

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park, City Hall 4600 W. 51st Street
March 21, 2022 6:00 PM

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

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Citizens Comments

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

II. Consent Agenda

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

A. Appropriations Ordinance #994

- B. Council Minutes March 7, 2022
- C. Renew Mowing Service Agreement for 2022 Season

III. Business From the Floor

A. Applications / Presentations

- 1. Approve Ukraine Sculpture - Joe Williams - 5 min

IV. Mayor's Report

V. Workshop and Committee Reports

VI. Reports of City Liaisons

- A. MARC – Bike & Pedestrian
- B. Planning Commission

VII. Unfinished Business

- A. Approve Amendment Extending Due Diligence Period for Sunflower Development - 5 min
- B. Direction Concerning Masking in City Owned Buildings and Testing of Unvaccinated Staff - 10 min

VIII. New Business

- A. Approve Land Purchase Agreement #1 - 2 min
- B. Approve Land Purchase Agreement #2 - 2 min
- C. Approve Art Treatment for Aldi Stair - 5 min
- D. Appoint Melissa Castillo to the Sustainability Committee and Reappoint Matt Heitmann to Community Engagement Committee – 2 min

IX. Ordinances and Resolutions:

X. Workshop Items:

XI. Reports of City Officials:

- A. COVID Report
- B. Distinguished Budget Presentation Award

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

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

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.
- B. **Public Comment Request to Speak Form.** The request form's purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item
1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.
 2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.
- C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.
- D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council

Members present, be subject to removal from that meeting.

- E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.
- F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law. No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.
- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

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

Item Number: Pledge of Allegiance- -A.
Committee 3/21/2022
Meeting Date:



City of Roeland Park

Action Item Summary

Date:

Submitted By:

Committee/Department:

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

Item Type:

Recommendation:

See instructions to log in below.

Details:

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

Kelley Nielsen is inviting you to a scheduled Zoom meeting.

Topic: City Council and Governing Body Workshop Meeting

Time: This is a recurring meeting Meet anytime

Join Zoom Meeting

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

Meeting ID: 977 6759 2270

Passcode: council

One tap mobile

+16699006833,,97767592270# US (San Jose)

+12532158782,,97767592270# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 977 6759 2270

Find your local number: <https://zoom.us/j/adPknyVL7e>

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

Item Number: Consent Agenda- II.-A.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriations Ordinance #994**
Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Appropriations Ordinance #994	Cover Memo

Appropriation Ordinance - 3/21/2022 - #994

4600 West Fifty-First Street

Roeland Park, Kansas 66205

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

Thursday, March 17, 2022

Appropriation Ordinance - 3/21/2022 - #994

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 March 21, 2022.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	154,937.80
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Appropriation Ordinance - 3/21/2022 - #994

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
Advance Auto Parts	102	5260.102	Vehicle Maintenance	5128206728216	03/16/22	116.57	73281	116.57
Airgas USA, LLC	106	5318.106	Tools	9986856555	03/16/22	21.03	73282	21.03
AT&T	101	5202.101	Telephone	3241 2/21/22	03/09/22	266.61	73252	266.61
Black & McDonald	101	5220.101	Street Light Repair & Maintenance	761279790	03/09/22	2,073.63	73253	3,356.96
Black & McDonald	101	5222.101	Traffic Signal Expense	761279790	03/09/22	1,283.33		
Bledsoe's Rental Inc.	270	5454.270	Sidewalk Improvements	171623	03/09/22	271.20	73254	271.20
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1069753	03/09/22	139.90	73255	212.80
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	1069796	03/09/22	72.90		
Trisha Brauer	108	5206.108	Travel Expense & Training	3/5/22 Apple	03/09/22	164.16	73256	164.16
C & C Group	101	5210.101	Maintenance & Repair Building	47014	03/09/22	440.00	73257	440.00
Central Salt	270	5303.270	Sand and Salt	PSI1950384	03/16/22	2,632.15	73283	2,632.15
Elizabeth Duarte-Rios	101	4795.101	Miscellaneous	2/14/22 Permit	03/16/22	25.00	73284	25.00
Evergy	106	5290.106	Street Light Electric	1275 3/2/22	03/09/22	1,646.66	73258	1,646.66
Foley Industries	106	5240.106	Equipment Rental	L2108401	03/16/22	1,028.50	73285	1,028.50
Galls, LLC	102	5308.102	Clothing & Uniforms	20428849	03/09/22	5.98	73259	1,486.29
Galls, LLC	102	5308.102	Clothing & Uniforms	20442195	03/09/22	43.00		
Galls, LLC	102	5308.102	Clothing & Uniforms	20452722	03/09/22	87.98		
Galls, LLC	102	5308.102	Clothing & Uniforms	20452723	03/09/22	43.99		
Galls, LLC	102	5308.102	Clothing & Uniforms	20452730	03/09/22	162.00		
Galls, LLC	102	5308.102	Clothing & Uniforms	20463495	03/09/22	43.99		
Galls, LLC	102	5308.102	Clothing & Uniforms	20498556	03/09/22	170.00		
Galls, LLC	102	5308.102	Clothing & Uniforms	20519214	03/09/22	120.98		
Galls, LLC	102	5308.102	Clothing & Uniforms	20519222	03/09/22	197.97		
Galls, LLC	102	5308.102	Clothing & Uniforms	20539587	03/09/22	384.94		
Galls, LLC	102	5308.102	Clothing & Uniforms	20539610	03/09/22	43.99		
Galls, LLC	102	5308.102	Clothing & Uniforms	20545976	03/09/22	181.47		
G&A Rental Properties	270	5460.270	CARS 2022 - 53rd Street	3/15/22 Ck Req	03/16/22	5,000.00	73286	5,000.00
Green For Life Environmental	115	5235.115	Disposal Fees	AS0000983884	03/16/22	315.00	73287	45,202.50
Green For Life Environmental	115	5272.115	Solid Waste Contract	AS0000979862	03/16/22	44,887.50		
Gilmore & Bell, P.C.	400	5214.400	Other Contracted Services	8047733	03/09/22	700.00	73260	700.00
GT Distributors - Austin	102	5308.102	Clothing & Uniforms	INV0890717	03/09/22	195.00	73261	195.00
Heartland Foundation Repair of K	101	4265.101	Business Occupational Licenses	3/2/22 OverPay	03/09/22	8.00	73262	8.00
Innerspace Storage Corporation	115	5211.115	Maintenace & Repair Equipment	20221462004	03/16/22	187.00	73288	187.00
Integrity Locating Services, LLC	290	5425.290	Other Capital Outlay	6335	03/16/22	687.50	73289	687.50
Johnson County Wastewater	101	5288.101	Waste Water	3/3/22 Multi	03/16/22	37.37	73290	178.22
Johnson County Wastewater	106	5288.106	Waste Water	3/3/22 Multi	03/16/22	121.70		
Johnson County Wastewater	220	5288.220	Waste Water	3/3/22 Multi	03/16/22	19.15		
Johnson County Government	101	5218.101	IT & Communication	194344	03/09/22	8,195.00	73263	8,195.00
Kansas Gas Service	220	5289.220	Natural Gas	2518 3/8/22	03/16/22	63.91	73291	63.91

Kansas One-Call System, Inc.	101	5220.101	Street Light Repair & Maintenance	2020445	03/09/22	70.80	73264	70.80
Lamp, Rynearson & Assoc., Inc.	101	5209.101	Professional Services	32200103000001	03/16/22	2,000.00	73292	30,936.06
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	32100109000003	03/16/22	1,764.45		
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	32100110000004	03/16/22	817.00		
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	322001020000001	03/16/22	3,760.00		
Lamp, Rynearson & Assoc., Inc.	270	5209.270	Professional Services	3220010010000002	03/16/22	5,514.50		
Lamp, Rynearson & Assoc., Inc.	290	5425.290	Other Capital Outlay	32000103000019	03/16/22	4,204.23		
Lamp, Rynearson & Assoc., Inc.	510	5428.510	Roe Parkway Extension & Maintena	32100104000008	03/16/22	420.20		
Lamp, Rynearson & Assoc., Inc.	270	5430.270	Residential Street Reconstruction	320001040000021	03/16/22	863.50		
Lamp, Rynearson & Assoc., Inc.	270	5454.270	Sidewalk Improvements	32100108000006	03/16/22	382.50		
Lamp, Rynearson & Assoc., Inc.	270	5460.270	CARS 2022 - 53rd Street	32100106000005	03/16/22	1,914.00		
Lamp, Rynearson & Assoc., Inc.	270	5463.270	2023 CARS - Elledge b/t Roe Ln & 4	32100107000008	03/16/22	9,295.68		
The Legal Record	101	5204.101	Legal Printing	L95391	03/09/22	65.74	73265	138.85
The Legal Record	101	5204.101	Legal Printing	L95392	03/09/22	73.11		
The Legal Record	101	5204.101	Legal Printing	L95660	03/16/22	21.07	73293	21.07
MARC	101	5305.101	Dues, Subscriptions, & Books	DI0004494	03/16/22	1,869.00	73294	1,869.00
Venessa Maxwell-Lopez	103	5209.103	Professional Services	3/4/22	03/09/22	150.00	73266	150.00
Midwest Public Risk	107	5126.107	Health/Dental/Vision Insurance	3/1/22	03/09/22	31,744.00	73267	31,744.00
Northeast Johnson Cty. Chamber o	101	5253.101	Public Relations	41306	03/09/22	500.00	73268	500.00
Norris Equipment Co., LLC	106	5211.106	Maintenace & Repair Equipment	67998	03/09/22	34.10	73269	34.10
Pure Light Electric LLC	101	4265.101	Business Occupational Licenses	3/7/22 OverPay	03/09/22	30.00	73270	30.00
Ripple Glass, LLC	115	5272.115	Solid Waste Contract	3606	03/16/22	1,635.00	73295	1,635.00
Strasser True Value	106	5306.106	Materials	402060	03/09/22	52.22	73271	52.22
Sunbelt Rentals, Inc.	106	5263.106	Tree Maintenance	1226932410001	03/09/22	259.97	73272	259.97
Terminix Processing Center	106	5214.106	Other Contracted Services	417557363	03/09/22	72.00	73273	72.00
Town & Country Building Services	101	5214.101	Other Contracted Services	28795	03/16/22	745.00	73296	745.00
Union Brothers Tree Care	101	5273.101	Neighbors Helping Neighbors	3/8/22 Man Ck	03/08/22	300.00	32735	300.00
Unique Paving Materials Corp.	106	5421.106	Street Maintenance	63692	03/16/22	205.20	73297	205.20
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	493349	03/09/22	837.62	73274	874.52
USIC Locating Services, LLC	370	5457.370	CARS 2020 - Roe	493349	03/09/22	36.90		
Verizon Wireless	102	5202.102	Telephone	9900253610	03/09/22	321.98	73275	442.01
Verizon Wireless	104	5202.104	Telephone	9900253610	03/09/22	80.02		
Verizon Wireless	106	5202.106	Telephone	9900253611	03/09/22	40.01		
WaterOne	510	5244.510	General Contractor	90031839	03/16/22	9,403.68	73298	9,403.68
Windtrax, Inc	115	5302.115	Motor Fuels & Lubricants	844441	03/09/22	65.90	73276	65.90
Witt O'Brien's LLC	550	5209.550	Professional Services	507002332	03/09/22	292.50	73277	292.50
Wex Bank	106	5302.106	Motor Fuels & Lubricants	5226 3/7/22	03/07/22	844.01	EFT	844.01
Wex Bank	102	5302.102	Motor Fuels & Lubricants	6429 3/7/22	03/07/22	2,166.85	EFT	2,166.85
						<u>\$154,937.80</u>		

Item Number: Consent Agenda- II.-B.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date:

Submitted By:

Committee/Department:

Title:

Council Minutes March 7, 2022

Item Type:

Recommendation:

Details:

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description

Type

□ Council Minutes March 7, 2022

Cover Memo

CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, March 7, 2022, 6:00 P.M.

- Mike Kelly, Mayor
- Trisha Brauer, Council Member
- Benjamin Dickens, Council Member
- Jan Faidley, Council Member
- Jennifer Hill, Council Member

- Tom Madigan, Council Member
- Michael Poppa, Council Member
- Kate Raglow, Council Member
- Michael Rebne, Council Member

- Keith Moody, City Administrator
- Erin Winn, Asst. City Administrator
- Kelley Nielsen, City Clerk
- John Morris, Police Chief
- 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 with CMBRS Dickens, Raglow, and Rebne appearing virtually. Staff members present were City Administrator Moody, City Attorney Felzien, Assistant City Administrator Winn, Public Works Director Scharff, Police Chief Morris, and City Clerk Nielsen.

Modification of Agenda

The COVID Report would be offered after Ordinance No. 1028.

II. Citizen Comments

There were no citizen comments.

III. Consent Agenda

- A. Appropriations Ordinance #993**
- B. Council Minutes February 21, 2022**
- C. Johnson County Mental Health Co-Responder Memorandum of Understanding for 2022 Services**
- D. Task Order with SFS for Community Center Phase 1 Improvements**

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

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

There was no Business from the Floor.

V. Mayor's Report

There was no Mayor's Report.

VI. Reports of City Liaisons

A. Community Engagement Committee

CMBR Dickens, Council liaison to the Community Engagement Committee, reported that there will be an in-person egg hunt set on April 10th to be held in R Park. The Easter Bunny will be on site and available for pictures. The committee has asked for volunteers from scout groups, the Governing Body, and City departments. They have also reached out to the Police Department or Fire Department and have asked for a siren start to the egg hunt.

They will also use this opportunity to share information about the upcoming Phase 3 improvements to R Park.

Anyone interested in volunteering can contact CMBR Dickens at: bdickens@roelandpark.org

VII. Unfinished Business

A. Approve Purchase of Admin Electric Vehicles - 2021 Objective

Mayor Kelly said this item is for the purchase of two fully electric Kia Souls at a cost not to exceed \$40,000, which is an increase over the previously approved amount of \$27,500. The requirements for the vehicles are detailed in the staff report.

Ms. Winn said the nature of used cars has changed which has resulted in the price increase.

Ms. Winn provided an update on nature of used cars. They are still looking for the vehicles to meet their criteria.

CMBR Madigan expressed concern about the 7-year warranty on the battery life, and also asked if they had considered a hybrid vehicle. Mayor Kelly said the batteries a ten-year/100,000 warranty. He also said that electric is a great option for them and helps with their sustainability goals, and he would prefer to keep the vehicles all electric.

CMBR Hill also expressed concern about the increased price and with this purchase at this point in time.

MOTION: CMBR MADIGAN MOVED AND CMBR BRAUER SECONDED TO AUTHORIZE THE PURCHASE AND INCREASE IN PRICE. (THE MOTION CARRIED 8-0.)

VIII. New Business

A. Approval of Historical Sign Proposal from Historical Committee

Chris Wolff, Committee Chair of the Historical Committee made a presentation on historical markers and signs to be placed around Roeland Park. To move forward with this goal, he said the committee will be holding off on the Santa Fe sign project.

Mr. Wolff said there are eight historical locations in the City where they would like to place markers. He also presented images of different styles of signs and said they would be printed double-sided. He then showed where those locations are tentatively to be placed, noting that Public Works would install them. For the signs, historic emblem, and installation, the cost is estimated to be \$19,220.

Mayor Kelly asked how the language was chosen for what was to be put on the sign. Mr. Wolff said the committee voted to have him write it.

Their second project would be interpretive signs from Panter Graphics, which are guaranteed to last and not fade for ten years. Mr. Wolff said they could extend that by not placing them in direct sunlight. He showed examples of the interpretative signs and said they had chosen Carpenter Park for its ease of parking, being ADA accessible, in addition to being well shaded for sun protection. The cost for the seven signs would be \$7,482.

CMBR Dickens said there is a lot of language on the plaques and asked if that was that typical. Mr. Wolff said it is standard, but he tried to keep it concise and used as few words as possible.

CMBR Raglow asked if the signs had been reviewed by the Racial Equity Committee and would like to see it go through them before moving forward.

CMBR Faidley said she would like to have some vetting of the park as there are some issues mentioned to her by a diverse group of citizens.

Mayor Kelly also asked about the emblem on the historical signs. Mr. Wolff said that was something the committee created. Mayor Kelly said the City went through their own branding process and they have tried to be intentional with its use on publications and signage. Mr. Wolff said the City's branding was considered but they wanted something that was timeless as the City's brand could change again in a few years.

CMBR Madigan said they had addressed the language through the Historical Committee and did not believe it needed to go to the Racial Equity Committee for review.

CMBR Raglow said regarding the Racial Equity Committee, they have reached out to groups and have had different conversations and they have almost had their hands slapped by saying they are not coming across as genuine in the language and the wording they were using. She said they are not looking to change history, but as a learning experience, she would like them to review the language to be certain they are not being insensitive to any group.

CMBR Rebne added that Mr. Wolff and the committee have worked hard on their research and did speak at length about the racial implications. He would support getting the Racial Equity Committee's additional perspective. He added that if the markers are going to last 50-70 years, they can take the time to make sure the language is what they want it to be before they make the purchase.

CMBR Madigan said the Historical Committee has worked very hard, and if they referred it to the Racial Equity Committee, he would like their review to be ASAP so if there is a problem, then the Historical Committee can work on it.

CMBR Poppa said he is now the Council liaison to the Historical Committee and agreed with the amount of work Mr. Wolff and the committee have done when he was on the original Council to approve this back in 2019.

Ms. Winn said she will put this item on the March 29th agenda for the Racial Equity Committee.

CMBR Faidley said she had trouble reading the language in Google docs. Mr. Wolff said the written proposal has the actual language and acknowledged the words in the photos were fuzzy but were for demonstrative purposes.

MOTION: CMBR MADIGAN MOVED AND CMBR DICKENS SECONDED TO PURCHASE THE HISTORICAL MARKER SIGNS. (THE MOTION FAILED 2-6 WITH CMBS BRAUER, FAIDLEY, HILL, POPPA, RAGLOW AND REBNE VOTING NO.)

MOTION: CMBR HILL MOVED AND CMBR FAIDLEY SECONDED TO FORWARD FOR REVIEW BY THE RACIAL EQUITY COMMITTEE THE HISTORICAL MARKER LANGUAGE PRIOR TO PURCHASE. (THE MOTION CARRIED 7-1 WITH CMBR MADIGAN VOTING NO.)

B. Appoint Kailee Noland to the Parks Committee

MOTION: CMBR BRAUER MOVED AND CMBR POPPA SECONDED TO APPROVE KAILEE NOLAND TO THE PARKS COMMITTEE. (THE MOTION CARRIED 8-0.)

C. Approve Annual Cooperative Agreement with Johnson County for Stormwater Best Management Practices Program

Public Works Director Scharff stated that there are no substantive changes to the agreement, and he is glad they have this county resource to help with their program. He also said they had nine applications last year.

CMBR Faidley said she would like to see the City do more to promote these resources. She also suggested an interview of someone who has used this program and provide it as video content for their social media.

CMBR Madigan said he would like to see this get into the *Roeland Parker*.

MOTION: CMBR MADIGAN MOVED AND CMBR DICKENS SECONDED TO APPROVE THE ANNUAL COOPERATIVE AGREEMENT WITH JOHNSON COUNTY FOR THE STORMWATER BEST MANAGEMENT PRACTICES PROGRAM. (THE MOTION CARRIED 8-0.)

IX. Ordinances and Resolutions:

A. Ordinance 1028 - Restricting Parking on 48th Street

The City's traffic engineer studied the area around Roesland Elementary and said the parking on both sides of the street is causing sight distance and pedestrian concerns. His recommendation is to implement no parking from 7:30 a.m. to 8:30 a.m. and 2:30 p.m. to 3:30 p.m. only on school days. They also worked with the residents who agree with the plan.

CMBR Faidley asked if the issue is from parents picking up. She also asked if they implement this schedule will the Police Department be available until people get used to the idea.

Public Works Director Scharff said he will coordinate with Police Chief Morris on the schedule and enforcement.

CMBR Madigan recommended adding the word “standing” to the language. City Attorney Felzien said they can amend the ordinance language.

MOTION: CMBR MADIGAN MOVED AND CMBR HILL SECONDED TO AMEND ORDINANCE NO. 1028 TO INCLUDE THE WORD “STANDING.” (THE MOTION CARRIED 8-0.)

MOTION: CMBR FAIDLEY MOVED AND CMBR HILL SECONDED TO APPROVE ORDINANCE 1028, AS AMENDED, RESTRICTING PARKING ALONG WEST 48th STREET. (THE MOTION CARRIED 8-0.)

(The meeting continued with the COVID-19 report.)

B. Ordinance 1029 - Extending the Indoor Masking Requirement

This item was not included in the discussion.

C. Ordinance 1030 - Amending the Indoor Masking Requirement

Ms. Winn stated the proposed language would be that one of the three counties, Johnson, Wyandotte in Kansas, and Jackson County in Missouri is rated high for COVID at the community level, the City’s mask mandate would be in place. The City Administrator would check weekly to determine the community level for those three counties to determine if the ordinance will be in effect. Notice would then go out to the City residents. The masking ordinance would be the same as currently exists with the same rules and exceptions.

City Attorney Felzien expressed concerns basing Roeland Park’s ordinance off of areas other than Johnson County. He realized they are all interconnected communities but said it might be a hard defense when they are not relying on data specific to Roeland Park, and recommended the language be in line with Johnson County only.

CMBR Dickens said he has a concern with a week-to-week review without input from the Governing Body and residents as it does not allow the opportunity to discuss any nuances.

CMBR Rebne said he liked the ordinance, and it is a consistent continuation of what they have been doing. He said they share the same hospitals, schools, shops, and everyday situations with those neighboring counties, and they need to consider everyone they interact with on a day-to-day basis.

CMBR Madigan said he too had concerns of a week-to-week decision made by the City Administrator without input from the Governing Body.

CMBR Raglow said this would create the yo-yo effect that CMBR Brauer had mentioned and would have a huge impact on the community and City staff. She would like to see the current ordinance remain in effect and for them to be proactive due to spring break coming up.

CMBR Brauer said she too is concerned with the weekly movement. She is not opposed to a mask requirement should there be a need, but possibly changing it weekly, it becomes diluted.

CMBR Poppa expressed his concerns with the weekly review. He asked if there would be a certain length of time they need to be in before the masks are triggered and when would they come down. He also added that they shouldn't be in this position and the leadership in the state house has failed them and they should be protected by now.

CMBR Hill said the weekly evaluation was not part of the original action item, but she would be open for a discussion on how that would look going forward.

Mr. Felzien said the CDC puts out a seven-day rolling average and it would be the highest frequency for the most up-to-date data. As soon as their report is written, Johnson County amends their status, and if it was high, then the Roeland Park ordinance would be in effect. It would remain up to City staff and the Police Department on how to notify the public as well as its enforcement. As the language is written, this would be an automatic process.

CMBR Hill said this ordinance was to remain in place but leave them some space if the numbers shoot up, they will not need a special call and could just say, high risk mask up.

CMBR Madigan said he visited QuikTrip in Roeland Park and noticed they had taken their signs down and were not wearing masks. He asked why that was and they told him the CDC said they do not need masks. Mr. Madigan added that they cannot do this week to week as it would drive their businesses crazy and it's unfair.

Mayor Kelly said he appreciated the idea and had extreme concerns on its legality and it also creating the yo-yo effect they are trying to prevent. He said that COVID fatigue is real though it is not reflective of the pulse of their community. He said they do have low transmission but also some of the highest vaccination rates in the county. He too agreed with CMBR Poppa in saying that the state of Kansas has failed them.

MOTION: CMBR HILL MOVED AND CMBR FAIDLEY SECONDED TO AMEND ORDINANCE NO. 1030 TO REMOVE JACKSON COUNTY, Missouri, AND WYANDOTTE COUNTY, Kansas FROM THE ORDINANCE LANGUAGE. (THE MOTION CARRIED 6-1 WITH CMBR REBNE VOTING NO.)

MOTION: CMBR HILL MOVED, CMBR RAGLOW TO APPROVE ORDINANCE NO. 1030, AMENDING THE INDOOR MASKING REQUIREMENTS BASED ON COMMUNITY LEVELS, AS FURTHER AMENDED. THE MOTION FAILED 4-5 WITH CMBRS MADIGAN, DICKENS, BRAUER, POPPA, AND MAYOR KELLY VOTING NO.

X. Reports of City Officials

A. COVID Report and Mitigation Update

Ms. Winn presented the new CDC mask guidelines based on the community level metrics. She said that currently Johnson County is at a low community level, Wyandotte County is high, and Jackson County, Missouri is a medium. A low community level means that masks are a personal preference.

(The meeting went back to discuss Ordinance 1030.)

B. City Administrator's Report

City Administrator Moody reported that some easements for Buena Vista and Johnson Drive are still outstanding, and the Governing Body will likely be seeing resolutions which is the first step in condemnations to complete the easements.

C. Assistant City Administrator's Report

Ms. Winn said the COVID testing site at Community Center will be closing Friday due to low turnout. There are still testing sites available in local areas.

Adjourn:

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

(Roeland Park City Council Meeting Adjourned at 7:20 p.m.)

Kelley Nielsen, City Clerk

Mike Kelly, Mayor

Item Number: Consent Agenda- II.-C.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/15/2022
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Renew Mowing Service Agreement for 2022 Season**
Item Type: Agreement

Recommendation:

Staff recommend renewing the mowing service agreement for the 2022 season with Jake's Lawn & Landscape at a cost not to exceed \$33,300

Details:

Attached is the 2020 mowing agreement with Jake's Lawn & Landscape. Per the contract, it states that the mowing agreement can be renewed for future mowing seasons if the contractor provides updated insurance certificates and that the contract price for mowing remains the same. In 2021, there were locations that were added and some mowing areas increased in size which resulted in an increase of \$206 per mowing.

Staff reached out to the mowing contractor about pricing for the 2022 mowing season and the contractor has agreed to hold the 2021 mowing rates for the 2022 season. The estimated total cost is \$33,200.

Staff plans to issue an RFP for mowing services prior to the 2023 mowing season.

Financial Impact

Amount of Request: \$33,200	
Budgeted Item?	Budgeted Amount: \$38,000
Line Item Code/Description: 5214.106 - Other Contracted Services	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	Mowing Agreement	Cover Memo

**CITY OF ROELAND PARK, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS
AGREEMENT BETWEEN CITY AND CONTRACTOR
BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING**

THIS AGREEMENT, made and entered into this 17 day of February, 2020, by and between the City of Roeland Park, Kansas, "Owner" and Jakes Lawn and Landscape LLC
Hereinafter "Contractor".

WHITNESSETH:

WHEREAS, the Owner has caused to be prepared in accordance with law, Instructions to Bidders, General Conditions, specifications, plans and other documents, all collectively declared the 'Contract Documents', for the work herein described and has approved and adopted these Contract Documents and has caused to be public the manner and for the time required by law, an advertisement inviting sealed bids for furnishing materials, labor and equipment for, and connection with, the project stated herein for: Traffic Island and Right of Way Maintenance.

WHEREAS, Contractor, in response to the advertisement inviting sealed Bids, has submitted to Owner a sealed Bid in accordance with the terms of the Contract; and

WHEREAS, the Owner has publicly opened, examined and reviewed the bids submitted, and as a result has determined and declared this Contractor the best bidder for the Traffic Island and Right of Way Maintenance and has awarded to the Contractor, a Contract upon the terms and conditions set forth in this Contract and for the sum or sums named in the Bid, attached hereto and made a part of this Contract.

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties agree, the Owner for itself, and its successors, and the Contractor for itself, or themselves, its, or their successors and assigns, or its, or executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at its own cost and expense all labor, tools, equipment, transportation and any accessories and materials required, to complete in good first-class and workmanlike manner the work as described and required by the Contract Documents as being included in, and covered by, the following items of the said Bid, to wit:

Contractor shall complete thorough mowing, string trimming and litter removal in all areas indicated in the Contract Documents.

All in accordance with the Contract Documents and other specified contract documents on file, all of which form the Contract and are as fully a part hereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the City of Roeland Park, the State of Kansas, and the United States of America. All terms used herein shall have the meaning ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the contract) of

_____, referred to as the Contract Price, for all work covered by and included in the contract and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the Contract Documents hereto attached.

ARTICLE III. The Contractor will commence work on a date to be specified in the Notice to Proceed, and will complete all work in a timely fashion and as set forth in the Contract Documents. Time is of the essence.

ARTICLE IV. Contractor specifically acknowledges and confirms that: [1] Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; [2] Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier[s] and its surety[ies]; and [3] Contractor's insurance carrier[s] and surety[ies] agree to be bound as specified in this Contract, in the Contract Documents, as set forth in the insurance policy[ies] and bonds pertaining to liability and surety coverage.

ARTICLE V. Owner and Contractor specifically agree that by executing this Contract, the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract; the duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

ARTICLE VI. This Contract, together with the other Contract Documents, constitutes the entire Contract between the parties and supersedes all prior contracts, whether oral or written, covering the same subject matter. This contract may not be modified or amended except as provided herein and the Contract Documents.

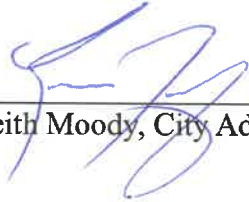
ARTICLE VII. This Contract is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

ARTICLE VIII. All local, state, and federal laws and requirements as described in the Contract Documents and General Conditions, which apply to this Contract, shall be incorporated herein by reference.

ARTICLE IX. Should any provision of this Contract or the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision[s] shall be null and void; provided, however, that the remaining provisions of this Contract and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

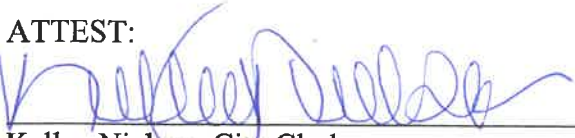
IN WITNESS WHEREOF, the City of Roeland Park, Johnson County, Kansas, Owner, has caused this Contract to be executed in its behalf, and Contractor, through Contractor's dully authorized officer or representative, has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF ROELAND PARK, OWNER

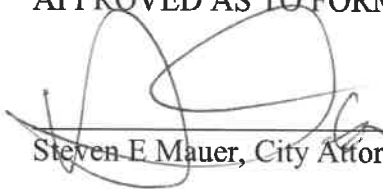

Keith Moody, City Administrator

[SEAL]

ATTEST:


Kelley Nielsen, City Clerk

APPROVED AS TO FORM:


Steven E. Mauer, City Attorney

CONTRACTOR

Takes Lawn + Landscape LLC
[Name of Contractor]

BY: 
Signature

Owner
Title (SEAL)

1210 South 8th Str
Address

Atchison KS 66002
City, State, Zip

913-426-0729
Phone No.

Facsimile No. (If available)

(If the Contract is not executed by the president of the corporation or general partner of the partnership, Contractor must provide documentation, which authorizes the signer to bind the corporation or partnership.)

BID TABULATION SHEET
BUILDING, PARK, & TRAFFIC ISLAND LAWN MOWING
2020

- #1 **Roeland Park City Hall**
Price per mowing and trimming \$ 25.⁰⁰
- #2 **Nall Park**
Price per mowing and trimming \$ 360.⁰⁰
- #3 **Roeland Park Community Center**
Price per mowing and trimming \$ 165.⁰⁰
- #4 **North Roe Blvd**
Right of Way Green Space
Price per mowing and trimming \$ 50.⁰⁰
- #5 **4800 Roe Parkway**
Right of Way Green Space
Price per mowing and trimming \$ 165.⁰⁰
- #6 **Right of Way Green Space**
Price per mowing and trimming \$ 40.⁰⁰
- #7 **Right of Way Green Space**
Price per mowing and trimming \$ 20.⁰⁰
- #8 **Roe Blvd Traffic Island Median**
Price per mowing and trimming \$ 30.⁰⁰
- #9 **R Park**
Price per mowing and trimming \$ 165.⁰⁰
- #10 **Cooper Creek Park**
Price per mowing and trimming \$ 80.⁰⁰
- #11 **Carpenter Park**
Price per mowing and trimming \$ 40.⁰⁰
- #12 **Juniper Park**
Price per mowing and trimming \$ 20.⁰⁰
- #13 **Granada Park**
Price per mowing and trimming \$ 20.⁰⁰
- #14 **Sweaney Park**

Price per mowing and trimming \$ 15.00

#15 Right of Way Greenspace

Price per mowing and trimming \$ 15.00

#16 Right of Way Greenspace

Price per mowing and trimming \$ 15.00

#17 Island A

Price per mowing and trimming \$ 10.00

#18 Island B

Price per mowing and trimming \$ 10.00

#19 Island C

Price per mowing and trimming \$ 10.00

#20 Island D

Price per mowing and trimming \$ 10.00

#21 Island E

Price per mowing and trimming \$ 10.00

#22 Island F

Price per mowing and trimming \$ 10.00

#23 Island G

Price per mowing and trimming \$ 10.00


#24 Island H

Price per mowing and trimming \$ 10.00

TOTAL BID \$ 1305.00

Cost Per Seasonal Lawn Application \$2500.00

Sake's Lawn & Landscape LLC
COMPANY

 Sake Coady
OWNER/AGENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

American Family Insurance - Business Insurance
PO Box 5316
Binghamton, NY 13902

CONTACT

NAME: American Family Insurance - Business Insurance

PHONE
(A/C, No, Ext): 866-908-0626FAX
(A/C, No):

E-MAIL

ADDRESS: service@amfambusinessinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Midvale Indemnity Company

27138

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

JAKES LAWN & LANDSCAPING LLC
1210 SOUTH 8TH STREET
ATCHISON KS 66002

COVERAGES

CERTIFICATE NUMBER: 1194260142919

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	N	N	GLP1023962	06/13/2019	06/13/2020	EACH OCCURRENCE
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$100,000
	MED EXP (Any one person)						\$5,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					\$1,000,000
OTHER:							GENERAL AGGREGATE
							\$2,000,000
							PRODUCTS - COM/OP AGG
							\$2,000,000
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)
<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
UMBRELLA LIAB							EACH OCCURRENCE
<input type="checkbox"/> OCCUR							AGGREGATE
EXCESS LIAB							
<input type="checkbox"/> CLAIMS-MADE							
DED							
RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?							OTH-ER
(Mandatory in NH)							E.L. EACH ACCIDENT
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
PROFESSIONAL LIABILITY							OCCURRENCE
							AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lawn Care Services

CERTIFICATE HOLDER

DEPT. OF PUBLIC WORKS CITY OF ROELAND PARK,
KANSAS 4600 W. 51ST ST. ROELAND PARK, KS 66205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Item Number: Applications/Presentations- A.-1.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/15/2022
Submitted By: Arts Committee
Committee/Department: Arts Committee
Title: **Approve Ukraine Sculpture - Joe Williams - 5 min**
Item Type: Other

Recommendation:

To approve Ukraine sculpture by Joe Williams. (example attached)

Details:

Joe Williams is a local artist and veteran who is working with a local art studio to create Ukrainian sculptures. He is looking for areas around the metropolitan area to display the sculptures to show solidarity with the Ukrainian people during the Russian invasion. The plan is to display the sculpture on Roe Blvd temporarily. Eventually, all metropolitan sculptures will be gathered together for a display.

The artist has secured donated aluminum to construct the sculpture. This would only leave the concrete pad and installation costs to be paid for by the City. The City allocates \$19,000 annually for public art purchase, installation and maintenance.

The attached picture gives an example of a sculpture and some potential placements on Roe Blvd.

Financial Impact

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

Additional Information

The artist has secured donated aluminum to construct the sculpture. This would only leave the concrete pad and installation to be paid for by the City. The City allocates \$19,000 annually for public art purchase, installation and maintenance.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Sculpture Joe Williams	Cover Memo

To: City of Roeland Park
From: Joseph Williams

Subj: Proposal for Ukraine War Sculpture

Over the past three weeks we have seen an unprecedented attack on the people of Ukraine and the democracy in which they represent and the freedom they are fighting for. Being a Marine and Iraq war veteran I have seen the horrific damages and the toll war takes on a country and its people. The Ukraine war is a turning point for the world. We are seeing this war in real time through news channels, social media, and other media outlets; because of this access we have seen a common image through the streets of Ukraine and one that I am very familiar with, the anti-vehicle barrier dubbed Hedgehog.

Hedgehogs have long been used in war and in more modern times such as WWII, we have seen these obstacles used for defensive purposes in order to stop or hinder mechanized war machines. Recently multiple media outlets have covered stories in regards to these simply made yet extremely effective metal barriers (<https://www.youtube.com/watch?v=GT33Mwi9DKk>) that are now littering the streets of Ukrainian Cities.

Being an artist and a veteran I feel like it's my duty to help bring awareness not only to the war, but the freedoms and democracy we often take for granted. The sculpture I am proposing is what I call a "KC Hedgehog". This sculpture will be dawned in the blue and yellow colors of Ukraine, and signifies not only our support of the Ukraine people, but also, the freedom and democracy they are fighting and dying to protect. Hedgehogs physically are meant to stop war machines; in the context of the KC hedgehog sculpture the three legs upon which it stands symbolizes **our support of the Ukrainian people in the face of genocide, the defense of a free and democratic state, and a stop to the Russian war machine.**

I respectfully request the help of the City of Roeland park to place this sculpture on city property. I am not looking for any financial assistance (unless others are to be made and placed in other locations) but I am specifically looking for space (6'x6' area) to place this sculpture. I also respectfully request assistance from the city public works to help place the sculpture in accordance to city standards on public art either with a concrete anchor or pad that the sculpture may stand upon (also lighting if requested).

In the end, my hope is that this war ends quickly. Once this war has ended my idea is to repurpose the sculpture into another work of art as a remnant of war and a symbol of peace. Thank you for your time and space, Semper Fi.

Very Respectfully,

Joseph C. Williams (U.S.M.C)

Reference Photos from Ukraine



These images are prototype in nature with the final piece being yellow on bottom and blue on top with no script.

Image Number 1: Roe Blvd facing south



Image 2: Facing south further down median



Item Number: Reports of City Liaisons- VI.-A.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/17/2022
Submitted By: Council Member Faidley
Committee/Department: MARC – Bike & Pedestrian
Title: **MARC – Bike & Pedestrian**
Item Type:

Recommendation:

Informational only. Councilmember Faidley to provide update.

Details:

MARC's Bicycle Pedestrian Advisory Committee (BPAC) met virtually on Wednesday, March 9, 2022 at 1:30 PM.

After a welcome and approval of minutes from the January 2022 meeting, a presentation was given on "Bicycle Boulevards" in Lawrence, KS. They recognized after the fact that naming them Bicycle Boulevards might not have been the best choice. The process undertaken helped define:

1. Importance of messaging/education/public engagement
2. Paint only projects allowing for public input

A presentation was given on the newly formed Climate & Environment Council created by MARC. Applications are being taken here for anyone interested:

<https://www.marc.org/Environment/Climate-Action/Climate-Environment-Council/Climate-Environment-Council-Application>

MARC is also looking for volunteers for a working group on VMT (vehicle miles travelled) and EV (electric vehicle) target setting: Email Chris: cupchurch@marc.org if you are interested.

Patrick Trouba announced an update to the Regional Bikeway Plan Network:

<https://www.marc.org/Transportation/Plans-Studies/Transportation-Plans-and-Studies/Special-studies-and-projects/Kansas-City-Regional-Bikeway-Plan>

A discussion of MARC's bike/ped counters which can be used by municipalities in the region. Consensus was that cities find these helpful. Currently, Roeland Park must use numbers gathered by our Traffic Engineer in person.

The Regional Trails and Bikeways Map was discussed next, especially its' online functionality. A version can be found here:

[https://marc-gis.maps.arcgis.com/home/webmap/viewer.html?](https://marc-gis.maps.arcgis.com/home/webmap/viewer.html?webmap=c0328d965cf44a10bfb710f3014619ac&extent=-94.837,38.9196,-94.33,39.1809)

[webmap=c0328d965cf44a10bfb710f3014619ac&extent=-94.837,38.9196,-94.33,39.1809](https://marc-gis.maps.arcgis.com/home/webmap/viewer.html?webmap=c0328d965cf44a10bfb710f3014619ac&extent=-94.837,38.9196,-94.33,39.1809)

During the Round Table, I updated the committee on RP's upcoming Elledge Street project and our commitment to dedicated bicycle lanes and safer crosswalks.

Next meeting will be May 11, 2022.

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
 MARC – Bike & Pedestrian Update	Cover Memo

MARC's Bicycle Pedestrian Advisory Committee (BPAC) met virtually on Wednesday, March 9, 2022 at 1:30 PM.

After a welcome and approval of minutes from the January 2022 meeting, a presentation was given on "Bicycle Boulevards" in Lawrence, KS. They recognized after the fact that naming them Bicycle Boulevards might not have been the best choice. The process undertaken helped define:

- 1) Importance of messaging/education/public engagement
- 2) Paint only projects allowing for public input

A presentation was given on the newly formed Climate & Environment Council created by MARC. Applications are being taken here for anyone interested:

<https://www.marc.org/Environment/Climate-Action/Climate-Environment-Council/Climate-Environment-Council-Application>

MARC is also looking for volunteers for a working group on VMT (vehicle miles travelled) and EV (electric vehicle) target setting: Email Chris: cupchurch@marc.org if you are interested.

Patrick Trouba announced an update to the Regional Bikeway Plan Network:

<https://www.marc.org/Transportation/Plans-Studies/Transportation-Plans-and-Studies/Special-studies-and-projects/Kansas-City-Regional-Bikeway-Plan>

A discussion of MARC's bike/ped counters which can be used by municipalities in the region. Consensus was that cities find these helpful. Currently, Roeland Park must use numbers gathered by our Traffic Engineer in person.

The Regional Trails and Bikeways Map was discussed next, especially its' online functionality. A version can be found here:

<https://marc-gis.maps.arcgis.com/home/webmap/viewer.html?webmap=c0328d965cf44a10bfb710f3014619ac&extent=-94.837,38.9196,-94.33,39.1809>

During the Round Table, I updated the committee on RP's upcoming Elledge Street project and our commitment to dedicated bicycle lanes and safer crosswalks.

Next meeting will be May 11, 2022.

Item Number: Reports of City Liaisons- VI.-B.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/17/2022
Submitted By: Erin Winn
Committee/Department: Planning Commission
Title: **Planning Commission**
Item Type: Other

Recommendation:

Informational only. Erin Winn 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: Unfinished Business- VII.-A.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/16/2022
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Approve Amendment Extending Due Diligence Period for Sunflower Development - 5 min**
Item Type: Agreement

Recommendation:

Stuff supports extending the initial due diligence period provided Sunflower Development by 30 days.

Details:

Attached is an amendment to the purchase agreement with Sunflower Development which extends their initial due diligence period by 30 days. Also attached is a letter of request from Sunflower Development.

The additional 30 days of due diligence poses no fiscal impact to the City. This is a large and complex project. Extending Sunflower an additional 30 days to refine plans and their proforma is reasonable.

Financial Impact

Amount of Request: N/A	
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
☐ Extend Due Diligence Period 30 Days- Lot 1	Cover Memo
☐ Extend Due Diligence Period 30 Days- Lot 2 3 4	Cover Memo
☐ Sunflower Request to Extend Due Diligence	Cover Memo

**FIRST AMENDMENT TO LAND PURCHASE AGREEMENT
(LOT 1)**

THIS FIRST AMENDMENT TO LAND PURCHASE AGREEMENT (this "Amendment") is made and entered into as of _____, 2022 (the "Effective Date"), by and between the City of Roeland Park, Kansas, a municipal corporation ("Seller"), and GCP IV Roeland Park, LP, a Nebraska limited partnership ("Purchaser").

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Land Purchase Agreement dated as of January 5, 2022 (the "Purchase Agreement"), with respect to that certain real property described as Lot 1 in the North Half of Section 4, Township 12 South, Range 12 East, City of Roeland Park, Kansas, as more particularly described in the Purchase Agreement (the "Property").

WHEREAS, Seller and Purchaser agree to extend the Due Diligence Period and to otherwise amend the Purchase Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser agree as follows:

1. Capitalized Terms. All capitalized terms as used herein shall have the same meaning set forth in the Purchase Agreement, except as otherwise specifically provided herein.

2. Extension of Due Diligence Period. The Due Diligence Period is hereby extended for an additional thirty (30) days from the original expiration date and shall expire on May 5, 2022. For clarification purposes, Purchaser shall still have the options to extend the Due Diligence Period for two additional times for an additional thirty (30) days each pursuant to the terms of the Purchase Agreement.

3. Extension of Title Objection Period. The Title Objection Period is hereby extended until the expiration of the Due Diligence Period.

4. Miscellaneous.

A. Except as specifically amended pursuant to the terms of this Amendment, the terms and conditions of the Purchase Agreement shall remain unmodified and in full force and effect. In the event of any inconsistencies between the terms of this Amendment and any terms of the Purchase Agreement, the terms of this Amendment shall govern and prevail.

B. This Amendment contains the entire agreement between the parties relating to the subject matters contained herein. Any prior representations or statements concerning the subject matters herein shall be of no force or effect. This Amendment shall be construed as a whole and in accordance with its fair meaning. Headings are for convenience only and shall not be used in construing meaning.

C. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused these present to be executed as of the Effective Date.

SELLER:

City of Roeland Park, Kansas, a Kansas municipal corporation


By: _____
Keith Moody, City Administrator

PURCHASER:

GCP IV Roeland Park LP, a Nebraska limited partnership

By: GCP IV Roeland Park GP, LLC, a Nebraska limited liability company, General Partner

By: Goldenrod Capital Advisors, LLC, a Nebraska limited liability company, Manager

By:  _____
Zachary A. Wiegert, Manager

**FIRST AMENDMENT TO LAND PURCHASE AGREEMENT
(LOTS 2-4)**

THIS FIRST AMENDMENT TO LAND PURCHASE AGREEMENT (this "Amendment") is made and entered into as of _____, 2022 (the "Effective Date"), by and between the City of Roeland Park, Kansas, a municipal corporation ("Seller"), and GCP IV Roeland Park, LP, a Nebraska limited partnership ("Purchaser").

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Land Purchase Agreement dated as of January 5, 2022 (the "Purchase Agreement"), with respect to that certain real property described as Lots, 2, 3 and 4 located in the North Half of Section 4, Township 12 South, Range 12 East, City of Roeland Park, Kansas, as more particularly described in the Purchase Agreement (the "Property").

WHEREAS, Seller and Purchaser agree to extend the Due Diligence Period and to otherwise amend the Purchase Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser agree as follows:

1. Capitalized Terms. All capitalized terms as used herein shall have the same meaning set forth in the Purchase Agreement, except as otherwise specifically provided herein.

2. Extension of Due Diligence Period. The Due Diligence Period is hereby extended for an additional thirty (30) days from the original expiration date and shall expire on May 5, 2022. For clarification purposes, Purchaser shall still have the options to extend the Due Diligence Period for two additional times for an additional thirty (30) days each pursuant to the terms of the Purchase Agreement.

3. Extension of Title Objection Period. The Title Objection Period is hereby extended until the expiration of the Due Diligence Period.

4. Miscellaneous.

A. Except as specifically amended pursuant to the terms of this Amendment, the terms and conditions of the Purchase Agreement shall remain unmodified and in full force and effect. In the event of any inconsistencies between the terms of this Amendment and any terms of the Purchase Agreement, the terms of this Amendment shall govern and prevail.

B. This Amendment contains the entire agreement between the parties relating to the subject matters contained herein. Any prior representations or statements concerning the subject matters herein shall be of no force or effect. This Amendment shall be construed as a whole and in accordance with its fair meaning. Headings are for convenience only and shall not be used in construing meaning.

C. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused these present to be executed as of the Effective Date.

SELLER:

City of Roeland Park, Kansas, a Kansas municipal corporation


By: _____
Keith Moody, City Administrator

PURCHASER:

GCP IV Roeland Park LP, a Nebraska limited partnership

By: GCP IV Roeland Park GP, LLC, a Nebraska limited liability company, General Partner

By: Goldenrod Capital Advisors, LLC, a Nebraska limited liability company, Manager

By:  _____
Zachary A. Wiegert, Manager



March 15, 2022

Mr. Keith Moody

City Manager, Roeland Park

Keith,

Per the conversations we've had, and emails that we have traded, we are requesting a thirty (30) day extension on the land purchase agreements entered into by the City of Roeland Park, Kansas and GCP IV Roeland Park on January 5th, 2022.

Over the past many months, our team has worked diligently to create a viable and dynamic mixed-use development on the site formerly known as "The Rocks". This includes investing time and money into activities such as design, construction estimating, financing discussions, underwriting, and much more. We have been working diligently with our design and construction partners in what has proven to be a very difficult construction market. We are currently exploring options to potentially minimize the effects of increased in construction costs, without diminishing the quality of the development.

Due to the options we are exploring, we have not yet been able to finalize our incentive request for the property. We would like to continue those discussions in good faith during our remaining due diligence, and the extension request.

Our team continues to evaluate every opportunity to mitigate the extreme rise of construction costs as well as challenges brought on by the topographic difficulties of the site at hand. We look forward to the City's continued cooperation, and to creating a landmark that all stakeholders can be proud of.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason Swords".

Jason Swords

Sunflower Development Group, LLC

A handwritten signature in blue ink, appearing to read "Zac Marquess".

Zac Marquess

Goldenrod Companies

Item Number: Unfinished Business- VII.-B.
Committee 3/21/2022
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 3/15/2022
Submitted By: Erin Winn
Committee/Department: Administration
Title: **Direction Concerning Masking in City Owned Buildings and Testing of Unvaccinated Staff - 10 min**
Item Type: Discussion

Recommendation:

To give staff direction on masking and testing requirements in City-owned buildings.

Details:

Currently, masking is required in all City-owned buildings when social distancing isn't possible. Additionally, staff are required to submit either proof of COVID-19 vaccination or weekly negative tests. Currently, at-home test results aren't accepted and the free COVID-19 test site in Roeland Park has been closed.

Johnson County is experiencing a low level of COVID-19 transmission according to the CDC. The mask and test requirements have been suspended by the County and other area municipalities. Staff is seeking direction on whether to uphold them in City-owned buildings and for City staff.

CDC Recommendations:

Masking

The CDC recommends personal choice for masking when a county is at a low COVID-19 community level, masking for high risk individuals when a county is at a medium COVID-19 community level, and universal masking when a county is at a high COVID-19 community level.

Testing

The CDC doesn't offer specific recommendations around workplace testing, however the universal recommendation is to test 5 days after known exposure to COVID-19 or test if experiencing any symptoms. Staff, under the guidance of JCDHE, has followed this protocol since March 2020.

Options:

1. Require masking in all City buildings and require weekly negative tests from unvaccinated employees
2. Strongly encourage masking in public buildings and require weekly negative test
3. Strongly encourage masking in City-owned buildings and suspend weekly testing requirements
4. Make masking a personal choice and suspend weekly testing requirements

Conclusion

The nature of the virus means that we are constantly responding to evolving conditions. Staff would propose that regardless of the direction tonight, we continue to monitor conditions and reinstate masking and negative test requirements if Johnson County moves to high COVID-19 community level. The City Administrator would check levels every week and communicate to staff accordingly.

Financial Impact


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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 Resolution 694	Cover Memo
 Ordinance 1025	Cover Memo

RESOLUTION NO. 694

A RESOLUTION ENCOURAGING INDOOR MASKING WITHIN ROELAND PARK, KANSAS

WHEREAS, COVID-19 is a respiratory disease that spreads easily from person to person and which can result in serious illness or death among some who are infected; and,

WHEREAS, on November 26, 2021 the World Health Organization (“WHO”) declared the new COVID variant, named Omicron, a variant of concern because it has a large number of mutations and preliminary evidence suggests an increased risk of reinfection and spread across the world, including to the United States; and,

WHEREAS, transmission rates, positive cases and hospitalizations are increasing to levels previously not seen in Johnson County; and,

WHEREAS, the WHO and the US Centers for Disease Control and Prevention have advised all individuals to take measures to reduce their risk of COVID-19, especially the Delta and Omicron variants, including proven public health measures such as wearing well-fitting masks, physical distancing, hand hygiene, and getting vaccinated.

THEREFORE, YOU ARE HEREBY PROVIDED NOTICE THAT:

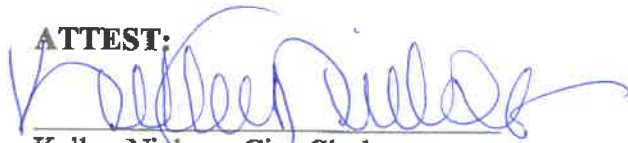
1. All individuals, regardless of vaccination status or past COVID-19 infection, should wear a mask at all times when indoors and in a public setting, including at groceries, offices, stores, and other common or shared spaces where individuals may interact such as restrooms, hallways, elevators and meeting rooms (“Public Space”).
2. All masks should cover the nose and the mouth and rest snugly above the nose, below the mouth and on the sides of the face. Higher quality masks, such as KN95s, can offer an additional layer of protection.
3. This resolution applies to all individuals in Roeland Park over the age of five years old who are able to medically tolerate wearing a mask. Masks shall be worn in all City owned buildings, including City Hall, Community Center, and Police Station.
4. This resolution does not apply:
 - a. In cases where an individual is actively eating or drinking while seated at a restaurant that offers food or beverage service;
 - b. In cases where athletes are engaged in an organized sports activity that allows athletes to maintain a 6-foot distance from others, or persons engaged in activities and athletics inside school buildings, who should follow KSHSAA and/or school guidelines;
 - c. To persons who are deaf or hard of hearing, where the ability to see the mouth is essential for communication.
5. For any Public Space that has posted signage requiring face masks and anyone who refuses to shall constitute a trespass against property pursuant to Section 6.7 of the Uniform Public

Offense Code, as adopted by the City of Roeland Park. Any owner, proprietor, lawful possessor, and chief administrator of any Public Space observing an individual not wearing a Face Covering should first request the individual wear a Face Covering or leave the premises immediately. If the individual refuses to wear a Face Covering and further refuses to leave the premises, the owner, proprietor, lawful possessor or chief administrator may contact the City of Roeland Park Police Department to report a person not wearing a Face Covering in their Public Space. The Roeland Park Police Department is hereby authorized to remove any individual, other than those listed in Subsection 4, that refuses to wear a Face Covering.

ADOPTED THIS 22 DAY OF DECEMBER, 2021.

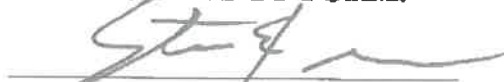
APPROVED by the Mayor.

ATTEST:


Kelley Nielsen, City Clerk


Mike Kelly, Mayor

APPROVED AS TO FORM:


Steven E. Mauer, City Attorney

ORDINANCE NO. 1025

AN ORDINANCE ESTABLISHING CHAPTER XI, ARTICLE 2, SECTION 11-207 TO REQUIRE THE WEARING OF MASKS OR OTHER FACE COVERINGS DURING THE COVID-19 PUBLIC HEALTH PANDEMIC AND RECOVERY

WHEREAS, the governing body of the City of Roeland Park, Kansas, prioritizes the protection of the health, safety, welfare and economic well-being of residents and visitors of the City of Roeland Park;

WHEREAS, COVID-19 is a disease caused by a novel coronavirus, previously unknown in humans, and is presently understood to cause, among other things, upper-respiratory tract illnesses that can range from mild to severe, spread quickly, and may cause death, particularly in older adults and persons with chronic medical conditions;

WHEREAS, according to the Centers for Disease Control and Prevention (“CDC”), Johnson County, Kansas is currently an area where there is a “high” level of community transmission of COVID-19;

WHEREAS, this worrying trend of increased COVID-19 spread is a danger to the health and safety of residents and visitors to the City of Roeland Park, and also presents a serious threat to reviving the City’s economy;

WHEREAS, research shows that COVID-19 and its variants are spread primarily through respiratory droplets exhaled when infected people breath, talk, cough, or sneeze;

WHEREAS, the CDC has issued certain recommendations related to the COVID-19 pandemic, such that in addition to recommending the wearing of masks for unvaccinated persons, the CDC now recommends that even fully-vaccinated people wear a mask in public indoor settings in areas of substantial or high transmission, such as in Johnson County, Kansas;

WHEREAS, Chief Medical Officers from the region’s hospital systems have advised that the regional healthcare system is currently in the throes of an unprecedented health care crisis that impacts the availability of and access to health care for all Roeland Park and regional residents, caused by the resurgence of COVID-19 patients and related hospital staff shortages; and

WHEREAS, for the aforementioned and other reasons, the governing body of the City of Roeland Park is acting pursuant to its constitutional home rule authority to provide for the health, safety, welfare and economic well-being of residents and visitors of the City of Roeland Park, by requiring that masks or other face coverings be worn as described in this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROELAND PARK, KANSAS:

Section 1. Section 11-207 of the Roeland Park Municipal Code is hereby established to read as follows:

“Sec. 11-207. – Wearing Masks in Public Places of Business During the COVID-19 Public Health Pandemic and Recovery.

A. Mask or other face covering; definitions and applicability.

(1) “Mask or other face covering” means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A mask or other face covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen, and may include a plastic face shield. Ideally, a mask or other face covering has two or more layers. A mask or other face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.

(2) “Public space” means any indoor space or area that is open to the public.

(a) Except as set forth in subsection (B)(2) below, the term “public space” does not include private residential property or private offices or workspaces that are not open to customers or public visitors.

(b) The term “public space” shall not include, and this Section 11-207 shall not apply to (i) churches, synagogues, mosques, or other places of religious worship, (ii) public or private schools, (iii) public buildings or facilities owned or operated by any unit of government or political subdivision other than the City of Roeland Park (“City”) itself, including but not limited to those buildings or facilities owned or operated by the county, the school district, the state, or the federal government, or any agency or division thereof.

B. Mask or other face covering; when required.

All persons in the City shall cover their mouths and noses with a mask or other face covering when they are in the following situations:

(1) Inside any indoor public space; or

(2) Obtaining services from the healthcare sector in settings, including but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank, unless directed otherwise by an employee thereof or a health care provider.

(3) All business and organizations in the City shall notify with signage that all employees, patrons and public at large must wear a mask or face covering.

C. Mask or other face covering; exemptions.

The following individuals are exempt from wearing a mask or other face covering in the situations described in subsection (B) above:

- (1) Persons aged five years and under – children aged two years and under in particular should not wear a mask or other face covering because of the risk of suffocation;
- (2) Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering – this including persons with a medical condition for whom wearing a mask or other face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;
- (3) Persons who are deaf or hard of hearing, or communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication;
- (4) Persons for whom wearing a mask or other face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;
- (5) Persons who are obtaining a service involving the nose, or face for which temporary removal of the mask or other face covering is necessary to perform the service;
- (6) Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking;
- (7) Persons who are engaged in an organized sport or athletic activity that allows persons or athletes to maintain a 6-foot distance from others with only infrequent or incidental moments of closer proximity;
- (8) Persons who are engaged in any activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a mask or other face covering;
- (9) Persons engaged in religious services, ceremonies or activities;
- (10) Persons engaged in an activity or event held or managed by the Kansas Legislature;
- (11) Persons engaged in a court-related proceeding held or managed by the Kansas Judiciary; and
- (12) Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.

D. Mask or other face covering; penalties; enforcement.

- (1) The knowing and willful failure or refusal to comply with the requirements of this Section 11-207 shall be an unclassified violation. Any fine imposed for a violation of this Section shall not exceed \$25.00.
- (2) This Section 11-207 may be enforced by the police department, with appropriate proceedings following citation in municipal court.

(3) Notwithstanding the foregoing, violation of any provision of this Section 11-207 constitutes an imminent threat and immediate menace to public health. All remedies prescribed in this Section 11-207 or otherwise available under applicable law, shall be cumulative, and the use of one or more remedies by the City shall not bar the use of any other remedy to enforce this Section 11-207.

(4) It shall be an affirmative defense to any prosecution under subsection (B)(1) or (B)(2) that the person in violation is an individual listed under subsection (C).

E. Mask or other face covering; Federal/state/county orders.

The provisions of this Section 11-207 shall not apply to the extent such provisions directly conflict with any current or subsequent orders issued by the United States Federal government (or agency thereof), the State of Kansas (or agency thereof), the Governor of the State of Kansas, the Board of County Commissioners for Johnson County, Kansas, the Local Health Officer of Johnson County, Kansas, or other applicable authorities.

F. Mask or other face covering; effective term.

The provisions of this Section 11-207 shall be in effect until 11:59 P.M. on March 16, 2022, unless further extended by ordinance of the governing body.

G. Mask or other face covering; severability.

Severability is intended throughout and within the provisions of this section. If any subsection, sentence, clause, phrase, or portion of this section is held to be invalid, illegal, or unconstitutional by any court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this section.

Section 2. This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED by the City Council of the City of Roeland Park, Kansas on February 7, 2022.

APPROVED by the Mayor on February 7, 2022.

CITY OF ROELAND PARK, KANSAS


Mike Kelly, Mayor

ATTEST:


Kelley Nielsen, City Clerk

APPROVED:



Steven E. Mauer, City Attorney

Item Number: New Business- VIII.-A.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/16/2022
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Approve Land Purchase Agreement #1 - 2 min**
Item Type: Agreement

Recommendation:

Staff supports approval of the land purchase agreement.

Details:

An agreement providing for acquisition of property by the City has been executed by the seller and is attached for Council consideration. This is an opportunity for the City to encourage investment in the community by assembling property for redevelopment purposes.

Financial Impact

Amount of Request: Resources are available from the proceeds of the land sale to Sunflower Medical held in fund 360.
--

Budgeted Item?

Budgeted Amount:

Line Item Code/Description: Equipment and Building Reserve Fund- 360
--

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description

Land Purchase Agreement #1

Type

Cover Memo

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("**Contract**") is entered into as of the ____ day of March 2022 ("**Effective Date**"), by and between James P. Ryan and Wanda Ryan-Mrowczynski, Co-Trustees of the James P Ryan Trust (collectively referred to as "**Seller**"), and City of Roeland Park, Kansas or its assign ("**Buyer**").

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Property.** Seller hereby agrees to convey to Buyer and Buyer hereby agrees to purchase from Seller all of Seller's interest in the real property described on **Exhibit A**, attached hereto, and all appurtenances thereto ("**Property**").

2. **Purchase Price.** The purchase price for the Property is Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) ("**Purchase Price**") and shall be paid subject to closing prorations and credits, to Seller in cash by wire transfer or guaranteed funds at Closing.

(a) Earnest money in the amount of Six Thousand and 00/100 Dollars (\$6,000.00) shall be deposited by Buyer at the title company of Seller's choosing: _____ ("**Title Company**"), by wire transfer of immediately available funds, within two (2) business days after the execution and delivery of this Contract. At Closing (as defined below), the entire earnest money amount will be disbursed to the Seller and applied to the Purchase Price, and will be reflected as a closing statement credit to the Buyer. 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 earnest money discussed in this provision shall not be refundable after the Effective Date of this Contract.

(b) The balance of the Purchase Price, subject to closing prorations and credits, to Seller in cash by wire transfer or guaranteed funds at Closing.

3. **Seller's Representation and Warranty.** Seller hereby warrants and represents to Buyer that Seller has the authority necessary to enter into this Contract and comply with Seller's obligations hereunder. The representation and warranty made by Seller in this Section 3 shall be true as of the Closing Date hereof and shall survive the Closing of this transaction for a period of one (1) year.

4. **Plans and Reports.** Within five (5) days after the Effective Date, Seller shall provide Buyer with copies of all existing plans and reports which are in Seller's possession relating to the Property.

5. **Survey Contingency.** Seller shall provide Buyer with its latest ALTA/ACSM land title survey ("**Survey**") within thirty (30) days of the Effective Date. Upon

receipt of both the title commitment from the Title Company and the Survey, Buyer shall have ten (10) days in which to review the same and provide any Title and/or Survey objections in Buyer's sole judgment which affects the Property or Buyer's intended use of the Property ("**Survey Objections**"). Seller shall have no obligation to cure any Survey Objections or incur any expense with respect thereto. Upon receipt of notice from Seller indicating that Seller elects not to pursue a cure of any Survey Objection, Buyer shall have ten (10) business days after delivery of such notice from Seller to deliver notice to Seller terminating this Contract, and the parties shall have no further obligations hereunder. If Buyer does not terminate this Contract, pursuant to the immediately preceding sentence, within said period, then Buyer is deemed to have waived all rights to object to, is deemed to have approved, and shall accept title to the Property subject to such uncured Survey Objection(s).

6. Title 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 for the Buyer in the amount of the Purchase Price, guaranteeing marketable fee simple title to Buyer. Buyer shall pay for any additional endorsements or lender's policy, if desired. Within thirty (30) 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 the end of the Inspection Contingency to deliver to Seller in writing any objection to a matter shown on the Commitment which materially affects the Property or Buyer's use of the Property ("**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, as Buyer's sole right, Buyer shall have two (2) business days after the end of the Title Cure Period to deliver notice to Seller terminating this Contract. If Buyer does not terminate this Contract during said two business day period, Buyer is deemed to have accepted any uncured Title Objections. If Buyer does not terminate this Contract 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 being prepared to issue, at Closing, a current, standard ALTA owner's title insurance policy (or a marked-up and binding commitment therefor), without 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**").

7. Inspection Contingency. At any time prior to closing, Buyer, at its sole expense, may obtain an inspection of the Property and/or a current Phase I environmental assessment ("**Audit**") of the Property. Within five (5) days after the Effective Date, Seller shall provide Buyer with copies of any available environmental audit, any existing survey, and any other reports and information in its possession related to the condition of the Property.

8. Acquisition of All Lots Contingency. Buyer's obligations under this Contract are contingent upon Buyer closing on this Property, and the property located at 4812 Johnson Drive, Roeland Park, Kansas 66205.

9. No Representations or Warranties; AS-IS Condition.

(a) Buyer is hereby purchasing the Property in "AS-IS, WHERE-IS" condition and "with all faults", and agrees that it relies upon no warranties, representations or statements by Seller, or any other persons for Seller, in entering into this Contract or in closing the transactions described herein, except for the express representation and warranty set forth in Section 3 hereof. Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that Buyer is satisfied with the condition of and title to the Property and has waived or satisfied all contingencies. In closing and completing this transaction, Buyer will have relied exclusively upon its own inspections and reviews, and not upon any representation or warranty of Seller or its agents or employees except those expressly set forth in Section 3 above.

(b) Except for the express representation and warranty set forth in Section 3 hereof, Seller makes no warranties, representations or statements whatsoever, express or implied, concerning or relating to the Property, including without limitation: the income or expenses of the Property; zoning and building codes and other similar restrictions; availability or cost of utilities; the condition of the soils on the Property, the environmental condition of the Property; the presence or absence of any hazardous substances, hazardous materials, petroleum, or any substances regulated by federal, state or local law in, on or under the Property; compliance of the Property with any law, regulation, ordinance or similar requirement, including without limitation the Americans with Disabilities Act; or the physical condition of the Property. Buyer acknowledges that no agents, employees, brokers or other persons are authorized to make any representations or warranties for Seller.

10. Termination. If Buyer determines for any reason, in its sole discretion, that it elects not to Close or that the Property is not acceptable to the Buyer, Buyer may terminate this Contract by giving written notice to Seller of its election to do so at any time. If Buyer gives such notice to terminate, then this Contract will automatically terminate.

11. Closing. The closing of this transaction (the "Closing") shall take place on or before April 30, 2022 (the "Closing Date"), at the office of the Title Company or at such other time and place as may be agreed upon by Buyer and Seller. At the Closing, Buyer shall deliver to the Title Company by wire transfer to an account designated by the Title Company, immediately available funds in the amount of the Purchase Price, as adjusted by any prorations and closing costs provided for herein, and such affidavits, resolutions and other documents agreed between the

parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy.

At the Closing, Seller shall deliver to the Title Company a Special Warranty Deed acceptable to Buyer conveying Seller's interest in the Property to Buyer, subject only to the 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 the Permitted Exceptions. Seller shall be responsible for payment of the following transaction costs: (a) the premium for the extended coverage ALTA Owner's Title Insurance Policy issued by the Title Company; (b) recording fees and charges relating to Seller's deed; (c) all escrow and closing fees of the Title Company; (d) Seller's share of prorations; and, (e) all other closing costs. Buyer shall be responsible for payment of: (a) the cost of its inspections; (b) Buyer's share of prorations; and, (c) all costs associated with Buyer's financing, including any loan application fees, appraisal costs, the premium for any loan policy required by Buyer's lender, and the cost of recording any mortgage or other security documents against the Property. It is the parties intent to have Seller pay all closing costs. All other closing costs, including without limitation, state, county, and municipal transfer taxes and other recording fees, shall be allocated as customary in the state and municipality in which the Property is located.

12. 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 reprorate taxes for the year of Closing upon receipt of the actual tax bill or adjusted tax bill. This Section 11(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 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.

13. Special Assessments. At Closing Seller will pay all special assessments that were levied prior to the Effective Date. All special assessments levied after the Effective Date shall be paid exclusively by Buyer. Real estate taxes and special assessments shall not be prorated after the Closing, except as provided in Section 12(b), above.

14. Municipal Agreements. Seller and Buyer agree that upon Closing, Buyer will assume any and all responsibilities and obligations under all existing development agreements, declarations, escrow agreements and other agreements affecting the Property.

15. Condemnation. If before the Closing, any of the Property is condemned under the power of eminent domain, 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.

16. Indemnification. 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 Contract. This Section 16 shall survive the Closing or termination of this Contract.

17. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by certified mail, postage prepaid, or by overnight delivery service, or shall be personally served or sent via facsimile with confirmation of transmission, to Buyer and Seller at the following addresses:

BUYER: **City of Roeland Park, Kansas**
c/o Keith Moody
4600 West 51st Street
Roeland Park, Kansas 66205
Telephone: 913-722-2600
Facsimile: 913-722-3713

and

Steven E. Mauer
Mauer Law Firm, PC
1100 Main Street, Suite 2100
Kansas City, Missouri 64105
Telephone: 816-759-3300
Facsimile: 816-759-3399

SELLER: **James P. Ryan, Co-Trustee and Wanda Ryan-Mrowczynski, Co-TTE**
4550 Warwick Blvd.
Kansas City, MO 64111

All notices shall be deemed received either when actually received or three (3) days after posting (if mailed), one business day after deposit with the delivery service (if sent by overnight delivery), or when delivered (if personally delivered), or if sent by facsimile transmission, upon transmission as evidenced by the confirmation slip generated by the sender's facsimile machine. Either party may change the above addresses by written notice to the other.

18. Default. If before the Closing, either party defaults in the full and timely performance of any of its obligations hereunder, the non-defaulting party shall be entitled to cancel this Contract and receive and retain the Deposit hereunder or the non-defaulting party may elect to seek specific performance.

19. Real Estate Commissions. All parties acknowledge that no real estate agent is involved in this Contract or the Property.

20. Assignment. Buyer shall have the right to assign this Contract without Seller's prior written consent.

21. Successors and Assigns. Subject to Section 20 above, the provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives.

22. Captions. The captions of the paragraphs in this Contract have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

23. Severability. If any provision of this Contract is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.

24. Counterparts and Transmittal of Signatures. This Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. A signed copy of this Contract transmitted by facsimile or email shall be treated as an original and shall be binding against the party whose signature appears on such copy.

26. Miscellaneous.

(a) All questions with respect to the construction or interpretation of this Contract shall be determined in accordance with the laws of the State of Kansas, without regard to conflict of law rules. Time is of the essence of this Contract.

(b) If any date upon which action is required under this Contract shall be a Saturday, Sunday or legal holiday, the date for such action shall be extended to the first day after such date which is not a Saturday, Sunday or legal holiday.

[no further text on this page—signature page follows immediately]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

BUYER:

CITY OF ROELAND PARK, KANSAS

By: _____

Name: _____

Title: _____

SELLER:

Wanda Ryan-Mrowczynski, Co-Trustee of the James P Ryan Trust.

By: Wanda Ryan-Mrowczynski

Name: Wanda R-M Mrowczynski

Title: Trustee of the James P. Ryan Trust dated 4-20-2006

Exhibit A

Lot 32, Block 17, Roe Manor Heights, a subdivision in the City of Roeland Park, Johnson County, Kansas, according to the recorded plat thereof

Item Number: New Business- VIII.-B.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/16/2022
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Approve Land Purchase Agreement #2 - 2 min**
Item Type: Agreement

Recommendation:

Staff supports approval of the land purchase agreement.

Details:

An agreement providing for acquisition of property by the City has been executed by the seller and is attached for Council consideration. This is an opportunity for the City to encourage investment in the community by assembling property for redevelopment purposes.

Financial Impact

Amount of Request: Resources are available from the proceeds of the land sale to Sunflower Medical held in fund 360.	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description: Equipment and Building Reserve Fund- 360	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description

 Land Purchase Agreement #2

Type

Cover Memo

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("**Contract**") is entered into as of the ____ day of March, 2022 ("**Effective Date**"), by and between Hoy Family Trust LLC ("**Seller**"), and City of Roeland Park, Kansas or its assign ("**Buyer**").

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Property. Seller hereby agrees to convey to Buyer and Buyer hereby agrees to purchase from Seller all of Seller's interest in the real property described on **Exhibit A**, attached hereto, and all appurtenances thereto ("**Property**").

2. Purchase Price. The purchase price for the Property is Five Hundred Thirteen Thousand and 00/100 Dollars (\$513,000.00) ("**Purchase Price**") and shall be paid subject to closing prorations and credits, to Seller in cash by wire transfer or guaranteed funds at Closing.

3. Seller's Representation and Warranty. Seller hereby warrants and represents to Buyer that Seller has the authority necessary to enter into this Contract and comply with Seller's obligations hereunder. The representation and warranty made by Seller in this Section 3 shall be true as of the Closing Date hereof and shall survive the Closing of this transaction for a period of one (1) year.

4. Plans and Reports. Within five (5) days after the Effective Date, Seller shall provide Buyer with copies of all existing plans and reports which are in Seller's possession relating to the Property.

5. Survey Contingency. Seller shall provide Buyer with its latest ALTA/ACSM land title survey ("**Survey**") within thirty (30) days of the Effective Date. Upon receipt of both the title commitment from the Title Company and the Survey, Buyer shall have ten (10) days in which to review the same and provide any Title and/or Survey objections in Buyer's sole judgment which affects the Property or Buyer's intended use of the Property ("**Survey Objections**"). Seller shall have no obligation to cure any Survey Objections or incur any expense with respect thereto. Upon receipt of notice from Seller indicating that Seller elects not to pursue a cure of any Survey Objection, Buyer shall have ten (10) business days after delivery of such notice from Seller to deliver notice to Seller terminating this Contract and the parties shall have no further obligations hereunder. If Buyer does not terminate this Contract, pursuant to the immediately preceding sentence, within said period, then Buyer is deemed to have waived all rights to object to, is deemed to have approved, and shall accept title to the Property subject to such uncured Survey Objection(s).

6. Title 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 for the Buyer in the amount of the Purchase Price, guaranteeing marketable fee simple title to Buyer. Buyer shall pay for any additional endorsements or lender's policy, if desired. Within thirty (30) 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 the end of the Inspection Contingency to deliver to Seller in writing any objection to a matter shown on the Commitment which materially affects the Property or Buyer's use of the Property ("**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, as Buyer's sole right, Buyer shall have two (2) business days after the end of the Title Cure Period to deliver notice to Seller terminating this Contract. If Buyer does not terminate this Contract during said two business day period, Buyer is deemed to have accepted any uncured Title Objections. If Buyer does not terminate this Contract 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 being prepared to issue, at Closing, a current, standard ALTA owner's title insurance policy (or a marked-up and binding commitment therefor), without 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**").

7. Inspection Contingency. At any time prior to closing, Buyer, at its sole expense, may obtain an inspection of the Property and/or a current Phase I environmental assessment ("**Audit**") of the Property. Within five (5) days after the Effective Date, Seller shall provide Buyer with copies of any available environmental audit, any existing survey, and any other reports and information in its possession related to the condition of the Property.

8. Acquisition of All Lots Contingency. Buyer's obligations under this Contract are contingent upon Buyer closing on this Property, and the property located at 4800 Johnson Drive, Roeland Park, Kansas 66205.

9. No Representations or Warranties; AS-IS Condition.

(a) Buyer is hereby purchasing the Property in "AS-IS, WHERE-IS" condition and "with all faults", and agrees that it relies upon no warranties, representations or statements by Seller, or any other persons for Seller, in entering into this Contract or in closing the transactions described herein, except for the express representation and warranty set forth in Section 3 hereof. Buyer's closing on the acquisition of the Property shall constitute conclusive evidence that Buyer is satisfied with the condition of and title to the Property and has waived or satisfied all contingencies. In closing and completing

this transaction, Buyer will have relied exclusively upon its own inspections and reviews, and not upon any representation or warranty of Seller or its agents or employees except those expressly set forth in Section 3 above.

(b) Except for the express representation and warranty set forth in Section 3 hereof, Seller makes no warranties, representations or statements whatsoever, express or implied, concerning or relating to the Property, including without limitation: the income or expenses of the Property; zoning and building codes and other similar restrictions; availability or cost of utilities; the condition of the soils on the Property, the environmental condition of the Property; the presence or absence of any hazardous substances, hazardous materials, petroleum, or any substances regulated by federal, state or local law in, on or under the Property; compliance of the Property with any law, regulation, ordinance or similar requirement, including without limitation the Americans with Disabilities Act; or the physical condition of the Property. Buyer acknowledges that no agents, employees, brokers or other persons are authorized to make any representations or warranties for Seller.

10. Termination. If Buyer determines for any reason, in its sole discretion, that it elects not to Close or that the Property is not acceptable to the Buyer, Buyer may terminate this Contract by giving written notice to Seller of its election to do so at any time. If Buyer gives such notice to terminate, then this Contract will automatically terminate.

11. Closing. The closing of this transaction (the "Closing") shall take place on or before April 30, 2022 (the "Closing Date"), at the office of the Title Company or at such other time and place as may be agreed upon by Buyer and Seller. At the Closing, Buyer shall deliver to the Title Company by wire transfer to an account designated by the Title Company, immediately available funds in the amount of the Purchase Price, as adjusted by any prorations and closing costs provided for herein, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of real estate in the state where the Property is located or otherwise required by the Title Company to issue the Title Policy.

At the Closing, Seller shall deliver to the Title Company a Special Warranty Deed acceptable to Buyer conveying Seller's interest in the Property to Buyer, subject only to the 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 the Permitted Exceptions. Seller shall be responsible for payment of the following transaction costs: (a) the premium for the extended coverage ALTA Owner's Title Insurance Policy issued by the Title Company; (b) recording fees and charges relating to Seller's deed; (c) all escrow and closing fees of the Title Company; (d) Seller's share of prorations; and, (e) all other closing costs. Buyer shall be responsible for payment of: (a) the

cost of its inspections; (b) Buyer's share of prorations; and, (c) all costs associated with Buyer's financing, including any loan application fees, appraisal costs, the premium for any loan policy required by Buyer's lender, and the cost of recording any mortgage or other security documents against the Property. It is the parties intent to have Seller pay all closing costs. All other closing costs, including without limitation, state, county, and municipal transfer taxes and other recording fees, shall be allocated as customary in the state and municipality in which the Property is located.

12. 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 reproporate taxes for the year of Closing upon receipt of the actual tax bill or adjusted tax bill. This Section 11(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 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.

13. Special Assessments. At Closing Seller will pay all special assessments that were levied prior to the Effective Date. All special assessments levied after the Effective Date shall be paid exclusively by Buyer. Real estate taxes and special assessments shall not be re-prorated after the Closing, except as provided in Section 12(b), above.

14. Municipal Agreements. Seller and Buyer agree that upon Closing, Buyer will assume any and all responsibilities and obligations under all existing development agreements, declarations, escrow agreements and other agreements affecting the Property

15. Condemnation. If before the Closing, any of the Property is condemned under the power of eminent domain, 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

16. Indemnification. 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 Contract. This Section 16 shall survive the Closing or termination of this Contract.

17. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by certified mail, postage prepaid, or by overnight delivery service, or shall be personally served or sent via facsimile with confirmation of transmission, to Buyer and Seller at the following addresses:

BUYER: City of Roeland Park, Kansas

c/o Keith Moody
4600 West 51st Street
Roeland Park, Kansas 66205
Telephone: 913-722-2600
Facsimile: 913-722-3713

and

Steven E. Mauer

Mauer Law Firm, PC
1100 Main Street, Suite 2100
Kansas City, Missouri 64105
Telephone: 816-759-3300
Facsimile: 816-759-3399

SELLER: Hoy Family Trust LLC

Sharon H. Freeman, Sole Member
3801 Shawnee Mission Parkway
Fairway, KS 66205

and

Eric Ziegenhorn, Esq.

Creative Planning, P.A.
5454 W 110th Street
Overland Park, KS 66211
Telephone: 913-303-4326
Facsimile: 913-338-4507

All notices shall be deemed received either when actually received or three (3) days after posting (if mailed), one business day after deposit with the delivery service (if sent by overnight delivery), or when delivered (if personally delivered), or if sent by facsimile transmission, upon transmission as evidenced by the confirmation slip generated by the sender's facsimile machine. Either party may change the above addresses by written notice to the other.

18. Default. If before the Closing, either party defaults in the full and timely performance of any of its obligations hereunder, the non-defaulting party shall be entitled to cancel this Contract and receive and retain the Deposit hereunder or the non-defaulting party may elect to seek specific performance.

19. Real Estate Commissions. All parties acknowledge that no real estate agent is involved in this Contract or the Property.

20. Assignment. Buyer shall have the right to assign this Contract without Seller's prior written consent.

21. Successors and Assigns. Subject to Section 20 above, the provisions of this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, executors, administrators and legal representatives.

22. Captions. The captions of the paragraphs in this Contract have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of the provisions hereof.

23. Severability. If any provision of this Contract is held invalid or unenforceable, the invalidity or unenforceability shall be limited to the particular provision(s) involved and shall not affect the validity or enforceability of the remaining provisions.

24. Counterparts and Transmittal of Signatures. This Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. A signed copy of this Contract transmitted by facsimile or email shall be treated as an original and shall be binding against the party whose signature appears on such copy.

26. Miscellaneous.

(a) All questions with respect to the construction or interpretation of this Contract shall be determined in accordance with the laws of the State of Kansas, without regard to conflict of law rules. Time is of the essence of this Contract.

(b) If any date upon which action is required under this Contract shall be a Saturday, Sunday or legal holiday, the date for such action shall be extended to the first day after such date which is not a Saturday, Sunday or legal holiday.

[no further text on this page—signature page follows immediately]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

BUYER:

CITY OF ROELAND PARK, KANSAS

By: _____

Name: _____

Title: _____

SELLER:

Hoy Family Trust LLC

By: Sharon Hoy Freeman

Name: Sharon Hoy Freeman

Title: Sole Member

Exhibit A

The East 7 feet of Lot 30, Block 17, ROE MANOR HEIGHTS, a sub-division in the City of Roeland Park, Johnson County, Kansas, according to the recorded plat thereof; and

All of Lot 31, Block 17, ROE MANOR HEIGHTS, a sub-division in the City of Roeland Park, Johnson County, Kansas, according to the recorded plat thereof; and

TRACT OF LAND IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 12, RANGE 25, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE SOUTHEAST CORNER OF LOT 32, BLOCK 17, ROE MANOR HEIGHTS, A SUBDIVISION IN JOHNSON COUNTY, KANSAS; THENCE NORTH ALONG THE EAST LINE OF LOT 32, BLOCK 17, ROE MANOR HEIGHTS FOR A DISTANCE OF 116.76 FEET; THENCE NORTH FOR AN ADDITIONAL DISTANCE OF 420 FEET TO THE NORTHEAST CORNER OF LOT 8; THENCE EAST ALONG THE SOUTH LINE OF LOTS 5, 4, 3, AND 2, BLOCK 17, ROE MANOR HEIGHTS FOR 245 FEET TO THE SOUTHEAST CORNER OF LOT 2; THENCE SOUTHWESTERLY TO A POINT OF 55 FEET EAST OF THE NORTHEAST CORNER OF LOT 11; THENCE SOUTH FOR A DISTANCE OF 240 FEET; THENCE SOUTHWESTERLY TO A POINT ABUTTING THAT PORTION OF LAND TAKEN FOR ROAD PURPOSES FOR JOHNSON DRIVE, WHICH IS 20 FEET FROM THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THAT PORTION OF LAND TAKEN FOR ROAD PURPOSES FOR JOHNSON DRIVE, TO THE POINT OF BEGINNING.

Item Number: New Business- VIII.-C.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/15/2022
Submitted By: Arts Committee
Committee/Department: Arts Committee
Title: **Approve Art Treatment for Aldi Stair - 5 min**
Item Type: Other

Recommendation:

Arts committee recommends submissions from Ashley Corbello and Sol Anzorena for the Aldi Stair project.

Details:

The Project

The City of Roeland Park, Arts Advisory Committee is requesting submissions for an Artist/ Artistic Team to create site-specific original artwork as part of a painted design (or other appropriate 2 dimensional application) to be incorporated on a new outdoor staircase build. The staircase will be located at Roe Lane & Elledge Drive.

The application deadline is Saturday, March 12th 2022.

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
	Ashley Corbello	Cover Memo
	Sol Anzorena	Cover Memo

Design 1
Sunflowers



Ashley Corbello

Design 1
Sunflowers
Lines indicate
stair placement



Ashley Corbello

Design n° 1 - division by steps.



Design n° 2 - division by steps.



Item Number: New Business- VIII.-D.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/15/2022
Submitted By: Mayor Mike Kelly
Committee/Department: Admin.
Title: **Appoint Melissa Castillo to the Sustainability Committee and Reappoint Matt Heitmann to Community Engagement Committee – 2 min**
Item Type: Other

Recommendation:

To appoint Melissa Castillo to the sustainability committee and reappoint Matt Heitmann to community engagement 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
	Melissa Castillo	Cover Memo
	Matt Heitmann	Cover Memo

Online Form Submittal: Committee Volunteer Form

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

Tue 3/1/2022 12:17 PM

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

Committee Volunteer Form

Date	3/1/2022
First Name	Melissa
Last Name	Castillo
Address	4801 Fontana St.
City	Roeland Park
State	KS
Zip	66205
Email	
Phone	
Place of Employment	Federal government
How long have you been a resident of Roeland Park?	35 years
How much time do you have to devote per month?	5-10 hours
Board & Committee Interest	I'm only interested in the sustainability committee. I'm passionate about the environment—conserving water, reducing carbon footprint, eliminating needless plastic, promoting native plant species, and switching to renewable energy.
Select a Board or Committee	Sustainability
Are you a high school student between the ages of 14 and 18?	No
Additional Comments	Field not completed.
Resume	Field not completed.

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

Online Form Submittal: Committee Volunteer Form

noreply@civicplus.com

Thu 1/24/2019 12:19 PM

For: Bohon, Kelley <kbohon@roelandpark.org>; Jennifer Jones-Lacy <jjoneslacy@roelandpark.org>;

Committee Volunteer Form

Date	1/24/2019
First Name	Matt
Last Name	Heitmann
Address	5010 Briar St
City	Roeland Park
State	Kansas
Zip	66205
Email	
Phone	
Place of Employment	Edward Jones
How long have you been a resident of Roeland Park?	10 months
How much time do you have to devote per month?	4-8 hours
Board & Committee Interest	I am interested in giving back to the community and any way possible. I have enjoyed my time in Roeland Park thus far and am excited about the progression of the city moving forward.
Select a Board or Committee	Community Foundation
Additional Comments	While my area of expertise and employment practice is financial planning, I am happy to help out with any board or committee that is most in need of an extra hand.
Resume	Field not completed.

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

Item Number: Reports of City Officials:- XI.-A.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/14/2022
Submitted By: Erin Winn
Committee/Department:
Title: **COVID Report**
Item Type:

Recommendation:

Informational only.

Details:

Attached is the most recent COVID report (the attachment will be uploaded on Friday March 18th in order to provide the most up to date data).

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
 COVID Report	Cover Memo

Memo

To: Governing Body

From: Kristin Moorhead and Erin Winn

CC: Keith Moody, Donnie Scharff, John Morris, Kelley Nielsen

RE: COVID-19 Update for the Period March 11th through March 21st



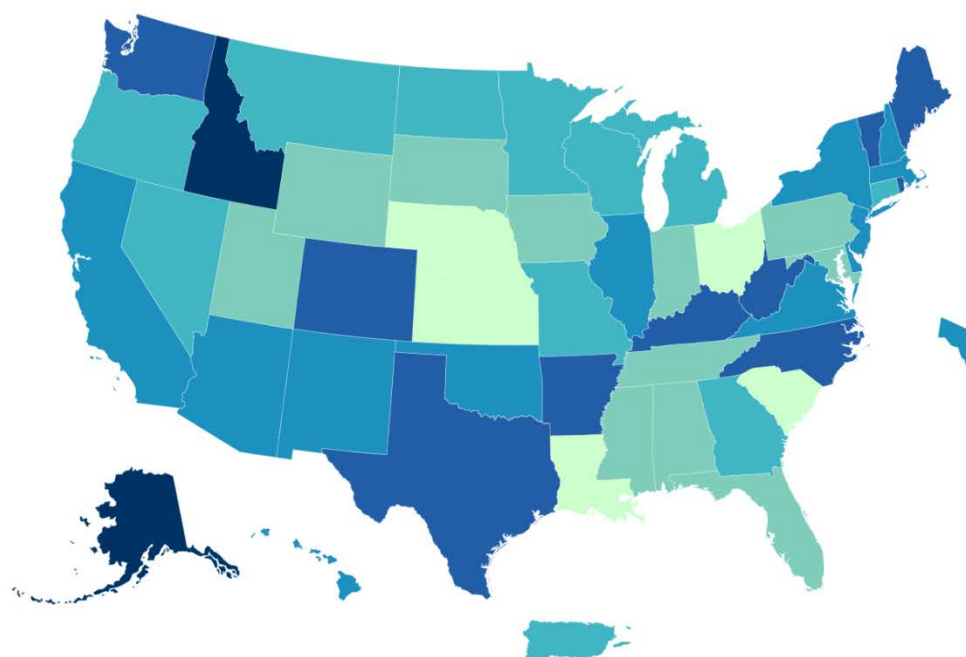
Below is a summary of activities that took place so far in 2022 related to the COVID-19 Pandemic in Roeland Park and beyond.

General

- The CDC announced [new mask guidelines](#) based on a County's COVID-19 community level, a new metric determined by looking at hospital beds being used, hospital admissions, and the total number of new COVID-19 cases in an area. Johnson County is at a "low" community level, which means indoor masking is a personal preference. Wyandotte County is at a 'high' community level, which means masks are recommended indoors for all individuals.
- As of Friday, March 18, 2022, 5% of ICU beds are being occupied by COVID-19 patients within [MARC's](#) region.

CDC's Total Number of COVID-19 Cases in the U.S.

US COVID-19 7-Day Case Rate per 100,000, by State/Territory



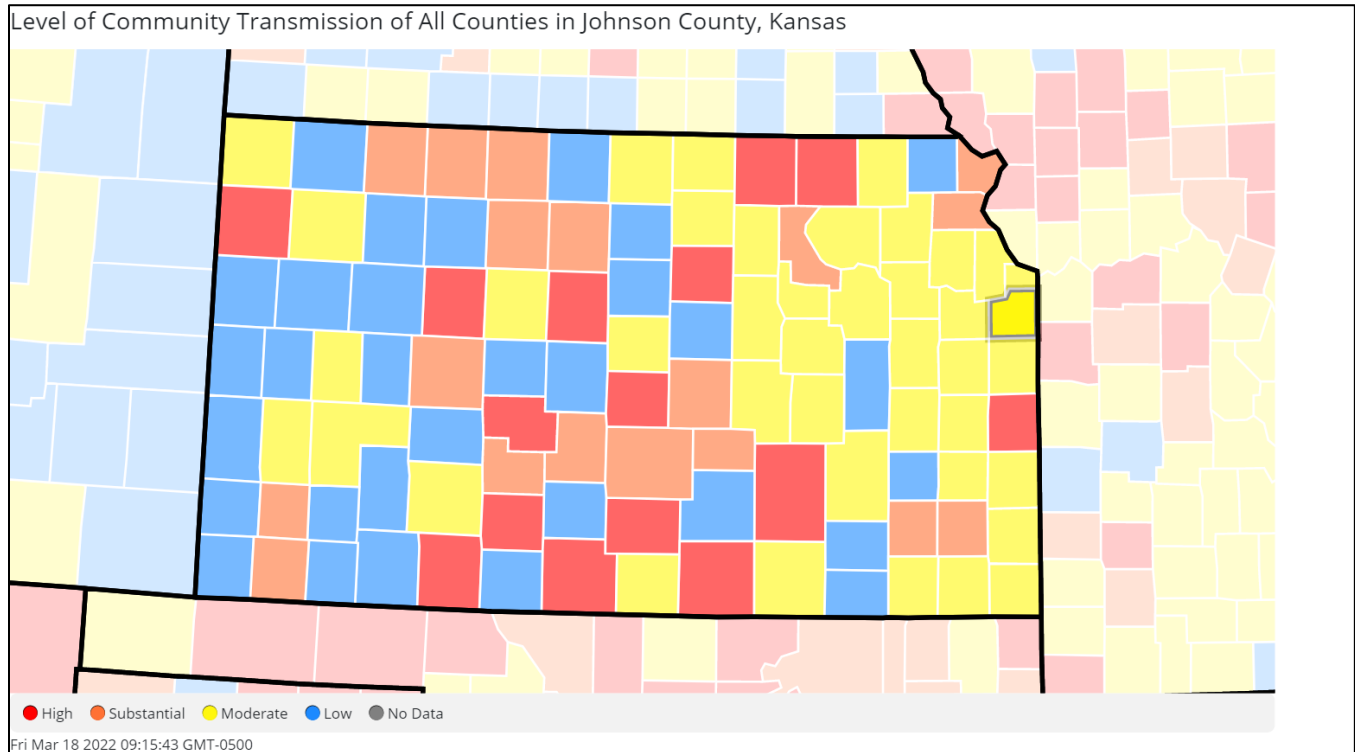
Territories



7-Day Case Rate per 100,000



CDC's Level of Community Transmission, County



	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.
- CDC's Covid [Data Tracker](#)

Regional COVID-19 Data Comparisons

	Johnson County Dashboard	Wyandotte County per MARC	Jackson County per MARC	MARC Region
Percent Positivity Rate	2.7%‡	(Data not reported by MARC)	(Data not reported by MARC)	(Data not reported by MARC)
Daily New Cases	24**	8**	0**	23**
Daily Average New Cases	31ϖ	10* (-41.94% change since previous week)	16* (-33.94% change since previous week)	120* (-43.53% change since previous week)
Daily New Deaths	0α	1ϑ	0ϑ	4ϑ
Percentage of Population with at least 1 Dose	77.5%℥	69.3%***	69.7%***	74.72%***
Percentage of Population with Full Vaccination	67.5%℥	56.8%***	56.5%***	60.85%***
Additional Doses Administered	175,660**	(Data not reported by MARC)	(Data not reported by MARC)	(Data not reported by MARC)

*Past 7-days average with a 10-day enforced lag to account for delays in reporting

**Reporting for March 16, 2022.

***Percentage based on total population, includes ineligible individuals.

‡ 7 Day on March 15, 2022.

ϖ 7 Day Average as of March 18, 2022.

℥ Percentage of eligible population (those aged 5 years and older).

α As of March 15, 2022.

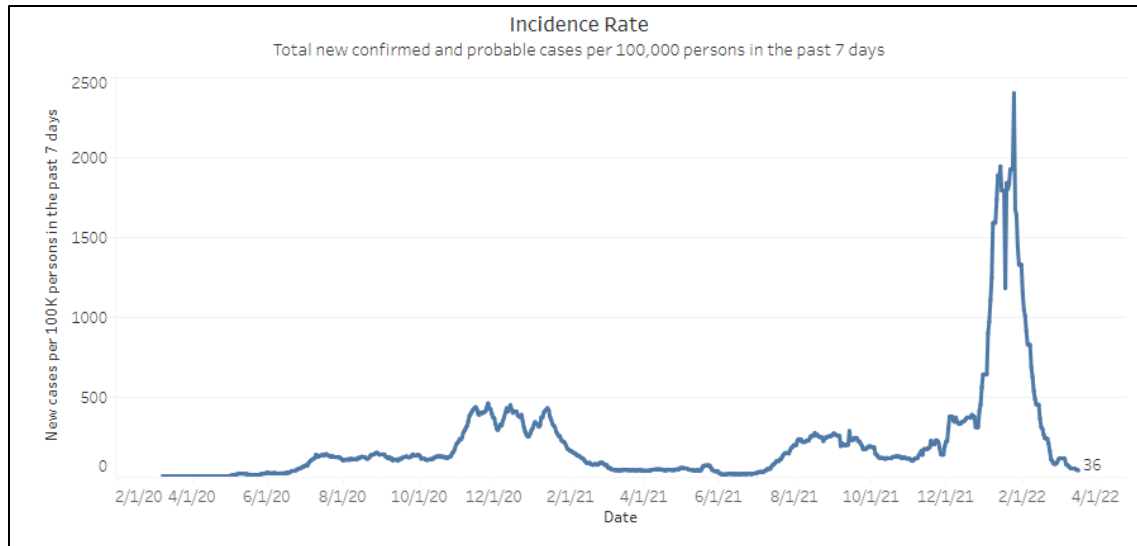
ϑ As of March 17, 2022.

MARC [Dashboard](#)

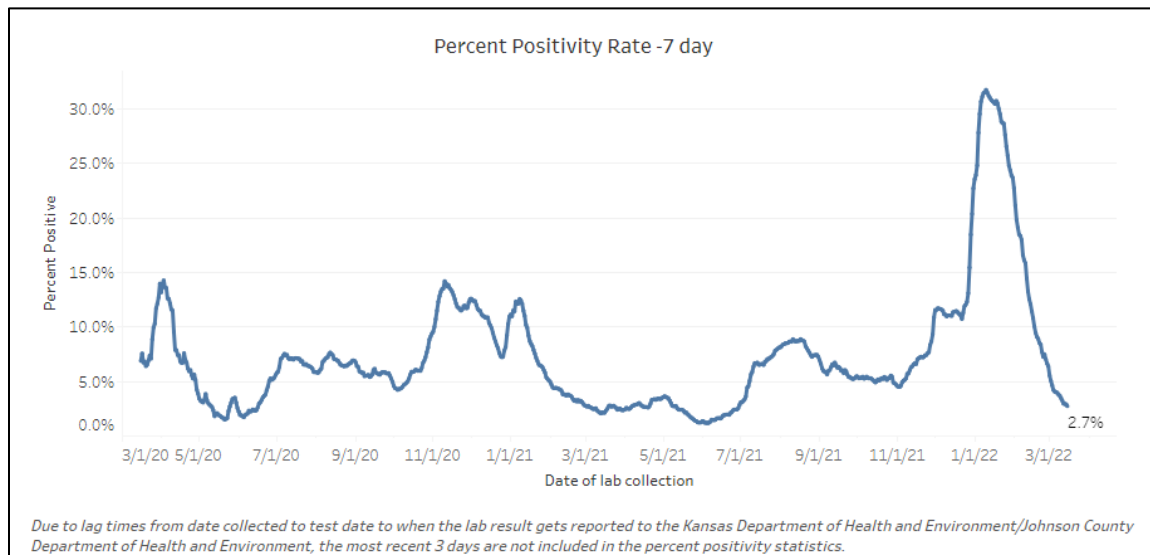
JoCo [Dashboard](#)

Trends in Key Johnson County Community Metrics

- Incidence Rate (taken March 18, 2022, 9:30 AM)



- Percent Positivity Rate – 7 Day (taken March 18, 2022, 9:30 AM)



Item Number: Reports of City Officials:- XI.-B.
Committee 3/21/2022
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 3/14/2022
Submitted By: Erin Winn
Committee/Department: Finance
Title: **Distinguished Budget Presentation Award**
Item Type: Other

Recommendation:

Details:

Attached is the notice of Excellence in Budget Reporting from the Government Finance Officer's Association for the City's 2022 Budget. This is the fourth year in a row that the City has received the honor. Meeting the criteria for this award has contributed to the budget document's significant page number growth over the past three years in order to address the vast criteria GFOA looks for in conveying this recognition. The 2018 budget (budget not submitted for award) had 81 pages and the 2022 budget had 233 pages, a 193% increase in page volume.

The 2022 honor is even more significant due to GFOA increasing the standards for earning the Distinguished Budget Award. Only 8.4% of US cities achieve this honor with only 4.8% of Kansas cities securing the honor. Placing in the top 10% nationally and top 5% locally shows the City's commitment to excellent, transparent and responsible budgeting.

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
 Distinguished Budget Award	Cover Memo

February 25, 2022

Erin Winn
Assistant City Administrator/Director of Finance
City of Roeland Park
4600 W. 51st Street
Roeland, KS 66205

Dear Winn:

We are pleased to inform you, based on the examination of your budget by a panel of independent reviewers, that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA) for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. Information about how to submit an application for the Distinguished Budget Program application is posted on GFOA's website.

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

Finance Department

Continuing participants will receive a brass medallion that will be mailed separately. First-time recipients will receive an award plaque within eight to ten weeks. Enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. The following standardized text should be used:

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of Roeland Park, Kansas**, for its Annual Budget for the fiscal year beginning **January 01, 2022**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

A press release is enclosed.

Upon request, GFOA can provide a video from its Executive Director congratulating your specific entity for winning the Budget Award.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center

Enclosure



**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

**Finance Department
City of Roeland Park, Kansas**



The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards

Executive Director

Christopher P. Morill

Date: **February 25, 2022**