signatures in last 24 hours: 0

[Download signatures as a CSV file](#)

#	Name	Comment	Created On	Actions
17	 Sandra Billinger	This is so needed! Thank you for leading!	January 20, 2020, 6:12 PM	i 🗑️
16	 Laura Thomas	-	January 19, 2020, 9:33 PM	i 🗑️
15	 Janis Reeves	We walk down Buena Vista to 55th often. The area south of 53rd is very pedestrian "unfriendly" and dangerous with cars turning out of businesses and cars turning north off of Shawnee Mission Parkway. A sidewalk on Buena Vista between SM Pkwy and 53rd St would help improve the safety of this area.	January 19, 2020, 12:03 PM	i 🗑️
14	 Mary Jane Fernandez	Whatever happened to the law,"Pedestrians have the Right of Way"? Does anybody care anymore?? Respect living beings!	January 18, 2020, 7:20 PM	i 🗑️
13	 James Constant	-	January 18, 2020, 3:12 PM	i 🗑️
12	 Janice Constant	-	January 18, 2020, 3:07 PM	i 🗑️
11	 Donald Faidley	-	January 18, 2020, 1:13 AM	i 🗑️
10	 James Upton	This sidewalk and safe crosswalks are badly needed.	January 18, 2020, 1:12 AM	i 🗑️

#	Name	Comment	Created On	Actions
9	 Sara	-	January 17, 2020, 10:55 PM	 
8	 Ardie Davis	-	January 17, 2020, 9:59 PM	 

Signature History





Matthew Lero <bvsidewalk@gmail.com>

Sidewalk please!!

Addie Barry <addiebarry20@gmail.com>
To: BVsidewalk@gmail.com

Wed, Apr 1, 2020 at 10:55 AM

Hello there!

We are emailing to help support the building of the sidewalk on Bueno Vista! We love to go for walks and runs but it makes it a huge safety issue when trying to do so down our street. Thank you for your help!

Best,

Addie Barry & Residents of 54th Ter



Matthew Lero <bvsidewalk@gmail.com>

Sidewalk support

Andrea Onnen <andio@att.net>

Tue, May 5, 2020 at 9:47 PM

To: "BVsidewalk@gmail.com" <BVsidewalk@gmail.com>

To whom it may concern:

We fully support the construction of a sidewalk or some other traffic mitigation measures on Buena Vista from 53rd street to SM Parkway. In our household, we are runners and walkers and often walk this section of Buena Vista. Trying to get to SM Parkway from 53rd can be very treacherous given that Buena Vista is a very busy road. We appreciate your consideration of our community's safety.

Respectfully,
Jeff and Andrea Onnen
5334 Clark Dr



Matthew Lero <bvsidewalk@gmail.com>

Sidewalk in Roeland Park

Ashley Rovirosa <arovirosa33@gmail.com>

Tue, Apr 28, 2020 at 2:52 PM

To: bvsidewalk@gmail.com

Hello,

I'm very much in favor of there being a sidewalk put in on Buena Vista St in Roeland Park, KS.

I'm a Roeland Park resident and my husband and I bought a house in the neighborhood largely because of the beautiful location with big trees, parks, and young families. My husband and our dog go for walks regularly and one day, plan on starting a family. Buena Vista is a busy street and I'll not feel comfortable walking with a stroller. I worry about young kids in the neighborhood (there are many) riding their bike or walking down the street, where there isn't a sidewalk.

Thank you for your time and consideration.

Ashley Rovirosa



Matthew Lero <bvsidewalk@gmail.com>

Back yard cleanup

Connor Basnight <cbasnight21@gmail.com>

Tue, Mar 31, 2020 at 2:00 PM

To: Buena Vista Sidewalk <bvsidewalk@gmail.com>

Hey Matt! What is your address? I'll swing by tomorrow and take a look. Also, I'm 100% on board with your cause, definitely need a sidewalk on Buena!

[Quoted text hidden]

--

Connor Basnight
Basnight Lawn Care
913-850-2442



Matthew Lero <bvsidewalk@gmail.com>

Thank you

Eric Vidoni <vidoni.e.d@gmail.com>
To: BVsidewalk@gmail.com

Thu, Mar 5, 2020 at 8:56 AM

Rick and Mindy, Sara and Matt,

A big thank you for hosting these signs. I've already signed the petition, been to our meetings, and sat with you at City Council. So, I'm not sure my email means much other than to say thank you for continuing to visibly push the issue forward and make our communit(ies) more walkable.

Looking forward to continuing to work with you and I hope I see you out walking!
Eric Vidoni
5035 Clark Dr.



Matthew Lero <bvsidewalk@gmail.com>

Sidewalk on Buena Vista

Erin Ives <erinives4@gmail.com>

Fri, May 8, 2020 at 6:19 PM

To: "bvsidewalk@gmail.com" <bvsidewalk@gmail.com>

Hi there,

I'm writing today to request that the City of Roeland Park please put a sidewalk in on Buena Vista, specifically between 54th Terrace and 53rd Street. We live on 54th Terrace and take walks every day. Trying to pop the curb and walk in the grass with a double stroller isn't easy, and we instead find ourselves having to be in harms way in the street. Please consider adding a sidewalk to this stretch.

Thank you for your time and we look forward to hearing more on this.

The Ives Family



Matthew Lero <bvsidewalk@gmail.com>

Sidewalk

J Albors <lostgrandparents@gmail.com>

Sat, Mar 7, 2020 at 12:41 PM

To: BVsidewalk@gmail.com

We would love to see a sidewalk there. This is the only part of our daily walk where there is no sidewalk. It gets very muddy and we end up walking in the street. Thank you for helping with this.

Jorge and Judi Albors



Matthew Lero <matthew.lero@gmail.com>

Roeland Park Buena Vista Concerns

Jeffrey Brent <jfb@jeffbrent.com>

Wed, Apr 22, 2020 at 6:55 AM

To: Matthew Lero <matthew.lero@gmail.com>

Good point I hadn't thought about getting a traffic count while the schools are closed. I had seen traffic counts somewhere online before but I don't know how old or accurate they are. Maybe that only included the main road Shawnee Mission Parkway is the only one I remembered.

Please try parking at heartland parking Spots sometime. It is so shallow and they have not had any lines since they seal coated about a year and a half ago. I did request from the owner that they put liens back. We don't want to be mean neighbors and put up threatening signs and tow cars and all of that but it's been a big problem with people from both office buildings parking in our lot because it is so darn inviting :-)) or it would be a problem if we are fortunate to grow to our capacity that is. Not sure if those parking spots could be tweaked plus having a sidewalk without cutting into the hill all way back to the foundation seems like a nice lot behind the building would make the most sense with the driveway between them and Einstein's. I think they already rent a couple parking spots behind the building from the lot next-door. Could probably tie in to that but it would not be intuitive to heartland visitors how to get to those parking spots and people would use our spots even more so I would NOT be in favor of that solution. But that's just my thought. It's always easy to suggest how to spend other peoples money... But whatever the solution ends up being, if there is any cooperation needed from the Fairway side of the street I would strongly insist that the parking on Roland Park side be improved so that our lot is not the parking spot of choice please.

Keep in touch, be well

Jeff

On Apr 21, 2020, at 11:11 PM, Matthew Lero <matthew.lero@gmail.com> wrote:

[Quoted text hidden]



Matthew Lero <matthew.lero@gmail.com>

Roeland Park Buena Vista Concerns

Jeffrey Brent <jfb@jeffbrent.com>
To: matthew.lero@gmail.com

Tue, Apr 21, 2020 at 5:17 PM

Matthew,

Your email was forwarded to me as the building owner. As a Fairway resident and parent of young children, I'm happy to see neighbors working on anything to improve safety. And thanks for the compliment on the building. Most seem to like it (or not share), but can't please everyone as you know I'm sure.

If you've walked the street as you mention then you may have enjoyed the sidewalk which I placed at my expense to carry people from SM Parkway's sidewalk up, around the building and to the level of the parking lot. Much safer than previous. And you likely walked the safety of our usually-calm parking lot as many do. (Though of course we cannot invite use as a designated engineered walkway, we have not prevented anyone from using it as such if they feel it safer than the street)

At the time of construction, the site was a challenging one, tapering to only 17 feet(?) or so at the North end and requiring many compromises/variances to make it work. The only "non-sidewalk/non-parking lot/non-curb cut" now along our side of Buena Vista is our tiny grassy island. The island and its two trees were needed for greenspace/permeable area and tree calculations in the City of Trees.

I have no objection to a sidewalk North of our property in and of itself, the City may do as it pleases in the ROW. But if the presumed goal is walking to Einsteins (though I'm sure the dental team wishes everyone was rushing for a teeth cleaning), I am as a concept (though haven't acted to oppose) against anything that guides people to our property and then suggests that it is safe to cross Buena Vista at that point.

But again, it hasn't been and isn't my call.

I'm not a civil engineer, but have crossed that street many times and as your email implies, cars come off SM Pkwy fast and I do not believe it safe to cross BV that close to SMPkwy.

If people cross up at the relative safety (I'd assume) of the intersection to our North, there's a sidewalk already mostly the length of that bigger office building already. Then one comes to the Heartland building. It's parking spots are way sub-code so that cars hang out into the street even at a 60 degree angle (estimating here). Their spots are so sub-optimal that their employees and visitors use my spots. Maybe that area becomes a sidewalk and tiny green buffer, and Heartland benefits from code-compliant spots with a new lot behind their building? I don't know the owners but if RP

Best of luck with finding a solution to improve this great though busy and challenging street, I do think your motives are good ones.

Jeff Brent
McBrenty, LLC



Matthew Lero <bvsidewalk@gmail.com>

Sidewalk on Buena Vista and 53rd to Shawnee Mission Parkway

Wagner, Joe <Joe.Wagner@fbmsales.com>

Sun, May 3, 2020 at 10:36 AM

To: "bvsidewalk@gmail.com" <bvsidewalk@gmail.com>

For the safety of those who walk this stretch, please put a sidewalk here. Especially dangerous at night or early in the morning before the sun comes up.

2 attachments



IMG_0504.jpg
3009K

 ATT00001.txt
1K



Matthew Lero <bvsidewalk@gmail.com>

A sidewalk

John Schaefer <canonjohn40@gmail.com>
To: bvsidewalk@gmail.com

Thu, Apr 30, 2020 at 3:46 PM

Yes, it would be useful and safer to have a sidewalk on the east side of Buena Vista between 53rd St. and 54th Terrace.

Sincerely, John Schaefer, member of the Board of the William Baker Chorale Foundation (5450 Buena Vista)



Matthew Lero <bvsidewalk@gmail.com>

Buena Vista Sidewalk

Julie Lane <jlane4@sbcglobal.net>

Fri, Apr 24, 2020 at 2:01 PM

Reply-To: "jlane4@sbcglobal.net" <jlane4@sbcglobal.net>

To: "Bvsidewalk@gmail.com" <Bvsidewalk@gmail.com>

To whom it may concern,

Please consider and make happen extending the sidewalk on Buena Vista to Shawnee Mission Pkwy. I don't care which city funds it, or if both cities split the cost. Thank you for your time.

Julie Lane
Roeland Park

[Sent from AT&T Yahoo Mail on Android](#)



Matthew Lero <bvsidewalk@gmail.com>

Sidewalk - yes!

Kerstin Robertson <kerstinrobertson123@gmail.com>

Sun, Mar 8, 2020 at 4:36 PM

To: bvsidewalk@gmail.com

Roland Park residents here. Would love to see a Buenavista walking space. A sidewalk is desperately needed along the stretch between 53rd street and Shawnee mission.

Saw the sign, definitely for this initiative- Let me know if you need anymore info yes please to safer walking in our neighborhood!

Kerstin & cory robertson

k-ro on the go



Matthew Lero <bvsidewalk@gmail.com>

Sidewalk on buena vista

Kimy <kimberly.garvey11@gmail.com>
To: bvsidewalk@gmail.com

Sat, Apr 18, 2020 at 1:54 PM

Yes we would love a sidewalk!! Walking on that road with a stroller for 2 kids is scary! Please please put in a sidewalk!

Thank you!

Kimy

Sent from my iPhone



Matthew Lero <bvsidewalk@gmail.com>

Sidewalk

jqlucky@aol.com <jqlucky@aol.com>
To: bvsidewalk@gmail.com

Tue, Mar 24, 2020 at 11:02 PM

My family lives in the area, and we would very much like to see a sidewalk.

Thank you for researching this issue.

The Kremer family



Matthew Lero <bvsidewalk@gmail.com>

Sidewalk

Lars Erickson <lericksonm@gmail.com>

Sat, Apr 4, 2020 at 10:13 AM

To: bvsidewalk@gmail.com

Hi,

My name is Lars. I am a local resident. We need a sidewalk on newshound between 55th and Shawnee mission parkway. Having a sidewalk would make this area more walker friendly. I could elaborate as to the benefit of this.

Lars

Sent from my iPhone



Matthew Lero <bvsidewalk@gmail.com>

Buena Vista sidewalk - yes

Michelle Maurer <michmmaurer@gmail.com>

Sun, Mar 8, 2020 at 9:32 AM

To: bvsidewalk@gmail.com

Yes, we do need a sidewalk on Buena Vista for the safety of all.

How can we help to get one?

Michelle & Mark Maurer
Roeland Park residents

Sent from my iPhone



Matthew Lero <bvsidewalk@gmail.com>

Yes to sidewalk!

Miel Castagna-Herrera <mielcastagna@yahoo.com>

Fri, Apr 10, 2020 at 5:55 PM

To: BVsidewalk@gmail.com

Unequivocally yes to a sidewalk ! When I walk my dog down that part of BV To SMP I'm always so scared to have my dog or myself hit by a car. It would make it so much safer and so much more pleasant to feel safe on that stretch.

Thank you,

Miel Herrera

5230 Buena Vista St

Roeland Park, KS 66205

(575) 779-5712

Sent from my iPhone



Matthew Lero <bvsidewalk@gmail.com>

Buena Vista sidewalk

Robert Williams <robertew54@gmail.com>
To: "bvsidewalk@gmail.com" <bvsidewalk@gmail.com>

Sun, Mar 29, 2020 at 5:34 PM

This is the only park of my typical dog walk trail that's without a sidewalk! Very annoying. It's going to be mud forever without a sidewalk to keep people off the grass.



Matthew Lero <bvsidewalk@gmail.com>

Good idea

AT&T Online Services <slane16@sbcglobal.net>
Reply-To: AT&T Online Services <slane16@sbcglobal.net>
To: "Bvsidewalk@gmail.com" <Bvsidewalk@gmail.com>

Fri, Apr 24, 2020 at 6:29 PM

A sidewalk at Shawnee Mission Parkway and Buena Vista would be a great idea.

Scotty LaneMiners Bluff BandLike us: [facebook.com/MBB.ScottyLane](https://www.facebook.com/MBB.ScottyLane)



Matthew Lero <bvsidewalk@gmail.com>

Support

Shawn Sanem <shawnsanem@gmail.com>

Tue, Apr 21, 2020 at 9:45 PM

To: BVsidewalk@gmail.com

I am a Roeland park resident and support a sidewalk on Buena Vista

Thanks

Shawn sanem



Matthew Lero <bvsidewalk@gmail.com>

Sidewalk please!

steph.schifferdecker <steph.schifferdecker@gmail.com>
To: bvsidewalk@gmail.com

Mon, Apr 6, 2020 at 8:21 PM

I would love there to be a sidewalk here so I don't have to finish up my run in the street. It'll be safer.

Thanks for your time,
Stephanie Schifferdecker
4119 w 53rd terr

Sent from my Sprint Samsung Galaxy S7.



Matthew Lero <bvsidewalk@gmail.com>

Yes! Sidewalks everywhere...

Steven Hooper <shoobe01@gmail.com>

Sun, Mar 8, 2020 at 3:19 PM

To: bvsidewalk@gmail.com

...but very much here. Deadly at rush hours.



20200308_151818.jpg
8732K



Matthew Lero <bvsidewalk@gmail.com>

PLEASE Support the Sidewalk!!!

William Baker <williamobaker@yahoo.com>

Thu, Mar 5, 2020 at 3:37 PM

Reply-To: William Baker <williamobaker@yahoo.com>

To: "bvsidewalk@gmail.com" <bvsidewalk@gmail.com>

As a 15-year homeowner around the corner from this important stretch and as a business owner across the street from it for over 20+ years, **I fully support the sidewalk for Buena Vista Street**

There is NO downside and safety will be improved immensely. I walk this stretch almost every single day.

You have my 1000% support and the full support of our family of five

Dr. William O. Baker, Personal E-mail Account
913-488-7524

www.ChoralFoundation.org

www.FestivalSingers.org

www.LeipzigDoor.blog

Item Number: Ordinances and Resolutions:- IX.-
 A.
Committee 6/15/2020
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 5/29/2020
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Resolution 679 Amending the Boulevard Apartments
Development Agreement**
Item Type: Resolution

Recommendation:

Staff recommends approving the amendment to the Boulevard Apartments Development Agreement.

Details:

The bonds issued for improvements at the Boulevard Apartments have been retired. The owners of the Boulevard Apartments would like the agreement to be amended to reflect that this liability no longer exists. This was a request of the financial institution they are working with on a refinancing. The property lies within TIF 3, which is set to expire on 5/17/25. The amendment will have no impact upon the expiration date or the TIF resources collected.

Financial Impact

Amount of Request: \$0	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
▣ Resolution 679	Cover Memo
▣ City Attorney Memo Concerning Boulevard Apartments Development Agreement Amendment	Cover Memo
▣ Boulevard Apartments Development Agreement 1999	Cover Memo
▣ 1st Amendment to the Boulevard Development Agreement	Cover Memo

Stewart
99040023

2986563

80 FILED
JOHNSON COUNTY, KANSAS
Loan No. 1999 MAY -6 P 3 55.6

**COLLATERAL ASSIGNMENT OF
TIF AGREEMENT AND RELATED ITEMS**

SARA F. ULLMANN
REGISTER OF DEEDS

(SECURITY AGREEMENT)

WHEREAS, MERCANTILE BANK, a Kansas banking corporation ("Lender") is about to make a loan to Roe Associates, L.L.C., a Missouri limited liability company (the "Assignor") in the amount of Eight Hundred Thousand Dollars (\$800,000.00) (the "Loan") which Loan shall be secured by a Second Mortgage, Assignment, Security Agreement and Financing Statement (the "Mortgage") and evidenced by a promissory note of even date herewith, said Mortgage to encumber certain property located in Johnson County, Kansas, and more particularly described in **Exhibit "A"** attached hereto and made a party hereof (the "Land"), and any improvements thereon.

WHEREAS, Assignor has entered into that certain Development Agreement ("TIF Agreement") with the City of Roeland Park, Kansas, a preliminary copy of which is attached hereto as **Exhibit "B"**; and

WHEREAS, as a condition of making the loan, Lender required Assignor to assign all of its right, title and interest in and to the final TIF Agreement (to be substantially similar to **Exhibit "B"** attached hereto), any bonds issued thereunder or any proceeds therefrom, and Assignor has agreed thereto.

NOW, THEREFORE, for the better securing of the payment of the Loan and other good and valuable considerations paid to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby assign, grant, bargain and convey to Lender all of Assignor's right, title and interest in and to the following:

The TIF Agreement, any bonds issued thereunder and any and all proceeds therefrom, as well as any and all contracts and subcontracts now or hereafter existing with respect to the rehabilitation of the Boulevard Apartments (formerly known as Roe Village Apartments), located on the Land, together with all payment and performance bonds securing the obligations thereof.

To protect the security of this Assignment, Assignor agrees to perform and discharge each and every provision, term and obligation under all of the matters and items hereby assigned on the part of Assignor to be performed pursuant thereto; and Assignor further agrees not to terminate or modify any of the material terms, provisions or conditions under any of the matters and items assigned hereunder without obtaining the prior written consent (not to be unreasonably withheld or delayed) of Lender in each instance.

Assignor warrants that Lender shall not be under any obligation to perform any of the terms and provisions of the items and matters assigned hereby. Nothing contained herein shall be construed to impose any liability upon Lender by reason of the Assignment granted hereby.

This Assignment shall be in full force and effect as of the date hereof, but until the occurrence of an "Event of Default" as defined in the Loan Agreement, Assignor shall have the right to take all action with respect to the items and matters assigned hereby.

This Assignment is a security agreement under the Kansas Uniform Commercial Code for the purpose of creating a lien on the personal property described herein.

This Assignment shall be binding upon the Assignor and other parties, if any, executing this Assignment and their respective successors and assigns, and shall inure to the benefit of the Lender, its successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment the 22nd day of April, 1999.

ROE ASSOCIATES, L.L.C.,
a Missouri limited liability company

By: N.F. Management, L.L.C.,
a Missouri limited liability company, its Manager

By: [Signature]
Paul S. Fingersh, its Member

ASSIGNOR

STATE OF Kansas)
COUNTY OF Johnson) ss.

On this 22nd day of April, 1999, before me appeared Paul S. Fingersh to me personally known, who being by me duly sworn did say that he is a member of NF Management, L.L.C., a Missouri limited liability company which is the Manager of Roe Associates, L.L.C., a Missouri limited liability company and that said instrument was signed in behalf of said Roe Associates, L.L.C. by authority of its manager, and said Paul S. Fingersh acknowledged said instrument to be the free act and deed of said Roe Associates, L.L.C. through its manager NF Management, L.L.C.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 8/13/00
JOYCE A. ZIMMERMAN
Notary Public - State of Kansas
Commissioned in Johnson County

EXHIBIT "A"
LEGAL DESCRIPTION

All that part of the North Half of the Northwest Quarter of Section 4, Township 12, Range 25, in Johnson County, Kansas, described as follows: Beginning at the intersection of the North line of said Section 4 with the Southwesterly right-of-way line of 18th Street Expressway, as described in File No. 523234 and recorded in Book 390 of Deeds, at Page 409 in the Register of Deeds Office of said Johnson County, Kansas; thence South 89 degrees 58 minutes 57 seconds West along said North line a distance of 987.03 feet; thence South 0 degrees 20 minutes 17 seconds East, parallel with the West line of said Section 4 a distance of 795.79 feet to a line that is parallel with and 525 feet North of, measured at right angles, the South line of said North Half; thence North 89 degrees 40 minutes 49 seconds East along said parallel line a distance of 928.26 feet to a point 335 feet West of the Northeast corner of the tract of land condemned for school purposes in District Court Case No. 19863; thence South 0 degrees 19 minutes 11 seconds East 80 feet; thence North 89 degrees 40 minutes 49 seconds East, 275 feet; thence South 17 degrees 08 minutes 46 seconds West 466.50 feet to a point in said South line of the North Half 100 feet East of the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 4; thence North 89 degrees 40 minutes 49 seconds East along said South line a distance of 826.59 feet to said Southwesterly right-of-way line of 18th Street Expressway; thence Northwesterly along said right-of-way line to the point of beginning, now known as ROE VILLAGE, a subdivision in the City of Roeland Park, Johnson County, Kansas.

EXHIBIT "B"
TAX INCREMENT FINANCING AGREEMENT

DEVELOPMENT AGREEMENT

**by and between the
CITY OF ROELAND PARK, KANSAS**

and

ROE ASSOCIATES, L.L.C.

DATED MARCH __, 1999

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EXHIBIT 6 - LANDSCAPING PLAN

**REDEVELOPMENT PROJECT
DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by and among the CITY OF ROELAND PARK, KANSAS, a municipal corporation duly organized and existing under the laws of the State of Kansas (the "City") and ROE ASSOCIATES, L.L.C., a limited liability company organized and existing under the laws of the State of Missouri (the "Developer") (collectively, the "Parties") and is dated and effective as of March __, 1999. In consideration of the mutual covenants and agreements contained herein, the City and the Developer hereby agree as follows:

ARTICLE I

SUBJECT OF AGREEMENT

Section 1.1 Purpose of Agreement. The purpose of this Agreement is to effectuate all phases of the Redevelopment Plan for Project Area 3A (hereinafter "Redevelopment Plan") by providing for the redevelopment of certain property, hereafter described, located within Project Area 3A (the "Project Area") of Redevelopment District No. 3 (the "Redevelopment District"), in accordance with the Redevelopment Plan. The Redevelopment District and a Comprehensive Plan therefor was established on October 6, 1997, by Ordinance No. 674, and the required public hearing was held on October 6, 1997, after notice was given by Resolution No. 455 pursuant to K.S.A. 12-1770 *et seq.* (the "Act"). The Redevelopment Plan was approved and adopted by the City Council on February 25, 1998, by Ordinance No. 676, after notice was given by Resolution No. 459 pursuant to the Act. See Exhibit 1.

The real property to be redeveloped pursuant to this Agreement (the "Site") is specifically described and depicted in the Redevelopment Plan.

This Agreement is entered into for the purpose of redeveloping the Site and not for speculation in land holding.

- (a) Project Area 3A is an approximately thirty-one (31) acre parcel of land occupied by the Roe Village Apartment complex (now known as The Boulevard) which comprises thirty-two (32) apartment buildings containing a total of 422 apartments. The Redevelopment Plan for Project Area 3A proposes renovating and improving the existing buildings in the apartment complex, repairing and improving streets, sidewalks and parking lots, installing additional landscaping and lighting, and infrastructure improvements (the "Redevelopment Project" or the "Project").

- (b) Completing the Redevelopment Project pursuant to this Agreement is in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws.
- (c) This Agreement pertains to and affects the ability of the City to finance its contractual obligations and for all parties to finance and carry out the purposes of this Agreement and the goals of the Redevelopment Plan and is intended to be a Contract within the meaning of K.S.A. 12-101 Fourth.

Section 1.2 Schedule of 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. The Developer shall complete all improvements in accordance with Section 2.1.

Section 1.3 The Redevelopment Plan. The Redevelopment Plan, as approved and adopted by the City Council of the City on February 25, 1998 by Ordinance No. 676 is incorporated herein by this reference. See Exhibit 2.

Section 1.4 Representations of the Parties.

(a) The City

The City represents that it is a city of the second class exercising governmental functions and powers and organized and existing pursuant to the laws of the State of Kansas and is acting herein pursuant to the authority of K.S.A. 12-1770 et seq., and all amendments thereto (hereafter "Act"). The principal office of the City is located at City Hall, 4600 West 51st Street, Roeland Park, Kansas, 66205.

(b) The Developer

- (i) The Developer is a limited liability company duly organized and existing under the laws of the State of Missouri, authorized to conduct business in the State of Kansas, and is not in violation of any provisions of its articles or organization, operating agreement, or any other agreement governing the Developer, or any law of the State of Missouri or Kansas affecting Developer's ability to perform under this Agreement.
- (ii) Developer has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of the Developer in accordance with its terms, and

the consent of no other party is required for the execution and delivery of this Agreement by the Developer or the consummation of the transactions contemplated hereby.

- (iii) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of the articles of organization, the operating agreement or any other agreement governing the Developer or with any evidence of indebtedness, mortgages, agreements, or instruments or whatever nature to which the Developer is not a party or by which it may be bound, and will not constitute a default under any of the foregoing.
- (iv) The making and performance of this Agreement by the Developer have been duly authorized by all necessary actions, and this Agreement will be a valid and binding obligation of the Developer enforceable in accordance with its terms.
- (v) The principal Kansas office and mailing address of the Developer is as follows:

Roe Associates, L.L.C.
10551 Barkley, Suite 400
Overland Park, Kansas 66212

Section 1.5 Restrictions on Transfer and Assignments. The qualifications and identity of the Developer are of particular concern to the City. It is because of its qualification and identity that the City has entered into this Agreement with the Developer. Therefore, the Developer shall not assign or transfer all or any of its rights or duties under this Agreement nor convey the Site without the prior written approval of the City (which will not be unreasonably withheld), except for assignments, transfers and conveyances of all or substantially all of Developer's rights and duties under this Agreement and in and to the Site (a) to a subsidiary which is owned by the Developer or any entity owned or controlled, directly or indirectly by the ownership of fifty percent (50%) or more of the partnership interests in, or voting stock of, along with complete management authority, constituting control by the Developer and (b) which enters into a written agreement assuming all of the obligations of the Developer under this Agreement.

The foregoing restrictions on assignment, transfer and conveyance shall not apply to (a) any security interest granted to secure indebtedness to any construction or permanent lender, and (b) the leasing of portions of the Site and rental of housing units for the uses permitted under the terms of this Agreement.

Section 1.6 Contract Documents. The Contract Documents which are part of this Agreement, and each of which are incorporated herein and defined by this reference, are as follows:

- Exhibit 1 Ordinances and Resolutions of the City Establishing the Redevelopment District and Approving the Redevelopment Plan
- Exhibit 2 Redevelopment Plan
- Exhibit 3 Feasibility Study dated February 24, 1998
- Exhibit 4 Schedule of TIF Eligible Expenses
- Exhibit 5 Financing Plan
- Exhibit 6 Landscaping Plan

Section 1.7. Term of the Agreement. This Agreement shall commence on the dated date hereof and shall terminate at such time as the Tax Increment Revenue Bonds referenced in Section 3.2 hereof shall be deemed to have been paid in full in accordance with the terms thereof and as described in Section 3.2(c) hereof.

ARTICLE II

DEVELOPMENT OF THE SITE

Section 2.1 Scope of Development.

- (a) The Developer shall be responsible for the construction, renovation, improvement, equipping, repair and installation of private improvements and infrastructure in conformity with the Redevelopment Plan.
- (b) The Redevelopment Project shall utilize a high quality of architecture design and materials for all aspects of the Redevelopment Project, including but not limited to all renovations, improvements, equipping, repairs and installations.

Section 2.2 Basic Concept Drawings. The Developer has heretofore submitted the basic concept drawings and related documents for the development to be constructed, renovated, improved, equipped, repaired and installed in accordance with the Redevelopment Plan and related documents. The Site shall be developed as established in the Redevelopment Plan and related documents submitted by the Developer. No material changes shall be made in the Redevelopment Project except as may be mutually agreed upon, in writing, between the Developer and the City.

Section 2.3 Construction Drawings and Related Documents. The Developer has prepared and submitted construction drawings, specifications and related documents for the entire Site to the City for review pursuant to the City of Roeland Park Municipal Code, and building permits have been issued.

The Developer understands and agrees that it is important to the City that the improvements utilize a high quality of architecture design and materials. The Developer agrees that all construction, renovation, improvement, equipping, repair and installation work on the Redevelopment Project shall be done in accordance with the construction drawing specifications and related documents submitted to the City for review pursuant to the City of Roeland Park Municipal Code. Such drawings, specifications and documents have been approved for purposes of this Agreement. Additionally, all interior renovation work of the apartment units shall be substantially the same quality of materials and workmanship as are in the model units currently completed by the Developer and identified as Units No. 5454 and 5426. All landscaping shall be done in accordance with the Landscaping Plan attached hereto as Exhibit 6. The construction, renovation, improvement, equipping, repair and installation of the improvements which shall be subject to review by the City to ensure that such high quality of architecture design and materials is achieved.

During the preparation and any modification of all drawings and plans, the City and the Developer shall hold regular progress meetings to coordinate the preparation of, submission to, and review of construction plans and related documents by the City. The City and the Developer and its approved assignees shall communicate and consult informally as frequently as is necessary to insure that the formal submission of any documents and any modifications to the City can receive prompt and speedy consideration.

If any material revisions or corrections of plans approved by the City shall be required by any government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Developer and the City shall cooperate in efforts to develop a mutually acceptable alternative.

Section 2.4 City Approval of Plans, Drawings, and Related Documents. The City shall use its best efforts to approve or disapprove the plans, drawings, and related documents referred to in Sections 2.2 and 2.3 of this Agreement, and any modifications thereto, within ten (10) business days. In the event the City disapproves said plans, the City

shall notify the Developer in writing and specify how the disapproved Plans violate the City's applicable ordinances or construction standards. The Developer upon receipt of said disapproval, shall revise the portions of the plans and drawings which are disapproved and related documents and resubmit to the City as soon as possible after receipt of the notice of disapproval. The City shall base its review and approval of Developer's plans, upon applicable codes, laws and City standards.

If the Developer desires to make any substantial change in the construction plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval pursuant to this Section.

Section 2.5 Cost of Construction.

- (a) The cost of the Redevelopment Project shall be borne by the Developer, except for work expressly set forth in the Schedule of TIF Eligible Expenses (Exhibit 4 attached hereto). The Developer is responsible for all costs in excess of the costs as outlined in the Schedule of TIF Eligible Expenses. The Developer is also responsible for all TIF Eligible Expenses in excess of the tax increment generated by the Project.
- (b) Exhibit 4 sets forth the anticipated amount to be paid from TIF revenues for each of the TIF Eligible Expenses approved by the City. Approval of the City Council shall be required for any actual expenditure from TIF revenues for each of such TIF Eligible Expenses that exceeds the amount set forth on Exhibit 4 by more than five percent (5%).

Section 2.6 Construction Schedule. The Developer shall promptly begin and thereafter diligently prosecute to completion the construction, renovation, improvement, equipping, repair and installation of the Redevelopment Project. Within thirty (30) days after signing this Agreement, the Developer or its designated agent and the City will prepare a schedule for completion of the Project in accordance with the Redevelopment Plan. This schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified based upon written agreement by the Developer and the City. Progress reports based on this time schedule will be made at regular monthly meetings. The Developer will provide a status report at each such monthly meeting of all bills submitted to and paid by or on behalf of the Developer in accordance with the Financing Plan described in Section 3.1 hereof.

Section 2.7 City and Other Governmental Permits. Before commencement of construction or development of any buildings, structures or other work or improvement the Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City shall provide all usual assistance to the

Developer in securing these permits. Developer shall be required to satisfy only those codes, laws and regulations of general applicability.

Section 2.8 Rights of Access.

- (a) For the purpose of ensuring compliance with this Agreement, representatives of the City shall have the right of access to the Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury and shall not interfere with the construction activity.
- (b) The City agrees to cooperate with the Developer in facilitating access by the Developer to the Site for construction purposes, provided that the City shall incur no financial obligations therefor.

Section 2.9 Indemnity and Insurance.

- (a) The Developer shall defend, indemnify, assume all responsibility for, and hold the City and its respective elected and appointed officers and employees, harmless from, all costs (including attorneys fees and costs), claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the City, its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Developer's activities under this Agreement, whether such activities or performance thereof be by the Developer or anyone directly or indirectly contracted with or employed by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act ["CERCLA"; 42 U.S.C. Section 9601, *et seq.*], (ii) the Resource Conservation and Recovery Act ["RCRA"; 42 U.S.C. Section 6901 *et seq.*] and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any

[REDACTED]

of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

- (b) Not in derogation of the indemnity provisions of subsection (a) of this Section, the Developer shall take out and maintain during the period set forth in subsection (e) of this Section, a comprehensive general liability policy in the amount of at least Two Million Dollars (\$2,000,000) for any person, One Million Dollars (\$1,000,000) for any occurrence, and One Million Dollars (\$1,000,000) property damage naming the City as an additional insured and loss payee, but only with respect to the liability policy.
- (c) The Developer shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the City and its respective officers, agents, and employees as additional insureds under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the City by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Developer shall be primary insurance and not contributing with any insurance maintained by the City, and the policy shall contain such an endorsement. The required certificate shall be filed with the City prior to commencement of construction.
- (d) The Developer shall also furnish or cause to be furnished to the City evidence satisfactory to the City that any contractor with whom it has contracted for the performance of work on the Site or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law.
- (e) The insurance obligations set forth in this Section shall remain in effect only until a final Certificate of Completion has been furnished for all of the improvements as hereafter provided in this Agreement.

Section 2.10 Local, State and Federal Laws. The Developer shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

Section 2.11 Antidiscrimination During Construction. The Developer, for itself and its successors and assigns, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Agreement, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

Section 2.12 Taxes, Assessments, Encumbrances and Liens. The Developer shall pay when due all real estate taxes and assessments on the Site. Subject to Section 2.14(a), prior to issuance of a Certificate of Completion pursuant to this Agreement, the Developer shall not place or allow to be placed on the Site or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Agreement. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto; provided, however, that Developer agrees that it will not contest the valuation of the Site established by the Johnson County Appraiser in any tax year that this Agreement remains in effect, if such valuation is equal to or less than the valuation set forth in Appendix D to the Feasibility Study for that tax year.

Section 2.13 Prohibition Against Transfer of the Site, the Buildings or Structures Therein and Assignment of Agreement. The Developer shall not, except as permitted by this Agreement, without prior written approval of the City which shall not be unreasonably withheld, make any total or partial sale, transfer, conveyance, assignment or lease of any of the Site. This prohibition shall not be deemed to prevent the granting of temporary or permanent easements or permits to facilitate the development of the Site or to prohibit or restrict the leasing of any rental units or any part or parts of a building, structure or land.

Section 2.14 Financing During Construction; Rights of Holders.

(a) No Encumbrances Except Mortgages during Construction

Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

(b) Holder Not Obligated to Construct Improvements

The holder of any mortgage authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the deed for the Site be construed so to obligate such holder. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

(c) Notice of Default to Mortgage Holders; Right to Cure

With respect to any mortgage granted by Developer as provided herein, whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the improvements, the City shall at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand but only if City has been requested to do so in writing by Developer. Each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to and with the City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

- (d) The restrictions on Developer financing in this Section are intended to and shall apply only to financing during the construction period for the improvements and any financing obtained in connection therewith. Nothing in this Agreement is intended or shall be construed to prevent the Developer from obtaining any financing for The Boulevard Apartments or any aspect thereof.

Section 2.15 Certificate of Completion. Promptly after completion of the Redevelopment Project in the manner required by this Agreement the Developer shall furnish the City with a Certificate of Completion. Such Certificate of Completion shall be a conclusive determination of satisfactory completion of the construction, renovation, improvement, equipping, repair and installation required by this Agreement upon the Site and the Certificate of Completion shall so state.

ARTICLE III

FINANCING

Section 3.1 Financing - Developer.

- (a) The Developer shall fund its obligations under this Agreement including the cost of implementing the redevelopment of the property described in the Redevelopment Plan for the Project Area. The Developer anticipates that the total cost of the Redevelopment Project and the funding sources therefor are as set out in the Financing Plan attached hereto as in Exhibit 5 (the "Financing Plan"). The Developer may not materially change or alter the Financing Plan without the City's prior written permission. A material change would be any change which would impair the Developer's ability to complete the Redevelopment Project.
- (b) The Developer shall establish and maintain records and reports for all costs associated with the Redevelopment Project. Such records shall be made available for review or audit at the offices of the Developer upon written request of the City at a reasonable time after such request.

Section 3.2 Financing - City.

- (a) Tax Increment Revenue Bonds. Subject to the approvals, if any, of state and local governments as required by the Act, the City shall authorize and sell to the Developer at such time as provided for herein, an issue or issues of special obligation TIF Bonds in a principal amount agreed upon by the City and the Developer which will provide up to \$592,887 principal amount to Developer to be used to pay for the eligible expenses described in K.S.A. 12-1773, which TIF Eligible Expenses are more specifically described in Exhibit 4 attached hereto.
- (b) The TIF Bonds (A) shall be special obligation bonds issued pursuant to K.S.A. 12-1774(a), and (B) shall be payable, contain the terms, be issued and sold in the manner and for the purposes as required by the Act. Such

bonds shall be subject to the approving opinion of the City's bond counsel on matters of legality and the exemption of the interest thereon from state income taxation. The TIF Bonds shall be sold to a financial institution or to the Developer. The interest rate on the TIF Bonds shall not exceed a rate which is competitive at the time of issuance for federally taxable special obligation TIF Bonds. Prior to the issuance of such TIF Bonds, the City and the Developer shall have received a Feasibility Study which indicates that sufficient TIF Revenues will be generated by the TIF Project to pay the principal and interest on such TIF Bonds. The Developer understands that the Feasibility Study attached hereto as Exhibit 3 permits the issuance of up to \$592,887 principal amount of Bonds at an interest rate of up to 8.25% for a term of twenty (20) years, and the Developer agrees that no variation may be made in any of such terms which results in an increased financial obligation to be paid from TIF Revenues unless and until a revised Feasibility Study is received.

- (c) The Developer agrees that the documents under which the TIF Bonds will be issued (the "Bond Documents") will provide for a single term maturity for the TIF Bonds, with a sinking fund payment schedule based upon the Feasibility Study attached hereto as Exhibit 3, or as such Feasibility Study may be revised. The Bond Documents will provide that annual TIF Revenues will be applied, after payment of all expenses associated with the TIF Bonds, first to the payment of interest and thereafter, to the extent that any TIF Revenue remains, to the payment of principal, up to the sinking fund amount payable on such payment date, or such greater amount as the City Council may approve, as described in paragraph 3.2(d) below. The Developer understands and agrees that the Bond Documents will provide that if the Bonds have not been paid and redeemed in full prior to the final maturity thereof, then the Bonds shall be deemed to be paid in full on the final maturity date upon the payment by the Trustee to the Registered Owners thereof on such date of the amount then on deposit in the funds and accounts held by the Trustee and pledged to the payment of the Bonds under the Bond Documents.
- (d) Subject to the other terms of this paragraph (d), the City Council reserves the right to make an annual determination as to whether to apply the amount of TIF Revenues in excess of the amount required for the payment of interest and any sinking fund principal payment, if any, to pay an additional principal amount of Bonds, which determination will be made in the City's sole discretion, and the Developer agrees that the Bond Documents will so provide. The City agrees that any such excess TIF Revenues will be applied either to the payment of an additional principal amount of Bonds or to the payment of the costs of any other redevelopment project(s) within the Project

Area, and that if there is no other redevelopment project within the Redevelopment District, any such excess shall be applied to the payment of the Bonds. The City agrees that the feasibility study for any other redevelopment project being considered within the Project Area shall address the impact of such project on the Project that is the subject of this Agreement.

Section 3.3 Use of Bond Proceeds.

- (a) The Parties agree that the proceeds realized upon sale of the Bonds shall be disbursed from time to time in accordance with the terms of this Agreement and the Bond Documents, and that proceeds of the Bonds will be placed in escrow with the Bond Trustee to be disbursed as TIF Eligible Expenses are incurred. The Developer understands and agrees that the Bond Documents will provide that the Trustee for the TIF Bonds must receive documentation supporting each invoice submitted for payment that the expense is in fact eligible for payment under K.S.A. 12-1773 and was incurred in connection with the Project.
- (b) The City shall pay the applicable amount set forth for the work on the TIF Eligible Expenses to be paid from Bond proceeds, in accordance with the provisions of the Bond Documents. Disbursements by the City in accordance with the Bond Documents shall fully relieve the City of its liability hereunder for the payment for the work described in the disbursement request.

ARTICLE IV

USE OF THE SITE

Section 4.1 Covenant for Non-Discrimination. The Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site.

The covenant established in this Section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns and any successor in interest to the Site or any part thereof. The covenants contained in this Section shall remain for so long as the Bonds are outstanding.

Section 4.2 Maintenance Covenants. The Developer, and all successors and assigns in interest to the Developer, shall be obligated to maintain the Project, and all improvements and landscaping situated thereon, in a clean and neat condition and in a continuous state of good repair in accordance with the municipal code of the City.

Section 4.3 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction; No Partnership. The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Site or in the Project Area. The City shall have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Developer and the City.

Section 4.4 Operation of Project. The Project will comply with all presently applicable building and zoning, health, environmental and safety resolutions and laws and all other applicable laws, rules and regulations, taking into account all exemptions that are applicable to the Project from such laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses.

ARTICLE V

GENERAL PROVISIONS

Section 5.1 Notices, Demands and Communications Among the Parties. Written notices, demands and communications among the City and the Developer, shall be sufficiently given by personal service or dispatched by registered or certified mail, postage prepaid, return receipt requested, or overnight courier. Notices, demands and communications to the City shall be delivered to the principal office of the City described in Section 1.4 addressed to the attention of the City Clerk, with copies of the same delivered to

Neil R. Shortlidge, Stinson, Mag & Fizzell, P.C., 7500 West 110th Street, Overland Park, Kansas 66210-2329. Notices, demands and communications to the Developer shall be delivered to the principal office of the Developer described in Section 1.4 addressed to Mr. Ron Nolan, with copies of the same delivered to Charles Miller, Lewis, Rice & Fingersh, L.C., 1010 Walnut, Suite 500, Kansas City, Missouri 64106. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section. Notwithstanding anything to the contrary contained herein, notice personally served shall be deemed to have been received as of the date of such services or the date service is refused if written verification thereof is received from messenger service attempting such delivery.

Section 5.2 Conflicts of Interest. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Redevelopment Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Redevelopment Project, does not and will not have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Redevelopment Project, or in any activity, or benefit therefrom, which is part of the Redevelopment Project at any time during or after such person's tenure.

Section 5.3 Enforced Delay; Extension of Times of Performance.

- (a) In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: default of other party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; intergalactic invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.
- (b) Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and the Developer.

Section 5.4 Non-liability of Officials and Employees of the City. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, pursuant to the provisions of this Agreement, nor for any default or breach by the City.

Section 5.5 Inspection of Books and Records. Each party has the right to inspect, at reasonable times, the books and records of the other pertaining to the Site as pertinent to the purposes of this Agreement.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.1 Defaults – General.

- (a) Subject to the extensions of time set forth in Section 5.3, failure or delay by either party to perform any term or provision of this Agreement, after receiving notice and failing to cure, as set forth in paragraph (b) below, constitutes a default under this Agreement. A party claiming a default (claimant) shall give written notice of default to the other party, specifying the default complained of.
- (b) The claimant shall not institute proceedings against the other party, nor be entitled to damages if the other party within fourteen (14) days from receipt of such notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

Section 6.2 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 or, if federal jurisdiction exists, in the United States District Court for the District of 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

- (i) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.
- (ii) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon any member of the Developer and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law.

Section 6.3 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 6.4 Inaction Not a Waiver of Default. Any failures or delays by either 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 either 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 6.5 Specific Performance. If a default under this Agreement is not fully cured by the defaulting party as provided in Section 6.1, the nondefaulting party at its option may thereafter (but not before) commence an action for specific performance of terms of this Agreement.

ARTICLE VII

SPECIAL PROVISIONS

Section 7.1 Submission of Documents to the City for Approval. Whenever this Agreement requires the Developer to submit plans, drawings or other documents to the City for approval, the City shall afford the Developer its standard procedures for review and approval of such submission.

Section 7.2 Amendments to this Agreement. The Developer and the City agree to mutually consider reasonable requests for amendments to this Agreement which may be made by lending institutions, or City's counsel or financial consultants, provided said requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

Section 7.3 Real Estate Commission. The City shall not be liable for any claims of brokers, agents or finders, licensed or unlicensed, and all such claims of real estate or other consultants which exist or may arise with respect to the Redevelopment Project and the Site. The City shall not be liable for any such fees and Developer shall indemnify the City, its officers, employees and agents, from any and all costs, liabilities or judgments, including attorneys' fees, incurred in defending or paying any such claims, except for any fees or claims of any such form person or entity engaged by the City, unless the Developer is in default hereunder or under the Bond Documents. The City hereby represents that it has not engaged any brokers, agents or finders, licensed or unlicensed, or other real estate or other consultants on behalf of the City.

Section 7.4 Entire Agreement, Waivers and General.

- (a) This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement includes pages 1 through 19 and Exhibits 1 through 6, which constitutes the entire understanding and agreement of the parties.
- (b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.
- (c) All amendments hereto must be in writing executed by the appropriate authorities of the City and the Developer, with appropriate representations of authority for execution of the amendment.

- (d) The Developer is a sophisticated buyer and seller of real property and has participated in the drafting of this Agreement.
- (e) Any titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.5 Time For Acceptance Of Agreement By City. This Agreement, when executed by the Developer and delivered to the City, must be authorized, executed and delivered by the City within a reasonable time period after signing and delivery of this Agreement by Developer or this Agreement shall be void, except to the extent that the parties hereto shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement. The date of this Agreement shall be the date when it shall have been signed by the City.

Section 7.6 Validity and Severability. It is the intention of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to tender the same valid and enforceable.

IN WITNESS WHEREOF, the City and the Developer have signed this Development Agreement as of the date first written above.

CITY OF ROELAND PARK, KANSAS

By: _____
Joan Wendel
Mayor

(SEAL)

ATTEST:

Anthony J. Pluta
City Clerk

APPROVED AS TO FORM:

Neil Shortlidge
City Attorney

IN WITNESS WHEREOF, the City and the Developer have signed this
Development Agreement as of the date first written above.

ROE ASSOCIATES, L.L.C.

By: NF Management, L.L.C.
Managing Member

By: _____
Paul Fingersh
Member

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On March ____, 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared Joan Wendel and Anthony J. Pluta, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument as Mayor and City Clerk, respectively, of the CITY OF ROELAND PARK, KANSAS, the city of the first class therein named, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary

My commission expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On March __, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Fingersh, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Member of NF Management, L.L.C., Managing Member of Roe Associates, L.L.C. and acknowledged to me that he executed the same in his authorized capacity, and that by such person's signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary

My commission expires:

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On March __, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Neil Shortlidge, City Attorney, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary

My commission expires:

EXHIBIT 1
CITY PROCEEDINGS

6187.01726296.1

EXHIBIT 2
REDEVELOPMENT PLAN

EXHIBIT 3
FEASIBILITY STUDY

EXHIBIT 4

SCHEDULE OF TIF ELIGIBLE EXPENSES

<u>Description of Costs</u>	<u>Amount</u>	<u>Vendor</u>
Drives and Walks	\$ 125,736.50	McConnell and Associates and Harvey Cash
Landscaping and Irrigation	190,000.00	MJ Landscaping
Lighting	17,351.36	Western Extralite and Rustic Stuff
Sidewalk Landings	93,150.00	Harvey Cash
Landscape and Blvd design fee ¹	25,000.00	Rustic Stuff and MJ Landscaping
Replacement of City Landscaping	6,648.64	City of Roeland Park
Project oversight fee ²	25,000.00	Ramos Design
Relocation Costs ³	50,000.00	Roe Associates, L.L.C.
Financing costs and legal fees ⁴	<u>60,000.00</u>	McDowell, Rice, Smith & Gaar, Stinson Mag & Fizzell, P.C., Bond Trustee and Costs Incurred by the City in Bond Issuance
Total Eligible Costs	\$ 592,886.50	

¹ Landscape and Boulevard Design Fee. This cost is for the expense incurred by the landscape architect for the common area landscaping plan and for the designer for the Boulevard design scheme.

² Project Oversight Fee. This cost is for the expense incurred by the architect to oversee the TIF related planning and construction activities.

³ Relocation Costs. Reimbursements to the developer for the cost of moving 100 residents.

⁴ Financing and Legal Costs. This cost is for the expense incurred for legal work and Bond issuance costs incurred by or on behalf of the City in connection with the TIF plan, development agreement, and bond financing.

EXHIBIT 5
FINANCING PLAN

USES:

Acquisition	\$ 9,425,000
Rehab	7,026,180
Closing Costs/Misc.	450,000
Reserve for Interest	<u>300,000</u>
Total:	\$ 17,201,180

SOURCES:

Construction Loan	\$ 14,108,293
Bond proceeds	592,887
Cash	<u>2,500,000</u>
Total:	\$ 17,201,180

EXHIBIT 6
LANDSCAPING PLAN

6187.01726296.1

**FIRST AMENDMENT
TO
REDEVELOPMENT PROJECT DEVELOPMENT AGREEMENT**

This AMENDMENT, dated effective as of June __, 2020, among **CITY OF ROELAND PARK, KANSAS** (the “City”) and **ROE ASSOCIATES, L.L.C.** (the “Developer”) (collectively, the City and Developer referred to herein as the “Parties”), constitutes an amendment (the “**Amendment**”) to the REDEVELOPMENT PROJECT DEVELOPMENT AGREEMENT commenced in March 1999 (“Agreement”).

RECITALS:

WHEREAS circumstances have necessitated a modification to Section 1.7 of the Agreement through an Amendment;

WHEREAS, the Parties desire to amend the Agreement upon the terms and conditions as set forth herein;

NOW, THEREFORE, it is agreed to by the Parties that:

1. The Parties acknowledge that all performance obligations of Developer have been satisfied at this time, however, all qualified work and redevelopment projects by the City have not yet been completed. Therefore, this agreement shall be extended until the expiration of the TIF, May 17, 2025.
2. Section 1.7 of the Lease is amended as follows: The term of the Agreement shall be extended to continue through May 17, 2025.

IN WITNESS WHEREOF, the undersigned do hereby set their hand and seal effective as of June __, 2020.

Dated: _____

ROE ASSOCIATES, L.L.C.,

By:

Principal,

Attested by:

Clerk

CITY OF ROELAND PARK, KANSAS,

By:

City Manager, Keith Moody

Attested by:

City Clerk, Kelly Nielsen

Approved as to Form:

City Attorney, Steven E. Mauer