

**AGENDA  
CITY OF ROELAND PARK, KANSAS  
CITY COUNCIL MEETING  
ROELAND PARK**

**January 3, 2022 6:00 PM**

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

**Admin**

Hill

Raglow

**Finance**

Madigan

Rebne

**Safety**

Faidley

Poppa

**Public Works**

Dickens

Brauer

**Pledge of Allegiance**

A. Instructions on Logging into Meeting Remotely

**Roll Call**

**Modification of Agenda**

**I. 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 #989

B. Council Minutes - December 20, 2021

**II. Business From the Floor**

**A. Applications / Presentations**

1. Continue Discussion of Tree Preservation Regulations Policy - No Action to be Taken

**III. Mayor's Report**

**IV. Workshop and Committee Reports**

**V. Reports of City Liaisons**

- A. Parks Committee

**VI. Unfinished Business**

**VII. New Business**

- A. Approve Land Purchase Agreement with Sunflower Development - Lot 1
- B. Approve Land Purchase Agreement with Sunflower Development - Lots 2, 3, and 4
- C. Approve Task Order with SFS for Public Works Facility Assessment
- D. Appointments to the Aquatic Advisory Committee
- E. Council President Election
- F. Appoint Committee Liaisons

**VIII. Ordinances and Resolutions:**

**IX. Workshop Items:**

**X. Reports of City Officials:**

- A. COVID Report
- B. Report on COVID Mitigation Plan Implementation

**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](http://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** 1/3/2022  
**Meeting Date:**



## **City of Roeland Park**

Action Item Summary

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Date:

Submitted By:

Committee/Department:

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

Item Type:

### **Recommendation:**

**See instructions to log in below.**

### **Details:**

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

**Kelley Nielsen is inviting you to a scheduled Zoom meeting.**

**Topic: City Council and Governing Body Workshop Meeting**

**Time: This is a recurring meeting Meet anytime**

**Join Zoom Meeting**

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

**Meeting ID: 977 6759 2270**

**Passcode: council**

**One tap mobile**

**+16699006833,,97767592270# US (San Jose)**

**+12532158782,,97767592270# US (Tacoma)**

**Dial by your location**

**+1 669 900 6833 US (San Jose)**

**+1 253 215 8782 US (Tacoma)**

**+1 346 248 7799 US (Houston)**

**+1 929 205 6099 US (New York)**

**+1 301 715 8592 US (Washington DC)**

**+1 312 626 6799 US (Chicago)**

**Meeting ID: 977 6759 2270**

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

### Financial Impact

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

### Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number:      Consent Agenda- I.-A.  
Committee            1/3/2022  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date:  
Submitted By:  
Committee/Department:  
Title:                                **Appropriations Ordinance #989**  
Item Type:

**Recommendation:**  
  
**Will upload ordinance when is available.**

**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       |
|--------------------------------------------------------|------------|
| <input type="checkbox"/> Appropriations Ordinance #989 | Cover Memo |

# ***Appropriation Ordinance - 1/3/2022 - #989***

*4600 West Fifty-First Street*

*Roeland Park, Kansas 66205*

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

Monday, January 3, 2022

## **Appropriation Ordinance - 1/3/2022 - #989**

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 23rd day of January, 2022.

Attest:

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City Clerk

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Mayor

**Total Appropriation Ordinance**

**\$**

**434,997.41**

## Appropriation Ordinance - 1/3/2022 - #989

| Vendor                            | Dept  | Acct #   | Description                      | Invoice Description | Check /EFT | Amount       | Chk #   | Check Amount |
|-----------------------------------|-------|----------|----------------------------------|---------------------|------------|--------------|---------|--------------|
|                                   |       |          |                                  |                     | Date       |              |         |              |
| Vendor                            | Dept  | Account  | Account Description              | Reference           | Date       | Distribution | Check # | Check        |
|                                   |       |          |                                  |                     |            | Amount       |         | Amount       |
| Airgas USA, LLC                   | 106   | 5318.106 | Tools                            | 9984688594          | 12/22/21   | 21.80        | 72968   | 21.80        |
| All Copy Products Inc.            | 102   | 5214.102 | Other Contracted Services        | AR3383583           | 12/22/21   | 55.81        | 72969   | 171.92       |
| All Copy Products Inc.            | 105   | 5214.105 | Other Contracted Services        | AR3383583           | 12/22/21   | 116.11       |         |              |
| American Fidelity Assurance       | 101   | 2052.101 | Supplemental Insurance Payable   | D398857             | 12/29/21   | 675.10       | 72981   | 675.10       |
| Balls Food Stores                 | 101   | 4795.101 | Miscellaneous                    | 42252               | 12/22/21   | 20.00        | 72970   | 165.00       |
| Balls Food Stores                 | Apprv | 5267.101 | Employee Related Expenses        | 42252               | 12/22/21   | 120.00       |         |              |
| Balls Food Stores                 | 101   | 5267.101 | Employee Related Expenses        | 42253               | 12/22/21   | 25.00        |         |              |
| Breeden Holdings, LLC             | 102   | 5260.102 | Vehicle Maintenance              | 1068523             | 12/22/21   | 493.80       | 72971   | 493.80       |
| Breeden Holdings, LLC             | 102   | 5260.102 | Vehicle Maintenance              | 1068593             | 12/29/21   | 35.00        | 72982   | 35.00        |
| Confluence, Inc.                  | 101   | 5209.101 | Professional Services            | 22347               | 12/29/21   | 998.75       | 72983   | 998.75       |
| Every Energy Solutions, Inc.      | 360   | 5442.360 | Building Improvement             | Misc2021121501      | 12/20/21   | 122,700.00   | 32713   | 122,700.00   |
| Every                             | 101   | 5201.101 | Electric                         | 12/21/21 Multi      | 12/29/21   | 1,375.31     | 72984   | 2,148.87     |
| Every                             | 106   | 5201.106 | Electric                         | 12/21/21 Multi      | 12/29/21   | 541.29       |         |              |
| Every                             | 220   | 5201.220 | Electric                         | 12/21/21 Multi      | 12/29/21   | 232.27       |         |              |
| GBA Architects Engineers          | 370   | 5457.370 | CARS 2020 - Roe                  | 62469               | 12/22/21   | 31,267.84    | 72972   | 1,922.37     |
| GBA Architects Engineers          | 370   | 5457.370 | CARS 2020 - Roe                  | Contractor Error    | 12/22/21   | (29,345.47)  |         |              |
| Green For Life Environmental      | 115   | 5235.115 | Disposal Fees                    | AS0000931121        | 12/22/21   | 460.00       | 72973   | 460.00       |
| Green For Life Environmental      | 115   | 5272.115 | Solid Waste Contract             | AS0000943912        | 12/29/21   | 45,387.50    | 72985   | 45,387.50    |
| House of Rocks                    | 290   | 5262.290 | Grounds Maintenance              | 268412              | 12/22/21   | 360.00       | 72974   | 360.00       |
| J.P. Cooke Company                | 101   | 5301.101 | Office Supplies                  | 706542              | 12/29/21   | 102.25       | 72986   | 102.25       |
| Michael Kelly                     | 108   | 5206.108 | Travel Expense & Training        | 12/26/21 Apple      | 12/29/21   | 595.53       | 72987   | 595.53       |
| Kansas Gas Service                | 101   | 5289.101 | Natural Gas                      | 12/10/21 X2         | 12/22/21   | 383.93       | 72975   | 1,359.66     |
| Kansas Gas Service                | 106   | 5289.106 | Natural Gas                      | 12/10/21 X2         | 12/22/21   | 975.73       |         |              |
| The Legal Record                  | 101   | 5204.101 | Legal Printing                   | L94265              | 12/22/21   | 42.14        | 72976   | 69.32        |
| The Legal Record                  | 101   | 5204.101 | Legal Printing                   | L94266              | 12/22/21   | 27.18        |         |              |
| Lexington Plumbing & Heating Co.  | 101   | 5210.101 | Maintenance & Repair Building    | 119338              | 12/29/21   | 1,007.50     | 72988   | 1,007.50     |
| Tom Madigan                       | 108   | 5206.108 | Travel Expense & Training        | 12/20/21 Ck Req     | 12/22/21   | 855.00       | 72977   | 855.00       |
| Marely AEDs & First Aid           | 102   | 5211.102 | Maintenace & Repair Equipment    | 169000              | 12/29/21   | 169.00       | 72989   | 169.00       |
| Mauer Law Firm PC                 | 101   | 5215.101 | City Attorney                    | 12/22/21            | 12/29/21   | 10,163.30    | 72990   | 10,163.30    |
| Venessa Maxwell-Lopez             | 103   | 5209.103 | Professional Services            | 12/3/21             | 12/29/21   | 150.00       | 72991   | 150.00       |
| McConnell & Associates Corp       | 370   | 5457.370 | CARS 2020 - Roe                  | 121561              | 12/20/21   | 198,987.62   | 32712   | 198,987.62   |
| Missouri Organic                  | 115   | 5235.115 | Disposal Fees                    | 88762               | 12/22/21   | 75.00        | 72978   | 225.00       |
| Missouri Organic                  | 115   | 5235.115 | Disposal Fees                    | 88763               | 12/22/21   | 75.00        |         |              |
| Missouri Organic                  | 115   | 5235.115 | Disposal Fees                    | 88766               | 12/22/21   | 75.00        |         |              |
| Missouri Organic                  | 115   | 5235.115 | Disposal Fees                    | 12/20-23/21 X18     | 12/29/21   | 1,350.00     | 72992   | 1,350.00     |
| Moss Printing                     | 101   | 5301.101 | Office Supplies                  | 15336               | 12/29/21   | 81.00        | 72993   | 81.00        |
| Pitney Bowes Global Financial Ser | 101   | 5205.101 | Postage & Mailing Permits        | 7903 12/20/21       | 12/29/21   | 201.00       | 72994   | 201.00       |
| Wex Bank                          | 106   | 5302.106 | Motor Fuels & Lubricants         | 76716499            | 12/22/21   | 554.92       | 32715   | 554.92       |
| RideNow Powersports               | 109   | 5317.109 | Special Law Enforcement Expenses | 12/28/21 Polaris    | 12/29/21   | 20,779.91    | 72995   | 20,779.91    |

|                                   |     |          |                                 |                  |          |                     |       |          |
|-----------------------------------|-----|----------|---------------------------------|------------------|----------|---------------------|-------|----------|
| Strasser True Value               | 106 | 5306.106 | Materials                       | 397357           | 12/22/21 | 21.85               | 72979 | 21.85    |
| Terminix Processing Center        | 106 | 5214.106 | Other Contracted Services       | 415292668        | 12/29/21 | 72.00               | 72996 | 72.00    |
| United Way of Greater KC          | 101 | 2035.101 | Other Withholding Payable       | Nielsen '21 Ded. | 12/22/21 | 104.00              | 72980 | 104.00   |
| US BANK                           | 101 | 4795.101 | Miscellaneous                   | Winn 12/20/21    | 12/20/21 | 117.46              | 32714 | 4,491.86 |
| US BANK                           | 101 | 5203.101 | Printing & Advertising          | Moody 12/20/21   | 12/20/21 | 520.00              |       |          |
| US BANK                           | 101 | 5203.101 | Printing & Advertising          | Nielsen 12/20/21 | 12/20/21 | 104.00              |       |          |
| US BANK                           | 101 | 5203.101 | Printing & Advertising          | Nielsen 12/20/21 | 12/20/21 | 510.00              |       |          |
| US BANK                           | 101 | 5203.101 | Printing & Advertising          | Nielsen 12/20/21 | 12/20/21 | 60.00               |       |          |
| US BANK                           | 101 | 5210.101 | Maintenance & Repair Building   | Mootz 12/20/21   | 12/20/21 | 155.85              |       |          |
| US BANK                           | 106 | 5214.106 | Other Contracted Services       | Scharff 12/20/21 | 12/20/21 | 151.80              |       |          |
| US BANK                           | 106 | 5259.106 | Traffic Control Signs           | Scharff 12/20/21 | 12/20/21 | 75.90               |       |          |
| US BANK                           | 106 | 5259.106 | Traffic Control Signs           | Vandenbos 12/20/ | 12/20/21 | 59.20               |       |          |
| US BANK                           | 101 | 5267.101 | Employee Related Expenses       | Nielsen 12/20/21 | 12/20/21 | 50.00               |       |          |
| US BANK                           | 101 | 5267.101 | Employee Related Expenses       | Nielsen 12/20/21 | 12/20/21 | 138.00              |       |          |
| US BANK                           | 101 | 5267.101 | Employee Related Expenses       | Nielsen 12/20/21 | 12/20/21 | 150.00              |       |          |
| US BANK                           | 101 | 5301.101 | Office Supplies                 | Nielsen 12/20/21 | 12/20/21 | 12.49               |       |          |
| US BANK                           | 101 | 5305.101 | Dues, Subscriptions, & Books    | Nielsen 12/20/21 | 12/20/21 | 104.93              |       |          |
| US BANK                           | 102 | 5307.102 | Other Commodities               | Morris 12/20/21  | 12/20/21 | 76.00               |       |          |
| US BANK                           | 106 | 5308.106 | Clothing & Uniforms             | Vandenbos 12/20/ | 12/20/21 | 171.78              |       |          |
| US BANK                           | 106 | 5308.106 | Clothing & Uniforms             | Vandenbos 12/20/ | 12/20/21 | 53.58               |       |          |
| US BANK                           | 109 | 5316.109 | K9 Expenses                     | Morris 12/20/21  | 12/20/21 | 500.00              |       |          |
| US BANK                           | 109 | 5316.109 | K9 Expenses                     | Morris 12/20/21  | 12/20/21 | 951.49              |       |          |
| US BANK                           | 106 | 5318.106 | Tools                           | Nielsen 12/20/21 | 12/20/21 | 53.13               |       |          |
| US BANK                           | 300 | 5499.300 | Mural on Retaining Wall         | Scharff 12/20/21 | 12/20/21 | 306.25              |       |          |
| US BANK                           | 999 | 9999     | Undistributed                   | Morris 12/20/21  | 12/20/21 | 170.00              |       |          |
| US Postal Service                 | 101 | 5208.101 | Newsletter                      | 12/16/21         | 12/17/21 | 678.50              | 32711 | 678.50   |
| Water District No 1 of Johnson Co | 101 | 5287.101 | Water                           | 12/23/21 Multi   | 12/29/21 | 56.59               | 72997 | 340.59   |
| Water District No 1 of Johnson Co | 106 | 5287.106 | Water                           | 12/23/21 Multi   | 12/29/21 | 216.40              |       |          |
| Water District No 1 of Johnson Co | 220 | 5287.220 | Water                           | 12/23/21 Multi   | 12/29/21 | 67.60               |       |          |
| KPERS                             | 101 | 2040.101 | KPERS Accrued Employee          | 12/9/21 PR       | 12/17/21 | 2,307.40            | EFT   | 2,307.40 |
| KPERS                             | 101 | 2040.101 | KPERS Accrued Employee          | 12/9/21 PR       | 12/17/21 | 3,295.68            | EFT   | 3,295.68 |
| KPERS                             | 101 | 2050.101 | Insurance Withholding Payable   | 12/9/21 PR       | 12/17/21 | 165.75              | EFT   | 165.75   |
| KP&F                              | 101 | 2045.101 | KP&F Employee Withholding Payab | 12/9/21 PR       | 12/17/21 | 2,236.40            | EFT   | 2,236.40 |
| KP&F                              | 101 | 2045.101 | KP&F Employee Withholding Payab | 12/9/21 PR       | 12/17/21 | 7,131.43            | EFT   | 7,131.43 |
| KP&F                              | 101 | 2050.101 | Insurance Withholding Payable   | 12/9/21 PR       | 12/17/21 | 39.83               | EFT   | 39.83    |
| Miller Management Systems, LLC    | 101 | 5214.101 | Other Contracted Services       | Recurring EFT    | 12/20/21 | 1,921.00            | EFT   | 1,921.00 |
|                                   |     |          |                                 |                  |          | <u>\$434,997.41</u> |       |          |

Item Number: Consent Agenda- I.-B.  
Committee 1/3/2022  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 12/30/2021  
Submitted By: Erin Winn  
Committee/Department:  
Title: **Council Minutes - December 20, 2021**  
Item Type: Other

**Recommendation:**

**Details:**

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

| Description                           | Type       |
|---------------------------------------|------------|
| □ Council Minutes - December 20, 2021 | Cover Memo |

**CITY OF ROELAND PARK, KANSAS**  
**CITY COUNCIL MEETING MINUTES**  
**Roeland Park City Hall**  
**4600 W 51st Street, Roeland Park, KS 66205**  
**Monday, December 20, 2021, 6:00 P.M.**

|                                    |                                 |                                         |
|------------------------------------|---------------------------------|-----------------------------------------|
| o Mike Kelly, Mayor                | o Tom Madigan, Council Member   | o Keith Moody, City Administrator       |
| o Trisha Brauer, Council Member    | o Michael Poppa, Council Member | o Erin Winn, Asst. City Administrator   |
| o Benjamin Dickens, Council Member | o Kate Raglow, Council Member   | o Kelley Nielsen, City Clerk            |
| o Jan Faidley, Council Member      | o Michael Rebne, Council Member | o John Morris, Police Chief             |
| o Jennifer Hill, Council Member    |                                 | o Donnie Scharff, Public Works Director |

**Admin**  
Hill  
Raglow

**Finance**  
Madigan  
Rebne

**Safety**  
Faidley  
Poppa

**Public Works**  
Dickens  
Brauer

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

### **Pledge of Allegiance**

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

### **Roll Call**

City Clerk Nielsen called the roll. All Governing Body members were present. Staff members present were City Administrator Moody, City Attorney Mauer, Assistant City Administrator Winn, Public Works Director Scharff, Police Chief Morris, City Clerk Nielsen, and Management Intern Verbrugge. Parks and Rec Superintendent Nichols was present virtually.

### **Modification of Agenda**

Mayor Kelly suggested agenda modification to move the Ad Hoc Historical Committee Report to the first item under New Business and their conversation on Ordinance 1022 to Unfinished Business.

There was consensus for the modifications.

### **Public Hearing - Amend 2021 Budget**

Mayor Kelly opened the public hearing. As no comments were made by the public, the Mayor closed the hearing.

### **I. Citizen Comments**

*No citizen comments were given.*

### **II. Consent Agenda**

- A. Appropriations Ordinance #988**
- B. Council Minutes December 6, 2021**



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

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

#### **A. Johnson County Department of Health and Environment COVID-19 Presentation**

Dr. Sanmi Areola, Director of the Johnson County Health and Environment, made a presentation to the Governing Body on the impact COVID has had in the area. He provided information on the current variants affecting the population as well as measures they are taking to slow the virus down. Dr. Areola has been working in Johnson County on the pandemic since it began. He noted when he came to Johnson County he wanted to be in the community and meet people but that never happened because of COVID, and it has been a challenge for the department the past couple of years.

Dr. Areola said the data is showing that cases are trending upwards compared to where they were a few weeks ago and that 73 percent of the cases are caused by Omicron which is more infectious than Delta. However, it does not appear to cause as severe of an illness vaccinated individuals and those who have had their booster shot, but if affected appear to be the most resilient. He said COVID continues to be a pandemic of the unvaccinated even though there are breakthrough cases.

The county has changed their metrics in the reporting to include probable cases to the incident rate and positivity rate. He said the change includes antigen testing. Currently incidents are 360 per 100,000 people.

He said that cases in schools continue to trend up, which they attributed to celebrations around Halloween and Thanksgiving. The department continues to educate the public that the virus is still as active as it has been, and that people need to continue to be careful and take precautions.

He also said they are not under the illusion that they capture every infection in the county. He noted that a significant portion of people in the county are still not taking precautions. He stressed the virus is real, is killing people, and being destructive to people's lives. He said if people are six months past their initial shot, then it is time to get a booster. He told everyone to limit their circle of contact, continue testing, and wear masks. He applauded Roeland Park for the steps they have taken to protect their citizens.

Mayor Kelly thanked Dr. Areola for speaking to them and he appreciates receiving information from the source. He asked for suggestions on mitigation strategies, and where to send people for vaccinations and boosters. Dr. Areola said as a county they lead the region in terms of vaccination rate. They are over 70 percent, which is higher than the national average. He also added that there is not a wall around Johnson County and people come and go and other regions are not high in their percentage of vaccinations. He said there is not a problem in getting the vaccine. Many healthcare professionals provide them as well in their clinics. He also noted they were having a special clinic for 5- to 11-year-olds with no appointment necessary.

CMBR Hill asked about boosters for those aged 6 to 11 or even a third booster. Dr. Areola said boosters are available from Pfizer for those 16 and older. Currently there is no booster for younger than 16, but they do expect that to change even though there is no current directive.

CMBR Dickens asked for more information about the new Pfizer pill, its concept and availability. Dr. Areola said this is a positive to look for in 2002, and they hope to continue to get new tools to fight the virus. He added that there are long-acting antibodies currently in production.

CMBR Rebne asked Dr. Areola to speak to the benefit of vaccinated individuals wearing a mask. Dr. Areola said they are still dealing with variants. The virus is still new, and they are constantly learning and needing to adjust. He said it is prudent to wear masks to avoid breakthrough cases.

Mayor Kelly asked about the efficacy of the different masks. Dr. Areola responded the more protective they are the more inconvenient. He said that N95 is not always feasible and that cloth masks are not as efficient, but they work.

Mayor Kelly asked what the county focus is with regard to educating the people. Dr. Areola said that it is a challenge. He said he has never heard so much misinformation and the threshold is higher to sift through the noise to get people the right information. He recommended that people talk to their doctor. They try to educate the elected officials to get them to put out the correct message, and also to educate on mitigation measures. They also hope that there isn't a variant that circumvents the vaccine. He said the department speaks regularly to media outlets and other venues to get information out on a regular basis. He said they are a small staff and they have been doing this for two years non-stop. It is tiring but they need to get the important information out to the residents.

CMBR Faidley thanked Dr. Areola, the Department of Health and the Johnson County Board of County Commissioners for their work. She said this has been a hard time and they have relied upon their information and leadership as a public health official, and that information has meant a great deal to them. Dr. Areola said not to hesitate to contact them at any time.

CMBR Poppa asked what information can be viewed on the dashboard. Dr. Areola said the dashboard is broken down by districts and zip codes. CMBR Poppa said it looks as though they are mirroring 12 months ago but the cases are not as high as last year. Dr. Areola said that is correct, but they are also seeing a portion of the population not reporting their cases.

#### **IV. Mayor's Report**

*No report was given.*

#### **V. Reports of City Liaisons and Committees**

##### **A. Ad-Hoc Historical Advisory Committee**

Chris Wolff, representative of the Ad Hoc Historical Committee, said they are working on copy for different marker signs they have proposed which will be presented at their next meeting. He did show them a mock-up of the interpretative signs that will tell the story of Roeland Park through signs and photographs.

Mr. Wolff also said he was stepping down from the leadership role as he is more of an idea man, and it is now time for implementation.

Mayor Kelly said he appreciates the time and effort that Mr. Wolff has given to the committee and also for his service to the City.

CMBR Madigan said Mr. Wolff has done a wonderful job and he would like to see him remain involved and he has a lot of historical knowledge and has come up with more in the past year than he thought was possible.

Mr. Wolff said he will still work with the City and is available in a supporting role.

## **VI. Unfinished Business**

### **A. COVID Mitigation Strategies**

Mayor Kelly said it is evidence that the Governing Body and staff cares about the health and well-being of their residents.

**MOTION:** CMBR HILL MOVED AND CMBR FAIDLEY SECONDED TO REMOVE THE MANDATE FROM THE TABLE. (THE MOTION CARRIED 8-0.)

Ms. Winn said the resolution does not list penalties but is modeled after New York City and reiterates best practices in regard to indoor masking.

Mayor Kelly appreciates the professionalism from Dr. Areola and the City staff's work putting together mitigation strategies. He said the focus of the White House is to get vaccinated. He also noted that the mandate will not persuade people to wear a mask, but their businesses deserve certainty. He reiterated the point made by Dr. Areola that despite their high vaccination rate of residents, there is no wall around Johnson County, and he supports the ability to be able to enforce masking indoors.

CMBR Rebne said when referencing the spike in cases, they need to continue to talk about a mitigation approach with masking, vaccines, and boosters. He said that what is safe for kids in schools is safe for all of them and he would support the ordinance.

CMBR Faidley offered an amendment to strike the language which addresses schools, public and private, and asked if that would violate the memorandum of understanding (MOU) with Bishop Miege High School. She said the public schools are under the authority of Johnson County but did not know what the legal implications would be if they passed this language. City Attorney Mauer responded that if they strike the private school language it would be consistent with the MOU. He added that the public space mentioned in the ordinance does not include public and private schools.

CMBR Poppa said he did not know if the ordinance is currently the most effective measure. He has spoken with the Northeast Johnson County Chamber President who said it is important to keep businesses open while keeping community members safe. He said they are generally supportive of the approach as outlined in the resolution and as well as the mitigation strategies; however, they believe it would be more effective as a regional approach to employ the mitigation strategies. CMBR Poppa also spoke with business owners and managers who have a concern of safety for their employees as it relates to individuals becoming irate at being forced to wear masks. He said until they have a county-wide approach with other cities along with Roeland Park, then the resolution would seem to be the most strategic right now.

CMBR Hill said they do not have months to get their neighbors on board and they need to look at this seriously. She asked Police Chief Morris if there was defiance against resolution. Chief Morris said

there was one incident at a convenience store where the employees were not following the resolution, so they called the corporate office. He said the department has received no specific calls for unruly behavior for noncompliance.

CMBR Madigan said the ordinance is enforceable where the resolution was not. From what he has read and in speaking with owners, the resolution is not enforceable. He said that the police will not stop investigating a robbery and go to a location because someone wasn't wearing a mask.

CMBR Rebne said they made a difference with the resolution. He noted that Price Chopper, Walmart, and Lowe's have had record sales and saying that they will lose business is unfounded.

CMBR Hill said that even though they did rescind the mandate, they said they would still offer support to businesses who wanted to continue. She asked what happened after the mandate expired. Police Chief Morris said he had his staff contact each business to let them know the resolution was in effect and they handed out flyers and when to each location even daycares. They did not do any notification when the mandate expired.

Mayor Kelly said there were a variety of strategies that Dr. Areola mentioned where they can utilize their time that has a practical impact.

CMBR Poppa wanted to know if they asked the businesses to keep the signage up.

CMBR Faidley said that businesses were told from their corporate offices to take the signs down after the mandate elapsed.

**MOTION:** CMBR HILL MOVED AND CMBR POPPA SECONDED TO CALL THE QUESTION. (MOTION CARRIED 7-1 WITH CMBR MADIGAN VOTING NO.)

City Administrator Moody said the options should be read as part of the ordinance.

A roll call vote was taken.

**MOTION:** CMBR HILL MOVED AND CMBR FAIDLEY SECONDED TO APPROVE ORDINANCE NO. 1022 - MASKING REQUIREMENTS. (MOTION FAILED 4-4 WITH CMBRS MADIGAN, DICKENS, BRAUER, AND POPPA VOTING NO.] *An ordinance needs five yes votes to pass.*

The Governing Body discussion then moved to Resolution 694.

CMBR Brauer asked how long they would keep the mask mandate in place.

CMBR Faidley asked for clarification on the trespass language. Mr. Mauer said it is identical to the previous resolution. He said it would be a violation of the City's trespass ordinance if they were contacted by store owner for someone not wearing a mask.

**MOTION:** CMBR POPPA MOVED AND CMBR DICKENS SECOND TO AMEND THE RESOLUTION TO INCLUDE THE TRESPASS CLAUSE TO STATE THE CITY WILL SUPPORT ANY BUSINESS THAT WOULD ENACT A MASK REQUIREMENT. (MOTION CARRIED 7-1 WITH CMBR HILL VOTING NO.)

Ms. Winn said they can add more of a business communication plan to the mitigation strategies.

**MOTION:** CMBR POPPA MOVED AND CMBR DICKENS SECONDED TO AMEND THE RESOLUTION TO INCLUDE CITY-OWNED BUILDINGS AND PUBLIC SPACES WOULD REQUIRE THE WEARING OF MASKS. (THE MOTION CARRIED 7-1 WITH CMBR HILL VOTING NO.)

CMBR Rebne asked what the expectation is with regard to signage and education.

Mayor Kelly said their mitigation strategies include outreach, \$10,000 of ARPA funds to be used to purchase masks, tests, and to do a broad educational campaign.

CMBR Hill recommended striking N95 masks as not a good or feasible option as stated by Dr. Areola. Mayor Kelly said the preference was for N95 as opposed to KN95 masks.

**MOTION:** CMBR POPPA MOVED AND CMBR FAIDLEY SECONDED TO ADOPT THE MITIGATION STRATEGIES AS OUTLINED IN THE PACKET. (MOTION CARRIED 7-1 WITH CMBR HILL VOTING NO.)

CMBR Hill said that the masks, if not worn correctly, are ineffective and the requested the language be changed to masks in general. Mayor Kelly said they will do the best they can in providing for their citizens.

CMBR Poppa asked for the motivation behind striking KN95 specifically. He said he ordered two boxes and they are readily available, but he did not know about bulk purchases.

CMBR Hill said in her own experience kids don't want them and they are hard to wear all day. She said with regular surgical masks they get more buy-in.

CMBR Madigan said he spends a lot of time at KU and has yet to see anything more than paper masks as a general rule. He said they shouldn't constrain themselves to one type of mask.

CMBR Rebne said it might be difficult for residents to obtain KN95 and they do look to the City to provide that. He suggested the language read KN95 or best available.

**MOTION:** CMBR HILL MOVED AND CMBR RAGLOW SECONDED TO STRIKE 1(a) TO READ "TO PURCHASE AND PROVIDE MASKS." (MOTION CARRIED 8-0)

**MOTION:** CMBR HILL MOVED AND CMBR REBNE SECONDED THAT THE MASK LANGUAGE WOULD READ KN95 OR BEST MASKS AVAILABLE. (MOTION CARRIED 8-0)

City Administrator Moody asked how the Council would like for the distribution of masks to occur.

Mayor Kelly said it would be as a broad education component and their relationship with businesses to let them know they are making masks available to them and at their request can deliver them. For citizens, they would be available at City Hall with proof of residency.

CMBR Faidley suggested as elected officials pairing up with the Police Department to help them. Mayor Kelly said to do it.

CMBR Faidley also asked if the educational component includes signage and when the mandate was in force before did those signs happen.

Police Chief Morris said each business had a different requirement for signs as to location, color, language, and size, and they just did not have enough funds to accommodate each business individually. They did, however, create sign templates online that were available for businesses to download.

Mayor Kelly ask with the \$10,000 allocated in ARPA funding if they could get a report as to the cost of signage at their January 3<sup>rd</sup> meeting. If at that time they find cost is a preclusion, they can address it at that time.

CMBR Poppa asked if they were getting the PIO involved. Ms. Winn said they will make sure Katie Garcia puts the information out on the City's website, on social media, and other venues they use to reach the public.

CMBR Poppa asked if they are able to tell City businesses of their intention regarding sign usage and placement. He also said he really liked CMBR Faidley's idea of Councilmembers partnering with the Police Department and reaching out to businesses.

CMBR Hill said when they voted in support of bigger signage before there was a problem, and now they are trying to do it again.

CMBR Faidley said that it needs to be the letter of the law regarding size and position but acknowledged it might be an issue with corporate regulations. Police Chief Morris said window signs are very hard to enforce as people can always say they never saw the sign. He said it needs to be a concerted effort on the part of everyone and that a sign will not fix the issue.

Mayor Kelly suggested at their January 3<sup>rd</sup> meeting they have a conversation on how to speak with businesses to promote effective signage.

CMBR Rebne said they have been down this road before adopting a resolution versus an ordinance. He said this is not an opportunity to water things down. He asked how signs can be practical if every corporation wants a difference sign. He added that this cannot be their main concern.

**MOTION:** CMBR POPPA MOVED AND CMBR MADIGAN SECONDED TO ADOPT RESOLUTION 694, AMENDING TO INCLUDE CITY SUPPORT OF A BUSINESS' ENFORCEMENT OF MASKING, AND THE REQUIREMENT OF WEARING MASKS INSIDE CITY-OWNED BUILDINGS AND AT PUBLIC SPACES, AND TO PROVIDE KN95 OR THE BEST MASKS AVAILABLE. (MOTION CARRIED 7-1 WITH CMBR HILL VOTING NO.)

## **VII. New Business**

### **A. Amend 2021 Budget**

**MOTION:** CMBR FAIDLEY MOVED AND CMBR MADIGAN SECONDED TO APPROVE TO AMEND THE 2021 BUDGET FOR THE TIF 1 FUND. (MOTION CARRIED 8-0)

**B. Committee Reappointments**

Mayor Kelly asked to amend the reappointment list to include Xavier Comeau and Michael Ryan to the Racial Equity Committee for reappointment.

CMBR Rebne noted there was an issue that occurred in the Arts Committee that was offensive to other artists and asked if this matter were resolved as he noted one of those persons was up for reappointment.

Mayor Kelly said he considered that in his appointment recommended, weighed the factors, spoke with the committee, and opted to make the recommendation at this time. He said the issue remains, but it will not be tolerated.

CMBR Faidley asked if the Mayor has had conversations with the individual. Mayor Kelly said he has had multiple conversations with multiple individuals and has had conversations to his satisfaction at this time.

CMBR Poppa requested that they do not have discussions that pertain to their residents on the dais.

CMBR Faidley said that residents reached out to the Mayor who wanted clarification.

CMBR Rebne said he is in support of all the reappointments with the exception of the individual being discussed.

**MOTION:** CMBR POPPA MOVED AND CMBR DICKENS SECONDED TO THE MAYOR'S REAPPOINTMENT RECOMMENDATIONS OF CHRISTINE WEBSTER, MARY SCHULTEIS AND LYNDIA LEONARD TO THE ARTS COMMITTEE; EMILY CRAMER AND MELISSA DOBBIN TO COMMUNITY ENGAGEMENT; ARDIE DAVIS, JUDY HYDE, AND LAURA SAVIDGE TO COMMUNITY FOUNDATION; LAURA SAVIDGE, JAIME DAVIS, LINDA THORNBURGH, SARAH MARTIN, JUDY HYDE, RUSSELL MCCORKLE, SARA COE, AND SANDRA BILLINGER TO PARKS; DIANE MORA, CARRIE PAULETTE, HAILE SIMS, AND MONICA ESPINOSA TO RACIAL EQUITY; JUDY HYDE TO SUSTAINABILITY; SARA COE, MICHAEL CALOVICH, AND LEONARD TOCCO TO AQUATICS; CHRIS WOLFF TO AD HOC HISTORICAL; AND ADDING XAVIER COMEAU AND MICHAEL RYAN TO THE RACIAL EQUITY COMMITTEE. (MOTION CARRIED 7-1 WITH CMBR REBNE VOTING NO.)

**C. New Committee Appointments**

**MOTION:** CMBR BRAUER MOVED AND CMBR REBNE SECONDED TO APPROVE EMILY CRAMER TO THE RACIAL EQUITY COMMITTEE AND DARREN NIELSEN TO THE BOARD OF ZONING APPEALS. (MOTION CARRIED 8-0.)

**D. Approve Agreement for Street Lighting and Traffic Signal Maintenance Services**

Mayor Kelly said he is getting a lot of comments on how good the streetlights look.

Public Works Director Scharff said there is a slight price increase of maintenance costs which is approximately \$1 per pole.

CMBR Faidley noted they bid out for the next three years. Public Works Director Scharff said Black & McDonald provided those numbers should the City decide to continue with them.

**MOTION:** CMBR MADIGAN MOVED AND CMBR REBNE TO APPROVE THE AGREEMENT WITH BLACK & MCDONALD FOR THE 2022 STREETLIGHT & TRAFFIC SIGNAL MAINTENANCE AT A COST NOT TO EXCEED \$40,283.50 (MOTION CARRIED 8-0.)

**E. Approve Agreement for 2<sup>nd</sup> Phase of Street Light Painting**

Public Works Director Scharff said there are 172 poles that remaining to be repainted. There has been an \$20/pole increase due to an increase in materials costs.

CMBR Hill asked about the reason one of the poles was down. Public Works Director Scharff said it is the result of a hit and run.

**MOTION:** CMBR POPPA MOVED AND CMBR MADIGAN TO APPROVE UNSCI INDUSTRIES TO RE-PAINT THE REMAINING 172 RESIDENTIAL STREETLIGHT POLES AT A COST NOT TO EXCEED \$62,000. (MOTION CARRIED 8-0.)

**VIII. Ordinances and Resolutions**

**A. Ordinance 1022 - Masking Requirements**

*This item was discussed in Unfinished Business - COVID Mitigation Strategies*

**B. Resolution 693 - Opioid Settlement**

**MOTION:** CMBR MADIGAN MOVED AND CMBR FAIDLEY SECONDED TO APPROVE THE RESOLUTION CERTIFYING CITY COSTS, AFFIRMING THAT THE CITY WILL ONLY SPEND FUNDS ON PERMISSIBLE PURPOSES, AND AUTHORIZING A CITY OFFICIAL TO EXECUTE ANY AGREEMENTS NECESSARY TO RECEIVE SETTLEMENT FUNDS. (MOTION CARRIED 8-0)

**IX. Reports of City Officials**

**A. COVID Report**

Mayor Kelly said Mr. Verbrugge's report is available in the agenda packet. He thanked Mr. Verbrugge for his work at Roeland Park and gave his best wishes for his endeavors in Washington, D.C.

**B. City Clerk Report**

City Clerk Nielsen said the staff holiday party will be Tuesday, December 28<sup>th</sup> at 11 a.m.

**C. Police Department Report**

Police Chief Morris reminded everyone that the Holiday Kindness Project continues.



**Adjourn:**

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

(Roeland Park City Council Meeting Adjourned at 7:56 p.m.)

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Kelley Nielsen, City Clerk

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Mike Kelly, Mayor

**Item Number:** Applications/Presentations- A.-1.  
**Committee** 1/3/2022  
**Meeting Date:**



## **City of Roeland Park**

Action Item Summary

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**Date:** 7/14/2021  
**Submitted By:** Keith Moody  
**Committee/Department:** Admin.  
**Title:** **Continue Discussion of Tree Preservation Regulations Policy  
- No Action to be Taken**  
**Item Type:** Other

### **Recommendation:**

**Per direction from Council at the prior workshop, attached are sample ordinances which would implement tree preservation regulations.**

### **Details:**

The sample ordinances attached would add section 13-506 to Article 5. Trees Shrubs and Growths in the City Code. The language was initially based upon an existing Fairway policy (see link below). Feedback from the Sustainability Committee, Parks and Trees Committee, Citizen Survey (attached) and discussions with City Council has brought about a number of iterations of the policy. The most recent reflects direction provided by Council at the 11/15/21 workshop. Specific changes incorporated in the policy following that workshop include:

1. A cap to the fee
2. Fee based upon number of replacement trees planted
3. Consideration extended to sites with an abundance of existing mature trees.
4. Clarified that the fee is not applicable to trees removed due to disease or posing a safety concern.
5. Clarified that the tree manager can establish a tree species list.

The difference between the two sample ordinances attached is that one only applies to public trees and the other applies to public trees and private trees located in a front yard.

Implementation of a new ordinance requires a simple majority of Council approval followed by publication. Significant public education on a either ordinance will be necessary.

Both versions provide a penalty for removing regulated trees without approval.

The fee concept was an element that received little support in the citizen survey. Removing the fee element eliminates the motivation for a person to leave mature trees in place. An application process is necessary for staff to track the removal and replacement process, eliminating this element would make administering the policy very difficult. The City will need to inventory the trees regulated in our GIS mapping system in order to effectively administer the policy. The cost to inventory public trees and front yard trees is estimated to cost between \$64k and \$72k. We estimated a third of the trees are in the public right of way so that portion of the work is estimated to cost between \$21k and \$24k, the balance of the cost would be for trees located in the front yard.

The Parks and Trees Committee reviewed a version of the policy on 7/14/21. The Committee was supportive of a policy applying to trees on public property but most members expressed concerns with a policy that applies to trees on private property. It was suggested that public input be sought out through a community forum or some other such engagement method prior to action on a policy applied to private trees. A member suggested holding removal of invasive species exempt from the policy.

The Sustainability Committee reviewed the draft policies at there 10/4/21 meetings. Their recommendation is to regulate all trees on both public and private property.

The Small Survey results reflect feedback from 100 households, which is a strong response from the 200 households who registered to participate in the Small Survey program when they completed the 2021 Citizen Satisfaction Survey. Please review the attached Small Survey report in detail.

The example which includes front yard trees as those regulated along with trees on public property is similar to the approach taken by Prairie Village recently (see link below). Most of the trees in the community are located on private property (front yard, side yard and back yard) and thus expanding the regulation so that trees on private property are also covered creates significant control by the City over the tree canopy. Such control will have supporters; those who find that trees make Roeland Park unique and enhance quality of life, those who recognize the environmental and ecological benefits of trees, and those who enjoy the appearance of trees. But will also have opponents; those who view the regulation as an infringement on property rights, those who want to expand solar energy generation, and those who view trees as a potential hazard to their safety and property (if they fall). These differing views can create conflict in the administration/enforcement of the policy. It is important to weigh these views as you consider the scope of the policy. The written responses included in the Small Survey report reflect these as well as other concerns.

Chris Brewster with Gould Evans has assisted staff on this effort and will review the attached presentation with you at the work shop. Chris was involved with the tree preservation regulations recently adopted by Prairie Village and Gould Evans provides assistance to Prairie Village in administration of the regulation. He has valuable insights to share.

### Financial Impact

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

## Additional Information

Attached is a cost estimate from Arbormasters to inventory the right of way and front yard trees. They estimate between \$64,000 and \$73,000 to complete an inventory of covered trees (> 20" diameter). They estimate between 7,500 and 8,500 trees at a price per tree of \$8.50. They would use the same GIS mapping program as used to inventory all of the trees on City owned property we recently completed.

Link to Roeland Park's Current Tree Policies:

[https://library.municode.com/ks/roeland\\_park/codes/code\\_of\\_ordinances?nodeId=CHXIIIISTSI\\_ART5TRSHGR](https://library.municode.com/ks/roeland_park/codes/code_of_ordinances?nodeId=CHXIIIISTSI_ART5TRSHGR)

Link to Fairway Tree Policy:

[https://library.municode.com/ks/fairway/codes/code\\_of\\_ordinances?nodeId=CH11TR](https://library.municode.com/ks/fairway/codes/code_of_ordinances?nodeId=CH11TR)

Link to Prairie Village Tree Policy:

[https://library.municode.com/ks/prairie\\_village/codes/code\\_of\\_ordinances?nodeId=CHXIXZORE\\_CH19.47LAST](https://library.municode.com/ks/prairie_village/codes/code_of_ordinances?nodeId=CHXIXZORE_CH19.47LAST)

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

### ATTACHMENTS:

| Description                                                       | Type       |
|-------------------------------------------------------------------|------------|
| ❏ Review of Tree Preservation Sample Ordinances by Gould Evans    | Cover Memo |
| ❏ Sample Tree Preservation Ordinance- Public Trees Only           | Cover Memo |
| ❏ Sample Tree Preservation Ordinance- Front Yard and Public Trees | Cover Memo |
| ❏ Tree Preservation Survey Results                                | Cover Memo |
| ❏ Economics of Urban Forestry by the Arbor Day Foundation         | Cover Memo |
| ❏ Tree Inventory Cost Estimate from Arbormasters                  | Cover Memo |





# Roeland Park Sustainability Committee

## Tree Protection Policy & Ordinance

City Council Work Session  
December 20, 2021

gouldevans



# Why Do This?

## Economic benefits

- Increase property values
- Promote more active civic and commercial spaces
- Civic / neighborhood pride and aesthetics

## Transportation benefits

- Slower, safer streets
- More comfortable and inviting walk / bike

## Public health benefits

- Less heat-related illness
- Improved air quality and less respiratory illness
- Increased active living

## Climate adaptation & ecosystem services

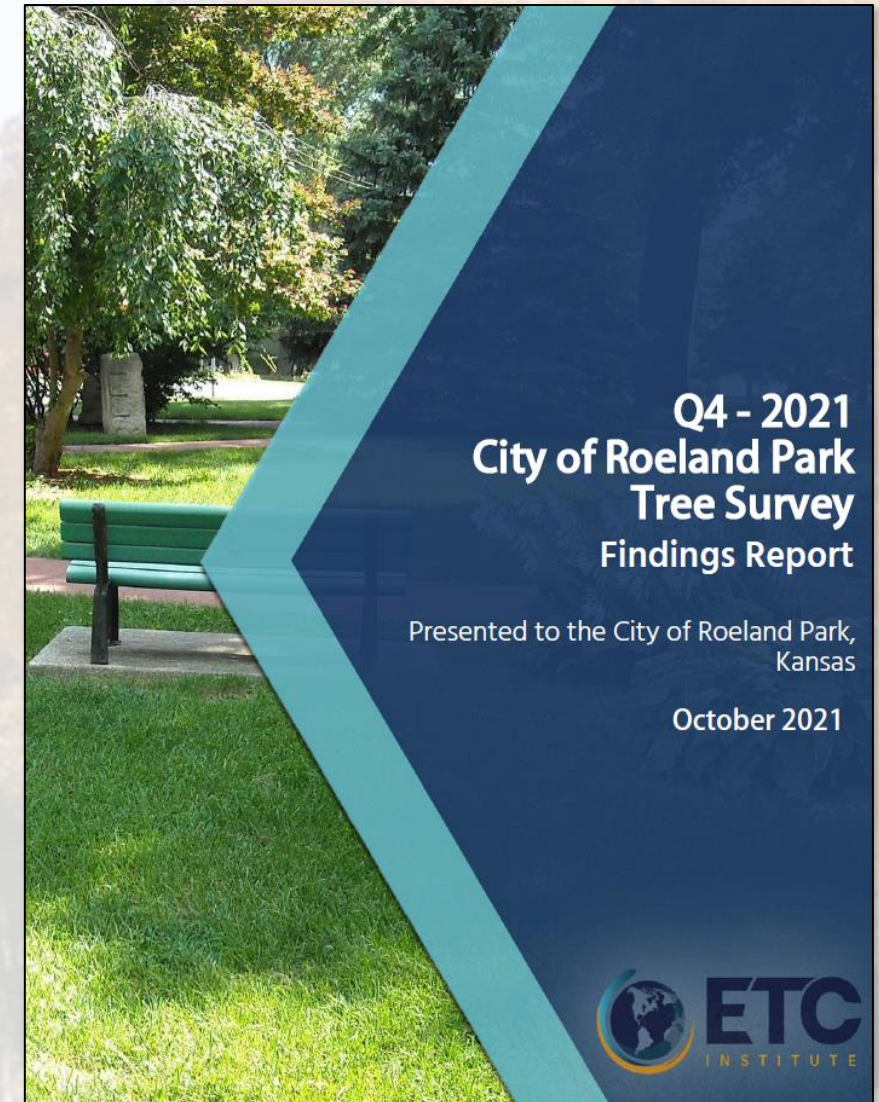
- Protect against flooding
- Reduce heat island effects
- Reduce greenhouse gas and absorb pollutants in runoff

All trees produce these benefits, but **older and larger trees produce them at far higher levels.** Therefore, it is important to protect older and more established trees



# Survey Results:

- Less support for required authorization to remove
- More support for requiring replacement vs. fees
- <https://www.goulddevans.com/studio/pi/treedist/> Concern over cost implications
- Preference for education over regulation
- Distinction between public and private trees





## 3 Key Questions:

What areas to protect?

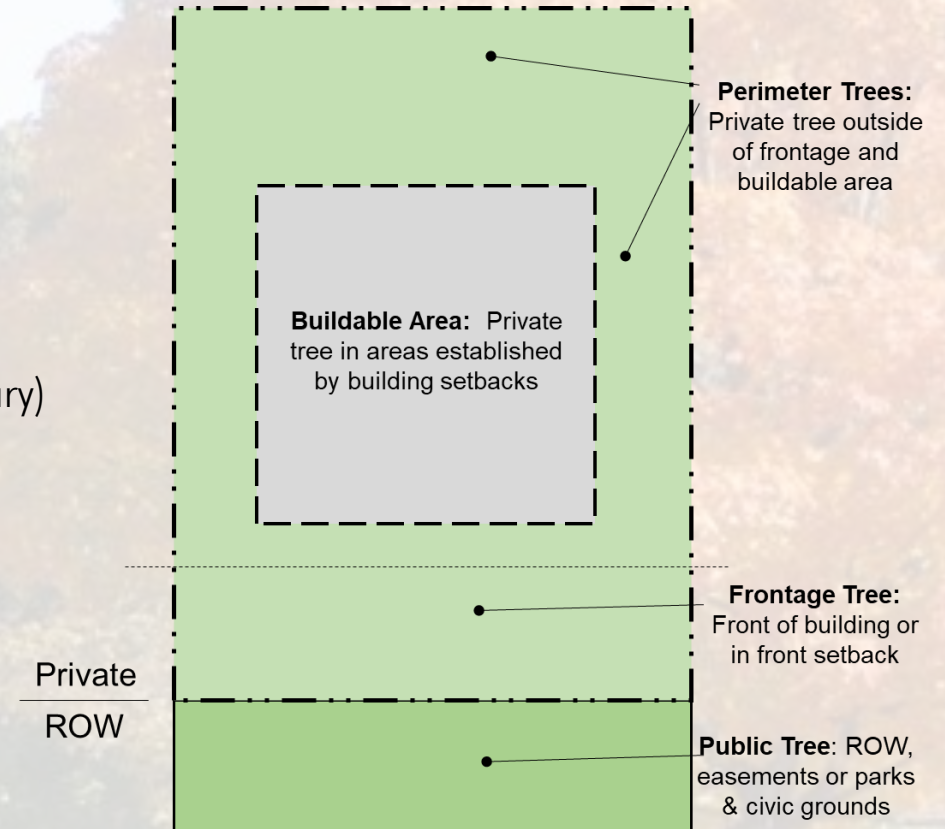
What is protected (size)?

How is protected (removal / mitigation requirements)?



# What areas to protect:

- ☐ Public trees only? (*right-of-way, easements, parks, civic grounds*)
- ☐ Frontage trees? (*front of building or in front setback*)
- ☐ Perimeter trees? (*side and rear setbacks or w/in 10' of property boundary*)
- ☐ All trees? (*including potentially buildable areas of private lots*)



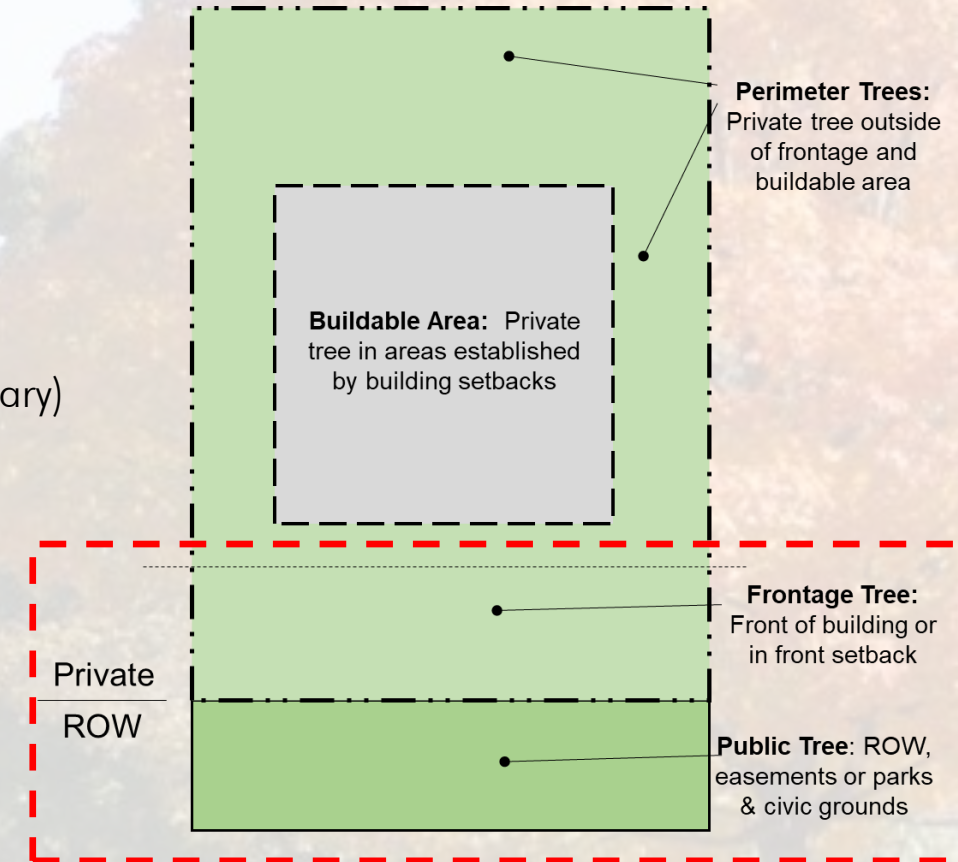


# What areas to protect:

- ☒ **Public trees only?** (*right-of-way, easements, parks, civic grounds*)
- ☒ **Frontage trees?** (*front of building or in front setback*)
- ☐ **Perimeter trees?** (*side and rear setbacks or w/in 10' of property boundary*)
- ☐ **All trees?** (*including potentially buildable areas of private lots*)

## Staff Draft:

- Option 1 - Public & Frontage Trees
- Option 2 – Public Trees Only





# What size is protected:

- ☐ Only very large trees? (30" dbh) ..... 90 yr ..... 200 yr+
- ☐ Large trees? (18" - 24" dbh) ..... 50 yr ..... 150 yr+
- ☐ Medium trees? (12" dbh) ..... 20 yr ..... 85 yr+
- ☐ Established trees? (6" -8" dbh) ..... 5 yr ..... 50 yr+
- ☐ All trees? (any dbh) ..... 0 yr ..... 10 yr+

*\* Most trees are 5 to 10+ years at planting*

*Approximate sizes based on range of growth factors; size is highly dependent on species and whether it is a fast or slow growth species*



# What size is protected:

|                                                                      |       |                     |
|----------------------------------------------------------------------|-------|---------------------|
| <input checked="" type="checkbox"/> Only very large trees? (30" dbh) | ..... | 90 yr ..... 200 yr+ |
| <input checked="" type="checkbox"/> Large trees? (18" - 24" dbh)     | ..... | 50 yr ..... 150 yr+ |
| <input checked="" type="checkbox"/> Medium trees? (12" dbh)          | ..... | 20 yr ..... 85 yr+  |
| <input type="checkbox"/> Established trees? (6" -8" dbh)             | ..... | 5 yr ..... 50 yr+   |
| <input type="checkbox"/> All trees? (any dbh)                        | ..... | 0 yr ..... 10 yr+   |

*\* Most trees are 5 to 10+ years at planting*

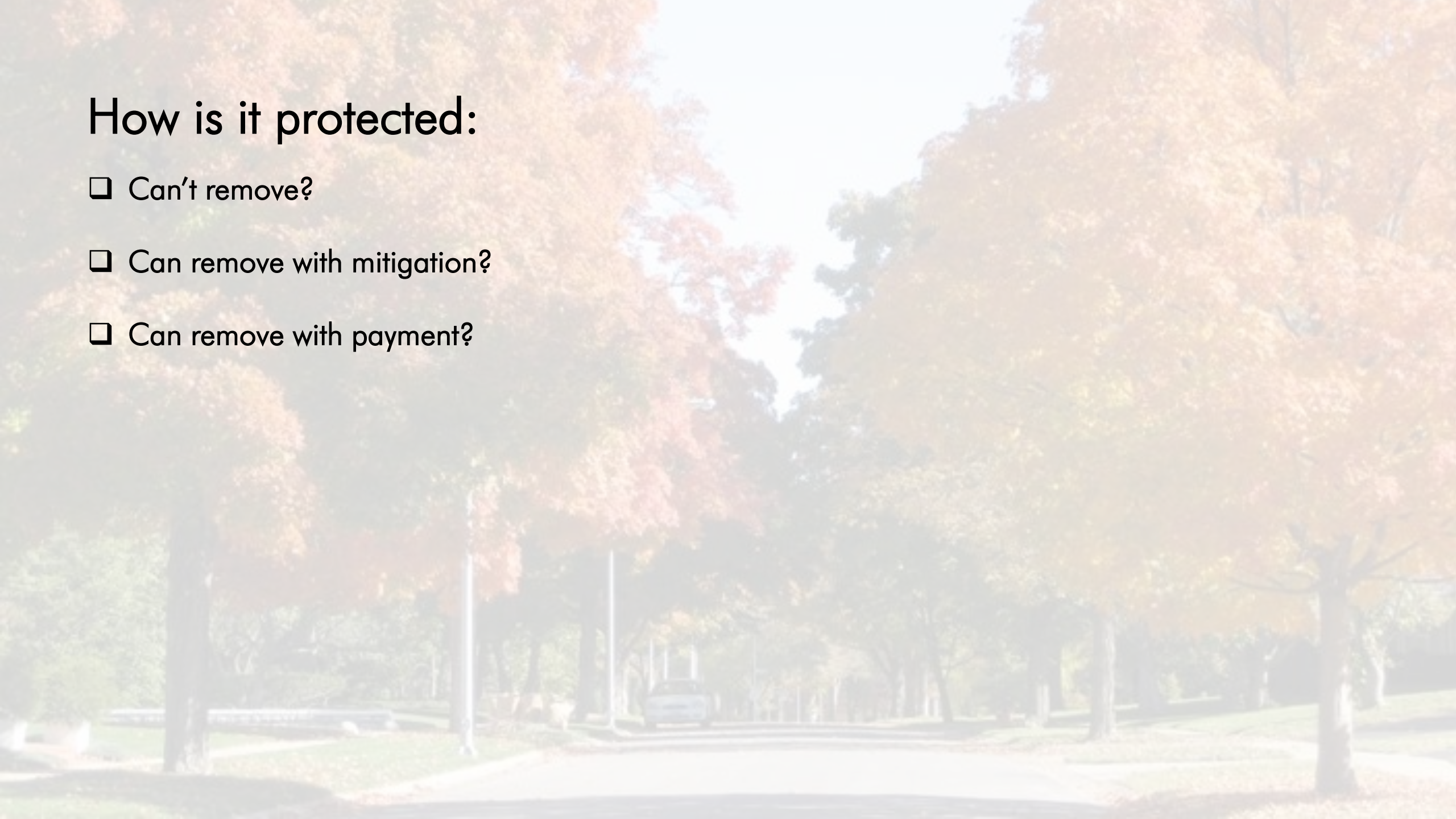
*Approximate sizes based on range of growth factors; size is highly dependent on species and whether it is a fast or slow growth species*

*Staff Draft*



# How is it protected:

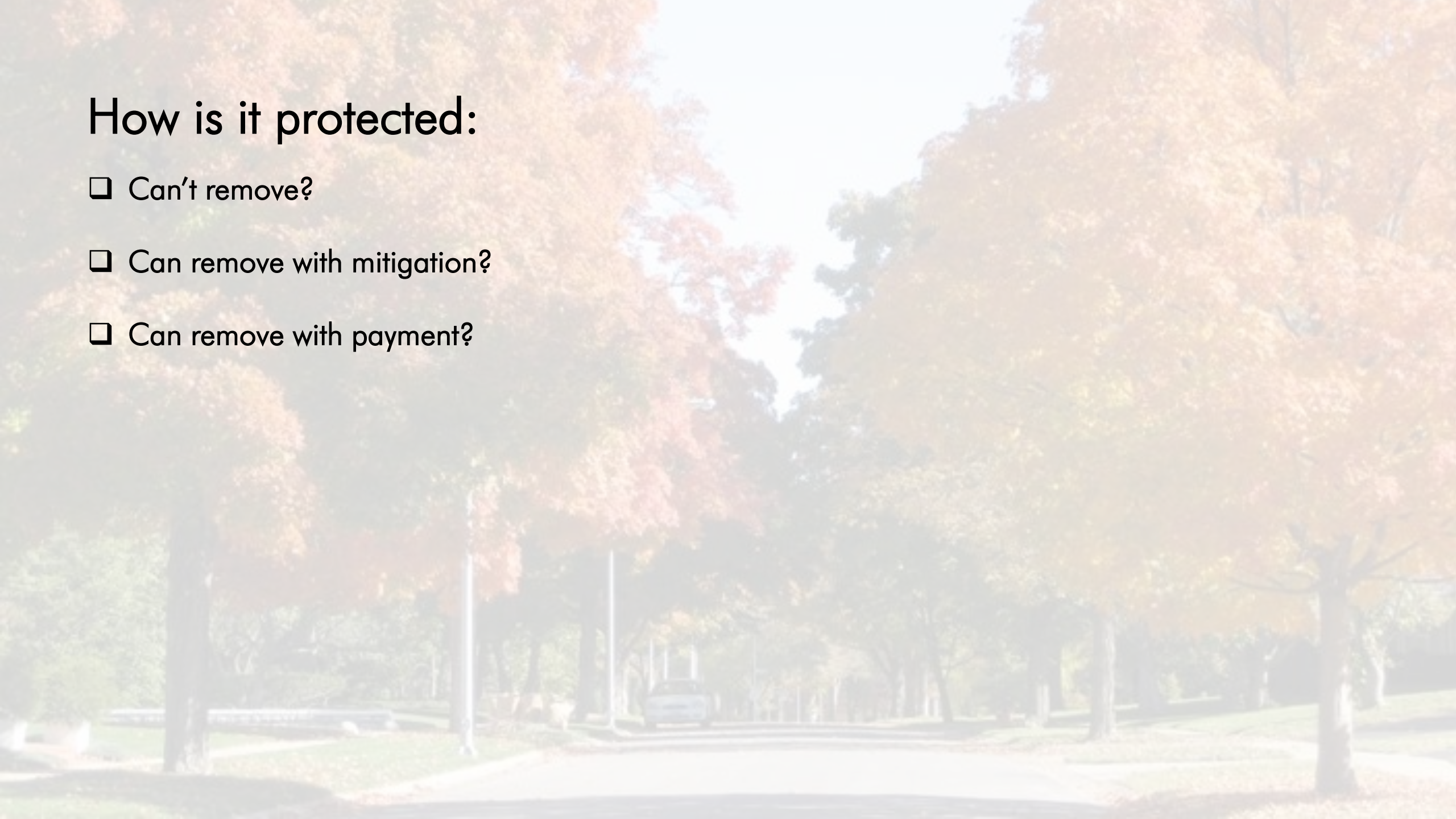
- ☐ Can't remove?
- ☐ Can remove with mitigation?
- ☐ Can remove with payment?





# How is it protected:

- ☐ Can't remove?
- ☐ Can remove with mitigation?
- ☐ Can remove with payment?





# How is it protected:

☑ Can't remove?

•----- For any tree 30" dbh+ ; City Council approval

☑ Can remove with mitigation?

☑ Can remove with payment?



## *Revised Mitigation Approach:*

- Replace with 1 tree = \$500 fee
- Replace with 2 trees = \$250 fee
- Replace with 3 trees = No fee
- No mitigation if more than 3 covered trees remain
- Option for no replacement = \$ 1,000 fee.
- Fee waived if tree replaced due to diseases or public safety reasons.

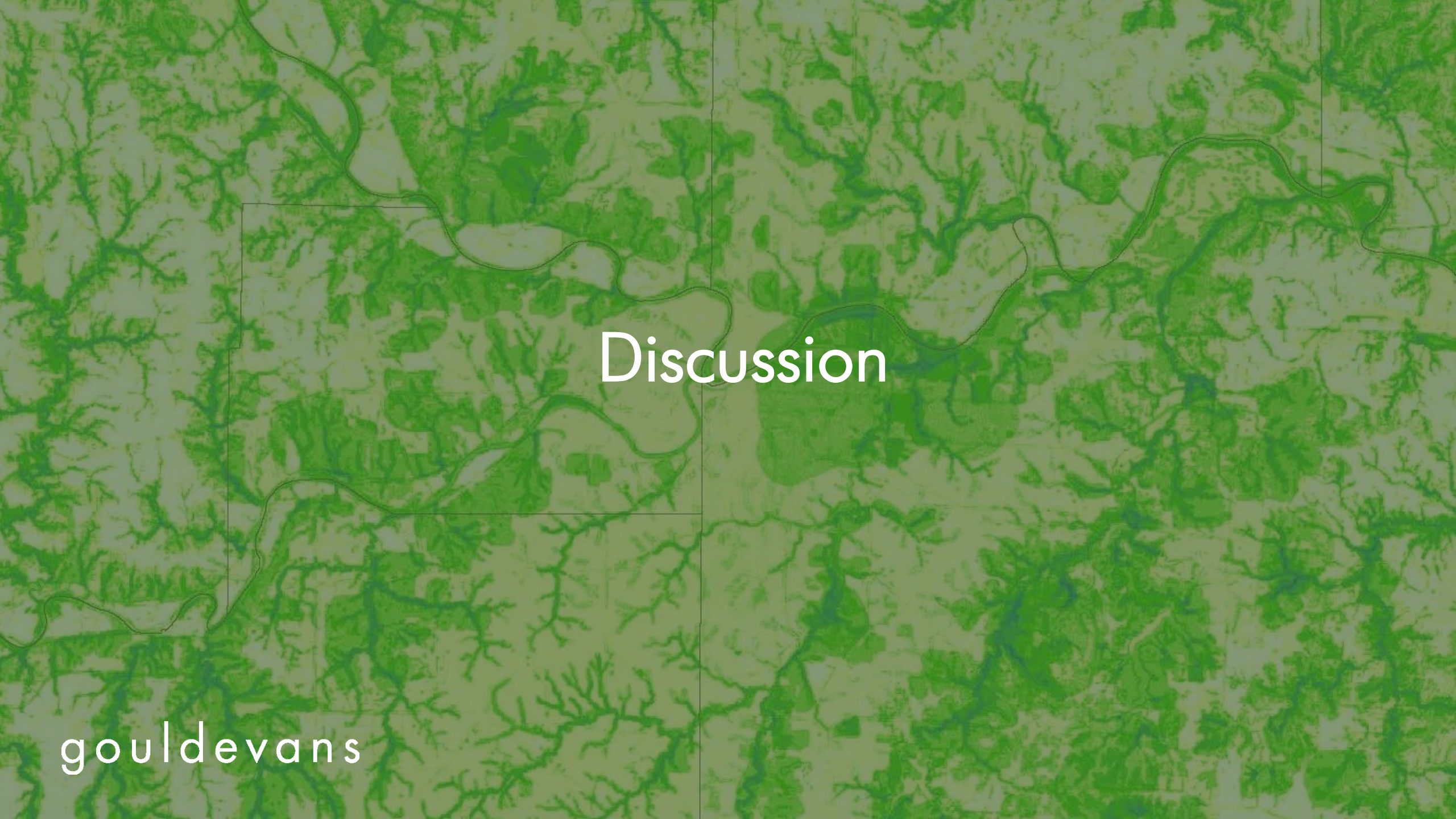
Staff Draft



# Rationale:

- *Based on “replacement value,” not the value of the loss of older trees:*
  - *Encourages planting more trees for long-term health of canopy.*
  - *Fees based on value of new trees, not the loss of older growth trees.*
  - *Fees / mitigation capped at 3 per lot frontage.*
  - *Should corresponded with public education component – proactive tree planting and/or public street tree program.*
- *Fee only applies if trees unnecessarily removed. No fee if:*
  - *Tree removed for disease or public safety reasons; OR*
  - *Tree removed and lot frontage retains sufficient “covered trees” (3 or more trees); OR*
  - *3 trees planted back (mitigating entirely with re-planting).*
- *Owner option for no trees, with removal fee:*
  - *\$1,000 reflects loss of public / neighborhood benefit and replacement value at other locations.*



An aerial photograph of a river network, likely a delta or floodplain, with a semi-transparent green overlay. A white rectangular box is drawn over the central-left portion of the image. The word "Discussion" is centered within this box in white text.

# Discussion

gouldevans

## Degrees of protection / options....

What is protected? (combinations of the following...)

- Public vs. Private (and private can be further refined – frontage, lot, buildable area)
- Distinctions in sizes as to if they are protected. (and based on area, different sizes can be protected.\_
- Only at some critical mass of development activity vs. all time (or a variation of ranges / activities / trigger events)

How is it protected?

- Can't remove (without permission... public private distinction...)
- If you remove you mitigate
  - Replace with equal inches
  - Replace with at least one and pay a fee for the rest
  - Replace with at least one, but up to ## additional trees based on size.
  - Pay a fee and not have a tree... (who would decide if this is an option since you are losing the objective)...

How is protection measured...

- Against removing an existing tree.
- Against removing so that property is deficient... but deficient to what standard (i.e. need a street tree or property landscape standard to measure against.)
- How is on-going enforcement addressed – formal obligation to keep in place or replant if removed, diseased, or dying.

Cost issues... comes up in 3 places;

- Cost to do the work (remove / plant / etc.) (mitigation)
- Cost for mitigation (fee for not putting it in OR fee for making up the difference for what went out vs. what went in) (mitigation / deterrent)
- Penalty – either for violating the ordinance OR for choosing to remove larger and/or priority trees. (deterrent)
- Exceptions: can the fees / mitigation be waived for reasonable removals or lessor priority trees? (could get complex)
- Exceptions: can the fees / mitigation be capped above some certain point for any removal... (could undermine purpose / deterren)



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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF ROELAND PARK,  
KANSAS AMENDING MUNICIPAL CODE CHAPTER 13, ARTICLE 5 “TREES  
SHRUBS AND GROWTH”**

**WHEREAS**, the City of Roeland Park desires to promote and preserve the general welfare of Roeland Park citizens and visitors by ensuring trees on the City’s property are protected.

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

**Section 1.** Chapter 13, Article 5 of the Roeland Park Municipal Code is hereby amended to read as follows:

**“Sec. 13-501. Maintenance.**

The City shall have the right to plant, maintain, treat and remove trees and shrubbery within the right-of-way abutting streets, alleys, avenues and boulevards within the City. It shall be the duty of the owners of property abutting any sidewalk, street, avenue, alley or parking to cut and trim the branches and limits of any trees or shrubbery as provided in section 8-402 of this Code. It shall also be the duty of the owner or occupant of any property abutting any street, avenue, alley or parking to cut and remove any dead tree, dead branches, dead limbs or dead shrubbery upon their property which extends over any street, avenue or alley.

**Sec. 13-502. Traffic Hazard.**

If the Chief of Police, Public Works Director, or their designee, determines that any tree or shrubbery located on any private property abutting any sidewalk, street, avenue, alley or parking constitutes a traffic or pedestrian hazard, by dangerously obstructing the view of drivers of vehicles or traffic entering a street from an intersecting street, he or she shall notify the owner of such abutting property to remove the same, and it shall be the duty of the owner to remove the same.

**Sec. 13-503. Trimming or Removal by City.**

If the Governing Body determines that the owner of property abutting any sidewalk, street, avenue, alley or parking has failed to comply with the requirements of sections 13-501 and 13-502, the City may proceed to order abatement of the nuisance in accordance with Article 3 of Chapter 8 of the Code.

**Sec. 13-504. Diseased or Infected Trees Upon Private Property.**

It shall be unlawful to harbor any tree or plant or shrubs infected or infested with disease or insect pest or larvae. It shall also be unlawful to store or otherwise harbor on any property in the City, the material from any diseased or infected trees. Upon failure of the owner to remove such infected, infested and diseased trees, shrubs and other growth, the City may order abatement of the nuisance in accordance with Article 3 of Chapter 8 of the Code.

**Sec. 13-505. Saving Clause.**

Nothing contained in this chapter shall prevent the trimming, cutting or removal of any tree, shrub or growth which endangers persons or property, and nothing herein contained shall interfere with the suppression of pests or disease, including the Dutch Elm disease.

**Sec. 13-506. Public Tree Protection Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in Section 13-506 *et seq.*, except where the context clearly indicates a different meaning:

*Tree Manager* means the Director of Public Works or his designee.

*Covered property* means real property located within the incorporated boundaries of the City that is owned, leased, or rented by the City, including all parkland and green space; and all easements and rights-of-way within the incorporated boundaries of the City that are used, in whole or in part, for a public road, highway or sidewalk.

*Diameter at breast height (DBH)* means the diameter in inches of a tree as measured through the main trunk at a point four and one-half feet (4.5') above the natural grade level.

*Drip line* means a vertical line run through the outermost portion of the canopy of a tree and extending down to the ground.

*Owner* means the person who has the legal title to the property or lessee, agent or other person acting on behalf of the titleholder with authorization to do so.

*Protected tree* means any tree that has a DBH of twelve inches (12") or more located on Covered Property. Trees that have received special care provided by the City for the treatment or prevention of disease or infestation may also be considered protected.

*Protective/temporary fencing* means a snow fence, chain-link fence, orange vinyl construction fence or other similar fencing with a minimum four-foot (4') height.

*Replacement tree* means a tree from the replacement tree list with a preferred caliper size of two and one-half inches (2.5") but a minimum of two inches (2"), measured twelve inches (12") from the ground and a total height of not less than seven feet (7') when planted.

*Tree removal authorization* means permission granted by the City to remove a protected tree.

**Sec. 13-507. Enforcement and Penalty.**

The Public Works Director or their designee shall serve as Tree Manager and have the authority to enforce the terms and conditions of this article. Any person, firm, corporation, agent, or employee thereof who violates any provision of this article shall be assessed an administrative fine of not more than five hundred dollars (\$500.00) for each incident. The unlawful injury, destruction or removal of each protected tree shall be considered a separate incident. In addition, all violations

shall be required to meet the requirements outlined under tree replacement provisions of this Section, or the Roeland Park Tree Fund. If any administrative fine or assessment to the Roeland Park Tree Fund shall remain unpaid thirty (30) days after receipt of notice of the imposition or assessment, the City may use any and all reasonable means available to collect the funds, including, but limited to, imposing a lien on the property for the amount of the fine or assessment.

**Sec. 13-508. Appeal Process.**

Any person, firm, corporation, agent, or employee thereof may submit a written appeal of a decision of the Tree Manager or designee to the Roeland Park Municipal Judge via the City Administrator's Office within ten (10) days of receipt of notice of the imposition or assessment. The appellant shall appear at a hearing before the Roeland Park Municipal Judge at the next regularly scheduled meeting. Any imposition or assessment affirmed or amended shall be paid to the City within fourteen (14) days to prevent the City from taking any and all reasonable means available to collect the funds, including, but not limited to, stop work orders or imposing a lien on the property for the unpaid portion of the fine or assessment.

**Sec. 13-509. Applicability of Section.**

The terms and provisions of this Section shall apply to all Covered Property.

**Sec. 13-510. Roeland Park Tree Fund.**

There is established a Roeland Park Tree Fund, which shall be a special account administered by the City. The Roeland Park Tree Fund shall be used only for purchasing, planting and maintaining of trees on covered property. The amount of payment required shall be calculated based on the following:

1. A property having 3 or more "Covered trees" in the public right of way adjacent to the front yard may remove a "Covered tree" and replace it with a "Replacement tree" without need to contribute to the tree fund.
2. A property having fewer than 3 "Covered trees" in the public right of way adjacent to the front yard may remove a "Covered tree" and replace it with-
  - a. One "Replacement tree" and pay \$500 to the tree fund
  - b. Two "Replacement trees" and pay \$250 into the tree fund
  - c. Three "Replacement trees" and pay no fee

If approved by the Tree Manager, an applicant or owner may make a \$1,000 payment into the Roeland Park Tree Fund in lieu of planting replacement trees, this would be an exception to the norm as the intent of the policy is to encourage the preservation of the tree canopy within the City by adding new trees when mature trees are removed. Any tree that is authorized for removal due to disease and health of the tree, or other public safety reasons, may have the mitigation fee waived provided at least one replacement tree is planted.

**Sec. 13-511. Tree Protection.**

Prior to demolition or construction, the following procedures shall be followed on all types of construction projects. It is the responsibility of the developer and/or contractor and his or her subcontractors to take appropriate action to preserve all protected trees and feature trees during all phases of construction.



(1) *Protective/temporary fencing.* Protective/temporary fencing shall be required for all protected trees and feature trees to prevent infringement on the root system from any construction-related activities. The protective fencing shall be installed according to tree diameter at breast height (DBH) as follows:

(a) Trees greater than twenty-eight-inch (28") DBH must have a fence to encompass a perimeter twenty feet (20') from center or seventy-five percent (75%) of drip line (whichever is lesser);

(b) Trees between twenty-inch (20") and twenty-eight-inch (28") inch DBH must have a fence to encompass a perimeter fifteen feet (15') from center of tree or seventy-five percent (75%) of drip line (whichever is lesser);

(c) Trees less than twenty-inch (20") DBH must have a fence to encompass a perimeter ten feet (10') from the center of the tree or seventy-five percent (75%) of the drip line (whichever is lesser).

Fencing shall exclude any preexisting structures, foundations, slabs, roadways, highways, and driveways. The fencing is to be installed along the edge of the driveways/roadways encompassing the tree to restrict access from the street side. All fencing must appear on construction documents and shall be installed prior to any other construction-related activity. The fencing shall remain in place at all times until all other construction-related activity has been completed or final grade achieved.

(2) *Prohibited activities.* Prohibited activities adjacent to trees shall include the following:

(a) *Material storage.* No materials for construction or waste accumulated due to excavation, demolition, or construction shall be placed under the canopy of any protected tree or feature tree.

(b) *Equipment cleaning/liquid disposal.* No equipment shall be cleaned, or other materials or liquids deposited or allowed to flow over land within the limits of the canopy of a protected tree or a feature tree. This includes, without limitation, paint, old solvents, asphalt, concrete, mortar or similar materials.

(c) *Tree attachments.* No signs, wires or other attachments other than those of a protective nature shall be attached to any protected tree or feature tree.

(d) *Vehicular traffic.* No vehicular and/or construction equipment traffic or parking shall take place within the limits of the protective fencing.

(e) *Grade changes.* No grade changes in excess of two inches (2") (cut or fill) shall be allowed within the limits of the drip line of any protected tree or feature tree.

(f) *New impervious paving.* No new paving with asphalt, concrete or other impervious materials in a manner which may, in the reasonable discretion of the Tree

Manager, reasonably be expected to severely damage or kill a tree shall be placed within the limits of the drip line of a protected tree or a feature tree.

(g) *Exceptions.* Notwithstanding anything contained in this Section shall not prohibit work that is necessary to install, maintain, repair, replace or remove utility lines or activity that merely disrupts the surface of the ground.

#### **Sec. 13-512. Tree Removal.**

*Authorization.* No person, directly or indirectly, shall cut down, destroy, move or remove, or effectively destroy, any protected tree located on covered property without first obtaining tree removal authorization. Generally, if a tree removal authorization is granted, the applicant shall replace the protected trees being removed with replacement trees. A sufficient number of replacement trees shall be planted so that the total caliper of the replacement trees is equal to the caliper of the tree removed as measured at DBH. If, for whatever reason, planting replacement trees is deemed infeasible, the owner shall make payment to the Roeland Park Tree Fund.

*Process.* Owners must request tree removal authorization in writing to the Tree Manager. If the removal is in conjunction with a construction project, the written request must be submitted at the same time as the building permit application.

*Authority to review; approval.* The Tree Manager shall be responsible for the review and approval of all requests for tree removal authorizations submitted in accordance with the requirements specified in this article. Upon receipt of a completed application, the Tree Manager may take one (1) of the following actions:

(1) *Deferral of decision.* The Tree Manager may defer the approval of a tree removal authorization to the Board of Zoning Appeals for any reason. All decisions made by the Board of Zoning Appeals shall be final.

(2) *Approval.* The Tree Manager shall issue tree removal authorization provided the owner has agreed in writing to either meet the tree replacement criteria or make payment to the Roeland Park Tree Fund.

(3) *Replacement Tree List.* The Tree Manager shall determine which species are eligible as replacement trees based on size at maturity, appropriateness for this region, and the context of a specific site. The Tree Manager may maintain a list of required or preferred species based on any reputable or professional tree resources applicable to this region.

*Authorization expiration.* Tree removal authorization issued in connection with an approved building permit or site plan shall be valid for the period of that building permit's or site plan's validity. A tree removal authorization not issued in connection with an approved building permit or site plan shall become void after one hundred and eighty (180) days after the date of approval.

*Authorization for removal of a protected tree with DBH > 30" feature tree.* A protected tree with DBH > 30" may only be removed with approval from the City Council provided that one (1) of the following criteria is met. The burden of proof that a criterion has been met falls upon the applicant:

(1) The tree is dead. Commonly an expert such as a licensed arborist would provide confirmation to satisfy these criteria.

(2) The tree is diseased or dying and constitutes a threat to healthy trees, to property, or to public safety. Commonly an expert such as a licensed arborist would provide confirmation to satisfy these criteria.

(3) Removal of the tree is necessary for construction, development, or redevelopment, and:

(a) All reasonable efforts have been made to avoid removing the tree for construction/development and removal cannot be avoided.

(b) The presence of the tree places undue financial burden on the applicant.

(c) No other reasonable accommodations can be made to preserve the tree."

**Section 2.** This Ordinance shall become effective upon publication in the City's newspaper.

Passed by the Governing Body of the City of Roeland Park, Kansas this 23rd day of August 2021.

\_\_\_\_\_  
Mike Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Kelley Nielsen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven E. Mauer, City Attorney

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*Covered property* means the front yard of privately owned lots or parcels as well as all right of ways, parkland, green space and city owned property within the incorporated boundaries of the City.

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*Front Yard* means the portion of privately owned land running the full width of a lot or parcel between the public street right of way line and the front elevation of the main building.

*Owner* means the person who has the legal title to the property or lessee, agent or other person acting on behalf of the titleholder with authorization to do so.

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(a) Trees greater than twenty-eight-inch (28") DBH must have a fence to encompass a perimeter twenty feet (20') from center or seventy-five percent (75%) of drip line (whichever is lesser);

(b) Trees between twenty-inch (20") and twenty-eight-inch (28") inch DBH must have a fence to encompass a perimeter fifteen feet (15') from center of tree or seventy-five percent (75%) of drip line (whichever is lesser);

(c) Trees less than twenty-inch (20") DBH must have a fence to encompass a perimeter ten feet (10') from the center of the tree or seventy-five percent (75%) of the drip line (whichever is lesser).

Fencing shall exclude any preexisting structures, foundations, slabs, roadways, highways, and driveways. The fencing is to be installed along the edge of the driveways/roadways encompassing the tree to restrict access from the street side. All fencing must appear on construction documents and shall be installed prior to any other construction-related activity. The fencing shall remain in place at all times until all other construction-related activity has been completed or final grade achieved.

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(e) *Grade changes.* No grade changes in excess of two inches (2") (cut or fill) shall be allowed within the limits of the drip line of any protected tree or feature tree.

(f) *New impervious paving.* No new paving with asphalt, concrete or other impervious materials in a manner which may, in the reasonable discretion of the Tree Manager, reasonably be expected to severely damage or kill a tree shall be placed within the limits of the drip line of a protected tree or a feature tree.

(g) *Exceptions.* Notwithstanding anything contained in this Section shall not prohibit work that is necessary to install, maintain, repair, replace or remove utility lines or activity that merely disrupts the surface of the ground.

### **Sec. 13-512. Tree Removal.**

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*Authorization expiration.* Tree removal authorization issued in connection with an approved building permit or site plan shall be valid for the period of that building permit's or site plan's validity. A tree removal authorization not issued in connection with an approved building



permit or site plan shall become void after one hundred and eighty (180) days after the date of approval.

*Authorization for removal of a protected tree with DBH > 30".* A protected tree with a DBH > 30" may only be removed with approval from the City Council provided that at least one (1) of the following criteria is met. The burden of proof that a criteria has been met falls upon the applicant:

(1) The tree is dead. Commonly an expert such as a licensed arborist would provide confirmation to satisfy these criteria.

(2) The tree is diseased or dying and constitutes a threat to healthy trees, to property, or to public safety. Commonly an expert such as a licensed arborist would provide confirmation to satisfy these criteria.

(3) Removal of the tree is necessary for construction, development, or redevelopment, and:

(a) All reasonable efforts have been made to avoid removing the tree for construction/development and removal cannot be avoided.

(b) The presence of the tree places undue financial burden on the applicant.

(c) No other reasonable accommodations can be made to preserve the tree."

**Section 2.** This Ordinance shall become effective upon publication in the City's newspaper.

Passed by the Governing Body of the City of Roeland Park, Kansas this 23rd day of August 2021.

\_\_\_\_\_  
Mike Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Kelley Nielsen, City Clerk

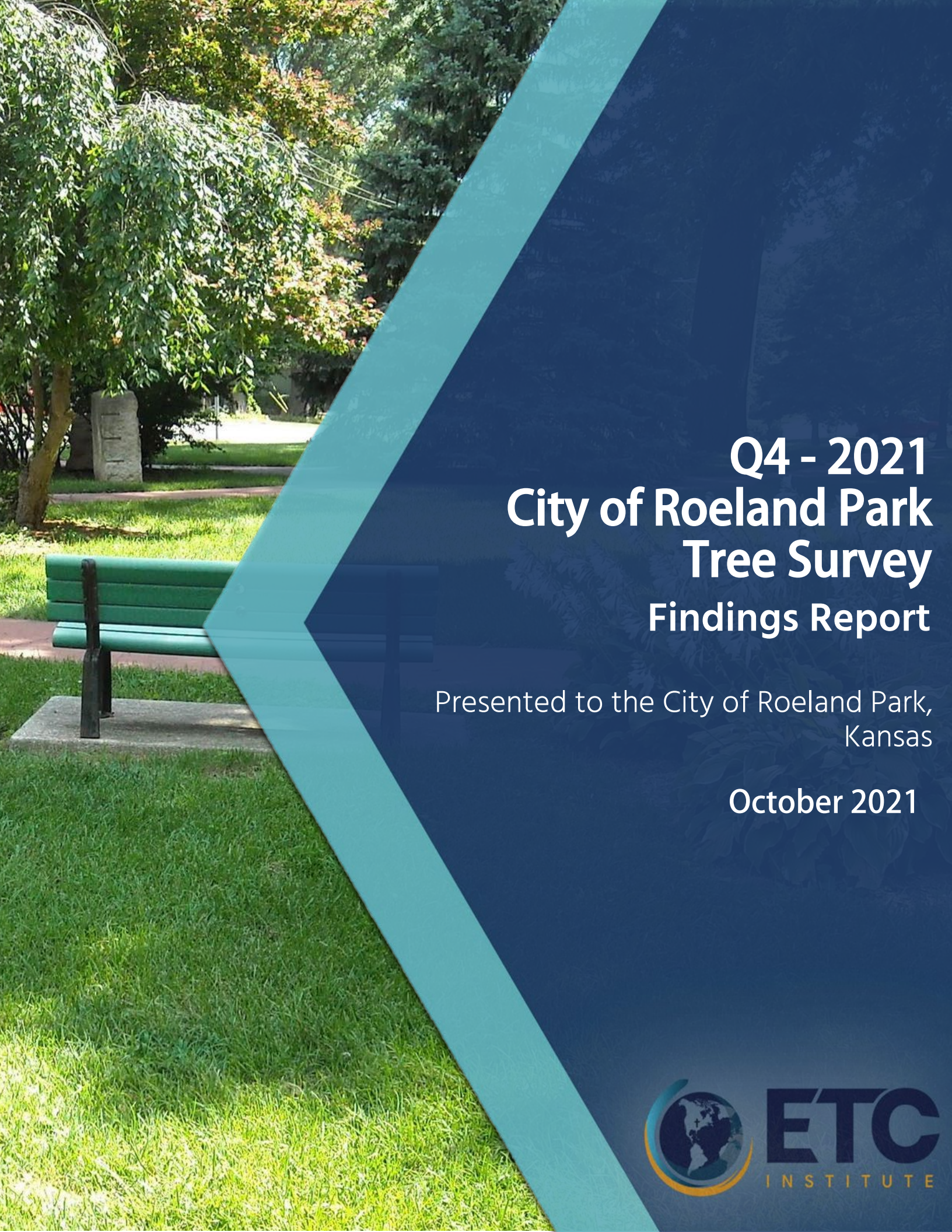
APPROVED AS TO FORM:

\_\_\_\_\_  
Steven E. Mauer, City Attorney

1

## Charts and Graphs:





# **Q4 - 2021 City of Roeland Park Tree Survey Findings Report**

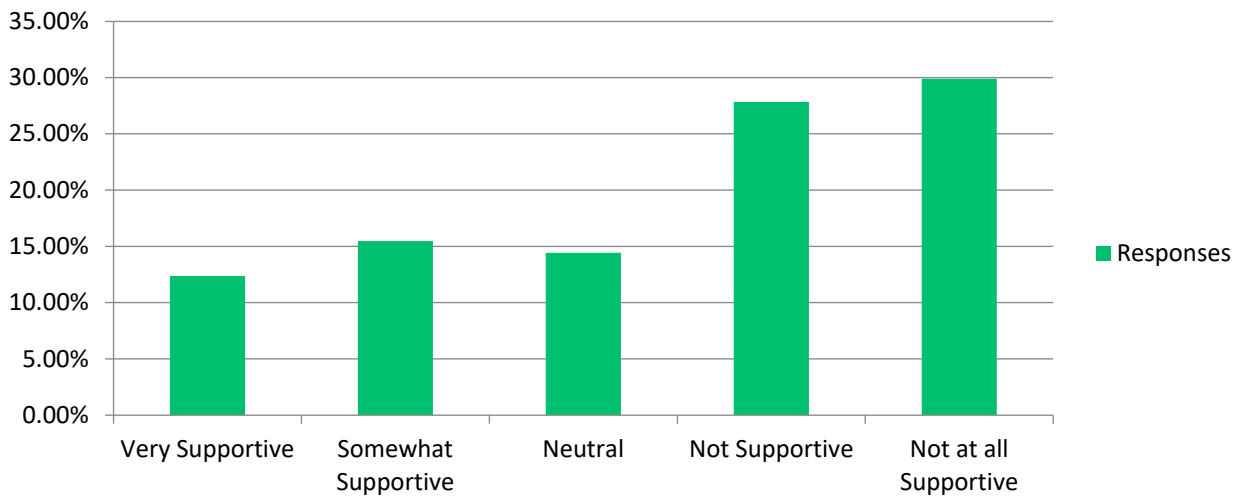
Presented to the City of Roeland Park,  
Kansas

October 2021

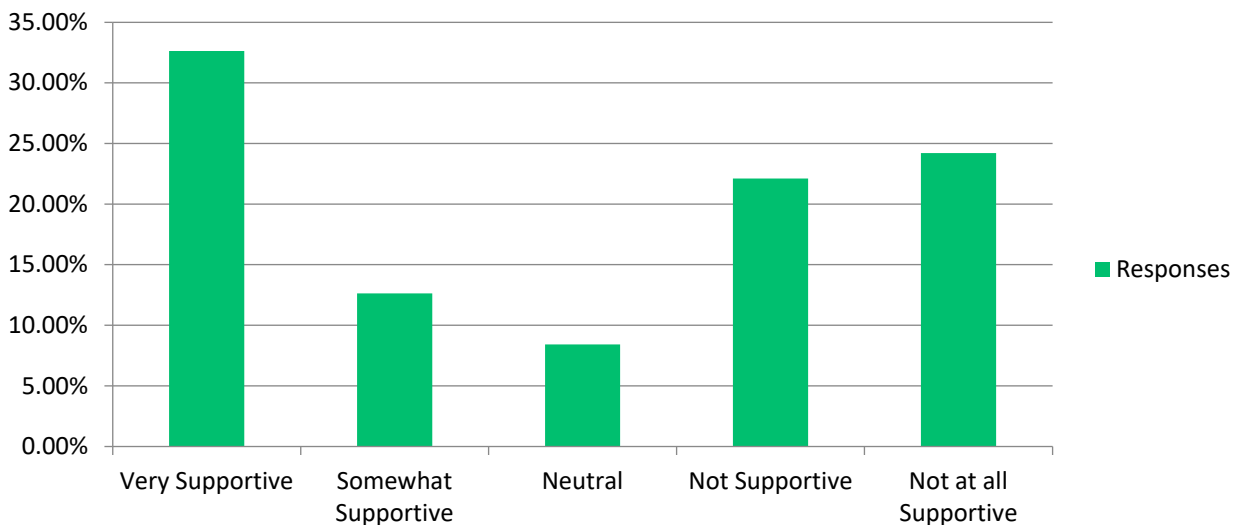




**Q1. How supportive would you be of the City of Roeland Park implementing regulations requiring a property owner to secure City authorization to remove a tree from their property or the right of way adjacent to their property?**

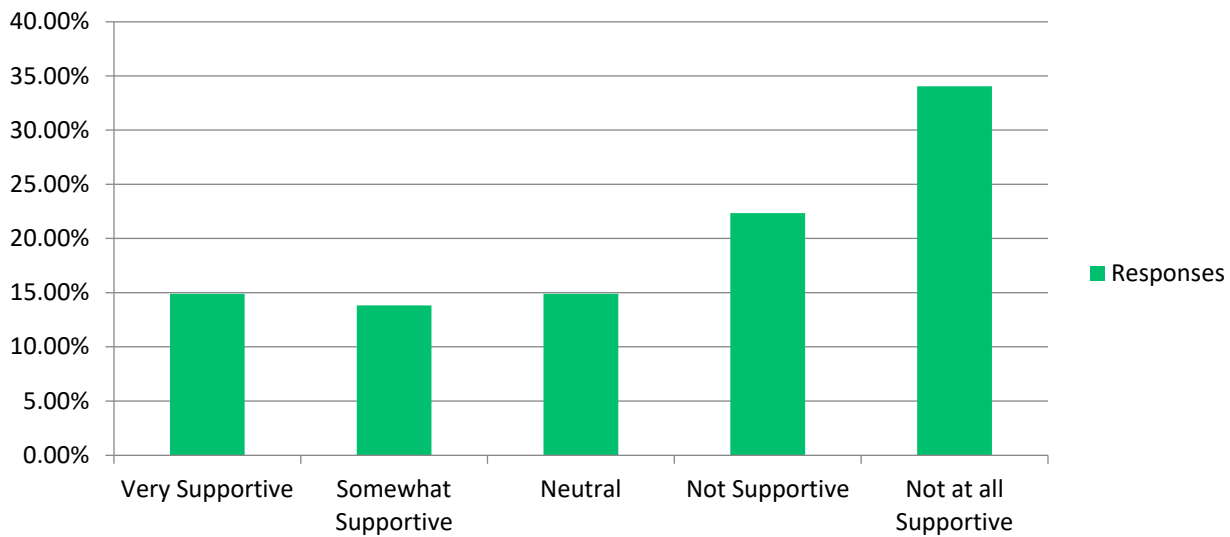


**Q3. How supportive would you be of the City requiring residents who remove a mature tree on their property to replace that tree by planting new trees on their property?**

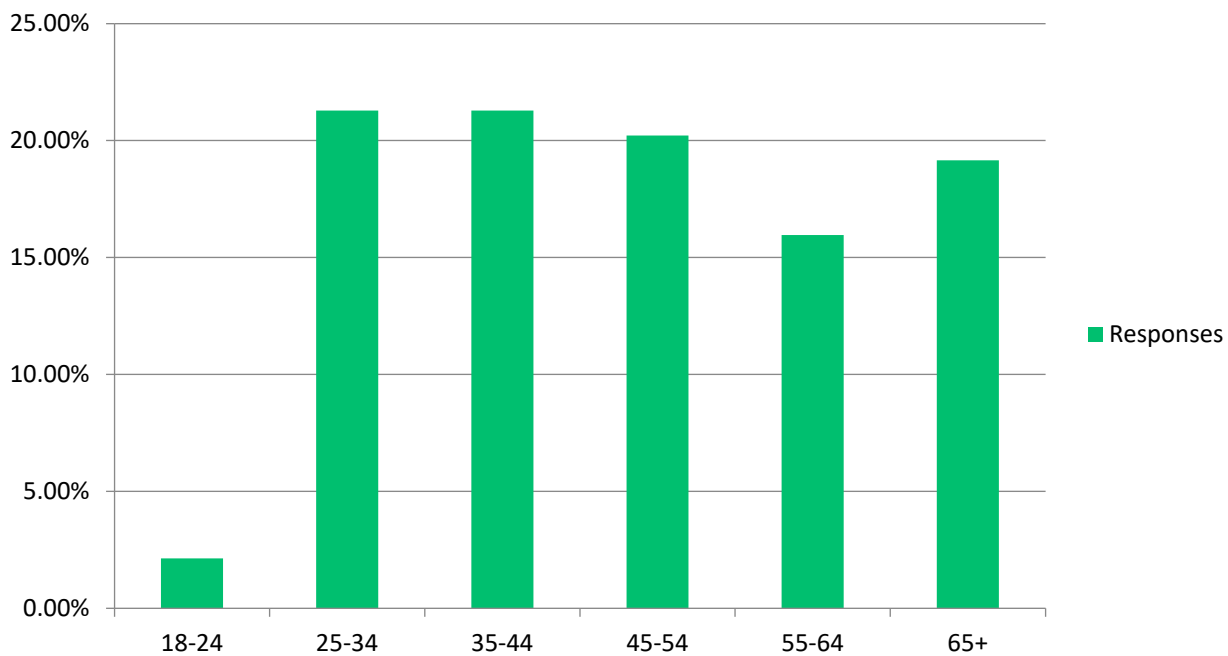




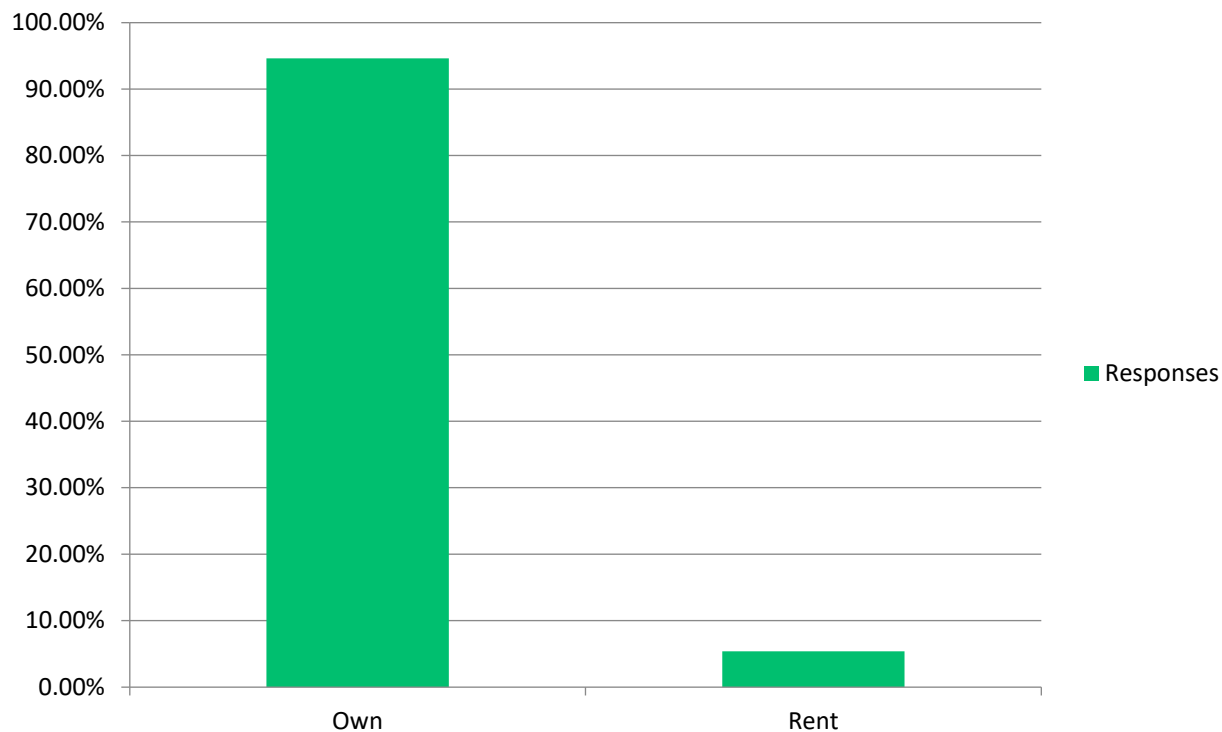
Q5. How supportive would you be of the City requiring residents who remove a mature tree on their property to pay into a tree preservation fund? The tree preservation fund would be used by the City of Roeland Park to maintain trees on public property and could



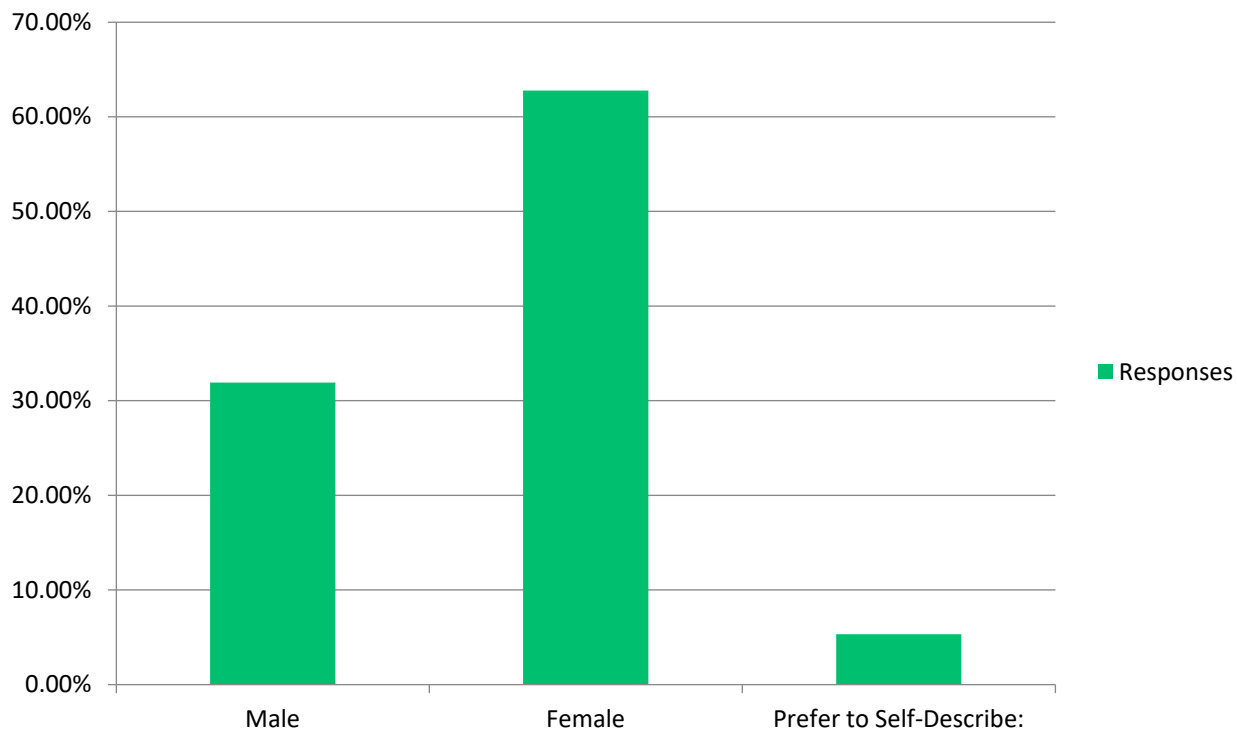
Q7. Your age:



### Q8. Do you own or rent your home?



### Q9. Your gender:



2

Tabular Data

# Roeland Park Tree Survey Results

(N=98, margin of error +/-9.9% at the 95% level of confidence)

**Q1. How supportive would you be of the City of Roeland Park implementing regulations requiring a property owner to secure City authorization to remove a tree from their property or the right of way adjacent to their property?**

| Answer Choices        | Percentage %   |
|-----------------------|----------------|
| Very Supportive       | 12.37%         |
| Somewhat Supportive   | 15.46%         |
| Neutral               | 14.43%         |
| Not Supportive        | 27.84%         |
| Not at all Supportive | 29.90%         |
| <b>GRAND TOTAL</b>    | <b>100.00%</b> |

**Q3. How supportive would you be of the City requiring residents who remove a mature tree on their property to replace that tree by planting new trees on their property?**

| Answer Choices        | Percentage %   |
|-----------------------|----------------|
| Very Supportive       | 32.63%         |
| Somewhat Supportive   | 12.63%         |
| Neutral               | 8.42%          |
| Not Supportive        | 22.11%         |
| Not at all Supportive | 24.21%         |
| <b>GRAND TOTAL</b>    | <b>100.00%</b> |

**Q5. How supportive would you be of the City requiring residents who remove a mature tree on their property to pay into a tree preservation fund? The tree preservation fund would be used by the City of Roeland Park to maintain trees on public property and could be used to fund planting trees on private property when the owner meets certain low-income criteria.**

| Answer Choices        | Percentage %   |
|-----------------------|----------------|
| Very Supportive       | 14.89%         |
| Somewhat Supportive   | 13.83%         |
| Neutral               | 14.89%         |
| Not Supportive        | 22.34%         |
| Not at all Supportive | 34.04%         |
| <b>GRAND TOTAL</b>    | <b>100.00%</b> |



## DEMOGRAPHICS

| <b>Q7. Your age:</b>  |                     |
|-----------------------|---------------------|
| <b>Answer Choices</b> | <b>Percentage %</b> |
| 18-24                 | 2.13%               |
| 25-34                 | 21.28%              |
| 35-44                 | 21.28%              |
| 45-54                 | 20.21%              |
| 55-64                 | 15.96%              |
| 65+                   | 19.15%              |
| <b>GRAND TOTAL</b>    | <b>100.00%</b>      |

| <b>Q8. Do you own or rent your home?</b> |                     |
|------------------------------------------|---------------------|
| <b>Answer Choices</b>                    | <b>Percentage %</b> |
| Own                                      | 94.62%              |
| Rent                                     | 5.38%               |
| <b>GRAND TOTAL</b>                       | <b>100.00%</b>      |

| <b>Q9. Your gender:</b> |                     |
|-------------------------|---------------------|
| <b>Answer Choices</b>   | <b>Percentage %</b> |
| Male                    | 31.91%              |
| Female                  | 62.77%              |
| Prefer to self-describe | 5.32%               |
| <b>GRAND TOTAL</b>      | <b>100.00%</b>      |



## Open Ended Responses

# Roeland Park Tree Survey Results

## Open-Ended Responses

**Q2. If you gave a “not supportive” or “not at all supportive” response to Q1, please tell us why.**

What right do you have to tell a property owner what they can and cannot do? Are you a bunch of Communists?

If a tree needs to come down, it's the property owners decision. Should not have to go through bureaucracy to do what must be fine. A tree dropping limbs every other week needs to come down.

1) Worry that it will become a more costly & bureaucratic effort (cost of specialized arborist, time spent convincing city council, and more money). “Most” folks who cut down trees have valid reasons (tree is dying or diseased, or tree is damaging house via its roots or limbs).

2) If the city agrees to pay for any damages done to property for said tree that is forced to stay then maybe I would concede.

3) Open to reasonable idea of requiring another tree of similar type to be replanted (but knowing that it will take years to become a “big” tree). Not open to expecting someone to replant the same “immediate sized tree” to fill the space.

4) RoPa has beautiful trees, yes! But I really feel the city should try to first manage/enforce some of its less costly ordinances (parking, grass on sidewalks/curbs cracks, trash bins that don't stay in the open all week, noise after 10 pm, etc). These cost the city tax payer less and would also beautify the city.

5) Trimming a tree is costly enough (\$1000s). I honestly don't believe folks are cutting down trees just for the fun of it.

6) Incentive planting more trees, but don't make it a huge ordeal (financial & time) for a family who needs to maintain their property & home. They are not spending \$1000 because they want to. Trust me.

It's my property, my right to decide. Will the city pay when a branch comes down and damages someone's property?

It's owned by the home owner not the city or other residents

Trees are just so expensive to remove. If this is gonna happen. It would be helpful if there is a grant or City money to help with this.

We pay significant property taxes to own our homes and land. To go through yet another bureaucratic headache to do something with our property would be less than ideal

I don't see a need to add a layer of 'red tape' to remove a tree from property that I own. When a tree needs to come down b/c of pest damage, weather, etc and time is a concern, why further burden the homeowner?

Although I understand wanting to preserve aging trees, I feel the owner has the right to decide what is appropriate for their property

As a property owner, you make your own decisions. At some point, trees become hazardous. Why should my life be put at risk because you might disagree with me on what the level of risk is?

I don't want to allow the city a say over my personal residence.

If the city is going to demand it REMOVED then the city should REMOVE IT

It would make it difficult/a headache if a tree needs to be cut down.

Too much red tape

Because permission might not be given for homeowner to remove a tree

## Q2. If you gave a “not supportive” or “not at all supportive” response to Q1, please tell us why.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I believe it's the owners decision on their personal property to determine what can cut down. We've removed two trees on our property and if RP would need to be on board, that's seems a bit over reaching. There needs to be more done about run down homes and the city not enforcing those codes, before enacting more.                                                                                                                                                                                                                                                                                                                                                                                        |
| Property owners should have the right to decide what plantings and landscaping is appropriate for their property. Requiring city approval infringes on the current rights of property owners.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| The city makes me get permission to do a lot. I don't know that they should need me to get permission to cut down a tree. That seems excessive.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Home owners should retain control over everything on their private property, not the City.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| That should be the property owners decision-with the exception of a clearly dead or dying/dangerous tree                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| It is my property. The city did not give us choices when you cut my trees when you expanded Elledge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| I think roeland park needs to worry about there own problems. I had a mess in front of my house for 5 months.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| My property, my decision, my rights                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Concerns of the turnaround time for approval to remove                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Its my private property and my business.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| The notion is ridiculous so the way through the survey. This is no different than how an HOA acts when they're a power struggle. Someone there thinks making a change, even for the sake of changing, is a good idea. You fine already for dead trees, overgrown vegetation, grass clippings in yard if you deem them an eyesore. Yet, you'd like to charge someone for cleaning up their own property, not the city council's land<br>The level of manipulation and deception portrayed by the mere proposal of this, and while still obfuscating the truth as to why(someone wants to pad their resume and say "my proposal brought in \$XX"), and then saying it is for the low-income household. Unbelievable. |
| The property owner owns the land                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Homeowners should be able to decide what they would like or would not like in there yards.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| It's my tree and if it needs to come out that's my decision. I know what's best for my property, not the city.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Not your business. It's your property you can do what you want. This is a complete overstep by the city government                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| That tree is on the owner's property and is there's to deal with. Unless it is a safety issue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| I think the property owner should be free to make decisions on the use of their property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| It's my land                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| I am a conservationist and environmentalist. I plant a tree every six months. I support education and help for homeowners to plant native trees and care for their trees. But to require government permission to remove a tree on your property seems unAmerican to me. People should have the right to determine what plants grow on their property. Roeland Park is a small city. It shouldn't be too hard to educate people about the importance of maintaining mature trees.                                                                                                                                                                                                                                  |
| I love trees. I hope new-build homes preserve as many trees on their lots as possible. But above all else, I prefer small government. I want the people to have the right to make their own decision-making, not seek approval from the government.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



## Q2. If you gave a “not supportive” or “not at all supportive” response to Q1, please tell us why. (Continued)

I'm not sure why I have to explain my answer. But I don't think we should have any regulations that inhibit a property owner from deciding whether to remove a tree or not. That's not governments job. I'm all for tree preservation but that seems like a complete waste of time and substantial government overreach.

The tree is part of my property and if I need to remove it because of disease or other reason, I should not need city approval to remove it.

That decision should remain the sole right of the property owner. I'm curious as to why would anyone think otherwise?

I think tree removal is a decision to be made by the property owner

This city is out of control!

I think this is the property owners decision

I ask the council and mayor to please explain how another regulatory requirement on trees on private property promotes the safety & protects the well-being of the citizens.

Provided growth does not interfere with city infrastructure, we reserve the right to our private property.

Without knowing what the city's authorization process would be, I can't support this policy. Homeowners own the property, including landscape, on their real estate and I believe know when it's appropriate to remove such property, to include trees, shrubs, flower beds, etc.

We had no say so when you took our trees out to widen Elledge. I don't want to give up our rights

It's an infringement of my rights and a taking of value from me.

1-why should a homeowner and landowner be required to get permission from the city to remove a piece of their own property.

2. All these recent proposals are lending credence to the premise that RP elected officials are power hungry or want to make changes for the sake of making changes to pad the ole resumes.

3. Very concerning that a City wants to operate as HOA.

Given that no reasoning/justification for such a proposal has been provided, I do not support a requirement for yet another City approval/permit. I would be willing to reconsider my position if the Council were to provide a reasonable justification for such a change.

It's a tree!

MY PROPERTY MY CHOICE

just because

## Q4. If you gave a “not supportive” or “not at all supportive” response to Q3, please tell us why.

I don't have any extra money because of Covid 19.

Not supportive because this is a democracy in case you don't know it.

It has to be a reasonable expectation. If I cut down an 80 year old maple, I will not be able to replace its “space” immediately. You'll have to accept a new / young maple or something similar that will “eventually” grow to cover the same space.

Again should not have to get permission to do what's needed.

My property my right.

It's the home/land owner to make these decisions

Again. It all comes down to cost.

Same answer as previous

#### Q4. If you gave a “not supportive” or “not at all supportive” response to Q3, please tell us why. (Continued)

You should incentivize new trees, not require it. It's not anyone's place to require a homeowner have a certain amount of trees. Trees & shade can have an impact in how people are able to use their own property.

I, live everyday, with total life long memories on every three on my property.

If I own a property the city doesn't have the right to tell me what I have to plant. Some properties wouldn't have enough room to plant a new tree for years. It would take time for root decay to allow for healthy planting.

As a property owner, it is my choice what to do with my property. Maybe I'm removing a tree because it's too crowded and that many trees shouldn't have been planted so close together to begin with? Most people make educated decisions after weighing the options.

Removing an old sick tree is already very expensive. Planting a new one would be another \$500 at least.

It's not our decision

Trees may or may not be appropriate for the particular landscaping being chosen by the property owner.

Again that's over reach. I've cut down trees that I had no intention of replacing. Sometimes you just don't need a tree replaced.

It has been my experience, that every homeowner that had to remove a tree replied in a tree.. I don't think the city has any business dictating the planting of trees on private property .

The key here is our property. I pay the taxes, I own my private property and you have no rights to dictate otherwise. If you can't tell residents to keep their yards cleaned up how could you dictate what I plant or if I plant

No

It should be the property owners choice

My property, my rights

Not to mention that took away a FREE service, again, and now say that the city is working on a contract for the exact service.

I'm talking about ripple glass. Don't tell me there are 500 people whom want to recycle glass but cannot get to the container. There's a thing call Nextdoor and anyone can ask someone to pick up bottles because they are not ambulatory. If that person can get the bottles to the curb with recycling, they can obviously get it to the curb for someone else to pick up. Unconscionable

Its my property and my business. Mature trees can be dangerous and fall during bad storms. Does the city want that liability?

I personally do not want to be forced to plant a tree in my yard if one is removed and/or dies and needs to be removed

The tree may need to come out and some people may not be able to afford new ones

While I love the idea of keeping a lot of trees in Roeland park, I do not agree with any rules forcing anyone to do anything with their own property . Home owners should be the ones to choose that . Additionally, it is very expensive to have a tree cut down. And with that rule , home owners would be faced with an additional expense on top of that . If Roeland park would create a rule that makes people plant a new tree, then Roeland park would need to pay for that tree in my opinion.

Again this is their property not someone else's. They have their reasons for taking the tree down. If they want to put one back up they will. Again not governments business.

#### Q4. If you gave a "not supportive" or "not at all supportive" response to Q3, please tell us why. (Continued)

Same as previous answer. Those of us who want to plant trees will do so. We should focus on helping everyone plant trees, not penalizing someone who removes one.

I think the property owner should be able to make decisions on their own landscaping

Trees cost money and require maintenance. I don't think it's right to require that of anyone. I can't imagine my elderly neighbors being financially or physically capable of meeting such a requirement. Basic lawn care is enough to ask of them.

Sane answer. Stay out of my personal property. The City should not operate like an overbearing HOA.

I think whether a mature needs to be replaced is somewhat determined by the reason for its removal. For example - if it impairs street view, does damage to underground utilities, or will inhibit other green choices made by the owner (vegetable or butterfly garden, for example) the city should not require a tree replacement.

Replacing a tree with another one should be my decision and not a city rule. I as the property owner need or leeway to manage my property to increase its overall value.

While I LOVE all of our mature trees in Roeland Park, I believe a home/property owner may have reason to cut down a tree and they should not be required to plant a new tree in its place.

Again, decision made by property owner

Again .... it is NONE of the city's business.

property owners decision

There are multiple concerns which weigh into decisions a property owner formulates; be it trees, or other challenges. Additional regulation(s) take time from citizens schedule, and add another condition to fulfill. How does this proposal fit into the strategic plan for our community, Mr Mayor and Council?

You are taking away our rights to make decisions on our own property

I did not buy property in "Tree City" I bought property in Roeland Park, Kansas. I bought the trees in my yard, they are mine to do with as I please. "Requiring" me to keep them, replace them, ask pretty please can I do something with my property is a taking.

Leave the responsibility to the homeowner. But do not misunderstand what I am saying. This is an appearance issue do not twist into an ecological or environmental issue because it is not.

I think RP has enough tree stock to afford residents to decide for themselves to have trees in their yard, or not. I do not sense that residents removing trees on their property is a common enough occurrence to justify a replacement requirement.

Property owners have the right to choose what is planted on their property.

MY PROPERTY MY CHOICE

the price of trees is sky high

#### Q6. If you gave a "not supportive" or "not at all supportive" response to Q5, please tell us why.

I don't have any money due to Covid 19, I can't pay more in taxes.

I am sick and tired of using taxpayer money to give to the "poor" of Roeland Park. If the person owns a house in RP, they aren't poor.

We live in RP for the ambience and tree s. We do not need to be told what to do.

My property

That's ridiculous

I would rather have them plant a new tree

### Q6. If you gave a “not supportive” or “not at all supportive” response to Q5, please tell us why. (Continued)

People that buy a home in Roeland Park, by and large, Are doing it because they like and respect the area. Large trees are a part of that environment that they chose. To make the assumption that people want to move in and just wantonly remove the large trees would be erroneous and incorrect, in my opinion.

Our tax rate is so high. I think Roeland park has amazing trees! I think residences would have to take a lot of trees down for tree removal to be a problem.

This is ridiculous

I like planting trees over money is a good idea.

Are you kidding me? My taxes are already through the roof.

The fund payment would have to be very small, otherwise it would make the tree removal even more expensive than it already is.

It's NOT the city's decision what the home owners want

I think if a resident were being asked to pay this, it would be either pay this or plant a replacement tree. That being said, I don't think I support that all existing trees in the community have to be replaced if removed. There are a lot of very old, very large trees in the community; many of which would already be very expensive to remove.

I feel that this should not be required as it is punitive to property owners who are already undertaking significant expense to remove a mature tree.

The city should have no control over trees on private property.

I am not going to pay so someone else can get more FREE things. If I choose to help someone that is my business not the city

I think this is too punitive especially if the tree is dead

I think the goal should be to maintain mature trees wherever possible and if they are going to be removed say for a remodel or addition or new build that there should be a process in place to review that prior to cutting down the trees to encourage some thought. If they are removed having to replace them with a new tree on site or in the right-of-way would be great. Maybe in cases where that can't be done due to the site there could be some other solution but if it is simply paying into a fund then that is telling people who can afford it that they can just cut all the trees down. At table rock lake there was a penalty for cutting down trees and people would just cut them down and pay it so in the end it wasn't that effective.

If it is a private owner they already incur the cost of the removal and it should be their choice to replace.

I would support the measure for rentals since landlords choices are based on cost, not the best interest..and since Roeland Park is 50% landlords this can be a problem.

My property, my rights

Going through this really makes me want to get into politics to actually help my citizens. Not look at a demographical map and say "there are 4000 households. What can we do to squeeze out another 1.5 or 2% from them and make it seem like it's something they wanted or needed. Only problem is I haven't found a way to trade out my morals, values, and soul for a underhanded, disrespectful, ugly disposition. Ridiculous

The city should pay for tress out of its existing budget. I already pay property and sales taxes to the city now.

**Q6. If you gave a “not supportive” or “not at all supportive” response to Q5, please tell us why. (Continued)**

I think it is unfair to fine someone for decisions they make on their personal property.

Unnecessary

If you want to have a fund, figure out how to do it with the taxes you already receive.

City should not require any payment for a homeowner to remove a tree on there own property

Most citizens of Roeland Park do not have a ton of spare income to afford this proposed plan on top of rapidly rising property taxes

This is a complete overstep. Not their property. We do not live in a communist country so drop this

Same. Let's have that fund, but not make only certain people contribute under certain circumstances. I would contribute to the fund voluntarily.

This is just another money grab for the government. You can't budget effectively, so you have to come up with new “programs” or “initiatives” to take more from the people. Reduce your size and involvement.

If I want to remove tree for any reason, I should not be punished. I would however, be happy to support special fundraising projects for a Tree Preservation Fund. I would also be willing to apply for state and federal grants for such a project.

I love our trees in Roeland Park but I could imagine scenarios where a mature tree must be removed which is an expensive process. To also be required to donate to a tree preservation fund could be a barrier for some, on top of the expense of tree removal.

Our taxes are ridiculously high. And the city wastes so much resources are politically driven agendas. I would love from RP if it weren't for my neighbors and friends.

I may have to remove mature trees because of disease, storm damage, or other reason. City tree preservation should come out of other taxes (sales, property,)

Taxes are already too high

Because you can't trust the city to do the right thing with money. Just look at all the money they spent on trees for the median on Roe and look how many are DEAD. The city needs to mind their own business and take care of their own business first.

property owners decision; use taxes for needs for the city

There are multiple avenues to assist people in the category mentioned regarding purchase & planting trees. How about a dunk tank event fundraiser which goes to a tree fund, in which the mayor and council participate?

If a mature tree has to be removed for safety and or property management, the property owner should not have to pay into a fund because of its removal. If it's stated you have to pay into a fund when you remove a mature tree for aesthetics, that would be a different story.

First off, if the real estate is filled with trees, it may be in the best interest of the other landscape, the house, etc. to remove a tree. I'm not sure why a homeowner would need to replace the tree in such circumstances or be required to contribute to a fund for tree planting throughout the city. That type of tree planting program should come from city taxes or citizen donations.

I love our trees in RP BUT. We need to bury our electric lines so we don't loose power so often due to trees. Sorry



**Q6. If you gave a “not supportive” or “not at all supportive” response to Q5, please tell us why. (Continued)**

I already pay property taxes. I choose how I direct my charity. You are diminishing the value of my property when you prevent me from doing as I please with it. If you want a preservation fund for public lands or you want to "gift" low-income people with trees then find the funds in the current budget or persuade the residents to raise taxes on themselves through normal channels. My trees are not Roeland Park's trees.

See answer for first question, should be numbered 2.

Trying to spin this idea: a homeowner has to pay the city money for removing a tree from their own yard, potential a downed tree from a storm; as altruistic by the city, because the word "low-income" is in there really shows whom the politicians believe the voters will be.

The notion that a City council is wanting to increase revenue isn't new but this approach is lower than a snake's asshole. Almost as bad as the last tax increase ballot issue was written.

What if one of those "low-income" household has to remove a mature tree? Do they get a 'free' consolation prize tree?

Anyone in Johnson county has access to free trees through the county already.

Removal of a tree can is usually done for purposes of safety and property protection. I do not think it is a good idea to erect an administrative and financial barrier to tree removal which could cause unsafe (diseased, damaged or dead) to not be removed.

Adding an additional expense to an already expensive tree removal service would be an even more costly service. Would the city help pay for the cost of tree removal?

Property owners should choose what to do on their own property.

THE PROPERTY TAXES ARE RAISE AT A VERY HIGH RATE AT THIS TIME .. WE DON'T NEED ANYMORE TAX INCREASE



# The Economics of Urban Forestry

TREE CITY USA®  
BULLETIN

November/December 2021 • Editor: Dr. James R. Fazio



*The benefits of urban trees have been quantified in numerous ways in recent years. Now a new study provides important information about yet another contribution that tree planting and care provides for America.*

We all know intuitively that trees in our communities are economically important. But just important? To answer this question, the Arbor Day Foundation, in cooperation with the USDA Forest Service, contracted with the College of Business at the University of Nebraska–Lincoln to conduct a formal, nationwide study of this aspect of urban and community forestry.

The 2021 study was conducted by researchers Drs. Eric Thompson, Mitch Herian, and David Rosenbaum. All 50 states and the District of Columbia are included and the goal is to help determine what economists call the economic footprint of both the private and public sectors involved in urban forestry. For purposes of this project, urban forestry is defined as “growing, planting, maintaining, removing, disposing,

and studying trees that are usually located in cities, towns, and other human settlements and that are used primarily to meet needs and enable activities of people.” Data used in the study are from the 2017 Economic Census conducted by the U.S. Department of Commerce, the most recent data available for analysis, and information compiled by the Arbor Day Foundation from participants in the Tree City USA®, Tree Campus® Higher Education and Tree Line USA® programs. These data are supplemented with surveys of non-participating cities, campuses, and companies. Consistent, industry-accepted methodology provides the advantage of enabling replication by future researchers to track the growth of urban forestry and its impacts.

The study also includes a section called Quality-of-Life Benefits. This will be of special interest to homeowners because it highlights how landscape trees affect property values. All in all, this new package of information will be a useful addition in the arsenal of tree board members and others who often must defend the importance of landscape trees.



**Arbor Day Foundation®**

211 N. 12th Street • Lincoln, Nebraska 68508



# The National Perspective

*The economic footprint of urban forestry is like the concentric rings in a pond. Not only is there the direct value of business sales or agency spending, but there is also a multiplier effect that widely spreads the economic benefits. Here is a summary of findings for the various industries that are part of urban forestry.*



## THE PRIVATE SECTOR

For the purposes of this study, there are six relevant industry segments, as identified in the federal government's North American Industry Classification System. Some 322,931 people are employed in these industries with the total economic footprint being an impressive \$61.9 billion. Only activities related to growing, distributing, planting, and maintaining of urban trees were included in the data collection. For example, in the landscape services industry, lawn maintenance was excluded.

The direct economic footprint in the following table is based on

Services to maintain the landscape lead all other categories in providing economic benefits.

annual sales and \$15.1 billion in employee wages, salaries, and benefits. IMPLAN, an economic impact assessment software system, calculated the multiplier for each industry segment.

| INDUSTRY                                    | DIRECT ECONOMIC FOOTPRINT OUTPUT* | MULTIPLIER*       | TOTAL ECONOMIC FOOTPRINT OUTPUT* |
|---------------------------------------------|-----------------------------------|-------------------|----------------------------------|
| Nursery and Tree Products                   | \$2,617.0                         | \$2,105.6         | \$4,722.6                        |
| Support Activities for Forestry             | \$354.8                           | \$295.5           | \$650.3                          |
| Nursery and Florist Wholesale               | \$2,426.6                         | \$1,846.3         | \$4,273.0                        |
| Lawn and Garden Equipment and Supply Stores | \$1,693.0                         | \$1,472.8         | \$3,165.9                        |
| Landscape Architecture Services             | \$2,093.7                         | \$2,388.6         | \$4,482.3                        |
| Landscaping Services                        | \$25,074.5                        | \$19,510.2        | \$44,584.7                       |
| <b>TOTALS</b>                               | <b>\$34,259.6</b>                 | <b>\$27,619.1</b> | <b>\$61,878.7</b>                |

\*\$ in millions

## LOCAL GOVERNMENTS AND UTILITIES

This table shows the economic contributions from public entities, such as cities, counties, and some universities, as well as private utilities and colleges. The Arbor Day Foundation provided data for entities participating in its recognition programs, while researchers sampled non-participating entities by questionnaire. Together, these institutions contributed nearly \$2.1 billion in 2017.

| ENTITIES                                 | DIRECT ECONOMIC FOOTPRINT OUTPUT* | MULTIPLIER*    | TOTAL ECONOMIC FOOTPRINT OUTPUT* |
|------------------------------------------|-----------------------------------|----------------|----------------------------------|
| Tree City USA Communities                | \$688.2                           | \$520.4        | \$1,208.5                        |
| Other Cities                             | \$117.8                           | \$92.4         | \$210.2                          |
| County Governments                       | \$52.1                            | \$40.4         | \$92.5                           |
| Tree Campus USA Higher Education Schools | \$33.7                            | \$25.5         | \$59.3                           |
| Tree Line USA Utilities                  | \$294.3                           | \$216.8        | \$511.1                          |
| <b>TOTALS</b>                            | <b>\$1,186.1</b>                  | <b>\$895.5</b> | <b>\$2,081.5</b>                 |

\*\$ in millions

## EMPLOYMENT

The growing and care of urban forests provides jobs for a large number of employees. The multipliers in this case are the number of people not directly employed in the industries listed, but those workers who benefit and receive part of

their support from individuals who are in fields related to urban forestry. Total direct compensation amounts to nearly \$16 billion, and \$25 billion when considering a multiplier.

| INDUSTRY                                    | EMPLOYEE COMPENSATION FOOTPRINT* |                  |                   | NUMBER OF JOBS |                |                |
|---------------------------------------------|----------------------------------|------------------|-------------------|----------------|----------------|----------------|
|                                             | Direct                           | Multiplier       | Total             | Direct         | Multiplier     | Total          |
| Nursery and Tree Products                   | \$1,315.8                        | \$977.6          | \$2,293.4         | 35,585         | 23,503         | 59,087         |
| Support Activities for Forestry             | \$322.0                          | \$97.4           | \$419.4           | 4,745          | 1,173          | 5,918          |
| Nursery and Florist Wholesale               | \$1,135.3                        | \$883.1          | \$2,018.4         | 20,272         | 24,283         | 44,555         |
| Lawn and Garden Equipment and Supply Stores | \$748.7                          | \$565.2          | \$1,313.9         | 19,440         | 12,035         | 31,474         |
| Landscape Architecture Services             | \$1,089.7                        | \$843.3          | \$1,933.0         | 13,421         | 17,866         | 31,287         |
| Landscaping Services                        | \$10,568.8                       | \$5,328.2        | \$15,897.0        | 229,469        | 72,760         | 302,229        |
| <b>TOTALS</b>                               | <b>\$15,180.4</b>                | <b>\$8,694.8</b> | <b>\$23,875.2</b> | <b>322,931</b> | <b>151,619</b> | <b>474,550</b> |

| ENTITY                               | EMPLOYEE COMPENSATION FOOTPRINT* |                |                  | NUMBER OF JOBS |               |               |
|--------------------------------------|----------------------------------|----------------|------------------|----------------|---------------|---------------|
|                                      | Direct                           | Multiplier     | Total            | Direct         | Multiplier    | Total         |
| Tree City USA Communities            | \$492.1                          | \$205.5        | \$697.6          | 8,773          | 3,436         | 12,209        |
| Other Cities                         | \$84.9                           | \$42.2         | \$127.1          | 1,833          | 684           | 2,517         |
| County Governments                   | \$30.5                           | \$15.4         | \$45.8           | 660            | 246           | 906           |
| Tree Campus Higher Education Schools | \$25.8                           | \$11.5         | \$37.3           | 573            | 184           | 757           |
| Tree Line USA Utilities              | \$115.4                          | \$171.9        | \$287.3          | 2,473          | 8,222         | 10,693        |
| <b>TOTALS</b>                        | <b>\$748.8</b>                   | <b>\$446.4</b> | <b>\$1,195.2</b> | <b>14,313</b>  | <b>12,769</b> | <b>27,082</b> |

\*\$ in millions



## QUALITY-OF-LIFE BENEFITS

Landscape trees impact property values, but they also provide external benefits to society, such as improved air and water quality. In this study, the benefit to homeowners was based on a count of urban homes in each state, average tree coverage on private property, and a review of literature quantifying the relationship between tree cover and property values. External benefits were calculated using the i-Tree Landscape program developed by the USDA Forest Service. Results show that tree cover in the U.S. increased the value of private homes by more than \$604 billion in 2017, based on the present value of annual services provided — the aesthetics, shading, and related energy cost savings over a 50-year lifespan for mature trees. On an annual basis, \$31.5 billion worth of services are provided to homeowners, and an additional \$73 billion in benefits are delivered to society in the form of air pollution and stormwater runoff mitigation.

| ECONOMIC BENEFITS (MEASURED IN 2017)                 | VALUE                      |
|------------------------------------------------------|----------------------------|
| Property Value Impact                                | \$604,167.4 million        |
| Annual Value of Services by Trees to Property Owners | \$31,518.4 million         |
| Annual Value of Pollution and Runoff Mitigation      | \$73,436.5 million         |
| <b>TOTAL ANNUAL VALUE</b>                            | <b>\$104,954.9 million</b> |

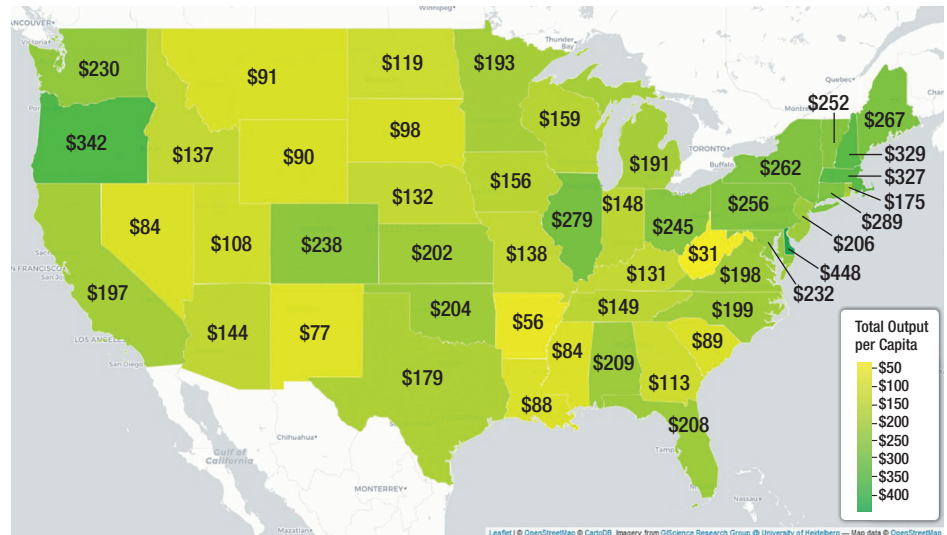


# Economic Benefits State by State

*In the University of Nebraska study, basically the same methodology was applied on a state and regional basis. A summary is shown here with the economic values displayed per capita.*

## URBAN FORESTRY OUTPUTS PER RESIDENT IN 2017

The map at right shows total economic output, per capita, for each state. This includes both direct and indirect economic impact of the various industries associated with urban forestry, and the multiplier effect for each. As you can see on the map, the largest total economic footprints are found in the Northeast, coastal Northwest, and industrial Midwest of the country. The strong influence of the nursery industry accounts for much of the impact in Oregon and New Jersey. In the government sectors, cities that participate in the Tree City USA program account for the largest share of the economic footprint.



## QUALITY OF LIFE BENEFITS

In economic terms, trees and urban forestry play a large role in the lives of urban residents. In the full study report, urban and rural counties are reported separately. In the table on page 5, however, the data is aggregated. The first column reports the contribution of tree cover to property values in each state. The other columns are the quantified values of some of the ecoservices trees provide.



| STATEWIDE IMPACT OF TREE COVER ON PROPERTY VALUES AND ENVIRONMENTAL AMENITIES |                  |                    |                |                |                 |
|-------------------------------------------------------------------------------|------------------|--------------------|----------------|----------------|-----------------|
|                                                                               |                  | Value* from i-Tree |                |                |                 |
| State                                                                         | Property Value * | Carbon             | Pollution      | Hydrology      | Total           |
| Alabama                                                                       | \$17,995         | \$3,367            | \$193          | \$114          | \$3,675         |
| Alaska                                                                        | \$29             | \$0                | \$0            | \$0            | \$0             |
| Arizona                                                                       | \$877            | \$181              | \$3            | \$1            | \$184           |
| Arkansas                                                                      | \$9,984          | \$2,439            | \$71           | \$84           | \$2,594         |
| California                                                                    | \$17,570         | \$3,023            | \$136          | \$62           | \$3,221         |
| Colorado                                                                      | \$6,989          | \$577              | \$16           | \$10           | \$603           |
| Connecticut                                                                   | \$10,285         | \$285              | \$122          | \$64           | \$472           |
| Delaware                                                                      | \$2,110          | \$73               | \$13           | \$6            | \$93            |
| District of Columbia                                                          | \$805            | \$2                | \$6            | \$1            | \$9             |
| Florida                                                                       | \$38,657         | \$3,889            | \$303          | \$240          | \$4,432         |
| Georgia                                                                       | \$33,688         | \$4,141            | \$344          | \$254          | \$4,739         |
| Hawaii                                                                        | \$15             | \$0                | \$0            | \$0            | \$0             |
| Idaho                                                                         | \$1,564          | \$740              | \$22           | \$15           | \$777           |
| Illinois                                                                      | \$10,725         | \$500              | \$111          | \$66           | \$676           |
| Indiana                                                                       | \$7,092          | \$576              | \$47           | \$29           | \$652           |
| Iowa                                                                          | \$1,624          | \$295              | \$7            | \$11           | \$314           |
| Kansas                                                                        | \$1,991          | \$328              | \$12           | \$12           | \$351           |
| Kentucky                                                                      | \$12,123         | \$1,235            | \$83           | \$71           | \$1,388         |
| Louisiana                                                                     | \$12,387         | \$2,981            | \$110          | \$130          | \$3,222         |
| Maine                                                                         | \$6,701          | \$1,474            | \$55           | \$54           | \$1,583         |
| Maryland                                                                      | \$15,417         | \$407              | \$114          | \$46           | \$567           |
| Massachusetts                                                                 | \$21,426         | \$390              | \$249          | \$160          | \$799           |
| Michigan                                                                      | \$20,380         | \$1,799            | \$123          | \$125          | \$2,047         |
| Minnesota                                                                     | \$5,301          | \$760              | \$26           | \$26           | \$812           |
| Mississippi                                                                   | \$11,356         | \$3,983            | \$110          | \$84           | \$4,176         |
| Missouri                                                                      | \$10,370         | \$935              | \$91           | \$67           | \$1,094         |
| Montana                                                                       | \$1,628          | \$874              | \$28           | \$25           | \$927           |
| Nebraska                                                                      | \$472            | \$114              | \$3            | \$3            | \$121           |
| Nevada                                                                        | \$549            | \$254              | \$9            | \$2            | \$265           |
| New Hampshire                                                                 | \$6,833          | \$388              | \$36           | \$35           | \$458           |
| New Jersey                                                                    | \$20,267         | \$298              | \$173          | \$71           | \$543           |
| New Mexico                                                                    | \$1,508          | \$592              | \$11           | \$3            | \$606           |
| New York                                                                      | \$33,723         | \$1,484            | \$302          | \$135          | \$1,922         |
| North Carolina                                                                | \$36,577         | \$3,921            | \$248          | \$157          | \$4,326         |
| North Dakota                                                                  | \$108            | \$60               | \$2            | \$1            | \$62            |
| Ohio                                                                          | \$21,698         | \$954              | \$202          | \$118          | \$1,274         |
| Oklahoma                                                                      | \$5,823          | \$1,106            | \$62           | \$33           | \$1,201         |
| Oregon                                                                        | \$11,579         | \$1,785            | \$115          | \$101          | \$2,001         |
| Pennsylvania                                                                  | \$37,746         | \$1,780            | \$313          | \$125          | \$2,218         |
| Rhode Island                                                                  | \$3,667          | \$56               | \$45           | \$26           | \$127           |
| South Carolina                                                                | \$20,470         | \$2,498            | \$114          | \$85           | \$2,698         |
| South Dakota                                                                  | \$509            | \$58               | \$4            | \$2            | \$63            |
| Tennessee                                                                     | \$20,513         | \$1,467            | \$154          | \$107          | \$1,727         |
| Texas                                                                         | \$30,786         | \$5,624            | \$297          | \$231          | \$6,153         |
| Utah                                                                          | \$3,238          | \$390              | \$21           | \$13           | \$423           |
| Vermont                                                                       | \$2,923          | \$363              | \$15           | \$23           | \$400           |
| Virginia                                                                      | \$27,033         | \$2,208            | \$151          | \$110          | \$2,469         |
| Washington                                                                    | \$21,099         | \$1,588            | \$83           | \$119          | \$1,790         |
| West Virginia                                                                 | \$9,036          | \$1,264            | \$48           | \$42           | \$1,354         |
| Wisconsin                                                                     | \$8,738          | \$1,295            | \$49           | \$41           | \$1,386         |
| Wyoming                                                                       | \$184            | \$433              | \$4            | \$3            | \$440           |
| <b>TOTALS</b>                                                                 | <b>\$604,167</b> | <b>\$65,234</b>    | <b>\$4,857</b> | <b>\$3,345</b> | <b>\$73,437</b> |

\*\$ in millions

# More on Economic Benefits

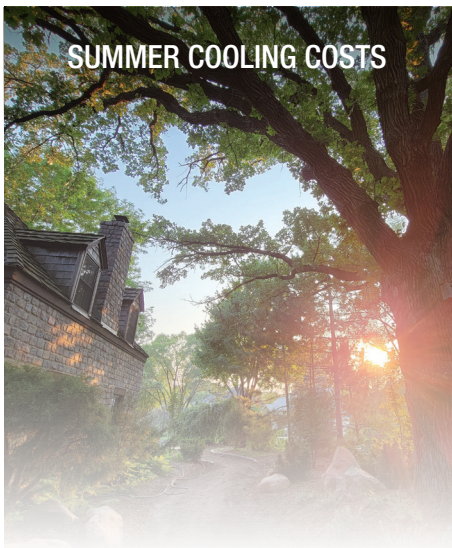
*There are many more findings from a variety of research studies about the positive economic impact of trees. Even when weighed against the costs of planting and maintenance, trees make good sense as investments — both for individuals and communities.*

## TREES AT HOME AND IN THE COMMUNITY

While values will vary depending on climate and local conditions, the contribution of trees will still be significant. Here are some examples.



### SUMMER COOLING COSTS



**FOUR STRATEGICALLY PLACED TREES** at a home in Sacramento, California save up to 30% on energy costs each year after the trees gain some size.

If 1 million more trees were planted in Sacramento, \$10 million would be saved annually.

**ONE WELL-PLACED TREE** can reduce air conditioning costs alone up to 50%.

Reduced energy demand means reduced need for power plants, which can result in less air pollution.

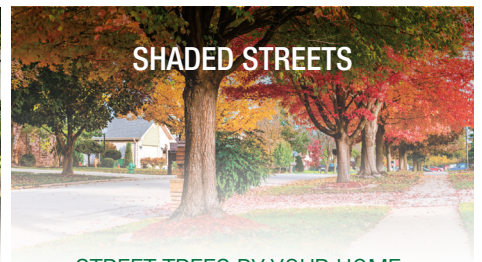
### PROPERTY VALUES



**YARD TREES IN GOOD CONDITION** may add 10% to 20% to the resale value of your home.

In Portland, Oregon, street trees in front of or near a home added an average of \$8,870 to sale prices — and reduced time on the market.

### SHADED STREETS



**STREET TREES BY YOUR HOME** beautify the neighborhood, provide safety from traffic, and add summer comfort — as well as contribute to resale value.

Shade protects asphalt surfaces, with the potential of reducing repaving costs by as much as 58% over a 30-year period.

### WINTER SAVINGS



**TREES USED AS WINDBREAKS** can save 20% to 50% in energy used for heating.

Windbreaks can also control blowing snow, saving on plowing costs.

### CLIMATE CHANGE



**GLOBALLY, TREES HELP** by removing fossil fuel emissions.

A USDA Forest Service study found that trees removed about one-third of fossil fuel emissions each year from 1990 to 2007.





## TREES ARE GOOD FOR BUSINESS. TREES IN A SHOPPING DISTRICT:

- \$ Attract customers
- \$ Lower utility costs
- \$ Cool parking spaces
- \$ Increase resale value
- \$ Stimulate economic development
- \$ Increase tourism
- \$ Ease stress

## TREES IN THE BUSINESS DISTRICT

Considerable research on trees in business districts has been done by Dr. Kathleen Wolf at the University of Washington. She concludes, “Trees are a positive atmospheric for business districts. They create a retail mood that appeals to shoppers and visitors. Trees greet shoppers with a message of welcome even before entering a merchant’s door.” Her studies have found that when trees are present:

- Customers perceive merchants in a much more positive light. Trees send a message of care and service commitment.
- Customers tend to stay longer and visit more frequently.
- Shoppers say they are willing to pay higher prices — as much as 12% more.
- Visitors rate pedestrian-oriented pocket parks highly and prefer trees that are large with enclosing canopies.

## PARKS AND OPEN SPACE

Americans value their parks and open spaces, most of which are enhanced with trees and other vegetation. Studies have shown that homebuyers prefer to be near such spaces and are often willing to pay 8% to 20% more for the privilege.

## OTHER VALUES

In addition to cash values and major external (societal) benefits quantified in the University of Nebraska study, there are many others. For example, numerous studies have shown how trees reduce human stress and contribute to better health and even longevity. Then there are the famous studies by Dr. Kuo at the University of Illinois at Urbana-Champaign that link trees to improved child development and the reduction of domestic violence. These and others go beyond dollars when viewed in terms of human happiness.



# Beneficiaries — The Bottom Line

*The ultimate benefits of urban forestry are the contributions trees make to the comfort, health, and happiness of people. The Arbor Day Foundation has collected examples from every state, and you can see all of them at [arborday.org/faces](http://arborday.org/faces).*



WHEN ALMA GAUL turns off Bettendorf, Iowa's, four-lane thoroughfare and enters her neighborhood, the world around her changes. The noise, lights, and bustle of the city are left behind. "It's like driving into a park," Alma says. "It's calm and quiet — very surreal."

Alma and her neighbors are the beneficiaries of forward-thinking city officials and developers of long ago. When the area was transformed from cornfields into houses, they planted oaks, maples, river birches, and a diverse mixture of other species along the streets of the development. Alma appreciates the results. "Trees make my neighborhood," she says.

Carrying on the tradition is Trees Are Us, a dedicated group of volunteers who work under the direction of Bettendorf's Parks and Recreation Department. In cooperation with the city's tree board and supported with funds from the local utility, corporations, and gaming authorities, more than 2,000 trees have been added to Bettendorf's streets.

Neighbors of Alma Gaul, newspaper feature writer in Bettendorf, Iowa, add more trees to the streets of their city.



## FOR MORE INFORMATION

For links to the entire report of the Economics of Urban Forestry and other information related to this issue, please visit [arborday.org/treereport](http://arborday.org/treereport).



AS AN INVESTOR who renovates neglected homes, Evelyn Ware-Jackson looks at blighted areas a little differently than most people. Where others see despair, Evelyn sees opportunity. She also realizes restoring one home alone is not enough. You must redevelop the whole neighborhood. Nowhere has she been more successful than in Melrose East, a once thriving neighborhood in Baton Rouge, Louisiana, that has suffered years of disinvestment, neglect, crime, and disillusionment.

This turned around when Evelyn accepted an offer from Baton Rouge Green for 300 trees funded by a USDA Forest Service grant through the Louisiana Office of Forestry. The trees enabled Evelyn and residents of the neighborhood to complete a community reforestation program. The residents and other volunteers worked together to plant the trees.

The trees not only added shade and beauty, but the planting project served as a catalyst for other neighborhood improvements and provided a way for citizens to get involved with their neighborhood's turnaround.



THE UNIVERSITY OF IDAHO is located in Moscow, Idaho, a small city surrounded by some of the nation's most productive acreages of winter wheat. As early as 1909, university officials recognized the importance of trees as part of campus education, and a 36-acre arboretum was planted. The site became so popular for community recreation that an additional 63 acres of farm land adjoining the university was acquired to plant a variety of trees and shrubs from all over the world.

In cooperation with community leaders, foresters, and private donors, the farmland has become a diverse and nationally accredited arboretum. And despite economic hard times at the state university, state funds have consistently been allocated to the arboretum's maintenance and improvement. The expanded arboretum has become a place where on any day of the year, community residents of all ages can be found walking, watching birdlife, meditating, and enjoying the benefits of a bit of wooded area between the wheat fields and the city.

The site so affected Jim and Cindy Fisher that when it came time to buy a house, they sought one within an easy walk to the arboretum. "We became enamored with that part of town," they said, and like so many others, this oasis of trees is now an important part of their daily lives.





**Arbor Masters**  
Tree & Landscape®

December 20, 2021

Attn. Donnie Scharff  
City of Roeland Park

Donnie,

Thank you for the opportunity for Arbor Masters to participate and present the following pricing proposal for the citywide Tree Inventory Data Collection program you have requested. A Tree Inventory is a vital aspect of the high standard Roeland Park has set as a Tree City USA. Not only can it help to establish a cyclical, routine monitoring, and maintenance schedule, but it can educate the residents to the importance of maintaining the Urban Forest.

This proposal will be to set a projected budget to achieve the objective of a Citywide Street ROW Tree Inventory including Frontage Trees bordering the City ROW as designated in the attached map example provided by the city. Because the inventory has not actually taken place, we will be making some calculated estimates of approximate quantities, which are as follows.

**ESTIMATED TREES IN PUBLIC & FRONTAGE ROW – 7500 TO 8500**

\*Since this is an exact unknown, we are presenting a Price Per Tree pricing to project possible budget scenarios.

**PRICE PER TREE - \$8.50**

\*With this pricing based on estimated quantities would reflect a budget of: \$63,750.00 to \$72,250.00 – Estimated time to complete 6 weeks

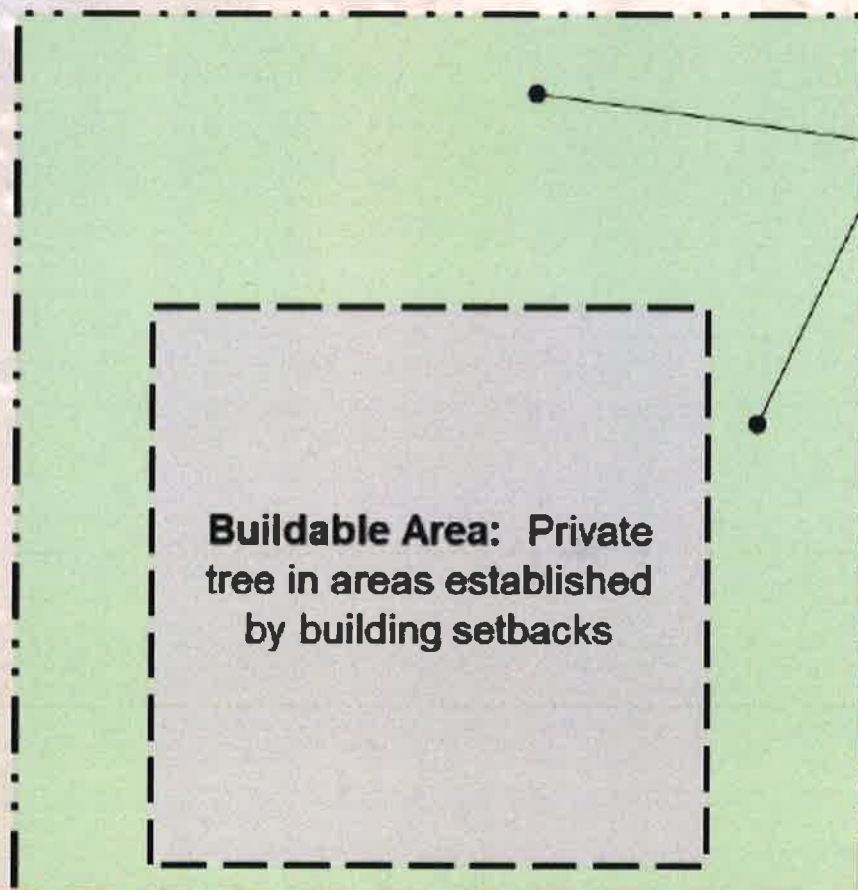
The Inventory will be done using the Tree Plotter Software System that was utilized for the City Park Tree Inventories that Arbor Masters has done previously.

The Data Collection will consist of: - Location - Common Name – Scientific Name  
Diameter at Breast Height – General Condition (Good/Fair/Poor)

If you have any questions please feel free to contact me directly at 913-530-8831

Sincerely,

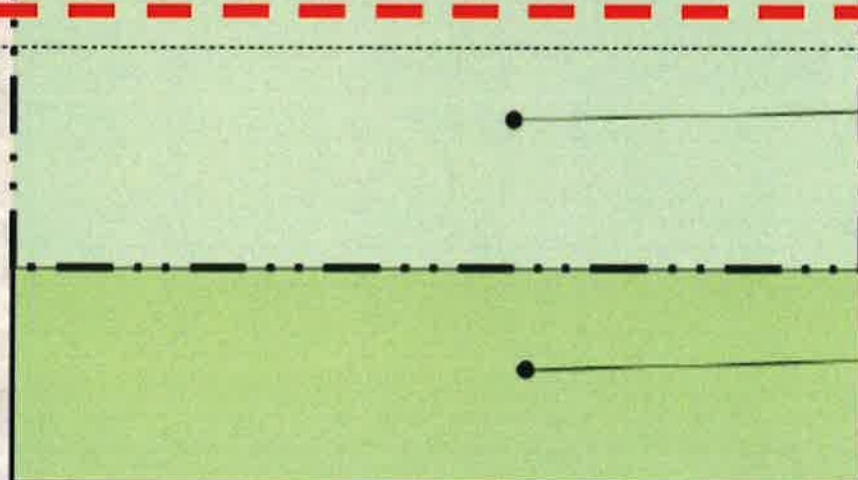
ry)



**Perimeter Trees:**  
Private tree outside  
of frontage and  
buildable area

**Buildable Area:** Private  
tree in areas established  
by building setbacks

Private  
ROW



**Frontage Tree:**  
Front of building or  
in front setback

**Public Tree:** ROW,  
easements or parks  
& civic grounds

Item Number:        Reports of City Liaisons- V.-A.  
Committee            1/3/2022  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date:                    12/28/2021  
Submitted By:        Laura Savidge  
Committee/Department: Parks Committee  
Title:                   **Parks Committee**  
Item Type:            Other

**Recommendation:**

**Informational only. Laura Savidge to provide update.**

**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- VII.-A.  
**Committee** 1/3/2022  
**Meeting Date:**



## **City of Roeland Park**

Action Item Summary

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Date: 12/16/2021  
Submitted By: Keith Moody  
Committee/Department: Admin.  
Title: **Approve Land Purchase Agreement with Sunflower Development - Lot 1**  
Item Type: Agreement

### **Recommendation:**

**Staff recommends entering into agreements with Sunflower Development for the sale of City owned land known as Lot 1 of the Rocks.**

### **Details:**

Details of the sale are included in the two attached agreements. One agreement covers the sale of lot 2, 3, and 4 the other covers the sale of lot 1 as depicted in the attached Development Plan. Two agreements were developed in order to accommodate two different closing dates requested by Sunflower Development. The City Attorney felt having two separate agreements would simplify the terms of these agreements and subsequent development agreements. The timing for the sale of lot 1 is later; this will afford the City additional time to relocate the Public Works Department.

The agreements reflect a total purchase price of \$3.45 million for all 4 lots. This equates to a price of \$12.00/sf. This is an attractive selling price for this property for the following reasons:

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



6. The Rocks site has significant grade challenges, even with their design using the grade change advantageously there will still be significant cubic yards of material that has to be hauled off from the site.

The agreements include claw-back provisions, establishes City approval authority over the aesthetics of the buildings constructed and precludes sale of the site to a tax exempt entity in the future. Additional development scope details, a schedule, incentive provisions and performance standards and remedies will be included in the development agreement(s) to follow. Sunflower will not be permitted to close on the purchase without first successfully entering into Development Agreements for the sites.

This is the first step in a series of steps to come. Sunflower is an experienced developer with a strong reputation for completing projects as proposed. Their vision for the site is in step with the vision expressed by the Council and Roeland Park residents.

The link below takes you to the development proposal provided to Council on 12/6/21 by Sunflower Development:  
<https://roelandpark.net/DocumentCenter/View/4427/Sunflower-Development-Group-LLC---Resume-Booklet-Roeland-Park-PDF?bidId=>

Exhibit A attached is the offer provided by Sunflower Development.

Exhibit B attached is the legal description of the land being sold.

### 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       |
|-------------------------------------------------------------------------------------------|------------|
| <input type="checkbox"/> Land Pruchase Agreement- Lot 1                                   | Cover Memo |
| <input type="checkbox"/> Exhibit A- Sunflower Offer                                       | Cover Memo |
| <input type="checkbox"/> Exhibit B- Legal Description Lot 1                               | Cover Memo |
| <input type="checkbox"/> The Rocks Preliminary Development Plan- for lot # reference only | Cover Memo |

## LAND PURCHASE AGREEMENT

**THIS LAND PURCHASE AGREEMENT** (this “Agreement”) is entered into effective as of \_\_\_\_\_, 2021 (the “Effective Date”) by and between the City of Roeland Park, Kansas, a Kansas municipal corporation (“Seller”), and GCP IV Roeland Park, Nebraska limited partnership or its assigns (“Buyer”). The Buyer and Seller shall sometimes be collectively referred to herein as the “Parties.”

WHEREAS, on December 1, 2021, an affiliate of the Buyer submitted a proposal for purchase of certain property owned by the Seller, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Parties wish to enter into this Land Purchase Agreement to reflect the terms for purchase of certain property; and

WHEREAS, this Land Purchase Agreement is for Lot 1 of the Property (the “Property”), as fully described in **Exhibit B**, attached hereto; and

WHEREAS, there is a separate Land Purchase Agreement for Lots 2, 3, and 4 of the Property which shall be executed simultaneously with this Agreement.

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

### ARTICLE I

#### LAND PURCHASE

**Section 1.1 Property.** Seller hereby agrees to convey, by fee simple, to Buyer and Buyer hereby agrees to purchase from Seller marketable fee simple title in the real property, herein described as Lot 1 on **Exhibit B**, attached hereto, and all appurtenances thereto (“**Property**”).

**Section 1.2 Purchase Price.** The purchase price for the Property is One Million Two Hundred Eighteen Thousand Dollars and 00/100 Cents (\$1,218,000.00) (“**Purchase Price**”) and shall be paid as follows:

(a) Earnest money in the amount of Fifty Thousand Dollars and 00/100 Cents (\$50,000.00) (“**Earnest Deposit**”) shall be deposited by Buyer in an interest-bearing account with First American Title Insurance Company, c/o Jim O’Donnell, 4909 South 135<sup>th</sup> Street, Suite 207, Omaha, NE 68137; [jrodonnell@firstam.com](mailto:jrodonnell@firstam.com) (the “**Title Company**”) by wire transfer of immediately available funds, within five (5) business days after the execution and delivery of this Agreement. Notwithstanding anything in this Agreement to the contrary, One Hundred and No/100 Dollars (\$100.00) of the Earnest Deposit is delivered to the Title Company for delivery by the Title Company to Seller as “**Independent Contract Consideration**”, and the Earnest Deposit is reduced by the amount of the Independent Contract Consideration, which amount has been bargained for and agreed to as consideration for Seller’s execution and delivery of this Agreement. At

Closing (as defined below), the entire Earnest Deposit will be credited to the Purchase Price. Seller and Buyer agree to execute an Earnest Money Escrow Agreement if requested by the Title Company, which shall be in form and content reasonably acceptable to Buyer, Seller and Title Company. The entire Earnest Deposit shall become non-refundable after the expiration of the Due Diligence Period (as defined below).

(b) The balance of the Purchase Price, subject to closing proration and credits, shall be paid to Seller in cash at Closing.

**Section 1.3 Seller's Representation and Warranty.** Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date that:

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

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

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

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

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

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

(g) There are no labor disputes, organizational campaigns or union contracts existing or under negotiation as of the date hereof with respect to the Property or the operation thereof; there are no employees presently engaged in the operation or

maintenance of the Property for whom Buyer will be responsible after Closing unless Buyer hires them directly.

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

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

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

(k) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act ("FIRPTA") and agrees to deliver an affidavit at Closing reflecting that Seller is not such a foreign person and provide Seller's tax identification number ("Tax Affidavit").

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

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

**Section 1.4 Plans and Reports.** Within five (5) days after the Effective Date, Seller shall provide Buyer with copies of all existing plans, declarations, escrow agreements, zoning



documents, and other agreements and/or reports affecting the Property which are in Seller's possession relating to the Property. Within thirty (30) days after the Effective Date, Seller shall provide Buyer with a proposed Land Development Agreement.

**Section 1.5 Survey.** Seller shall obtain an ALTA/ACSM land title survey ("Survey") at its sole expense and provide the Survey to Buyer within forty-five (45) days of the Effective Date.

**Section 1.6 Title and Survey Contingency.** Promptly after the Effective Date, Seller shall provide and pay for an ALTA Owner's Extended Coverage Title Insurance Policy ("**Insurance Policy**") from the Title Company in the amount of the Purchase Price, guaranteeing marketable fee simple title to Buyer as of Closing. Within twenty (20) days of the Effective Date, Seller shall cause the Title Company to deliver to Buyer a commitment for such Insurance Policy ("**Commitment**") and copies of all exception documents. Buyer shall have until thirty (30) days after receipt of both the Commitment and Survey (the "**Title Objection Period**") to deliver to Seller in writing any objection to a matter shown on the Commitment or Survey which affects the Property or Buyer's use of the Property ("**Title Objections**"). If Buyer fails to deliver notice of Title Objections to Seller within the Title Objection Period, Buyer shall be deemed to have fully accepted the Survey and Commitment and all matters disclosed therein. If Buyer delivers notice of Title Objections to Seller within the Title Objection Period, Seller shall have ten (10) days after receipt of Buyer's Objection (the "**Title Cure Period**") to notify Buyer, in writing, whether Seller agrees to cure the Title Objections. Failure of Seller to respond within the Title Cure Period shall indicate, and be deemed notice, that Seller elects not to cure the Title Objections. Seller shall have no obligation to cure any Title Objection or incur any expense with respect thereto. If Seller elects not to cure one or more of the Title Objections, Buyer shall have ten (10) business days after the end of the Title Cure Period to deliver notice to Seller terminating this Agreement, in which event the Earnest Deposit (less the Independent Consideration) shall be disbursed to Buyer, and the parties shall have no further obligations hereunder except those that expressly survive Closing. If Buyer does not terminate this Agreement during said ten business day period, Buyer is deemed to have accepted any uncured Title Objections. If Seller pursues a cure and is unable to cure a Title Objection by the Closing Date, then Buyer shall have the option, in its sole discretion, to either terminate this Agreement (in which event the Earnest Deposit (less the Independent Consideration) shall be disbursed to Buyer) or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured Title Objections and waived any rights against Seller relating thereto. Buyer shall make its election under the immediately preceding sentence within ten (10) business days after Seller notifies Buyer that it was unable to cure one or more Title Objections. If Buyer does not terminate this Agreement during said period, Buyer is deemed to have accepted any uncured Title Objections.

Buyer's obligation to purchase the Property is conditioned upon the Title Company providing at Closing a commitment to issue a current, standard ALTA owner's title insurance policy (or a marked-up and binding commitment therefor), with extended coverage over the printed standard or general exceptions, in the amount of the Purchase Price insuring Buyer as the

fee simple owner of the Property as of the date of recording the deed, subject to the Permitted Exceptions (“**Title Policy**”).

**Section 1.7 Due Diligence Period.** Buyer shall have a period of ninety (90) days from the Effective Date to perform all Due Diligence it deems necessary to determine the viability of the Property (“Due Diligence Period”). Seller agrees to provide Buyer and any third-party contractor engaged by Buyer (i.e., roofing contractor, etc.) reasonable access to the Property starting from the Effective Date, and throughout the Due Diligence Period. Within five (5) business days following the Effective Date, Seller agrees to provide inspection materials to Buyer, as requested and available.

Buyer has the option to extend the Due Diligence Period two additional times for an additional thirty (30) days each. Buyer shall provide written notice of its intent to extend, along with an additional non-refundable deposit of Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00) per occurrence.

**Section 1.8 Termination.** Buyer, in its sole discretion, may terminate this Agreement at any time before the expiration of the Due Diligence Period, as extended under Article I, Section 1.7, by providing written notice to Seller. If Buyer exercises this right to terminate, then this Agreement will automatically terminate, the Earnest Deposit will be returned to Buyer along with all interest and neither party will have any further obligations under this Agreement except those provisions that expressly survive.

**Section 1.9 Closing.** The Closing shall take place the earlier of (i) three (3) years from issuance of a certificate of occupancy on the project being developed on Lots 2-4 or (ii) twelve (12) months after Seller’s receipt of notice of closing from Buyer. The Closing shall take place at the office of the Title Company or at such other time and place as may be agreed upon, in writing, by Buyer and Seller. At the Closing, Buyer shall deliver to an account designated by the Title Company, immediately available funds in cash in the amount of the Purchase Price, as adjusted by any prorations and Closing costs provided for herein, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy.

At the Closing, Seller shall deliver to the Title Company a Fee Simple Deed acceptable to Buyer conveying marketable fee simple title in the Property to Buyer, subject only to any permitted exceptions, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy. All prorations required hereunder shall be computed as of the Closing Date. Possession of the Property shall be delivered to Buyer on the Closing Date, subject to any permitted exceptions. At Closing, Seller shall be responsible for payment of the following transaction costs: (a) the costs of releasing all liens, judgments, and other encumbrances that are to be released and of recording such releases, (b) one-half of the fees and

costs due Escrow Agent for its services, and (c) the transfer tax associated with the sale of the Property, if any. At Closing, Buyer shall pay (a) one-half of the fees and costs due Escrow Agent for its services, (b) the incremental cost, if any, for extended coverage to the Owner's policy of title insurance, (c) the cost of all endorsements to such Owner's policy of title insurance requested by the Buyer, and (d) the cost of any lender's policy of title insurance.

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

#### Closing Conditions

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

- (a) A mutually agreeable development agreement for the Property has been signed and executed by both parties and
- (b) Buyer or an affiliate has closed on the purchase of Lots 2-4.

#### **Section 1.10 Taxes.**

(a) Taxes for Years Prior to Closing. Seller will pay in full all general real property taxes that are levied with respect to the Property for tax years prior to the year of closing.

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

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

**Section 1.11 Special Assessments.** Seller hereby represents and warrants that there are no special assessments affecting the Property as of the date of this Agreement and there shall not

be any as of the Closing Date. All special assessments levied after the Closing Date shall be paid exclusively by Buyer.

**Section 1.12 Municipal Agreements.** Seller hereby represents and warrants that there are no existing development agreements, declarations, escrow agreements and other similar agreements affecting the Property except as provided for in writing to Buyer within five (5) days after the Effective Date. Seller and Buyer agree that upon Closing, Buyer will assume any and all responsibilities and obligations under all such existing development agreements, declarations, escrow agreements and other agreements affecting the Property. In addition, Buyer shall comply, at Buyer's sole expense, with all requirements imposed under any such agreement or by any state, federal or local governmental entity or agency including, without limitation, any requirement to construct infrastructure, construct improvements, install sidewalks and parkway trees and landscaping, and to escrow funds, post letters of credit or any other required security in connection with the development of the Property. On or before Closing, Buyer shall, at Buyer's sole expense, replace any funds or letters of credit deposited in connection with any such agreement or requirement. Buyer's failure to do so on or before the Closing Date shall be a default under this Agreement. The Parties agree that all development work is Buyer's sole responsibility and shall be performed at Buyer's sole cost and expense. Buyer and Seller agree that this paragraph shall be self-operative but, if requested by Seller, Buyer shall execute a document in recordable form evidencing the agreements set forth in this Section. To the extent Seller, any of its affiliates, or any predecessor owner of the Property is entitled to a refund of any funds (including the proceeds of any letter of credit drawn upon) or other security deposited with respect to the Property before the Closing, any such refund shall be and remain the property of Seller or its applicable affiliate, and to the extent Buyer receives any such refund before or after the Closing, Buyer shall remit such refund to Seller or its affiliate within five (5) days after Buyer's receipt therefor. Seller's right and Buyer's obligations under this Article I, Section 1.12 shall survive the Closing.

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

**Section 1.14 Indemnification.** To the extent permitted by law, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, claims, actions, liabilities, damages, liens, costs and expenses, including reasonable attorneys' fees, incurred by Seller (or its agents, consultants or affiliates) arising out of or related to (i) any activities upon the Property by Buyer, its agents, contractors and employees, or (ii) the failure by Buyer to observe or perform any



of its covenants, representations or obligations under this Agreement. This Article I, Section 1.14 shall survive the Closing or termination of this Agreement.

## ARTICLE II

### SUBJECT OF AGREEMENT

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

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

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

**Section 2.4 Development Agreement.** It is expressly understood and agreed to by the Parties that this Agreement is subject to the Parties' mutual agreement to a development agreement for the Property. Seller is conveying the Property with the express understanding the Parties will enter into a development agreement. Buyer is purchasing the Property with the express understanding the Parties will enter into a development agreement. The development agreement for the Property will address economic development incentives, claw back provisions if Buyer does not proceed according to an established timeline, the Seller's approval authority over the architecture and exterior appearance of the building(s).

**Section 2.5 Two Land Sale Agreements.** It is expressly understood by the Parties that there is a separate Land Sale Agreement for Lots 2, 3, and 4 of the Property ("Lots 2-4"). The Parties hereby agree to simultaneously execute this Agreement and the Land Sale Agreement for Lots 2, 3 and 4 of the Property.

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

#### **Section 2.7 Legal Actions.**

- (a) Exercise of Rights and Remedies. Upon a breach of this Agreement by Seller, the Buyer may exercise any and all rights and remedies available to it at law or in equity. Upon a breach of this Agreement by the Buyer, Seller may exercise any rights and remedies available to them at law or in equity.

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

#### **Section 2.8 Intentionally Deleted.**

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

**Section 2.10 Default.** In the event the purchase and sale is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, by Seller to convey the Property in accordance with the terms and conditions provided herein, or because of other default by Seller, the Earnest Deposit paid in connection with this Agreement shall be returned by the Title Company to Buyer (less the Independent Consideration which shall be remitted to Seller), and Buyer shall have the right to (i) pursue damages not to exceed Fifty Thousand and No/100 Dollars (\$50,000) or (ii) bring an action for specific performance of this Agreement. In the event the purchase and sale is not consummated because of the default of Buyer, then the Title Company shall deliver the Earnest Deposit paid hereunder to Seller as its sole and exclusive remedy, and as full, complete, and final liquidated damages. Seller and Buyer hereby agree that it would be impossible to ascertain the damages accruing to Seller as a result of a default by Buyer under this Agreement. The payment of said liquidated damages, therefore, shall constitute Seller's sole and exclusive remedy against Buyer and shall be in lieu of the exercise by Seller of any other legal or equitable right or remedy which Seller may have against Buyer as a result of Buyer's default.

**Section 2.11 Notices.** All notices under this Agreement shall be in writing and given to either party by personal delivery or sent by certified mail, return receipt requested, to the proper business address of both parties. The effective date of service of any such notice shall be the date

such notice is deposited with the United State Postal Service as first class mail to Buyer or to Seller:

**Seller:**

Notice to the Seller shall be properly addressed to:

City of Roeland Park, Kansas  
Attn: City Administrator Keith Moody  
4600 W 51<sup>st</sup> Street, Suite #200  
Roeland Park, KS 66205

**Buyer:**

Notice to the Buyer shall be properly addressed to:

GCP IV Roeland Park, LP  
10340 North 84<sup>th</sup> Street  
Omaha, NE 68122  
Attn: Zachary A. Wiegert and Kendra J. Ringenberg  
[zwiegert@goldenrodcompanies.com](mailto:zwiegert@goldenrodcompanies.com);  
[kringenberg@goldenrodcompanies.com](mailto:kringenberg@goldenrodcompanies.com)

*With a copy to:*

Sunflower Development  
1125 Grand Boulevard, Suite 202  
Kansas City, MO 64106  
Attn: Jason Swords  
[jswords@sunflowerkc.com](mailto:jswords@sunflowerkc.com)

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

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

**City of Roeland Park, Kansas**

By: \_\_\_\_\_  
Keith Moody

Date: \_\_\_\_\_

Title: City Administrator for Roeland Park, Kansas

**GCP IV Roeland Park, LP**

By: GCP IV Roeland Park GP, LLC,  
Its General Partner

By: Goldenrod Capital Advisors, LLC  
Its: Manager

By: \_\_\_\_\_  
Zachary A. Wiegert, Manager

**Exhibit A**

(Attach Sunflower Development Group Offer)



**Exhibit B**

(Insert Legal Description for Lot 1 of the Rocks Property here)

# SUNFLOWER

## Development Group

November 30, 2021

Via email: [jswords@sunflowerkc.com](mailto:jswords@sunflowerkc.com)

Jason Swords  
Sunflower Development Group

Re: The Real Property commonly known as "The Rocks"

Dear Keith:

On behalf of Sunflower Development Group, I'd like to present the following terms of a purchase contract.

PROPERTY: Lots 1-4, containing approximately 6.6 acres

PURCHASE PRICE: \$11.50 per square foot, cash at closing in the amount of \$3,306,204

EARNEST DEPOSIT: Within five (5) business days following execution of a purchase and sale contract ("Contract Execution"), Purchaser shall deposit the sum of one hundred thousand dollars (\$50,000.00) in an interest-bearing account with a mutually agreed upon title company ("Earnest Deposit"). The earnest Deposit shall become non-refundable after the expiration of the Due Diligence Period.

The Earnest Deposit shall apply towards the purchase price, at Closing.

DUE DILIGENCE PERIOD: Purchaser shall have a period of ninety (90) days from Contract Execution to perform all due diligence it deems necessary to determine the viability of the Property ("Due Diligence Period"). Seller agrees to provide purchaser and any third-party contractor engaged by purchaser (i.e., roofing contractor, etc.) reasonable access to the Property starting from the date of a fully executed Letter of Intent is in effect, and throughout the Inspection Period. All access will be coordinated with the Seller or Seller's broker.

DUE DILIGENCE EXTENSION(S): Purchaser shall have two (2) options to extend the Due Diligence Period by thirty (30) days each. Purchaser shall provide written notice of their intent to extend each option, along with an additional non-refundable deposit of \$50,000.00 per occurrence.

CLOSING: Closing shall take place on or before one hundred and eighty (180) days following expiration of the Due Diligence Period on Lots 2, 3 and 4. Buyer

shall have three hundred and sixty (60) days following expiration of the Due Diligence Period to close on Lot 1.

**INSPECTION MATERIALS:** Within five (5) business days following Contract Execution, Owner agrees to provide inspection materials to Purchaser, as requested and as available.

**TITLE INSURANCE:** Seller shall order an ALTA title insurance policy from a mutually approved title company within five (5) business days following Contract Execution.

**CLOSING COSTS:** At closing, Owner shall pay (i) the costs of releasing all liens, judgments, and other encumbrances that are to be released and of recording such releases, (ii) one-half of the fees and costs due Escrow Agent for its services, and (iii) the transfer tax associated with the sale of the Property, if any. At closing, Purchaser shall pay (a) one-half of the fees and costs due Escrow Agent for its services, (b) the incremental cost, if any, for extended coverage to the Owner's policy of title insurance, (c) the cost of all endorsements to such Owner's policy of title insurance requested by Purchaser, and (d) the cost of any lender's policy of title insurance.

**BROKERAGE:** None

**EXPIRATION:** This offer shall be valid until 5:00 PM central time on Friday, December 17, 2021.

Sincerely,



Jason Swords  
Principal, Sunflower Development Group, LLC

## Exhibit "B"

### Legal Description

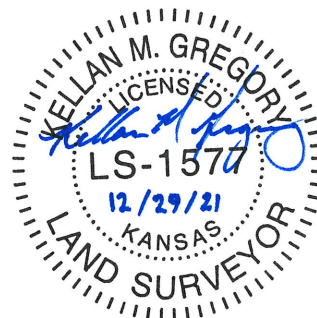
All of that part of the North Half of Section 4, Township 12 South, Range 23 East, situate in the City of Roeland Park, Johnson County, Kansas, being described as follows:

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

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

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

Lot subject to final ALTA/NSPS survey before the time of final sale.



This description prepared by:  
Kellan M. Gregory, KS PLS #1577  
Lamp Rynearson  
9001 State Line Road  
Kansas City, Missouri 64114  
Kansas CLS-350



PRELIMINARY  
DEVELOPMENT PLAN  
THE ROCKS  
CITY OF  
ROELAND PARK, KANSAS



SCALE: 1"=50'  
50 25 0 50

**OWNER:**

CITY OF ROELAND PARK, KANSAS  
4800 WEST 51ST STREET  
ROELAND PARK, KANSAS 66205  
ATTN: KEITH MOODY  
PHONE: (913) 722-2800  
EMAIL: kmoody@roelandpark.org

**NOTES:**

- LANDSCAPING PLANS TO BE PROVIDED IN ACCORDANCE WITH CHAPTER XVI ARTICLE 6 ROELAND PARK CODE OF ORDINANCES WHEN FINAL DEVELOPMENT PLANS ARE SUBMITTED FOR EACH INDIVIDUAL LOT.
- PHASING:  
PHASE 1 = LOT 3  
PHASE 2 = LOT 1, LOT 2 AND ROE BLVD. IMPROVEMENTS  
PHASE 3 = LOT 4 AND ROE PARKWAY AS NECESSARY.
- STORMWATER MANAGEMENT: THE DEVELOPER OF EACH LOT SHALL PROVIDE STORMWATER MANAGEMENT FACILITIES ON EACH INDIVIDUAL LOT UNLESS REGIONAL STORMWATER MANAGEMENT IS DESIRED BY LOT DEVELOPER AND APPROVED BY CITY.
- WATER SERVICE IS AVAILABLE ALONG ROE PARKWAY. ADDITIONAL IMPROVEMENTS FOR FIRE PROTECTION, INCLUDING FIRE HYDRANTS, TO BE DETERMINED AT FINAL DEVELOPMENT PLAN STAGE.

**FLOOD NOTE:**

THIS PROPERTY LIES WITHIN FLOOD ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF JOHNSON COUNTY, KANSAS AND INCORPORATED AREAS, MAP NO. 20091C0009G, PANEL NO. 9 OF 161 AND DATED AUGUST 3, 2009.

**SITE DATA**

|                                                                                          |                                     |
|------------------------------------------------------------------------------------------|-------------------------------------|
| SITE AREA: 7.259 ACRES                                                                   |                                     |
| EXISTING ZONING: SINGLE FAMILY RESIDENTIAL DISTRICT                                      |                                     |
| PROPOSED ZONING: CP-2 PLANNED GENERAL BUSINESS DISTRICT                                  |                                     |
| <b>PARKING DATA: LOT 1</b>                                                               |                                     |
| SITE AREA: 2.33 ACRES                                                                    | HOTEL                               |
| PROPOSED USAGE: 12,875 SF                                                                |                                     |
| TOTAL BUILDING AREA: 12,875 SF                                                           | PARKING:                            |
| REQUIRED: 90 + EMPLOYEES/2 (1 SPACE FOR EACH TWO EMPLOYEES, 1 SPACE FOR EACH GUEST ROOM) |                                     |
| PROVIDED: 105 SPACES                                                                     | <b>PARKING DATA: LOT 2</b>          |
| SITE AREA: 1.47 ACRES                                                                    |                                     |
| PROPOSED USAGE: RESTAURANT                                                               | PARKING:                            |
| TOTAL BUILDING AREA: 6,000 SF                                                            |                                     |
| REQUIRED: 1 SPACE FOR EACH THREE SEATS                                                   | PROVIDED: 60 SPACES (180 SEATS MAX) |
| PROVIDED: 60 SPACES (180 SEATS MAX)                                                      |                                     |
| <b>PARKING DATA: LOT 3</b>                                                               |                                     |
| SITE AREA: 1.96 ACRES                                                                    | PARKING:                            |
| PROPOSED USAGE: OUTDOOR ELEVATED OBSTACLE COURSE                                         |                                     |
| TOTAL BUILDING AREA: 1,200 SF                                                            | PROVIDED: 36 SPACES                 |
| REQUIRED: TBD                                                                            |                                     |
| PROVIDED: 36 SPACES                                                                      | <b>PARKING DATA: LOT 4</b>          |
| SITE AREA: 0.84 ACRES                                                                    |                                     |
| TOTAL BUILDING AREA: TBD                                                                 | PARKING:                            |
| REQUIRED: 4/1,000 GSF MIN                                                                |                                     |
| PROVIDED: TBD                                                                            | ALL STALLS ARE 9' WIDE UNLESS NOTED |
|                                                                                          |                                     |

|             |          |     |     |      |          |                      |     |    |      |
|-------------|----------|-----|-----|------|----------|----------------------|-----|----|------|
| 5           | 4        | 3   | 2   | 1    | 10/13/17 | REVISED LOT 2 LAYOUT | MDM | BY | APPD |
| Designd By: | MDM      | ELM | MDM | REV. | DATE     | REVISIONS            |     |    |      |
| Drawn By:   | MDM      | ELM | MDM | REV. | DATE     | REVISIONS            |     |    |      |
| Checked By: | MDM      | ELM | MDM | REV. | DATE     | REVISIONS            |     |    |      |
| Issue Date: | 04/10/17 |     |     |      |          |                      |     |    |      |

|             |          |     |     |      |      |           |  |  |  |
|-------------|----------|-----|-----|------|------|-----------|--|--|--|
| Designd By: | MDM      | ELM | MDM | REV. | DATE | REVISIONS |  |  |  |
| Drawn By:   | MDM      | ELM | MDM | REV. | DATE | REVISIONS |  |  |  |
| Checked By: | MDM      | ELM | MDM | REV. | DATE | REVISIONS |  |  |  |
| Issue Date: | 04/10/17 |     |     |      |      |           |  |  |  |

SHAHER, KLINE & WARREN

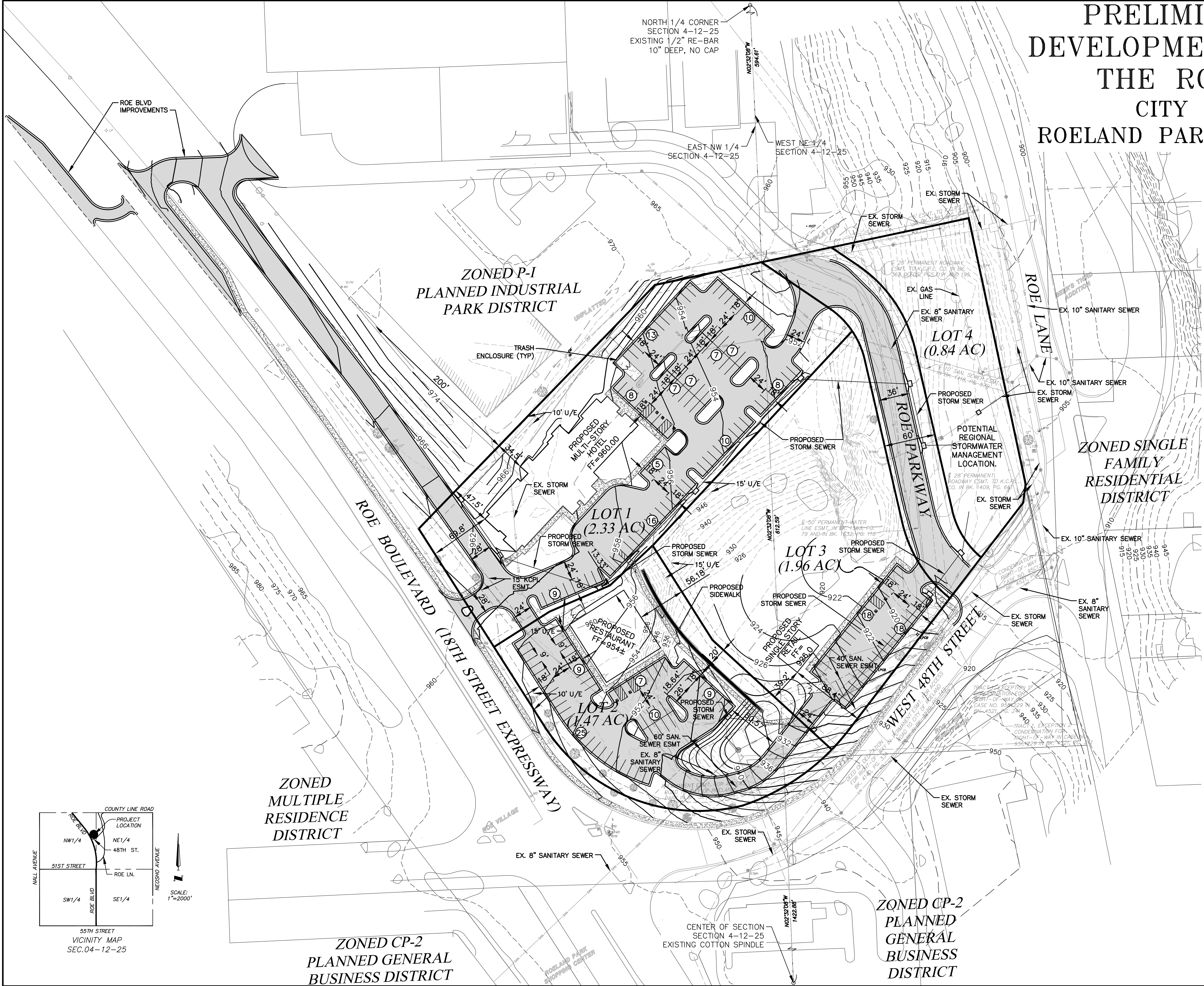
11250 Corporate Avenue  
Lenexa, KS 66219-1392  
913.888.7800 FAX: 913.888.7968

SURVEYING | ENGINEERING | CONSTRUCTION

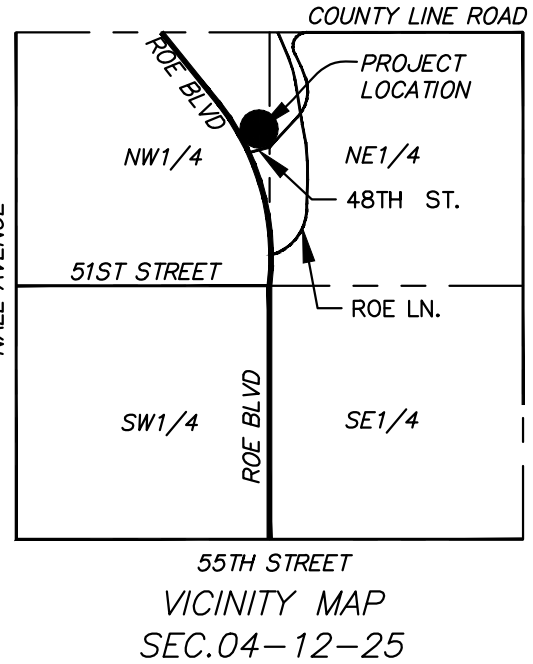
THE ROCKS  
ROELAND PARK, KANSAS

PRELIMINARY DEVELOPMENT PLANS  
PRELIMINARY DEVELOPMENT PLAN

130099-220  
SHEET NO.  
1 OF 2



|                                                      |                  |
|------------------------------------------------------|------------------|
| L:\130099-220\CAD\CIVIL\PDPA\130099-220_PDP_REV1.DWG | DATE: 10/13/2017 |
| LAYOUT: LAYOUT                                       | BY: EDMCQUEEN    |
| XREF DWG1: NONE                                      | XREF DWG2: NONE  |
| XREF DWG3: NONE                                      | XREF DWG4: NONE  |



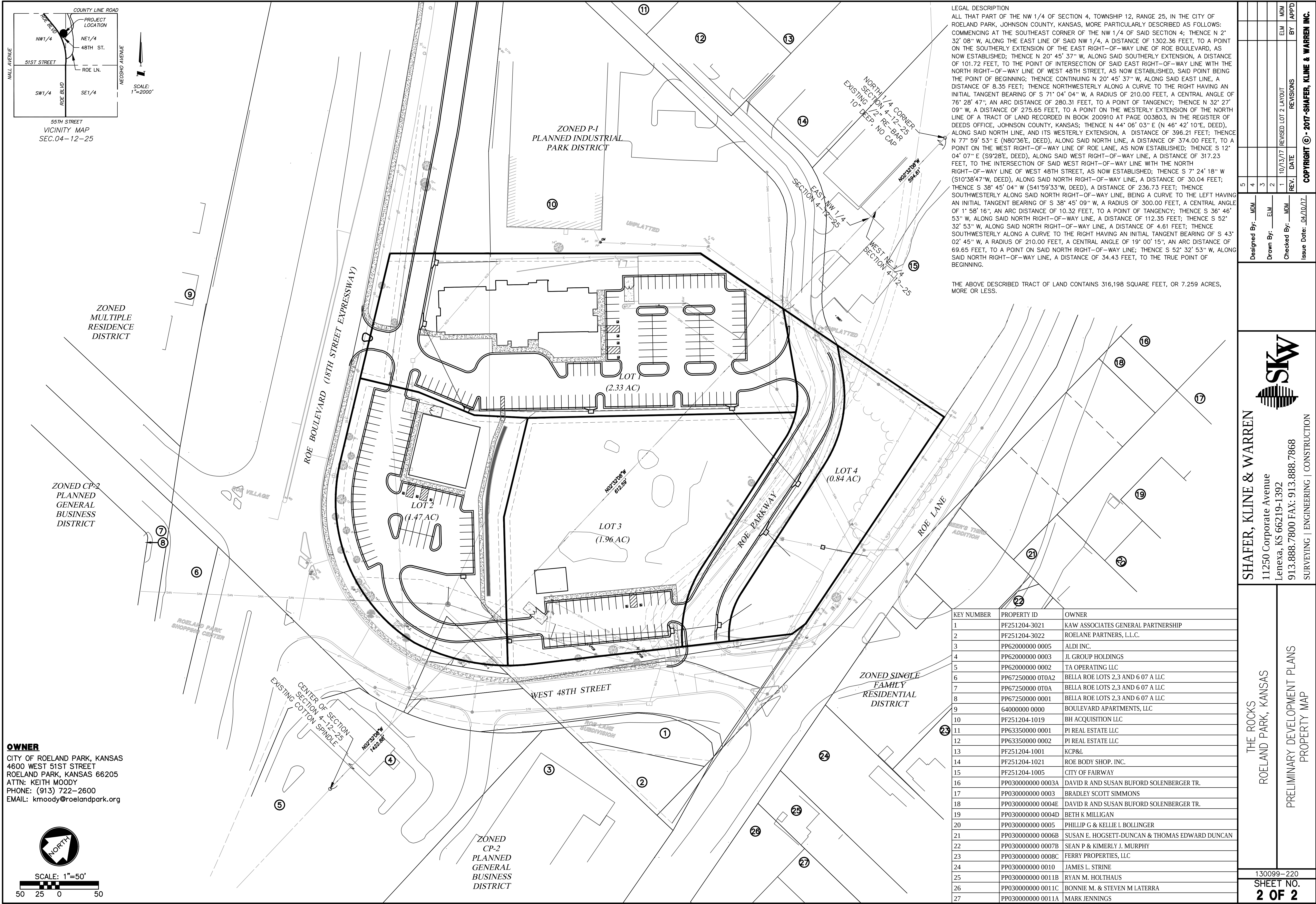
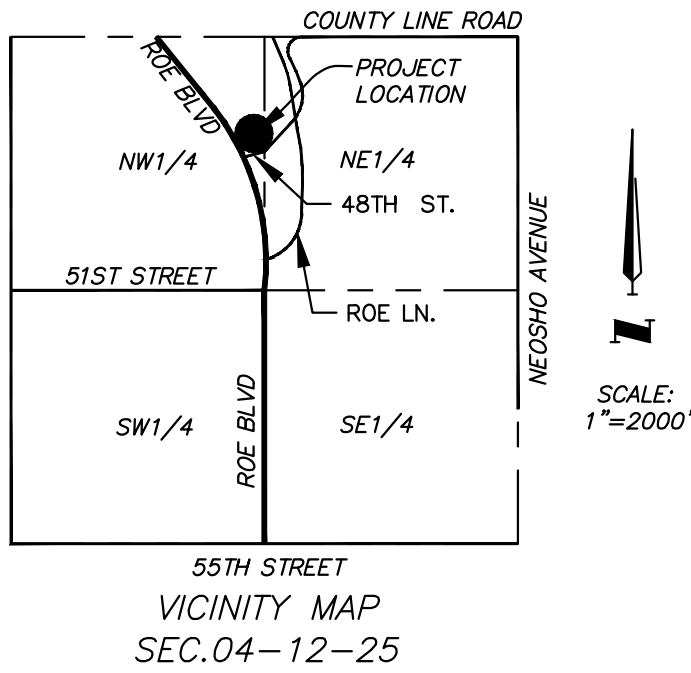


|                                                        |                  |
|--------------------------------------------------------|------------------|
| L:\130099-220\CADD\CIVIL\PDPA\130099-220 PDP REV 1.DWG |                  |
| LAYOUT: CONCEPT PLAN                                   | DATE: 10/13/2017 |
| XREF DWG1: NONE                                        | BY: EDMCQUEEN    |
| XREF DWG2: NONE                                        |                  |
| XREF DWG3: NONE                                        |                  |

**OWNER**  
CITY OF ROELAND PARK, KANSAS  
4600 WEST 51ST STREET  
ROELAND PARK, KANSAS 66205  
ATTN: KEITH MOODY  
PHONE: (913) 722-2600  
EMAIL: kmoody@roelandpark.org



SCALE: 1"=50'  
50 25 0 50



LEGAL DESCRIPTION  
ALL THAT PART OF THE NW 1/4 OF SECTION 4, TOWNSHIP 12, RANGE 25, IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 4; THENCE N 2° 32' 08" W, ALONG THE EAST LINE OF SAID NW 1/4, A DISTANCE OF 1302.36 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ROE BOULEVARD, AS NOW ESTABLISHED; THENCE N 20° 45' 37" W, ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 101.72 FEET, TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE WITH THE NORTH RIGHT-OF-WAY LINE OF WEST 48TH STREET, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING N 20° 45' 37" W, ALONG SAID EAST LINE, A DISTANCE OF 8.35 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF S 71° 04' 04" W, A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 76° 28' 47"; AN ARC DISTANCE OF 280.31 FEET, TO A POINT OF TANGENCY; THENCE N 32° 27' 09" W, A DISTANCE OF 275.65 FEET, TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF A TRACT OF LAND RECORDED IN BOOK 200910 AT PAGE 003803, IN THE REGISTER OF DEEDS OFFICE, JOHNSON COUNTY, KANSAS; THENCE N 44° 06' 03" E (N 46° 42' 10" E, DEED), ALONG SAID NORTH LINE, AND ITS WESTERLY EXTENSION, A DISTANCE OF 396.21 FEET; THENCE N 77° 59' 53" E (N80°36'E, DEED), ALONG SAID NORTH LINE, A DISTANCE OF 374.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ROE LANE, AS NOW ESTABLISHED; THENCE S 12° 04' 07" E (S9°28'E, DEED), ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 317.23 FEET, TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE WITH THE NORTH RIGHT-OF-WAY LINE OF WEST 48TH STREET, AS NOW ESTABLISHED; THENCE S 7° 24' 18" W (S10°38'47"W, DEED), ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.04 FEET; THENCE S 38° 45' 04" W (S41°59'33"W, DEED), A DISTANCE OF 236.73 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, BEING A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF S 38° 45' 09" W, A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 1° 58' 16"; AN ARC DISTANCE OF 10.32 FEET, TO A POINT OF TANGENCY; THENCE S 36° 46' 53" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 112.35 FEET; THENCE S 52° 32' 53" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 4.61 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF S 43° 02' 45" W, A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 19° 00' 15"; AN ARC DISTANCE OF 69.65 FEET, TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE S 52° 32' 53" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 34.43 FEET, TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 316,198 SQUARE FEET, OR 7.259 ACRES, MORE OR LESS.

| KEY NUMBER | PROPERTY ID      | OWNER                                          |
|------------|------------------|------------------------------------------------|
| 1          | PF251204-3021    | KAW ASSOCIATES GENERAL PARTNERSHIP             |
| 2          | PF251204-3022    | ROELANE PARTNERS, L.L.C.                       |
| 3          | PP62000000 0005  | ALDI INC.                                      |
| 4          | PP62000000 0003  | JL GROUP HOLDINGS                              |
| 5          | PP62000000 0002  | TA OPERATING LLC                               |
| 6          | PP67250000 0T0A2 | BELLA ROE LOTS 2,3 AND 6 07 A LLC              |
| 7          | PP67250000 0T0A  | BELLA ROE LOTS 2,3 AND 6 07 A LLC              |
| 8          | PP67250000 0001  | BELLA ROE LOTS 2,3 AND 6 07 A LLC              |
| 9          | 64000000 0000    | BOULEVARD APARTMENTS, LLC                      |
| 10         | PF251204-1019    | BH ACQUISITION LLC                             |
| 11         | PP63350000 0001  | PI REAL ESTATE LLC                             |
| 12         | PP63350000 0002  | PI REAL ESTATE LLC                             |
| 13         | PF251204-1001    | KCP&L                                          |
| 14         | PF251204-1021    | ROE BODY SHOP, INC.                            |
| 15         | PF251204-1005    | CITY OF FAIRWAY                                |
| 16         | PP03000000 0003A | DAVID R AND SUSAN BUFORD SOLENBERGER TR.       |
| 17         | PP03000000 0003  | BADLEY SCOTT SIMMONS                           |
| 18         | PP03000000 0004E | DAVID R AND SUSAN BUFORD SOLENBERGER TR.       |
| 19         | PP03000000 0004D | BETH K MILLIGAN                                |
| 20         | PP03000000 0005  | PHILLIP G & KELLIE I. BOLLINGER                |
| 21         | PP03000000 0006B | SUSAN E. HOGSETT-DUNCAN & THOMAS EDWARD DUNCAN |
| 22         | PP03000000 0007B | SEAN P & KIMBERLY J. MURPHY                    |
| 23         | PP03000000 0008C | FERRY PROPERTIES, LLC                          |
| 24         | PP03000000 0010  | JAMES L. STRINE                                |
| 25         | PP03000000 0011B | RYAN M. HOLTHAUS                               |
| 26         | PP03000000 0011C | BONNIE M. & STEVEN M LATERRA                   |
| 27         | PP03000000 0011A | MARK JENNINGS                                  |

Designed By: MDM  
Drawn By: ELM  
Checked By: MDM  
Issue Date: 04/10/17

5  
4  
3  
2  
1

REV. DATE

REVISIONS

BY

APPD

MDM

ELM

MDM

04/10/17

SHAFER, KLINE & WARREN  
11250 Corporate Avenue  
Lenexa, KS 66219-1392  
913.888.7800 FAX: 913.888.7868  
SURVEYING | ENGINEERING | CONSTRUCTION

THE ROCKS  
ROELAND PARK, KANSAS

PRELIMINARY DEVELOPMENT PLANS  
PROPERTY MAP

130099-220  
SHEET NO.  
2 OF 2

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**Item Number:** New Business- VII.-B.  
**Committee** 1/3/2022  
**Meeting Date:**



## **City of Roeland Park**

Action Item Summary

---

Date: 12/16/2021  
Submitted By: Keith Moody  
Committee/Department: Admin.  
Title: **Approve Land Purchase Agreement with Sunflower Development - Lots 2, 3, and 4**  
Item Type: Agreement

### **Recommendation:**

**Staff recommends entering into agreements with Sunflower Development for the sale of City owned land known as Lots 2, 3, and 4 of the Rocks.**

### **Details:**

Details of the sale are included in the two attached agreements. One agreement covers the sale of lot 2, 3, and 4 the other covers the sale of lot 1 as depicted in the attached Development Plan. Two agreements were developed in order to accommodate two different closing dates requested by Sunflower Development. The City Attorney felt having two separate agreements would simplify the terms of these agreements and subsequent development agreements. The timing for the sale of lot 1 is later; this will afford the City additional time to relocate the Public Works Department.

The agreements reflect a total purchase price of \$3.45 million for all 4 lots. This equates to a price of \$12.00/sf. This is an attractive selling price for this property for the following reasons:

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

6. The Rocks site has significant grade challenges, even with their design using the grade change advantageously there will still be significant cubic yards of material that has to be hauled off from the site.

The agreements include claw-back provisions, establishes City approval authority over the aesthetics of the buildings constructed and precludes sale of the site to a tax exempt entity in the future. Additional development scope details, a schedule, incentive provisions and performance standards and remedies will be included in the development agreement(s) to follow. Sunflower will not be permitted to close on the purchase without first successfully entering into Development Agreements for the sites.

This is the first step in a series of steps to come. Sunflower is an experienced developer with a strong reputation for completing projects as proposed. Their vision for the site is in step with the vision expressed by the Council and Roeland Park residents.

The link below takes you to the development proposal provided to Council on 12/6/21 by Sunflower Development:  
<https://roelandpark.net/DocumentCenter/View/4427/Sunflower-Development-Group-LLC---Resume-Booklet-Roeland-Park-PDF?bidId=>

Exhibit A attached is the offer provided by Sunflower Development.

Exhibit B attached is the legal description of the land being sold.

### 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       |
|-------------------------------------------------------------------------------------------|------------|
| <input type="checkbox"/> Land Purchase Agreement for Lots 2, 3, and 4                     | Cover Memo |
| <input type="checkbox"/> Exhibit A- Sunflower Offer                                       | Cover Memo |
| <input type="checkbox"/> Exhibit B- Legal Description Lots 2, 3, & 4                      | Cover Memo |
| <input type="checkbox"/> The Rocks Preliminary Development Plan- for lot # reference only | Cover Memo |

## LAND PURCHASE AGREEMENT

**THIS LAND PURCHASE AGREEMENT** (this “Agreement”) is entered into effective as of \_\_\_\_\_, 2021 (the “Effective Date”) by and between the City of Roeland Park, Kansas, a Kansas municipal corporation (“Seller”), and GCP IV Roeland Park, Nebraska limited partnership (“Buyer”). The Buyer and Seller shall sometimes be collectively referred to herein as the “Parties.”

WHEREAS, on December 1, 2021, an affiliate of the Buyer submitted a proposal for purchase of certain property owned by the Seller, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Parties wish to enter into this Land Purchase Agreement to reflect the terms for purchase of certain property; and

WHEREAS, this Land Purchase Agreement is for Lots 2, 3, and 4 (described hereinafter in this Agreement as the “Property”) of the property described in **Exhibit B**, attached hereto; and

WHEREAS, there is a separate Land Purchase Agreement for Lot 1 of the Property which shall be executed simultaneously with this Agreement.

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

### ARTICLE I

#### LAND PURCHASE

**Section 1.1 Property.** Seller hereby agrees to convey, by fee simple, to Buyer and Buyer hereby agrees to purchase from Seller marketable fee simple title in the real property described as Lots 2, 3, and 4 on **Exhibit B**, attached hereto, and all appurtenances thereto (“**Property**”).

**Section 1.2 Purchase Price.** The purchase price for the Property is Two Million Two Hundred Thirty-Two Thousand Dollars and 00/100 Cents (\$2,232,000.00) (“**Purchase Price**”) and shall be paid as follows:

(a) Earnest money in the amount of Fifty Thousand Dollars and 00/100 Cents (\$50,000.00) (“**Earnest Deposit**”) shall be deposited by Buyer in an interest-bearing account with First American Title Insurance Company, c/o Jim O’Donnell, 4909 South 135<sup>th</sup> Street, Suite 207, Omaha, NE 68137; [jrodonnell@firstam.com](mailto:jrodonnell@firstam.com) (the “**Title Company**”) by wire transfer of immediately available funds, within five (5) business days after the execution and delivery of this Agreement. Notwithstanding anything in this Agreement to the contrary, One Hundred and No/100 Dollars (\$100.00) of the Earnest Deposit is delivered to the Title Company for delivery by the Title Company to Seller as “**Independent Contract Consideration**”, and the Earnest Deposit is reduced by the amount of the Independent Contract Consideration, which amount has been bargained for



and agreed to as consideration for Seller's execution and delivery of this Agreement. At Closing (as defined below), the entire Earnest Deposit will be credited to the Purchase Price. Seller and Buyer agree to execute an Earnest Money Escrow Agreement if requested by the Title Company, which shall be in form and content reasonably acceptable to Buyer, Seller and Title Company. The entire Earnest Deposit shall become non-refundable after the expiration of the Due Diligence Period (as defined below).

(b) The balance of the Purchase Price, subject to closing prorations and credits, shall be paid to Seller in cash at Closing.

**Section 1.3 Seller's Representation and Warranty.** Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date that:

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

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

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

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

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

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

(g) There are no labor disputes, organizational campaigns or union contracts existing or under negotiation as of the date hereof with respect to the Property or the operation thereof; there are no employees presently engaged in the operation or



maintenance of the Property for whom Buyer will be responsible after Closing unless Buyer hires them directly.

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

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

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

(k) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act ("FIRPTA") and agrees to deliver an affidavit at Closing reflecting that Seller is not such a foreign person and provide Seller's tax identification number ("Tax Affidavit").

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

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

**Section 1.4 Plans and Reports.** Within five (5) days after the Effective Date, Seller shall provide Buyer with copies of all existing plans, declarations, escrow agreements, zoning

documents, and other agreements and/or reports affecting the Property which are in Seller's possession relating to the Property. Within thirty (30) days after the Effective Date, Seller shall provide Buyer with a proposed Land Development Agreement.

**Section 1.5 Survey.** Seller shall obtain an ALTA/ACSM land title survey ("Survey") at its sole expense and provide the Survey to Buyer within forty-five (45) days of the Effective Date.

**Section 1.6 Title and Survey Contingency.** Promptly after the Effective Date, Seller shall provide and pay for an ALTA Owner's Extended Coverage Title Insurance Policy ("**Insurance Policy**") from the Title Company in the amount of the Purchase Price, guaranteeing marketable fee simple title to Buyer as of Closing. Within twenty (20) days of the Effective Date, Seller shall cause the Title Company to deliver to Buyer a commitment for such Insurance Policy ("**Commitment**") and copies of all exception documents. Buyer shall have until thirty (30) days after receipt of both the Commitment and Survey (the "**Title Objection Period**") to deliver to Seller in writing any objection to a matter shown on the Commitment or Survey which affects the Property or Buyer's use of the Property ("**Title Objections**"). If Buyer fails to deliver notice of Title Objections to Seller within the Title Objection Period, Buyer shall be deemed to have fully accepted the Survey and Commitment and all matters disclosed therein. If Buyer delivers notice of Title Objections to Seller within the Title Objection Period, Seller shall have ten (10) days after receipt of Buyer's Objection (the "**Title Cure Period**") to notify Buyer, in writing, whether Seller agrees to cure the Title Objections. Failure of Seller to respond within the Title Cure Period shall indicate, and be deemed notice, that Seller elects not to cure the Title Objections. Seller shall have no obligation to cure any Title Objection or incur any expense with respect thereto. If Seller elects not to cure one or more of the Title Objections, Buyer shall have ten (10) business days after the end of the Title Cure Period to deliver notice to Seller terminating this Agreement, in which event the Earnest Deposit (less the Independent Consideration) shall be disbursed to Buyer, and the parties shall have no further obligations hereunder except those that expressly survive Closing. If Buyer does not terminate this Agreement during said ten business day period, Buyer is deemed to have accepted any uncured Title Objections. If Seller pursues a cure and is unable to cure a Title Objection by the Closing Date, then Buyer shall have the option, in its sole discretion, to either terminate this Agreement (in which event the Earnest Deposit (less the Independent Consideration) shall be disbursed to Buyer) or close on the purchase of the Property with no Purchase Price reduction, in which case Buyer is deemed to have accepted any uncured Title Objections and waived any rights against Seller relating thereto. Buyer shall make its election under the immediately preceding sentence within ten (10) business days after Seller notifies Buyer that it was unable to cure one or more Title Objections. If Buyer does not terminate this Agreement during said period, Buyer is deemed to have accepted any uncured Title Objections.

Buyer's obligation to purchase the Property is conditioned upon the Title Company providing at Closing a commitment to issue a current, standard ALTA owner's title insurance policy (or a marked-up and binding commitment therefor), with extended coverage over the printed standard or general exceptions, in the amount of the Purchase Price insuring Buyer as the

fee simple owner of the Property as of the date of recording the deed, subject to the Permitted Exceptions (“**Title Policy**”).

**Section 1.7 Due Diligence Period.** Buyer shall have a period of ninety (90) days from the Effective Date to perform all Due Diligence it deems necessary to determine the viability of the Property (“Due Diligence Period”). Seller agrees to provide Buyer and any third-party contractor engaged by Buyer (i.e., roofing contractor, etc.) reasonable access to the Property starting from the Effective Date, and throughout the Due Diligence Period. Within five (5) business days following the Effective Date, Seller agrees to provide inspection materials to Buyer, as requested and available.

Buyer has the option to extend the Due Diligence Period two additional times for an additional thirty (30) days each. Buyer shall provide written notice of its intent to extend, along with an additional non-refundable deposit of Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00) per occurrence.

**Section 1.8 Termination.** Buyer, in its sole discretion, may terminate this Agreement at any time before the expiration of the Due Diligence Period, as extended under Article I, Section 1.7, by providing written notice to Seller. If Buyer exercises this right to terminate, then this Agreement will automatically terminate, the Earnest Deposit will be returned to Buyer along with all interest and neither party will have any further obligations under this Agreement except those provisions that expressly survive.

**Section 1.9 Closing.** The Closing shall take place within one hundred and eighty (180) days following the expiration of the Due Diligence Period. The Closing shall take place at the office of the Title Company or at such other time and place as may be agreed upon, in writing, by Buyer and Seller. At the Closing, Buyer shall deliver to an account designated by the Title Company, immediately available funds in cash in the amount of the Purchase Price, as adjusted by any prorations and Closing costs provided for herein, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy.

At the Closing, Seller shall deliver to the Title Company a Fee Simple Deed acceptable to Buyer conveying marketable fee simple title in the Property to Buyer, subject only to any permitted exceptions, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy. All prorations required hereunder shall be computed as of the Closing Date. Possession of the Property shall be delivered to Buyer on the Closing Date, subject to any permitted exceptions. At Closing, Seller shall be responsible for payment of the following transaction costs: (a) the costs of releasing all liens, judgments, and other encumbrances that are to be released and of recording such releases, (b) one-half of the fees and costs due Escrow Agent for its services, and (c) the transfer tax associated with the sale of the

Property, if any. At Closing, Buyer shall pay (a) one-half of the fees and costs due Escrow Agent for its services, (b) the incremental cost, if any, for extended coverage to the Owner's policy of title insurance, (c) the cost of all endorsements to such Owner's policy of title insurance requested by the Buyer, and (d) the cost of any lender's policy of title insurance.

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

#### Closing Conditions

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

(a) A mutually agreeable development agreement for the Property has been signed and executed by both parties.

#### **Section 1.10 Taxes.**

(a) Taxes for Years Prior to Closing. Seller will pay in full all general real property taxes that are levied with respect to the Property for tax years prior to the year of closing.

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

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

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

**Section 1.12 Municipal Agreements.** Seller hereby represents and warrants that there are no existing development agreements, declarations, escrow agreements and other similar

agreements affecting the Property except as provided for in writing to Buyer within five (5) days after the Effective Date. Seller and Buyer agree that upon Closing, Buyer will assume any and all responsibilities and obligations under all such existing development agreements, declarations, escrow agreements and other agreements affecting the Property. In addition, Buyer shall comply, at Buyer's sole expense, with all requirements imposed under any such agreement or by any state, federal or local governmental entity or agency including, without limitation, any requirement to construct infrastructure, construct improvements, install sidewalks and parkway trees and landscaping, and to escrow funds, post letters of credit or any other required security in connection with the development of the Property. On or before Closing, Buyer shall, at Buyer's sole expense, replace any funds or letters of credit deposited in connection with any such agreement or requirement. Buyer's failure to do so on or before the Closing Date shall be a default under this Agreement. The Parties agree that all development work is Buyer's sole responsibility and shall be performed at Buyer's sole cost and expense. Buyer and Seller agree that this paragraph shall be self-operative but, if requested by Seller, Buyer shall execute a document in recordable form evidencing the agreements set forth in this Section. To the extent Seller, any of its affiliates, or any predecessor owner of the Property is entitled to a refund of any funds (including the proceeds of any letter of credit drawn upon) or other security deposited with respect to the Property before the Closing, any such refund shall be and remain the property of Seller or its applicable affiliate, and to the extent Buyer receives any such refund before or after the Closing, Buyer shall remit such refund to Seller or its affiliate within five (5) days after Buyer's receipt therefor. Seller's right and Buyer's obligations under this Article I, Section 1.12 shall survive the Closing.

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

**Section 1.14 Indemnification.** To the extent permitted by law, Buyer shall indemnify, defend and hold Seller harmless from and against any and all losses, claims, actions, liabilities, damages, liens, costs and expenses, including reasonable attorneys' fees, incurred by Seller (or its agents, consultants or affiliates) arising out of or related to (i) any activities upon the Property by Buyer, its agents, contractors and employees, or (ii) the failure by Buyer to observe or perform any of its covenants, representations or obligations under this Agreement. This Article I, Section 1.14 shall survive the Closing or termination of this Agreement.

## ARTICLE II



## **SUBJECT OF AGREEMENT**

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

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

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

**Section 2.4 Development Agreement.** It is expressly understood and agreed to by the Parties that this Agreement is subject to the Parties' mutual agreement to a development agreement for the Property. Seller is conveying the Property with the express understanding the Parties will enter into a development agreement. Buyer is purchasing the Property with the express understanding the Parties will enter into a development agreement. The development agreement for the Property will address economic development incentives, claw back provisions if Buyer does not proceed according to an established timeline, the Seller's approval authority over the architecture and exterior appearance of the building(s).

**Section 2.5 Two Land Sale Agreements.** It is expressly understood by the Parties that there is a separate Land Sale Agreement for Lot 1 of the Property. The Parties hereby agree to simultaneously execute this Agreement and the Land Sale Agreement for Lot 1 of the Property.

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

### **Section 2.7 Legal Actions.**

- (a) Exercise of Rights and Remedies. Upon a breach of this Agreement by Seller, the Buyer may exercise any and all rights and remedies available to it at law or in equity. Upon a breach of this Agreement by the Buyer, Seller may exercise any rights and remedies available to them at law or in equity.
- (b) 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.
- (c) Applicable Law. The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.

- (d) Acceptance of Service of Process. In the event that any legal action is commenced by Buyer against the Seller, service of process on the Seller shall be made by personal service upon the Registered Agent or in such other manner as may be provided by law. In the event that any legal action is commenced by the Buyer against Seller, service of process on such party shall be made by personal service upon any officer of such party and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law.
- (e) Prevailing Party. If any action is instituted by the either party hereunder, the non-prevailing party in such action shall pay any and all costs, fees and expenses, including reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement.

## **Section 2.8 Intentionally Deleted.**

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

**Section 2.10 Default.** In the event the purchase and sale is not consummated because of the inability, failure or refusal, for whatever reason whatsoever, by Seller to convey the Property in accordance with the terms and conditions provided herein, or because of other default by Seller, the Earnest Deposit paid in connection with this Agreement shall be returned by the Title Company to Buyer (less the Independent Consideration which shall be remitted to Seller), and Buyer shall have the right to (i) pursue damages not to exceed Fifty Thousand and No/100 Dollars (\$50,000) or (ii) bring an action for specific performance of this Agreement. In the event the purchase and sale is not consummated because of the default of Buyer, then the Title Company shall deliver the Earnest Deposit paid hereunder to Seller as its sole and exclusive remedy, and as full, complete, and final liquidated damages. Seller and Buyer hereby agree that it would be impossible to ascertain the damages accruing to Seller as a result of a default by Buyer under this Agreement. The payment of said liquidated damages, therefore, shall constitute Seller's sole and exclusive remedy against Buyer and shall be in lieu of the exercise by Seller of any other legal or equitable right or remedy which Seller may have against Buyer as a result of Buyer's default.

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

**Seller:**

Notice to the Seller shall be properly addressed to:

City of Roeland Park, Kansas  
Attn: City Administrator Keith Moody  
4600 W 51<sup>st</sup> Street, Suite #200  
Roeland Park, KS 66205

**Buyer:**

Notice to the Buyer shall be properly addressed to:  
GCP IV Roeland Park, LP  
10340 North 84<sup>th</sup> Street  
Omaha, NE 68122  
Attn: Zachary A. Wiegert and Kendra J. Ringenberg  
[zwiegert@goldenrodcompanies.com](mailto:zwiegert@goldenrodcompanies.com);  
[kringenberg@goldenrodcompanies.com](mailto:kringenberg@goldenrodcompanies.com)

*With a copy to:*

Sunflower Development  
1125 Grand Boulevard, Suite 202  
Kansas City, MO 64106  
Attn: Jason Swords  
[jswords@sunflowerkc.com](mailto:jswords@sunflowerkc.com)

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

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

**City of Roeland Park, Kansas**

By: \_\_\_\_\_  
Keith Moody

Date: \_\_\_\_\_

Title: City Administrator for Roeland Park, Kansas

**GCP IV Roeland Park, LP**

By: GCP IV Roeland Park GP, LLC,  
Its General Partner

By: Goldenrod Capital Advisors, LLC  
Its: Manager

By: \_\_\_\_\_  
Zachary A. Wiegert, Manager

**Exhibit A**

(Attach Sunflower Development Group Offer)



**Exhibit B**

(Insert Legal Descriptions for Lots 2, 3, and 4 of the Rocks Property here)

# SUNFLOWER

## Development Group

November 30, 2021

Via email: [jswords@sunflowerkc.com](mailto:jswords@sunflowerkc.com)

Jason Swords  
Sunflower Development Group

Re: The Real Property commonly known as "The Rocks"

Dear Keith:

On behalf of Sunflower Development Group, I'd like to present the following terms of a purchase contract.

PROPERTY: Lots 1-4, containing approximately 6.6 acres

PURCHASE PRICE: \$11.50 per square foot, cash at closing in the amount of \$3,306,204

EARNEST DEPOSIT: Within five (5) business days following execution of a purchase and sale contract ("Contract Execution"), Purchaser shall deposit the sum of one hundred thousand dollars (\$50,000.00) in an interest-bearing account with a mutually agreed upon title company ("Earnest Deposit"). The earnest Deposit shall become non-refundable after the expiration of the Due Diligence Period.

The Earnest Deposit shall apply towards the purchase price, at Closing.

DUE DILIGENCE PERIOD: Purchaser shall have a period of ninety (90) days from Contract Execution to perform all due diligence it deems necessary to determine the viability of the Property ("Due Diligence Period"). Seller agrees to provide purchaser and any third-party contractor engaged by purchaser (i.e., roofing contractor, etc.) reasonable access to the Property starting from the date of a fully executed Letter of Intent is in effect, and throughout the Inspection Period. All access will be coordinated with the Seller or Seller's broker.

DUE DILIGENCE EXTENSION(S): Purchaser shall have two (2) options to extend the Due Diligence Period by thirty (30) days each. Purchaser shall provide written notice of their intent to extend each option, along with an additional non-refundable deposit of \$50,000.00 per occurrence.

CLOSING: Closing shall take place on or before one hundred and eighty (180) days following expiration of the Due Diligence Period on Lots 2, 3 and 4. Buyer

shall have three hundred and sixty (60) days following expiration of the Due Diligence Period to close on Lot 1.

**INSPECTION MATERIALS:** Within five (5) business days following Contract Execution, Owner agrees to provide inspection materials to Purchaser, as requested and as available.

**TITLE INSURANCE:** Seller shall order an ALTA title insurance policy from a mutually approved title company within five (5) business days following Contract Execution.

**CLOSING COSTS:** At closing, Owner shall pay (i) the costs of releasing all liens, judgments, and other encumbrances that are to be released and of recording such releases, (ii) one-half of the fees and costs due Escrow Agent for its services, and (iii) the transfer tax associated with the sale of the Property, if any. At closing, Purchaser shall pay (a) one-half of the fees and costs due Escrow Agent for its services, (b) the incremental cost, if any, for extended coverage to the Owner's policy of title insurance, (c) the cost of all endorsements to such Owner's policy of title insurance requested by Purchaser, and (d) the cost of any lender's policy of title insurance.

**BROKERAGE:** None

**EXPIRATION:** This offer shall be valid until 5:00 PM central time on Friday, December 17, 2021.

Sincerely,



Jason Swords  
Principal, Sunflower Development Group, LLC

## **Exhibit "B"**

### Legal Description

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

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

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

(continued on next page)

This description prepared by:  
Kellan M. Gregory, KS PLS #1577  
Lamp Rynearson  
9001 State Line Road  
Kansas City, Missouri 64114  
Kansas CLS-350

(continued from previous page)

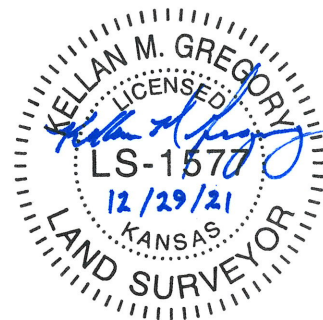
with the exit of the last described course, having an initial tangent bearing of South 33°58'14" East, a radius of 100.00 feet, a central angle of 21°00'05", and an arc distance of 36.65 feet; thence South 12°58'09" East a distance of 194.23 feet; thence around a curve to the left that is tangent with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

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

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

All lots subject to final ALTA/NSPS survey before the time of final sale.

This description prepared by:  
Kellan M. Gregory, KS PLS #1577  
Lamp Rynearson  
9001 State Line Road  
Kansas City, Missouri 64114  
Kansas CLS-350





PRELIMINARY  
DEVELOPMENT PLAN  
THE ROCKS  
CITY OF  
ROELAND PARK, KANSAS



SCALE: 1"=50'  
50 25 0 50

**OWNER:**

CITY OF ROELAND PARK, KANSAS  
4800 WEST 51ST STREET  
ROELAND PARK, KANSAS 66205  
ATTN: KEITH MOODY  
PHONE: (913) 722-2800  
EMAIL: kmoody@roelandpark.org

**NOTES:**

- LANDSCAPING PLANS TO BE PROVIDED IN ACCORDANCE WITH CHAPTER XVI ARTICLE 6 ROELAND PARK CODE OF ORDINANCES WHEN FINAL DEVELOPMENT PLANS ARE SUBMITTED FOR EACH INDIVIDUAL LOT.
- PHASING:  
PHASE 1 = LOT 3  
PHASE 2 = LOT 1, LOT 2 AND ROE BLVD. IMPROVEMENTS  
PHASE 3 = LOT 4 AND ROE PARKWAY AS NECESSARY.
- STORMWATER MANAGEMENT: THE DEVELOPER OF EACH LOT SHALL PROVIDE STORMWATER MANAGEMENT FACILITIES ON EACH INDIVIDUAL LOT UNLESS REGIONAL STORMWATER MANAGEMENT IS DESIRED BY LOT DEVELOPER AND APPROVED BY CITY.
- WATER SERVICE IS AVAILABLE ALONG ROE PARKWAY. ADDITIONAL IMPROVEMENTS FOR FIRE PROTECTION, INCLUDING FIRE HYDRANTS, TO BE DETERMINED AT FINAL DEVELOPMENT PLAN STAGE.

**FLOOD NOTE:**

THIS PROPERTY LIES WITHIN FLOOD ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF JOHNSON COUNTY, KANSAS AND INCORPORATED AREAS, MAP NO. 20091C0009G, PANEL NO. 9 OF 161 AND DATED AUGUST 3, 2009.

**SITE DATA**

|                                                                                                                                                                                                                        |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| SITE AREA: 7.259 ACRES<br>EXISTING ZONING: SINGLE FAMILY RESIDENTIAL DISTRICT                                                                                                                                          |  |
| PROPOSED ZONING: CP-2 PLANNED GENERAL BUSINESS DISTRICT                                                                                                                                                                |  |
| <b>PARKING DATA: LOT 1</b>                                                                                                                                                                                             |  |
| SITE AREA: 2.33 ACRES<br>PROPOSED USAGE: HOTEL<br>TOTAL BUILDING AREA: 12,875 SF<br>PARKING:<br>REQUIRED: 90 + EMPLOYEES/2<br>(1 SPACE FOR EACH TWO EMPLOYEES,<br>1 SPACE FOR EACH GUEST ROOM)<br>PROVIDED: 105 SPACES |  |
| <b>PARKING DATA: LOT 2</b>                                                                                                                                                                                             |  |
| SITE AREA: 1.47 ACRES<br>PROPOSED USAGE: RESTAURANT<br>TOTAL BUILDING AREA: 6,000 SF<br>PARKING:<br>REQUIRED: 1 SPACE FOR EACH THREE SEATS<br>PROVIDED: 60 SPACES (180 SEATS MAX)                                      |  |
| <b>PARKING DATA: LOT 3</b>                                                                                                                                                                                             |  |
| SITE AREA: 1.96 ACRES<br>PROPOSED USAGE: OUTDOOR ELEVATED OBSTACLE COURSE<br>TOTAL BUILDING AREA: 1,200 SF<br>PARKING:<br>REQUIRED: TBD<br>PROVIDED: 36 SPACES                                                         |  |
| <b>PARKING DATA: LOT 4</b>                                                                                                                                                                                             |  |
| SITE AREA: 0.84 ACRES<br>TOTAL BUILDING AREA: TBD<br>PARKING:<br>REQUIRED: 4/1,000 GSF MIN<br>PROVIDED: TBD<br>ALL STALLS ARE 9' WIDE UNLESS NOTED                                                                     |  |

|              |          |     |     |      |          |                      |     |    |      |
|--------------|----------|-----|-----|------|----------|----------------------|-----|----|------|
| 5            | 4        | 3   | 2   | 1    | 10/13/17 | REVISED LOT 2 LAYOUT | MDM | BY | APPD |
| DESIGNED BY: | MDM      | ELM | MDM | REV. | DATE     | REVISIONS            |     |    |      |
| DRAWN BY:    | MDM      | ELM | MDM | REV. | DATE     | REVISIONS            |     |    |      |
| CHECKED BY:  | MDM      | ELM | MDM | REV. | DATE     | REVISIONS            |     |    |      |
| ISSUE DATE:  | 04/10/17 |     |     |      |          |                      |     |    |      |

|              |          |     |     |      |          |                      |     |    |      |
|--------------|----------|-----|-----|------|----------|----------------------|-----|----|------|
| 5            | 4        | 3   | 2   | 1    | 10/13/17 | REVISED LOT 2 LAYOUT | MDM | BY | APPD |
| DESIGNED BY: | MDM      | ELM | MDM | REV. | DATE     | REVISIONS            |     |    |      |
| DRAWN BY:    | MDM      | ELM | MDM | REV. | DATE     | REVISIONS            |     |    |      |
| CHECKED BY:  | MDM      | ELM | MDM | REV. | DATE     | REVISIONS            |     |    |      |
| ISSUE DATE:  | 04/10/17 |     |     |      |          |                      |     |    |      |

SHAHER, KLINE & WARREN

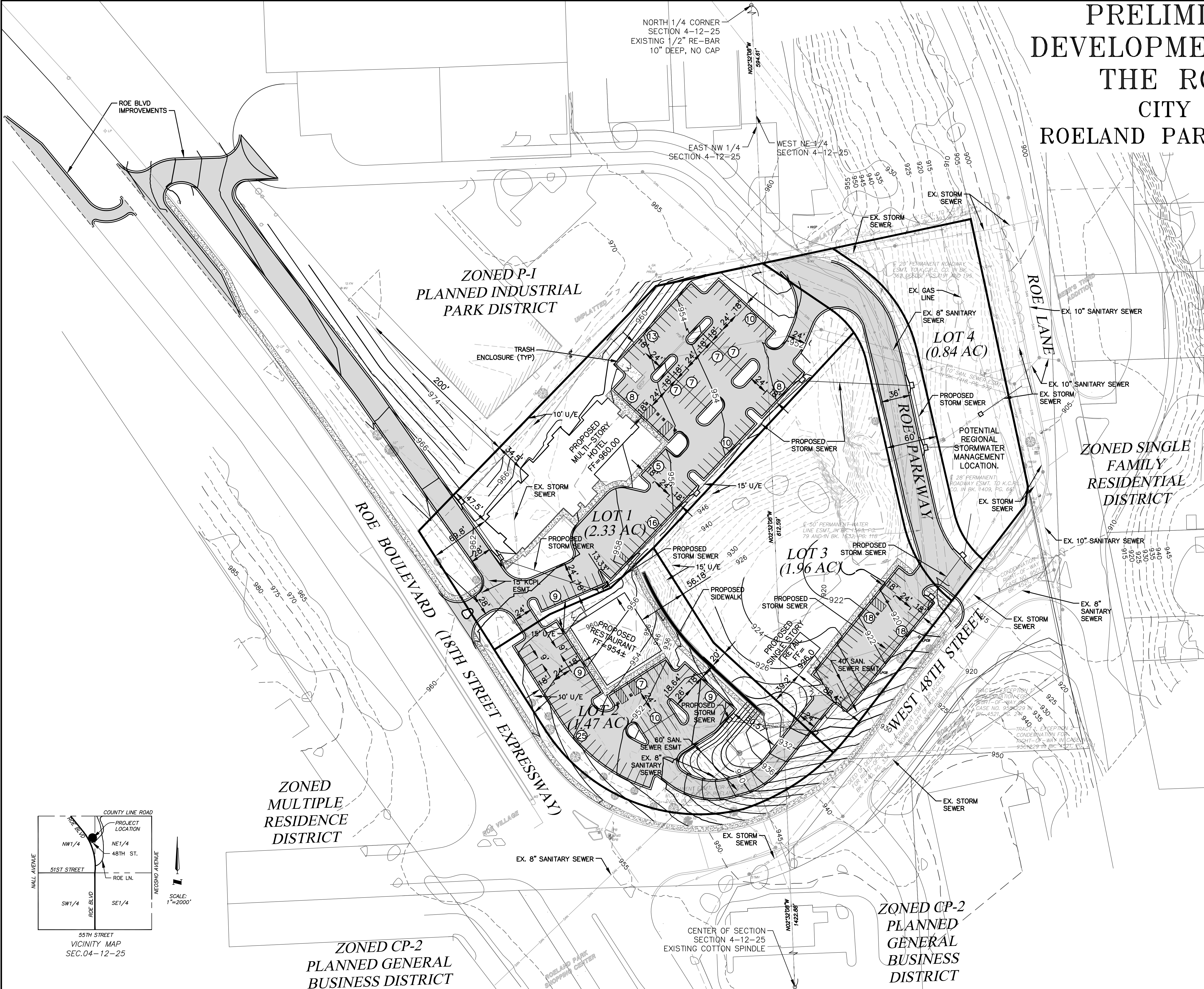
11250 Corporate Avenue  
Lenexa, KS 66219-1392  
913.888.7800 FAX: 913.888.7968

SURVEYING | ENGINEERING | CONSTRUCTION

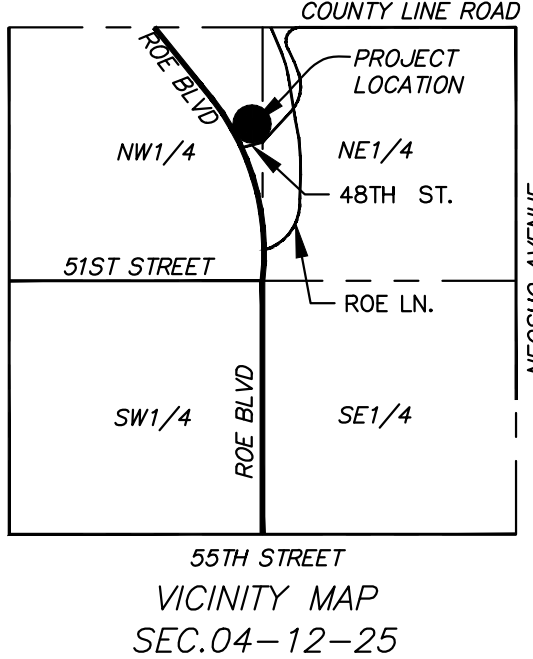
THE ROCKS  
ROELAND PARK, KANSAS

PRELIMINARY DEVELOPMENT PLANS  
PRELIMINARY DEVELOPMENT PLAN

130099-220  
SHEET NO.  
1 OF 2



|                                                      |                  |
|------------------------------------------------------|------------------|
| L:\130099-220\CAD\CIVIL\PDPA\130099-220_PDP_REV1.DWG | DATE: 10/13/2017 |
| LAYOUT: LAYOUT                                       | BY: EDMCQUEEN    |
| XREF DWG1: NONE                                      | XREF DWG2: NONE  |
| XREF DWG3: NONE                                      | XREF DWG4: NONE  |



SCALE: 1"=2000'

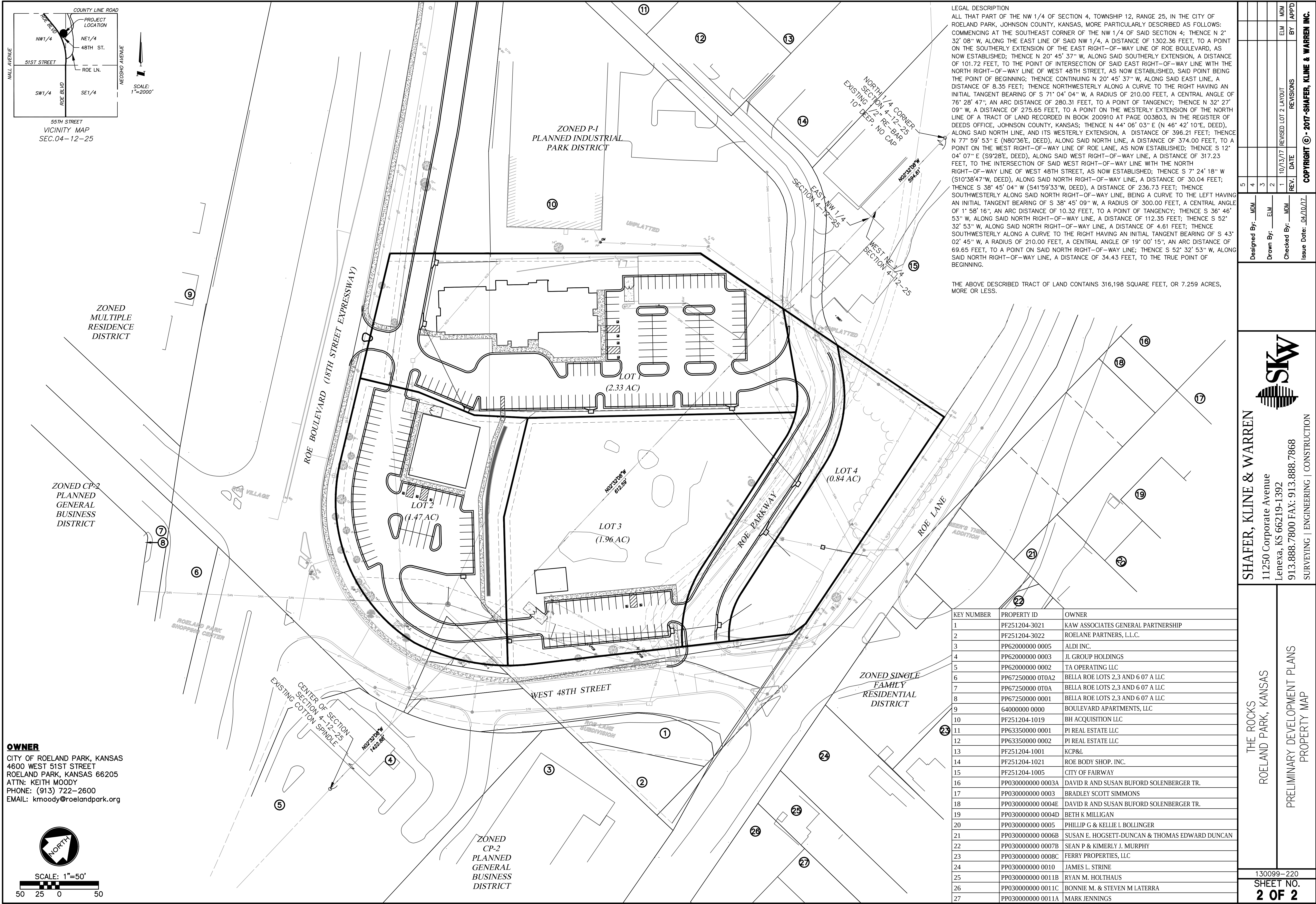
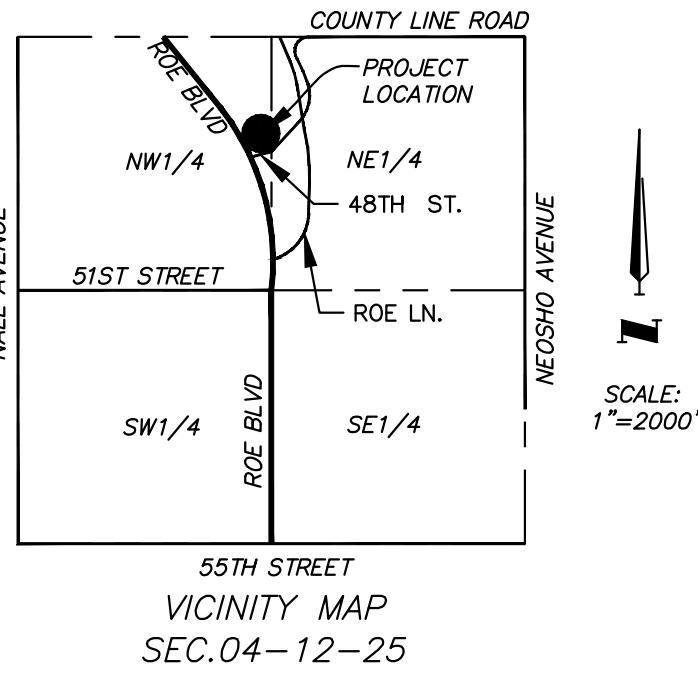


|                                                        |                  |
|--------------------------------------------------------|------------------|
| L:\130099-220\CADD\CIVIL\PDPA\130099-220 PDP REV 1.DWG |                  |
| LAYOUT: CONCEPT PLAN                                   | DATE: 10/13/2017 |
| XREF DWG1: NONE                                        | BY: EDMCQUEEN    |
| XREF DWG2: NONE                                        |                  |
| XREF DWG3: NONE                                        |                  |

**OWNER**  
CITY OF ROELAND PARK, KANSAS  
4600 WEST 51ST STREET  
ROELAND PARK, KANSAS 66205  
ATTN: KEITH MOODY  
PHONE: (913) 722-2600  
EMAIL: kmoody@roelandpark.org



SCALE: 1"=50'  
50 25 0 50



| KEY NUMBER | PROPERTY ID      | OWNER                                          |
|------------|------------------|------------------------------------------------|
| 1          | PF251204-3021    | KAW ASSOCIATES GENERAL PARTNERSHIP             |
| 2          | PF251204-3022    | ROELANE PARTNERS, L.L.C.                       |
| 3          | PP62000000 0005  | ALDI INC.                                      |
| 4          | PP62000000 0003  | JL GROUP HOLDINGS                              |
| 5          | PP62000000 0002  | TA OPERATING LLC                               |
| 6          | PP67250000 0T0A2 | BELLA ROE LOTS 2,3 AND 6 07 A LLC              |
| 7          | PP67250000 0T0A  | BELLA ROE LOTS 2,3 AND 6 07 A LLC              |
| 8          | PP67250000 0001  | BELLA ROE LOTS 2,3 AND 6 07 A LLC              |
| 9          | 64000000 0000    | BOULEVARD APARTMENTS, LLC                      |
| 10         | PF251204-1019    | BH ACQUISITION LLC                             |
| 11         | PP63350000 0001  | PI REAL ESTATE LLC                             |
| 12         | PP63350000 0002  | PI REAL ESTATE LLC                             |
| 13         | PF251204-1001    | KCP&L                                          |
| 14         | PF251204-1021    | ROE BODY SHOP, INC.                            |
| 15         | PF251204-1005    | CITY OF FAIRWAY                                |
| 16         | PP03000000 0003A | DAVID R AND SUSAN BUFORD SOLENBERGER TR.       |
| 17         | PP03000000 0003  | BRADLEY SCOTT SIMMONS                          |
| 18         | PP03000000 0004E | DAVID R AND SUSAN BUFORD SOLENBERGER TR.       |
| 19         | PP03000000 0004D | BETH K MILLIGAN                                |
| 20         | PP03000000 0005  | PHILLIP G & KELLIE I. BOLLINGER                |
| 21         | PP03000000 0006B | SUSAN E. HOGSETT-DUNCAN & THOMAS EDWARD DUNCAN |
| 22         | PP03000000 0007B | SEAN P & KIMBERLY J. MURPHY                    |
| 23         | PP03000000 0008C | FERRY PROPERTIES, LLC                          |
| 24         | PP03000000 0010  | JAMES L. STRINE                                |
| 25         | PP03000000 0011B | RYAN M. HOLTHAUS                               |
| 26         | PP03000000 0011C | BONNIE M. & STEVEN M LATERRA                   |
| 27         | PP03000000 0011A | MARK JENNINGS                                  |

LEGAL DESCRIPTION  
ALL THAT PART OF THE NW 1/4 OF SECTION 4, TOWNSHIP 12, RANGE 25, IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 4; THENCE N 2° 32' 08" W, ALONG THE EAST LINE OF SAID NW 1/4, A DISTANCE OF 1302.36 FEET, TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF ROE BOULEVARD, AS NOW ESTABLISHED; THENCE N 20° 45' 37" W, ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 101.72 FEET, TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE WITH THE NORTH RIGHT-OF-WAY LINE OF WEST 48TH STREET, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING N 20° 45' 37" W, ALONG SAID EAST LINE, A DISTANCE OF 8.35 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF S 71° 04' 04" W, A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 76° 28' 47"; AN ARC DISTANCE OF 280.31 FEET, TO A POINT OF TANGENCY; THENCE N 32° 27' 09" W, A DISTANCE OF 275.65 FEET, TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF A TRACT OF LAND RECORDED IN BOOK 200910 AT PAGE 003803, IN THE REGISTER OF DEEDS OFFICE, JOHNSON COUNTY, KANSAS; THENCE N 44° 06' 03" E (N 46° 42' 10"E, DEED), ALONG SAID NORTH LINE, AND ITS WESTERLY EXTENSION, A DISTANCE OF 396.21 FEET; THENCE N 77° 59' 53" E (N80°36'E, DEED), ALONG SAID NORTH LINE, A DISTANCE OF 374.00 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ROE LANE, AS NOW ESTABLISHED; THENCE S 12° 04' 07" E (S9°28'E, DEED), ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 317.23 FEET, TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE WITH THE NORTH RIGHT-OF-WAY LINE OF WEST 48TH STREET, AS NOW ESTABLISHED; THENCE S 7° 24' 18" W (S10°38'47"W, DEED), ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.04 FEET; THENCE S 38° 45' 04" W (S41°59'33"W, DEED), A DISTANCE OF 236.73 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE, BEING A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF S 38° 45' 09" W, A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 1° 58' 16"; AN ARC DISTANCE OF 10.32 FEET, TO A POINT OF TANGENCY; THENCE S 36° 46' 53" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 112.35 FEET; THENCE S 52° 32' 53" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 4.61 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF S 43° 02' 45" W, A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 19° 00' 15"; AN ARC DISTANCE OF 69.65 FEET, TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE S 52° 32' 53" W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 34.43 FEET, TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 316,198 SQUARE FEET, OR 7.259 ACRES, MORE OR LESS.

Designed By: MDM  
Drawn By: ELM  
Checked By: MDM  
Issue Date: 04/10/17

5  
4  
3  
2  
1

REV. DATE

REVISIONS

BY

APPD

MDM

ELM

MDM

04/10/17

SHAFER, KLINE & WARREN  
11250 Corporate Avenue  
Lenexa, KS 66219-1392  
913.888.7800 FAX: 913.888.7868  
SURVEYING | ENGINEERING | CONSTRUCTION

THE ROCKS  
ROELAND PARK, KANSAS

PRELIMINARY DEVELOPMENT PLANS  
PROPERTY MAP

130099-220  
SHEET NO.  
2 OF 2

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Item Number: New Business- VII.-C.  
Committee 1/3/2022  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 12/14/2021  
Submitted By: Keith Moody  
Committee/Department: Admin.  
Title: **Approve Task Order with SFS for Public Works Facility Assessment**  
Item Type: Other

**Recommendation:**

**Staff is seeking direction on approval of a task order with the City Architect (SFS) to complete a needs assessment for a Public Works facility.**

**Details:**

The 2022 objective related to this item is listed in the Additional Information section below. That objective contemplated a scope inclusive of a site analysis at the Rock's location. With the sale of all of the Rocks land area to Sunflower that aspect of the project has been modified, a land area and conceptual layout is included in the scope, however it is not specific to a particular property.

SFS will work with staff and the Public Works Committee to complete the needs assessment and site layout concept. Once complete the results will be presented to the Council for review.

**Financial Impact**

|                                                                     |                           |
|---------------------------------------------------------------------|---------------------------|
| Amount of Request:                                                  |                           |
| Budgeted Item?                                                      | Budgeted Amount: \$15,000 |
| Line Item Code/Description: Account 360.5209 Equipment Reserve Fund |                           |

**Additional Information**

**1. Conduct a Space needs, Cost and Site Assessment for a possible new Public Works Facility at the Rocks**

Justification:

Over 35 potential locations have been

investigated for a Public Works relocation. To date, none have proved feasible. In addition, after many attempts to interest developers in the Rocks, it has become apparent that the city needs to look at this property from a different perspective. The current PW building dates to 1980 and has multiple issues. Building a new facility to LEED standards will significantly reduce the city's carbon footprint. Installation of solar on a new structure will further support the goal of sustainability in city buildings. No land acquisition would be required, and a new facility could be built in a way to allow the current facility to continue operating during the construction phase.

A state-of-the-art public works facility would enhance the Roe Parkway corridor and potentially serve to spur future development. The Comprehensive Plan (p.30) addresses public facilities priorities most desired by our residents - sidewalks/trails and parks/recreation. Incorporating a new public green space as a part of the PW facility would help address these.

As research, it is suggested that tours be arranged to nearby recently constructed PW buildings, including Mission and Prairie Village, to gain a better understanding of these modern facilities. Another possibility may be to pursue a combination of PW facilities with the City of Westwood and/or the City of Fairway.

The space needs, cost and site feasibility for Roeland Park PW can be determined by City Architects, City Engineer and/or through an RFP process.

Cost Estimate: \$15,000 **Account 360.5209 Equipment Reserve Fund**

Completion Date: 5/31/2022

Responsible Party: City Engineer/Architect, PW Director, PW Committee

Submitted By: Jan Faidley

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

## ATTACHMENTS:

| Description                                                                                        | Type       |
|----------------------------------------------------------------------------------------------------|------------|
|  SFS Task Order | Cover Memo |



December 29, 2021

**Keith Moody**  
**City Administrator**  
City of Roeland Park  
4600 W 51st Street  
Roeland Park KS 66205

Re: **City of Roeland Park Kansas On-Call Architectural Services**  
**Public Works Space Needs Assessment**  
**Task Order No. 07**  
SFS Project No. 191022-07

Mr. Moody,

We appreciate the opportunity to work with the City of Roeland Park on this project. On behalf of the SFS Architecture team please find below the proposed scope of work and fees for the above referenced task order. If you have questions or comments regarding this information, please do not hesitate to call.

## **PROJECT UNDERSTANDING**

### ***Task Order Description***

The City of Roeland Park is considering relocating their Public Works Operations to a new facility. Several sites are being considered for this relocation. A Space Needs Assessment is desired to determine the current and future area needed for staff and operations of the facility. Parking and outdoor storage will also be a consideration. Sustainability will be an important aspect of the new facility.

## **SCOPE OF WORK**

### ***Space Needs Study***

Services for this task order will include the disciplines of Architecture and cost estimating for the following tasks:

- Kick-Off Meeting
  - Discuss project goals and objectives
  - Review project workplan, schedule and deliverables
  - Discuss questionnaire and space programming process
- Space Needs Programming
  - Distribute space needs programming and equipment inventory questionnaire
  - Collect program questionnaire information
  - Conduct program interviews with key staff/stakeholders (maximum 3 stakeholder meetings)
  - Prepare space needs program draft
- Team review of Program draft (via email)
  - Receive comments from staff via email
  - Revise program document to incorporate comments
- Concept Design
  - Prepare one site concept for fictitious site
  - Prepare building layout concept (bubble diagram)
  - Solicit feedback from key staff/stakeholders
  - Refine preferred concept
  - Prepare project and construction cost opinion





- Concept Review Meeting
  - Present/confirm preferred direction
  - Review cost information
- City Council presentation
  - Prepare presentation and attend one meeting

### ***Schedule***

It is anticipated that the timeframe to complete this study would be approximately 10-12 weeks.

### ***Assumptions***

The scope, schedule and fees are based on the following assumptions:

- A specific site will not be evaluated. Rather a fictitious site will be developed assuming 0-5% change in grade across site and assuming utilities are available within adjacent right-of-way and will be extended into site.
- Access is available to the existing building.
- The fee includes third party construction cost estimating.

### ***Exclusions***

The following items are specifically excluded from the Services noted above: Construction documents, Civil, Structural and Mechanical/Electrical/Plumbing Engineering services, Landscape Architecture, Topographic survey, Geotechnical investigations and recommendations, Platting, Traffic impact studies, Hazardous materials assessment, Community engagement.

## **COMPENSATION**

### ***Professional Fees***

SFS architecture proposes to provide the above services for a lump sum fee of Ten Thousand and Eight Hundred Dollars (\$10,800.00).

### ***Reimbursable Project Expenses***

Expenses incurred by SFS or the consultants for reproduction, postage, local travel, and deliveries will be billed as the architect's actual cost plus 10%.

### ***Invoicing***

Invoicing will occur monthly for services rendered and are due upon receipt.

Respectfully submitted,

Kerry K. Newman, AIA  
Sr. Principal

Kelly C. Stindt, AIA LEED BD+C  
Principal



### AUTHORIZATION TO PROCEED

*By signing below, it authorizes SFS Architecture to proceed with the work outlined above.*

\_\_\_\_\_  
Signature – Roeland Park representative

\_\_\_\_\_  
Printed Name / Title

\_\_\_\_\_  
Date

Item Number: New Business- VII.-D.  
Committee 1/3/2022  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 12/27/2021  
Submitted By: Mayor Mike Kelly  
Committee/Department: Aquatic Center Advisory Committee  
Title: **Appointments to the Aquatic Advisory Committee**  
Item Type: Other

**Recommendation:**

**To appoint Hollie Siegel, Jason Wiens, and Chris Burt to the Aquatic Center Advisory Committee.**

**Details:**

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

**ATTACHMENTS:**

| Description                                                                                       | Type       |
|---------------------------------------------------------------------------------------------------|------------|
|  Hollie Siegel | Cover Memo |

📁 Jason Wiens  
📁 Chris Burt

Cover Memo  
Cover Memo

## Online Form Submittal: Committee Volunteer Form

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

Thu 12/9/2021 7:13 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Erin Winn <EWinn@roelandpark.org>

### Committee Volunteer Form

|                                                              |                                                                                                       |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Date                                                         | 12/9/2021                                                                                             |
| First Name                                                   | Hollie                                                                                                |
| Last Name                                                    | A Siegel                                                                                              |
| Address                                                      | 4300 West 54th Terrace                                                                                |
| City                                                         | Roeland Park                                                                                          |
| State                                                        | KS                                                                                                    |
| Zip                                                          | 66205                                                                                                 |
| Email                                                        | 1                                                                                                     |
| Phone                                                        |                                                                                                       |
| Place of Employment                                          | HNTB                                                                                                  |
| How long have you been a resident of Roeland Park?           | 19 years                                                                                              |
| How much time do you have to devote per month?               | 5 to 10 hours                                                                                         |
| Board & Committee Interest                                   | I love the Roeland Park Aquatic Center and see opportunities to contribute to its growing popularity. |
| Select a Board or Committee                                  | Aquatic Advisory Committee                                                                            |
| Are you a high school student between the ages of 14 and 18? | No                                                                                                    |
| Additional Comments                                          | Field not completed.                                                                                  |
| Resume                                                       | <u><a href="#">Hollie Siegel Marketing Resume Non Bullets - Google Docs.pdf</a></u>                   |

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



## Online Form Submittal: Committee Volunteer Form

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

Mon 12/13/2021 10:44 AM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Erin Winn <EWinn@roelandpark.org>

### Committee Volunteer Form

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date                                                         | 12/13/2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| First Name                                                   | Jason                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Last Name                                                    | Wiens                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Address                                                      | 5306 W. 50th Terrace                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| City                                                         | Roeland Park                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| State                                                        | KS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Zip                                                          | 66205                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Email                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Phone                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Place of Employment                                          | Ewing Marion Kauffman Foundation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| How long have you been a resident of Roeland Park?           | 7 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| How much time do you have to devote per month?               | 2-3 hours                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Board & Committee Interest                                   | Aquatics Advisory Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                              | <p>I believe in public service done out of interest in promoting the common good. My family and I enjoy living in Roeland Park and I want to be able to support the community, even if in small ways. I am specifically interested in serving on the Aquatics Advisory Committee because of my personal interest in swimming and its benefits. I worked as a swim instructor in high school and college and swam competitively when I was younger. Public pools are a public good that should be carefully stewarded for the benefit and enjoyment of individuals and families.</p> |
| Select a Board or Committee                                  | Aquatic Advisory Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Are you a high school student between the ages of 14 and 18? | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Additional Comments                                          | Field not completed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## Online Form Submittal: Committee Volunteer Form

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

Wed 12/8/2021 7:30 PM

To: Nielsen, Kelley <knielsen@roelandpark.org>; RP Intern <intern@roelandpark.org>; Erin Winn <EWinn@roelandpark.org>

### Committee Volunteer Form

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date                                                         | 12/8/2021                                                                                                                                                                                                                                                                                                                                                                          |
| First Name                                                   | Chris                                                                                                                                                                                                                                                                                                                                                                              |
| Last Name                                                    | Burt                                                                                                                                                                                                                                                                                                                                                                               |
| Address                                                      | 5104 West 49th Street                                                                                                                                                                                                                                                                                                                                                              |
| City                                                         | Roeland Park                                                                                                                                                                                                                                                                                                                                                                       |
| State                                                        | KS                                                                                                                                                                                                                                                                                                                                                                                 |
| Zip                                                          | 66205                                                                                                                                                                                                                                                                                                                                                                              |
| Email                                                        |                                                                                                                                                                                                                                                                                                                                                                                    |
| Phone                                                        |                                                                                                                                                                                                                                                                                                                                                                                    |
| Place of Employment                                          | Special Olympics Kansas                                                                                                                                                                                                                                                                                                                                                            |
| How long have you been a resident of Roeland Park?           | 7-8 Years                                                                                                                                                                                                                                                                                                                                                                          |
| How much time do you have to devote per month?               | 3-5 hours                                                                                                                                                                                                                                                                                                                                                                          |
| Board & Committee Interest                                   | We intend to be long-term residents of Roeland Park and raise our family here. Because of that, I have an interest in the city/community. We're proud of our city and want to do our part to see it have a successful future. Specifically, the aquatic center which we use and live near. I believe my work experience and past community involvement can be useful in this role. |
| Select a Board or Committee                                  | Aquatic Advisory Committee                                                                                                                                                                                                                                                                                                                                                         |
| Are you a high school student between the ages of 14 and 18? | No                                                                                                                                                                                                                                                                                                                                                                                 |
| Additional Comments                                          | Field not completed.                                                                                                                                                                                                                                                                                                                                                               |
| Resume                                                       | <u><a href="#">Chris Burt Resume (1).doc</a></u>                                                                                                                                                                                                                                                                                                                                   |

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

Item Number: New Business- VII.-E.  
Committee 1/3/2022  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 12/27/2021  
Submitted By: Staff  
Committee/Department: Admin.  
Title: **Council President Election**  
Item Type: Other

**Recommendation:**

**Details:**

Attached city code regarding council president.

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  
Ordinance 989

Type  
Cover Memo

## **ORDINANCE NO. 989**

### **AN ORDINANCE AMENDING CHAPTER I, ARTICLE 2, SECTION 1-203 OF THE MUNICIPAL CODE OF THE CITY OF ROELAND PARK, KANSAS TO NOMINATE AND ELECT A PRESIDENT OF THE COUNCIL AT THE FIRST CITY COUNCIL MEETING IN JANUARY.**

**WHEREAS**, the Municipal Code for the City of Roeland Park, Kansas, Chapter I, Article 2, Section 1-203 calls for the City Council to nominate and elect a President of the Council during a City Council meeting in February each year; and,

**WHEREAS**, Roeland Park City Council members are now seated at the first City Council meeting in December; and,

**WHEREAS**, the Governing Body of the City of Roeland Park, Kansas desires to amend the Municipal Code for the City of Roeland Park, Kansas to allow for the nomination and election of a President of the Council during the first City Council meeting in January of each year.

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

**SECTION 1.** Existing Chapter I, Article 2, Section 1-203 of the Municipal Code for the City of Roeland Park, Kansas be amended to read as follows:

- (a) There shall be a President of the Council who shall serve a one year term and who shall be selected in accordance with the following procedure. At the first Council meeting in January of each year or the Council meeting following the resignation of the acting Council President, nominations shall be made and an election shall be held. Once the nominations are made, a brief five-minute speech will be allowed from each candidate. Upon election by a majority of the Councilmembers present, the President of the Council shall be elected for the next term. The Mayor does not have a tie breaking vote in the selection of the President of the Council. If a majority vote of Councilmembers present cannot be met, the following procedure shall be followed. If there are more than two nominations, the number of nominations shall be narrowed down to two and the process repeated. The top two vote getters shall move on. If there is a tie between the second or more vote getters, a coin flip shall decide who is in the top two. If there is a tie in the vote of the final two, a coin shall be flipped to determine the President of the Council. This process will be repeated annually each January.
- (b) The President of the Council shall have the following duties:
  - (1) Preside at meetings of the City Council in the absence of the Mayor while retaining all the privileges of a Councilmember;
  - (2) Preside at all Governing Body Workshops, given that Co-Chairs may present items specific to their assigned service area (i.e. Administration, Public Works, Public Safety or Finance);

- (3) Participate in meetings or events on behalf of the Mayor when the Mayor cannot attend due to a schedule conflict; and
- (4) Advise and consult with City staff when an urgent issue arises and the Mayor cannot be reached in a reasonable period of time after attempts to reach the Mayor have been made.

**SECTION 2.** This Ordinance shall take effect upon its publication in the official City newspaper.

**PASSED** by the City Council of the City of Roeland Park, Kansas this 6th day of January, 2019.

**APPROVED** by the Mayor this 6th of January, 2019.

CITY OF ROELAND PARK, KANSAS

---

Mike Kelly, Mayor

**ATTEST:**

---

Kelley Nielsen, City Clerk

**APPROVED AS TO FORM:**

---

Steven E. Mauer, City Attorney



**Item Number:** New Business- VII.-F.  
**Committee** 1/3/2022  
**Meeting Date:**



## **City of Roeland Park**

Action Item Summary

---

**Date:** 12/27/2021  
**Submitted By:** Staff  
**Committee/Department:** Admin.  
**Title:** **Appoint Committee Liaisons**  
**Item Type:** Other

### **Recommendation:**

#### **Proposed council liaison appointments.**

**Ad Hoc Historical Committee - Tom Madigan, Michael Rebne, Michael Poppa**  
**Arts Advisory Committee - Benjamin Dickens; Michael Poppa**  
**Community Engagement - Michael Rebne, Benjamin Dickens**  
**Community Foundation - Trisha Brauer**  
**Parks - Kate Raglow, Tom Madigan**  
**Sustainability - Jen Hill, Benjamin Dickens**  
**Aquatics - Trisha Brauer, Tom Madigan**  
**47th and Mission - Michael Poppa**  
**MARC - Bike & Pedestrian - Jan Faidley**  
**MARC - First Tier Suburbs - Jan Faidley**  
**Racial Equity - Kate Raglow, Jen Hill**

### **Details:**

#### **Current council liaison appointments.**

Arts Advisory Committee - Jen Hill, Benjamin Dickens alternate  
Community Engagement - Michael Rebne

Community Foundation - Tom Madigan

Parks - Claudia McCormack, Tom Madigan alternate

Sustainability - Jim Kelly  
Aquatics - Tom Madigan and Trisha Brauer  
47th and Mission - Jan Faidley  
MARC - Bike & Pedestrian - Jan Faidley  
MARC - First Tier Suburbs - Jan Faidley

### Financial Impact

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

### Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Reports of City Officials:- X.-A.  
Committee 1/3/2022  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 12/28/2021  
Submitted By: Chris Verbrugge  
Committee/Department: Administration  
Title: **COVID Report**  
Item Type: Report

**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       |
|----------------------------------------------------------------------------|------------|
| <input type="checkbox"/> COVID Report for the Second Half of December 2021 | Cover Memo |
| <input type="checkbox"/> Updated Glossary of Terminology 12.28.2021        | Cover Memo |

## Memo



**To:** Governing Body

**From:** Chris Verbrugge, City Management Intern

**CC:** Keith Moody, Donnie Scharff, John Morris, Kelley Nielsen,  
Erin Winn

**RE:** COVID-19 Update for the Period December 16 – December 31, 2021.

Below is a summary of activities that took place for the second half of December 2021 related to the COVID-19 Pandemic in Roeland Park and beyond.

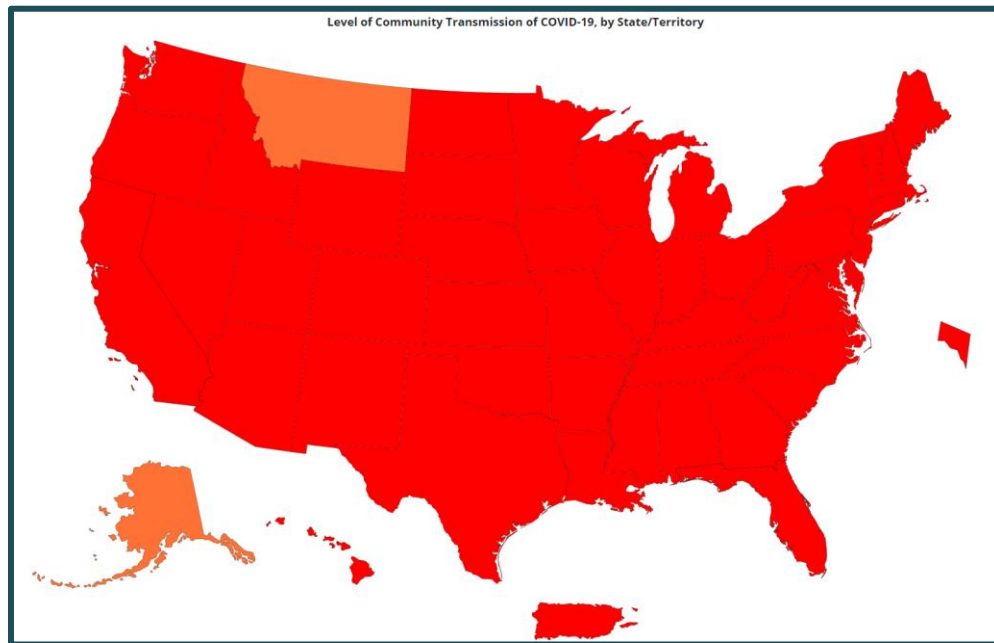
### General

- As of December 31, 2021, Roeland Park is still in Phase 3 of the reopening plan.
- As of December 31, 2021, the State of Kansas is in Phase 5 of the vaccine distribution plan. All Kansans, aged 5 and older, are eligible to receive a COVID-19 vaccine.
- Moderna [said](#) that its booster shot of the COVID-19 vaccine raised antibody levels against the Omicron variant 37-fold.
- Moderna's CEO [said](#) that its vaccine needs only "minor adjustments" to be most effective against the Omicron variant.
- The Omicron variant [accounted](#) for at least 73% of all COVID-19 cases in the United States as of December 20, 2021.
- The Centers for Disease Control and Prevention [accepted advice](#) from a panel of experts to recommend the use of the Moderna and Pfizer-BioNTech COVID-19 vaccine over the Johnson&Johnson vaccine following growing concerns about rare blood clots.
- Pfizer and BioNTech [have asked](#) the Food and Drug Administration (FDA) to approve their COVID-19 vaccine fully for people aged 12 and over.
- Douglas County [reported](#) Kansas' first confirmed case of the Omicron variant.
- The Kansas and Johnson County Departments of Health and Environment [confirmed](#) the first positive case of the Omicron variant within Johnson County.

- 
- The Johnson County Board of Public Health [will revisit](#) the public health order mandating masks in school buildings that are attended by those up to the sixth grade.
  - Johnson County Department of Health and Environment Director Dr. Sanmi Areola provided an updated to the Board of County Commissioners.
    - The latest public health report can be found [here](#).
  - The Kansas Emergency Rental Assistance (KERA) program [still has](#) \$18 million in funds available for Johnson County.
  - Johnson County Department of Health and Environment [offered](#) opportunities to receive the COVID-19 vaccine and booster.
  - The Food and Drug Administration [has authorized](#) the first COVID-19 antiviral pill in the U.S.
    - The pill will be marketed as Paxlovid.
  - Those taking Paxlovid [will need to work](#) with their doctors and verify that the COVID-19 antiviral pill will not have any negative implications with previously prescribed medications.
  - The AstraZeneca vaccine booster [works](#) against the Omicron variant according to an Oxford University lab study.
  - The U.S. Army [is expected to announce](#) a vaccine that protects against an array of variants of COVID-19.
  - Johnson County and KC area hospitals [are warning](#) they are running out of hospital beds amid a new spike in COVID-19 cases, per the Shawnee Mission Post.
  - The Shawnee Mission Post [notes](#) an increase in COVID-19 hospitalizations but that the cases are still Delta variant-driven.
  - The Shawnee Mission Post also [compiled a list](#) of places where at-home COVID-19 tests can be purchased.
  - The Shawnee Mission School District [will use](#) a new testing protocol starting in January 2022.
  - The CDC [has shortened](#) the recommended times that people should isolate when they have tested positive for COVID-19 from 10 days to five days if they do not have symptoms – and if they wear a mask around others for at least five more days.
  - Politico [authored a breakdown](#) of the CDC's efforts and lapses in creating a national COVID-19 tracking system.
  - There is a [lobbying push](#) for additional business aid from the federal government as the Omicron variant causes a surge in COVID-19 cases.
  - A new semester is beginning soon for Johnson County students in various school districts. The Shawnee Mission Post has a round-up of COVID-19 policies and protocols.



- The compiled information can be found [here](#).
- Johnson County remains in “high” transmissibility risk per the Johnson County COVID-19 Dashboard on December 28, 2021.
- The Centers for Disease Control and Prevention show Kansas and Missouri remain in an area of high COVID-19 transmission rates. The shown map is of the seven-day period of December 27, 2021.



○

|                                                   | Low | Moderate | Substantial | High   |
|---------------------------------------------------|-----|----------|-------------|--------|
| New cases per 100,000 in past 7 days              | <10 | 10-49.99 | 50-99.99    | ≥100   |
| Percentage of positive NAATs tests in past 7 days | <5% | 5-7.99%  | 8-9.99%     | ≥10.0% |

- If two indicators suggest different transmission levels, then the higher level is selected.

|                                                | Johnson County Dashboard | Johnson County per MARC | MARC Region | Notes                     |
|------------------------------------------------|--------------------------|-------------------------|-------------|---------------------------|
| Percent Positivity Rate                        | 11.5%†                   | -----                   | -----       | Data not reported by MARC |
| Daily Average Cases                            | 350ω                     | 258*                    | 890*        |                           |
| Daily New Cases                                | 404**                    | 351**                   | 910**       |                           |
| Daily Average Deaths                           | 1                        | 0*                      | 4*          |                           |
| Daily New Deaths                               | 2α                       | 0**                     | 4**         |                           |
| Percentage of Population with at least 1 Dose  | 72.4%℥                   | 88.20%***               | 69.90%***   |                           |
| Percentage of Population with Full Vaccination | 62.7%℥                   | 70.10%***               | 57.44%***   |                           |
| Additional Doses Administered                  | 118,426**                | -----                   | -----       | Data not reported by MARC |

\*Past 7-days average with a 10-day enforced lag to account for delays in reporting

\*\*Reporting for December 21, 2021.

\*\*\*Percentage based on total population, includes ineligible individuals.

† 7 Day on December 25, 2021.

ω 7 Day Average as of December 27, 2021.

℥ Percentage of eligible population (those aged 5 years and older).

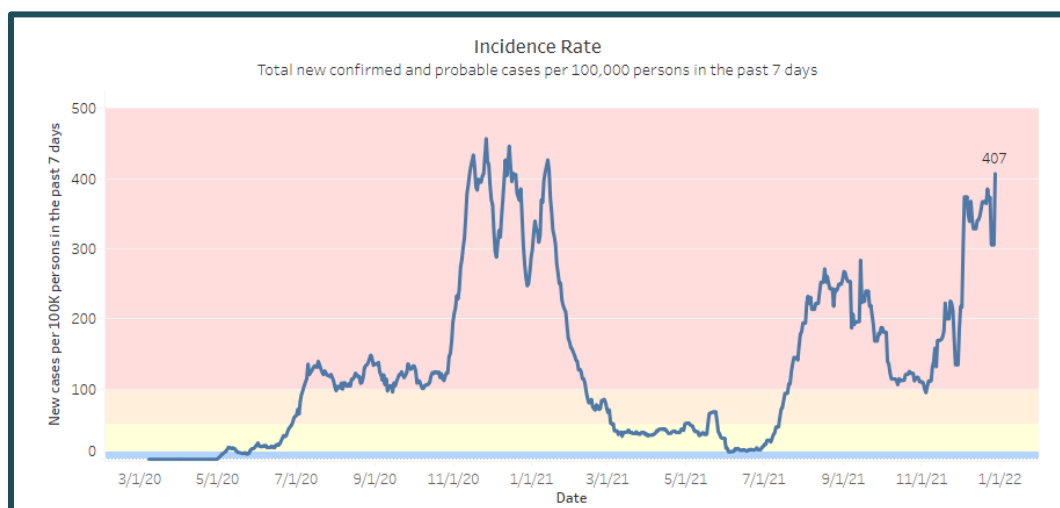
α As of December 24, 2021.

MARC warns that there will be additional data delays during the holiday season and numbers are subject to change.

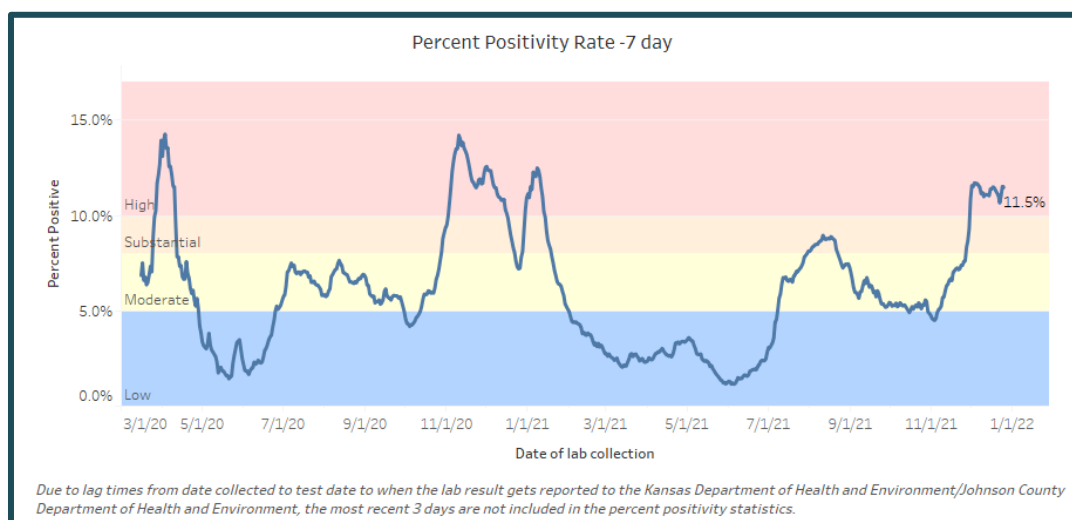
MARC [Dashboard](#)

JoCo [Dashboard](#)

- Incidence Rate (taken December 28, 2021 1PM)



- Percent Positivity Rate – 7 Day (taken December 28, 2021 1PM)



## Administration/Neighborhood Services

- The Administration Department will continue to provide the most up-to-date information regarding the money expended toward assistance programs.
  - Kansas Emergency Rental Assistance (KERA)

- 
- Roeland Park households have received \$165,556.18 of \$425,017.85 request as of November 22, 2021.
  - Johnson County households have received \$19,066,033.76 in KERA funds as of December 17, 2021.
  - Roeland Park Rent and Utility Assistance
    - \$0 of budgeted \$15,000 as of December 28, 2021.
  - Neighbors Helping Neighbors
    - \$4,150 of budgeted \$10,000 as of November 30, 2021.
  - Property Tax Rebate Program
    - \$11,480.06 of budgeted \$15,000 as of November 30, 2021.

## Public Works

- Staff is continuing to follow all safety guidelines. There are no other updates from the Department of Public Works.

## Police Department/Municipal Court

- There are no updates regarding the Police Department or Municipal Court.

## Community Center and Parks & Recreation

- There are no updates regarding the Community Center or the Department of Parks & Recreation.

## Glossary of Terms



**To:** Governing Body

**From:** Chris Verbrugge, City Management Intern

**CC:** Keith Moody, Donnie Scharff, John Morris, Kelley Nielsen,  
Erin Winn

**RE:** COVID-19 Terminology.

Throughout the course of this pandemic, many different organizations, people, and terminology have become part of our regular vocabulary. It can be difficult to keep track of all the new terms, keep up with new variants, or remember all the abbreviations for different organizations. Please find below a glossary of terms many have encountered.

### Legislation

- American Rescue Plan Act of 2021
  - Also known as the COVID-19 Stimulus Package, the American Rescue Plan, ARP Act, or ARPA, the legislation is a \$1.9 trillion economic stimulus bill.
  - Passed by the 117<sup>th</sup> Congress.
  - Signed by President Joe Biden.
  - Effective March 11, 2021.
- Budget Reconciliation
  - A special parliamentary procedure of the United States Congress set up to expedite the passage of certain budgetary legislation in the U.S. Senate.
  - The procedure overrides the filibuster rules in the U.S. Senate allowing bills to be passed with a simple 51-vote majority, or 50-50 vote with a tie breaking vote.
  - Once -arcane, budget reconciliation has been at the forefront on recent major legislation.
- Consolidated Appropriations Act of 2021



- 
- The act is a \$2.3 trillion spending bill that combines \$900 billion in stimulus relief for the COVID-19 pandemic in the United States with a \$1.4 trillion omnibus spending bill for the 2021 federal fiscal year (combining 12 separate annual appropriations bills).
  - Passed by both chambers of Congress on December 21, 2020, with large bipartisan support and was signed into law on December 27, 2020.
  - Coronavirus Aid, Relief, and Economic Security Act
    - Also known as the CARES Act, the legislation is a \$2.2 trillion economic stimulus bill.
    - Passed by the 116<sup>th</sup> Congress.
    - Signed by President Donald Trump.
    - Effective March 27, 2020.
  - Coronavirus Economic Relief for Transportation Services (CERTS) Act
    - Division N, Title IV, Subtitle B of the Consolidated Appropriations Act of 2021
    - Authorizes the Department of Treasury to provide grants to eligible motorcoach companies, school bus companies, passenger vessel companies, and pilotage companies that have experienced annual revenue losses of 25% or more as a result of COVID-19.
  - National Disaster Medical System
    - The National Disaster Medical System (NDMS) is a federally coordinated healthcare system and partnership of the U.S. Departments of Health and Human Services, Homeland Security, Defense, and Veterans Affairs.
    - The purpose of the NDMS is to support State, local, Tribal and Territorial authorities following disasters and emergencies by supplementing health and medical systems and response capabilities.
  - Omnibus Spending Bill
    - A type of bill in the United States that packages many of the smaller ordinary appropriations bills into one larger single bill that can be passed with only one vote in each house.
    - There are twelve different ordinary appropriations bills that need to be passed each year, one for each appropriations sub-committee. An omnibus bill combines at least two.
    - The twelve appropriations sub-committees are:
      - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies
      - Commerce, Justice, Science, and Related Agencies
      - Defense

- 
- Energy and Water Development
    - Financial Services and General Government
    - Homeland Security
    - Interior, Environment, and Related Agencies
    - Labor, Health and Human Services, Education, and Related Agencies
    - Legislative Branch
    - Military Construction, Veterans Affairs, and Related Agencies
    - State, Foreign Operations, and Related Programs
    - Transportation, Housing and Urban Development, and Related Agencies
  - Paycheck Protection Program
    - Also known as (PPP), the Program is a \$959 billion business loan program established in 2020 via the CARES Act.
    - It is implemented by the Small Business Administration.
  - Paycheck Protection Program and Health Care Enhancement Act
    - A \$484 billion law that increases funding to the Paycheck Protection Program and provided more funding for hospitals and testing for COVID-19.
    - Added as an amendment to the CARES Act.
  - Pandemic and All-Hazards Preparedness Act
    - A bi-partisan law signed by George W. Bush in 2006.
    - Also known as (PAHPA), it had broad implications for the U.S. Department of Health and Human Services' preparedness and response activities. Among other things, the act amended the Public Health Service Act to establish within the department a new Assistant Secretary for Preparedness and Response (ASPR); provided new authorities for a number of programs, including the advanced development and acquisitions of medical countermeasures; and called for the establishment of a quadrennial National Health Security Strategy.
  - Public Health Service Act
    - Signed by President Franklin D. Roosevelt in 1944, the act clearly established the federal government's quarantine authority for the first time.
    - The act gave the U.S. Public Health Service responsibility for preventing the introduction, transmission, and spread of communicable diseases from foreign countries into the United States.

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## Organizations

- Aditxt
  - A biotechnology company based in Richmond, Virginia.
  - Aditxt has partnered with the Johnson County Sheriff's Office to supply COVID-19 antibody tests called AditxtScore for COVID-19.
- Advisory Committee on Immunization Practices
  - The Advisory Committee on Immunization Practices (ACIP) is a committee within the CDC which provides recommendations on vaccines and other immunization practices.
- Biomedical Advanced Research and Development Authority (BARDA)
  - The Biomedical Advanced Research and Development Authority (BARDA) is a U.S. Department of Health and Human Services office responsible for the procurement and development of medical countermeasures, principally against bioterrorism, including chemical, biological, radiological, and nuclear (CBRN), as well as pandemic influenza and emerging diseases.
  - BARDA was established in 2006 through the Pandemic and All-Hazards Preparedness Act (PAHPA) and reports to the Office of the Assistant Secretary for Preparedness and Response (ASPR).
- BioNTech SE
  - Short for Biopharmaceutical New Technologies, BioNTech is a German biotechnology company that develops and manufactures active immunotherapies for patient-specific approaches to the treatment of diseases.
  - A partner developer of the Pfizer-BioNTech COVID-19 vaccine.
- Centers for Disease Control and Prevention
  - The Centers for Disease Control and Prevention (CDC) is the national public health agency of the United States.
  - It is a federal agency under the Department of Health and Human Services.
  - It is headquartered in Atlanta, Georgia.
  - Its director is Dr. Rochelle Walensky. The position is presidentially nominated. It did not require Senate confirmation.
- Centers for Medicare and Medicaid Services
  - The Centers for Medicare and Medicaid Services (CMS) is a federal agency within the U.S. Department of Health and Human Services.

- 
- It administers the Medicare program and works in partnership with state governments to administer Medicaid, the Children's Health Insurance Program (CHIP), and health insurance portability standards.
  - Other responsibilities include simplification standards from the Health Insurance Portability and Accountability Act (HIPAA).
  - It is headquartered in Maryland.
  - It is led by Administrator Chiquita Brooks-LaSure.
  - Department of Health and Human Services
    - The United States Department of Health and Human Services (HHS), sometimes called the Department of Health or Health Department, is a cabinet-level executive branch.
    - It was created to protect the health of all Americans and to provide essential human services.
    - It is headquartered in Washington, D.C.
    - It is led by a Cabinet Secretary, which is presidentially nominated and requires confirmation from the U.S. Senate.
    - It is currently led by Secretary Xavier Becerra.
  - Department of Labor
    - The United States of Labor (DOL) is a cabinet-level department of the executive branch at the federal level.
    - It is responsible for occupational safety and health, wage and hour standards, unemployment benefits, reemployment services, and sometimes economic statistics.
    - It is headquartered in Washington, D.C.
    - It is led by a Cabinet Secretary, which is presidentially nominated and requires confirmation from the U.S. Senate.
    - It is currently led by Secretary Marty Walsh.
  - Food and Drug Administration
    - The Food and Drug Administration (FDA) is federal agency part of the Department of Health and Human Services.
    - The FDA is responsible for protecting and promoting public health through the control and supervision of food safety, tobacco products, prescriptions and over-the-counter pharmaceutical drugs, vaccines, biopharmaceuticals, blood transfusions, medical devices, electromagnetic radiation emitting devices (ERED), and other products.
    - It is led by acting Commissioner Janet Woodcock.

- 
- Department of Transportation
    - The United States Department of Transportation is a cabinet-level department of the executive branch at the federal level.
    - The Department’s mission is “to develop and coordinate policies that will provide an efficient and economical national transportation system, with due regard for need, the environment, and the national defense”.
    - The Department is responsible for the Coronavirus Economic Relief for Transportation Services (CERTS) program.
    - It is led by Secretary Pete Buttigieg.
  - Department of the Treasury
    - The United States Department of the Treasury is a cabinet-level department of the executive branch at the federal level.
    - The Department, through agencies, manages the printing and coinage of currency, collects all federal taxes, manages U.S. government debt instruments, licenses and supervises banks and thrift institutions, and advises legislative and executive branches on matters of fiscal policy.
    - Oversees many aspects of coronavirus relief legislation and funding.
    - Currently led by Secretary Janet Yellen.
  - Johnson & Johnson
    - Johnson & Johnson (J&J) is an American multinational corporation founded in 1886 that develops medical devices, pharmaceuticals, and consumer packaged goods.
    - Developer of the Johnson & Johnson COVID-19 vaccine.
  - Johnson County Department of Health and Environment
    - The Johnson County Department of Health and Environment (JDHE) is the county-level agency responsible for public health, medical records, and sustainability in Johnson County.
    - It is led by Dr. Sanmi Areola who serves as Director.
  - Kansas Department of Health and Environment
    - The Kansas Department of Health and Environment (KDHE) is the state agency in Kansas responsible for Kansas’s public health system, medical records, and environmental sustainability.
    - It is headquartered in Topeka, Kansas.
    - It is led by Secretary Lee Norman.



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- Moderna, Inc
    - Moderna is a pharmaceutical and biotechnology company that focuses on RNA therapeutics, primarily mRNA vaccines.
    - The company's only commercial product is the Moderna COVID-19 vaccine.
  - National Institutes of Health
    - The National Institutes of Health (NIH) is the primary agency of the U.S. government responsible for biomedical and public health research.
    - The NIH comprises 27 separate institutes and centers of different biomedical disciplines.
    - The NIH is part of the US Department of Health and Human Services.
    - The majority of NIH facilities are located in Bethesda, Maryland, and other nearby Washington, D.C. suburbs. There are some primary facilities in North Carolina and smaller satellite facilities around the country.
    - It is led by Director Francis Collins who was appointed, received Senate confirmation, and took the oath of office in 2009.
  - National Institute of Allergy and Infectious Diseases
    - The National Institute of Allergy and Infectious Diseases (NIAID) is one of the 27 institutes and centers that make up the National Institutes of Health.
    - It is the main NIH institute that has been addressing the COVID-19 pandemic.
    - It is headquartered in North Bethesda, Maryland.
    - It is led by Director Anthony Fauci.
  - Occupational Safety and Health Administration
    - The Occupational Safety and Health Administration (OSHA) is a regulatory agency of the U.S. Department of Labor.
    - It is located within the Department of Labor headquarters.
    - It is led by the Assistant Secretary of Labor for Occupational Safety and Health.
    - It is led by Jim Frederick, serving in an Acting position.
  - Office of the Assistant Secretary for Preparedness and Response
    - The Office of the Assistant Secretary for Preparedness and Response (ASPR) within the U.S. Department of Health and Human Services that focuses on preparedness planning and response; building federal emergency medical operational capabilities; countermeasures research, advance development, and procurement; and grants to strengthen the capabilities of hospitals and health care systems in public health emergencies and medical disasters.

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- Pfizer Inc.
    - Pfizer is an American multinational pharmaceutical and biotechnology corporation founded in 1849.
    - Pfizer develops and produces medicines and vaccines for immunology, oncology, cardiology, endocrinology, and neurology.
    - A key developer of the Pfizer-BioNTech COVID-19 vaccine.
  - Small Business Administration
    - The U.S. Small Business Administration (SBA) is a federal government agency that provides support to entrepreneurs and small businesses.
    - It implements the Paycheck Protection Program.
    - It is headquartered in Washington, D.C.
    - It is led by an Administrator serving at the Cabinet level.
    - It is led by Isabel Guzman.
  - Strengthening People and Revitalizing Kansas
    - The Strengthening People and Revitalizing Kansas (SPARK) Taskforce is a bipartisan executive committee that oversees federal funds related to COVID-19.
    - Governor Kelly announced the first SPARK Taskforce to oversee distribution of funds from the CARES Act.
    - Governor Kelly announced the second SPARK Taskforce in June of 2021.
    - There are four advisory committees under the Executive Committee
      - Economic Revitalization
      - Health and Education
      - Connectivity
      - Efficiency and Modernization
    - SPARK Members:
      - Lieutenant Governor David Toland – Chair
      - Secretary of Administration DeAngela Burns-Wallace – Governor Kelly’s Public Sector Appointee
      - Jon Rolph, Governor Kelly’s Private Sector Appointee
      - Speaker of the House Ron Ryckman
      - Senate President Ty Masterson
      - Greg Orman – Speaker Ryckman’s Appointee
      - Bill Pickert – Senate President Masterson’s Appointee

- 
- United Nations
    - The United Nations (UN) is an intergovernmental organization aiming to maintain international peace and security, develop friendly relations among nations, achieve international cooperation, and be a center for harmonizing the actions of nations.
    - The UN is headquartered on international territory in New York City and has other main offices in Geneva, Nairobi, Vienna, and The Hague.
    - It is the parent organization of the World Health Organization. There are 15 specialized agencies of which the World Health Organization is one.
    - It is led by Secretary-General Antonio Guterres.
  - United States Public Health Service
    - The United States Public Health Service is a collection of agencies of the Department of Health and Human Services concerned with public health. It contains eight of the 11 operating divisions of the Department.
    - It is headquartered in Washington, D.C.
    - It is led by the Assistant Secretary for Health.
    - The serving Assistant Secretary for Health is Rachel Levine.
  - United States Public Health Service Commissioned Corps
    - The United States Public Health Service Commissioned Corps (PHSCC) is the federal uniformed service of the U.S. Public Health Service. It is one of the eight uniformed services of the U.S.
    - Along with its parent division, it is under the direction of the Department of Health and Human Services.
    - It is led by the Surgeon General who holds the rank of vice admiral. The Surgeon General reports directly to the Assistant Secretary for Health.
    - The current Surgeon General is Vivek Murthy.
  - United States SARS-CoV-2 Interagency Group
    - Also known as (SIG), the Group includes representatives from Centers for Disease Control and Prevention, the National Institutes of Health, the Food and Drug Administration, the Biomedical Advanced Research and Development Authority, the U.S. Department of Defense, the U.S. Department of Agriculture, and the U.S. Department of Health and Human Services.

- 
- This interagency group focuses on the rapid characterization of emerging variants and actively monitors their potential impact on critical SARS-CoV-2 countermeasures, including vaccines, therapeutics, and diagnostics.
  - World Health Organization
    - The World Health Organization (WHO) is the specialized agency of the United Nations responsible for international public health.
    - The WHO relies on contributions from member states (both assessed and voluntary) and private donations for funding. A majority of its \$7.2 billion 2020-2021 budget came from voluntary contributions from member states.
    - The World Health Assembly (WHA) is the legislative and supreme body of the WHO. It appoints the director-general every five years.
    - It is headquartered in Geneva, Switzerland, with six semi-autonomous regional offices and 150 field offices worldwide.
    - Director-General Dr. Tedros Adhanom Ghebreyesus was appointed on July 1, 2017.

## People

- Sanmi Areola
  - Director of the Johnson County Department of Health and Environment
- Xavier Becerra
  - United States Secretary of Health and Human Services
- Joseph Biden
  - President of the United States
- Chiquita Brooks-LaSure
  - Administrator of the Centers for Medicare and Medicaid Services
- DeAngela Burns-Wallace
  - Kansas Secretary of Administration
  - Serves on the SPARK Taskforce
- Pete Buttigieg
  - United States Secretary of Transportation
- Francis Collins
  - Director of the National Institutes of Health

- 
- Ethan Corson
    - Kansas Senator for the 7<sup>th</sup> Kansas Senate District
  - Sharice Davids
    - United States Representative for Kansas' 3<sup>rd</sup> congressional district
  - Gary Disbrow
    - Acting Director of the Biomedical Research and Development Authority
  - Anthony Fauci
    - Director of the National Institute of Allergy and Infectious Diseases and Chief Medical Advisor to the President
  - Jim Frederick
    - Acting Assistant Secretary of Labor for Occupational Safety and Health
  - Ximena Garcia
    - Senior Advisor for COVID-19 Vaccine Equity to Governor Kelly, and Acting State Health Officer Medicaid Medical Director following Secretary Norman's departure.
  - Tedros Adhanom Ghebreyesus
    - Director-General of the World Health Organization
  - Ashley Gross
    - Kansas Department of Health and Environment Deputy Secretary and Acting Secretary of KDHE until a permanent appointment is made following Secretary Norman's departure.
  - Antonio Guterres
    - Secretary-General of the United Nations
  - Isabel Guzman
    - Administration of the Small Business Administration
  - Kamala Harris
    - Vice President of the United States
    - President of the United States Senate
  - Laura Kelly
    - Governor of the State of Kansas
  - Patrick "Pat" Leahy
    - President Pro Tempore of the United States Senate
  - Rachel Levine
    - Assistant Secretary for Health
  - Elizabeth MacDonough

- 
- Parliamentarian of the United States Senate
  - Roger Marshall
    - United States Senator for Kansas
  - Ty Masterson
    - President of the Kansas Senate
    - Serves on the SPARK Taskforce
  - Kevin McCarthy
    - United States House Minority Leader
  - Addison “Mitch” McConnell
    - United States Senate Minority Leader
  - Gerald “Jerry” Moran
    - United States Senator for Kansas
  - Vivek Murthy
    - Surgeon General of the United States
  - Lee Norman
    - Kansas Secretary of Health and Environment
    - Departed November 2021
  - Dawn O’Connell
    - Assistant Secretary for Preparedness and Response
  - Greg Orman
    - Speaker Ryckman’s Appointee to the SPARK Taskforce
  - Nancy Pelosi
    - Speaker of the United States House of Representatives
  - Bill Pickert
    - Senate President Masterson’s Appointee to the SPARK Taskforce
  - John Rolph
    - Governor Kelly’s Private Sector Appointee to the SPARK Taskforce
  - Ron Ryckman
    - Kansas Speaker of the House
    - Serves on the SPARK Taskforce
  - Charles “Chuck” Schumer
    - United States Senate Majority Leader
  - Janet Stanek



- 
- Governor Kelly's nominee for Secretary of Health and Environment
  - David Toland
    - Lieutenant Governor of Kansas
    - Also serving as Kansas Secretary of Commerce
    - Serves on the SPARK Taskforce
  - Donald Trump
    - Former President of the United States.
  - Rochelle Walensky
    - Director of the Centers for Disease Control and Prevention
  - Marty Walsh
    - United States Secretary of Labor
  - Janet Woodcock
    - Acting Commissioner of the Food and Drug Administration
  - Rui Xu
    - Kansas House Representative for the 25<sup>th</sup> Kansas House District
  - Janey Yellen
    - United States Secretary of the Treasury

## Terminology

- Antigen
  - A toxin or other foreign substance which induces an immune response in the body, especially the production of antibodies.
- Bacterium
  - A member of a large group of unicellular microorganisms which have cell walls but lack organelles and an organized nucleus, including some that can cause disease.
  - Plural: bacteria
- Blockbuster Drug
  - A blockbuster drug is a drug that generates more than \$1 billion in revenue for a pharmaceutical company in a single year.
- Booster
  - A dose of the vaccine given many weeks after the initial 2 doses to boost immunity.

- Breakthrough Case
  - A verified case of COVID-19 in an individual who had previously been fully vaccinated.
- Coronavirus
  - Coronaviruses (CoV) are a large family of viruses that cause illness ranging from the common cold to more severe diseases including Severe Acute Respiratory Syndrome (SARS-CoV).
  - A novel coronavirus is a new strain that has not been previously identified in humans.
  - Coronaviruses are RNA viruses. They are characterized by club-like spikes that project from their surface and an unusually large RNA genome.
- COVID-19
  - An abbreviation for coronavirus disease 2019, COVID-19 is a new strain of coronavirus discovered in 2019.
  - Sometimes referred to as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- Emergency Use Authorization
  - In declared times of emergency, the FDA may allow emergency use authorization (EUA) of drugs and other products prior to full statutory approval.
- Emergency Temporary Standard
  - Sometimes noted as (ETS), these standards are rules set in place by OSHA for worker safety.
  - Joe Biden's vaccine mandate for large employers may come to rely on OSHA's ETS.
- Epidemic
  - A widespread occurrence of an infectious disease in a community at a particular time.
  - A sudden outbreak of a disease in a certain geographical area.
- Full Vaccination
  - A person will have reach full vaccination two weeks after receiving their second/final vaccine.
- Heterologous Vaccine
  - A vaccine that is different than the original vaccine dose.
  - Mix-and-match vaccine.
- Lineage
  - A group of closely related viruses with a common ancestor.
  - SARS-CoV-2 has many lineages; all cause COVID-19.
- Monoclonal

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- forming a clone that is derived asexually from a single individual or cell.
  - Mutation
    - Refers to a single change in a virus's genome (genetic code).
    - Mutations happen frequently, but only sometimes change the characteristics of the virus.
  - Pandemic
    - An outbreak of a disease that has spread across several countries or continents.
  - Presumptive Case
    - When a patient has tested positive by a public health laboratory, but the results are still pending confirmation at the CDC.
    - Or when a patient does not have a positive PCR test that confirms if they have COVID-19 but is showing symptoms and has had close contact with a confirmed case. The case may be recategorized following a positive PCR test [per [Oregon](#)].
  - Unlisted Variant
  - Variant
    - A variant is a viral genome (genetic code) that may contain one or more mutations.
    - In some cases, a group of variants with similar genetic changes, such as a lineage or group of lineages, may be designated by public health organizations as a Variant of Concern or Variant of Interest due to shared attributes and characteristics that may require public health action.
  - Variant of Concern
    - A category used when mutations in Receptor Binding Domain substantially increase binding affinity in RBD-hACE2 complex, while also being linked to rapid spread in human populations.
    - A variant in which there is evidence of an increase in transmissibility, more severe disease (e.g. increased hospitalizations or deaths), significant reduction neutralization by antibodies generated during previous infection or vaccination, reduced effectiveness of treatments or vaccines, or diagnostic detection failures.
    - Second level.
  - Variant of High Consequence
    - These variants have clear evidence that prevention measures or medical countermeasures have significantly reduced effectiveness relative to previously circulating variants.
    - Highest level.

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- There are currently no variants of high consequence.
  - Variant of Interest
    - A variant that shows specific genetic markers that have been associated with changes to receptor binding, reduced neutralization by antibodies generated against previous infection or vaccination, reduced efficacy of treatments, potential diagnostic impact, or predicted increase in transmissibility or disease severity.
    - Lowest level.
  - Virus
    - A virus is a submicroscopic infectious agent that replicates only inside the living cells of an organism.
    - Viruses infect all life forms, from animals and plants to microorganisms, including bacteria.

## Tests

- AditxtScore for COVID-19
  - A COVID-19 antibody test from biotechnology firm Aditxt.
  - Aditxt has partnered with the Johnson County Sheriff's Office.
- Antibody Tests:
  - These tests measure antibodies to coronavirus in the blood. If you have the antibodies, it means you've been exposed to the virus and your immune system has made antibodies against it.
  - Antibody tests are different from the tests doctors use to check for the virus itself.
- Antigen tests
  - These tests are commonly used in the diagnosis of respiratory pathogens, including influenza viruses and respiratory syncytial virus.
  - The FDA granted emergency use authorization (EUA) for antigen tests that can identify SARS-CoV-2.
- Immunoassay
  - A procedure for detecting or measuring specific proteins or other substances through their properties as antigens or antibodies.

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- Molecular Laboratory Test
    - A test that checks for certain genes, proteins, or other molecules in a sample of tissue.
    - They also check for certain changes in a gene or chromosome that may cause or affect the chance of developing a specific disease or disorder.
    - Includes Polymerase Chain Reaction Test
  - Nucleic Acid Amplification Test
    - So-called NAATs, it is a type of viral diagnostic test for SARS-CoV-2.
    - These tests detect a particular nucleic acid sequence and thus used to detect and identify a particular series or subspecies of an organism, often a virus or bacterium that acts as a pathogen in the blood, tissue, urine, etc.
  - Polymerase Chain Reaction Test
    - Also called a PCR test, it is a test to detect genetic material from a specific organism, such as a virus.
    - The test detects the presence of a virus if you have the virus at the time of the test.
  - Serology Test
    - These tests look for antibodies in the blood.

## Vaccines and Medicines

- Comirnaty
  - Pfizer's fully FDA-approved vaccine.
  - Pronounced like (koe-mir-na-tee).
- Johnson & Johnson Janssen
  - A single dose vaccine with emergency use authorization.
  - Full vaccination is reached two weeks after receiving the dose.
- Moderna-NIAID
  - This vaccine has emergency use authorization for use and has requested to be fully FDA-approved.
  - Full vaccination is reached two weeks after the second dose.
  - There is a 28 day wait period between the first and second dose.
- Molnupiravir

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- An antiviral pill by pharmaceutical company Merck that aims to prevent mild to moderate cases of covid-19 from becoming severe cases that result in hospitalization or death. People who have covid-19 take the drug twice a day for five days, starting within five days of the onset of symptoms.
    - This has not yet been approved for use.
  - Paxlovid
    - An experimental antiviral pill from Pfizer that has shown to reduce COVID-19 hospitalizations in tests.
  - Pfizer-BioNTech
    - This vaccine has received full FDA approval for people aged 16 and older.
    - There is emergency use authorization for use for people aged 12-15.
    - There is emergency use authorization for a third dose in qualified individuals.
    - Full vaccination is reached two weeks after the second dose.
    - There is a 21 day wait period between the first and second dose.

## Variants

- Alpha
  - B.1.1.7, the Alpha variant was first identified in the UK and quickly spread to be the most prevalent variant in the US before the Delta variant.
  - The alpha variant "spreads much faster than other variants" and "may potentially cause more people to get sicker and to die," according to the CDC.
  - Vaccines currently being administered in the U.S. work against this variant, though some breakthrough cases have been reported. The vaccines do however continue to prove effective against severe illness, hospitalization and death, the CDC reports.
  - A variant of concern.
- Beta
  - B.1.315, the Beta variant was first identified in South Africa.
  - The beta variant "may spread faster than other variants" but current data has shown no sign the variant causes "more severe illness or death than other variants," according to the CDC.



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- Vaccines currently being administered in the U.S. work against this variant, though some breakthrough cases have been reported. The vaccines do however continue to prove effective against severe illness, hospitalization and death, the CDC reports.
  - But when it comes to treating cases of this variant, certain monoclonal antibody treatments are less effective.
  - A variant of concern.
  - Gamma
    - P.1, the Gamma variant was first identified in Japan and Brazil.
    - While this variant does appear to spread faster than others, current data has shown no sign the variant causes "more severe illness or death than other variants," according to the CDC.
    - Vaccines currently being administered in the U.S. work against this variant, though some breakthrough cases have been reported. The vaccines do however continue to prove effective against severe illness, hospitalization and death, the CDC reports.
    - But when it comes to treating cases of this variant, certain monoclonal antibody treatments are less effective.
    - A variant of concern.
  - Delta
    - B.1.617.2, the Delta variant was first identified in India and is now responsible for most COVID cases in the U.S.
    - The delta variant "spreads much faster than other variants" and "may cause more severe cases than other variants," according to the CDC.
    - Delta's speed and high transmissibility makes it able to "pick off the more vulnerable more efficiently than previous variants," Dr. Mike Ryan, executive director of the WHO's health emergencies program, said during a news conference on June 21.
    - The delta variant "poses a particular threat to our young people," White House coronavirus response coordinator Jeff Zients said at a press briefing.
    - A variant of concern.
  - Delta Plus
    - B.1.617.2.1 or AY.1, the Delta Plus variant has been detected in several countries, including the United States.
    - Further study is required, however, the Delta Plus variant appears to be more contagious than the Delta variant.

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- Eta
    - B.1.525, the Eta variant was first identified in the UK and Nigeria.
    - It is being monitored for its potential to reduce the effectiveness of some monoclonal antibody treatments.
    - A variant of interest.
  - Iota
    - B.1.526, the Iota variant was first identified in New York.
    - It is being watched for reduced susceptibility to the combination of bamlanivimab and etesevimab monoclonal antibody treatment.
    - Variant of interest
  - Kappa
    - B.1.617.1, the Kappa variant has potential reduction in neutralization by some EUA monoclonal antibody treatments.
  - Lambda
    - C.37, the Lambda variant has been detected in 29 countries and is spreading rapidly in South America.
    - This variant spreads more quickly than more mild variants of the coronavirus.
    - Listed as a variant of interest by the WHO but not listed by the CDC.
  - Mu
    - B.1.621, the Mu variant has been found in 46 countries, including the United States.
    - The Mu variant contains genetic mutations that indicate natural immunity, current vaccines, or monoclonal antibody treatments may not work as well against it as they do against the original ancestral virus.
    - Listed as a variant of interest by the WHO.
  - C.1.2
    - The C.1.2 variant is an unnamed variant detected in South Africa. It has yet to be called a variant of interest or concern by the WHO.
  - Omicron
    - B.1.1.529, the Omicron variant has been found in numerous countries starting in November of 2021.
    - On November 26, 2021, the World Health Organization [listed](#) the Omicron variant as a variant of concern.



Item Number:        Reports of City Officials:- X.-B.  
Committee            1/3/2022  
Meeting Date:



**City of Roeland Park**  
Action Item Summary

Date: 12/14/2021  
Submitted By: Erin Winn  
Committee/Department: Administration  
Title: **Report on COVID Mitigation Plan Implementation**  
Item Type: Discussion

**Recommendation:**

**To discuss progress on COVID-19 mitigation strategies.**

**Details:**

Attached is a document outlining the COVID-19 mitigation strategies adopted by Council, complete with key actions and metrics. Also attached is an expense tracking spreadsheet. Staff has currently spent \$1,645.51 of the \$10,000 allocated.

Since adoption of these mitigation strategies on 12-20, the following actions have been taken:

- 16 in by 20 in Masking Recommended and Masking Required signs designed and ordered
- \$500 worth of surgical, pediatric and KN95 masks ordered
- \$550 of at home test kits ordered
- Business information sheet designed
- Resident mask and test kit distribution process developed
- Business outreach events organized (January 7th)

Staff is currently sharing these strategies with other municipalities and working with both the JCDHE and Kansas Office of Recovery to explore opportunities for enhanced public COVID testing.

**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       |
|--------------------------|----------------------------------|------------|
| <input type="checkbox"/> | COVID mitigation strategy update | Cover Memo |
| <input type="checkbox"/> | COVID expense tracking           | Cover Memo |

# COVID-19 Mitigation Strategies

Roeland Park can lead effective, evidence-based efforts that can transcend polarizing politics and hopefully set a template for other communities and businesses to replicate. The mitigation strategies adopted by the City Council on December 20<sup>th</sup> are outlined below:

## Initiatives

### Resolution regarding indoor masking

- Masking is strongly recommended in all indoor public spaces in Roeland Park
- Masking is required in City-owned facilities (City Hall, the Community Center).

### Purchase and provision of masks

- The City will purchase masks and make them available at City Hall for residents and businesses.
- Each resident may take up to 25 masks per month and must provide proof of residency. Staff will log distribution.
- Each business may take up to ten boxes of masks per month. Staff will log distribution.

### Purchase and provision of at-home COVID-19 tests

- The City will purchase at-home COVID-19 tests and make them available at City Hall for residents.
- Each resident may take up to five tests per month and must provide proof of residency. Staff will log distribution.

### Creation of educational content

- Facebook posts twice a week sharing information from reputable sources like the CDC and the Johnson County Department of Health.

### Business education and signage

- Create a flyer for the PD to hand out to businesses explaining how the City can support them in mitigation efforts.
- Create 16 inch by 20 inch (poster size) Masking Recommended and Masking Required signs and 8 inch by 11 inch (standard paper size) Masking Recommended and Masking Required signs for businesses to use. The City will pay for printing but businesses will need to opt in to sign display.

### Business outreach

- RPPD will partner with elected officials to visit all businesses in Roeland Park to inform them of the new resolution and the mitigation assistance that the City provides.



## Enforcement

- If a business chooses to require masking, the Roeland Park Police Department is available to help enforce the requirement needed. A business can call the Police Department for assistance if a customer is refusing to comply.

## Investment

The City could spend up to \$10,000 of ARPA funding to purchase masks and tests. We would continue to monitor the utilization of the masks and tests and could allocate more money as needed. There is currently \$450,000 unencumbered in the ARPA fund, with an additional \$510,000 being allocated in 2022.

Staff will track all spending and utilization of resources and update Council regularly.

## Collaboration

These mitigation strategies are most effective when widely adopted. Staff would collaborate with neighboring jurisdictions to coordinate purchases and educational outreach. A collective Northeast Johnson County approach has the potential to reach thousands of people.

- Staff will share all educational resources and materials with area municipalities.
- Staff will connect with the NEJC Chamber around the business assistance options.

| <u>Date</u> | <u>Purchase</u>                         | <u>Amount</u>             |
|-------------|-----------------------------------------|---------------------------|
| 12/22/2021  | (6) 16 by 20 Masking Recommended signs  | \$ 111.22                 |
| 12/28/2021  | (5) 20 pack KN95 masks                  | \$ 164.15                 |
| 12/28/2021  | (5) 50 pack mask                        | \$ 134.95                 |
| 12/28/2021  | (2) 100 pack child surgical mask        | \$ 29.98                  |
| 12/28/2021  | (5) 200 pack surgical mask              | \$ 164.95                 |
| 12/28/2021  | (20) At Home test kits, 2 tests per kit | \$ 546.28                 |
| 12/28/2021  | (12) At Home test kits, 2 tests per kit | \$ 393.98                 |
| 12/29/2021  | (4) 16 by 20 Masking Required signs     | \$ 101.00                 |
|             |                                         | <b><u>\$ 1,646.51</u></b> |