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

Roeland Park City Hall, 4600 W 51st Street December 19, 2022 6:00 PM

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

- Michael Poppa, Council Member
- Tom Madigan, Council Member
- Kate Raglow, Council Member
- Michael Rebne, Council Member
- Keith Moody, City Administrator
- Erin Winn, Asst. Admin.
- Kelley Nielsen, City Clerk
- John Morris, Police Chief
- Donnie Scharff, Public Works Director

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

Pledge of Allegiance

A. Instructions on Logging into Meeting Remotely

Roll Call

Modification of Agenda

I. Citizens Comments

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

II. Consent Agenda

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

A. Appropriations Ordinance #1010

B. City Council Meeting Minutes December 5, 2022

III. Business From the Floor

- A. Applications / Presentations
- IV. Mayor's Report
- V. Workshop and Committee Reports
- VI. Reports of City Liaisons
- VII. Unfinished Business

VIII. New Business

- A. Ordinance 1036 Approving TIF 4 Project Plan (5 min)
- B. Ordinance 1037 Creating The Rocks CID and Levying a CID Sales Tax (5 min)
- C. Resolution 700 Intent to Issue IRB's for Sales Tax Exemption for EPC Project (5 min)
- D. Resolution 701 Approving Development Agreement with EPC (10 min)
- E. Ordinance 1038 Rezoning The Rocks Site (5 min)
- F. Accept Easements, Public Infrastructure and Right of Way Dedication and Vacation for The Rocks Final Plat and Approve Payment In Lieu of Parkland Dedication (5 min)
- G. First Amendment to Land Purchase Agreement with EPC (5 min)
- H. Approve Task Order with SFS for Architectural Services Related to Renovations at New Public Works Facility - 10 min

IX. Ordinances and Resolutions:

- A. Ordinance 1039 Establishing a Tree Preservation Policy (10 min)
- X. Workshop Items:
- XI. Reports of City Officials:

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

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

A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering;

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

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

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

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

Item Number: Pledge of Allegiance- -A.

Committee 12/19/2022

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=VWNXbjNkejIVb0JBaStWMDF5WXpoZz09

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/u/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 12/19/2022

Meeting Date:



City of Roeland Park Action Item Summary

Co Title	omitted By: mmittee/Department:	Appropriations Ordinance #1010
Re	commendation:	
De	tails:	
		Financial Impact
		Amount of Request:
	Budgeted Iter	n? Budgeted Amount:
		Line Item Code/Description:
		Additional Information
		How does item relate to Strategic Plan?
	н	ow does item benefit Community for all Ages?
AT	TACHMENTS:	
	Description	Туре
D	Appropriations Ordinance #101	O Cover Memo

Appropriation Ordinance - 12/19/2022 - #1010

4600 West Fifty-First Street Roeland Park, Kansas 66205 City Hall (913) 722-2600 – Fax (913) 722-3713

Thursday, December 1, 2022

Appropriation Ordinance - 12/19/2022 - #1010

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 December 19, 2022.

Mayor	
	 Mayor

Total Appropriation Ordinance

\$

566,966.00

Appropriation Ordinance - 12/19/2022 - #1010

					Check /EFT			
Vendor I	Dept	Acct #	Description	Invoice Description	Date	Amount	Chk#	Check Amount
						Distribution		Check
Vendor I	Dept	Account	Account Description	Reference	Date	Amount	Check #	Amount
Advance Auto Parts 1	115	5302.115	Motor Fuels & Lubricants	5128231821534	12/07/22	89.07	74360	89.07
All City Management Services, Inc. 1	102	5214.102	Other Contracted Services	81549	12/07/22	488.20	74361	488.20
AT&T 1	101	5202.101	Telephone	3241 11/21/22	12/07/22	266.39	74362	266.39
Balls Food Stores 1	101	5237.101	Community Events	56592	12/07/22	65.98	74363	65.98
Black & McDonald 1	101	5220.101	Street Light Repair & Maintenance	761380302	12/14/22	2,073.63	74381	3,356.96
Black & McDonald 1	101	5222.101	Traffic Signal Expense	761380302	12/14/22	1,283.33		
Blue Valley Public Safety, Inc. 5	550	5442.550	Building Improvement	16704	12/14/22	16,990.75	74382	16,990.75
Breeden Holdings, LLC 1	106	5260.106	Vehicle Maintenance	1075862	12/07/22	1,370.70	74364	1,370.70
Kansas City Board of Public Utilitie 1	101	5222.101	Traffic Signal Expense	2834 11/22/22	12/07/22	35.02	74365	35.02
Commercial Aquatic Services, Inc. 2	220	5214.220	Other Contracted Services	447581	12/14/22	382.37	74383	382.37
C & G Rubber Stamp, Inc. 1	101	5301.101	Office Supplies	142955	12/14/22	80.00	74384	80.00
City of Mission Kansas 1	102	5238.102	Animal Control	12/1/22	12/07/22	22,050.00	74366	22,050.00
Civic Plus 1	101	5214.101	Other Contracted Services	248293	12/07/22	446.25	74367	446.25
Columbia Capital Management, LL 1	101	4530.101	Reimbursed Expense	22430005	12/14/22	24,600.00	74385	24,600.00
Sally B. DeVore 1	101	5273.101	Neighbors Helping Neighbors	11/28/22Arborist	12/14/22	2,000.00	74386	2,000.00
Monica Espinosa 1	115	5271.115	Composte Bin Rebate Program	12/12/22 Rebate	12/14/22	75.00	74387	75.00
Evergy Energy Solutions, Inc. 1	101	5214.101	Other Contracted Services	MS007106	12/07/22	996.80	74368	2,076.67
Evergy Energy Solutions, Inc. 2	220	5214.220	Other Contracted Services	MS007106	12/07/22	456.87		
Evergy Energy Solutions, Inc. 2	290	5214.290	Other Contracted Services	MS007106	12/07/22	623.00		
Jeannie Lou Russell Frank 1	101	5273.101	Neighbors Helping Neighbors	10/10/22 Tree	12/14/22	1,100.00	74388	1,100.00
Gather Media and Communication 1	101	5209.101	Professional Services	344	12/07/22	1,550.00		1,550.00
Green For Life Environmental 1	115	5272.115	Solid Waste Contract	AS0001100689	12/14/22	45,742.50	74389	45,742.50
Gilmore & Bell, P.C.	101	4530.101	Reimbursed Expense	8050061	12/07/22		74370	5,809.00
Gilmore & Bell, P.C.	400	5214.400	Other Contracted Services	8050077	12/07/22	875.00		
Gilmore & Bell, P.C.	410	5214.410	Other Contracted Services	8050077	12/07/22	875.00		
Johnson County Treasury Division 1	101	4020.101	Recreational Vehicle Tax	11/16/22	12/19/22	(67.05)	74396	361,703.75
Johnson County Treasury Division 2	200	4020.200	Recreational Vehicle Tax	11/16/22	12/19/22	(4.82)		
Johnson County Treasury Division 1	101	4060.101	Motor Vehicle Tax	11/16/22	12/19/22	(23,066.82)		
Johnson County Treasury Division 2	200	4060.200	Motor Vehicle Tax	11/16/22	12/19/22	(1,659.51)		
Johnson County Treasury Division 2		4650.200	Storm Drainage RC12-014	11/16/22	12/19/22	(139.28)		
Johnson County Treasury Division 1	115	4770.115	Solid Waste Assessment	11/16/22	12/19/22	(397.34)		
Johnson County Treasury Division 3	370	5725.370	Property Tax Reduction Appeals	11/16/22	12/19/22	98,243.78		
Johnson County Treasury Division 3	370	5725.370	Property Tax Reduction Appeals	11/16/22	12/19/22	10,125.91		
Johnson County Treasury Division 3			Property Tax Reduction Appeals	11/16/22	12/19/22	(76,006.18)		
Johnson County Treasury Division 3		5725.370		11/16/22	12/19/22	(6,104.34)		
Johnson County Treasury Division 3		5725.370	Property Tax Reduction Appeals	11/16/22	12/19/22	360,779.40		
	101		Street Light Repair & Maintenance	2110449	12/07/22	·	74371	68.40
	101		Legal Printing	L10016	12/07/22		74372	56.73

The Legal Record	101	5204.101	Legal Printing	L10042	12/07/22	21.59		
The Legal Record	101		Legal Printing	L99379	12/07/22	12.17		
Lexington Plumbing & Heating Co.			Other Contracted Services	134131	12/14/22	1,145.00	74390	2,034.00
Lexington Plumbing & Heating Co.			Park Maint/Infrastructure	133429	12/14/22	454.00		,
Lexington Plumbing & Heating Co.			Park Maint/Infrastructure	133893	12/14/22	435.00		
Mauer Law Firm PC	101		City Attorney	11/23/22	12/14/22	7,543.00	74391	7,543.00
MEI Total Elevator Solutions	101		Maintenance & Repair Building	993243	12/14/22		74392	259.56
	115		Disposal Fees	49043	12/07/22	540.75		2,487.45
	115		Disposal Fees	49165	12/07/22	108.15		•
	115		Disposal Fees	49359	12/07/22	540.75		
	115		Disposal Fees	49448	12/07/22	757.05		
	115		Disposal Fees	49527	12/07/22	540.75		
	115	5302.115	Motor Fuels & Lubricants	2138141166	12/07/22	101.99	74374	101.99
Royal Construction Services, LLC	300	5473.300	RPAC Improvements	13	12/14/22	5,000.00		5,000.00
SFS Architecture	300		Community Center Improvement	14970	12/07/22	2,229.26		2,229.26
Staples	101		Office Supplies	8068306363	12/07/22		74376	90.85
=	101		Office Supplies	8068373712	12/07/22	37.52		
=	101		Home Energy Audit Incentive	11/21/22 Hayes	12/14/22	400.00	74394	400.00
UES Consulting Services, Inc.	360		Building Improvement	82518664	12/07/22	2,000.00	74377	2,000.00
US BANK	101	5203.101	Printing & Advertising	Nielsen 12/2022	12/14/22	104.00	74395	1,685.37
US BANK	104	5206.104	Travel Expense & Training	Winn 12/2022	12/14/22	173.80		
US BANK	105	5206.105	Travel Expense & Training	Nielsen 12/2022	12/14/22	20.00		
US BANK	105		Travel Expense & Training	Nielsen 12/2022	12/14/22	29.35		
US BANK	105	5206.105	Travel Expense & Training	Nielsen 12/2022	12/14/22	19.11		
US BANK	105	5206.105	Travel Expense & Training	Nielsen 12/2022	12/14/22	17.66		
US BANK	105	5206.105	Travel Expense & Training	Nielsen 12/2022	12/14/22	34.79		
US BANK	106	5211.106	Maintenace & Repair Equipment	Vandenbos 12/22	12/14/22	200.00		
US BANK	106	5214.106	Other Contracted Services	Scharff 12/2022	12/14/22	297.00		
US BANK	102	5236.102	Community Policing	Morris 12/2022	12/14/22	131.06		
US BANK	101	5237.101	Community Events	Nielsen 12/2022	12/14/22	55.00		
US BANK	104	5260.104	Vehicle Maintenance	Nielsen 12/2022	12/14/22	110.50		
US BANK	110	5262.110	Grounds Maintenance	Vandenbos 12/22	12/14/22	213.54		
US BANK	290	5304.290	Janitorial Supplies	Nielsen 12/2022	12/14/22	30.63		
US BANK	101	5305.101	Dues, Subscriptions, & Books	Nielsen 12/2022	12/14/22	104.93		
US BANK	102	5307.102	Other Commodities	Morris 12/2022	12/14/22	144.00		
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	551992	12/07/22	971.67	74378	998.11
USIC Locating Services, LLC	370	5457.370	CARS 2020 - Roe	551992	12/07/22	26.44		
US Postal Service	101	5208.101	Newsletter	45313	12/06/22	725.88	32801	725.88
Verizon Wireless	106	5202.106	Telephone	9921299330	12/07/22	40.01	74379	40.01
Watchmen Security Services, LLC	106	5210.106	Maintenace & Repair Building	71720	12/07/22		74380	27.00
Evergy	101	5201.101		2012 12/12/22	12/12/22	811.91		811.91
Evergy	101	5222.101	Traffic Signal Expense	12/5/22 X2	12/05/22	5,484.38	EFT	5,484.38
	106		Street Light Electric	12/5/22 X2	12/05/22	6,997.90		6,997.90
KPERS	101	2040.101	KPERS Accrued Employee	11/24/22 PR	12/05/22	2,481.49	EFT	2,481.49

KPERS	101	2040.101 KPERS Accrued Employee	11/24/22 PR	12/05/22	3,965.60 EFT	3,965.60
KPERS	101	2040.101 KPERS Accrued Employee	12/8/22 PR	12/08/22	2,537.21 EFT	2,537.21
KPERS	101	2040.101 KPERS Accrued Employee	12/8/22 PR	12/08/22	4,057.52 EFT	4,057.52
KPERS	101	2050.101 Insurance Withholding Payable	12/8/22 PR	12/08/22	121.85 EFT	121.85
KPERS	107	5131.107 KP&F City Contribution	11/24/22 PR	12/05/22	13.44 EFT	13.44
KP&F	101	2045.101 KP&F Employee Withholding Paya	ab 11/24/22 PR	12/05/22	2,462.28 EFT	2,462.28
KP&F	101	2045.101 KP&F Employee Withholding Paya	ab 11/24/22 PR	12/05/22	7,917.19 EFT	7,917.19
KP&F	101	2045.101 KP&F Employee Withholding Paya	ab 12/8/22 PR	12/08/22	2,614.97 EFT	2,614.97
KP&F	101	2045.101 KP&F Employee Withholding Paya	ab 12/8/22 PR	12/08/22	8,408.19 EFT	8,408.19
KP&F	101	2050.101 Insurance Withholding Payable	12/8/22 PR	12/08/22	39.83 EFT	39.83
Wex Bank	106	5302.106 Motor Fuels & Lubricants	5226 12/5/22	12/05/22	606.60 EFT	606.60
Wex Bank	102	5302.102 Motor Fuels & Lubricants	6429 12/5/22	12/05/22	2,419.42 EFT	2,419.42

\$ 566,966.00

Item Number: Consent Agenda- II.-B.

Committee 12/19/2022

Meeting Date:



City of Roeland Park Action Item Summary

Co Titl	bmitted By: emmittee/Department:
Re	ecommendation:
De	etails:
	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?
ΑT	TACHMENTS:
	Description Type
В	City Council Meeting Minutes December 5, 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, December 5, 2022, 6:00 P.M.

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

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

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

Pledge of Allegiance

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

Roll Call

City Clerk Nielsen called the roll. CMBR Brauer was absent and CMBR Dickens appeared virtually. All other Governing Body members were present. Staff members present were City Administrator Moody, City Attorney Mauer, Public Works Director Scharff, Police Chief Morris, and City Clerk Nielsen.

Modification of Agenda

There were no modifications to the agenda.

Public Hearing on TIF 4 Project Plan

Mayor Kelly opened the public hearing for the TIF 4 Project Plan following the Planning Commission's recommendation.

Linda Mau - Ms. Mau asked a number of questions wanting to know the amount of the proposed sales tax, what the City was giving away and what the developer was bringing to the table. She also wanted to know the amount of the TIF as well as deadlines and timelines. She also requested the information regarding the TIF and the project be sent to her. She suggested the City was giving away a lot and was concerned about what they were getting in return.

Mayor Kelly said that appreciated the questions being asked and they will be going through the matter during the meeting. He added that the Governing Body does not engage in back and forth during public comment portions of the meeting. Mayor Kelly said he and City Clerk Nielsen will follow up with Ms. Mau to make sure she has the information requested.

City Administrator Moody said the public hearings are not action items but need to be done before the Governing Body can take any action. They are providing an opportunity at this meeting for public

comment, and the Governing Body will use the feedback in their decision process. At the December 19th Council meeting, they will act on the TIF 4 and creation of the CID.

Mayor Kelly closed the public hearing.

Public Hearing - Creation of The Rocks CID

Mayor Kelly opened the public hearing. There was no public comment, and the hearing was closed.

I. Citizen Comments

There were no citizen comments.

II. Consent Agenda

- A. Appropriations Ordinance #1009
- B. Council Minutes November 21, 2022
- C. 2023 Cereal Malt Beverage Renewals

MOTION: CMBR MADIGAN MOVED AND CMBR HILL SECONDED TO APPROVE THE CONSENT AGENDA AS PRESENTED. (MOTION CARRIED 7-0.)

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

There was no Business from the Floor.

IV. Mayor's Report

No report was given.

V. Reports of City Liaisons and Committees

A. Aquatic Center Advisory Committee

Mike Calovich, Chair of the Aquatics Committee, provided a report to the Council. He noted that CMBRS Madigan and Brauer were also on the committee. Over the past few months, the committee has worked with Parks and Rec Superintendent Marshall to brainstorm on ideas for the Aquatics Center. There is a new emphasis on the improved asset of the pool, and they want to leverage it the best they can, and looking for ways to increase awareness and outreach.

Mr. Calovich noted that the pool has been fully repainted. The lifeguard process is also further along than it was at this time last year. They are having more recruiting drives and are on a better track to be fully staffed this year. They will also have their own certified lifeguards to provide swim lessons rather than having to contract those positions out.

The committee, along with Mr. Marshall, have been discussing special events and increasing programs for next year to generate more attendance and revenue as well as making the pool a destination spot.

The committee will be meeting next week where they will focus on setting policies and rates for next year as well as finalizing some programs for the citizens.

CMBR Madigan thanked Mr. Calovich for volunteering and all he does for the committee. He added that Mr. Marshall believes they will be able to upgrade the concession area and have a wider selection to offer to patrons.

B. MARC - Bike & Pedestrian (Jan Faidley)

CMBR Faidley's report is in the packet. She said the representative from the League of American Bicyclists was very interesting. She provided that information but is not sure that it would be worth investigating for Roeland Park to become a certified bicycle community. She said there is a challenge for cities on the maintenance of amenities and did not know if it is feasible for a city the size of Roeland Park.

C. Community Engagement

CMBR Dickens stated that planning for events must start early. The Community Engagement Committee is looking for volunteers. He said they have plenty of ideas, but the residents needs to get involved to make them happen. He said the Roeland Park community is very engaged and would like to see them get involved in their committee.

Mayor Kelly said they can have PIO Katie Garcia put that information out to their social media outlets.

VI. Unfinished Business

There was no Unfinished Business discussed.

VII. New Business

A. Accept Easement Dedications for Redhair Acres Final Plat

Mayor Kelly said the current owner would like to have their property platted so it is possible for them to obtain a building permit.

MOTION: CMBR FAIDLEY MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE ACCEPTANCE OF EASEMENT DEDICATIONS FOR REDHAIR ACRES FINAL PLAT. (THE MOTION CARRIED 7-0.)

B. Approve Rezoning Ordinance & Preliminary Development Plan for The Rocks Site

City Administrator Moody said the report in the packet is quite comprehensive regarding the EPC Mixed Use Development. The Planning Commission heard the request for rezoning and has recommended its approval by the Governing Body. There will be a final development plan forthcoming that will also be presented to the Planning Commission. Pending their recommendation, it will be forwarded to the Governing Body for approval in February. The final plat will be considered at the December 19th Council meeting.

MOTION: CMBR POPPA MOVED AND CMBR RAGLOW SECONDED TO APPROVE THE REZONING FROM CP-2 TO MXD, AND PRELIMINARY DEVELOPMENT PLAN FOR THE EPC MIXED USE DEVELOPMENT AT THE ROCKS. (THE MOTION CARRIED 7-0.)

C. Approve Policy for Filling Council Seat Vacancy

Mayor Kelly said the recommended process for filling a Council vacancy seat is before the Governing Body. The protest period for amending the charter ordinance change has ended. The procedure to fill a vacant Council seat was discussed at previous Workshop meetings.

CMBR Madigan stated during those discussions he brought up the issue of transparency. He said that during any election candidates must supply pertinent information for review and he would like to see that requirement in the proposed process. He asked when the Governing Body will find out who has applied.

City Administrator Moody responded that when the applications are forwarded to the committee, they will also be forwarded to the entire Governing Body. He anticipates the review and interview process followed by a committee recommendation to the Council to take 30-45 days. Confirmation will be done at a public meeting with a majority of the Councilmembers approving the selection.

CMBR Madigan asked if the public would know who has applied. Mayor Kelly responded it is not anticipated they will publicly supply all résumés, but they would be available in an Open Records request. CMBR Madigan said when they ran for office, their information was out there, and believes in transparency.

CMBR Faidley reiterated it was understood they would all receive the applications, cover letters, and résumés whether they were part of the committee or not. She said if someone is running for public office information the information should be available, but did not believe they need to advertise it.

CMBR Poppa thought they were going to put the applications in the packet with the committee's recommendation. He asked if it would only be the person being recommended.

City Administrator Moody said there was discussion at the Workshop of making the applications public, but the Governing Body did not reach a consensus as to that. The attached changes incorporated into the process are the ones directed by the majority of the Council during those Workshop discussions. He cautioned about listing people who want to serve but ultimately were not chosen, and that they do not want to make them feel like they are not appreciated, or their service is not desired.

Mayor Kelly also did not support putting all the information out there as he did not want to re-hash all of the individual applicants with the Governing Body after the recommendation by the committee, as this could possibly dissuade people from future involvement on the Council or even other committees where they do need volunteers. He does not want to deter people from continuing to seek involvement.

CMBR Madigan asked how this is different than them filing with the election board their information for candidacy and then losing that election. He said the wards have a right to know who is going to be their representative. He also added hopefully the people applying understand that only one can be selected in the process. He reiterated the information should be made public.

Mayor Kelly stated he is not in favor of making that information openly public.

CMBR Raglow also stated she was not in favor of having too much personal information out there. She is okay with releasing the names. For the sake of the process, she said this process is only to avoid a Council vacancy and to allow someone to fill that void until the next election.

CMBR Dickens stated he understands not putting out the information, but agrees with CMBR Madigan for releasing the names. He asked if it would be allowable to put the names in the agenda packet before a selection is approved.

CMBR Poppa said he sees some merit in what CMBR Madigan is saying, but is opposed to the idea of publicly speaking about residents and their qualifications. He does support the selection committee making a recommendation and for the public to be able to see the names of those who applied.

CMBR Rebne stated he agreed with the statements made by CMBR Poppa.

MOTION: CMBR MADIGAN MOVED AND CMBR POPPA SECONDED TO RECOMMEND MAKING THE NAMES

AND APPLICATIONS PUBLIC FOR THOSE SEEKING A VACANT COUNCIL SEAT. (MOTION

WITHDRAWN)

MOTION: CMBR MADIGAN MOVED AND CMBR RAGLOW SECONDED TO AMEND THE MOTION TO ONLY

PUBLISH THE NAMES OF THOSE SEEKING A VACANT COUNCIL SEAT. (MOTION CARRIED 7-0.)

MOTION: CMBR DICKENS MOVED AND CMBR POPPA SECONDED TO APPROVE THE FORMAL PROCEDURE

TO FILL A VACANT COUNCIL SEAT AS AMENDED. (THE MOTION CARRIED 7-0.)

D. Leave of Absence Request

Police Chief Morris stated that Officer Foley will be deployed by the National Guard for a year beginning in January. He would like a leave of absence before deployment to take care of personal business, but does not have enough vacation or other time available. The requested leave would begin December 20th.

Mayor Kelly said they are proud of Officer Foley's service and wished him safety, good health, and a quick return to Roeland Park. He said he recognizes his incredible sacrifice and thanked him for that.

MOTION: CMBR HILL MOVED AND CMBR MADIGAN SECONDED TO APPROVE THE LEAVE OF ABSENCE

REQUEST FOR OFFICER FOLEY BEFORE HIS MILITARY DEPLOYMENT IN JANUARY 2023. (THE

MOTION CARRIED 7-0.)

VIII. Ordinances and Resolutions

There were no ordinances or resolutions presented.

IX. Reports of City Officials

A. City Clerk's Report

City Clerk Nielsen reminded everyone of the Holiday Family Adoption. They are accepting non-perishable food items. Anyone interested in the wish list of items needed is encouraged to email her and she will send that out.

B. City Administrator's Report

City Administrator Moody said they have been gathering information for timelines and costs on pour-in-place protection for the R Park playground. They did get a price for artificial turf with an install for April which does not help them. They will be presenting the information and options to the Parks and Trees Committee for their consideration and recommendations. They were hoping to have a final play surface this year, but it does not look promising.

C. Police Chief's Report

Police Chief Morris comments made away from microphone.

Mayor Kelly said they had two great events, the Christmas tree lighting and the staff holiday party. He thanked City Clerk Nielsen for putting that together and stated she always does a beautiful job.

(Applause)

Mayor Kelly also thanked the staff at the Community Center as well as their new Santa Claus. He said it is always a pleasure spending time with everyone.

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

(Roeland Park City Council Meeting Adjourned at 6:41 p.m.)

Kelley Nielsen, City Clerk	Mike Kelly, Mayor	

Item Number: New Business- VIII.-A.

Committee 12/19/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/15/2022 Submitted By: Keith Moody

Committee/Department: Admin.

Title: Ordinance 1036 - Approving TIF 4 Project Plan (5 min)

Item Type: Other

Recommendation:

A public hearing as required per state statute was held on 12/5/22 concerning approval of a TIF 4 Project Plan. This provided the public an opportunity to share opinions on the subject. The Planning Commission did make a finding of consistency between the TIF 4 Project Plan and the Comprehensive plan (attached are the minutes from that meeting). Staff recommends approval of the TIF 4 Project Plan.

Details:

The attached ordinance provides for adoption of the TIF 4 Project Plan (also attached) in support of the EPC mixed use project at The Rocks. The ordinance requires 2/3rds majority support to pass.

Attached is a memo from Columbia Capital (special development counsel) providing an overview of the TIF project plan approval process as well as summarizing the use of TIF proceeds on this project. Also attached is the Financial Analysis of the EPC project which assesses the need for incentives to make the project worth the risk for the developer. Columbia Capital's analysis concludes that the incentives are warranted and are not elevating returns above the market for this type of mixed-use development (page 7 of the report). They also find per statutory requirements that the Plan's benefits and TIF revenue are expected to exceed or be sufficient to pay for the Plan's project costs.

The MOU executed between EPC and the City (attached, section 7) contemplates the use of IRB's, a CID sales tax and the use of TIF to provide incentives that total up to 25% of the total project cost. The development agreement Council will be considering later on this agenda also reflects the use of IRB's for sales tax exemption, a CID and TIF incentive tools in support of this project.

TIF is not property tax abatement or tax exemption. Properties within a TIF district pay property taxes consistent with any other property. The increase in the property taxes collected on a property after redevelopment are however deposited into a special fund which is used to (in this case) reimburse a developer for authorized expenses associated with redevelopment of the site. The TIF 4 Project Plan reflects land, site grading, utilities, landscaping, retaining walls, streets, sidewalks, storm drainage and parking as the authorized expenses eligible for reimbursement. The apartments and retail buildings are not eligible for reimbursement. The structured and surface parking will make up the majority of the eligible costs.

Financial Impact

Amount of Request: \$16.4 million in TIF Proceeds Estimated over the 20-year life of the TIF		
Budgeted Item?	Budgeted Amount:	
Line Item Code/Description:		

Additional Information

This is a pay as you go TIF, the City will not issue TIF Bonds, the developer will be reimbursed from TIF proceeds as they are collected each year. Incentives are capped at 25% of total project costs.

Link to EPC Preliminary Development Plan:

https://www.roelandpark.org/DocumentCenter/View/4978/Roeland-Park PrelimDevelopmentPlan COMBINED revised-221101-PM?bidId=

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

	Description	Type
D	Ordinance 1036 Approving the TIF 4 Project Plan	Cover Memo
D	TIF4 Project Plan	Cover Memo
D	Columbia Capital Financial Analysis of TIF 4 Project Plan	Cover Memo
D	EPC Presentation on Development Proposal	Cover Memo
D	Columbia Capital Memo on Public Hearings	Cover Memo
D	10-18-22 Planning Commission Meeting Minutes	Cover Memo
D	Planning Commission Finding of Consistency Staff Report	Cover Memo
D	MOU for The Rocks Site with EPC	Cover Memo

ORDINANCE NO. 1036

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS MAKING FINDINGS, ADOPTING A REDEVELOPMENT PROJECT PLAN PURSUANT TO K.S.A. 12-1770 ET SEQ., AND AMENDMENTS THERETO.

- **WHEREAS,** pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended (the "Act"), the City of Roeland Park, Kansas (the "City") is authorized to establish redevelopment districts within an "eligible area," as said term is defined in the Act; and
- **WHEREAS,** the City Council (the "Governing Body") adopted Resolution No. 695 on January 18, 2022, calling for a public hearing considering the establishment of a redevelopment district to be held by the Governing Body on February 21, 2022; and
- **WHEREAS,** notice of the public hearing on establishment of a redevelopment district was given as required by the Act; and
- **WHEREAS,** a public hearing on establishment of a redevelopment district was held on February 21, 2022; and
- **WHEREAS**, the City, by the passage of Ordinance No. 1027 on February 21, 2022, (i) made findings as to the real property described in **Exhibits A** and **B** hereto being an "enterprise zone," as defined in the Act, and (ii) created a redevelopment district (the "Redevelopment District") consisting of one redevelopment project area (the "Project Area"); and
- **WHEREAS**, the City is considering the adoption of a redevelopment project plan entitled The Rocks Site Tax Increment Financing Redevelopment Project Plan (the "Project Plan") which provides for the redevelopment of the Project Area; and
- **WHEREAS,** on October 18, 2022, the Planning Commission of the City made a finding that the Project Plan is consistent with the intent of the City's comprehensive plan for the development of the City; and
- WHEREAS, a copy of the Project Plan was delivered by the City to the Board of County Commissioners of Johnson County and to the Board of Education of Unified School District No. 512; and
- **WHEREAS,** the Governing Body adopted Resolution No. 699 on October 24, 2022, calling for a public hearing considering the adoption of the Project Plan to be held by the Governing Body on December 5, 2022; and
- **WHEREAS,** notice of a public hearing on adoption of the Project Plan was given as required by the Act; and
- **WHEREAS,** the public hearing on adoption of the Project Plan was held on December 5, 2022; and
- **WHEREAS,** the Development Agreement (the "Development Agreement") between the City and EPC Real Estate Group, LLC, a Kansas limited liability company (the "Developer"), has been presented for consideration in connection with the Project Plan.

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

- **Section 1.** The Governing Body hereby finds that all required notices and publications relating to the Redevelopment District and Project Plan were made in conformance with the Act.
- **Section 2.** The Governing Body hereby adopts the Project Plan, which governs redevelopment of the real property in the Project Area, which is shown on **Exhibit A** and legally described on **Exhibit B**.
- **Section 3.** The Governing Body finds and determines that, based on factual representations made by the Developer, the Project Plan does not require a relocation assistance plan under the Act.
- **Section 4.** The Mayor, City Administrator, City Clerk and other officials and employees of the City are hereby authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.
- **Section 5.** This Ordinance shall take effect and be in force from and after its passage by a 2/3 vote of the Governing Body, its publication once in the official City newspaper, and the date of **May 1**, 2025.

[Balance of page intentionally left blank]

PASSED by no less than two-thirds of the Governing Body on December 19, 2022.

SIGNED by the Mayor on December 19, 2022.

	By: Mike Kelly, Mayor	
(SEAL)	Mike Kelly, Mayor	
ATTEST:		
By:		
Kelley Nielson, City Clerk		
APPROVED AS TO FORM:		
Steve E. Mauer, City Attorney		

TIF Project Plan Ordinance

EXHIBIT A

MAP OF REDEVELOPMENT DISTRICT AND PROJECT AREA

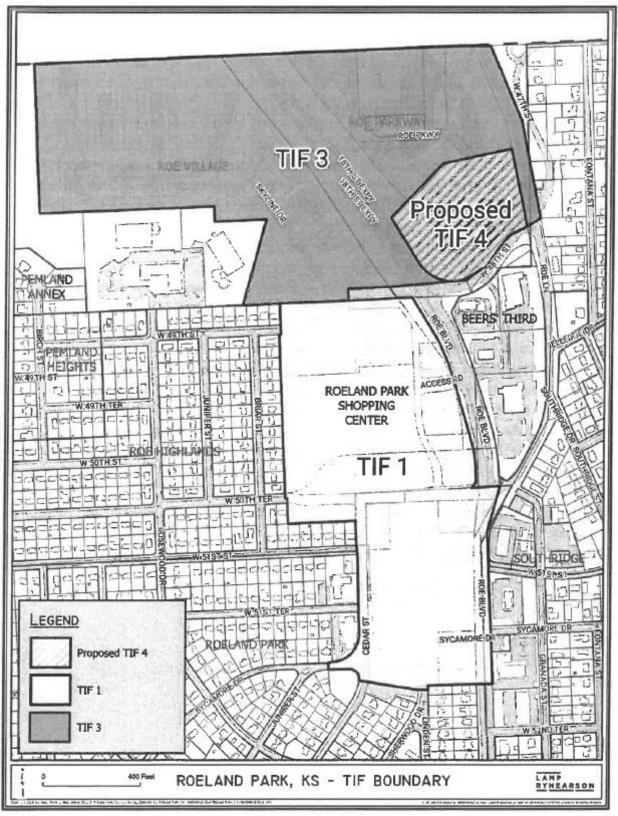


EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT AND PROJECT AREA

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

Commencing at the Northeast corner of the Northwest Quarter of said Section 4; thence South 2°31'58" East, along the East line of the Northwest Quarter of said Section 4, a distance of 594.35 feet to the Point of Beginning; thence North 78°00'03" East, departing the East line of the Northwest Quarter of said Section 4, a distance of 247.12 feet to a point on the Western right-of-way line of Roe Lane, as now established; thence South 12°03'57" East, along the Western right-of-way line of said Roe Lane, a distance of 317.23 feet to a point of intersection in the Western right-of-way line of said Roe Lane; thence South 12°03'57" East, departing the Western right-of-way line of said Roe Lane, a distance of 100.00 feet; thence South 63°47'03" West a distance of 79.73 feet; thence Southwesterly, along a curve to the left that is non-tangent with the exit of the last described course, having a radius of 300.00 feet, a central angle of 25°01'43", and an arc distance of 131.05 feet to a point on the Northwestern right-of-way line of W. 48th Street, as now established; thence along the Northwestern right-of-way line of said W. 48th Street the following (5) courses: 1) Southwesterly along a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 38°45'18" West, a radius of 300.00 feet, a central angle of 1°58'16", and an arc distance of 10.32 feet; 2) South 36°46'32" West a distance of 112.40 feet; 3) South 52°33'03" West a distance of 4.61 feet; 4) Southwesterly along a curve to the right that in non-tangent with the exit of the last described course, having an initial tangent bearing of South 43°02'55" West, a radius of 210.00 feet, a central angle of 19°00'11", and an arc distance of 69.65 feet; 5) South 52°33'03" West a distance of 34.42 feet to the intersection with the Northeastern right-of-way line of Roe Boulevard, as now established; thence along the Northeastern right-of-way line of said Roe Boulevard the following three (3) courses: 1) North 20°45'27" West a distance of 8.36 feet; 2) Westerly and Northwesterly along a curve to the right that in non-tangent with the exit of the last described course, having a radius of 210.00 feet, a central angle of 76°28'50", and an arc distance of 280.32 feet; 3) thence North 32°26'59" West a distance of 275.64 feet; thence North 44°06'13" East, departing the Northeastern right-of-way line of said Roe Boulevard, a distance of 396.21 feet; thence North 78°00'03" East a distance of 126.88 feet to the Point of Beginning, Containing 322,276 square feet, or 7.40 acres, more or less.

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

This description prepared by: Kellan M. Gregory, KS PLS #1577 Lamp Rynearson 9001 State Line Road Kansas City, Missouri 64114 Kansas CLS-350 CITY OF ROELAND PARK, KANSAS
REDEVELOPMENT DISTRICT NO. 4

THE ROCKS SITE
NE CORNER OF 48TH AND ROE AVE

TAX INCREMENT FINANCING REDEVELOPMENT PROJECT PLAN

TABLE OF CONTENTS

I.	Introduction	1
II.	Project Description	1
III.	Redevelopment Project Costs	2
IV.	Summary of Feasibility Study	4
V.	Relocation Assistance Plan	5
VI.	Conclusion	6

Exhibit A Legal Description and Project Area Map

Exhibit B District Ordinance

Exhibit C Estimated Project Costs

Exhibit D Site Plan

Exhibit E Estimated Calculation of TIF Revenues

I. INTRODUCTION

Pursuant to the Kansas Tax Increment Financing Act, K.S.A. 12-1770 *et seq.*, as amended (the "TIF Act"), Kansas municipalities are authorized to establish redevelopment districts and tax increment financing ("TIF") redevelopment project plans for property within their jurisdiction. Redevelopment districts may be created in certain eligible areas, including property determined to be an "enterprise zone" (as defined in the TIF Act).

On February 21, 2022, the City Council of the City of Roeland Park, Kansas (the "City"), after conducting a duly noticed public hearing, found that the Property (defined herein) is located within an enterprise zone. Based in part on this finding, the City established the Property as a redevelopment district with a single project area.

In accordance with the TIF Act, RP Developers, LLC, a Kansas limited liability company, (the "Developer") has delivered this project plan (the "Plan") to the City. This Plan contemplates the development of a mixed-use development containing a multifamily community consisting of approximately 285 units, approximately 3,500 square feet of retail/restaurant space, parking improvements, and other various site amenities and improvements on the Property, all as further described herein.

II. PROJECT DESCRIPTION

A. The Developer

RP Developers, LLC c/o Brendon O'Leary EPC Real Estate Group 8001 Metcalf Ave. Ste #300 Overland Park, KS 66204

B. The Property

The proposed redevelopment project described herein and in the Development Agreement (defined herein) (the "Project") encompasses approximately six (6) acres generally located at the northeast corner of 48th St. and Roe Ave (the "Property"; see Project area map and legal description of the Property attached as **Exhibit A**). Developer has filed an application requesting that Property be rezoned MXD to enable the Project to be constructed.

C. The Project

The Property is included within the redevelopment district (the "Redevelopment District") approved by the City Council of the City on February 21, 2022, by Ordinance No. 1027

(the "District Ordinance," attached hereto as **Exhibit B**). The City's Public Works facility is currently located on the northern portion of the Property. The remainder of the Property is undeveloped.

In accordance with the Redevelopment District plan set forth in the District Ordinance, the Redevelopment District contains one project area contiguous with the boundaries of the Redevelopment District and devoted to the construction of a mixed-use development consisting of some or all of the following uses and improvements, without limitation: one or more commercial or residential facilities and all related infrastructure improvements, consisting of an approximately 296,000 square foot multifamily community containing approximately 285 units and an approximately 3,500 square foot retail/restaurant space, including site work, parking facilities, storm water, streets, sidewalks, sanitary sewers, water lines, gas lines, electric lines, landscaping, rock excavation, grading, retaining walls, and all related expenses to redevelop and finance the Project, and all other associated public and private infrastructure and other items allowable under the Act (collectively, as set forth in more detail on **Exhibit C**, the "Developer Improvements"). The proposed site plan depicting the Developer Improvements is attached hereto as **Exhibit D**.

D. Project Schedule

Construction of the Developer Improvements is expected to commence in the third quarter of 2023. Completion of the Developer Improvements is expected by the end of 2025.

III. REDEVELOPMENT PROJECT COSTS

A. Project Financial Overview

The Developer estimates that the total cost of the Developer Improvements is approximately \$75 million (excluding sales tax as a result of the City's issuance of industrial revenue bonds proposed by Developer) as set forth in detail in **Exhibit C**. Developer will initially finance the costs of acquiring and constructing the Project, and a portion of such costs will be reimbursed to Developer on a pay-as-you-go basis from TIF revenues, subject to the TIF Cap (defined below) and certain other requirements and agreements contained in the Development Agreement.

The Developer's projections estimate that the Redevelopment District will generate approximately \$16,500,000 of revenues that may be used to reimburse the Developer for Project costs that are "redevelopment project costs" as defined by the TIF Act and pursuant to the terms of the Development Agreement (the "Development Agreement") to be entered into between the City and the Developer (the "Reimbursable Expenditures"), as shown in **Exhibit C**. Per the TIF Act, the collection of TIF revenues for payment of Reimbursable Expenditures is limited to 20 years following the effective date of this Plan, or such shorter period as set forth in the Development Agreement.

B. <u>TIF Financing for the Project</u>

1. TIF Act

The TIF Act allows for TIF revenues to be generated from both incremental ad valorem property taxes and sales taxes. However, the TIF revenues will only be generated from one hundred percent (100%) of the Project's TIF-eligible incremental ad valorem property taxes, and no TIF revenues will be generated by sales tax.

2. Amount of Requested Reimbursable Expenditures

The Developer will advance all costs of construction of the Project. The Developer is requesting that the City reimburse the Developer for certain Reimbursable Expenditures subject to the terms of the following paragraph and the limitations set forth in the Development Agreement (the "TIF Cap"). The City and Developer acknowledge that the amount reimbursed for the cost of relocating an electrical duct bank, as more specifically described in the Development Agreement, shall not count towards calculating the limitation on reimbursement of Reimbursable Expenditures to Developer set by the TIF Cap. A projection of such Reimbursable Expenditures is shown in the column labeled "Requested TIF Reimbursement" in the Exhibit C. The City shall be entitled to collect an administrative fee in an amount set forth in the Development Agreement. The City's administrative fee shall not decrease or be applied against the TIF Cap.

The costs in the "Requested TIF Reimbursement" column in **Exhibit C** are the only types of expenditures for which TIF reimbursement may be paid to Developer. However, the amounts listed in **Exhibit C** are not intended to be caps on each eligible line item in **Exhibit C**; rather, Developer may be reimbursed with TIF proceeds for any statutorily allowable TIF eligible cost within any of such eligible line items, all subject to the terms of the Development Agreement.

3. Funding of Costs and Methodology for Reimbursement

The Developer will be reimbursed for Reimbursable Expenditures up to the TIF Cap, subject to the terms of Section III.B.2. above and the Development Agreement. The Reimbursable Expenditures will be paid to Developer from 100% of the eligible incremental real property taxes (less the City administrative fee described in Section III.B.2. above) generated by the Project until the earlier of (a) reimbursement paid to the Developer in the amount of the TIF Cap, or (b) 20 years from the effective date of this Plan. If Developer is fully reimbursed in the amount of the TIF Cap prior to the 20th anniversary of the effective date of this Plan, the City may continue utilizing incremental real property taxes captured by the Redevelopment District to finance Reimbursable Expenditures in accordance with the TIF Act.

The Developer will be reimbursed from TIF revenues on a pay-as-you-go basis. No special obligation or general obligation bonds will be issued by the City in relation to the Project unless the City elects to do so in its sole discretion.

That portion of the total Project costs not reimbursed by TIF revenues will be funded by the Developer through private debt or equity.

IV. SUMMARY OF FEASIBILITY STUDY

K.S.A. 12-1770a(k), as amended, requires that before any redevelopment project is undertaken, a feasibility study must be completed. The feasibility study must demonstrate that the redevelopment project's benefits and tax increment revenue and other available revenues under K.S.A. 12-1774(a)(1), as amended, are expected to exceed or be sufficient to pay for the redevelopment project's costs. The City's financial advisor, Columbia Capital Management, LLC, prepared the feasibility study, as summarized below:

RP Developers, LLC, a Kansas limited liability company (the "Developer"), requests the City of Roeland Park ("City") approve a tax increment financing project plan at the northeast corner of 48th St. and Roe Ave (the "Plan"). The Plan would be part of a tax increment financing district created by the City in February 2022 (the "District") having boundaries coterminous with the project plan and would result in the development of a mixed-use development containing a multifamily community consisting of approximately 285 units, approximately 3,500 square feet of retail/restaurant space, parking improvements, and other various site amenities and improvements (the "Project"). According to the records of the Kansas Secretary of State, the Developer is in good standing as of October 13, 2022.

The Plan contemplates the capture of tax increment financing ("TIF") incremental property taxes within the District to reimburse eligible project costs in a pay-as-you-go structure. As a result, the Developer will be responsible initially for the financing of the Project in its entirety. The City reports its intention to limit total incentives to 25% of the costs of the Project. In addition to TIF, the Project contemplates the City's issuance of one or more series of taxable industrial revenue bonds to provide a sales tax exemption on construction materials and the creation of a coterminous community improvement district ("CID") to impose an additional two (2) cent sales tax within the District. The Developer reports a \$76,749,377 total development cost for the Project (before incentives).

Based upon information provided to us by the Developer, the sources of the funds for the Project are as follows:

SOURCE	
Developer/Bank Loans	\$ 48,647,486
Developer/Equity	25,952,493
Estimated Sales Tax Exemption	2,149,398
TOTAL SOURCES OF FUNDS	\$ 76,749,377

Over the life of the Project, the Developer anticipates CID proceeds will be produced in the amount of approximately \$1,000,000 and TIF proceeds will be produced in the amount of approximately \$16,443,129. The Developer anticipates reimbursement of eligible Project costs from a combination of such TIF and CID proceeds, all subject to the 25% public-to-private ratio referenced above.

Based upon our review of the information provided by the Developer, we find the following:

- the estimated costs of the Project are \$76,749,377
- the costs of the Project will be initially paid through a combination of Developer equity and private financing totaling at least \$74,599,979, with approximately \$2,149,398 in sales tax exemptions offsetting a portion of the Project cost
- the Developer expects to receive approximately \$17.4 million in TIF and CID proceeds over time to offset its development costs, with the amount of incentives (TIF, CID and sales tax exemption) limited by contract to approximately 25% of actual development costs, which is estimated, without limitation, at approximately \$19.1 million.

As such, the Plan's benefits and TIF revenue and other available revenues under subsection (a)(1) of K.S.A. 12-1774, and amendments thereto, are expected to exceed or be sufficient to pay for the Plan's project costs. The Plan will have no effect on any outstanding special obligation bonds payable from the revenues described in K.S.A. 12-1774(a)(1)(D), and amendments thereto.

V. RELOCATION ASSISTANCE PLAN

No businesses or occupants will be relocated as a result of this redevelopment which require relocation assistance. The City's Public Works facility will be relocated from the Property to an alternative location at the City's expense.

VI. CONCLUSION

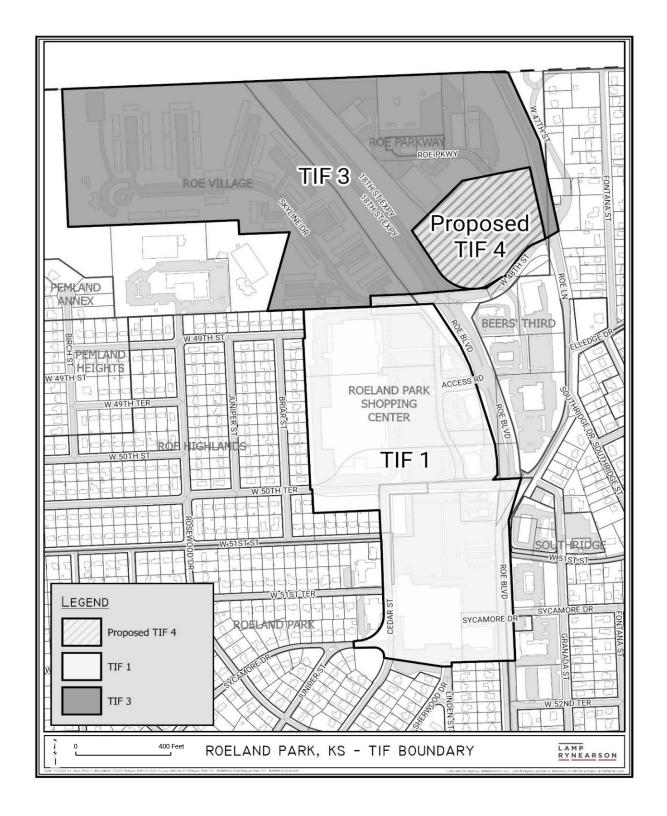
Based on the foregoing, the Plan proposes to utilize a portion of the incremental real property taxes to finance the Reimbursable Expenditures of the Project. More specific terms and conditions related to the City's obligation to reimburse the Developer shall be set forth in a Development Agreement to be entered into by the City and the Developer contemporaneously with the City's approval of this Plan.

The Developer hereby submits this Plan for public hearing and due consideration in accordance with the TIF Act.

[Balance of page intentionally left blank]

EXHIBIT A

LEGAL DESCRIPTION AND PROJECT AREA MAP



Legal description:

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

Commencing at the Northeast corner of the Northwest Quarter of said Section 4; thence South 2°31'58" East, along the East line of the Northwest Quarter of said Section 4, a distance of 594.35 feet to the Point of Beginning; thence North 78°00'03" East, departing the East line of the Northwest Quarter of said Section 4, a distance of 247.12 feet to a point on the Western right-of-way line of Roe Lane, as now established; thence South 12°03'57" East, along the Western right-of-way line of said Roe Lane, a distance of 317.23 feet to a point of intersection in the Western right-of-way line of said Roe Lane; thence South 12°03'57" East, departing the Western right-of-way line of said Roe Lane, a distance of 100.00 feet; thence South 63°47'03" West a distance of 79.73 feet; thence Southwesterly, along a curve to the left that is non-tangent with the exit of the last described course, having a radius of 300.00 feet, a central angle of 25°01'43", and an arc distance of 131.05 feet to a point on the Northwestern right-of-way line of W. 48th Street, as now established; thence along the Northwestern right-of-way line of said W. 48th Street the following (5) courses: 1) Southwesterly along a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 38°45'18" West, a radius of 300.00 feet, a central angle of 1°58'16", and an arc distance of 10.32 feet; 2) South 36°46'32" West a distance of 112.40 feet; 3) South 52°33'03" West a distance of 4.61 feet; 4) Southwesterly along a curve to the right that in non-tangent with the exit of the last described course, having an initial tangent bearing of South 43°02'55" West, a radius of 210.00 feet, a central angle of 19°00'11", and an arc distance of 69.65 feet; 5) South 52°33'03" West a distance of 34.42 feet to the intersection with the Northeastern right-of-way line of Roe Boulevard, as now established; thence along the Northeastern right-of-way line of said Roe Boulevard the following three (3) courses: 1) North 20°45'27" West a distance of 8.36 feet; 2) Westerly and Northwesterly along a curve to the right that in non-tangent with the exit of the last described course, having a radius of 210.00 feet, a central angle of 76°28'50", and an arc distance of 280.32 feet; 3) thence North 32°26'59" West a distance of 275.64 feet; thence North 44°06'13" East, departing the Northeastern right-of-way line of said Roe Boulevard, a distance of 396.21 feet; thence North 78°00'03" East a distance of 126.88 feet to the Point of Beginning. Containing 322,276 square feet, or 7.40 acres, more or less.

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

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

EXHIBIT B

DISTRICT ORDINANCE

(Published in *The Legal Record* on March 1, 2022)

ORDINANCE NO. 1027

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF ROELAND PARK, KANSAS MAKING FINDINGS AND ESTABLISHING A REDEVELOPMENT DISTRICT PURSUANT TO K.S.A. 12-1770 ET SEQ., AND AMENDMENTS THERETO.

WHEREAS, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended (the "Act"), the City of Roeland Park, Kansas (the "City") is authorized to establish redevelopment districts within a defined area of the City which is an area within the City that was designated as an enterprise zone prior to July 1, 1992, and is therefore an "eligible area" as said term is defined in the Act; and

WHEREAS, the City Council (the "Governing Body") adopted Resolution No. 695 on January 18, 2022, calling for a public hearing considering the establishment of a redevelopment district to be held by the Governing Body on February 21, 2022; and

WHEREAS, notice of the public hearing was given as required by the Act; and

WHEREAS, the public hearing was opened on February 21, 2022, and closed on the same date.

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

- **SECTION 1.** The Governing Body hereby finds that the real property described in **Exhibits A** and **B** (the "Redevelopment District") attached hereto is an eligible area for being designated as a redevelopment district pursuant to the Act because the real property is an area within the City that was designated as an enterprise zone prior to July 1, 1992.
- **SECTION 2.** The Governing Body hereby finds that the real property described in **Exhibits A** and **B** is the same real property designated in the notice of public hearing given as required by the Act and Resolution No. 695.
- **SECTION 3.** The Governing Body hereby finds that the conservation, development or redevelopment of the Redevelopment District is necessary to promote the general and economic welfare of the City.
- **SECTION 4.** The Governing Body hereby establishes the Redevelopment District, which shall consist of a single project area, depicted on the map attached hereto as **Exhibit A**. The district plan is hereby approved, and consists of buildings and facilities to be constructed within the Redevelopment District generally described as follows:

A redevelopment district containing up to two project areas consisting of some or all of the following uses: one or more commercial or residential facilities and all related infrastructure improvements, including site work, parking facilities, storm water, streets, sidewalks, traffic signals, sanitary sewers, water lines, gas lines, electric lines, landscaping, rock excavation, grading, retaining walls, and all related expenses to redevelop and finance the project, and all other associated public and private infrastructure and other items allowable under the Act.

SECTION 5. This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

PASSED by the Governing Body and SIGNED by the Mayor this February 21, 2022.

Mike Kelly, Mayor

(SEAL)

Kelley Nielsen, City Clerk

Steve E. Mauer, City Attorney

EXHIBIT A MAP OF REDEVELOPMENT DISTRICT

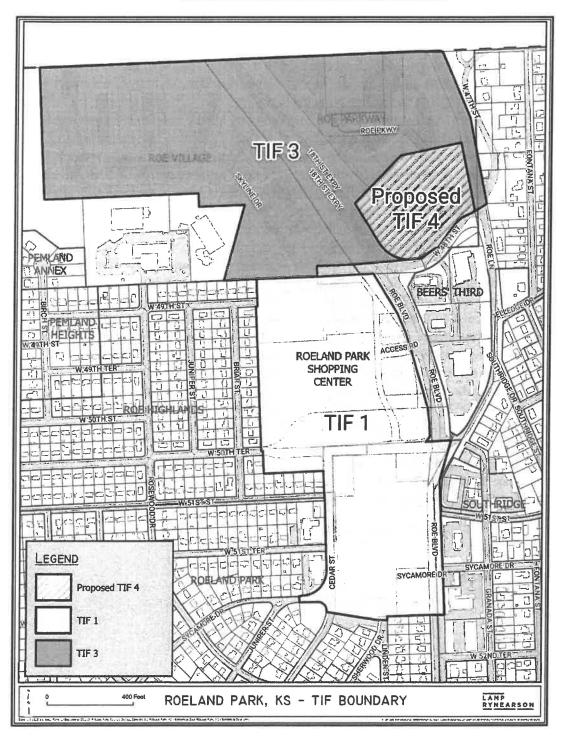


EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT

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

Commencing at the Northeast corner of the Northwest Quarter of said Section 4; thence South 2°31'58" East, along the East line of the Northwest Quarter of said Section 4, a distance of 594.35 feet to the Point of Beginning; thence North 78°00'03" East, departing the East line of the Northwest Quarter of said Section 4, a distance of 247.12 feet to a point on the Western right-of-way line of Roe Lane, as now established; thence South 12°03'57" East, along the Western right-of-way line of said Roe Lane, a distance of 317.23 feet to a point of intersection in the Western right-of-way line of said Roe Lane; thence South 12°03'57" East, departing the Western right-of-way line of said Roe Lane, a distance of 100.00 feet; thence South 63°47'03" West a distance of 79.73 feet; thence Southwesterly, along a curve to the left that is non-tangent with the exit of the last described course, having a radius of 300.00 feet, a central angle of 25°01'43", and an arc distance of 131.05 feet to a point on the Northwestern right-of-way line of W. 48th Street, as now established; thence along the Northwestern right-of-way line of said W. 48th Street the following (5) courses: 1) Southwesterly along a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 38°45'18" West, a radius of 300.00 feet, a central angle of 1°58'16", and an arc distance of 10.32 feet; 2) South 36°46'32" West a distance of 112.40 feet; 3) South 52°33'03" West a distance of 4.61 feet; 4) Southwesterly along a curve to the right that in non-tangent with the exit of the last described course, having an initial tangent bearing of South 43°02'55" West, a radius of 210.00 feet, a central angle of 19°00'11", and an arc distance of 69.65 feet; 5) South 52°33'03" West a distance of 34.42 feet to the intersection with the Northeastern right-of-way line of Roe Boulevard, as now established; thence along the Northeastern right-of-way line of said Roe Boulevard the following three (3) courses: 1) North 20°45'27" West a distance of 8.36 feet; 2) Westerly and Northwesterly along a curve to the right that in non-tangent with the exit of the last described course, having a radius of 210.00 feet, a central angle of 76°28'50", and an arc distance of 280.32 feet; 3) thence North 32°26'59" West a distance of 275.64 feet; thence North 44°06'13" East, departing the Northeastern right-of-way line of said Roe Boulevard, a distance of 396.21 feet; thence North 78°00'03" East a distance of 126.88 feet to the Point of Beginning. Containing 322,276 square feet, or 7.40 acres, more or less.

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

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

EXHIBIT C

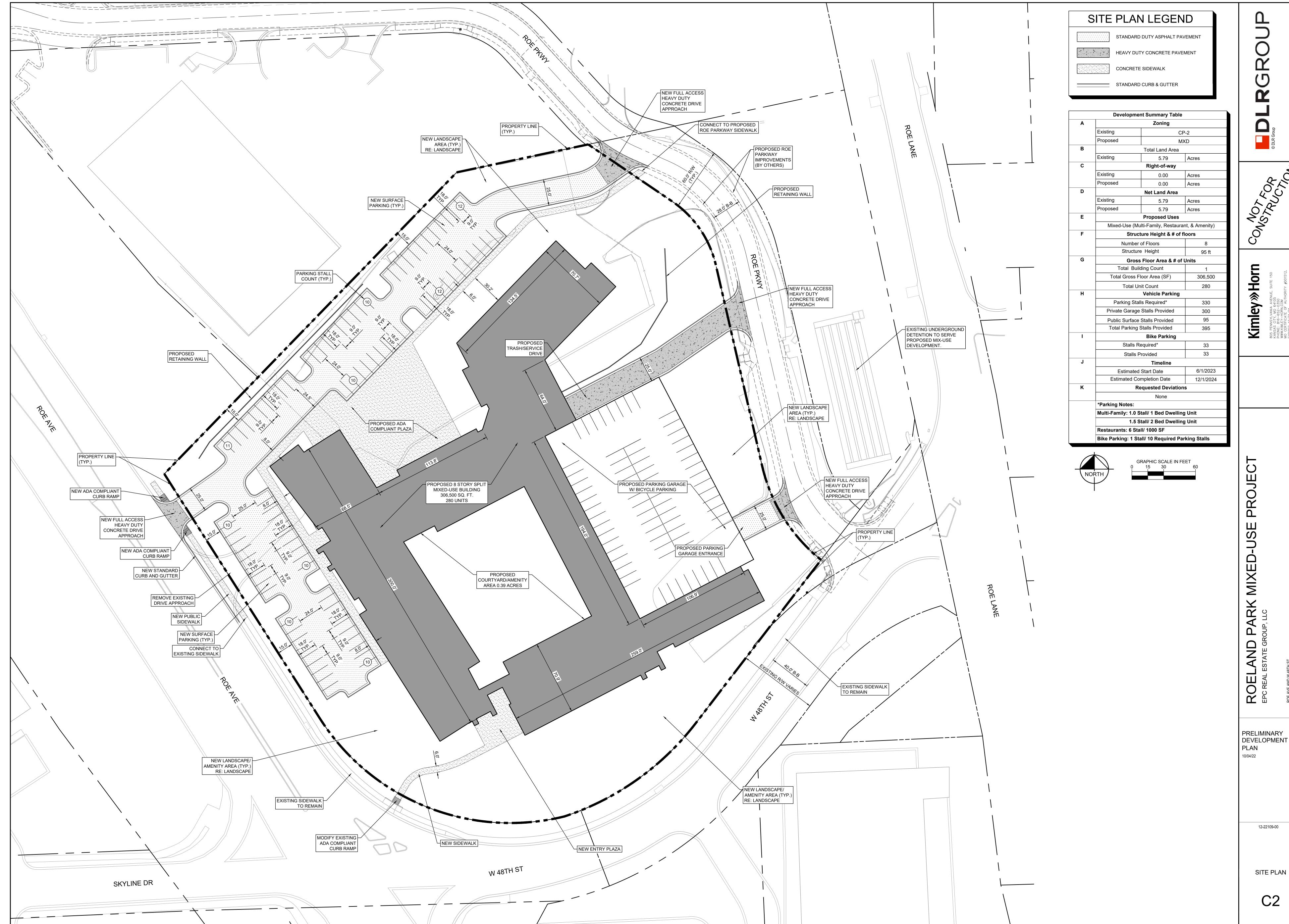
ESTIMATED PROJECT COSTS

Rocks Site With Incentives 10/14/2022

•	TIF Development F	Rudaet			10/14/2022
	ili Developilielit L			_	
i					
			imbursement		Private
	REAL PROPERTY ACQUI	SITION			
_	2 452 222	4	2 452 222	1 4	
					-
\$	60,000	\$	60,000	\$	=
\$	3,510,000	\$	3,510,000	\$	-
=	, ,		, ,	-	
	HARD COSTS				
					46,558,073
					-
\$	53,334,073	\$	6,776,000	Ş	46,558,073
\$	250,000	\$			
\$	550,000	\$			-
\$	4,115,200	\$	4,115,200	\$	-
\$	4,915,200	\$	4,915,200	\$	-
-					
\$	1,333,352	\$	-	\$	1,333,352
Ś	59.582.625	Ś	11.691.200	Ś	47,891,425
		<u> </u>	,,		,
	SOFT COSTS				
Ġ	2 220 984	¢	557 711	Ġ	1,663,273
Ÿ	2,220,304	7	337,711	Y	1,000,270
\$	4,641,680	\$	1,165,573	\$	3,476,108
				•	
\$	250,000	\$	-	\$	250,000
\$	81,000	\$	-	\$	81,000
\$	356,059	\$	•	\$	356,059
_	2-2-2-2			1 4	
\$	250,000	\$	-	Ş	250,000
ė	35 000	ċ		Ċ	25,000
Ą	23,000	ş		ş	25,000
\$	5,080,144	\$	1,061,741	\$	4,018,404
				-	
\$	387,146	\$	-	\$	387,146
\$	(1,784,659)			\$	(1,784,659)
\$	11,507,354	\$	2,785,025	Ş	8,722,330
1		\$	17,986,225		
\$	74,599,979	\$	17,986,225	\$	56,613,754
\$ \$	74,599,979 76,749,377	\$	17,986,225		56,613,754
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 3,450,000 \$ 60,000 \$ 60,000 \$ 46,558,073 \$ 46,558,073 \$ 6,776,000 \$ 53,334,073 \$ 250,000 \$ 4,115,200 \$ 4,915,200 \$ 1,333,352 \$ 59,582,625 \$ SOFT COSTS \$ 2,220,984 \$ 4,641,680 \$ 250,000 \$ 356,059 \$ 356,059 \$ 1,337,146 \$ 1,784,659	Total Cost Real PROPERTY ACQUISITION \$ 3,450,000 \$ \$ 60,000 \$ \$ 60,000 \$ \$ \$ 60,000 \$ \$ \$ 60,776,000 \$ 60,776,000 \$ \$ 60,776,000 \$ \$ 60,776,000 \$ \$ 60,776,000 \$ \$ 60,776,000 \$ \$ 60,776,000 \$ \$ 60,776,000 \$ \$ 60,776,000 \$ \$ 60,776,000 \$ \$ 60,776,000 \$ 60,776,00	Requested TIF Reimbursement	Requested TIF Reimbursement

EXHIBIT D

SITE PLAN



SITE PLAN

EXHIBIT E

ESTIMATED CALCULATION OF TIF REVENUES

Rocks Site With Incentives

Multifamily
TIF - CID PROJECTIONS

Year of TIF	Assessment	Distribution Year	Total Assessed Value	Base Year Assessed Value	Captured Assessed Value	Projected Property Tax Increment			CID
(1)	Year		2.5% YoY				% Captured		
0	2024								
1	2025	1	\$6,590,775	\$0	\$6,590,775	\$643,701	100%		\$45,455
2	2026	2	\$6,755,544	\$0	\$6,755,544	\$659,794	100%		\$45,455
3	2027	3	\$6,924,433	\$ 0	\$6,924,433	\$676,289	100%		\$45,455
4	2028	4	\$7,097,544 ·	\$0	\$7,097,544	\$693,196	100%		\$45,455
5	2029	5	\$7,274,983	\$0	\$7,274,983	\$710,526	100%		\$45,455
6	2030	6	\$7,456,858 ·	\$0	\$7,456,858 ·	\$728,289	100%		\$45,455
7	2031	7	\$7,643,279	\$0	\$7,643,279	\$746,496	100%		\$45,455
8	2032	8	\$7,834,361	\$0	\$7,834,361	\$765,159	100%		\$45,455
9	2033	9	\$8,030,220	\$0	\$8,030,220	\$784,287	100%		\$45,455
10	2034	10	\$8,230,976	\$0	\$8,230,976	\$803,895	100%		\$45,455
11	2035	11	\$8,436,750	\$0	\$8,436,750	\$823,992	100%		\$45,455
12	2036	12	\$8,647,669	\$0	\$8,647,669	\$844,592	100%		\$45,455
13	2037	13	\$8,863,861	\$0	\$8,863,861	\$865,707	100%		\$45,455
14	2038	14	\$9,085,458	\$0	\$9,085,458	\$887,349	100%		\$45,455
15	2039	15	\$9,312,594	\$0	\$9,312,594	\$909,533	100%		\$45,455
16	2040	16	\$9,545,409	\$0	\$9,545,409	\$932,271	100%		\$45,455
17	2041	17	\$9,784,044	\$0	\$9,784,044	\$955,578	100%		\$45,455
18	2042	18	\$10,028,645	\$0	\$10,028,645	\$979,468	100%		\$45,455
19	2043	19	\$10,279,361	\$0	\$10,279,361	\$1,003,954	100%		\$45,455
20	2044	20	\$10,536,345	\$0	\$10,536,345	\$1,029,053	100%		\$45,455
21	2045	21							\$45,455
22	2046	22							\$45,455
otal Projected	Property Tax Incr	ement				\$16,443,129			\$1,000,000
urrent Estima	ted Assessment:			Appraisal Value (b)	Assessment Rate	Assessed Value	100% R E Tax	Special Assessment	100% RE Ta
			Residential	\$ -		\$ -	\$0	\$0	\$0
nticipated As	sessed and Apprais	sed Values:		75%					
			Year of	Appraisal	Assessment	Assessed			TIF
	Use		Completion	Value	Rate	Value		100% RE Tax	Incremen
Apa	rtments		2025	\$55,259,864	11.5%	\$6,354,884		\$808,132	\$0
	etail		2025	\$943,563	25.0%	\$235,891		\$29,998	\$0
Т	otals			\$56,203,426		\$6,590,775		\$838,129	\$0
T 17	a atala antal							Ć000 422	
Total F	Residential							\$808,132	

Allowable Levy 2021		
Total Mill Per Tax Bill	127.17	
General Education Levy	-20.00	-
State Mill Levy	-1.50	
School Capital Outlay	-8.00	-
Minus state and school levy	97.67	
Minus state and school levy	97.67	



City of Roeland Park, Kansas

EPC Real Estate Group, LLC TIF Project Plan—"The Rocks"

Financial Analysis | December 2022







Columbia Capital Management, LLC 6700 Antioch, Suite 250 Merriam, Kansas 66204 913.312.8077

Jeff White Managing Member jwhite@columbiacapital.com

Columbia Capital is an SEC-registered investment adviser and a registered municipal advisor. Columbia Capital provides advice as a fiduciary to its clients.



INTRODUCTION

EPC Real Estate Group, LLC, a Kansas limited liability company (the "Developer"), requests the City of Roeland Park ("City") approve a tax increment financing project plan on approximately six (6) acres at the northeast corner of Roe Avenue and W. 48th Street in Roeland Park (the "Plan"). The Plan would be part of the Tax Financing District No. 4, created in early 2022 (the "District"), and would result in the construction of an approximately 280-unit multifamily apartment complex and commercial space intended for use as a full-service restaurant, plus related site work, including a parking structure, the relocation of an Evergy electrical duct bank and other improvements (together, the "Project"). According to the records of the Kansas Secretary of State, the Developer is in good standing as of December 9, 2022.

The purpose of this financial analysis (the "Analysis") is to satisfy the requirements of Kansas statutes related to the development of tax increment financing district (KSA 12-1770 et seq.), specifically the requirement found at KSA 12-1772(a)(1).

Tax increment financing (TIF) is a tool that allows a city to identify a defined geographic area within which certain taxes, including *ad valorem* property taxes, sales taxes and other revenues, may be captured for a period of limited duration and redirected to the payment or reimbursement of certain eligible project costs.

In Kansas, TIF is limited to a 20-year duration from the effective date of a project plan, capturing incremental property taxes (i.e., those net new taxes created by the development above base year levels) plus other taxes pledged by the City for capture at its discretion, including but not limited to sales taxes and other locally-levied taxes and fees.

Developer's overall development plan for the Project totals approximately \$76 million. The City expects to make additional investment in related public infrastructure and Evergy, the Developer and the City will partner on the relocation of an electrical duct bank. The development agreement by and between the City and the Developer (the "Agreement") limits public investment into the Project at 25% of total development cost from all sources,

plus any amount Developer contributes to the duct bank relocation. The Agreement contemplates the use of TIF (property tax increment only), a community improvement district ("CID") sales tax of two (2) percent, and the issuance if industrial revenue bonds ("IRBs") to provide the Developer with a sales tax exemption on construction materials. The Developer projects the future value of incentives granted to total \$16.4 million from TIF, \$1.0 million from CID and \$2.1 million from the IRB/sales tax exemption.

RELATIONSHIPS

Columbia Capital Management, LLC (the "Financial Advisor") is a registered municipal advisor and serves as the City's financial advisor. The City engaged the Financial Advisor to provide a financial evaluation of the Plan and to make certain statutory findings. The Financial Advisor is not now, nor has ever been, engaged by the Developer or its related entities to provide it with similar services.

The Financial Advisor serves as a fiduciary to the City. The reader's interests may vary from those of the City's.

RELIANCE

This Analysis is not a projection of the likelihood of success of the project proposed in the Plan and as described more fully herein. In preparing this analysis, the Financial Advisor relied upon certain data and information supplied to it by the Developer, by the City and secured from third parties. Except where noted herein, the Financial Advisor has relied upon this data and information without independently verifying the veracity or reliability of such information. The Analysis may not be used except in the context of the City's review of the Developer's request for TIF incentives. The Analysis assumes all components of the Project are developed as described herein.

As with any work of this kind, the Analysis is almost exclusively forward-looking. The reader should note that small changes in modeling inputs could have significant impacts on modeled financial outcomes. The reader must consider this Analysis in light of contractual arrangements that the City would expect to undertake with the Developer to formalize the development components of the Plan and their anticipated timing for completion.

THE PROJECT

The Project includes the acquisition of approximately six (6) acres, significant site preparation and the construction of a mixed-use development to include approximately 280 units of multifamily apartments plus commercial space intended for use as a full-service restaurant. The Project also includes required infrastructure to support the development, including substantial structured parking and the relocation of an Evergy-owned electrical duct bank.

The Agreement contemplates that the Developer would be obligated to maintain at least five (5) percent of the apartment units constructed as affordable housing (defined such that renters of these units must have incomes at or below 60% of Kansas City metropolitan area median income). The Developer also commits in the Agreement to construct the Project to

meet either the Two Globes sustainability designation from the Green Building Initiative or a Silver LEED sustainability designation from the US Green Building Council.

Pursuant to the Agreement and a related land purchase/sale agreement, the Developer is obligated to construct the Project according to the following schedule:

Milestone	Completion Date
Acquisition of property	On or before 06/01/2023
Commencement of construction	On or before 12/31/2023
Substantial completion of construction	On or before 12/31/2026

Pursuant to the Agreement and related documents, the Plan would become effective on May 1, 2025, with a 20-year term. The State would commence collecting the CID sales tax on July 1, 2025, with a 22-year term.

STRUCTURE OF PUBLIC INCENTIVES

The City proposes to provide the Project with a variety of incentives, including reimbursement of eligible expenses with TIF revenues (from property tax increment only), reimbursement of eligible expenses from community improvement district sales tax collections and sales tax exemption on construction materials via IRBs for the entire Project.

Provided the Developer remains in good standing under the Agreement, the Developer will have the ability to certify eligible TIF and CID costs to the City monthly during construction. The City agrees to make reimbursement of such eligible costs from any proceeds on hand in its respective TIF and CID accounts on a semi-annual basis through the term of each incentive.

The Agreement provides that the amount of public incentive of the Project from TIF, CID and IRB/sales tax exemption will never exceed 25% of Developer's total development cost; provided, however, if Developer is obligated to contribute to the cost of the relocation of the Evergy electrical duct bank, the public incentive cap will increase by this amount.

INCENTIVE	EXPECTED VALUE
Tax Increment Finance	\$ 16,443,129
Community Improvement Dist.	1,000,000
IRB/Sales Tax Exemption	2,149,398
Total Expected Incentives	\$ 19,592,527
Est. Total Development Cost [†]	\$ 76,384,638
Incentives Cap (25% of TDC) ^{†t}	\$ 19,096,160

[†] Does not include any potential contribution for duct bank

^{††} Will be increased by duct bank contribution

DEVELOPMENT BUDGET AND PROJECT COST

The Developer's most recent project budget, dated October 2022, shows the following expected total development costs:

	TOTAL	Estimated TIF		Estimated CID	
USE	BUDGET		Eligible		Eligible
Land Acquisition	\$ 3,510,000	\$	3,510,000	\$	3,510,000
Site Work	4,915,200		4,915,200		4,915,200
Parking Garage	6,776,000		6,776,000		6,776,000
Building Constr.+ Conting.	47,891,425		-		-
General Conditions	4,641,680		1,165,573		1,165,573
A&E, Soft Costs	2,608,130		557,711		557,711
Legal, Marketing, Other	962,059		-		-
Construction Period Interest	5,080,144		1,061,741		1,061,741
Subtotal - Project Costs	\$ 76,384,638	\$	17,986,225	\$	17,986,225

The City currently owns the development site and has entered into a land purchase/sale agreement with the Developer.

SOURCES OF FUNDS

Based upon information provided to us by the Developer and the City, the sources of the funds for the Project are as follows:

SOURCES OF FUNDS	
Developer/Bank Loans	\$ 48,252,906
Developer/Equity	25,982,334
Estimated Sales Tax Exemption	2,149,398
Total Sources of Funds	\$ 76,384,638

The Developer will need to cover all development costs with its own equity or debt as TIF subsidy will not start until the Project has generated tax increment and will be used to reimburse the Developer's actual, documented costs.

We were not able to independently verify the status of the Developer's equity contribution or construction loan(s), however, the Developer has recently constructed other similar projects in the Kansas City metropolitan area.

EVALUATING THE APPROPRIATENESS OF INCENTIVES

The City's ultimate desire for any commercial property is that it be developed to its highest and best use. An efficiently used site will maximize the City's future tax receipts from the Project and will provide the Roeland Park community with access to amenities and experiences that might not be available in the community today. Ideally, a private developer would produce such an outcome without public subsidy in the project.

Philosophical Approach. Most modern urban redevelopment suffers from challenges that increase project costs and reduce investor returns versus similar projects on "greenfield" sites (undeveloped properties that are free from physical barriers to development).

Demolition and site preparation, environmental remediation, new or revitalized public utilities, parking and transportation infrastructure improvements are the common drivers of these higher costs. Philosophically, cities desire to "level the playing field" between more expensive infill sites and less costly greenfield sites through the payment of incentives to infill developers. Cities desire to provide incentives that will equalize the profitability of an infill site and a greenfield site. The challenge for all cities is the asymmetry of information available to assess what, exactly, is this "perfect" level of incentive. Developers often have a desired minimum amount of incentives in mind, but cities are forced to guess this number. The key risk for a city in this challenging dance is that it ends up over-incentivizing the infill project by agreeing to pay the developer a subsidy amount higher than the developer would have accepted to move forward with the project.

"But-For" Test. Although Kansas has no statutory requirement that a TIF incentives grant meet the so-called "but-for" test, it is an economic development best practice to employ it—and it is required by City policy. The but-for test is simple in theory: but-for the presence of the incentives, the project would not proceed. As described above, urban infill development faces significant barriers to attracting private capital versus less costly, more certain greenfield developments.

In practice, the but-for test is hard to apply. The City does not know the intentions of the developer and the developer has an incentive (and depending on its corporate structure, potentially a duty) to maximize its return from the investment in a project. Even where it is fairly easy to recognize that conditions at a project site will require significant investment to make the site attractive to development, it is more challenging to quantify how much incentive is necessary to level the playing field with the cost of developing a similar project at another site.

The but-for calculation generally relies on a comparison of the developer's return on investment, both with and without incentives, against market rates of return for similar projects. These types of analyses are blunt instruments, at best. Legitimate debates rage about calculation inputs, cashflow discounting rates and calculation mechanics at the end of the analysis period. Additionally, these analyses are often performed using concept planlevel project cost information, generic assumptions about sources of project income (lease rates, property sale proceeds) and speculative estimates of potential drivers of new tax revenues (retail sales per square foot, post-construction assessed valuation, construction completion timing). The result is that the developer and the city providing the incentives can draw very different conclusions from the same set of analytical inputs.

As described above, the City's interest (presuming it desires to see the Developer construct the Project) is to provide just enough incentive to cause the Developer to proceed with the Project—but not a penny more. Where the parties have diametrically opposing interests (the Developer wants to maximize its incentives grant while the City wants to pay none), we look to calculate the Project's internal rate of return ("IRR") with and without incentives, and then compares those rates with what we believe represents market rates of return for similar projects. The Developer provided us with a ten-year, high-level operating pro forma driving both its conclusion that the Project will be financially successful over that period and

its conclusion that incentives are needed for the Project to proceed. We used this pro forma, with the modifications noted earlier in this report, to drive our assessment of the likely Developer return from the Project if Developed as we have assumed herein.

Required Return. As described above, the City's interest (presuming it desires to see the Developer construct the Project) is to provide just enough incentive to cause the Developer to proceed with the Project—but not a penny more. Where the parties have diametrically opposing interests (the Developer wants to maximize its incentives grant while the City wants to pay none), we look to calculate the Project's internal rate of return ("IRR") with and without incentives, and then compares those rates with market rates of return for similar projects.

Based upon third-party reports published by real estate companies active in the Kansas City market and nationally, the "capitalization rate" for the components of the Project during 2022 are noted in the table below. The capitalization rate or cap rate—an indicator of value relative to stabilized NOI—is a commonly used metric of real estate pricing. Cap rate is a measure of property value per dollar of current net income. Cap rate is useful as a basic valuation measure so an investor can see how a specific project's valuation compares to other, similar projects. IRR is similar to the concept of "net present value," and captures the rate of return earned on an investment during a specific time frame, assuming a reinvestment of cash flows at the same return rate. As a result, we can use the cap rate as a proxy for the market rate of return required to induce the Developer to invest in the Project versus another development elsewhere, although we do note that most Developers would seek to "go in" to a project at a rate higher than current cap rates in order to provide some conservatism and to provide room for spread compression: the idea that it might be able to exit at a more favorable (lower) capitalization rate than where it entered the project.

Anecdotally, we understand from other developers and real estate practitioners that dramatically rising interest rates during 2022 are already weakening demand for most asset classes. We have adjusted cap rates in the table below by 0.50% (higher) across each class to account for the fact that our data sources were mostly published in the first half of 2022. We note additionally that the workforce housing component of the Project is likely to put some upward pressure on the cap rate from the Project. We expect the vast majority of net operating income from the Project to come from the multifamily uses.

USE	Kansas City 2022 Cap Rates [†]
Apartments	5.89%
Restaurant	8.50%
Total	
Estimated Weighted Average	6.00-6.25%

† Early 2022 data adjusted by +0.50% to account for interest rate movement. Source: IRR; CBRE; Costar; JLL

Based upon the proposed economic mix of the Project and third-party reports regarding cap rates, we anticipate a developer would likely need to see project (unleveraged) returns of approximately 6.50% to 7.00% to undertake a similar project.

Estimated Project Return. Based upon the Project cost data and high-level operating pro forma provided to us by the Developer, we estimate the Project's unleveraged return *absent the benefit of any* incentives to be approximately 5.8%, below the required rate of return necessary to permit the Project to proceed.

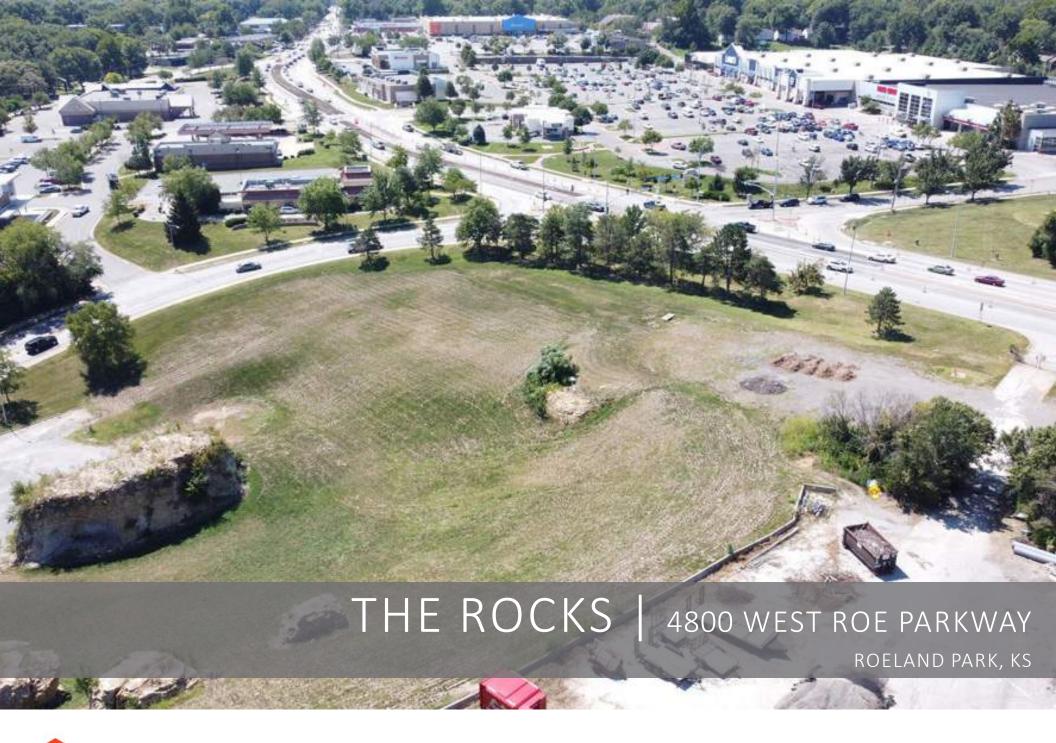
Including the effects of all incentives described herein through their terms, we calculate the Project's unleveraged return to be approximately 7.4%, which we estimate would be sufficient to cause the Project to proceed.

STATUTORY FINDINGS

Based upon our review of the information provided by the Developer, we find the following:

- the estimated costs of the Project, after benefit of the IRB/sales tax exemption, are \$74,235,240
- the costs of the Project will be initially paid through a combination of Developer equity and private financing totaling at least \$74,235,240
- the Developer expects to use approximately \$16.4 million in TIF reimbursement and \$1.0 million in CID reimbursement to offset its development costs, subject to an incentives cap at 25% of the total development costs of the Project

As such, the Plan's benefits and TIF revenue and other available revenues under subsection (a)(1) of K.S.A. 12-1774, and amendments thereto, are expected to exceed or be sufficient to pay for the Plan's project costs. The Plan will have no effect on any outstanding special obligation bonds payable from the revenues described in K.S.A. 12-1774(a)(1)(D), and amendments thereto.



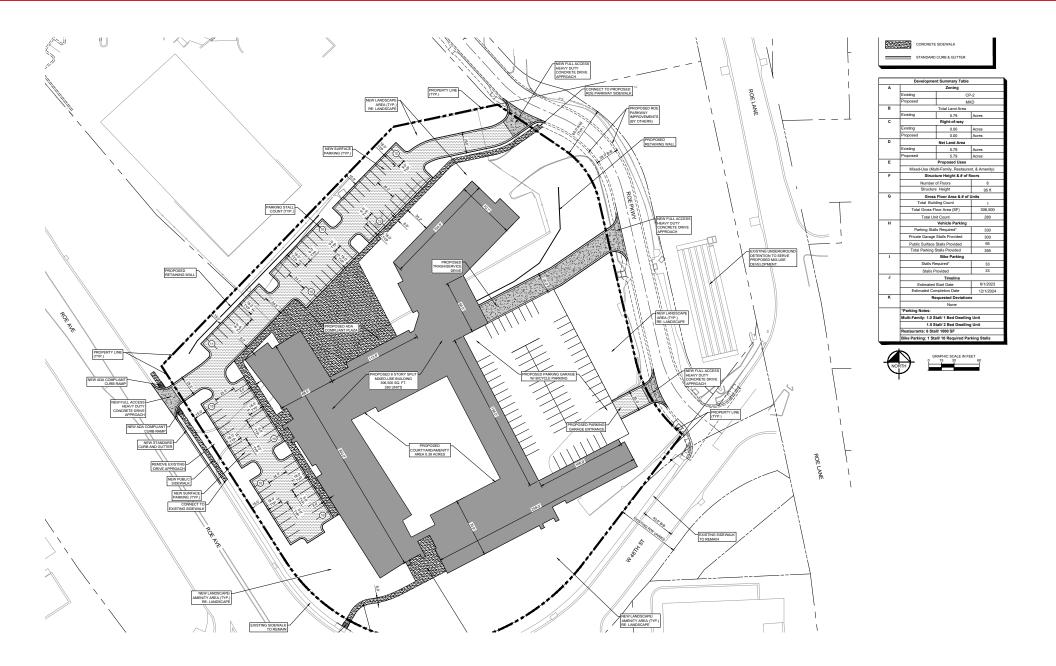


Existing Site



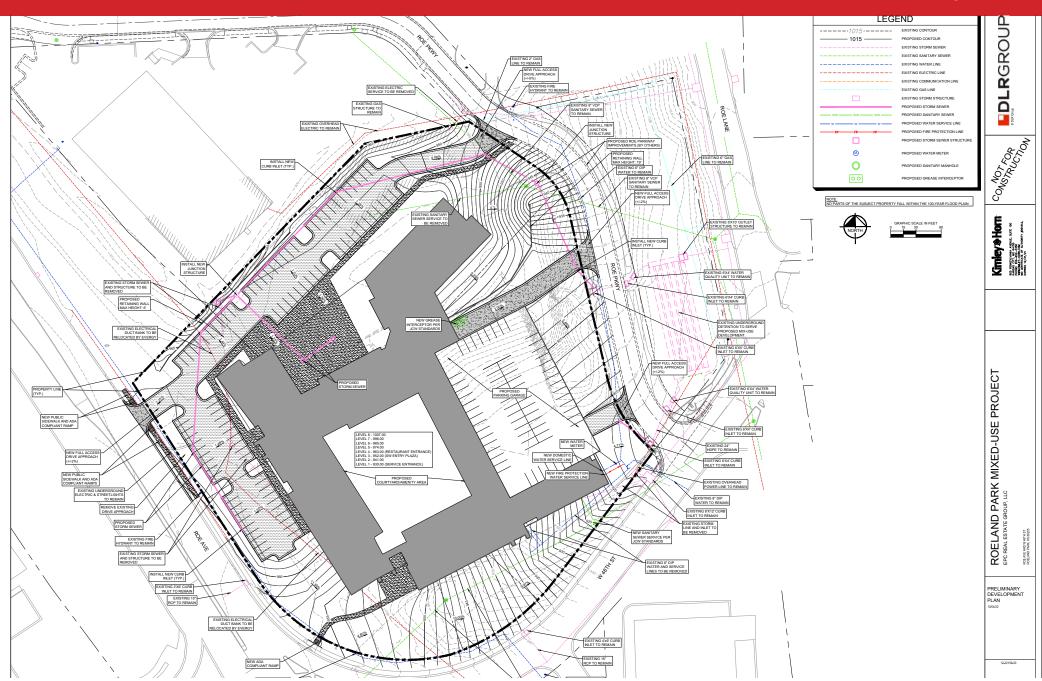


Site Plan

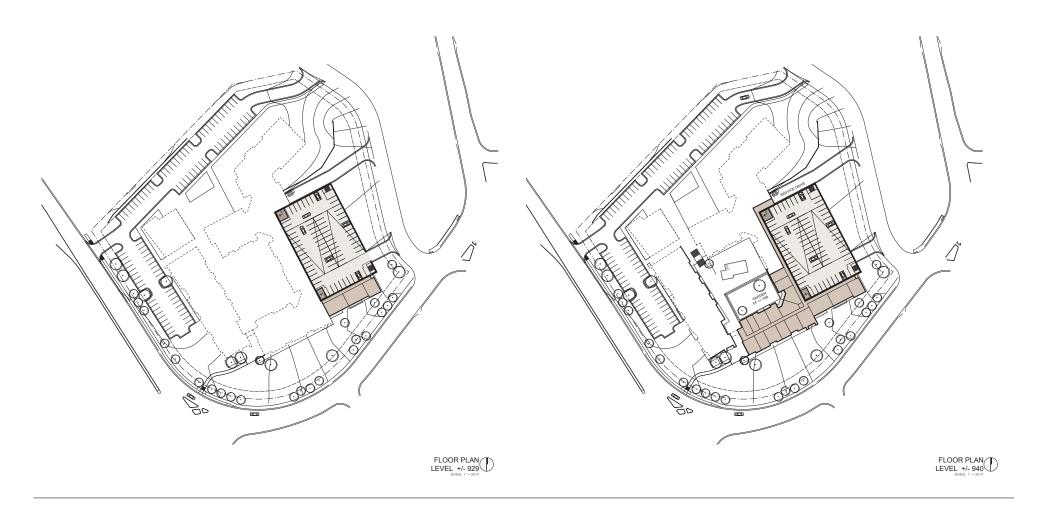




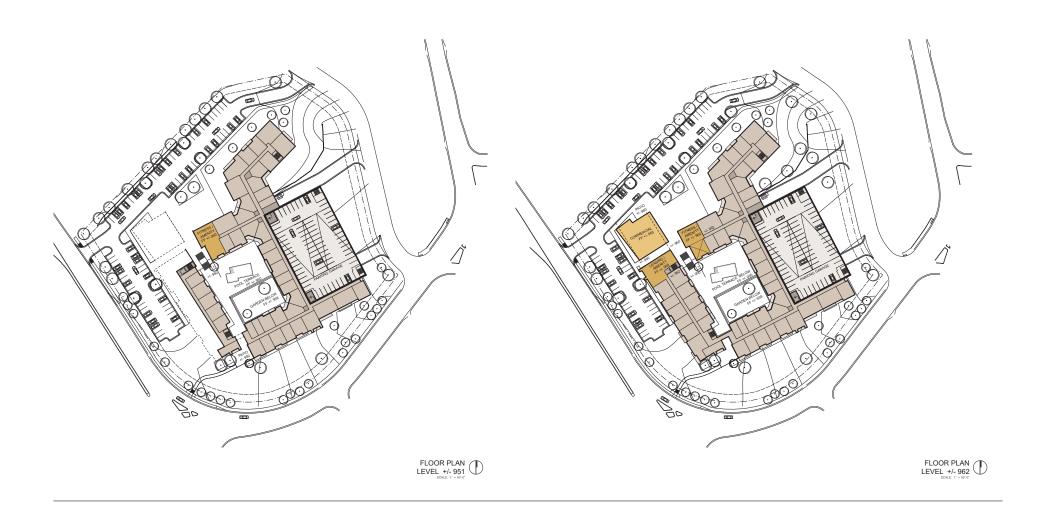
Grading Plan



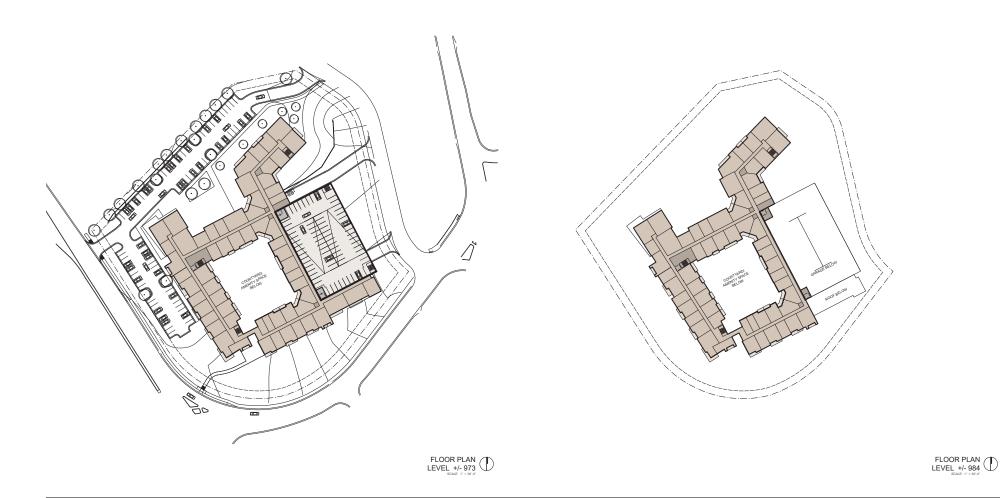






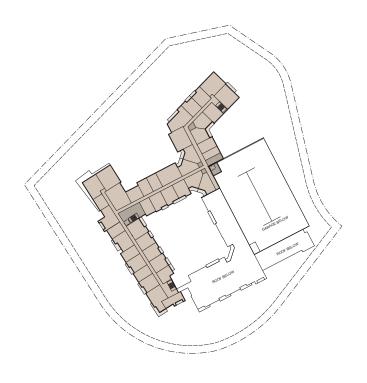


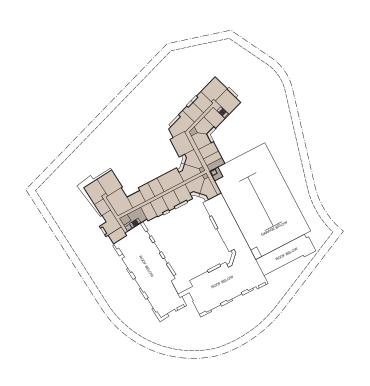






Level 6-7 (3&4 Above Grade)





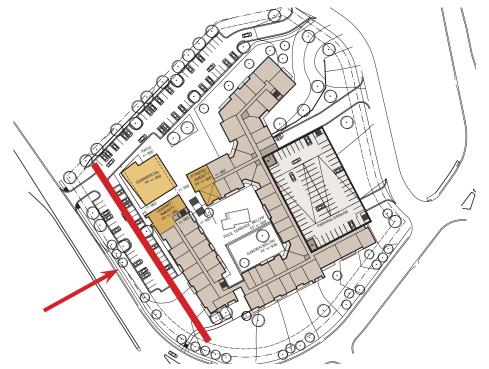
FLOOR PLAN LEVEL +/- 995 SCALE: 1" = 50'-0" FLOOR PLAN LEVEL +/- 1006 SCALE: 1' = 50'-0'



West Elevation









South Elevation



SOUTH ELEVATION



CONFIDENTIAL



North West Corner



VIEW OF COMMERCIAL SPACE FROM NORTHWEST VEHICULAR ACCESS



South West Corner



VIEW OF CORNER FROM ROE BLVD & 48TH STREET





MEMORANDUM

11.30.22

Keith MoodyCity of Roeland Park

The purpose of this communication is to provide an overview of council actions scheduled for its December 5, 2022, regular meeting related to the proposed redevelopment of The Rocks.

TIF PROJECT PLAN

Tax increment financing (TIF) in Kansas is a two-step approval process: first, the creation of a district; second, within an established district, one or more project plans. Earlier this year, the Roeland Park City Council created TIF District #4 encompassing The Rocks site. At its October 24, 2022, special meeting, the City Council passed a resolution setting a public hearing on a TIF project plan proposed for TIF District #4 related to the construction of a mixed-use (multifamily plus commercial use) project. Staff does not seek any action on the proposed TIF project plan at the December 6 meeting.

COMMUNITY IMPROVEMENT DISTRICT

The developer of the mixed-use project requests the City also create a community improvement district (CID) at the site. A CID permits the imposition of an additional sales tax—in this case, an additional two (2) percent—on retail sales within the district boundaries. Proceeds of the CID, like proceeds of the TIF, can be used to reimburse the developer for certain eligible project costs.

Pursuant to Kansas law, the City Council is obligated to hold a public hearing with respect to the creation of a CID that will impose a sales tax, as is the case here. Staff does not seek any action on the proposed CID petition at the December 6 meeting.

OTHER INCENTIVES REQUESTED

In addition to reimbursement of certain eligible costs from proceeds of a TIF and a CID, the developer also seeks the City's issuance of industrial revenue bonds (IRBs) for the purpose of providing an exemption from sales taxes on construction materials related to the project. As of the date of this memorandum, the developer estimates the value of these three incentives to be approximately \$19 million over the life of the incentives.

SUBSEQUENT ACTIONS

Staff continues to negotiate with the developer with the intention of bringing a fully-negotiated incentivized development for final approvals by the City Council at its December 19 regular meeting.

PLANNING COMMISSION MINUTES

CITY OF ROELAND PARK 4600 W 51st Street, Roeland Park, KS 66205 October 18, 2022, 6:00 P.M.

The Roeland Park Planning Commission met on October 18, 2022.

Commissioners Present: Lisa Brunner (Ward 1)

Matthew Lero (Ward 4)

Darren Nielsen (Mayoral Appt) Haile Sims (Mayoral Appt.)

Commissioners Absent: Josey Shaw (Ward 2)

Mark Kohles (Ward 3)

Macrina Abdouch (Mayoral Appt.)

Staff: Keith Moody, City Administrator

John Jacobson, Building Official Steve Mauer, City Attorney

I. ROLL CALL

Commissioner Nielsen called the Planning Commission meeting to order at 6:02 p.m.

Mr. Jacobson called the roll. Commissioners Lero, Nielsen, Sims, and Abdouch were present. Commissioners Brunner, Shawn, and Kohles were absent. Staff present was City Administrator Moody, City Attorney Mauer, and Building Official John Jacobson.

II. Approval of Minutes

There were no minutes for approval.

III. Public Hearing

1. Finding of Consistency for The Rocks TIF Project Plan

Commissioner Nielsen opened the public hearing.

City Administrator Moody provided background for The Rocks project. He said the process to move forward is set out in state statute. The Planning Commission is charged with hearing the project plan and finding whether or not it is consistent with the City's Comprehensive Plan. It will then be referred on to the City Council. The project plan was attached to the agenda packet and provides an overview of what is proposed and also contains a plan site. The Future Land Use Map was also attached for reference and reflects the site is anticipated to be a mixed-use development.

Brendon O'Leary from EPC gave a presentation on the proposed development, what is to be included, and spoke to the grade challenges and how their design is contoured to maximize the

highest and best use for the site. The modern mountain architecture style will also complement the theme of The Rocks.

As there were no public comment, Commissioner Nielsen closed the public hearing.

Commissioner Lero asked if the project would include commercial spots in addition to the restaurant and apartments. Mr. O'Leary said there is 3,500 square feet set aside for restaurant space, but there could potentially be a retail component. Commissioner Lero commented the leasing office and common areas look like retail space.

Commissioner Brunner asked the residential split of units. Mr. O'Leary said that 30 percent are studio, 50 percent are one bedroom, and 20 percent are two bedrooms for approximately 285 total units. There is also a parking garage for the residents.

Commissioner Nielsen asked about the green space and delivery services to the restaurant. Mr. O'Leary responded the courtyard will have a pool, grill, and firepit amenities for the residents only. The space to the north will be a public/private courtyard that is not fully programmed yet but may be a place for restaurant users to walk around. The area will be heavily landscaped. Deliveries to the restaurant will be made on the north side of the building.

Commissioner Brunner asked about the access from Roe to the restaurant. EPC said the existing drive is a right in/right out off of Roe, and that will remain. The main access will be on 48th Street. City Administrator Moody added that there is a proposed extension of Roe Parkway to intersect with Roe Boulevard.

Commissioner Nielsen stated they are looking for consistency with the Comprehensive Plan. Mr. Jacobson said a lot of the questions they are asking will be addressed by the preliminary development plan at that public hearing.

Commissioner Nielsen also asked about the percentage of affordable housing in the project. City Administrator Moody said that will be 5 percent and is incorporated into an MOU as well as being reflected in the development agreement.

Commissioner Nielsen also asked Mr. Jacobson if when they did their evaluation were there any judgment calls or was everything black and white. Mr. Jacobson responded that for him it is black and white because the area is slated to be mixed use. And as long as they have a residential and commercial component, it meets that proposed use.

Commissioner Brunner said as part of the Comprehensive Plan it should be environmentally friendly and asked whether they are contemplating solar or electric vehicle charging stations. Mr. O'Leary said that EPC is contemplating those things and are committed to the Green Globes protocol which is comparable to the LEED environmental standard. Mr. Jacobson added that they are required to comply with the City's solar-ready ordinance, and set aside for future use.

Commissioner Brunner also asked about views of the skyline. Mr. O'Leary said EPC did a drone shot from what it would look like from the highest point at various spots. He said they will be bringing that back to show them. Commissioner Brunner said it would be nice for the project to have a rooftop view.

Commissioner Nielsen asked management of the site and EPC will be both owner and operator.

The Planning Commissioners found the project was consistent with the City's Comprehensive Plan and recommended forwarding it on to the City Council.

IV. Discussion Items

1. Townhome Development Concept Discussion

Mr. Jacobson said staff is looking for feedback from the Planning Commission on how they can take advantage of vacant properties and undeveloped land.

Tony Krsnich from Flint Hills Holdings Group said they have purchased the church site at 5015 Buena Vista for redevelopment. He said the site is currently obsolete. In developing a project, he looked at homes in the City to help design something that will fit in with the neighborhood. They went door to door asking for feedback and it was important to the residents that the buildings not be too large, and that the façade match the neighborhood. Their development proposes to keep the back yard area as large as possible for low maintenance.

Adam Anthony Pfeifer from NCARB said they looked at a number of different situations for the site. The group feels confidentially that a rowhome would achieve the density but not overcrowd the site. It would be a combination of 20, 25, and 28-feet wide units as they try to maximize the land. He said they would also like to preserve the alleyway and streetscape along Clark and Buena Vista.

Mr. Jacobson asked the Planning Commission for their feedback and whether they would support this type of use and architecture in a single-family neighborhood. He also asked if the concepts shown complement the adjoining portions of the neighborhood as far as design, access, visual, and use standpoints.

Mr. Pfeifer said current the City's zoning does not have anything that would support this project currently. They also expect these to be ownership properties and not rentals.

Mr. Jacobson said currently the only vehicle would be multi-family zoning. The project would need to go through the development plan process, and if submitted, they must build what their plan states. As the Commission begins to go through the City's zoning classifications there will be one added for this type of element. They have anticipated the need, but for now they do have a vehicle by which they can move forward with this project.

Commissioner Lero said he would like to see the higher density units on the side facing the school and the lower density units facing the residential. He said the setbacks are good but would like to potentially see them remove a unit to break up the larger building. He also suggested having a porch face on the front to break up the space.

Mr. Pfeifer said the feedback from residents was that they didn't want them to build a McMansion as done elsewhere in the City. The Planning Commissioners discussed with the developments team building aesthetics and placement.

Commissioner Brunner said her brother lives close to the property and is concerned that something is going to be plopped in there. She said it is a front porch kind of neighborhood and would like to see the entry be more inviting. She did like the modern look.

(Inaudible conversation; talking over one another)

Commissioner Nielsen said losing the on-street parking on Clark concerns him. He suggested the developer look at the buildings at 60th Terrace and Roeland Drive as an idea he feels would be suitable for this site.

Mr. Jacobson said from a staff perspective they see the Planning Commission supports this type of development and economic element, but they would like to see some architectural changes. He added that the developer is trying to incorporate the citizen comments. The Commissioners do approve of this type of use and would support it.

There was some discussion about incorporating universal design for accessibility and access. Mr. Jacobson said there are incentives that could be of substantial benefit to the developer.

V. Other Matters Before the Planning Commission

Mr. Jacobson said the Planning Commission agendas will be full for the foreseeable future and asked the Commissioners to let him know if they cannot attend as it is important that they have a quorum as they have deadlines to meet.

The next meeting is scheduled for November 15th with a Special Call tentatively scheduled for December 12th.

VI. Adjournment

MOTION: COMMISSIONER NIELSEN MOVED AND COMMISSIONER LERO SECONDED TO

ADJOURN. (THE MOTION CARRIED 4-0.)

(Roeland Park Planning Commission Meeting Adjourned at 7:18 p.m.)

Item Number: Committee Meeting Action Items- -1. 10/18/2022

Date:



City of Roeland Park

Action Item Summary

Date: 10/12/2022 Submitted By: John Jaocbson

Committee/Department: Neighborhood Services

Title: Finding of Consistency for The Rocks TIF Project Plan

Item Type: Presentation

Recommendation:

Staff recommends a finding that The Rocks TIF Project Plan is consistent with the intent of the City's Comprehensive Plan for development.

Details:

Per TIF statute, the Planning Commission shall consider if a TIF Project Plan is consistent with the intent of the City's Comprehensive Plan for development. The Commission shall make a finding and that finding shall be referred to the City Council.

Attached is the TIF Project Plan for The Rocks site for your consideration. The site is contained within TIF 4, an area that was removed from TIF 3 by the City Council in February of 2022 in anticipation of redevelopment of the Rocks site (ordinance establishing TIF4 attached).

The Future Landuse Map contained within the Comprehensive Plan (page 57) identifies the area at the northeast corner of Roe Boulevard and 48th Street (referred to as The Rocks) to be Mixed-Use Commercial. The TIF Project Plan for this site reflects a multistory multi-family residential use as the anchor with a retail/restaurant component endcap on the Roe Boulevard building elevation. Business office space supporting the multi-family land use is also contemplated on this same elevation. This type of land use mix is consistent with the "Mixed-Use Commercial" definition reflected in the City's Comprehensive Plan (page 53).

Link below to the City's Comprehensive Plan: Roeland-Park-Final-Report_2020-09-09_Reduced (roelandpark.org)

Financial Impact

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

Additional Information

The developer will be available to answer questions related to the plan.

How does item relate to Strategic Plan?

Compliant with the general goals of the comprehensive plan and future land use projections.

How does item benefit Community for all Ages?

Adds to Roeland Park housing stock and provides additional housing options for the residents of the community. Provides diversification of dining/retail land use within the city.

ATTACHMENTS:

Description Type

Безсприон

- ☐ Future Land Use Plan
- ☐ Ordinance Establishing TIF4

ı ypc

Cover Memo

Cover Memo

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

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

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

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

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

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

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

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

City:

City of Roeland Park, Kansas

Attn: City Administrator Keith Moody

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

Developer:

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

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

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

EPC Real Estate Group LLC ("Developer")

Date: 6.21.22

City of Roeland Park, Kansas ("City")

By:

City Administrator Keith Moody

Date:

Approved As To Form:

Alex Felzien, City Attorney for Roeland Park

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





Item Number: New Business- VIII.-B.

Committee 12/19/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/15/2022 Submitted By: Keith Moody

Committee/Department: Admin.

Title: Ordinance 1037 - Creating The Rocks CID and Levying a CID

Sales Tax (5 min)

Item Type: Ordinance

Recommendation:

The public hearing as required per state statute when considering creation of a Community Improvement District (CID) was held on 12/5/22. This provided the public an opportunity to share opinions on the subject. Staff recommends approval for the creation of The Rocks CID as part of the incentives package in support of EPC's mixed use development.

Details:

Attached is Ordinance 1037 which establishes a Community Improvement District at The Rocks for the purpose of capturing sales tax which will be used to reimburse the developer for a portion of the development costs.

Attached is a memo from Columbia Capital (special development counsel) providing an overview of the CID creation process as well as summarizing the use of CID proceeds on this project.

In the case of The Rocks CID, the developer is requesting to impose a 2% overlay (or additional) sales tax on goods sold in the district. Patrons pay the additional sales tax on items purchased, the retailer collects and remits the CID funds to the state, just as they do regular sales tax and those funds are then returned to the City and kept in a special CID fund to use in reimbursing the Developer for authorized development expenses. CID statute is flexible in what expenses may be reimbursed with CID funds, therefore the improvements noted as eligible for TIF reimbursement are also eligible for CID reimburse, in addition the buildings are also eligible as are ongoing operational expenses.

The MOU executed between EPC and the City (attached, section 7) contemplates the use of IRB's, a CID sales tax and the use of TIF to provide incentives that total up to 25% of the total

project cost. The development agreement Council will be considering later on this agenda also reflects the use of IRB's for sales tax exemption, a CID and TIF incentive tools in support of this project.

Financial Impact

Amount of Request: \$1 million in CID Proceeds Estimated over the 22-year life of the CID		
Budgeted Item?	Budgeted Amount:	
Line Item Code/Description:		

Additional Information

This is a pay as you go CID, the City will not issue CID Bonds, the developer will be reimbursed from CID proceeds as they are collected each year. Incentives are capped at 25% of total project costs. The total estimated project cost is \$74 million.

Link to EPC Preliminary Development Plan:

https://www.roelandpark.org/DocumentCenter/View/4978/Roeland-Park PrelimDevelopmentPlan COMBINED revised-221101-PM?bidId=

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

	Description	Type
ם	Ordinance 1037 Establishing The Rocks CID and Lewing a CID Sales \ensuremath{Tax}	Cover Memo
D	Columbia Capital Memo on Public Hearings	Cover Memo
D	Petition to Create CID for The Rocks	Cover Memo
D	EPC Presentation on Development Proposal	Cover Memo
D	MOU for The Rocks Site with EPC	Cover Memo

ORDINANCE NO. 1037

AN ORDINANCE AUTHORIZING THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF ROELAND PARK, KANSAS; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT; AND PROVIDING FOR THE METHOD OF FINANCING THE SAME.

WHEREAS, K.S.A. 12-6a26 *et seq*. (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax upon property within the district to finance projects; and

WHEREAS, a petition (the "Petition") was filed with the City Clerk proposing the creation of a community improvement district (the "District") under the Act and the imposition of a community improvement district sales tax (the "CID Sales Tax") in order to pay the costs of projects as described in the Petition (the "Projects"); and

WHEREAS, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

WHEREAS, the City Council (the "Governing Body") of the City of Roeland Park, Kansas (the "City") intends to create the District and to levy the CID Sales Tax as requested in the Petition; and

WHEREAS, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, the Governing Body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district projects therein, and to give notice of the hearing by publication at least once each week for two (2) consecutive weeks in the official City newspaper and by certified mail to all property owners within the proposed community improvement district, the second publication to be at least seven (7) days prior to the hearing and such certified mail sent at least ten (10) days prior to such hearing; and

WHEREAS, the Governing Body adopted Resolution No. 698 on October 24, 2022 (the "Resolution") directing that a public hearing on the proposed District within the City be held on December 5, 2022, declaring its intent to impose the CID Sales Tax, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS, the City, as sole property owner within the District, waived certified mail receipt of the Resolution, and the Resolution was published once each week for two (2) consecutive weeks in *The Legal Record*, the official City newspaper, on November 8, 2022 and November 15, 2022; and

WHEREAS, on December 5, 2022, the Governing Body conducted a public hearing on the proposed District; and

WHEREAS, the Governing Body hereby finds and determines it to be advisable to create the District and set forth the boundaries thereof, authorize the Projects as described herein, approve the estimated costs of the Projects and approve the method of financing the same, all in accordance with the provisions of the Act.

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

SECTION 1. Creation of Community Improvement District; Boundaries. The Governing Body hereby finds and determines that the Petition is sufficient, all publications and notices were duly given in accordance with the Act, and it is advisable to create the District within the City. A legal description of the boundaries of the District is set forth on **Exhibit A**, attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed District is attached as **Exhibit B**, attached hereto and incorporated by reference herein.

SECTION 2. Authorization of Community Improvement District Projects and Estimated Costs.

- (a) The general nature of the Projects is approved as follows:
- (1) within the district, the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, rehabilitation, maintenance, restoration, replacement, renewal, repair, installation, relocation, furnishing, equipping or extension of:
 - (A) buildings, structures and facilities;
 - (B) sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions and other site improvements;
 - (C) parking garages;
 - (D) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;
 - (E) parks, lawns, trees and other landscape;
- (2) within or without the district, costs for infrastructure located outside the district but contiguous to any portion of the district and such infrastructure is related to a project within the district or substantially for the benefit of the district; and
- (3) the City's administrative costs in establishing and maintaining the District, and other items collectively permitted to be financed within the District under the Act.
- (b) The total estimated cost of the Projects is \$76,749,377, of which \$1,000,000 plus the City's administrative fees are to be funded by the CID Sales Tax ("Reimbursable Project Costs").

SECTION 3. Method of Financing.

(a) The Project will be privately financed. The Reimbursable Project Costs will be financed on a pay as you go basis, i.e., the Reimbursable Project Costs will be paid for by the developer of the Projects without the issuance of notes or bonds, and such developer will be reimbursed for the Reimbursable Project Costs as moneys are deposited in the CID fund through the imposition of the CID Sales Tax, as further set forth in a development agreement to be entered into between the City and the developer. The CID Sales Tax is hereby imposed at the rate of 2.0% on the sale of tangible personal property at retail or rendering or furnishing services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A.

79-3601 *et seq.*) within the District with such CID Sales Tax to commence on July 1, 2025 or such other date as the Governing Body sets by ordinance and continue for a period of up to twenty-two (22) years or such earlier date as provided in a development agreement entered into between the City and EPC Real Estate Group, LLC, a Kansas limited liability company.

- (b) There will be no issuance of bonds, including full faith and credit bonds, pursuant to the Act.
- (c) There will be no special assessments levied on property within the boundaries of the District to pay the cost of the Projects.
- **SECTION 4. Segregation of CID Sales Tax Revenues**. All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as The Rocks Community Improvement District Revenue Fund. Such revenues shall be used to pay the costs of the Project, including the City's administrative fee set forth in the development agreement.
- **SECTION 5. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body and publication once in the official City newspaper.
- **SECTION 6. Recording.** The City Clerk shall file a certified copy of this Ordinance with the Register of Deeds of Johnson County, Kansas.

[Balance of page intentionally left blank]

PASSED by the Governing Body on this 19th day of December, 2022 and **APPROVED AND SIGNED** by the Mayor.

CITY OF ROELAND PARK, KANSAS

	By:	Mike Kelly, Mayor
(SEAL)		3 / 3
ATTEST:		
By: Kelley Nielsen, City Clerk		
Kelley Melsen, City Clerk		
APPROVED AS TO FORM:		
Steve F. Mauer City Attorney		

CID Ordinance

EXHIBIT A

LEGAL DESCRIPTION OF COMMUNITY IMPROVEMENT DISTRICT

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

Commencing at the Northeast corner of the Northwest Quarter of said Section 4; thence South 2°31'58" East, along the East line of the Northwest Quarter of said Section 4, a distance of 594.35 feet to the Point of Beginning; thence North 78°00'03" East, departing the East line of the Northwest Quarter of said Section 4, a distance of 247.12 feet to a point on the Western right-of-way line of Roe Lane, as now established; thence South 12°03'57" East, along the Western right-of-way line of said Roe Lane, a distance of 317.23 feet to a point of intersection in the Western right-of-way line of said Roe Lane; thence South 12°03'57" East, departing the Western right-of-way line of said Roe Lane, a distance of 100.00 feet; thence South 63°47'03" West a distance of 79.73 feet; thence Southwesterly, along a curve to the left that is non-tangent with the exit of the last described course, having a radius of 300.00 feet, a central angle of 25°01'43", and an arc distance of 131.05 feet to a point on the Northwestern right-of-way line of W. 48th Street, as now established; thence along the Northwestern right-of-way line of said W. 48th Street the following (5) courses: 1) Southwesterly along a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 38°45'18" West, a radius of 300.00 feet, a central angle of 1°58'16", and an arc distance of 10.32 feet; 2) South 36°46'32" West a distance of 112.40 feet; 3) South 52°33'03" West a distance of 4.61 feet; 4) Southwesterly along a curve to the right that in non-tangent with the exit of the last described course, having an initial tangent bearing of South 43°02'55" West, a radius of 210.00 feet, a central angle of 19°00'11", and an arc distance of 69.65 feet; 5) South 52°33'03" West a distance of 34.42 feet to the intersection with the Northeastern right-of-way line of Roe Boulevard, as now established; thence along the Northeastern right-of-way line of said Roe Boulevard the following three (3) courses: 1) North 20°45'27" West a distance of 8.36 feet; 2) Westerly and Northwesterly along a curve to the right that in non-tangent with the exit of the last described course, having a radius of 210.00 feet, a central angle of 76°28'50", and an arc distance of 280.32 feet; 3) thence North 32°26'59" West a distance of 275.64 feet; thence North 44°06'13" East, departing the Northeastern right-of-way line of said Roe Boulevard, a distance of 396.21 feet; thence North 78°00'03" East a distance of 126.88 feet to the Point of Beginning. Containing 322,276 square feet, or 7.40 acres, more or less.

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

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

EXHIBIT B

MAP OF COMMUNITY IMPROVEMENT DISTRICT

The following property located in Johnson County, City of Roeland Park, Kansas:





MEMORANDUM

11.30.22

Keith MoodyCity of Roeland Park

The purpose of this communication is to provide an overview of council actions scheduled for its December 5, 2022, regular meeting related to the proposed redevelopment of The Rocks.

TIF PROJECT PLAN

Tax increment financing (TIF) in Kansas is a two-step approval process: first, the creation of a district; second, within an established district, one or more project plans. Earlier this year, the Roeland Park City Council created TIF District #4 encompassing The Rocks site. At its October 24, 2022, special meeting, the City Council passed a resolution setting a public hearing on a TIF project plan proposed for TIF District #4 related to the construction of a mixed-use (multifamily plus commercial use) project. Staff does not seek any action on the proposed TIF project plan at the December 6 meeting.

COMMUNITY IMPROVEMENT DISTRICT

The developer of the mixed-use project requests the City also create a community improvement district (CID) at the site. A CID permits the imposition of an additional sales tax—in this case, an additional two (2) percent—on retail sales within the district boundaries. Proceeds of the CID, like proceeds of the TIF, can be used to reimburse the developer for certain eligible project costs.

Pursuant to Kansas law, the City Council is obligated to hold a public hearing with respect to the creation of a CID that will impose a sales tax, as is the case here. Staff does not seek any action on the proposed CID petition at the December 6 meeting.

OTHER INCENTIVES REQUESTED

In addition to reimbursement of certain eligible costs from proceeds of a TIF and a CID, the developer also seeks the City's issuance of industrial revenue bonds (IRBs) for the purpose of providing an exemption from sales taxes on construction materials related to the project. As of the date of this memorandum, the developer estimates the value of these three incentives to be approximately \$19 million over the life of the incentives.

SUBSEQUENT ACTIONS

Staff continues to negotiate with the developer with the intention of bringing a fully-negotiated incentivized development for final approvals by the City Council at its December 19 regular meeting.

PETITION

FOR THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body of the City of Roeland Park, Kansas (the "Governing Body")

The undersigned, being the owners of record, whether resident or not, of all of the land area contained within the proposed community improvement district hereinafter described (the "District") to be located within the City of Roeland Park, Kansas (the "City"), do hereby request that the Governing Body create such District and authorize the construction of the Projects (defined herein), all in the manner provided by K.S.A. 12-6a26 et seq. (the "Act"). In furtherance of such request, the petitioners state as follows:

General Nature of the Proposed District Projects

The general nature of the proposed District project (the "Projects") to be constructed within the District includes but is not limited to:

- (1) within the district, the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, rehabilitation, maintenance, restoration, replacement, renewal, repair, installation, relocation, furnishing, equipping or extension of:
 - (A) buildings, structures and facilities;
 - (B) sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions and other site improvements;
 - (C) parking garages;
 - (D) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;
 - (E) parks, lawns, trees and other landscape;
- (2) within or without the district, costs for infrastructure located outside the district but contiguous to any portion of the district and such infrastructure is related to a project within the district or substantially for the benefit of the district.

Estimated Costs of the Proposed District Project

The total estimated cost of the proposed Project is \$76,749,377 of which \$1,000,000 plus the City's administrative fees is estimated to be funded by the District ("Reimbursable Project Costs").

Proposed Method of Financing the Proposed Project

The Project will be privately financed. The Reimbursable Project Costs will be financed on a pay as you go basis, i.e., the Reimbursable Project Costs will be paid for by the Developer without the issuance of notes or bonds, and the Developer may be reimbursed for the Reimbursable Project Costs as moneys are deposited in the District fund through the imposition of a the District sales tax (the "CID Sales Tax"), as further set forth in a development agreement to be entered into between the City and the developer named therein.

Proposed Amount and Method of Assessment

There will be no District special assessments on property within the boundaries of the proposed District to pay the costs of the Projects described by this Petition.

Proposed Amount of Community Improvement District Sales Tax

A CID Sales Tax will be imposed in the amount of two percent (2.00%) on the selling of tangible personal property at retail or rendering or furnishing of taxable services within the proposed District for a maximum term of up to 22 years.

Boundaries of Proposed Community Improvement District

The legal description of the proposed District is set forth on $\underline{\textbf{Exhibit A}}$ attached hereto and incorporated by reference herein.

A map generally outlining the boundaries of the proposed District is attached as $\underline{\mathbf{Exhibit}}$ $\underline{\mathbf{B}}$ hereto and incorporated by reference herein.

Notice to Petition Signers

The names of the signers of this Petition may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing Petition to create the District on the dates recorded below:

	CITY OF ROELAND PARK, KANSAS			
Ву:	Keith Moody, City Administrator			
STATE OF KANSAS)) ss. COUNTY OF JOHNSON)	KELLEY NIELSEN Notary Public-State of Kansas My Appt. Expires			
On this day of , 2022, before me personally appeared Keith Moody, who being by me duly sworn did say that he is City Administrator of the City of Roeland Park, Kansas, and that said instrument was signed and delivered on behalf of said City and acknowledged to me that he executed the same as the free act and deed.				
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.				
My Commission expires:	Notary Public			

CONTRACT PURCHASER:

EPC Real Estate Group	
a Kansas Limited Liability Co	ompany
By:	
1	
Name: Austra Zenjusy	
Title: Monty	
1100.	
,	
	ACKNOWLEDGMENT
STATE OF KALLAC	`
COUNTY OF Johnson) ss.
COUNTY OF Johnson	j ···
of EPC Real 1	this day of come to be the same person such person duly acknowledged the execution of the same.
	ve hereunto subscribed my name and affixed my official seal the
day and year last above written.	to note that subscribed my name and arrixed my official seal the
(Seal)	Maria Adams
(Scar)	Notary Public in and for said
	County and State
My Commission Expires:	
1/27/2026	
	GINA JOHNSON My Appointment Expires January 27, 2026

EXHIBIT A

LEGAL DESCRIPTION

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

Commencing at the Northeast corner of the Northwest Quarter of said Section 4; thence South 2°31'58" East, along the East line of the Northwest Quarter of said Section 4, a distance of 594.35 feet to the Point of Beginning; thence North 78°00'03" East, departing the East line of the Northwest Quarter of said Section 4, a distance of 247.12 feet to a point on the Western right-ofway line of Roe Lane, as now established; thence South 12°03'57" East, along the Western rightof-way line of said Roe Lane, a distance of 317.23 feet to a point of intersection in the Western right-of-way line of said Roe Lane; thence South 12°03'57" East, departing the Western right-ofway line of said Roe Lane, a distance of 100.00 feet; thence South 63°47'03" West a distance of 79.73 feet; thence Southwesterly, along a curve to the left that is non-tangent with the exit of the last described course, having a radius of 300.00 feet, a central angle of 25°01'43", and an arc distance of 131.05 feet to a point on the Northwestern right-of-way line of W. 48th Street, as now established; thence along the Northwestern right-of-way line of said W. 48th Street the following (5) courses: 1) Southwesterly along a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 38°45'18" West, a radius of 300.00 feet, a central angle of 1°58'16", and an arc distance of 10.32 feet; 2) South 36°46'32" West a distance of 112.40 feet; 3) South 52°33'03" West a distance of 4.61 feet; 4) Southwesterly along a curve to the right that in non-tangent with the exit of the last described course, having an initial tangent bearing of South 43°02'55" West, a radius of 210.00 feet, a central angle of 19°00'11", and an arc distance of 69.65 feet; 5) South 52°33'03" West a distance of 34.42 feet to the intersection with the Northeastern right-of-way line of Roe Boulevard, as now established; thence along the Northeastern right-of-way line of said Roe Boulevard the following three (3) courses: 1) North 20°45'27" West a distance of 8.36 feet; 2) Westerly and Northwesterly along a curve to the right that in non-tangent with the exit of the last described course, having a radius of 210.00 feet, a central angle of 76°28'50", and an arc distance of 280.32 feet; 3) thence North 32°26'59" West a distance of 275.64 feet; thence North 44°06'13" East, departing the Northeastern right-of-way line of said Roe Boulevard, a distance of 396.21 feet; thence North 78°00'03" East a distance of 126.88 feet to the Point of Beginning. Containing 322,276 square feet, or 7.40 acres, more or less.

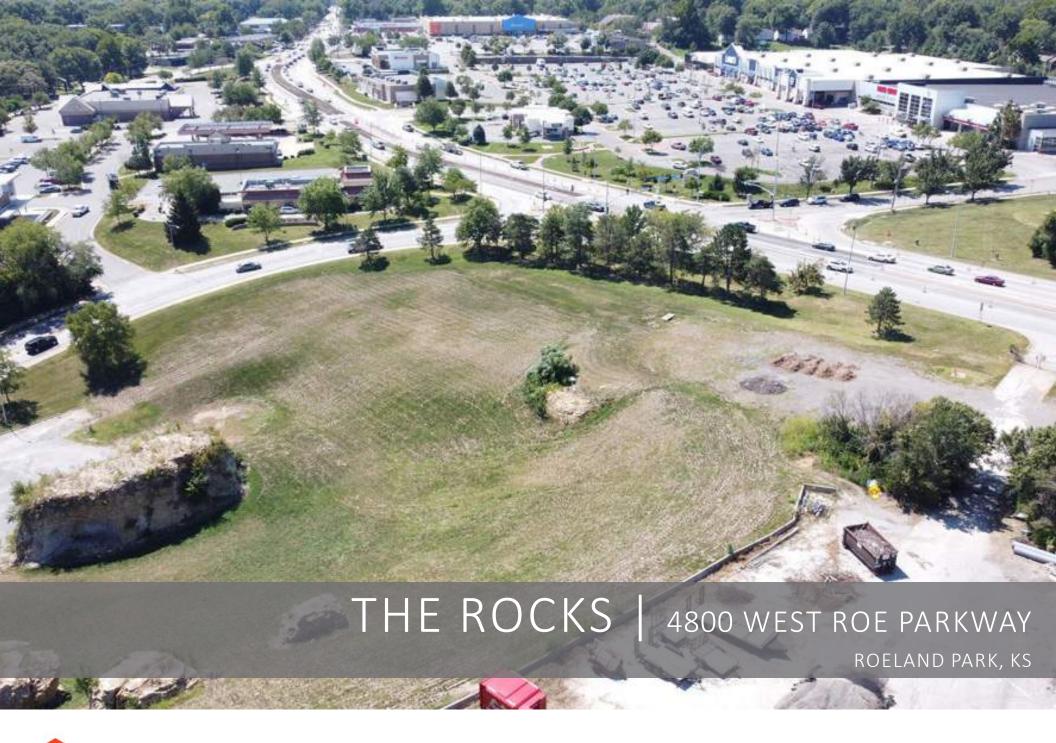
The bearings in this description are based on the Kansas State Plane Coordinate System, North Zone, NAD83.

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

EXHIBIT B

MAP





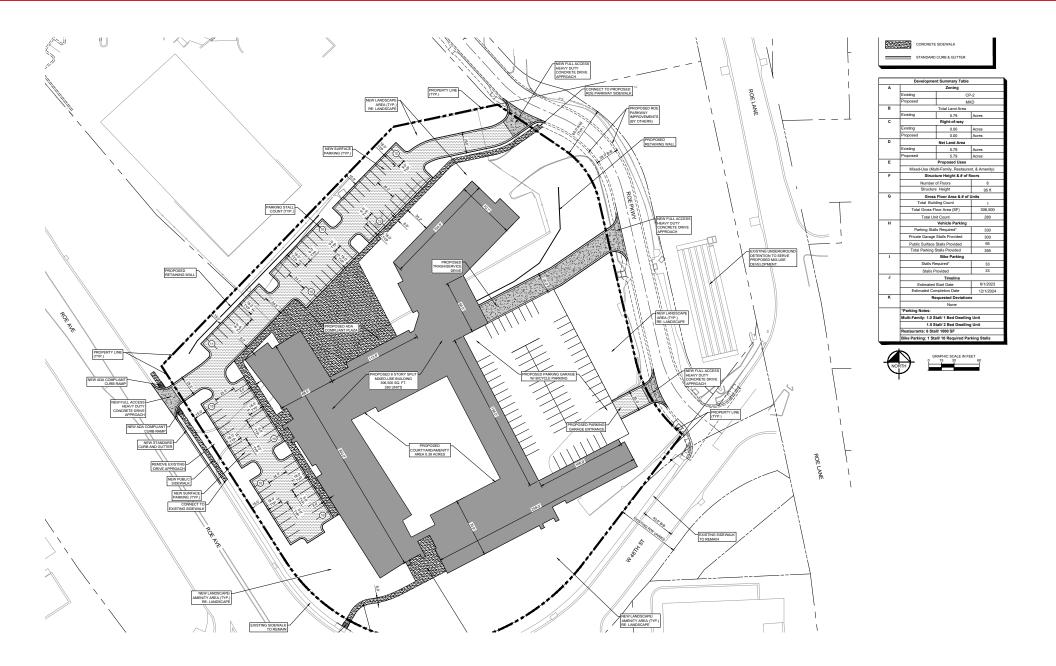


Existing Site



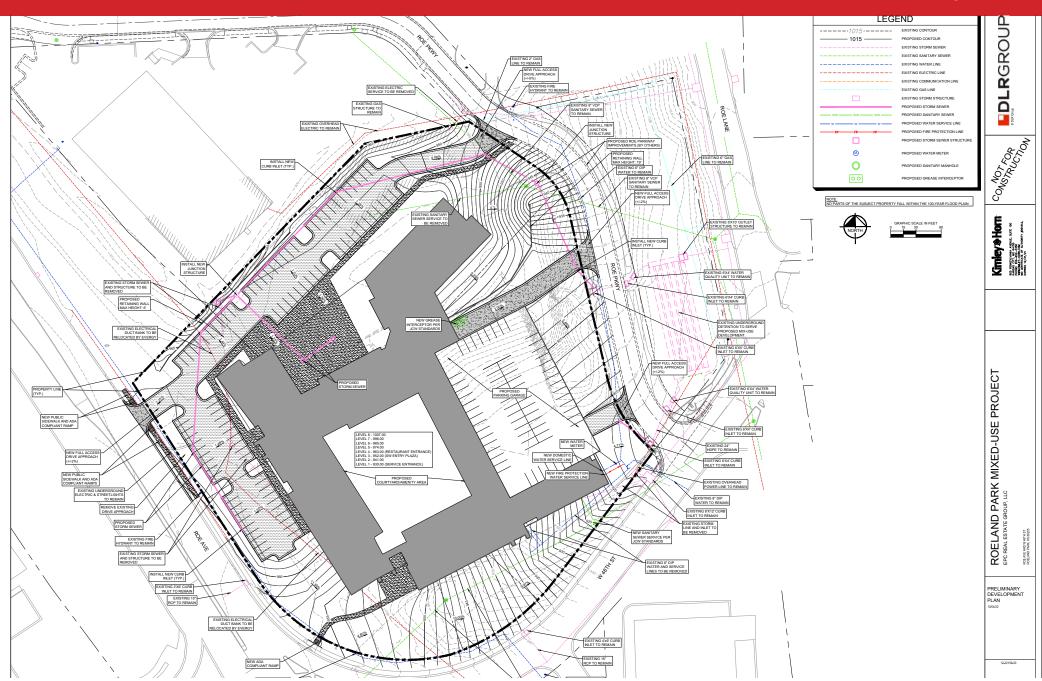


Site Plan

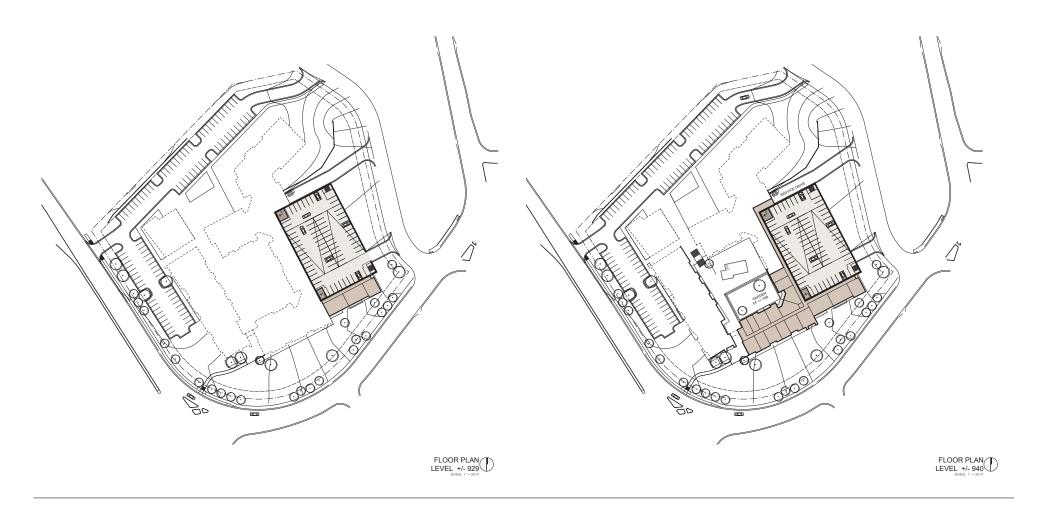




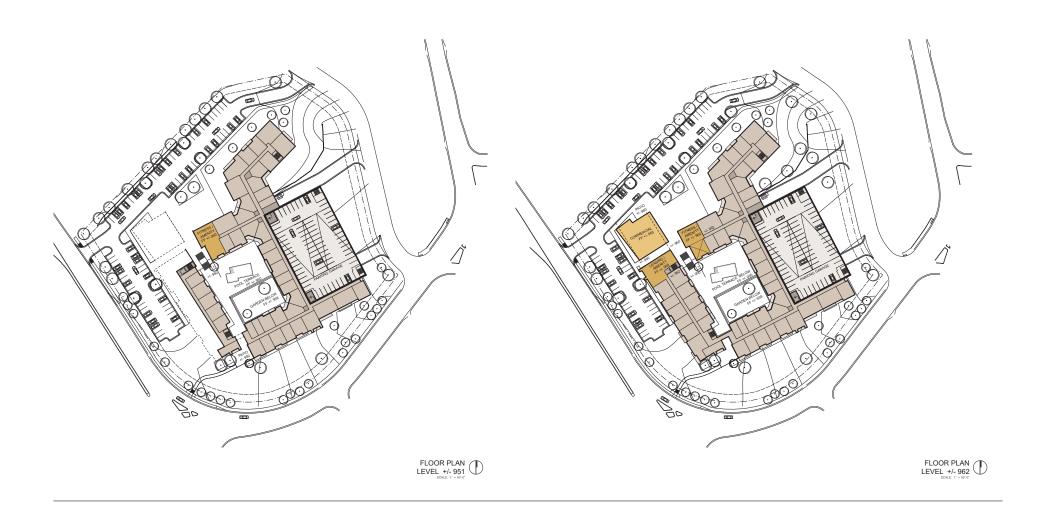
Grading Plan



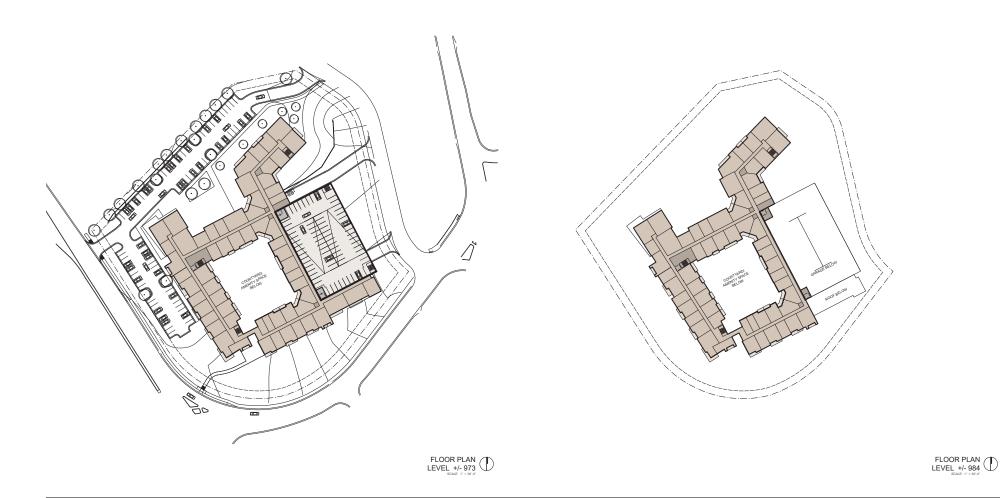






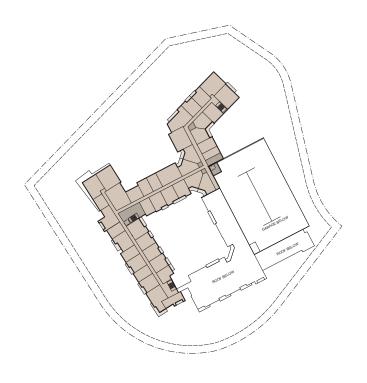


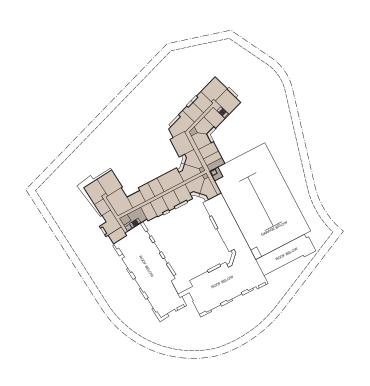






Level 6-7 (3&4 Above Grade)





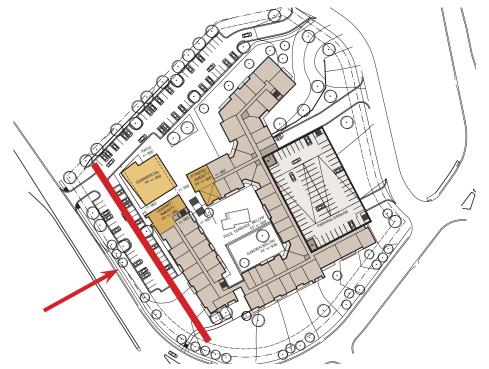
FLOOR PLAN LEVEL +/- 995 SCALE: 1" = 50'-0" FLOOR PLAN LEVEL +/- 1006



West Elevation







CONFIDENTIAL



South Elevation



SOUTH ELEVATION





North West Corner



VIEW OF COMMERCIAL SPACE FROM NORTHWEST VEHICULAR ACCESS



South West Corner



VIEW OF CORNER FROM ROE BLVD & 48TH STREET



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

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

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

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

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

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

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

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

City:

City of Roeland Park, Kansas

Attn: City Administrator Keith Moody

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

Developer:

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

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

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

EPC Real Estate Group LLC ("Developer")

Date: 6.21.22

City of Roeland Park, Kansas ("City")

By:

City Administrator Keith Moody

Date:

Approved As To Form:

Alex Felzien, City Attorney for Roeland Park

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





Item Number: New Business- VIII.-C.

Committee 12/19/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/15/2022 Submitted By: Keith Moody

Committee/Department: Admin.

Title: Resolution 700 - Intent to Issue IRB's for Sales Tax Exemption

for EPC Project (5 min)

Item Type: Resolution

Recommendation:

Staff recommends approval of the resolution of intent to issue IRB's for Sales Tax Exemption for the EPC Project.

Details:

The attached resolution reflects the City's intent to issue Industrial Revenue Bonds for the purpose of qualifying material purchases for sales tax exemption on the EPC project. The bonds are not a liability of the City. The attached memo from Columbia Capital provides additional details concerning the procedure in issuing IRB's. Also attached is the formal request from EPC for the City to issue IRB's.

The MOU executed between EPC and the City (attached, section 7) contemplates the use of IRB's, a CID sales tax and the use of TIF to provide incentives that total up to 25% of the total project cost. The development agreement Council will be considering later on this agenda also reflects the use of this incentive well as the CID and TIF incentive tools in support of this project.

The use of IRB's will afford the developer sales tax exemption on the purchase of materials to construct the project. It is estimated that this will amount to \$2.1 million is sales tax savings (incentive) to the developer. This incentive accrues to the benefit of the developer as they purchase materials exempt from sales tax for construction.

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
D	Resolution 700- Intent to Issue IRBs for EPC Project	Cover Memo
D	Columbia Captial Memo on IRB 1212-22	Cover Memo
ם	EPC Request to Issue IRB's for Sales Tax Exemption	Cover Memo
D	MOU for The Rocks Site with EPC	Cover Memo

RESOLUTION NO. 700

RESOLUTION DETERMINING THE INTENT OF THE CITY OF ROELAND PARK, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS IN THE AMOUNT NOT TO EXCEED \$30,511,313 TO FINANCE THE COSTS OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL PROJECT FOR THE BENEFIT OF EPC REAL ESTATE GROUP, LLC AND ITS SUCCESSORS AND ASSIGNS (SALES TAX EXEMPTION ONLY)

WHEREAS, the City of Roeland Park, Kansas (the "Issuer"), desires to promote, stimulate and develop the general welfare and economic prosperity of the Issuer and its inhabitants and thereby to further promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas; and

WHEREAS, the Issuer is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the Act) for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, EPC Real Estate Group, LLC, a Kansas limited liability company (and its permitted successors and assigns, the "Company") has submitted to the Issuer a letter (the "Application") requesting the issuance of industrial revenue bonds by the Issuer to finance the cost of acquiring, constructing and equipping a commercial project consisting of a multistory mixed-use commercial and multifamily development, as more fully described in the Application (the "Project") through the issuance of its industrial revenue bonds in the principal amount not to exceed \$30,511,313 (collectively, the "Bonds"), and to lease the Project to the Company in accordance with the Act; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that the Issuer finance the costs of the Project by the issuance of the Bonds under the Act, the principal amount of the Bonds not to exceed \$30,511,313, such Bonds to be payable solely out of rentals, revenues and receipts derived from the lease of the Project by the Issuer to the Company.

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

Section 1. Approval of Project. The governing body of the Issuer hereby finds and determines that the acquiring, constructing and equipping of the Project will promote the general welfare and economic prosperity of the Issuer and the issuance of the Bonds to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act. The Project shall be generally located at the northeast corner of 48th Street and Roe Avenue in the City of Roeland Park, Kansas, commonly known as "The Rocks" site, as further described in the Application.

Section 2. Intent to Issue Bonds. The governing body of the Issuer hereby determines and declares the intent of the Issuer to acquire, construct and equip the Project out of the proceeds of the Bonds of the Issuer in the principal amount not to exceed \$30,511,313, to be issued pursuant to the Act.

Section 3. Provision for the Bonds. Subject to the conditions of this Resolution, the Issuer expresses its intent to (i) issue the Bonds to pay the costs of acquiring, constructing and equipping the Project, with such maturities, interest rates, redemption terms and other provisions as may be determined

by ordinance of the Issuer; (ii) provide for the lease (with an option to purchase) of the Project to the Company; and (iii) to effect the foregoing, adopt such resolutions and ordinances and authorize the execution and delivery of such instruments and the taking of such action as may be necessary or advisable for the authorization and issuance of the Bonds by the Issuer and take or cause to be taken such other action as may be required to implement the aforesaid.

Section 4. Conditions to Issuance. The issuance of the Bonds and the execution and delivery of any documents related to the Bonds are subject to: (i) obtaining any necessary governmental approvals; (ii) agreement by the Issuer, the Company and the purchaser of the Bonds upon (a) mutually acceptable terms for the Bonds and for the sale and delivery thereof, and (b) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project; (iii) the Company's compliance with the Issuer's policies relating to the issuance of industrial revenue bonds, if any, and any agreements for development of the Project entered into between the Issuer and Company (the "Development Agreement"); (iv) the passage and publication of an Ordinance authorizing the issuance of the Bonds; and (v) Company's payment of all of the costs of issuance related to the issuance of the Bonds.

Section 5. Sale of the Bonds. The sale of the Bonds shall be the sole responsibility of the Company; provided, however, arrangements for the sale of the Bonds shall be acceptable to the Issuer.

Section 6. Limited Obligations of the Issuer. The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable solely out of the amounts derived by the Issuer under a Lease Agreement with respect to the Bonds and as provided herein and are secured by a transfer, pledge and assignment of and a grant of a security interest in the trust estate to the bond trustee for such series of Bonds and in favor of the owners of such series of Bonds, all as provided in the indenture related to the Bonds. The Bonds shall not constitute a general obligation of the Issuer, the State or of any other political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the Issuer, the State or of any other political subdivision thereof and shall not be payable in any manner by taxation, but shall be payable solely from the funds provided for as provided in the indenture related to the Bonds. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer, the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 7. Authorization to Proceed. The Company is hereby authorized to proceed with the acquiring, constructing and equipping of the Project, including the necessary planning and engineering for the Project and entering into of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes, and, to the extent permitted by law and upon compliance with the other requirements of this Resolution, the Issuer will reimburse the Company for all expenditures paid or incurred therefor out of the proceeds of the Bonds.

Section 8. No Reliance on Resolution. Kansas law provides that the Issuer may only issue the Bonds by passage of an Ordinance and compliance with other state law requirements. The Issuer has not yet passed an Ordinance for the Bonds. This Resolution only evidences the intent of the current governing body to issue the Bonds for the Project. The Company should not construe the adoption of this Resolution as a promise or guarantee that the Ordinance for the Bonds will be passed or that the Project will be approved.

Section 9. Termination of Resolution. This Resolution shall terminate three years from the date of the adoption of this Resolution unless (i) Bonds have been issued for the Project; or (ii) a building permit has been issued by the Issuer for the Project. The Issuer, upon the written request of the Company, may extend this time period. Notwithstanding the foregoing, this Resolution will lapse and terminate upon the termination of the Development Agreement.

Section 10. Benefit of Resolution. This Resolution will inure to the benefit of the Issuer and the Company. The Issuer may, at the prior written request of the Company, assign all or a portion of the Company's interest in this Resolution to another entity, and such assignee will be entitled to the benefits of the portion of this Resolution assigned and the proceedings related hereto.

Section 11. Further Action. Counsel to the Issuer and Gilmore & Bell, P.C., Bond Counsel for the Issuer, together with the officers and employees of the Issuer, are hereby authorized to work with the purchaser of the Bonds, the Company, their respective counsel and others, to prepare for submission to and final action by the Issuer all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder.

Section 12. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Issuer.

[Balance of page intentionally left blank]

ADOPTED this 19th day of December, 2022.

CITY OF ROELAND PARK, KANSAS

	By:
[SEAL]	Mike Kelly, Mayor
ATTEST:	
Kelley Nielsen, City Clerk	
APPROVED AS TO FORM:	
Steve E. Mauer, City Attorney	

IRB Resolution of Intent



MEMORANDUM

12.12.22

Keith MoodyCity of Roeland Park

The purpose of this communication is to provide some context for the item on the December 19, 2022, agenda of the regular meeting of the Roeland Park City Council related to a resolution of intent to issue industrial revenue bonds to benefit the Rocks redevelopment with the purpose of providing the developer with a sales tax exemption on construction materials.

DEVELOPMENT AGREEMENT

The draft development agreement by and between the City and EPC Real Estate Group, LLC (the Developer) for the construction of an apartment complex and commercial space at the parcel known as "The Rocks" (the Project) contemplates that the City will take actions necessary to permit the Project to benefit from an exemption from sales taxes on construction materials.

SALES TAX EXEMPTION MECHANISM

Under Kansas law, the mechanism by which the City can offer a project a sales tax exemption is via the issuance of industrial revenue bonds (IRBs). The process commences with City Council adoption of a resolution of intent to issue IRBs in support of the Project. This initial action is scheduled for December 19. A number of months from now, staff will request the City Council pass an ordinance authorizing the issuance of the bonds themselves.

NO RISK TO THE CITY

The IRB Act (KSA 12-1740) prohibits the City from taking any financial responsibility for repayment of the bonds. Typically, the bonds would be purchased by the Developer or its bank. IRBs issued for the purpose of provide a sales tax exemption are typically repaid in full shortly after completion of construction on the subject project. The Developer bears all costs associated with the IRB issuance process.



900 W. 48th Street, Suite 900, Kansas City, MO 64112 • (816) 753-1000

November 29, 2022

Robert C. Johnson 816.360.4359 rjohnson@polsinelli.com

VIA EMAIL ONLY

Governing Body of the City of Roeland Park Attention: City Administrator Keith Moody 4600 W. 51st Street, Suite 200, Roeland Park, Kansas 66205

Re: Request for issuance of Industrial Revenue Bonds for the purpose of a sales tax exemption for The Rocks mixed-use development project.

Dear Governing Body:

This letter serves as a request on behalf of EPC Real Estate Group, LLC and its affiliate, RP Developers, LLC, (collectively "EPC") to the Governing Body of the City of Roeland Park (the "Governing Body") to issue Industrial Revenue Bonds (the "IRBs") for the purpose of a sales tax exemption for its project known as The Rocks.

EPC intends to develop The Rocks as a mixed-use development containing an approximately 250,000 square foot multi-family residential complex consisting of at least 252 residential units, an amenity courtyard with a swimming pool, approximately 3,500 square feet of commercial space planned to initially include a sit-down restaurant without a drive-thru and offering alcohol sales and outdoor seating and patio service, parking, and other various site amenities and improvements on the property. EPC seeks to develop The Rocks in order to produce a high-quality mixed-use project that would be one-of-a-kind within the City. The issuance of IRBs will enable EPC to accomplish this objective.

The Rocks project is more specifically described in <u>Exhibit A</u>, and the site plan for the project is depicted in <u>Exhibit B</u>, both attached hereto. Elevations demonstrating the planned architecture for The Rocks is also included in the attached Exhibit C.

Pursuant to the foregoing, EPC respectfully requests that the Governing Body adopt a resolution of intent at its December 19th meeting to issue the IRBs in a principal amount not to exceed \$30,511,313 (which reflects the portion of project costs to which the sales tax exemption will be applied).

Sincerely,

Robert C. Johnson

85797358.5



November 29, 2022 Page 2

EXHIBIT A

Summary of The Rocks Development Project

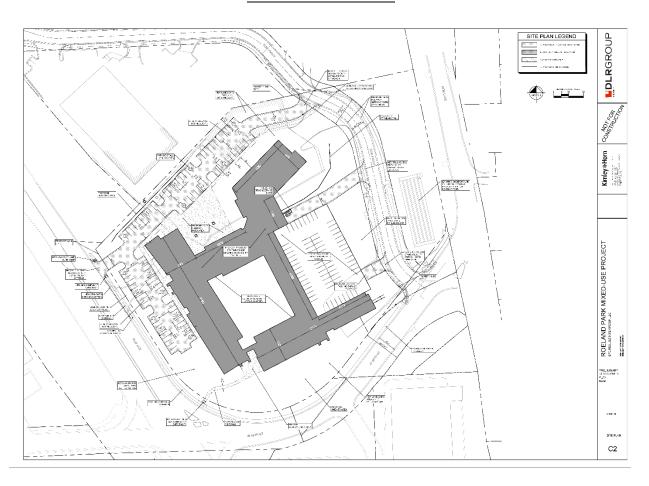
The improvements to be constructed by EPC as part of The Rocks include, but are not limited to, an approximately 250,000 square foot multi-family residential complex consisting of at least 252 residential units, an amenity courtyard with a swimming pool, approximately 3,500 square feet of commercial space planned to initially include a sit down restaurant without a drive-thru and offering alcohol sales and outdoor seating and patio service, surface parking with an amount of spaces as defined by the Zoning Approvals (as defined within the Development Agreement entered into by and between EPC and the Governing Body), a parking garage with an amount of stalls defined by the Zoning Approvals, a plaza and a courtyard separate from the amenity courtyard affiliated with the multi-family complex, and all related infrastructure and landscaping.



November 29, 2022 Page 3

EXHIBIT B

Site Plan of The Rocks





November 29, 2022 Page 4

EXHIBIT C

The Rocks Architectural Elevations



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

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

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

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

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

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

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

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

City:

City of Roeland Park, Kansas

Attn: City Administrator Keith Moody

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

Developer:

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

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

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

EPC Real Estate Group LLC ("Developer")

Date: 6.21.22

City of Roeland Park, Kansas ("City")

By:

City Administrator Keith Moody

Approved As To Form:

Alex Felzien, City Attorney for Roeland Park

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





Item Number: New Business- VIII.-D.

Committee 12/19/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/15/2022 Submitted By: Keith Moody

Committee/Department: Admin.

Title: Resolution 701 - Approving Development Agreement with EPC

(10 min)

Item Type: Resolution

Recommendation:

Staff recommends approval of the Development Agreement with EPC. The business terms are consistent with those reflected in the MOU executed previously. The performance and penalty provisions contained within the agreement are designed to ensure the project meets the investment size, quality, timing, land use mix, sustainability and affordability desires expressed by Council.

Details:

The development agreement spells out the responsibilities of the developer as well as the City for a project that is receiving incentives. In this case it also addresses architectural and design approval and re-purchase provisions unique due to the City being the land-owner.

The business terms reflected in the Memorandum of Understanding (1st step) as well as terms in the Land Purchase Agreement (2nd step) are reiterated in the development agreement. As the plan has matured and details added to the initial concept the order of magnitude elements such as square footage, number of living units, number of parking spaces and total investment have been updated and reflected in the development agreement (or in the approved Development Plan as the case may be).

To ensure the mix of use and magnitude of the project constructed meets or exceeds that of the proposed project there are performance provisions included in the development agreement. Performance provisions are also included for Attainable Housing, Sustainable Building Efforts, Timely Progress, and a Restaurant.

The development agreement reflects the use of three incentive tools which in total are limited to

25% of the project costs. The cost of the electric duct bank relocation is not subject to the 25% incentive cap due to it being an unusual development expense and currently has an unknown cost.

Jeff White and Steve Mauer will highlight the key elements of the development agreement at the meeting.

Financial Impact

Amount of Request: Incentives Capped at 25% of Project Cost			
Budgeted	Budgeted Amount: Est=\$16.4 mm of TIF incentive + \$1 mm of CID incentive + \$2.1 mm of		
Item?	IRB Sales Tax avoidance		
Line Item Code/Description: TIF 4 Fund and new CID Fund			

Additional Information

Link to EPC Preliminary Development Plan (Exhibit C of the Development Agreement): https://www.roelandpark.org/DocumentCenter/View/4978/Roeland-Park PrelimDevelopmentPlan COMBINED revised-221101-PM?bidId=

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

	Description	Type
D	Resolution 701 Approving Development Agreement with EPC	Cover Memo
D	Development Agreement with EPC	Cover Memo
ם	Land Purchase Agreement for The Rocks with EPC (Exhibit F of development Agreement)	Cover Memo
D	Mauer Review of Development Agreement Outline	Cover Memo
ם	EPC Preliminary Development Plan Presentation to Planning Commission	Cover Memo
D	MOU for The Rocks Site with EPC	Cover Memo

RESOLUTION NO. 701

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ROELAND PARK, KANSAS AND EPC REAL ESTATE GROUP, LLC.

WHEREAS, the City of Roeland Park, Kansas (the "City") is a municipal corporation duly organized and validly existing under the laws of the State of Kansas as a city of the second class; and

WHEREAS, EPC Real Estate Group, LLC, a Kansas limited liability company ("Developer") plans to acquire, design, develop, and construct a mixed-use development that is anticipated to include commercial space, multi-family residential uses, a parking garage, surface parking, landscaping, lighting, sidewalks/walkways, streets/drives, ingress/egress and other associated infrastructure improvements with a total investment of approximately \$74,599,979 (collectively, the "Project") on approximately six (6) acres of land generally located at the northeast corner of 48th Street and Roe Avenue within the City; and

WHEREAS, in connection with the Project, Developer has requested certain local incentives, including tax increment financing, a community improvement district, and the issuance of industrial revenue bond for the purpose of providing sales tax exemption on certain Project costs; and

WHEREAS, to set forth the terms of the Project between the City and Developer, the City Council (the "Governing Body") has determined it is advisable to enter into the Development Agreement with the Developer (the "Development Agreement").

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

Section 1. Approval of Development Agreement. The Governing Body hereby approves and authorizes the Mayor to execute the Development Agreement in substantially the form presented to and reviewed by the Governing Body at this meeting (copies of the Development Agreement shall be on file in the records of the City), with such changes therein as shall be approved by the City Attorney, the City Administrator, and the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof and the same are hereby approved in all respects.

Section 2. Execution of Development Agreement. That the Mayor is hereby authorized and directed to execute and deliver the Development Agreement, and any other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, for an on behalf of and as the act and deed of the City. The Mayor, City Clerk and other City staff are authorized to take such further actions as necessary to carry out the intent of this Resolution.

Section 3. Effective Date. This Resolution shall take effect and be in force from and after its adoption.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

(SEAL)	Mike Kelly, Mayor	
ATTEST:		
Kelley Nielsen, City Clerk		
APPROVED AS TO FORM:		

Steve E. Mauer, City Attorney

ADOPTED by majority vote of the City Council of the City of Roeland Park, Kansas, on December 19, 2022 and **APPROVED AND SIGNED** by the Mayor.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into effective as , 2022 (the "Effective Date") by and between the CITY OF ROELAND PARK, of KANSAS, a municipal corporation duly organized and existing under the laws of the State of Kansas (the "City"), and EPC REAL ESTATE GROUP, LLC a Kansas limited liability company, and its permitted successors or assigns as provided herein ("Developer"). The City and Developer shall sometimes be collectively referred to herein as the "Parties." WHEREAS, on September 6, 2022 the City and Developer entered into a Land Sale Agreement for certain property owned by the City, more particularly described on **Exhibit A** (the "Project Site"); WHEREAS, the Developer has proposed to engage in a mixed-use development project commonly known as "The Rocks", which is anticipated to include commercial space, multi-family residential uses, parking garage, surface parking, landscaping, lighting, sidewalks/walkways, streets/drives, ingress/egress and other associated infrastructure improvements, including relocation of the Electrical Duct Bank (as defined below) by the City, with a total investment of approximately \$74,599,979 (excluding sales tax as a result of the City issuance of industrial revenue bonds in accordance with Section 4.02 below), all upon approximately six (6) acres of land generally located at the northeast corner of 48th Street and Roe Avenue, all of which is sometimes referred to as the "Project"; WHEREAS, on February 21, 2022 the City passed Ordinance No. 1027 which established the redevelopment district described therein (the "TIF District") pursuant to K.S.A. 12-1770 et seq. (the "TIF Act"); WHEREAS, the Developer also requested that the City provide tax increment financing to finance a portion of the costs of the Project within the TIF District, and to issue industrial revenue bonds (the "IRBs") for the purpose of obtaining an exemption on sales taxes levied by Kansas governmental entities for construction materials, equipment and furnishings for the Project; WHEREAS, on ______, 2022, the City approved a redevelopment project plan for the TIF District through the passage of Ordinance No. _____ pursuant to the TIF Act and approved a resolution of intent to issue the IRBs; WHEREAS, the Developer has also filed a petition with the City to establish a community improvement district encompassing the Project Site and adjacent right-of-way (the "CID") to impose a special Two Percent (2%) sales tax within the boundaries of the CID to assist with

WHEREAS, on ______, 2022 the City also approved the creation of the CID

funding the costs of development within the CID;

through passage of Ordinance No. _____ pursuant to the CID Act.

WHEREAS, the Parties wish to enter into this Development Agreement to reflect the terms for the development of the Project Site and for providing tax increment financing, community improvement district financing, and the issuance of industrial revenue bonds, all for the purposes of financing a portion of the costs of the Project; and

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

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Agreement, the following capitalized words and terms as used in this Agreement shall have the following meanings:

"Captured Taxes" means the "Tax Increment" defined in K.S.A. 12-1770(a)(u) generated by the TIF District. The term Captured Taxes shall not include any special assessments levied upon the TIF District or any sales taxes collected within the TIF District.

"Captured Tax Fund" means the separate fund established by the City for deposit of the Captured Taxes.

"Certificate of Completion" has the meaning set forth in **Section 4.08.B.** hereof.

"Certification of Expenditure" has the meaning set forth in **Section 4.06.A.** hereof.

"Certificate of Occupancy" means, collectively, that certain or those certain Certificate(s) of Occupancy issued by the City for each portion of the Project pursuant to the Code of the City of Roeland Park, Kansas.

"CID" means the community improvement district established by the City pursuant to the CID Ordinance, which contains within its boundaries the real property legally described and generally depicted in **Exhibit B**.

"CID Act" means K.S.A. 12-6a26 et seq., as amended and supplemented.

"CID Eligible Project Costs" means those costs as set forth in an approved Certificate of Expenditure and eligible to be reimbursed from funds held within the CID Fund in accordance with the CID Act and this Agreement.

"CID Fund" means the _____ Community Improvement District fund established herein and held by the City.

"CID Ordinance" means the ordinance passed by the Governing Body establishing the CID.

"CID Sales Tax" means the additional Two Percent (2%) sales tax levied within the CID pursuant to the CID Ordinance.

"CID Term" means the timeframe commencing on the first date the CID Sales Tax is imposed to the earlier of (i) twenty-two (22) years from such date, or (ii) payment to Developer of all Private Eligible Project Costs in an amount not to exceed the Reimbursement Cap, exclusive of payment to the City of the City Administrative Fee.

"City" means the City of Roeland Park, Kansas.

"City Administrative Fee" has the meaning set forth in **Section 4.10.**

"City District Expenses" means all reasonable documented, out-of-pocket administrative expenses incurred solely in connection with the Project, including attorney's fees, consultants' fees, postage, copying costs, recording costs and similar expenses, but expressly excluding wages of City employees or other costs typically incurred in the day-to-day operations of the City.

"City Representative" means the City Administrator of the City, or such other person or persons at the time designated to act on behalf of the City Administrator in matters relating to this Agreement.

"Closing" shall mean Developer taking fee title to the Project Site pursuant to the Land Sale Agreement.

"Consent" means a written document evidencing agreement or concurrence with the performance of an act.

"Developer" means EPC Real Estate Group, LLC and its permitted successors and assigns.

"Developer Financing" means the nonpublic financing of a portion of the costs of the Project by Developer from Developer's equity and/or conventional loans.

"Developer Representative" means such persons at the time designated to act on behalf of Developer in matters relating to this Agreement as evidenced by a written certificate furnished to City containing the signature of such person or persons and signed on behalf of Developer.

"Development Plan" means the Developer's preliminary development plan approved by the City and amended from time to time and attached as **Exhibit C**.

"Development Schedule" means the development schedule provided by Developer and attached as $\mathbf{Exhibit} \mathbf{D}$.

"Electrical Duct Bank" means the electrical conduit running from north of Roe Parkway through the Project Site, which is both on and off-site but must be relocated for purposes of the Project and construction of Roe Parkway. A diagram of the Electrical Duct Bank is attached as **Exhibit E.**

"Governing Body" shall mean the City Council of the City.

"IRBs" means the Industrial Revenue Bonds described in more detail in this Agreement.

"Land Sale Agreement" means the agreement entered into by the Parties on September 6, 2022, attached hereto and incorporated herein as if fully set forth herein as **Exhibit F**.

"Pay-As-You-Go Reimbursement" means the reimbursement of Private Eligible Project Costs with Captured Taxes held for such purpose in the Captured Tax Fund and/or CID Revenues held for such purpose in the CID Fund from time to time as such expenses are incurred and documented as provided herein and in accordance with applicable law.

"Private Eligible Project Costs" means TIF Eligible Project Costs and CID Eligible Project Costs as set forth in this Agreement and shown in the Project Budget.

"Project" shall have the meaning described in **Section 3.1(a)** below.

"Project Budget" means the estimated budget setting forth anticipated Total Development Cost and Private Eligible Project Costs, attached hereto as **Exhibit G** and to be amended from time to time in accordance with this Agreement.

"Project Plan" means the plan for the redevelopment project area within the TIF District prepared and submitted by the Developer to the City pursuant to K.S.A. 12-1772 and approved by the Governing Body of the City.

"Project Site" shall have the meaning described in the first whereas clause.

"Reimbursement Cap" shall have the meaning set forth in **Section 4.04**.

"Repurchase Trigger Date" shall have the meaning set forth in **Section 8.03**.

"Restaurant" shall mean a sit-down restaurant, without a drive-thru, offering alcohol sales, outdoor seating, and patio service, or otherwise approved by the City in its sole discretion.

"Roe Parkway Improvements" shall mean those improvements to be constructed by the City connecting Roe Parkway to Roe Avenue, and constructing curb and gutter, mill and overlay and other related improvements to Roe Parkway, all as shown on **Exhibit H** attached hereto.

"Term" shall have the meaning set forth in **Section 2.4**.

"TIF Act" means K.S.A. 12-1770 et seq., as amended and supplemented.

"TIF District" shall have the meaning described in the third whereas clause.

"TIF Eligible Project Costs" means those costs as set forth in an approved Certificate of Expenditure and eligible to be reimbursed from funds held in the Captured Tax Fund in accordance with the TIF Act and this Agreement.

"TIF Term" means the timeframe commencing on the effective date of the Project Plan to the earlier of (i) twenty (20) years from such date, or (ii) payment to Developer of all Private Eligible Project Costs in an amount not to exceed the Reimbursement Cap, exclusive of payment to the City of the City Administrative Fee.

"Total Development Cost" shall be Developer's total costs to complete the Project as certified by Developer in writing at completion of the Project, to include actual interest paid to a third-party lender, limited until such time all Certificates of Occupancy are issued for the multifamily components of the Project.

"Traffic Study" shall mean a study conducted by a qualified professional analyzing traffic impacts produced by the Project while taking into account the Roe Parkway Improvements to be constructed by the City.

"Zoning Approvals" means the approved Development Plan for the Project, as may be revised and approved by the City from time to time, and such final development plan and plat approvals as may be approved by City from time to time.

ARTICLE II

SUBJECT OF AGREEMENT

Section 2.1 Purpose of Agreement. The real property to be developed in accordance with this Agreement is an approximately six (6)-acre parcel located in the City of Roeland Park, Johnson County, Kansas legally described on **Exhibit A**, which is currently comprised of vacant land and the City's Public Works facility. This Agreement is entered into by the Parties for the purpose of setting forth the terms and conditions governing the development of the Project Site and for providing tax increment financing, community improvement district financing, and the issuance of industrial revenue bonds for the purpose of financing a portion of the costs of the Project. The Project Site is being developed by Developer as depicted on the Development Plan attached as **Exhibit C** and amended from time to time. Developer's ability to develop the Project Site in accordance with the Development Plan is a material consideration of the City's sale of the Project Site to Developer.

Section 2.2 Performance of Agreement. The performance of the Parties to this Agreement insofar as it relates to timeliness shall be governed in all material respects by the terms and conditions of this Agreement. Developer shall complete the Project in accordance with <u>Article III</u> hereof.

Section 2.3 Restrictions on Transfer and Assignments. The qualifications of Developer are of concern to the City. Therefore, except as otherwise provided herein, Developer agrees that there shall be no assignment or transfer of the rights and duties of Developer under this Agreement and no conveyance of the Project or Project Site without the prior written consent of the Governing Body of the City, not to be unreasonably withheld, provided such transferee or assignee shall have the financial and operational wherewithal to fulfill the remaining duties of the Developer under this Agreement upon such transfer. In the event Developer intends to complete such an assignment, transfer, or conveyance as described in the previous sentence, Developer shall provide a written request to the City Representative. The City shall then have fifteen (15) days to request and review information concerning the prospective transferee. Following the expiration of said fifteen (15) day period, the City shall place the request for assignment, transfer, or conveyance on the agenda of the next regularly scheduled meeting of the Governing Body. Following any transfer or assignment under this section, Developer shall be released from all duties and obligations transferred or assigned.

(a) Notwithstanding anything contained herein to the contrary, assignments, transfers and conveyances of all, substantially all, or a portion of the Developer's rights and duties under this Agreement and in and to the Project Site to an Affiliate of

Developer shall be permissible without the consent of the City. The Developer shall provide written notice to the City within fifteen (15) days of transfer or assignment, with all germane information about the new Affiliate contained in the written notice. The term "Affiliate" shall mean any other entity directly or indirectly controlling, controlled by, or under common control with, Developer.

- (b) Notwithstanding anything contained herein to the contrary, for purposes of securing construction or permanent financing for the Project or any portion thereof, the Developer may, without the City's consent, assign or pledge to a financial institution providing such financing its rights under this Agreement, including the right to receive reimbursement for Private Eligible Project Costs incurred. In such event, Developer shall provide City with notice following any such assignment or pledge.
- (c) Notwithstanding anything contained herein to the contrary, the restrictions on transfer, assignment, and conveyance herein shall not apply to the rental and leasing of all or any portion of the Project Site.
- (d) At no point shall the Property be sold to, or owned by, a not-for-profit organization. Developer agrees to a recordable "deed restriction" reflecting this prohibited transfer.

Section 2.4 Term of the Agreement. This Agreement shall commence on the Effective Date and shall terminate upon the occurrence of any of the following: (a) pursuant to any term herein set forth or (b) the later of the expiration of both the TIF Term and the CID Term (the "Term").

ARTICLE III

DEVELOPMENT OF THE PROJECT

Section 3.1 Scope of Development.

- (a) The Project shall be constructed by Developer substantially in accordance with the Zoning Approvals as amended from time to time. The improvements to be constructed by the Developer as part of the "Project" include, but are not limited to, a multi-family residential complex of at least 250,000 square feet, not including the parking garage, consisting of at least 252 residential units, an amenity courtyard with a swimming pool, approximately 3,500 square feet of commercial space to initially be leased as a Restaurant, or as otherwise set forth in **Section 3.22**, surface parking with an amount of spaces as defined by the Zoning Approvals, a parking garage with an amount of stalls defined by the Zoning Approvals, a plaza and a courtyard separate from the amenity courtyard affiliated with the multi-family complex, and all related infrastructure and landscaping.
- (b) The Project Site shall be developed within the general controls established by the City codes and ordinances applicable to the zoning, construction and development of the Project Site.

- (c) Developer shall be responsible for applying for and obtaining all necessary governmental and any other permits and approvals as may be required in connection with the foregoing. The approvals of the City described herein shall be as required by the Code of the City of Roeland Park, Kansas (the "Code"), and all related laws governing municipal planning, zoning and subdivision, as well as any other applicable state and federal laws, rules and regulations. If not already obtained, Developer shall have a period up to ninety (90) days from the date of Closing to apply for a land disturbance permit or footings and foundations permit, subject to Force Majeure, including but not limited to delays caused by the City.
- (d) Except as otherwise specifically set forth herein, Developer shall be responsible for the construction, improvement, equipping, and installation of the private improvements and infrastructure on the Project Site as well as public sanitary sewer, storm sewer, water, electric (excluding relocation of the Electrical Duct Bank subject to the terms of **Section 4.11** herein), telecom, gas, and sidewalk construction in conformity with the Development Plan for the Project as approved by the City.
- (e) Because the Project Site is located on a primary entryway to the City, Developer shall include architectural renderings depicting the Project's aesthetic appearance, including exterior materials and design, as part of the Final Development Plan materials submitted to the City for final approval by the Governing Body. Approval of these architectural renderings shall be a component of the Governing Body's approval of the Project's Final Development Plan.
- (f) Developer shall comply with Resolution No. 601 of the City to the reasonable satisfaction of the Governing Body, which may include but not be limited to inclusion of Art in the Project such as expenditures for screening components of the parking garage for the Project. The Roeland Park Arts Advisory Committee may consider Developer's proposal if Developers information is submitted thirty (30) days in advance so they may make a recommendation concerning compliance with Resolution No. 601 for consideration by the Governing Body at the same meeting that the Governing Body considers the Final Development Plan for the project.
- (g) It is acknowledged by Developer that City would not enter into this Agreement or provide Developer with economic incentives without assurances that the Project will be timely constructed.

Section 3.2 Reserved.

Section 3.3 Construction Drawings and Related Documents. Developer shall prepare and submit construction drawings, specifications and related documents to the City for review as required by the Code. Developer understands and agrees that it is important to the City that the improvements utilize a high quality of architectural and engineering design and materials as defined by consistency with the Development Plan. The City and Developer and their approved

assignees shall communicate and consult as frequently as is necessary to ensure that the formal submission of any modifications of documents to the City can receive prompt consideration.

Section 3.4 City Approval of Changes to Project Plan and Related Documents Which Have Been Approved. If Developer desires to make any substantial changes in the Project Plan after it is approved by the City, Developer shall submit the proposed changes to the City for its approval under the Code, as applicable. No substantial change as defined in the TIF Act will occur without the process outlined in the TIF Act.

Section 3.5 Construction Schedule. Developer shall, subject to Force Majeure (including but not limited to the City's failure to complete relocation of the Electrical Duct Bank), commence construction by the date specified in the Development Schedule attached hereto as Exhibit D. "Commencement of construction" for purposes of this section shall be defined as issuance of a land disturbance permit or footings and foundations permit and commencement of work associated with such permit. Thereafter, subject to events of Force Majeure (as hereafter defined), Developer shall diligently pursue the Project to completion in accordance with the Development Schedule, with final completion of the Project evidenced by the City's execution of a Certificate of Completion, not to be unreasonably withheld, in substantially the form attached as **Exhibit J** hereto. Written progress reports based on this Development Schedule, specifying any updates thereto, shall be made by Developer at least quarterly to the City Administrator during construction. Developer may present modifications to the Development Schedule to the City Representative from time to time, which may be approved in his or her reasonable discretion. Notwithstanding the foregoing, any revision of the milestone labeled "Substantial Completion of Construction" within the Development Schedule attached as **Exhibit D** hereto shall be approved by the Governing Body, and not by the City Representative.

Section 3.6 City and Other Governmental Permits. Before commencement of construction of the Project, Developer shall, at its own expense, secure or cause to be secured any and all licenses, permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction.

Section 3.7 Rights of Access and Inspections.

- (a) Representatives of the City shall have the right of access to the Project Site, without charges or fees, upon reasonable notice and at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, and installing the Project, and shall comply with applicable safety rules in connection with such access and inspection of the work. Prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with Developer construction activity.
- (b) The City's inspections conducted pursuant to this Section 3.7 will not constitute a waiver of any of the provisions of this Agreement or any of the obligations of Developer hereunder, and neither the City nor its representatives shall be deemed to be in any way responsible for any matters related to design or construction of the

Project by reason of its rights of access and right to inspect the Project hereunder. Nothing contained in this Section 3.7 shall restrict or impede the right of the City to enter the Project Site as permitted by the proper application of any applicable laws or shall be deemed to constitute a waiver of any immunity from liability provided to the City by law.

Section 3.8 Local, State and Federal Laws. Developer and City shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations. In the event of a conflict between this Agreement and any such law or regulation, the applicable law or regulation shall control.

Section 3.9 Antidiscrimination During Construction. In accordance with Section 5-1202 of the Roeland Park City Code, Developer, for itself, its successors and assigns, and any contractor with whom Developer has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Agreement, Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, sexual orientation, marital status, handicap, national origin or ancestry.

Section 3.10 Reserved.

Section 3.11 Indemnity. Developer shall defend, indemnify, assume all responsibility for, and hold the City and its respective elected and appointed officers and employees and agents, harmless from, all costs (including reasonable attorney's fees and costs), claims, demands, liabilities or judgments incurred, imposed or asserted against the City on account of any injury or damage to persons on the Project Site which is directly caused by any of the Developer activities under this Agreement, including the construction of the Project. Notwithstanding the foregoing, Developer's obligations within this section shall not apply to any injuries or damage 1) occurring within public right-of-way or other public property that are not caused by the negligence or willful misconduct of Developer or 2) injuries or damage which is caused by the negligence or willful misconduct of the City or its agents. This indemnity shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

Section 3.12 Insurance. Developer shall provide commercial general liability insurance coverage from an AM Best "A-" rating or better insurer relating to the Project subject to a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Developer shall provide reasonable verification thereof to City upon request, and shall have City named as an additional insured thereunder as appropriate. This Section shall not modify or waive the immunities and rights available to City contained in the Kansas Tort Claims Act, Chapter 75, Article 61 of the Kansas Statutes Annotated. Developer shall provide proof of insurance to the City not less than annually. Developer and/or Developer's insurer shall provide notice of expiration of insurance at least sixty (60) days before the expiration date, provided that notice of cancellation of any such policy shall be provided promptly to the City upon receipt of same by Developer (which, for purposes of clarity, may occur less than sixty (60) days prior to cancellation of such policy).

Section 3.13 Building, Subdivision Codes. Developer acknowledges that the contemplated uses and occupancies of the Project shall comply with all City building codes,

subdivision, zoning, environmental and other developmental regulations and that the Project shall be constructed in compliance with all such codes and regulations. The requirements as a result of the Zoning Approvals shall be adhered to.

Section 3.14 Zoning and Platting Approvals and Project Plan. Developer and City shall complete the Project in accordance with the Zoning Approvals, subject to the requirements of City's zoning ordinances, federal law and the laws of the State of Kansas, from time to time amended, this Agreement and the Project Plan.

Section 3.15 Utilities and Fees. City hereby agrees that Developer shall have the right to connect to any and all water lines, sanitary and storm sewer lines and other utility lines over which it has control and exist in the vicinity of the Project Site, subject to compliance with City's code and procedures for such connections, including timely payment of connection fees, if any.

Section 3.16 Assistance to Developer. City agrees to use reasonable efforts, without cost to City, in assisting Developer, its agents, contractors and subcontractors, with respect to obtaining building permits from City, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so.

Section 3.17 Affordable Housing Requirements.

A. For the TIF Term ("Compliance Period"), Developer shall reserve no less than five percent (5%) of the total apartment units in the Project for lessees with incomes at or below sixty percent (60%) of Kansas City Area Median Income ("AMI") at rental rates no greater than the maximum affordable rental rates published annually by the U.S. Department of Housing and Urban Development. The affordable apartment units ("Affordable Unit(s)") shall include one-bedroom units, two-bedroom units, and studio apartment units. Developer will be allowed to increase rental rates for the Affordable Units by the greater of the annual increase in the aforementioned published affordable rental rates or two percent (2%) annually. Developer shall honor the terms of tenancies in effect at the time of the expiration of the Compliance Period. In the event during the term of a lease the income of the household member(s) of an Affordable Unit exceeds 60% of the AMI, Developer may continue to honor the lease, however if two (2) or more years remain in the lease term, the unit will no longer be considered an Affordable Unit. In any month in which less than five percent (5%) of total apartment units in the Project are reserved as Affordable Units, Developer shall use commercially reasonable efforts to lease the next available unit as an Affordable Unit until the five percent (5%) threshold is achieved. In the event such next available unit has been marketed by Developer for occupancy as an Affordable Unit for a period of no less than three (3) months but has not been rented by a qualifying lessee during such three (3) month period, Developer shall notify the City for assistance in locating qualifying lessee(s). If the Affordable Unit remains unrented for a three (3) month period after notice to the City, Developer may lease such unit to a lessee with an income above sixty percent (60%) of AMI and remain in compliance with this section, regardless of whether as a result of such lease(es) less than five percent (5%) of the total apartment units in the Project are reserved as Affordable Units; provided, that, if, upon expiration of any such lease(es), such unit, or, alternatively, a comparable unit within the Project, may be leased as an Affordable Unit because a qualifying lessee is prepared to lease such unit, such unit (or such comparable unit within the Project) must be leased as an Affordable Unit if at such time less than five percent (5%) of the total apartment units in the Project are reserved as Affordable Units. Notwithstanding anything herein to the contrary, nothing contained in this Agreement shall require the Developer to not honor the terms of any binding lease.

- B. Affordable Units must share common features with market rate units. Specifically, materials and finishes within both Affordable Units and market rate units must be functionally equivalent, however do not have to be identical. Affordable Units must share the same entrances, common areas and amenities as market rate units.
- C. Prior to initial occupancy of each Affordable Unit, Developer shall obtain from each household planned to occupy such unit, and thereafter prior to each annual renewal of the term of the lease of such Affordable Unit, a written certificate ("Affordable Unit Certificate") containing at least all the following, in such format and with such supporting documentation, as City and Developer may reasonably require:
 - a. The identity of each household member;
 - b. The number of household members; and
 - c. The total gross household income (i.e., inclusive of the individual income of all adult household members) along with reasonable evidence of same, such as recent pay stubs.

Developer shall retain such certificates for not less than one (1) year, and upon City's request, shall provide copies of such certificates to City; provided, however, such certificates shall be redacted by Developer to ensure no personally identifiable information remains on the certificates prior to submittal to the City. Developer shall be allowed to conclusively rely on the information provided to it in an Affordable Unit Certificate. To the extent allowable by law, City reserves the right to inspect the non-redacted certificates at the offices of Developer during Developer's normal business hours with reasonable notice given. Notwithstanding the foregoing, at no point shall Developer be required to request or obtain any information from any current or prospective tenant in contravention of any federal, state, or local laws, regulations, policies, directives, or other requirements.

D. As specified in **Section 4.12**, not later than January 31st of each year during the Term, beginning with the year following the year in which the multi-family component of the Project reaches seventy-five percent (75%) occupancy, Developer shall submit an annual certification to the City that the multifamily component of the Project complies with Section 3.17 of this Agreement (the "Affordable Housing Annual Report"). The Affordable Housing Annual Report may be submitted as part of the Annual Report and shall, at a minimum, include the following information for each Affordable Unit in the Project: (i) current rent; (ii) dates of any vacancies during the previous year; (iii) number of people residing in the unit; and (iv) total gross household income of all

residents living in the unit. The Affordable Housing Annual Report shall be redacted by the Developer to ensure no personally identifiable information is provided on the Annual Report and that the details reported for a specific unit are not able to be traced to an individual resident/family.

Section 3.18 Sustainability Requirements.

- A. Developer shall cause the Project to obtain either Green Globes Two Globes certification or a "Silver" certification issued by the U.S. Green Building Council's Leadership in Energy and Environmental Design ("LEED") rating system, or a similar alternative program certification, as reasonably determined by the City's building inspector. Said initial certification shall be obtained within twenty-four (24) months of completion of the Project. The City may, in its sole reasonable discretion, extend the time for achievement of this initial certification based on the Developer showing of good faith efforts to comply with this section. A list of the requirements, as of the Effective Date of this Agreement, a portion of which must be achieved to obtain Green Globes – Two Globes certification is attached as **Exhibit K** for informational purposes. For purposes of clarity, the list attached as **Exhibit K** may be amended from time to time by the certifying body of the Green Globes – Two Globes certification, and is included as an exhibit to this Agreement only to serve as an example of the type of requirements considered in achieving such certification. For the avoidance of doubt, achieving Green Globes – Two Globes certification in and of itself shall be conclusive and dispositive of Developer's compliance with the requirements of this section of the Agreement. Proof of such certification shall be provided to City upon receipt by Developer.
- B. Throughout the Term, Developer shall use commercially reasonable efforts to maintain and continue to employ the sustainable building features and materials that permitted it to achieve the certification described in **Section 3.18.A.** No later than January 31st of each year during the Term, beginning with the year following the year in which the multi-family component of the Project reaches seventy-five percent (75%) occupancy, Developer shall submit to the City an annual statement that it is making commercially reasonable efforts to maintain and continue to employ the sustainable building features and materials that permitted it to achieve the certification described in **Section 3.18.A.**

Section 3.19 Reserved.

Section 3.20 Operation and Maintenance. The Project shall comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project, including but not limited to obtaining all necessary rental licenses and paying any necessary fees to obtain required permits and licenses. Developer will maintain the Project, public access drives (other than those dedicated and accepted as public streets), the parking areas, the private road network, landscape areas, and open space areas within the TIF District. Developer will repair any and all damage to such areas in a timely

manner in accordance with all applicable codes and property maintenance standards required by the City.

Section 3.21 Developer Community Support. The Developer shall support the City, community and citizens with a minimum annual contribution of \$5,000.00 to the Northeast Johnson County Chamber of Commerce or to an alternative community betterment initiative, by December 31 of each year of the Term. Such support can be as a member of the Northeast Johnson County Chamber of Commerce or other community betterment initiative approved by the City.

Section 3.22 Commercial Space Leasing Requirements. Following receipt of a Certificate of Occupancy for the approximately 3,500 square feet of commercial space within the Project, the Developer shall make commercially reasonable efforts to lease such space to a restaurant operator as the initial tenant of such space. For the purpose of this requirement, "commercially reasonable efforts" shall mean, at a minimum, retention of a broker to list the commercial space for occupancy by a restaurant and maintaining such listing for the purposes of marketing the commercial space for occupancy by a restaurant upon market terms. Notwithstanding the foregoing, Developer acknowledges that attraction of a restaurant operator as the initial tenant of the commercial space is an important factor to the City in its approval of economic development incentives for the Project. As such, the Developer agrees to the following terms related to leasing the commercial space to the initial tenant only (i.e., the following terms do not apply to leasing of the commercial space to any subsequent tenant):

- A. Developer shall market the commercial space to a restaurant operator upon terms at its sole discretion for a period of three hundred sixty-five days (365) following issuance of a Certificate of Occupancy for the commercial space.
- B. If Developer has not signed a binding lease with a restaurant operator within the 365-day period described in the preceding subsection, Developer shall commence to market the commercial space for lease at a base rent amount no more than Twenty Dollars and 00/100 (\$20.00) per square foot of net leasable space, exclusive of amortized tenant improvements and leasing commissions, as well as all operating expenses. For purposes of this **Section 3.22**, "operating expenses" shall mean taxes, insurance, common area maintenance expenses and other expenses typically chargeable to the tenant pursuant to a net lease.
- C. If a lease is not signed with a restaurant operator within six (6) months following expiration of the 365-day period described in **Subsection 3.22.A.** above, the maximum base rent amount that may be offered for the commercial space shall be reduced by ten percent (10%), exclusive of amortized tenant improvements and leasing commissions, as well as all operating expenses.
- D. Upon each successive six (6) month anniversary following expiration of the six (6) month period described in the preceding subsection, the maximum base rent amount that may be offered for the commercial space shall be reduced by ten percent (10%), exclusive of amortized tenant improvements and leasing commissions, as well as all operating expenses. These reductions shall continue upon each successive six (6) month anniversary until the rent being offered is Zero Dollars and 00/100 (\$0.00) per square foot of net leasable space,

in all events exclusive of amortized tenant improvements and leasing commissions, as well as all operating expenses. For purposes of clarity, Zero Dollars and 00/100 (\$0.00) per square foot of net leasable space is the lowest base rent at which the commercial space must be offered, and amortized tenant improvements and leasing commissions, as well as all operating expenses, may in all events be chargeable to the tenant.

- E. Notwithstanding anything contained herein to the contrary, Developer may accept a higher base rent amount than the base rent amount required to be offered pursuant to the terms above in the event a tenant commits to pay such higher base rent amount.
- F. Notwithstanding anything contained herein to the contrary, the Governing Body may approve an alternate use for the commercial space upon request of Developer.
- G. Once the commercial space is leased to an initial restaurant operator, the terms contained within this Section 3.22 shall no longer apply.

ARTICLE IV

PROJECT FINANCING

Section 4.01 Initial Capital. Prior to the commencement of construction of the Project, Developer will purchase the Project Site with Developer Financing. City hereby acknowledges that such action shall constitute sufficient verification to City that Developer has requisite capability to carry out the work required by this Agreement.

Section 4.02 Issuance of Industrial Revenue Bonds (IRB) – Sales Tax Exemption for Construction Materials. Developer has or will submit an application to the City, at Developer's sole cost and expense, for the issuance by the City of private placement taxable IRBs in accordance with K.S.A. 12-1740, et seq., as amended for the sole purpose of qualifying for a sales tax Project Exemption Certificate pursuant to K.S.A. 79-3606(b). If approved by the City, the IRBs will be purchased by the Developer or its lender, and Developer will be responsible for payment of all fees and expenses incidental to the issuance of the IRBs. The term of the IRBs will not exceed five years from date of issuance. If approved, City shall cooperate with Developer in securing the sales tax Project Exemption Certificate, and the IRBs will be issued at a time elected by the Developer and redeemed within the term set forth above. The City shall in no way be liable for repayment of the IRBs or any costs related thereto. Developer acknowledges that no IRBs will be issued for the abatement of ad valorem taxes for the Project.

Section 4.03 Funding of Eligible Project Costs. Developer and City agree to the reimbursement of Private Eligible Project Costs from the Captured Tax Fund and CID Fund on a Pay-As-You-Go Reimbursement basis; provided, however, that nothing herein shall constitute an assurance by City that such funds will be adequate to fully reimburse Developer for Private Eligible Project Costs. No bonds will be issued by the City in connection with the Project unless the same are issued at the sole discretion of the City. The City shall have no liability for reimbursement of Private Eligible Project Costs, except to the extent such funds are available in

the Captured Tax Fund or CID Fund in accordance with the processes and priority described herein.

- A. Term. The City shall not, without the written consent of Developer, and except as otherwise provided herein, terminate or reduce the TIF Term or CID Term prior to such time as Developer has been reimbursed for all Private Eligible Project Costs incurred or to be incurred by Developer as part of the Project; provided, however, that if Developer has been fully reimbursed for all Private Eligible Project Costs incurred, City may then elect to terminate the TIF District, Project Plan, and CID. The foregoing notwithstanding, Developer may terminate this Agreement upon thirty (30) days prior written notice to the City at any time during the Term, in which event the parties agree:

 (i) City may, in its sole discretion, terminate Developer's rights and access to reimbursement from the Captured Tax Fund or CID Fund from and after the date of such termination, and/or elect to terminate the Project Plan, the TIF District, and/or the CID; and (ii) neither party shall have any further obligations to the other under this Agreement, the Project Plan or CID except as otherwise provided herein.
- B. <u>Priority</u>. The City shall make reimbursements from the Captured Tax Fund and CID Fund in accordance with the amounts, priority and duration set forth in this Agreement.

Section 4.04 Cap on Incentives. The cumulative amount of benefit to Developer from the economic incentives shall not exceed twenty five percent (25.00%) of the Total Development Cost, inclusive of the sales tax that otherwise would have been charged absent the issuance of the IRBs and all cost categories included within the Project Budget attached hereto as Exhibit G, including but not limited to start-up, traffic study, and interest carry costs incurred through receipt of all the Certificates of Occupancy are issued for the multi-family components of the Project ("Reimbursement Cap"). However, the Administrative Fee described in Section 4.10, any other costs incurred for work not located within the Project Site shall not count against, and shall be in addition to, this Reimbursement Cap. Notwithstanding the foregoing, any costs incurred by Developer related to the Traffic Study and any improvements to Roe Parkway in addition to the City's Roe Parkway Improvements that are recommended by the Traffic Study and solely necessitated by construction of the Project shall be reimbursable as Private Eligible Expenses, but shall be included within the Reimbursement Cap. For the purposes of this paragraph, "economic incentives" includes the City's reimbursement paid to Developer from funds held in the CID Fund and the Captured Tax Fund and the Developer's sales tax savings realized pursuant to the Project Exemption Certificate relating to the City's issuance of the IRBs.

Section 4.05 Certification of Expenditure. In order to receive reimbursement from the Captured Tax Fund or CID Fund, Developer shall submit to City a Certification of Expenditure attesting to the expenditure of Private Eligible Project Costs, sales tax savings realized by Developer pursuant to the Project Exemption Certificate and the City's issuance of IRBs, and other items in accordance with the procedures outlined in Section 4.06 below.

Section 4.06 Procedures for Certification of Expenditures.

- A. For Certifications of Expenditures to be made in connection with the Private Eligible Project Costs:
 - 1. Developer shall submit to City a written request in the form attached hereto as **Exhibit L** ("Certification of Expenditure") setting forth the amount for which certification is sought, identification of the Private Eligible Project Costs as either a CID Eligible Project Cost or TIF Eligible Project Cost, and amount of sales tax savings realized by Developer pursuant to the Project Exemption Certificate and the City's issuance of IRBs. Requests for reimbursement of interest paid on private financing during the construction period on Private Eligible Project Costs shall include a bank statement documenting sufficient detail to permit the City to determine the interest rate charged and the borrowing base on which interest was calculated.
 - 2. The request for Certification of Expenditure shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as reasonably necessary to document appropriate payment pursuant to the Project Plan and this Agreement.
 - 3. City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a request is submitted, to examine the records relating to all Private Eligible Project Costs to be paid, and to obtain such other information as is reasonably necessary to evaluate compliance with the terms hereof.
 - 4. City shall have sixty (60) calendar days after receipt of any Certificate of Expenditure to review and respond to any such request by written notice to Developer. If the submitted documentation demonstrates that: (1) the request relates to Private Eligible Project Costs that are in compliance with this Agreement, (2) the expense was incurred, and (3) Developer is not in default under this Agreement; and (4) there is no fraud or misrepresentation (negligent or intentional) on the part of Developer, then City shall approve the request and make, or cause to be made, reimbursement (to the extent funds are actually available) conforming with Johnson County's semi-annual payment schedule. The City's semi-annual payments shall occur no later than (1) one month after Johnson County's payments to the City, and the City's payments will typically occur in February and July of each year. If City disapproves the request, City shall notify Developer in writing of the reason for such disapproval within sixty (60) calendar-day period, and the reason for disapproval must be supported by evidence, and Developer shall have the opportunity to revise the portion of the Certificate of Expenditure in question and resubmit same for approval in accordance with this Section 4.06. If such Certificate of Expenditure or a portion thereof remains disapproved by the City following this second submittal, the Developer may appeal this disapproval to the City's Governing Body. Approval of Developer's requests for reimbursement will not be unreasonably withheld, conditioned or delayed. If City disapproves a portion of a request, the approved portion of such request shall be paid without delay as provided herein.

- 5. Developer may submit Certificates of Expenditure prior to issuance of the Certificate of Completion by the City, but the City shall not be required to make reimbursements to the Developer until the Certificate of Completion is issued. Developer may submit Certificates of Expenditure to the City no more often than monthly.
- B. In the event the request is granted, City shall take such further action as is necessary to reimburse Developer; provided, however, such reimbursement will only be made from funds available for such purpose in the Captured Tax Fund or CID Fund upon the City's approval of a Certificate of Expenditure as provided herein, and the City shall not be obligated to make reimbursements more often than semi-annually. The City shall be under no duty or obligation to pledge or provide its general funds for such reimbursement.

Section 4.07 Right to Inspect. Developer agrees that, up to one year after completion of the Project, City, with reasonable advance notice and during normal business hours, shall have the right and authority to review and audit at the offices of the Developer, from time to time, all Developer's books and records relating to the Private Eligible Project costs incurred by Developer paid from the Captured Tax Fund or CID Fund (including all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

Section 4.08 Certificates of Completion.

- A. Upon completion of the Project, Developer shall submit a report to City certifying (i) that the Project has been completed in substantial accordance with the Project Plan, (ii) that it is in compliance with all other provisions of the Agreement in substantially the form of **Exhibit M** attached, and (iii) the Total Development Cost as of the date of the report (which may be supplemented with additional costs incurred during the lease-up period).
- B. City may conduct an investigation within sixty (60) days following the receipt of such report, and if City determines that the Project has been constructed in accordance with Project Plan and this Agreement, as evidenced by the City's issuance of all Certificates of Occupancy or temporary certificates of occupancy, if applicable, for the multifamily portion of the Project, City shall issue to Developer a written confirmation that the Project has been completed in substantially the form of **Exhibit J** ("Certificate of Completion"). If City determines that the Project has not been completed in accordance with the Project Plan or this Agreement, or Developer is not in compliance with this Agreement, then it shall not issue a Certificate of Completion and shall, within ten (10) business days of such finding, specify in writing to Developer the reasons for withholding its certification. Thereafter, at Developer's request, City shall, within forty-five (45) days of Developer's request, allow for an appeal to the City's Governing Body in which Developer may present additional evidence of compliance or seek further clarification of City's finding of non-compliance. City shall conduct any further investigation in order to issue its Certificate of Completion within ten (10) business

days of Developer's request. The Certificate of Completion shall be issued by City in such form as to allow the Certificate to be recorded in the Office of the Register of Deeds of Johnson County, Kansas.

Section 4.09 Limitation on Reimbursement. In addition to limitations imposed by the TIF Act and CID Act, City and Developer covenant and agree:

- A. No otherwise Private Eligible Project Costs incurred prior to September 6, 2022 (regardless of when paid) shall be reimbursed.
- B. No otherwise Private Eligible Project Costs related to travel, entertainment, or meals shall be reimbursed unless otherwise approved in advance in writing by City.
- C. No otherwise Private Eligible Project Costs payable to third-parties in which Developer and/or its principals have an ownership interest will be eligible for reimbursement, except Private Eligible Project Costs paid to the General Contractor.
- D. Reimbursements shall occur twice per calendar year, only to the extent funds exist in the TIF Fund or CID Fund, in the months of February and July, based upon Certificates of Expenditures approved by the City on or before the last business day of the month next preceding a payment date.

Section 4.10 Administrative Fee. The City shall be entitled to retain the first Ten Thousand Dollars (\$10,000.00) in the aggregate across the Captured Tax Fund and CID Fund per calendar year of the TIF Term, as an administrative fee to off-set the City's expenses in administering the Project (the "City Administrative Fee"). The City's Administrative Fee shall be paid first from the TIF Fund, and any amount left unpaid from the Captured Tax Fund shall be paid from the CID Fund.

Section 4.11 Public Improvements. As described in the Land Sale Agreement, there are two public improvements related to this Project: 1) relocation of the Electrical Duct Bank and 2) the Roe Parkway Improvements.

- A. Evergy has preliminarily agreed to be responsible for completing the Electrical Duct Bank relocation and paying all costs associated with the same prior to the date specified for Developer to commence construction specified in the Development Schedule. Relocation of the Electrical Duct Bank is anticipated to be completed pursuant to the Development Schedule. If the Electrical Duct Bank relocation has not been completed by the start date, Developer shall be entitled to a day-for-day extension on any construction-related deadline herein for any day the completion of the Electrical Duct Bank relocation is delayed past the scheduled start date.
- B. The City may decide to complete the Roe Parkway Improvements and pay all costs associated with the same. The City shall provide ongoing access to the parking improvements within the Project Site. The Developer shall have no responsibility to construct or pay for the Roe Parkway Improvements. However, any improvements to

Roe Parkway in addition to the City's Roe Parkway Improvements that are recommended by the Traffic Study and solely necessitated by construction of the Project shall be paid by Developer and reimbursable as Private Eligible Expenses.

Section 4.12 Annual Reporting. No later than January 31 of each year during the Term, Developer will file with the City an annual report that provides evidence of compliance with this Agreement and provides such other information regarding the Project as reasonably requested by the City in substantially the form attached as Exhibit N (the "Annual Report"), including at least the following data known to Developer with regard to the Project Site: (a) a list owners within the Project Site and any commercial tenants occupying a portion of the Project Site; (b) the types of operations conducted at facilities on the Project Site; (c) percentage occupancy of both the multifamily and commercial portions of the Project located on the Project Site; (d) the number of persons employed within the multifamily and commercial portions of the Project based on commercially reasonable efforts to request such information, provided the City acknowledges Developer may be unable to obtain precise employment figures; (e) civic, charitable, or philanthropic participation within the City by Developer, including particularly evidence of satisfaction of the requirements of Section 3.21 of this Agreement; (f) with respect to commercial tenants, the term of each lease, the type of use of the facility conducted by such tenant, and the amount of square footage leased by such tenant; (g) the Affordable Housing Annual Report, and (h) the statement required by **Section 3.18.B**. Developer agrees that it will use commercially reasonable efforts to include in any leases or purchase agreements entered into during the Term of this Agreement for property located at the Project Site the requirement for tenants and third-party purchasers to provide such information as is necessary to comply with such Annual Reporting.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations of the City. The City represents and warrants to Developer that it is a city exercising governmental functions and powers and organized and existing under the laws of the State of Kansas. The principal office of the City is City Hall, 4600 West 51st Street, Roeland Park, KS 66205, and that upon approval of the City Council for the City, this Agreement shall constitute a legal, valid and binding obligation of the City, in accordance with its terms, and that no additional consents or authority is necessary for the same to be true at all times throughout the Term.

Section 5.2 Representations of Developer. Developer represents and warrants to the City the following:

(a) Developer represents that it is a limited liability corporation duly organized and existing under the laws of the State of Kansas and to its knowledge is not in violation of any provisions of its articles of organization, Operating Agreement, or any other agreement governing Developer, or any law of the State of Kansas affecting Developer ability to perform its obligations under this Agreement.

- (b) Developer represents that it has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of Developer in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by Developer or the consummation of the transactions contemplated hereby.
- (c) Developer represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of the articles of organization, Operating Agreement or any other agreement governing Developer or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which Developer is a party or by which it may be bound, and will not constitute a default under any of the foregoing.
- (d) Developer represents that the making and performance of this Agreement by Developer has been duly authorized by all necessary corporate action, and this Agreement is a valid and binding obligation of Developer enforceable in accordance with its terms.

ARTICLE VI

GENERAL COVENANTS

Section 6.1 No Partnership. Nothing contained herein shall be construed as creating a partnership between Developer and the City.

Section 6.2 Compliance of Project With all Laws. The Project and all construction thereof shall comply with all applicable building and zoning, health, environmental and safety resolutions and laws and all other applicable laws, rules and regulations.

Section 6.3. Taxes Assessments, Encumbrances and Liens. So long as the Developer owns any real property within the TIF District, the Developer shall pay when due all real estate taxes and assessments on such property within the TIF District. Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit the Developer or its affiliates from contesting the assessed value of the any property or improvements within the TIF District, or the taxes thereon, in good faith by appropriate proceedings; provided however that, on or prior to whatever date such taxes are due and payable, Developer (or its affiliates) shall pay any and all amounts that are contested under protest while any such proceedings are pending. The Developer shall promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's property within the TIF District. Developer shall not cause or permit any mechanics' or other liens to be established or remain against the Project or the property within the TIF District owned by Developer, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer shall not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied

during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of acts of the Developer, its agents or independent contractors. Notwithstanding the foregoing, the restrictions and obligations of Developer contained in this paragraph shall not apply to public streets, public right-of-way or other public lands within the TIF District.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01 Events of Default; Non-Events of Default.

- A. **Events of Default.** The following events shall constitute an Event of Default under this Agreement:
 - 1. Except as otherwise provided in **Section 7.01.B.** below, failure by Developer to observe and perform any material covenant, condition or agreement on the part of Developer under this Agreement.
 - 2. Failure by City to observe and perform any material covenant, condition or agreement under this Agreement.
 - 3. Reserved.
 - 4. The entry of a decree or order by a court having jurisdiction in the premises for relief in respect of Developer, or adjudging Developer bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of Developer under the United States Bankruptcy Code, or appointing a custodian, receiver, liquidator, assignee, or trustee, of or for Developer or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstated and in effect for a period of thirty (30) consecutive days, or evidence of means of alternative financing is not otherwise provided by Developer to City.
 - 5. The commencement by Developer of a voluntary case, by it of proceedings to be adjudicated bankrupt or insolvent, or the consent by Developer to bankruptcy or insolvency proceedings against it, or the filing by Developer of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code, or the consent or acquiescence by Developer to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee of Developer, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by Developer in furtherance of any such action.

- B. Failure to Comply with Specific Obligations Not Events of Default. As an exception to the "Events of Default" defined pursuant to Section 7.01.A. above, the following occurrences shall not be treated as "Events of Default" under this Agreement but shall rather have unique remedies relating to each specific occurrence, as described in Section 8.02 below:
 - 1. Failure of Developer to construct at least two hundred fifty-two (252) multi-family units within the Project and a Project of at least 250,000 square feet, not including the parking garage.
 - 2. Failure of Developer to construct commercial space which may be initially occupied by a restaurant and to lease the constructed commercial space to a Restaurant as the first tenant pursuant to the terms set forth in **Section 3.22**.
 - 3. Failure of Developer to comply with the requirements of **Section 3.18.** herein.
 - 4. Failure of Developer to comply with the affordable housing requirements of **Section 3.17.A.** herein.
 - 5. Failure of Developer to materially adhere to the Development Schedule.

ARTICLE VIII

REMEDIES

Section 8.01 Remedies for Events of Default.

- A. City may take action to terminate this Agreement or to terminate the TIF, CID, and/or IRB as contemplated herein if Developer fails to observe and perform the covenants of **Section 7.01.A.** above for a period of sixty (60) days after written notice of such default has been given to Developer by City and during which time such default is neither cured by Developer nor waived in writing by City; provided, however, that if the failure stated in the notice cannot be corrected within said 60 day period and if corrective action is instituted within the 60 day period and diligently pursued to completion, City may not pursue its remedies under this section during such time as Developer is diligently pursuing cure of such default. Further, provided, that Developer may request, and the City shall comply with such request, to appear before the Governing Body to provide explanation for its failure to meet the covenants of **Section 7.01.A.** and request alternative relief on the basis of such reasons.
- B. Developer may pursue any action at law or in equity if the City fails to observe and perform the covenants of **Section 7.01.A.** above for a period of sixty (60) days after written notice of such default has been given to City by Developer and during which time such default is neither cured by City nor waived in writing by Developer; provided, however, that if the failure stated in the notice cannot be corrected within said 60 day period and if corrective action is instituted within the 60 day period and

diligently pursued to completion, Developer may not pursue its remedies under this section during such time as City is diligently pursuing cure of such default. Provided, however, that if the Event of Default is for failure of City to pay any amounts due under this Agreement, Developer may, without notice and cure, immediately pursue any right at law or equity with respect to such failure.

Section 8.02 Alternative Remedies for Section 7.01.B. Occurrences. As an alternative to the remedies specified in Section 8.01 above, the City shall have the following sole and exclusive remedies with respect to any occurrence specified in Section 7.01.B. above:

- A. Failure by Developer to construct at least two hundred fifty-two (252) multi-family residential units and a minimum of 250,000 within the Project (not including the parking garage) shall result in a reduction in the Reimbursement Cap of 1) One Hundred Thousand Dollars (\$100,000.00) for each unit not constructed below two hundred fifty-two (252) units and/or 2) One Hundred Thousand Dollars (\$100,000.00) for each 5,000 square feet not constructed below 250,000 square feet, not including the parking garage. Developer's obligation to construct at least 252 units and 250,000 square feet, not including the parking garage, shall be tested at the time Developer provides the Developer Certification of Project Completion in the form attached as **Exhibit M** and shall not be subject to cure; provided, however, that Developer may request, and the City shall comply with such request, to appear before the Governing Body to provide explanation for its failure to meet this condition and request alternative relief on the basis of such reasons.
- B. Subject to the provisions of **Section 3.22**, failure of Developer to construct commercial space which may be initially occupied by a restaurant and to lease the constructed commercial space to a Restaurant as the first tenant shall result in a one-time reduction in the Reimbursement Cap of Two Million Dollars (\$2,000,000). Such reduction shall not take effect unless City provides Developer written notice of its failure to meet this condition and unless Developer has failed to cure its noncompliance with this condition within sixty (60) days of such written notice, unless the failure stated in the notice cannot be corrected within said 60-day period and if corrective action is instituted within the 60-day period and diligently pursued to completion. Further, provided, that Developer may request, and the City shall comply with such request, to appear before the Governing Body to provide explanation for its failure to meet this condition and request alternative relief on the basis of such reasons.
- C. Failure of Developer to comply with the initial sustainability certification requirement contained within **Section 3.18.A.** shall result in a one-time reduction in the Reimbursement Cap by One Million Dollars (\$1,000,000.00). Further, failure of Developer to comply with the requirements of **Section 3.18.B.** herein in any year shall result in a reduction in the Reimbursement Cap by Seventy-Five Thousand Dollars (\$75,000.00) for each such year of noncompliance as quantified within the Annual Report required by **Section 3.18.B.** Such reductions shall not take effect unless City provides Developer written notice of its failure to meet these conditions and unless Developer has failed to cure its noncompliance with these conditions within sixty (60)

days of such written notice, unless the failure stated in the notice cannot be corrected within said 60-day period and if corrective action is instituted within the 60-day period and diligently pursued to completion. Further, provided, that Developer may request, and the City shall comply with such request, to appear before the Governing Body to provide explanation for its failure to meet these conditions and request alternative relief on the basis of such reasons.

- D. Failure of Developer to comply with the affordable housing requirements of **Section 3.17.A.** herein in any year shall result in a reduction in the Reimbursement Cap by One Hundred Fifty Thousand Dollars (\$150,000.00) for each such year of noncompliance as quantified within the Affordable Housing Annual Report required by **Section 3.17**. Provided, that, such reduction shall only occur when less than five percent (5.00%) of the Project's units have been reserved as Affordable Units for six (6) or more months of the year as quantified within the Affordable Housing Annual Report and provided that the Developer has not complied with the terms contained within **Section 3.17** which would allow Developer to reserve less than five percent (5.00%) of the Project's units as Affordable Units. Annual compliance shall be tested at the time Developer provides the Affordable Housing Annual Report required by **Section 3.17** and shall not be subject to cure; provided, however, that Developer may request, and the City shall comply with such request, to appear before the Governing Body to provide explanation for its failure to meet this condition and request alternative relief on the basis of such reasons.
- E. Failure of Developer to materially adhere to the Development Schedule shall result in a reduction in the Reimbursement Cap by Twenty-Five Thousand Dollars (\$25,000.00) for each month in which Developer is not adhering to such schedule, subject to Force Majeure and all other terms of this Agreement. Such reduction shall not take effect unless City provides Developer written notice of its failure to meet this condition and unless Developer has failed to cure its noncompliance with this condition within sixty (60) days of such written notice, unless the failure stated in the notice cannot be corrected within said 60-day period and if corrective action is instituted within the 60-day period and diligently pursued to completion. Further, provided, that Developer may request, and the City shall comply with such request, to appear before the Governing Body to provide explanation for its failure to meet this condition and request alternative relief on the basis of such reasons.

Section 8.03 Repurchase Right for Failure to Commence Construction. Notwithstanding anything herein to the contrary, if Developer does not commence construction of the Project by the date specified in the Development Schedule, subject to Force Majeure and all other terms of this Agreement, the City shall have a one-time right to elect to repurchase the Project Site from Developer for the same purchase price paid by Developer to acquire the Project Site from the City (the "Repurchase Option"). If, however, Evergy does not complete the relocation of the Electrical Duct Bank by the date the Developer is required to commence construction as specified in the Development Schedule, the Repurchase Option shall automatically terminate. If the City has completed the relocation of the Electrical Duct Bank by the date the Developer is required to commence construction as specified in the Development Schedule, but Developer has not commenced construction within ninety (90) days following the date the Developer is required

to commence construction as specified in the Development Schedule, subject to Force Majeure and all other terms of this Agreement (the "Repurchase Trigger Date"), the City may elect the Repurchase Option by providing Developer with written notice within sixty (60) days following the Repurchase Trigger Date. If the City elects the Repurchase Option, the Developer shall be entitled to appear at the next regularly scheduled meeting of the Governing Body to explain the reasons for its failure to commence construction and to request an extension of the date for commencement of construction and, correspondingly, City's right to elect the Repurchase Option. The Governing Body may grant such extension in its sole discretion, which shall not be unreasonably withheld. If, following such meeting of the Governing Body, the Governing Body votes not to approve such extension but rather to continue its election of the Repurchase Option in compliance with this section, the Parties shall thereafter take all necessary steps to transfer title to the Project Site to the City, all costs of which transaction shall be borne by the City. Notwithstanding anything in this Agreement to the contrary, if the Developer commences construction of the Project within ninety (90) days following the date specified in the Development Schedule, subject to extension by Force Majeure or any other term of this Agreement, or the City does not elect the Repurchase Option within the 60-day period specified herein, the Repurchase Option shall automatically terminate. For the purposes of this section, "commencement of construction" shall be defined as issuance of a land disturbance permit or footings and foundations permit, and commencement of the work associated with such permit; provided, that, if the Developer commences construction pursuant to these terms but thereafter abandons construction of the Project for a period of greater than one (1) year, subject to Force Majeure and all other terms of this Agreement, the City may elect the Repurchase Option in accordance with the terms of this section (including but not limited to Developer's right to appear before the Governing Body to request an extension) within ninety (90) days following the expiration of the one (1) year period of abandonment. In the event the City elects the Repurchase Option pursuant to the immediately preceding sentence and the remainder of this section, the City may reacquire the Project Site by payment to the Developer of an amount equal to the purchase price paid by Developer to acquire the Project Site from the City plus costs expended in development and construction of the Project incurred by Developer to date as costs certified by the City in its reasonable discretion.

Section 8.04 Legal Actions.

- (a) <u>Institution of Legal Actions</u>. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas.
- (b) <u>Applicable Law</u>. The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.
- (c) Acceptance of Service of Process. In the event that any legal action is commenced by Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the City against Developer, service of process on such party shall be made by personal service upon any officer of such party and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law.

Section 8.05 Prevailing Party. If any action is instituted by either party hereunder, the non-prevailing party in such action shall pay any and all costs, fees, and expenses, including reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement. The terms of this Section 8.03 are subject to the Kansas Cash-Basis Law as provided in K.S.A. § 10-1102 *et. seq.*

Section 8.06 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

Section 8.07 Inaction Not a Waiver of Default. Any failures or delays by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Notices, Demands and Communications Among the Parties. Written notices, demands and communications among the City and Developer shall be sufficient if given by hand delivery, or by registered or certified mail, postage prepaid, return receipt requested, by overnight courier, or by electronic mail. Emailed notices shall be deemed delivered upon actual receipt by the recipient.

(a) Notices, demands and communications to the City shall be delivered to the following:

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

with copies of the same delivered to:

Steven E. Mauer, Mauer Law Firm PC, 1100 Main St., Suite 2100, Kansas City, Missouri 64105 semauer@mauerlawfirm.com (b) Notices, demands and communications to Developer shall be delivered to the following:

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

With a copy to:

Polsinelli PC Robert Johnson 900 West 48th Place Suite 900 Kansas City, MO 64112 rjohnson@polsinelli.com

(c) Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section. Notwithstanding anything to the contrary contained herein, notice personally served shall be deemed to have been received as of the date of such personal service or the date service is refused if written verification thereof is received from messenger service attempting such delivery. Notices sent by overnight courier shall be deemed to have been received on the day following the day sent, and notices sent by registered or certified mail shall be deemed to have been received on the third day following the mailing of such notice.

Section 9.02 Conflicts of Interest. Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 9.03 Force Majeure; Extension of Times of Performance.

(a) The time for construction and other dates specified in this Agreement as provided hereinabove shall be extended for the number of days equal to such delays caused by an event of Force Majeure, as hereinafter defined. The term "Force Majeure" shall mean events, acts, omissions, conditions or circumstances beyond the reasonable control of the party whose performance is being delayed, if the party

seeking the extension has acted diligently, which events include, but are not limited to: default or delay of the other party that prevents or delays performance by the non-defaulting party; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; unusually severe weather; pandemics, endemics leading to government-mandated work stoppages and/or "lockdowns" (for any currently existing pandemics or endemics, such delay will only be considered a Force Majeure for a material worsening of such condition), states of emergency, or other similar occurrence; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. The parties hereto shall take all reasonable actions to assure resumption of normal performance under this Agreement as soon as possible.

(b) Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and Developer.

Section 9.04 No Usurpation of Powers of the City. No provision contained in this Agreement shall in any manner diminish or usurp the inherent rights and powers of the City to act in its capacity as a public body and governmental authority.

Section 9.05 Non-liability of Officials, Employees and Agents of the City. No official, employee, or agent of the City shall be personally liable to Developer, or any successor in interest, pursuant to the provisions of this Agreement, nor for any default or breach by the City.

Section 9.06 Amendments to this Agreement. Developer and the City agree to mutually consider reasonable requests for amendments to this Agreement which may be made by a mutually agreeable written agreement.

Section 9.07 Entire Agreement, Waivers and General.

- (a) This Agreement is executed in triplicate originals, each of which is deemed to be an original.
- (b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.
- (c) All amendments hereto must be in writing executed by the appropriate authorities of the City and Developer and with appropriate representations of authority for execution of the amendment.
- (d) Developer is a sophisticated Developer and developer of real property and has participated in the drafting of this Agreement. The Parties further acknowledge that their attorneys have each participated in the drafting of this Agreement. Therefore, the language used in this Agreement shall be deemed to be the joint work product

- of the Parties and, in the event of any ambiguity herein, no rule of strict construction against either party shall apply.
- (e) Any titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- (f) Nothing in this Agreement shall be deemed to usurp the governmental authority or police powers of the City.
- (g) The material contained herein is confidential. It is intended solely for the use of the Developer and City. The parties in this transaction shall not divulge information regarding this transaction and/or the parties to the potential transaction to any other person or entity without prior consent of the other Party.

Section 9.08 Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

[signatures on following page]

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

CITY OF ROELAND PARK, KANSAS

	By:
	Mike Kelly, Mayor
ATTEST:	
Kelley Nielsen, City Clerk	
APPROVED AS TO FORM:	
Steven E. Mauer, City Attorney	
	EPC REAL ESTATE GROUP, LLC A Kansas limited liability company
	By:Austin Bradley
	Title:

INDEX OF EXHIBITS

- A. Project Site Legal Description
- B. CID Legal Description and Boundary Map
- C. Development Plan
- D. Development Schedule
- E. Diagram of Electrical Duct Bank
- F. Land Sale Agreement
- G. Project Budget
- H. Roe Parkway Improvements
- I. Project Renderings
- J. Form of Certificate of Completion
- K. Green Globes Two Globes Certification Checklist
- L. Form of Certificate of Expenditure
- M. Form of Developer Certification of Project Completion
- N. Form of Section 4.12 Annual Reporting

Exhibit A

Project Site Legal Description

Lot 1 and Lot 2 of The Final Plat of The Rocks, a subdivision in Roeland Park, Kansas

Exhibit B

CID Legal Description and Boundary Map

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

Commencing at the Northeast corner of the Northwest Quarter of said Section 4; thence South 2°31'58" East, along the East line of the Northwest Quarter of said Section 4, a distance of 594.35 feet to the Point of Beginning; thence North 78°00'03" East, departing the East line of the Northwest Quarter of said Section 4, a distance of 247.12 feet to a point on the Western right-ofway line of Roe Lane, as now established; thence South 12°03'57" East, along the Western rightof-way line of said Roe Lane, a distance of 317.23 feet to a point of intersection in the Western right-of-way line of said Roe Lane; thence South 12°03'57" East, departing the Western right-ofway line of said Roe Lane, a distance of 100.00 feet; thence South 63°47'03" West a distance of 79.73 feet; thence Southwesterly, along a curve to the left that is non-tangent with the exit of the last described course, having a radius of 300.00 feet, a central angle of 25°01'43", and an arc distance of 131.05 feet to a point on the Northwestern right-of-way line of W. 48th Street, as now established; thence along the Northwestern right-of-way line of said W. 48th Street the following (5) courses: 1) Southwesterly along a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 38°45'18" West, a radius of 300.00 feet, a central angle of 1°58'16", and an arc distance of 10.32 feet; 2) South 36°46'32" West a distance of 112.40 feet; 3) South 52°33'03" West a distance of 4.61 feet; 4) Southwesterly along a curve to the right that in non-tangent with the exit of the last described course, having an initial tangent bearing of South 43°02'55" West, a radius of 210.00 feet, a central angle of 19°00'11", and an arc distance of 69.65 feet; 5) South 52°33'03" West a distance of 34.42 feet to the intersection with the Northeastern right-of-way line of Roe Boulevard, as now established; thence along the Northeastern right-of-way line of said Roe Boulevard the following three (3) courses: 1) North 20°45'27" West a distance of 8.36 feet; 2) Westerly and Northwesterly along a curve to the right that in non-tangent with the exit of the last described course, having a radius of 210.00 feet, a central angle of 76°28'50", and an arc distance of 280.32 feet; 3) thence North 32°26'59" West a distance of 275.64 feet; thence North 44°06'13" East, departing the Northeastern right-of-way line of said Roe Boulevard, a distance of 396.21 feet; thence North 78°00'03" East a distance of 126.88 feet to the Point of Beginning. Containing 322,276 square feet, or 7.40 acres, more or less.

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

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



Exhibit C

Development Plan

Exhibit D

Development Schedule

Commencement of Construction - End of 2nd Quarter 2024

Substantial Completion of Construction - End of 2nd Quarter 2027

Exhibit EDiagram of Electrical Duct Bank

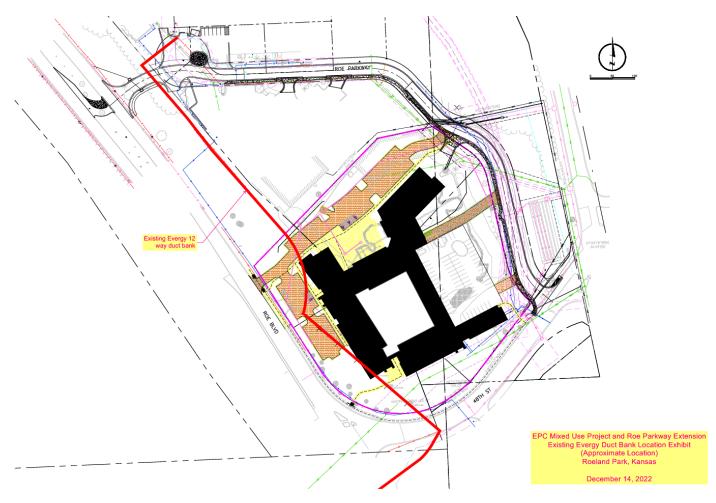


Exhibit F

Land Sale Agreement

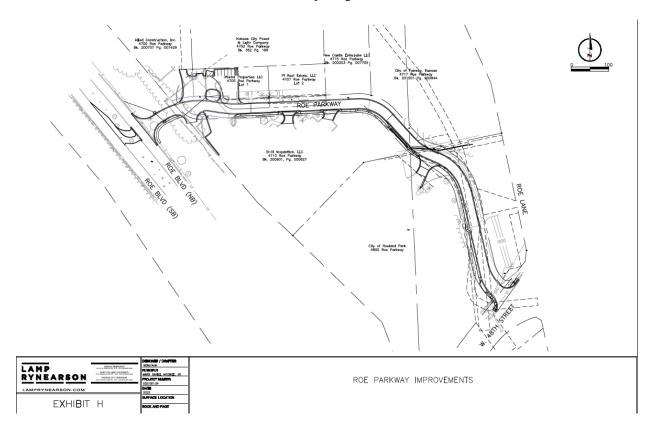
Exhibit G

Project Budget

	TIF De	velopment Bud	laet	
Category	Total (Requested TIF Reimbursement	Private
	REAL	ROPERTY ACQUISITION	ON	
and				
Land Acquisition	\$	3,450,000 \$	3,450,000	
Title Commitment / Closing Cost	\$	60,000 \$	60,000	\$ -
SUBTOTAL LAND COSTS	\$	3,510,000 \$	3,510,000	\$ -
		HARD COSTS		
Building Construction				
Building	\$	46,558,073 \$	-	\$ 46,558,07
Parking Garage	\$	6,776,000 \$	6,776,000	\$ -
BUILDING CONSTRUCTION	\$	53,334,073 \$	6,776,000	\$ 46,558,07
Site Construction				
Utilities	\$	250,000 \$	250,000	
Utility Relocations	\$	550,000 \$	550,000	\$ -
Site Work	\$	4,115,200 \$	4,115,200	\$
ON-SITE CONSTRUCTION	\$	4,915,200 \$	4,915,200	\$ -
Owner Hard Cost Contingency	\$	1,333,352 \$		\$ 1,333,35
SUBTOTAL HARD COSTS	\$	59,582,625 \$	11,691,200	\$ 47,891,42
		SOFT COSTS		
PLANNING & DESIGN	s	2,220,984 \$	557,711	\$ 1,663,27
PLANNING & DESIGN	>	2,220,984 \$	557,/11	\$ 1,063,27
GENERAL DEVELOPMENT	\$	4,641,680 \$	1,165,573	\$ 3,476,10
LEGAL	\$	250,000 \$		\$ 250,00
MARKETING	\$	81,000 \$		\$ 81,00
LEASING COSTS	•	356,059 \$		\$ 356,05
	*	330,033		, , , ,
REAL ESTATE TAXES	\$	250,000 \$		\$ 250,00
INSURANCE	\$	25,000 \$		\$ 25,00
FINANCING	\$	5,080,144 \$	1,061,741	\$ 4,018,40
SOFT COST CONTINGENCY	\$	387,146 \$		\$ 387,14
INCOME FROM OPS DURING LEASE UP	\$	(1,784,659)		\$ (1,784,6
SUBTOTAL SOFT COSTS	\$	11,507,354 \$	2,785,025	\$ 8,722,3
STIMATED TIF REIMBURSABLE EXPENSES		1 9	\$ 17,986,225	
OTAL DEVELOPMENT INVESTMENT NO SALES TAX	\$	74,599,979	11,500,223	\$ 56,613,7
OTAL DEVELOPMENT INVESTMENT NO SALES TAX	\$	76,749,377		y 30,013,7
OTHER PROPERTY OF THE PARTY OF THE	· ·	10,143,311		

Exhibit H

Roe Parkway Improvements



$\frac{\text{Exhibit I}}{\text{Project Renderings}}$



Exhibit J

Form of Certificate of Completion

Pursuant to <u>Section 4.08</u> of the Agreement, the City shall, within sixty (60) days following delivery of Developer's Certificate of Project Completion, carry out such investigation as it deems necessary in its reasonable discretion to verify to its reasonable satisfaction as to the accuracy of the certifications contained in Developer's Certificate of Project Completion. If City determines that the Project has been constructed in accordance with the TIF Project Plan and the Agreement, as evidenced by the City's issuance of all Certificates of Occupancy or temporary certificates of occupancy, if applicable, for the multifamily portion of the Project, City shall issue to Developer the Certificate of Completion in the form below.

CERTIFICATE OF PROJECT COMPLETION

The undersigned, the City of Roeland Park, Kansas (the "City"), pursuant to that certain Development Agreement, dated as of, 2022, between the City and the Developer (as such term is defined in the Agreement) (the "Agreement"), hereby certifies to the Developer, pursuant to its review conducted in accordance with Section 4.08 of the Agreement, as follows:
1. That as of
2. That Developer is in compliance with all other provisions of the Agreement as of the date hereof.
3. That the Total Development Cost incurred as of the date hereof (which, per the terms of the Agreement, may be supplemented with additional costs incurred during the lease-up period), which was provided by the Developer as part of the Developer Certification of Project Completion, has been reviewed and approved by the City.
This Certificate of Completion is being issued by the City to Developer in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to construction of the Project.
Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
[Balance of page intentionally left blank]

[Signature Page to Certificate of Completion]

rsigned has hereunto set his/her hand this day of	IN WITNESS WHEREOF, the unde, 20
CITY OF ROELAND PARK, KANSAS	
By:	
Name:	
Title:	

 $\underline{Exhibit\;K}$ Green Globes – Two Globes Certification Checklist

PROJE	ECT MA	NAGEMENT Ma	aximum Points: 50	Expected Points	Applicable Points
1.1	Integra	ted Design Process (IDP)	9		
	1.1.1	Pre-Design Meetings	3		
	1.1.2	IDP Performance Goals	3		
	1.1.3	IDP Progress Meeting for Design	3		
	1.1.4	Capital Asset Plan & Business Case Summary	(Federal 0		
1.2	Enviror	nmental Management During Construction	12		
	1.2.1	Environmental Management Systems (EMS)	3		
	1.2.2	Clean Diesel Practices	2		
	1.2.3	Building Materials and Building Envelope	2		
	1.2.4	IAQ During Construction	5		
1.3	Commi	ssioning	29		
	1.3.1	Pre-Commissioning	3		
	1.3.2	Whole Building Commissioning	19		
	1.3.3	Training	1		
	1.3.4	Operations and Maintenance Manual	6		
				0	0

SITE			Maximum Points: 115	Expected Points	Applicable Points
2.1	Develo	pment Area	30		
	2.1.1	Urban Infill and Urban Sprawl	10		
	2.1.2	Greenfields, Brownfields and Floodplains	s 20		
2.2	Ecologi	ical Impacts	32		
	2.2.1	Site Disturbance and Erosion	8		
	2.2.2	Tree Integration	5		
	2.2.3	Tree Preservation	4		
	2.2.4	Heat Island Effect	13		
	2.2.5	Bird Collisions	2		
2.3	Stormy	vater Management	18		
2.4	Landsc	aping	28		
2.5	Exterio	r Light Pollution	7		
				0	0

ENER	GY		Maximum Points: 390	Expected Points	Applicable Points
3.1	Energy	Performance	100		
3.2	Energy	Demand	35		
	3.2.1	Passive Demand Reduction	19		
	3.2.2	Power Demand Reduction	16		
3.3	Meteri	ng, Measurement, and Verification	12		,
	3.3.1	Metering	8		
	3.3.2	Measurement and Verification	4		
3.4	Buildin	g Opaque Envelope	31		
	3.4.1	Thermal Resistance and Transmittance	10		
	3.4.2	Orientation	5		
	3.4.3	Fenestration Systems	16		
3.5	Lightin	g	36		,
	3.5.1	Lighting Power Density	10		
	3.5.2	Interior Automatic Light Shut-off Control	s 3		
	3.5.3	Light Reduction Controls	4		
	3.5.4	Daylighting	8		
	3.5.5	Controls for Daylighted Zones	6		
	3.5.6	Exterior Luminaires and Controls	5		
3.6	HVAC S	Systems and Controls	59		•
	3.6.1	Building Automation System	10		
	3.6.2	Cooling Equipment	13		
	3.6.3	Cooling Towers	8		
	3.6.4	Heat Pumps	6		
	3.6.5	Heating Equipment	8		
	3.6.6	Condensate Recovery	3		
	3.6.7	Steam Traps	2		
	3.6.8	Domestic Hot Water Heaters	3		
	3.6.9	Variable Speed Control of Pumps	6		
3.7	Other I	HVAC Systems and Controls	32		
	3.7.1	Minimizing Re-heat and Re-cool	6		
	3.7.2	Air Economizers	3		
	3.7.3	Fans and Ductwork	7		
	3.7.4	Demand Controlled Ventilation	10		
	3.7.5	Variable Refrigerant Flow Systems	6		
3.8	Other I	Energy Efficient Equipment and Measures	11		
	3.8.1	Elevators and Escalators	5		
	3.8.2	Other Energy Efficient Equipment	6		
3.9	Renew	able Energy	50		
	3.9.1	On-site Renewable Energy	32		
	3.9.2	Off-site Renewable Energy	18		
3.10	Energy	Efficient Transportation	24		
				0	0

WATER		Maximum Points: 110	Expected Points	Applicable Points	
4.1	Water	Consumption	42		
4.2	Cooling	g Towers	9		
4.3	Boilers and Water Heaters		4		
4.4	Water Intensive Applications		18		ļ.
	4.4.1	Commercial Food Service Equipment	6		
	4.4.2	Laboratory and Medical Equipment	5		
	4.4.3	Laundry Equipment	4		
	4.4.4	Special Water Features	3		
4.5	Water	Treatment	3		
4.6	Alternate Sources of Water		5		
4.7	Metering		11		
4.8	Irrigation		18		
				0	0

MATE	RIALS	& RESOURCES Ma	ximum Points: 125	Expected Points	Applicable Points
5.1	Buildin	g Assembly (Core & Shell including Envelope)	33		
5.2	Interio	Fit-Out (including Finishes and Furnishings)	16		
5.3	Reuse	of Existing Structures	26		
	5.3.1	Facades	6		
	5.3.2	Structural Systems	6		
	5.3.3	Non-Structural Elements	14		
5.4	Waste		9		
	5.4.1	Construction Waste	7		
	5.4.2	Operational Waste	2		
5.5	Buildin	g Service Life Plan	7		
5.6	Resour	ce Conservation	6		
	5.6.1	Minimized Use of Raw Materials	3		
	5.6.2	Multi-Functional Assemblies	1		
	5.6.3	Deconstruction and Disassembly	2		
5.7	Buildin	g Envelope - Roofing/Openings	10		
	5.7.1	Roofing Membrane Assemblies and Systems	3		
	5.7.2	Flashings	3		
	5.7.3	Roof and Wall Openings	4		
5.8	Envelo	oe - Foundation, Waterproofing	6		
	5.8.1	Foundation Systems	4		
	5.8.2	Below Grade Wall Slabs and Above Grade Ho	orizontal 2		
5.9 Envelo		oe - Cladding	5		
	5.9.1	Exterior Wall Cladding Systems	3		
	5.9.2	Rainscreen Wall Cladding	2		
5.1	5.1 Envelope - Barriers		7		
	5.10.1	Air Barriers	4		
	5.10.2	Vapor Retarders	3		
			Į.	0	0

EMISSIONS		Maximum Points: 50	Expected Points	Applicable Points	
6.1	Heating		18		
6.2	Cooling		29		
	6.2.1	Use of New or Existing Cooling Equipment	t 0		
	6.2.2	Ozone-Depleting Potential	10		
	6.2.3	Global Warming Potential	10		
	6.2.4	Leak Detection	9		
6.3	Janitoria	al Equipment	3		
				0	0

INDOOR ENVIRONMENT		Maximum Points: 160	Expected Points	Applicable Points	
7.1	Ventila	tion	37		
	7.1.1	Ventilation Air Quantity	11		
	7.1.2	Air Exchange	8		
	7.1.3	Ventilation Intakes and Exhausts	8		
	7.1.4	CO2 Sensing and Ventilation Control Equip	oment 5		
	7.1.5	Air Handling Equipment	5		
7.2	Source	Control and Measurement of Indoor Polluta	ants 46		
	7.2.1	Volatile Organic Compounds	10		
	7.2.2	Leakage, Condensation and Humidity	8		
	7.2.3	Access for HVAC Maintenance	4		
	7.2.4	Carbon Monoxide Monitoring	4		
	7.2.5	Wet Cooling Towers	2		
	7.2.6	Domestic Hot Water Systems	2		
	7.2.7	Humidification and Dehumidification Syst	ems 3		
	7.2.8	Pest and Contamination Control	3		
	7.2.9	Other Indoor Pollutants (Tobacco, Radon)	8		
	7.2.10	Ventilation and Physical Isolation for Spec	cialized 2		
		Activities			
7.3		g Design and Systems	30		1
	7.3.1	Daylighting	17		
	7.3.2	Lighting Design	13		
7.4		l Comfort	18		1
	7.4.1	Thermal Comfort Strategies	12		
	7.4.2	Thermal Comfort Design	6		
7.5		c Comfort	29		1
	7.5.1	Acoustic Comfort Design	18		
	7.5.2	Mechanical, Plumbing, and Electrical	11		
			Ļ	0	0

TOTAL: 0

Expected Points

Applicable

Points

0

Exhibit L

Form of Certification of Expenditure

Date:	Certification #			
Develo reimbu	In accordance with the Development A on the City of Roeland Park, Kansas (the oper hereby certifies, with respect to all parsed to Developer for the cost of financinal terms used herein and not otherwise definition.	e " <u>City</u> "), and ayment amounts requested g the Private Eligible Proje	(the " <u>Developer</u> "), pursuant to this Certificate to be ect Costs, as set forth below. Any	
1.	To the best of my knowledge, all amou reimbursable to Developer pursuant to the	_	te Eligible Project Costs that are	
2.	All amounts have been advanced by Developer, successors, assigns, tenants, or transferees for Private Eligible Project Costs in accordance with the Agreement and represent the fair value of work, materials or expenses.			
3.	No part of such amounts has been the basis for any previous request for reimbursement under the Agreement.			
4.	Developer further certifies that all insurance policies which Developer is responsible for under the Agreement are in full force and effect and that Developer is in compliance, in all material respects, with all other terms of the Agreement.			
5.	There has not been filed with or served upon the Developer any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.			
separat	The total amount of reimbursement requigible Project Costs and \$ are all you attachment A attached hereto and by reference and has been signed by the cate.	e CID Eligible Project Coswhich Attachment A include	sts, which amounts are itemized des page(s), is incorporated	
	Approved:			
	By:			
	Its:			
	City's Representative			

Exhibit M

Form of Developer Certification of Project Completion

Pursuant to <u>Section 4.08</u> of the Agreement, the City shall, within sixty (60) days following delivery of this Certificate, carry out such investigation as it deems necessary in its reasonable discretion to verify to its reasonable satisfaction as to the accuracy of the certifications contained in this Certificate.

DEVELOPER CERTIFICATION OF PROJECT COMPLETION

The undersigned, EPC Real Estate Group, a Kansas limited liability company, or its permitted successor or assign, on behalf of the Developer (as defined in the Agreement), pursuant to that certain Development Agreement, dated as of, 2022, between the City of Roeland Park, Kansas (the "City") and the Developer (the "Agreement"), hereby certifies to the City, to its actual knowledge, as follows:				
1. That as of				
2. That it is in compliance with all other provisions of the Agreement as of the date hereof.				
3. That the Total Development Cost incurred as of the date hereof (which, per the terms of the Agreement, may be supplemented with additional costs incurred during the lease-up period) is attached as Exhibit A hereto.				
This Developer Certification of Project Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to construction of the Project.				
The City's acceptance of this Certificate shall evidence the satisfaction of the Developer's agreements and covenants to construct the Project.				
Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.				
[Balance of page intentionally left blank]				

[Signature Page to Developer Certification of Project Completion]

IN WITNESS WHEREOF, the under, 20	signed has hereunto set his/her hand this day of
	EPC REAL ESTATE GROUP LLC, a Kansas limited liability company, or its successor or assign
	By:
	Name:
	Title:
ACCEPTED:	
CITY OF ROELAND PARK, KANSAS	
By:	
Name:	<u> </u>

Exhibit A to Developer Certification of Project Completion Total Development Cost

Exhibit N

Form of Section 4.12 Annual Reporting

DEVELOPER ANNUAL REPORT

	Filed, 20
	In compliance with Sections 4.12, 3.17, and 3.18 of that certain Development Agreement, dated as or 2022, between the City of Roeland Park, Kansas (the "City") and the Developer (as such
ter	rm is defined in the Agreement) (the "Agreement"), the Developer provides the following information to
its	actual knowledge:
1.	Owners within the Project Site:
2.	Commercial Tenants Occupying Any Portion of the Project Site:
3.	Types of Operations Conducted at Facilities within the Project Site:
4.	Percentage Occupancy of:
	a) Multifamily Portion of the Project:
	b) Commercial Portion of the Project:
5.	Number of Employees within the Multifamily and Commercial Portions of the Project:
	a) Multifamily Portion of the Project:
	b) Commercial Portion of the Project:
6.	Civic, Charitable, or Philanthropic Participation within the City by Developer in Compliance with Section 3.21 of the Agreement:
7.	With Respect to Each Commercial Tenant:
	a) Term of Lease:
	b) Type of Use of the Facility Conducted by Tenant:
	c) Amount of Square Footage Leased by Tenant:

8.	Afford	able Housing Annual Report:
	a)	Number of Total Units Within the Project:
	b)	5% of Total Units Within the Project:
	c)	Number of Months within Prior Calendar Year that Both 1) Less Than the Number of Units Identified in 8(b) above were Reserved as Affordable Units and 2) Developer Was Not in Compliance with the Terms Contained within Section 3.17 Which Would Allow Developer to Reserve Less Than 5% of the Project's Units as Affordable Units:
9.	Sustair	nability Statement in Compliance with Section 3.18.B.:

LAND PURCHASE AGREEMENT

THIS LAND PURCHASE AGREEMENT (this "Agreement") is entered into effective as of September 6, 2022 (the "Effective Date") by and between the City of Roeland Park, Kansas, a Kansas municipal corporation ("Seller"), and EPC Real Estate Group, LLC, Kansas limited liability company, its assigns ("Buyer"). The Buyer and Seller shall sometimes be collectively referred to herein as the "Parties."

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

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

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

ARTICLE I

LAND PURCHASE

- Section 1.1 Property. Subject to the terms and conditions of this Agreement, Seller hereby agrees to convey to Buyer and Buyer hereby agrees to purchase from Seller marketable fee simple title in the real property legally described on Exhibit B attached hereto and incorporated herein, together with any and all right, title and interest of Seller in and to any land lying in the bed of any street, road, alley or avenue, open or proposed, in front of or adjoining the Property, all rights of way or use, utilities, adjacent streets, alleys, strips, gores, and rights-of-way, servitudes, licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging to or benefiting the Property (the "Land"), together with all buildings, structures and improvements located on the Land (the "Improvements") and all of Seller's intangible personal property attached to the Land or Improvements on the Closing Date ("Personal Property"), and together with the Land and the Improvements, the "Property"); provided, however, the Personal Property shall not include the removable personal property of Seller which includes, without limitation, trade fixtures, furniture and moveable equipment, and any other personal property of Seller located in or around, or in any way related to, the City of Roeland Park's Public Works Building currently located on the Property (the "Public Works Building").
- Section 1.2 Purchase Price. The purchase price for the Property is Three Million Four Hundred Fifty Thousand Dollars and 00/100 Cents (\$3,450,000.00) ("Purchase Price") and shall be paid as follows:
 - (a) Earnest money in the amount of Twenty Five Thousand Dollars and 00/100 Cents (\$25,000.00) (together with any applicable Extension Deposit(s) and any accrued interest, the "Earnest Deposit") shall be deposited by Buyer in an interest-bearing account

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

- (b) The balance of the Purchase Price, subject to closing prorations and credits, shall be paid to Seller in immediately available funds at Closing.
- Section 1.3 Seller's Representations and Warranties. Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date that:
 - (a) Seller has the authority to enter into this Agreement and comply with Seller's obligations hereunder.
 - (b) This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms. The execution of this Agreement by Seller will not result in a breach of, violate any term or provision of, or constitute a default under, any document by which Seller is bound.

- (c) Seller has good, valid and marketable title to the Property, free and clear of all liens except matters of record. There are no outstanding options or rights of first refusal to purchase the Property, or any portion thereof or interest therein.
- (d) There are no leases, subleases, licenses, concessions or other agreements, written or oral, granting to any person the right of use or occupancy of any portion of the Property.
- (e) There is no pending or, to the knowledge of Seller, threatened condemnation or similar proceeding, lawsuit or administrative action affecting the Property or any portion thereof or other matters affecting adversely the current use, occupancy, value or marketability of or title to the Property, and Seller has not received any written notice, and has no knowledge, that any such proceeding is contemplated.
- (f) There are no contracts of employment, management, maintenance, service, supply or rental outstanding which affect any portion of the Property or its operation which will be in effect after the date of Closing.
- (g) There are no labor disputes, organizational campaigns or union contracts existing or under negotiation as of the date hereof with respect to the Property or the operation thereof; there are no employees presently engaged in the operation or maintenance of the Property for whom Buyer will be responsible after Closing unless Buyer hires them directly.
- (h) To Seller's knowledge, there are no violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement, affecting any portion of the Property, and no written notice of any such violation has been issued by any governmental authority.
- (i) No work has been performed or is in progress by Seller at and no materials have been furnished to the Property or any portion thereof, which might give rise to mechanic's, materialman's or other liens against the Property or any portion thereof.
- (j) To Seller's knowledge, hazardous materials are not present in any form in, on or about the Property. The Property has never been the site of any activity which would violate any past or present law or regulation of any federal, state or local governmental body or agency, including all environmental laws. No part of the Property presently, or at any time in the past has been used as a dump or other waste disposal site. No notice, notification, demand, request for information, citation, summons or order has been received, no complaint has been filed, no penalty has been assessed and no investigation,

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

- (k) Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a completed IRS Form W-9 at Closing to provide evidence that Seller is not such a foreign person and provide Seller's tax identification number ("W-9").
- (l) There are no real estate brokers or agents known to Seller to be involved in the procurement of this Agreement. Seller shall be responsible for payment of commissions to the Broker at the Closing pursuant to a separate agreement.
- (m) Seller has received no notice of and has no knowledge of any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency against the Property, or against Seller which could encumber the Property.

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

- Section 1.4 Plans and Reports. Within five (5) days after the Effective Date, Seller shall provide Buyer with copies of all existing plans, declarations, escrow agreements, zoning documents, and other agreements and/or reports affecting the Property which are in Seller's possession or control relating to the Property. Within thirty (30) days after the Effective Date, Seller shall provide Buyer with a proposed Development Agreement (as defined in Article II, Section 2.4 below).
- Section 1.5 Survey. Seller shall provide and pay for an ALTA/ACSM land title survey ("Survey") to the Buyer within forty-five (45) days of the Effective Date.
- Section 1.6 Title and Survey Contingency. Promptly after the Effective Date, Seller shall provide and pay for an ALTA Owner's Extended Coverage Title Insurance Policy ("Title Policy") from the Title Company in the amount of the Purchase Price, guaranteeing marketable fee simple title to Buyer as of Closing. Within twenty (20) days of the Effective Date, Seller shall cause the Title Company to deliver to Buyer a commitment for such Title Policy ("Commitment") and copies of all exception documents. Buyer shall have until thirty (30) days after receipt of both the Commitment and Survey (the "Title Objection Period") to deliver to Seller in writing any

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

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

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

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

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

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

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

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

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

Closing Conditions

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

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

("Commercial Lease") which includes those terms outlined in <u>Exhibit D</u> attached hereto.

Section 1.10 Taxes.

- (a) Taxes for Years Prior to Closing. Seller will pay in full all general and special real property taxes that are levied with respect to the Property for tax years prior to the year of closing. This Article I, Section 10(a) expressly survives Closing.
- (b) Tax Challenges. If any tax challenge is ongoing with respect to the Property for general real estate taxes levied for any tax years prior to the year of Closing, Seller will receive the full benefit of any refund arising out of such tax challenge. If any tax challenge commenced by Seller results in a reduction in taxes for the general real estate taxes levied for the year of Closing, the parties shall prorate taxes for the year of Closing upon receipt of the actual tax bill or adjusted tax bill. This Article I, Section 10(b) expressly survives Closing.
- (c) Taxes for Current Year of Closing. All general real property taxes that are levied with respect to the Property for the year of Closing will be prorated between Buyer and Seller as of the Closing Date. If the precise amount of taxes levied for the year of Closing cannot be determined, then the proration shall be computed, by Title Company, on the basis of the greater of (i) the taxes on the Property levied for the immediately preceding tax year; or (ii) an amount equal to the taxable valuation, if available, of the Property in the year of Closing multiplied by the prior tax year's total tax rate.
- Section 1.11 Special Assessments. Seller hereby represents and warrants that there are no special assessments affecting the Property as of the date of this Agreement and there shall not be any as of the Closing Date. All special assessments levied after the Closing Date shall be paid exclusively by Buyer.

Section 1.12 Municipal Agreements.

- (a) Seller hereby represents and warrants that there are no existing development agreements, declarations, escrow agreements and other similar agreements affecting the Property.
- (b) Notwithstanding anything in this Article I, Section 1.12 to the contrary, upon the request of Buyer, from and after the execution of this Agreement, Seller shall reasonably cooperate and work with Buyer (including, without limitation, joining in the execution of the materials described in clause (i) below) in connection with (i) applications, agreements, amendments, permits, licenses and approvals relating to, among other things, zoning, site plan, planned development, subdivision, protective covenants, economic incentives, utility and other development matters to permit the development of the Property in accordance with Buyer's intended use and development of the Property, and (ii) any requirements of local, state or federal

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

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

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

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

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

ARTICLE II

SUBJECT OF AGREEMENT

- Section 2.1 Purpose of Agreement. The Property to be purchased in accordance with this Agreement is a parcel of vacant land which is generally located at 4800 West Roe Boulevard within the City of Roeland Park, Johnson County, Kansas, and is legally described on Exhibit B. This Agreement is entered into by the Parties for the purpose of setting forth the terms and conditions pursuant to which Buyer will purchase the Property.
- Section 2.2 Performance of Agreement. The performance of the Parties to this Agreement insofar as it relates to timeliness shall be governed in all material respects by the terms and conditions of this Agreement.
- Section 2.3 Restrictions on Transfer and Assignments. There shall be no assignment or transfer of the rights and duties of Buyer under this Agreement and no conveyance of the Property without the mutual prior written consent of the Parties (which consent will not be unreasonably withheld, conditioned or delayed). The Parties hereby agree that the Property and any building(s) or structure(s) erected thereon cannot be sold to a tax exempt entity.
- Section 2.4 Development Agreement. It is expressly understood and agreed to by the Parties that this Agreement is subject to the Parties' mutual agreement to a development agreement for the Property (the "Development Agreement"). Seller is conveying the Property with the express understanding the Parties will enter into the Development Agreement and Buyer is purchasing the Property with the express understanding the Parties will enter into the Development Agreement. The Development Agreement for the Property will address economic development incentives, claw back provisions if Buyer does not proceed according to an established timeline, and the Seller's approval authority over the architecture and exterior appearance of the building(s). The proposed development and Development Agreement shall meet the minimum provisions and terms enumerated in Section 3 of the MOU and shall be agreed upon by the parties prior to expiration of the Due Diligence Period. For the avoidance of the doubt, the Development Agreement shall not include any obligations of Buyer to make improvements outside of the Property. If additional costs for improvements outside of the Property are discovered, then the Buyer and Seller shall negotiate payment of these improvement costs as part of the Development Agreement.

Section 2.5 [Reserved]

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

Section 2.7 Legal Actions.

- (a) <u>Institution of Legal Actions</u>. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Johnson County, Kansas.
- (b) Applicable Law. The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.
- (c) Acceptance of Service of Process. In the event that any legal action is commenced by Buyer against the Seller, service of process on the Seller shall be made by personal service upon the Registered Agent or in such other manner as may be provided by law. In the event that any legal action is commenced by the Buyer against Seller, service of process on such party shall be made by personal service upon any officer of such party and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law.
- (d) Prevailing Party. If any action is instituted by the either party hereunder, the non-prevailing party in such action shall pay any and all costs, fees and expenses, including reasonable attorneys' fees incurred by the prevailing party in enforcing this Agreement.
- Section 2.8 Brokers. Seller and Buyer agree to indemnify and hold the other harmless from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement or the transactions contemplated hereby.
- Section 2.9 Inaction Not a Waiver of Default. Any failures or delays by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

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

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

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

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

Seller:

Notice to the Seller shall be properly addressed to:

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

Buyer:

Notice to the Buyer shall be properly addressed to:

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

with a copy to:

Dentons US LLP 4520 Main Street, Suite 1100 Kansas City, Missouri 64111 Attention: Julia Taylor Telephone: (816) 460-2492 Email: julia.taylor@dentons.com

Section 2.12 Miscellaneous.

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

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

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

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

By:_	4527	
Name	e: Keith Moody	
Title:	City Administrator for Roeland Park,	Kans
	91.9	
Date:	9/6/22	
Buyer		
Duye	•	
PDC 1	Doel Fetato Crown II C	
er C	Real Estate Group, LLC	
By:		
Name	Brendon O'Leary	

Exhibit A

(MOU)

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

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

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

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

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

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

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

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

City:

City of Roeland Park, Kansas

Attn: City Administrator Keith Moody

4600 W 51st Street
Roeland Park, Kansas 66205
kmoody@goelandgark.org

Developer:

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

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

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

EPC Real Estate Group LLC ("Developer")

y: ______

Date: 6.21.22

City of Roeland Park, Kansas ("City")

y: (5)

City Administrator Weith Moody Date: 22

Approved As To Form:

Alex Felzien, City Attorney for Roeland Park

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

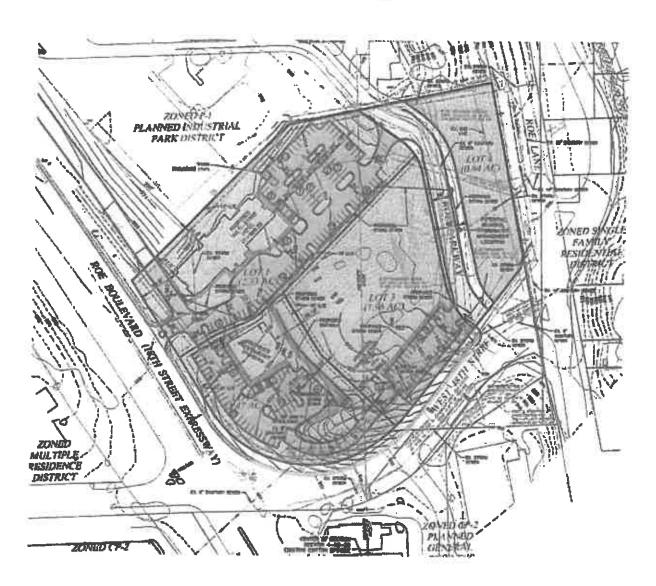


Exhibit B

(Legal Description for the Land)

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

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

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

Lot 2: Commencing at the Northeast corner of the Northwest Quarter of said Section 4; thence South 2°31'58" East, along the East line of the Northwest Quarter of said Section 4, a distance of 594.35 feet; thence South 78°00'03" West, departing the East line of the Northwest Quarter of said Section 4, a distance of 126.88 feet; thence South 44°06'13" West a distance of 396.21 feet to a point on the Northeastern rightof-way line of Roe Boulevard, as now established; thence South 32°26'59" East, along the Northeastern right-of-way line of said Roe Boulevard, a distance of 163.57 feet to the Point of Beginning; thence North 57°32'51" East, departing the Northeastern right-of-way line of said Roe Boulevard, a distance of 77.01 feet; thence North 66°34'09" East a distance of 76.45 feet; thence North 46°58'09" East a distance of 68.31 feet; thence South 32°19'11" East a distance of 130.10 feet; thence South 47°24'08" East a distance of 191.35 feet to a point on the Northwestern right-of-way line of W. 48th Street, as now established; thence along the Northwestern right-of-way line of W. 48th Street the following four (4) courses: 1) South 36°47'03" West a distance of 1.68 feet; 2) South 52°33'03" West a distance of 4.61 feet; 3) Southwesterly around a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of South 43°02'55" West, a radius of 210,00 feet, a central angle of 19°00'11", and an arc distance of 69.65 feet; 4) South 52°33'03" West a distance of 34.43 feet to the intersection with the Northeastern right-of-way of said Roe Boulevard; thence along the Northeastern right-of-way of said Roe Boulevard the following three courses: 1) North 20°45'27" West a distance of 8.35 feet; 2) Westerly and Northwesterly around a curve to the right that is non-tangent with the exit of the last described curve, having an initial tangent bearing of South 71°04'14" West, a radius of 210.00 feet, a central angle of 76°28'44", and an arc distance of 280.31 feet; 3) North 32°26'59" West a distance of 112.08 feet to the Point of Beginning. Containing 65,279 square feet or 1.50 acres, more or less.

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

(continued on next page)

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

Lat 4: Commencing at the Northwest corner of the Northeast Quarter of said Section 4: thence South 2°31'58" East, along the West line of the Northeast Quarter of said Section 4, a distance of 594.35; thence North 78°00'03" East, departing the West line of the Northeast Quarter of said Section 4, a distance of 83.33 feet to the Point of Beginning; thence continuing North 78°00'03" East a distance of 163.79 feet to a point on the Western right-of-way line of Roe Lane, as now established; thence South 12°03'57" East, along the Western right-of-way line of said Roo Lane, a distance of 317.23 feet; thence South 7°24'28" West. continuing along the Western right-of-way line of said Roe Lane, a distance of 30.04 feet to the intersection with the Northwestern right-of-way line of W. 48th Street, as now established; thence South 38°45'14" West, along the Northwestern right-of-way line of said W. 48th Street, a distance of 73.67 feet; thence Northwesterly, departing the Northwestern right-of-way line of said W, 48th Street, around a curve to the right that is non-tangent with the exit of the last described course, having an initial tangent bearing of North 52°01'15" West, a radius of 100.00 feet, a central angle of 39°03'06", and an arc distance of 68.16 feet; thence North 12°58'09" West a distance of 194.23 feet; thence Northwesterly, around a curve to the left that is tangent with the exit of the last described course, having a radius of 160,00 feet, a central angle of 42°33'03", and an arc distance of 118.82 feet; thence North 55°31'12" West a distance of 38.45 feet to the Point of Beginning. Containing 36,870 square feet or 0.85 acres, more or less.

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

Exhibit C

(Bill of Sale)

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION (this "Bill of Sale and

Assignment") is made as of the	day ofa	20 by a ("Assignee")	nd between	, a
	RECITA	LS		
A. Assignor and Ass], 2022 (the "Agreement" "Property"); and	iignee, entered into a I) for the purchase and	and Sale Agre sale of certain	ement dated effe real property de	ective as of [scribed therein (the
B. Assignor desires to and Assignee desires to assume an Property, subject to the terms and	to grant, bargain, sell, nd accept, all of Assign conditions set forth be	or's right, title	; convey and de and interest, in	liver to Assignee, and to the Personal
	AGREEMI	<u>ents</u>		
NOW, THEREFORE, for valuable consideration, the receipt agree as follows:	or the sum of Ten and and sufficiency of wh	No/100 Dollars ich are hereby	s (\$10.00) and or acknowledged t	ther good and he parties hereto
1. <u>ASSIGNMENT</u> . transfers, conveys and delivers untinterest, in and to the "Personal Pro	As of the date hereof, to Assignee, to the extraporty" (as defined in	ent assignable.	all of Assignor'	ns, sells, assigns, s right, title and
2. <u>ACCEPTANCE A</u> conveyance, transfer and assignme undertakings, responsibilities and 1 Personal Property.	AND ASSUMPTION nt as of the date hereo iabilities of Assignor	f and hereby as	sumes any and	all duties

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

hereunder shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the state in which the Property is located applicable to agreements made and to be wholly performed within said state and may not be modified or amended in any manner other than by a written agreement

[Remainder of Page Intentionally Left Blank.]

MISCELLANEOUS. This Bill of Sale and Assignment and the obligations of the parties

signed by the party to be charged therewith.

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

ASSIGNOR:	
a	
By:	
Name:	
Title:	
ASSIGNEE:	
a	
By:	
Name:	
Title:	

Exhibit D

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

Exhibit E

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

THE ROCKS City Council Presentation 12/5/22

I. Explanation of Terms

- a. CID Community Improvement District
- b. Capture Tax Fund separate fund for diverted tax dollars caused by development
- c. IRB Industrial Revenue Bonds
- d. TIF Tax Increment Financing

II. Scope of Agreement

- a. Six (6) acre parcel owned by the City
- b. Developer is EPC, which could change if approved by the City
- c. Shall not include a not-for-profit owner

III. Scope of Development

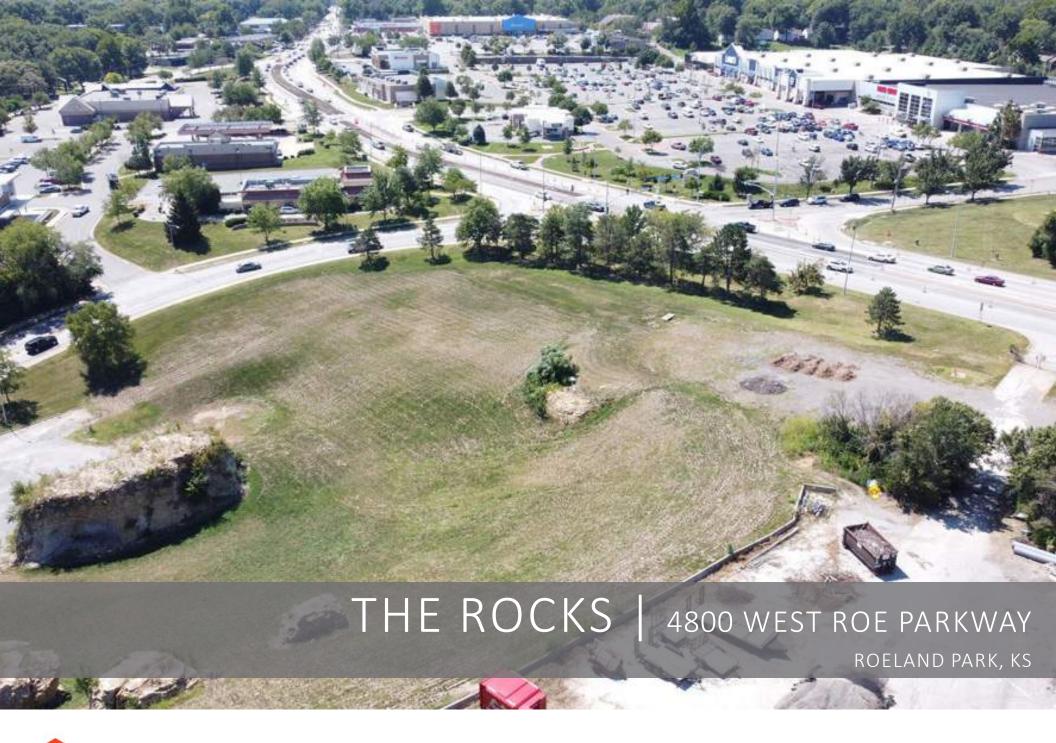
- a. 270,000 square feet with 252 residential units (preliminary plan has 300,000 square feet and 280 residential units)
- b. Site will include a sit-down restaurant
- c. Affordable/attainable housing 5% of units (14 units) identified as an affordable unit
- d. Sustainability Green Globes or Silver LEED certification after original construction and maintained throughout term of contract
- e. Initial opening of restaurant in space.

IV. Financing

- a. Cap on incentives 25% of total development costs
- b. Within cap is all incentive programs IRB tax saving, TIF eligible costs, CID eligible costs
- c. City fee \$10,000 annually

V. Enforcement and Remedies

- a. Failure to comply with specific provisions entitles City to alternative remedies
- b. Repurchase right for failure to commence construction



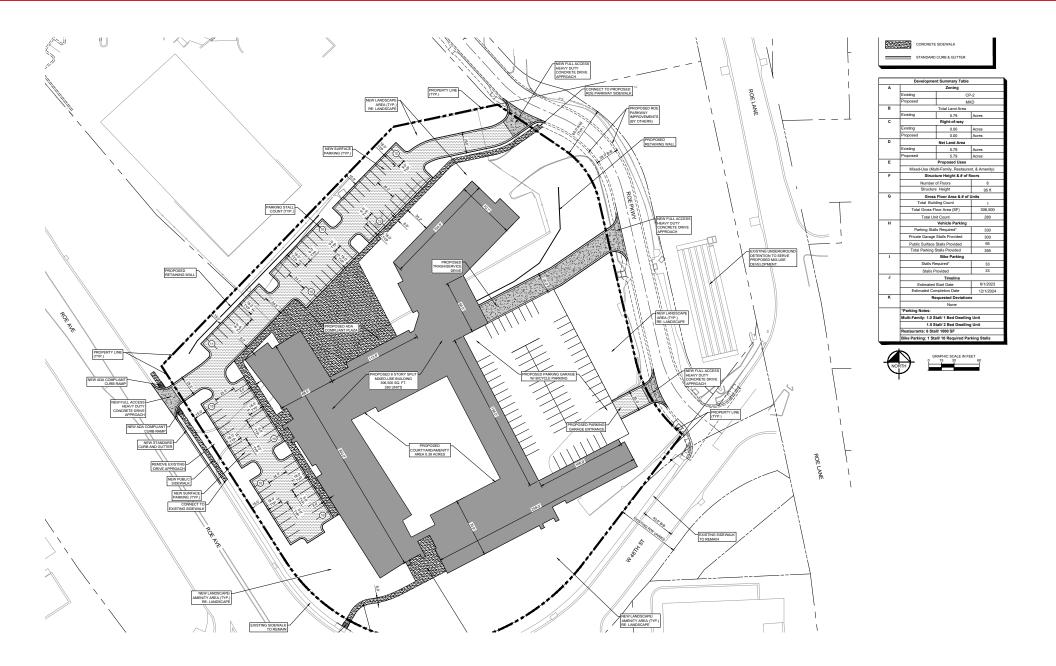


Existing Site



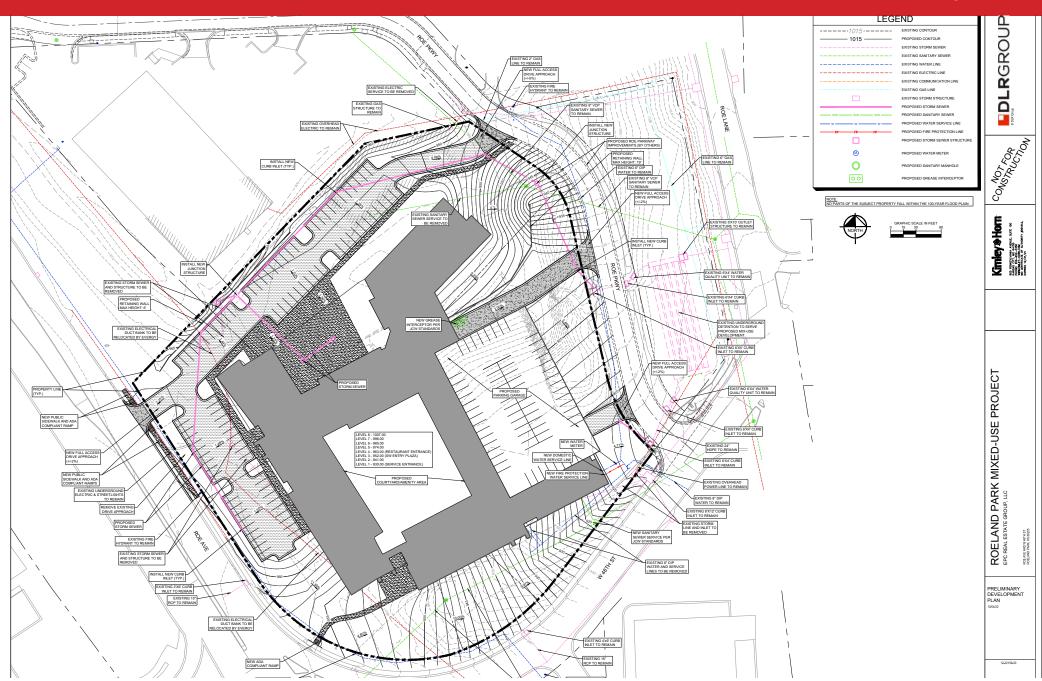


Site Plan

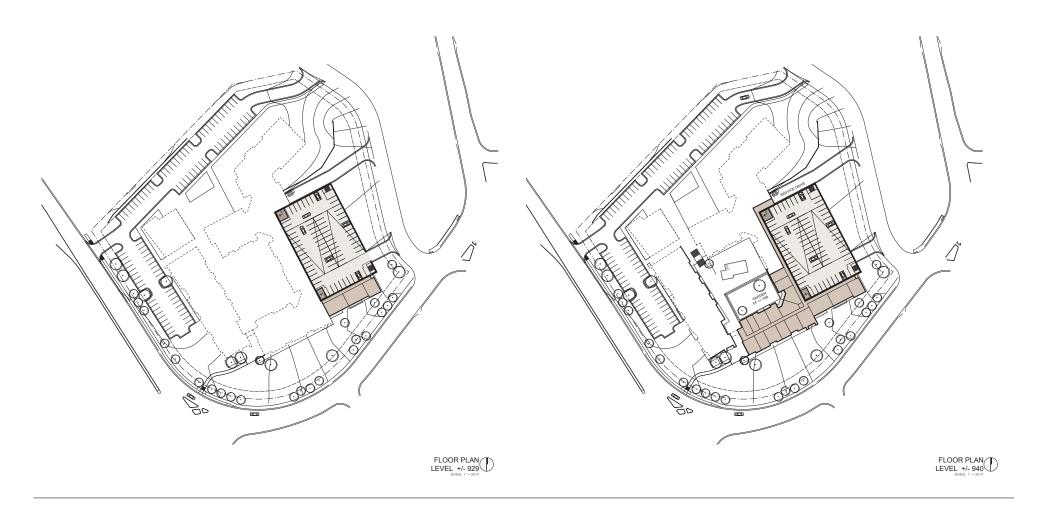




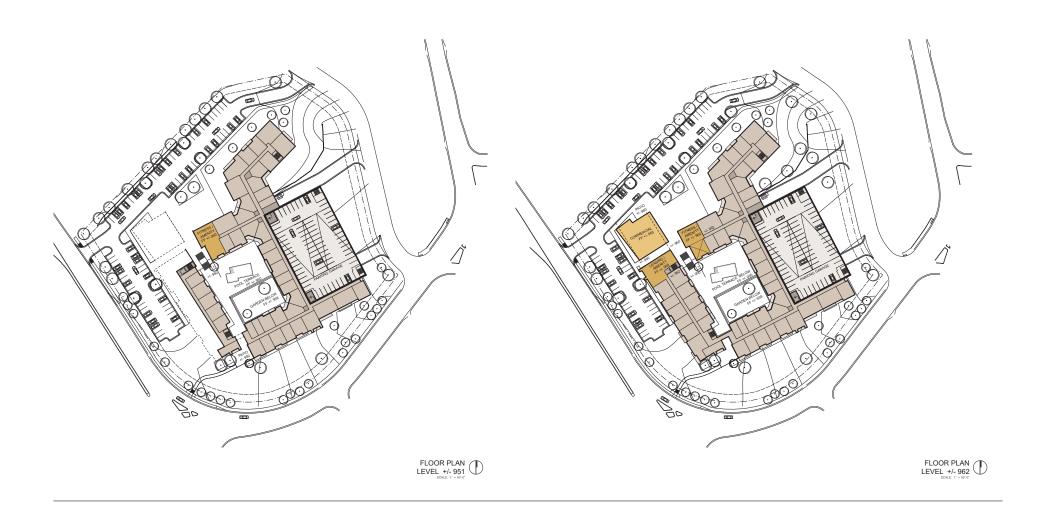
Grading Plan



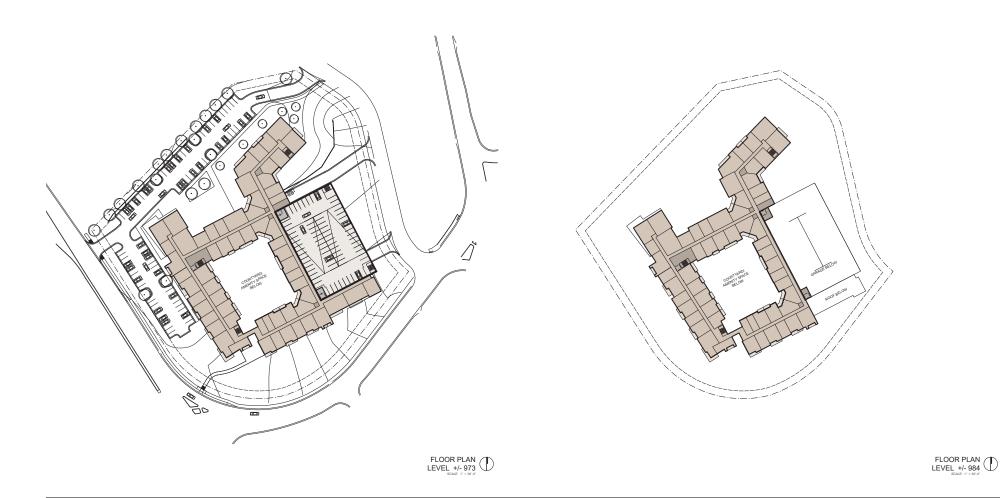






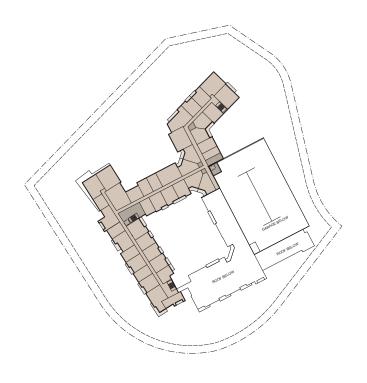


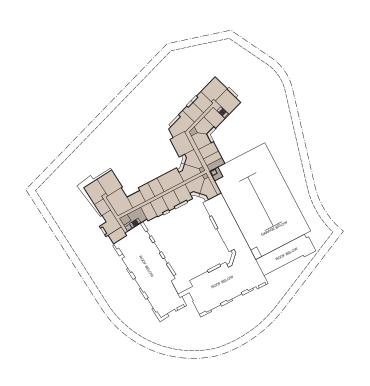






Level 6-7 (3&4 Above Grade)





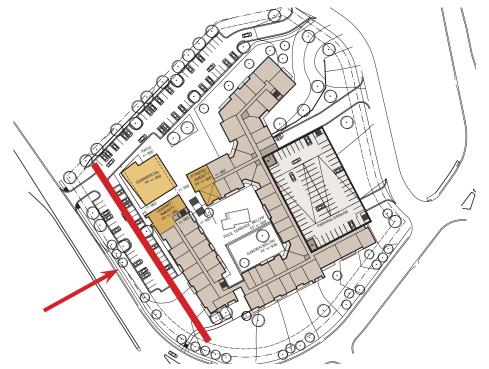
FLOOR PLAN LEVEL +/- 995 SCALE: 1' = 50'-0" FLOOR PLAN LEVEL +/- 1006



West Elevation









South Elevation



SOUTH ELEVATION





North West Corner



VIEW OF COMMERCIAL SPACE FROM NORTHWEST VEHICULAR ACCESS



South West Corner



VIEW OF CORNER FROM ROE BLVD & 48TH STREET



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

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

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

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

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

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

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

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

City:

City of Roeland Park, Kansas

Attn: City Administrator Keith Moody

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

Developer:

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

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

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

EPC Real Estate Group LLC ("Developer")

2

Date: 6.21.22

City of Roeland Park, Kansas ("City")

By:

City Administrator Keith Moody

Date:

Approved As To Form:

Alex Felzien, City Attorney for Roeland Park

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





Item Number: New Business- VIII.-E.

Committee Meeting 12/19/2022

Date:



City of Roeland Park

Action Item Summary

Date: 11/8/2022 Submitted By: John Jacobson

Committee/Department: Neighborhood Services

Title: Ordinance 1038 - Rezoning The Rocks Site (5 min)

Item Type: Ordinance

Recommendation:

Council approved the rezoning of The Rocks at the 12/5/22 council meeting per the Planning Commission's recommendation. Because the zoning district boundaries are described in the City Code, when a change to a district boundary occurs due to rezoning an ordinance amending the boundary description is also required. The attached ordinance reflects the MXD boundary description change created by approval of The Rocks rezoning.

Details:

The area being rezoned is consistent with the boundary of the Final Plat (document attached). STAFF REPORT

Completed By: John Jacobson, Building Official

REQUEST:

The applicant, EPC Real Estate Group is requesting a Zoning amendment/Preliminary Development plan approval changing zoning from CP-2 to MXD. **This change is to facilitate the construction of mixed-use, multi-family and retail structure(s) at Roe Boulevard and 48th Street.**

BACKGROUND: The site has been a focal point of re-development for the city for over 30 years. This proposal addresses a market need and provides housing options for those that are searching for an alternative to single family housing. The site, market need, and scale of this proposal make this development unique in the northeast Johnson county area.

The developer EPC is functioning as the applicant for the rezoning and development plan components of the proposal, while the city is acting as its own agent for platting actions.

ANALYSIS:

CHAPTER XVI – ZONING and SUBDIVISION REGULATIONS

- Section 16-316. Consideration of Zoning Text Amendments
- a. Public hearing required. Consideration of zoning text amendments shall require a public hearing before the Planning Commission following publication notice as provided in Section 16-312.
 - b. Action by Planning Commission. A majority of the members of the Planning Commission present and voting at the hearing shall be required to recommend approval, approval with conditions or denial of the zoning text amendment to the Governing Body. The Planning Commission's recommendation shall include a statement of the reasons for the recommendation.

recommendation shall molde a statement of the reasons for the recommendation.

RECOMMENDATION: The rezoning request is compliant with the current comprehensive plan's future land use map and are in line with the development goals for the site.

Staff recommends approval of zoning CP-2 to MXD as submitted for 4800 West Roe Parkway.

Financial Impact

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

Additional Information

How does item relate to Strategic Plan?

Compliant with future land use plan.

How does item benefit Community for all Ages?

ATTACHMENTS:

	Description	Type
D	Ordinance 1038 Amending MXD Zoning District Boundary	Cover Memo
D	Rezoning Area- Consistent with Final Plat Boundary	Cover Memo
D	EPC Presentation on Preliminary Development Plan	Cover Memo
D	Application and Submittals	Cover Memo
D	Notification	Cover Memo
D	Certified List and Zoning Publication	Cover Memo
D	Will Serve Evergy	Cover Memo
D	Will Serve JCW	Cover Memo
D	Will Serve Kansas Gas	Cover Memo
D	Future Land Use Map	Cover Memo
D	Proof of Publication	Cover Memo
D	PDP Review Response	Cover Memo
D	Planning Commission Meeting Minutes November 15, 2022	Cover Memo

CITY OF ROELAND PARK, KANSAS

ORDINANCE NO. 1038

AN ORDINANCE RELATING TO ZONING; REZONING CERTAIN PROPERTY WITHIN THE CITY OF ROELAND PARK FROM CP-2, PLANNED GENRAL BUSINESS DISTRICT TO MXD, PLANNED MIXED USE DISTRICT; ORDERING THE OFFICIAL ZONING MAP TO BE CHANGED TO REFLECT SUCH REZONING; AND AMENDING AND REPEALING EXISTING SECTION 16-403 OF THE CODE OF THE CITY OF ROELAND PARK, KANSAS TO REINCORPORATE THE OFFICIAL ZONING MAP AS AMENDED.

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

SECTION 1. The rezoning application, preliminary development plan for the property located at the northeast comer of Roe Boulevard and 48th Street are hereby approved as submitted to planning Commission November 15, 2022. A final Development Plan must be submitted for final approval, and the following described property is hereby rezoned from CP-2, Planned General Business District, to MXD, Planned Mixed-Use District:

All that part of the tract of land as described, together with all adjoining rights of way described as follows:

All that part of the Northeast Quarter of the Northwest Quarter and all that part of the Northwest Quarter of the Northeast Quarter of Section 4, Township 12 South, Range 25 East, situate in the City of Roeland Park, Johnson County, Kansas, as prepared by Kellan M. Gregory, Kansas PLS #1577 on October 13, 2022, being described as follows:

Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 4, said corner monumented by a found, aged 1/2" rebar; thence South 87°33'31" West, along the South line of the Northeast Quarter of the Northwest Quarter of said Section 4, a distance of 3.63 feet to the intersection with the Southerly prolongation of the East right-of-way line of Roe Boulevard (formerly 18th Street Expressway) as established by a Deed of Dedication of Right of Way, filed with the Johnson County, Kansas Recorder of Deeds on November 11, 1993 in Book 4140 at Page 334, as now established; thence North 20°45'26" West, along the East right-of-way line of said Roe Boulevard and its Southerly prolongation, a distance of 89.20 feet to a found 1/2" rebar with a cap stamped "SKW KS LS 61", said point being the Point of Beginning; thence North 20°45'26" West, continuing along said East right-ofway line of Roe Boulevard, a distance of 8.56 feet to a set 5/8" rebar with a 3-1/4" dia. aluminum cap stamped "SURVEY MARKER LAMP RYNEARSON KS CLS-350"; thence Westerly and Northwesterly, departing the former East right-of-way line of said Roe Boulevard, on a curve that is non-tangent with the exit of the last-described course, having an initial tangent bearing of South 71°06'25" West, a radius of 210.00 feet, a central angle of 76°26'33", and an arc distance of 280.18 feet to a set 5/8" rebar with a 3-1/4" dia. aluminum cap stamped "SURVEY MARKER LAMP RYNEARSON KS CLS-350" in the new Easterly right-of-way line of Roe Boulevard; thence North 32°27'02"

West, continuing along said new Easterly right-of-way line of Roe Boulevard, a distance of 275.51 feet to the intersection with the Southwesterly prolongation of the South line of a tract of land described in a Special Warranty Deed filed with said Recorder of Deeds on January 5, 2009 in Book 200901 at Page 000627, said point monumented with a set 5/8" rebar with a 3-1/4" dia. aluminum cap stamped "SURVEY MARKER LAMP RYNEARSON KS CLS-350"; thence North 44°06'17" East, along the Southwesterly prolongation of the South line of said tract of land and also said new Easterly right-of-way line of Roe Boulevard, a distance of 126.63 feet to the intersection with the East right-of-way line of said Roe Boulevard, said point monumented by a found 1-1/2" dia. aluminum cap stamped "LS 145"; thence North 44°06'17" East, continuing along the South line of said tract of land, a distance of 269.42 feet to a found 1-1/2" dia. aluminum cap stamped "LS 145"; thence North 77°59'31" East, continuing along the South line of said tract of land and also along the South line of a tract of land described in a Kansas Special Warranty Deed filed with said Recorder of Deeds on January 7, 2015 in Book 201501 at Page 000844, a distance of 374.46 feet to a point on the West right-of-way line of Roe Lane, as now established and also monumented by a found 1/2" rebar with a cap stamped "LS 1118"; thence South 11°59'59" East, along the West right-of-way line of said Roe Lane, a distance of 317.58 feet to a found 1-1/2" dia. aluminum cap stamped "LS 145"; thence South 7°27'38" West, continuing along the West right-of-way line of said Roe Lane, a distance of 30.11 feet to the intersection with the Northwest right-of-way line of W. 48th Street, as described in Johnson County, Kansas Condemnation Case No. 95C1229 and also now established, being monumented by a found 1-1/2" dia. aluminum cap stamped "LS 145"; thence along the Northwest right-of-way line of said W. 48th Street the following four (4) courses: 1) South 38°49'04" West a distance of 236.58 feet to a found 1-1/2" dia. aluminum cap stamped "LS 145"; 2) Southwesterly along a curve to the left that is non-tangent with the exit of the last-described course, having an initial tangent bearing of South 38°45'17" West, a radius of 300.00 feet, a central angle of 1°58'16", and an arc distance of 10.32 feet to a found 1-1/2" dia. aluminum cap stamped "LS 145"; 3) South 36°46'54" West a distance of 112.35 feet to a found 1-1/2" aluminum cap stamped "LS 145"; 4) South 52°34'57" West a distance of 108.36 feet to the Point of Beginning.

Containing 316,110 square feet or 7.26 acres, more or less.

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

SECTION 2. It is hereby ordered that the Official Zoning Map, as incorporated by reference in Section 16-403 of the Code of the City of Roeland Park, Kansas, be amended to reflect this rezoning.

SECTION 3. Existing Section 16-403 of the Code of the City of Roeland Park, Kansas, is repealed and is hereby amended and readopted to read as follows:

6-403. OFFICIAL ZONING MAP. The boundaries of the zoning districts enumerated in Section 16-402 shall be shown on a map officially designated as the Official Map, which map is reincorporated by reference as amended.

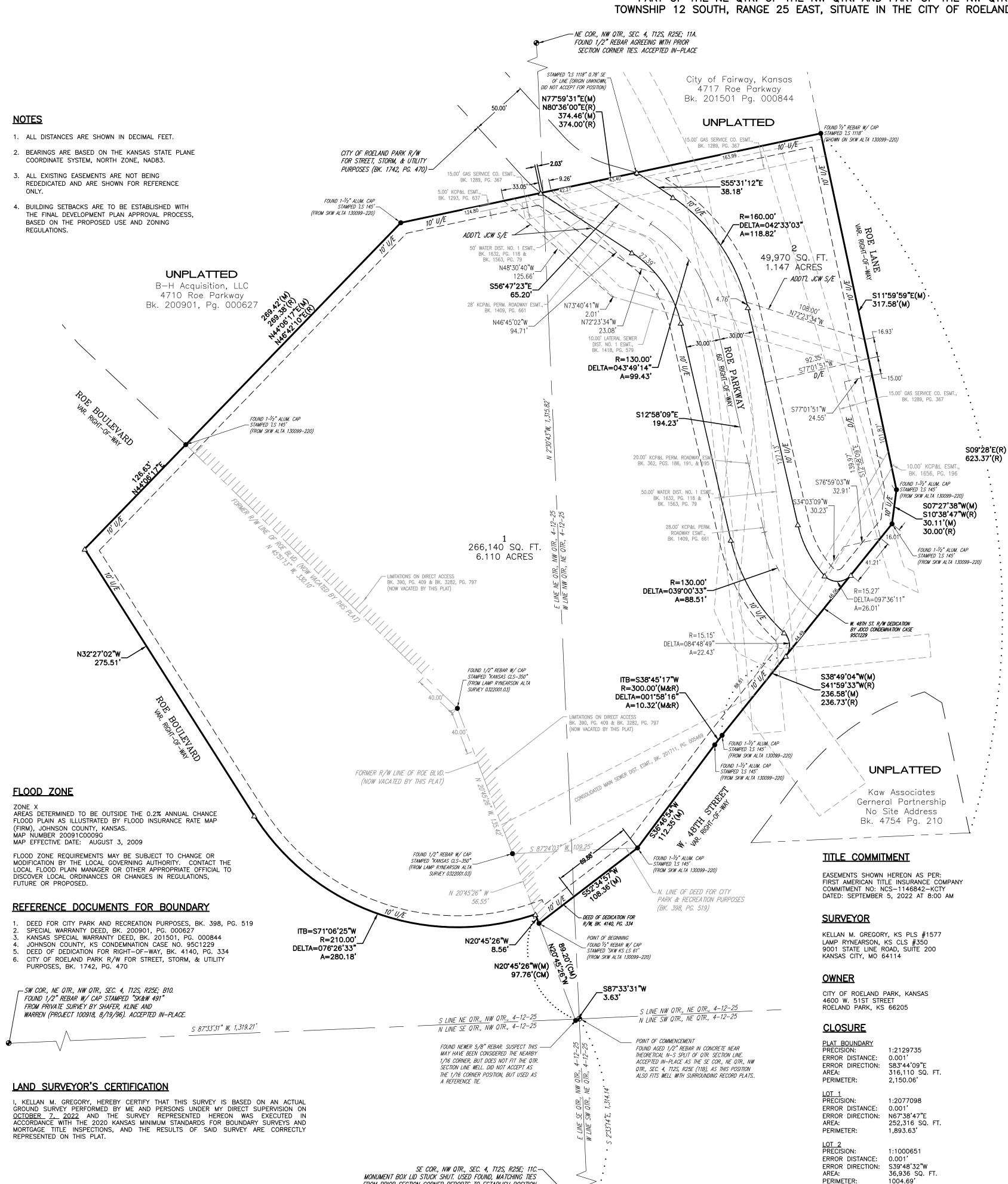
SECTION 4. This ordinance shall take effect upon its publication in the official City newspaper.

PASSED by the City Council this 19th day of December 2022

APPROVED by the Mayor		
Mike Kelly: Mayor	_	
ATTEST:		
Kelley Nielsen, City Clerk		
APPROVED AS TO FORM:		
Steve Mauer, City Attorney		

THE ROCKS

PART OF THE NE QTR. OF THE NW QTR. AND PART OF THE NW QTR. OF THE NE QTR., SECTION 4, TOWNSHIP 12 SOUTH. RANGE 25 EAST, SITUATE IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS



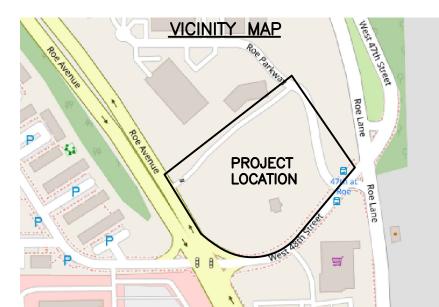
FROM PRIOR SECTION CORNER REPORTS TO ESTABLISH POSITION

THEREFOR THE ESTABLISHED POSITION, ARE ACCEPTED IN-PLACE

KELLAN M. GREGORY, KS PLS #1577

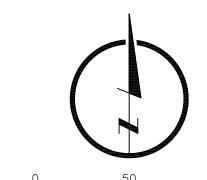
LAMP RYNEARSON, KS CLS #350

OF A CALLED-FOR COTTON SPINDLE. TIES, AND



LOCATED IN:
NE 1/4 & NW 1/4 SECTION 4, T12S, R25E

OpenStreetMap contributors www.opendatacommons.org



SCALE: 1"= 50
U.S. SURVEY FEET

LEGEND

BOUNDARY LINE

PLATTED EASEMENT LINE

EXISTING LOT LINE

RIGHT-OF-WAY LINE

SECTION LINE

EXISTING EASEMENT

(M) MEASURED DIMENSIONS

(R) RECORD DIMENSIONS

(CM) CALCULATED FROM MEASUREMENTS

R/W RIGHT-OF-WAY

JOHNSON COUNTY WASTEWATER

MONUMENT FOUND (ACCEPTED IN—PLACE UNLESS OTHERWISE NOTED)

SET 5/8"x24" REBAR W/
3-1/4" DIA. ALUMINUM CAP
STAMPED "SURVEY MARKER LAMP
RYNEARSON KS CLS 350"

◆ SECTION CORNER

DEDICATION

CLASS: URBAN

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT WHICH SHALL HEREAFTER BE KNOWN AS:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME MIKE KELLY, MAYOR OF THE CITY OF ROELAND PARK, KANSAS WHO IS PERSONALLY KNOWN TO BE TO BE THE SAME PERSONS WHO EXECUTED THE WITHIN INSTRUMENT, AND SUCH PERSONS DULY ACKNOWLEDGES THE EXECUTION OF THE SAME TO BE THE ACT AND DEED OF SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC:_____ MY APPOINTMENT EXPIRES ____

PRINT NAME:

LEGAL DESCRIPTION

All that part of the Northeast Quarter of the Northwest Quarter and all that part of the Northwest Quarter of the Northeast Quarter of Section 4, Township 12 South, Range 25 East, situate in the City of Roeland Park, Johnson County, Kansas, as prepared by Kellan M. Gregory, Kansas PLS #1577 on October 13, 2022, being described as follows: Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 4, said corner monumented by a found, aged 1/2" rebar; thence South 87°33'31" West, along the South line of the Northeast Quarter of the Northwest Quarter of said Section 4. a distance of 3.63 feet to the intersection with the Southerly prolongation of the East right-of-way line of Roe Boulevard (formerly 18th Street Expressway) as established by a Deed of Dedication of Right of Way, filed with the Johnson County, Kansas Recorder of Deeds on November 11, 1993 in Book 4140 at Page 334, as now established; thence North 20°45'26" West, along the East right—of—way line of said Roe Boulevard and its Southerly prolongation, a distance of 89.20 feet to a found 1/2" rebar with a cap stamped "SKW KS LS 61", said point being the Point of Beginning; thence North 20°45'26" West, continuing along said East right-of-way line of Roe Boulevard, a distance of 8.56 feet to a set 5/8" rebar with a 3-1/4" dia. aluminum cap stamped "SURVEY MARKER LAMP RYNEARSON KS CLS-350"; thence Westerly and Northwesterly, departing the former East right-of-way line of said Roe Boulevard, on a curve that is non-tangent with the exit of the last—described course, having an initial tangent bearing of South 71°06'25" West, a radius of 210.00 feet, a central angle of 76°26'33", and an arc distance of 280.18 feet to a set 5/8" rebar with a 3-1/4" dia. aluminum cap stamped "SURVEY MARKER LAMP RYNEARSON KS CLS-350" in the new Easterly right-of-way line of Roe Boulevard; thence North 32°27'02" West, continuing along said new Easterly right-of-way line of Roe Boulevard, a distance of 275.51 feet to the intersection with the Southwesterly prolongation of the South line of a tract of land described in a Special Warranty Deed filed with said Recorder of Deeds on January 5, 2009 in Book 200901 at Page 000627, said point monumented with a set 5/8" rebar with a 3-1/4" dia. aluminum cap stamped "SURVEY MARKER LAMP RYNEARSON KS CLS-350"; thence North 44°06'17" East, along the Southwesterly prolongation of the South line of said tract of land and also said new Easterly right-of-way line of Roe Boulevard. a distance of 126.63 feet to the intersection with the East right-of-way line of said Roe Boulevard, said point monumented by a found 1-1/2" dia. aluminum cap stamped "LS 145"; thence North 44°06'17" East, continuing along the South line of said tract of land, a distance of 269.42 feet to a found 1-1/2" dia. aluminum cap stamped "LS 145"; thence North 77°59'31" East, continuing along the South line of said tract of land and also along the South line of a tract of land described in a Kansas Special Warranty Deed filed with said Recorder of Deeds on January 7, 2015 in Book 201501 at Page 000844, a distance of 374.46 feet to a point on the West right-of-way line of Roe Lane, as now established and also monumented by a found 1/2" rebar with a cap stamped "LS 1118"; thence South 11°59'59" East, along the West right-of-way line of said Roe Lane, a distance of 317.58 feet to a found 1-1/2" dia. aluminum cap stamped "LS 145"; thence South 7°27'38" West, continuing along the West right-of-way line of said Roe Lane, a distance of 30.11 feet to the intersection with the Northwest right-of-way line of W. 48th Street, as described in Johnson County, Kansas Condemnation Case No. 95C1229 and also now established, being monumented by a found 1-1/2" dia. aluminum cap stamped "LS 145"; thence along the Northwest right-of-way line of said W. 48th Street the following four (4) courses: 1) South 38°49'04" West a distance of 236.58 feet to a found 1-1/2" dia. aluminum cap stamped "LS 145"; 2) Southwesterly along a curve to the left that is non-tangent with the exit of the last-described course, having an initial tangent bearing of South 38°45'17" West, a radius of 300.00 feet, a central angle of 1°58'16", and an arc distance of 10.32 feet to a found 1-1/2" dia. aluminum cap stamped "LS 145"; 3) South 36'46'54" West a distance of 112.35 feet to a found 1-1/2" aluminum cap stamped "LS 145"; 4) South 52°34'57" West a distance of 108.36 feet to the Point of Beginning.

Containing 316,110 square feet or 7.26 acres, more or less.

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

AN EASEMENT OR LICENSE TO ENTER UPON, LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, WATER, GAS, SEWER PIPES, POLES, WIRES, DRAINAGE FACILITIES, DUCTS AND CABLES, AND SIMILAR FACILITIES, UPON, OVER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" OR "U/E," IS HEREBY GRANTED TO THE CITY OF ROELAND PARK, KANSAS, AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE THE EASEMENT FOR THESE PURPOSES.

AN EASEMENT FOR DRAINAGE, INGRESS, EGRESS AND MAINTENANCE PURPOSES (HEREINAFTER REFERRED TO AS "DRAINAGE EASEMENT" OR "D/E") INCLUSIVE OF BORING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, OPERATING, UPGRADING AND FOREVER MAINTAINING THEREON A STORMWATER QUALITY TREATMENT BASIN AND/OR FLOOD CONTROL DETENTION BASIN, TOGETHER WITH ALL NECESSARY APPURTENANCES APPERTAINING THERETO, A PERPETUAL RIGHT—OF—WAY OVER, UNDER, UPON AND ACROSS ALL THAT REAL PROPERTY SHOWN HEREON AND DESIGNATED.

AN EASEMENT OR LICENSE TO LAY, CONSTRUCT, MAINTAIN, ALTER, REPAIR, REPLACE AND OPERATE ONE OR MORE SEWER LINES AND ALL APPURTENANCES CONVENIENT FOR THE COLLECTION OF SANITARY SEWAGE, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, OVER AND THROUGH THOSE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "S/E" ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND THROUGH ADJOINING LAND AS MAY BE REASONABLY NECESSARY TO ACCESS SAID EASEMENT AND IS HEREBY DEDICATED TO JOHNSON COUNTY WASTEWATER OF JOHNSON COUNTY, KANSAS OR THEIR ASSIGNS. ALTERATION OF LAND CONTOURS WILL BE PERMITTED ONLY WITH THE EXPRESS WRITTEN APPROVAL OF JCW. ANY PLACING OF IMPROVEMENTS OR PLANTING OF TREES ON SAID PERMANENT RIGHT—OF—WAY WILL BE DONE AT THE RISK OF SUBSEQUENT DAMAGE THERETO WITHOUT COMPENSATION THEREOF.

THE UNDERSIGNED PROPRIETOR OF THAT PROPERTY SHOWN ON THIS PLAT DOES HEREBY DEDICATE FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES, ALL PARCELS AND PARTS OF LAND INDICATED ON THAT PLAT AS STREETS, TERRACES, PLACES, ROADS, DRIVES, LANES, AVENUES AND ALLEYS NOT HERETOFORE DEDICATED. WHERE PRIOR EASEMENT RIGHTS HAVE BEEN GRANTED TO ANY PERSON, UTILITY OR CORPORATION ON THOSE PARTS OF THE LAND SO DEDICATED, AND ANY PIPES, LINES, POLES AND WIRES, CONDUITS, DUCTS OR CABLES HERETOFORE INSTALLED THEREUPON AND THEREIN ARE REQUIRED TO BE RELOCATED, IN ACCORDANCE WITH PROPOSED IMPROVEMENTS AS NOW SET FORTH, THE UNDERSIGNED PROPRIETOR HEREBY ABSOLVES AND AGREES TO INDEMNIFY THE CITY OF ROELAND PARK, KANSAS, FROM ANY EXPENSE INCIDENT TO THE RELOCATION OF ANY EXISTING UTILITY INSTALLATIONS WITHIN THE PRIOR EASEMENT.

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED LAND HEREBY CONSENTS AND AGREES THAT THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS, SHALL HAVE THE POWER TO RELEASE SUCH LAND PROPOSED TO BE DEDICATED FOR PUBLIC WAYS AND THOROUGHFARES, OR PART THEREOF, FOR PUBLIC USE, FROM THE LIEN AND EFFECT OF ANY SPECIAL ASSESSMENTS, AND THAT THE AMOUNT OF UNPAID SPECIAL ASSESSMENTS ON SUCH LAND DEDICATED, SHALL BECOME AND REMAIN A LIEN ON THE REMAINDER OF THIS LAND FRONTING OR ABUTTING ON SUCH DEDICATED PUBLIC WAY OR THOROUGHFARE.

THE FORMER RIGHT-OF-WAY OF ROE BOULEVARD HAS HEREBY BEEN VACATED BY WAY OF THIS PLAT. THE LIMITS OF DIRECT ACCESS DEFINED IN BOOK 390, PAGE 409 AND BOOK 3287, PAGE 797 (AS FILED WITH THE JOHNSON COUNTY, KANSAS RECORDER OF DEEDS) HAVE ALSO HEREBY BEEN VACATED BY WAY OF THIS PLAT.

<u>APPROVALS</u>

) BY THE PLANI HNSON COUNTY,		SION OF	THE CITY O	F ROEL
	_ DAY OF			, 2022	
CHAIRMAN	, DARREN NIELS	EN			
) BY THE GOVER HNSON COUNTY,		OF THE (CITY OF RO	ELAND
	_ DAY OF			, 2022	
MAYOR M	IIKE KELLY				
WATON, W	IIIL KLLLI				
ATTEST:	CITY CLERK, KI	ELLEY NIELSE	EN		



LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD, STE. 100 (402)496.2498

FORT COLLINS, COLORADC
4715 INNOVATION DR., STE. 100 (970)226.0342

KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816)361.0440

KELLAN M. GREGORY, KS PLS #1577

LAMP RYNEARSON, KS CLS #350

FINAL

THE ROCKS ROELAND PARK, JOHNSON COL

AVAILABLE TO THE ENGING THERE IS NO GUARANTE FACILITIES ARE SHOWN THE LOCATION, DEPTH, SIZE OF EACH FACILITY CORRECT. THE CONTRA RESPONSIBLE FOR LOCA ALL UTILITIES AND SERVLINES PRIOR TO CONSTITUTE OF THE CONTRA RESPONSIBLE FOR LOCA ALL UTILITIES AND SERVLINES PRIOR TO CONSTITUTE OF THE CONTRACT OF TH

REVISIONS

DESIGNER / DRAFTER

KMG / RER

DATE

10/21/2022

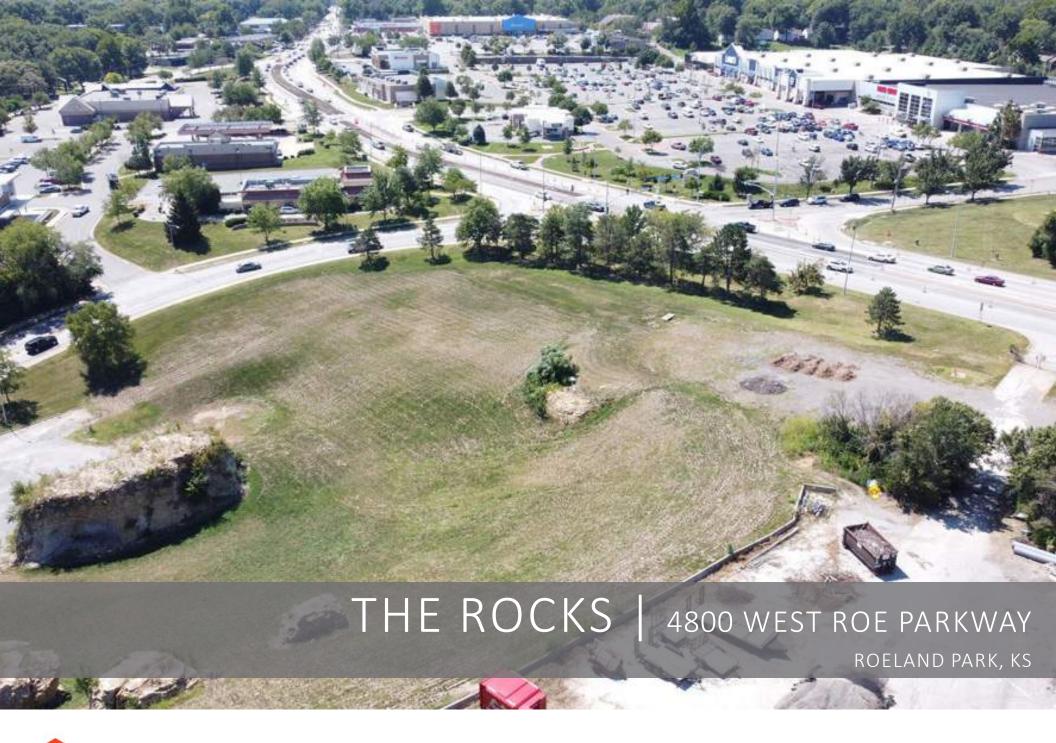
PROJECT NUMBER

0322001.06

BOOK AND PAGE

SHEET

1 OF 1



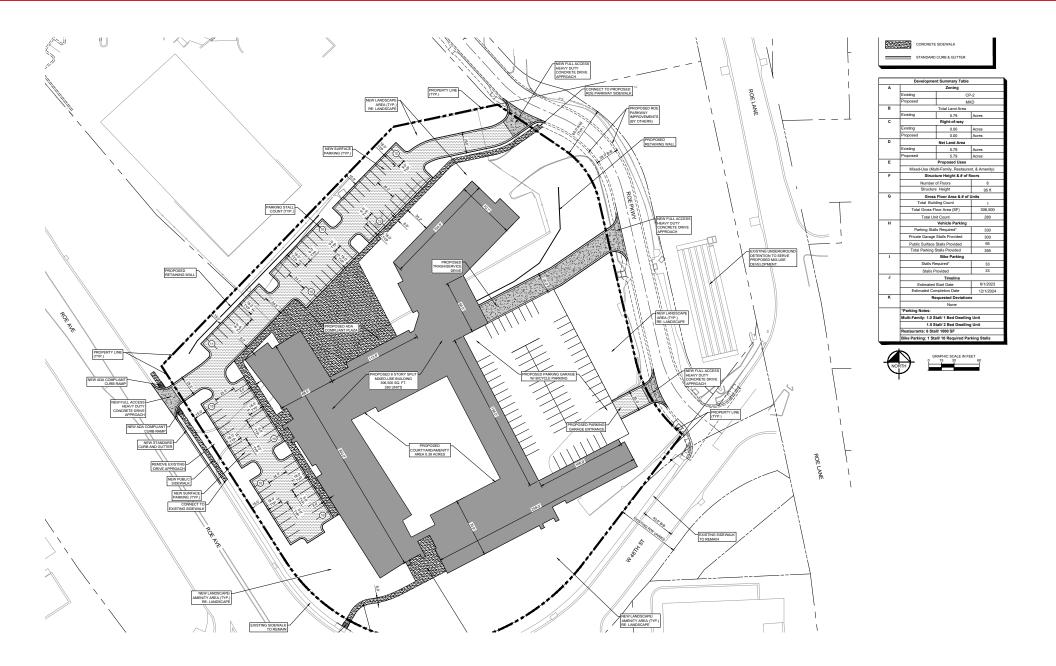


Existing Site



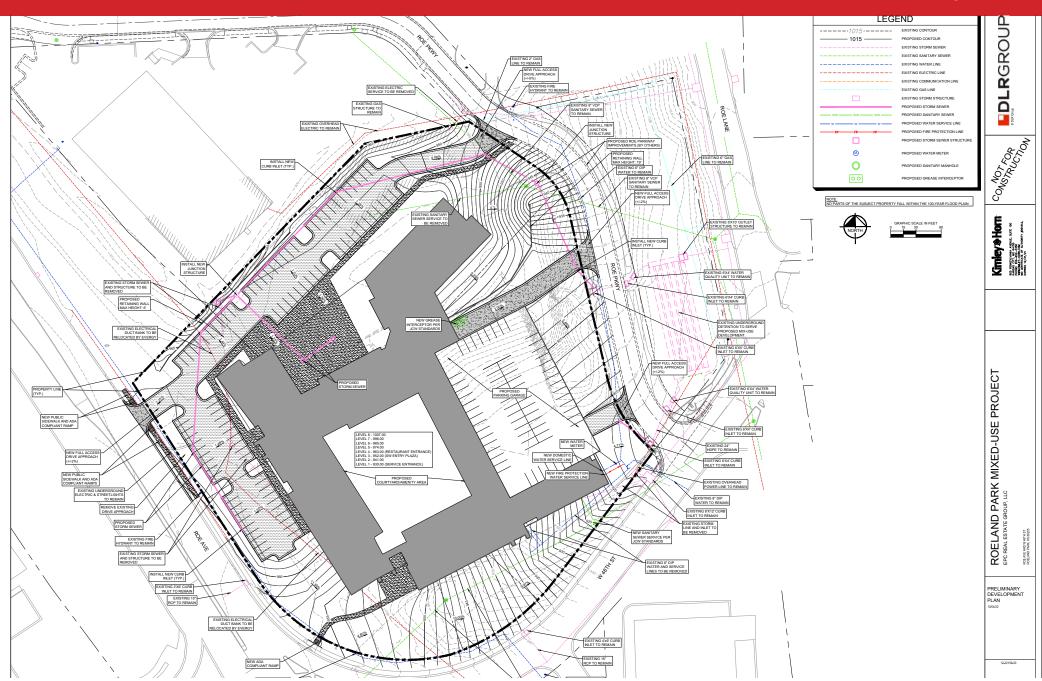


Site Plan

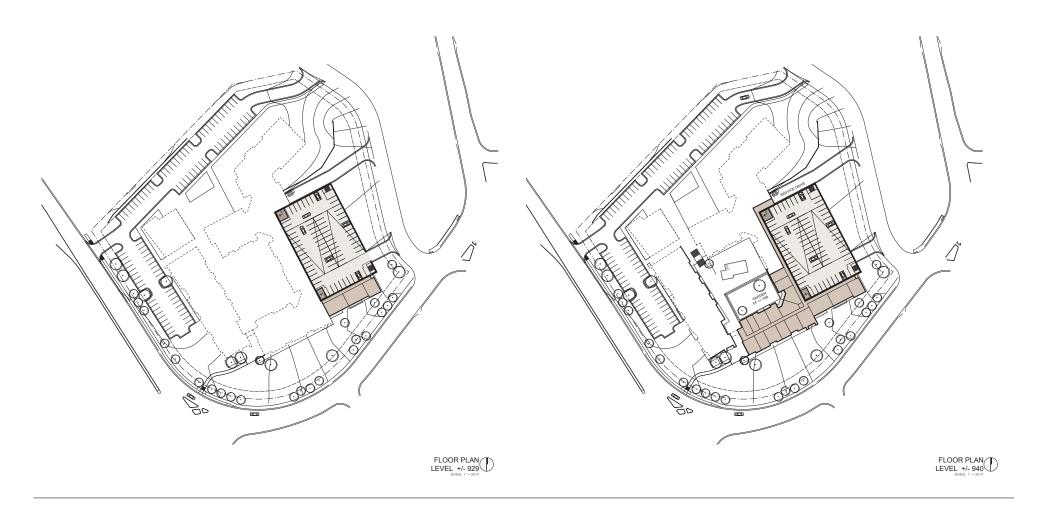




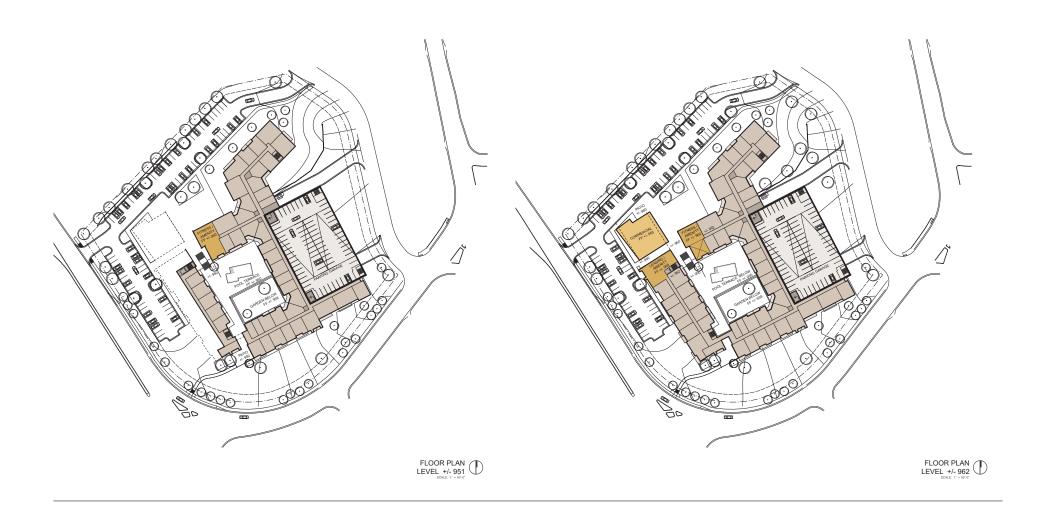
Grading Plan



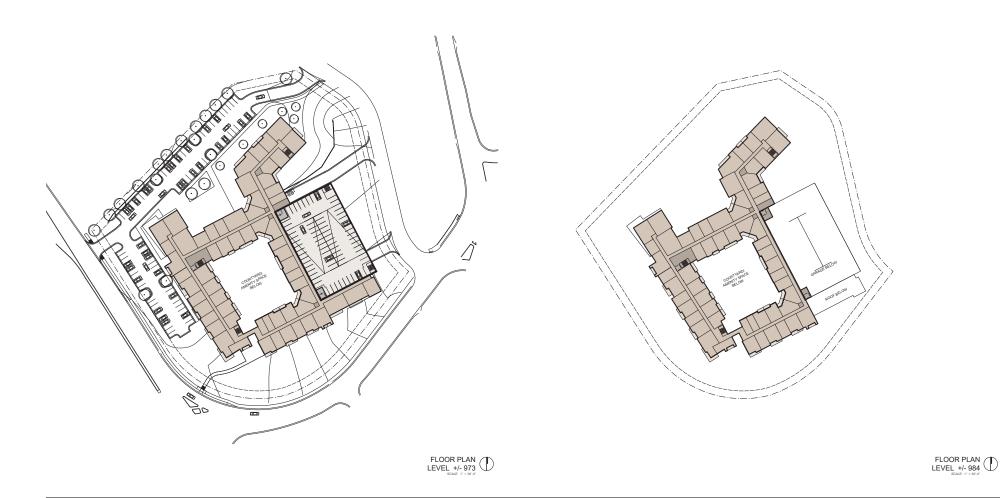






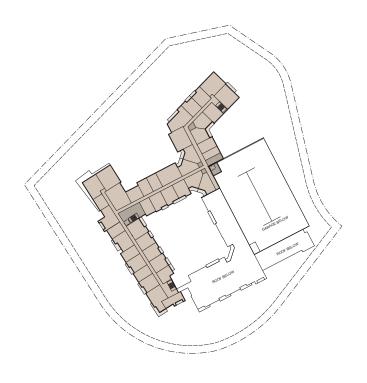


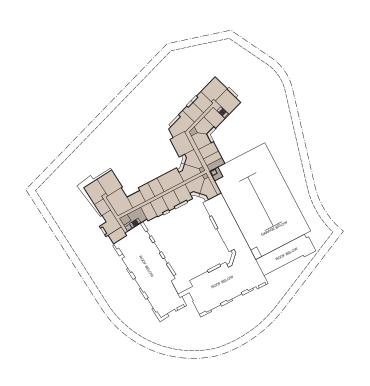






Level 6-7 (3&4 Above Grade)





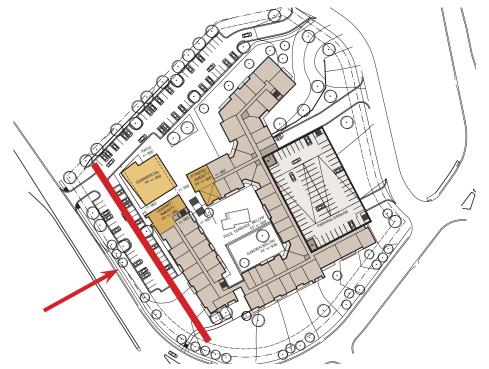
FLOOR PLAN LEVEL +/- 995 SCALE: 1" = 50'-0" FLOOR PLAN LEVEL +/- 1006 SCALE: 1' = 50'-0'



West Elevation









South Elevation



SOUTH ELEVATION





North West Corner



VIEW OF COMMERCIAL SPACE FROM NORTHWEST VEHICULAR ACCESS



South West Corner



VIEW OF CORNER FROM ROE BLVD & 48TH STREET



Fee:	ų.
Rec'd By	
Date Paid	

APPLICATION FOR DEVELOPMENT PLAN APPROVAL City of Roeland Park Kansas

City of Roeland Park, Kansas PLEASE PRINT

Case No.:	٦
Planning Commission	ı
Date 11-15-22	ı
	1

Reque	sted Action:			<u>Fee</u>	
×	Preliminary Development Plan		\$4	00.00	
	Revised Preliminary Developmen	nt Plan	\$4	00.00	
	Final Development Plan		·	50.00	
	Revised Final Development Plan		•	50.00	
×	Landscaping Plan		_	25.00	
	Site Plan (non-residential develop	ment in residentia	•	50.00	
			, .		
Name o	f Development: ROELAND PAR	K MIXED-USE			
Location	GENERALLY LOCATED AT I	NE CORNER OF	ROE AVE & W.	48TH STREET	
	Range 25E Township 12S	Section: 4	Quadra		-
Existing	Zoning: CP-2		Present use of P	roperty:ROFLAND PARK	PUBLIC WORKS DEPT
				TOPE CY. TOPE PARTY TANK	TODLIC WORKS DEFT
•	rty subject to rezoning? Yes to EPC REAL ESTATE GROUP	No	Is Property subje	ect to Special Use Permit?	Yes No
Address	8001 METCALF AVE, SUITE	#300		Phone: 913-558-1014	
	ERLAND PARK	State:	KS	Zip: 66204	
,			110	_ Διρ. σσεστ	-
Property	Owner: CITY OF ROELAND F	PARK			
	4600 W. 51ST STREET	74114		Phone: 913-722-2600	
			VO.		
City: NO	ELAND PARK	State:_	KS	_ Zip:_66205	6.
Engineer	Surveyor/Architect: DLR GROU	Р			
Address:	7290 W. 133RD STREET			Phone: 913-897-7811	
City: OVI	ERLAND PARK	State:	KS	Zip: 66213	
		Δ			e de la companya de
Applicant	signature			Date 10 3 11	
				Date	
	mpleted by the City: Fee Paid	\$ 575.0	Date 10 -4-	Received by:	.C.
Proof of o	wnership and/or authorization of ager	it affidavit(s) submiti	ted. Date: 10-4 -	u ·	
Rezoning	g Case No Specia	ul Use Permit No.		☐ Previous Plan Approval:	
City Eng	ineer review and comment submitted	}		Birerious Harryppioral.	Λ
Technical s	tudies required? Yes ONo If yes,	what type and whe	n submitted? 140	Gic, Moinge, GHOREN	Niel
Assurance: Supporting	s of adequate public facilities received materials required:			0 / 0 1	
	ration deemed complete:ID-7-22		_ Date Submitted:		
Surroundir	g property owners notified: 10-18		Date of publication:	10-18-27 Sign Poste	od 10-18-22
	es sent: 16-18-22		Public Hearing date	11-15-22	
	ommission recommendation: til Action:			Date:	
,				Date:	

PRELIMINA	KI DEVELOPMENI PLA	NS CHECKLIST [CODE 16-323]	Date Submitted
Name of Proje	ect_ROELAND PARK MIXE	D-USE	Case #
Description/T	ype of Project: NEW MIXED-	USE BUILDING WITH 280 RESIDENT	TIAL UNITS & 5K SF RESTAURANT
completed app	IAN CRAWFORD plication contains the informat n of incomplete or inaccurate in	, (Contact Person's Name - Prin tion as specified in accordance with the R nformation may result in a delay in proces	nted), hereby certify the attached and coeland Park City Code. I understand sing and action on this application.
In	(mps)	10/03/22	
Signature of C	ontact Person	Date	
THOSE DRAV	uraged to work closely with t VINGS necessary to provide i	d complexity may require additional information of the Staff in advance of your actual application of the staff in advance of your actual application required by this checklist. Subsequently, appropriate the process. Please check appropriate the staff of the staff	ation submittal. Please submit ONLY
XI N/I		,	
i. 2. Xi □ N/i	Application form Eight copies of the prelimina GENERAL INFORMATION a. North arrow:	ary site development plan that must includ	le the following information:
571 □ \$ <i>1/</i> 1	b. Scale; c. Date of plan prepai d. Name and address SITE DEVELOPMENT		
XI 🗆 N/I	 a. Location and dimer b. Location and dimer c. Location and dimen d. Location and dimen 	nsion of buildings and other structures; nsions of parking areas; nsions of drives and walks; nsion of public streets and all easements;	
	f. Proposed drainage	character of proposed landscaping and sc patterns. ent (property within 200 feet) including lo	o -
	points and parking a	areas; with contours at 5-foot intervals, and deli	
	i. Location and size of water sewers and ir	fany drainage structures, such as culverts, nlets;	
	exterior construction	drawings of elevations and floor plans depi on materials of the buildings.	cting the general style, size and
XI 🗆 N/I	b. Parking Schedule sh	ON total floor area and land area; nowing the number of space provided and red for proposed buildings;	d required for all existing buildings,
2	c. Name and address of involved in the preparation	of architect, landscape architect, planner, e aration of the plan.	engineer, surveyor, or other person
3. X □ N/I	All required studies pursuant TECHNICAL STUDIES a. Traffic Study; (INCLUDIES) b. Parking Study; (INCLUDIES) c. Lighting Study; (INCLUDIES) d. Drainage Study; (INCLUDIES) e. Geo-technical Study; f. Other (specify)	UDED) JDED AS PART OF TRAFFIC MEMO) UDED) LUDED)	
4. 5.	Assurances of adequate public	c facilities as required by section 16-305. rship and/or authorization of agent as requ	ired by section 16-302.

2 4) 11	
Fee:	
Rec'd By	
Date Paid	

APPLICATION FOR REZONING City of Roeland Park, Kansas PLEASE PRINT

Case No.:	
Planning Cor	mmission
Date	

Applicant/Agent's Name(s) EPC REAL ESTATE G	ROUP Phone:	913-558-1014	_
Mailing Address 8001 METCALF AVE, SUITE #300	OVERLAND PARK	KS	66204
Street	City	State	Zip
Property Owner's Name(s) CITY OF ROELAND	PARK Phone: _	913-722-2600	
Mailing Address 4600 W. 51ST STREET ROE	LAND PARK	KS	66205
Street	City	State	Zip
Requested Rezoning From: CP-2 Present Zoning Distric	to	MXD Proposed Zoning District	
Location of property GENERALLY LOCATED AT NE (т
Subdivision: N/A Lot: N/A ^N	A Block: N/A	La TT. TOTTI STILL	1
Legal description			
Reasons for requesting zoning ZONING TO MEET CRITERIA FOR Applicant signature Note: For rezoning procedure, see application form for D	Date		
To Be Filled in by the City: Fee Paid \$	Date	Received by:	
Proof of ownership and/or authorization of agent affidavit(s) submitted. Date:	•	
Technical studies required? Yes I No If yes, what type	and when submitted?		
Assurances of adequate public facilities received. \square Yes \square	No If yes, date received		
Date application deemed complete:			
Surrounding property owners notified:	Date of publi	cation:	Sign Posted
Date notices sent:	Public Hearin	g date:	
Planning Commission recommendation:		Date:	
City Council Action: Date:	Ordinance #		on Date:

REZONING CHECKLIST [CODE 16-317]

Name of Project_ROELAND PARK MIXED-USE	Case #
Description/Type of Project: NEW MIXED-USE BUILDIN	IG WITH 280 RESIDENTIAL UNITS & 5K SF RESTAURANT
	Person's Name - Printed), hereby certify the attached and
	d in accordance with the Roeland Park City Code, I understand y result in a delay in processing and action on this application.
En Cx	10/03/22
Signature of Contact Person	Date

Date Submitted

NOTE: Some plans, because of their scale and complexity may require additional information not indicated on this checklist. You are encouraged to work closely with the Staff in advance of your actual application submittal. Please submit ONLY THOSE DRAWINGS necessary to provide information required by this checklist. Submission of construction drawing's or other nonessential drawings may delay the review process. Please check appropriate boxes (I = Included or N/I = Not Included) as the form is completed.

The following items shall be submitted in support of any application for rezoning:

XI N/I

- 1. Legal description of the property;
- 2. A statement of the reasons why rezoning is being requested;
- 3. The written comments of the Redevelopment Committee on the concept plan, if applicable pursuant to section 16-322;
- 4. A preliminary development plan, except for rezonings to a Single-Family Residence District and Duplex Residence District;
- 5. All studies as may reasonably be required pursuant to section 16-304;
- 6. Assurances of adequate public facilities as required by section 16-305.

PROOF OF OWNERSHIP AFFIDAVIT

[FILL IN ONLY IF APPLICATION SUBMITTED ON BEHALF OF THE LEGAL OWNER]
That
(Name of owner signing Affidavit; if owner is a corporation or business, name of individual signing Affidavit, capacity and exact name and legal status of said corporation or business) is/are the legal owner/authorized official of the legal owner of the property that is the subject of Rezoning No/Special Use Permit No/(Other) (ALL OWNERS OF RECORD MUST FILE AN AFFIDAVIT).
[FILL IN ONLY IF APPLICATION SUBMITTED ON BEHALF OF A CONTRACT PURCHASER]
That
Signature
nd sworn to before me this 3vd day of 0000. Notary Public.
nd sworn

2 × - C V....



MEMORANDUM

To: Austin Bradley

EPC Real Estate Group

From: Jeff Wilke, PE, PTOE

Kimley-Horn and Associates, Inc.

Date: September 30, 2022

Subject: Roe Boulevard Mixed Use Traffic Assessment

Roeland Park, Kansas

INTRODUCTION

Kimley-Horn has prepared the following traffic assessment for the proposed Roe Avenue Mixed Use development located at 4800 Roe Parkway, Roeland Park, Kansas. This study includes a description of the site, discussion of site access points and circulation, trip generation estimates for the proposed land uses, and traffic count data for roadways adjacent to the site.

PROPOSED DEVELOPMENT

The proposed development includes demolishing the existing Roeland Park Public Works Department Building in the northern portion of the site. A new multi-story building with 280 dwelling units will be constructed. A 5,000 square foot restaurant will be located at ground level in the northwest corner of the building. The new building will have a courtyard in the center of the building and a parking garage along the east side. There will be surface parking on the north and west edges of the site.

Access to the site is proposed via four driveways, one on Roe Boulevard and three driveways on Roe Parkway. The Right-In/Right-Out (RIRO) access on Roe Boulevard is to be located roughly 400 feet north of 48th Street. The RIRO access on Roe Boulevard will provide access to the surface lot on the northwest side of the site which serves the restaurant, leasing office, and residential guests. The three driveways on Roe Parkway will all provide full access. The south driveway is located approximately 70 feet north of 48th Street and will provide access to the parking garage. The middle driveway will be a trash and service driveway, located approximately 330 feet north of 48th Street. The north driveway will connect to the surface parking lot on the north side of the site and is located approximately 460 feet north of 48th Street.

The limited access driveway at Roe Boulevard will affect how drivers access the site. Most site traffic is expected to be traveling to/from I-35. Because of the RIRO access restriction at Roe Boulevard and the location of the parking garage access, the majority of site traffic is anticipated to access the development via Roe Parkway. Northbound traffic on Roe Boulevard may enter the site at the RIRO driveway if they are destined for the restaurant or surface parking. When exiting the site, drivers may use the RIRO access to travel north on Roe Boulevard to I-35. Traffic exiting the site to travel south on Roe Boulevard will follow Roe Parkway to 48th Street.

The parking garage driveway is in close proximity to the Roe Parkway & 48th Street intersection. If southbound left-turn drivers experience delays at the intersection, queues could develop. Queues of three vehicles would block the parking garage driveway. For this reason, a southbound right-turn lane is



recommended on Roe Parkway at the intersection with 48th Street. The right-turn lane will allow southbound right-turn drivers to bypass any southbound left-turn vehicles that are queued at the intersection.

TRIP GENERATION

Trip generation estimates were prepared for the proposed land use and the proposed land uses using *Trip Generation Manual*, 11th Edition published by the Institute of Transportation Engineers (ITE). The trip generation for the proposed land use is shown in **Table 1**. An internal capture reduction was calculated using the *Trip Generation Handbook*, 3rd Edition methodology due of the mixed use nature of the proposed development. Internal capture for this site would consist of residents and visitors at the apartments who are customers at the restaurant.

Y and Has Decoded an	ITE Intensity / Units	Dadles	AM Peak Hour			PM Peak Hour			
Land Use Description			Daily	In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise)	221	280 DU	1,289	26	86	112	67	43	110
High Turnover (Sit Down) Restaurant	932	5,000 SF	536	26	22	48	27	18	45
Total Trip Generation		1,825	52	108	160	94	61	155	
Internal Capture Reduction		-150	-6	-6	-12	-7	-7	-14	
Net Trip Generation		1,675	46	102	148	87	54	141	

TABLE 1: PROPOSED TRIP GENERATION

The internal capture reduction results in a reduction of 8.2% daily trips, 7.5% AM peak hour trips, and 9.0% PM peak hour trips. The proposed development plan is anticipated to generate 1,675 net daily trips, 148 AM peak hour trips, and 141 PM peak hour trips.

TRAFFIC COUNTS

Traffic count data was provided by the City of Roeland Park. **Table 2** provides daily traffic volumes for the various roadways near the proposed site. There has not been significant development in the area in the last six years, it is anticipated that the 2016 and 2017 AADTs are an adequate approximation for existing conditions.

TABLE 2. AAD13					
Roadway	Location	AADT (vpd)	Year		
Roe Boulevard	County Line to 48th Street	25,000	2017		
Roe Boulevard	48th Street to 55th Street	18,350	2017		
48th Street	Roe Boulevard to Roe Lane	10,300	2016		
Roe Lane	Roe Boulevard to County Line	4,100	2016		

TABLE 2: AADTS



TO: Jeff Shoemaker – Pyramid Contractors, Inc.

FROM: Steven M. Levorson, Ph.D., P.E. - Senior Principal

Kole C. Berg, P.E. - Senior Associate Ka

SUBJECT: Roeland Park Mine Reclamation

DATE: March 31, 2017

15152 15152 1NSAS

1.0 DESCRIPTION

This Geotechnical Memorandum presents our summary of the backfill placement and compaction operations completed to date for the Roeland Park Mine Reclamation project.

This Design Memorandum is based on:

- Terracon's understanding of the planned construction
- Plans and cross sections provided by the City
- Subsurface exploration and laboratory test results performed by others for the City

2.0 PROPOSED CONSTRUCTION

The project consists of removing the overburden soils and existing mine ceiling, stockpiling materials to be used in the mine reclamation, and backfilling the mined area to the grades shown in the City's proposed redevelopment grading plan. The grading plan provides for a permanent slope down from the north to the base of the mine on the south at an approximately 3:1 (H:V) slope. The reclaimed mine/permanent slope will be redeveloped by the City of Roeland Park for a proposed zip line park.

A large block retaining wall is planned to be constructed along the eastern boundary of the mine footprint to retain fill for future building pads between the eastern boundary of the mine and Roe Avenue. The planned retaining wall and fills for the future building pad sites have not yet been built and are not addressed in this memorandum.

The contractor's mine reclamation plan consisted of:

- Stripping and removing all existing vegetation within and above the mine.
- Stripping and stockpiling all overburden soils within the mine footprint along the eastern boundary of the site for use in final grading and slope dressing.
- Excavating and breaking the limestone mine roof using hydraulic rock breakers to approximately 2 foot, maximum sized, rock fragments, and stockpiling the broken limestone within the mine footprint. Existing limestone pillars within the mine footprint were to be left in place.

Terracon Consultants, Inc. 13910 West 96th Terrace, Lenexa, KS 66215 P [913] 492-7777 F [913] 492-7443 terracon.com

Roeland Park Mine Reclamation Roeland Park, KS March 31, 2017 Terracon Project No. 02165402



- Excavating to the mine floor elevation and removing the existing, unsuitable fill materials that had been previously placed in the mine. Unsuitable fill materials encountered during excavation were to be removed from the site.
- Demolishing and removing all existing, previous structures within the mine.
- Backfilling the mine footprint with sound, durable, limestone rock fill in lifts, staging the backfilling operations in cells.

3.0 MINE BACKFILL AND CONSTRUCTION OBSERVATION

3.1 Backfill Material Specification

Based on our conversations with the contractor and our observations during construction, all overburden soils and any weathered shale materials that were encountered above the limestone mine roof were to be stockpiled for future use outside of the footprint of the mine reclamation backfill. The on-site backfill materials that were used to backfill the mine footprint consisted primarily of durable, moderately hard to hard limestone rock fragments with less than 20% clay soils.

The specification used for rock fill placement was based on the KDOT Standard Specifications for State Road and Bridge Construction, Section 205 (Excavation and Embankment for Highways) and guidance in USACE design manuals for rock fill dam construction. This specification was judged to be suitable for the materials planned for use as mine backfill and the intended purpose of providing a permanent, stable slope within the mine footprint.

Rock fill, for purposes of this project, was defined as sound, durable rock (limestone) fragments, compacted to produce interparticle contact within the rock fragment matrix, with no intervening layers of soil or non-durable shale. Rock fill was to be placed the full width of the mine excavation to avoid pockets of undrained rock fragments within the fill. The maximum particle size (D100) of rock fill was to be 2 feet. No more than 20% of the material shall be finer than 3/4 inch (D20).

Rock fill was placed in loose lifts, approximately 2 feet in thickness. Rock fill materials were typically dumped on the surface of the layer being placed and spread with a large crawler bulldozer by pushing the material over the advancing face of the lift. This dumping and spreading procedure created segregation within the lift, with the larger rock fragments in the bottom of the lift and smaller rock and fines at the surface. Segregation of the fill during placement was visually evaluated to assess that it was not excessive and that there were no large voids that would allow migration of fines. This method assists in maintaining the required lift thickness as the dozer operator maintains a level surface during spreading. It also promotes strong particle to particle contact of the larger rock fragments, increasing fill stiffness and frictional strength.

Compaction of the rock fill was accomplished by multiple passes of the dozer and other construction traffic until the lift exhibited no further consolidation and the fragments in the lift exhibited strong interparticle contact.

Roeland Park Mine Reclamation Roeland Park, KS March 31, 2017 Terracon Project No. 02165402



3.2 Backfill Zoning

The contractor prepared a backfill zoning plan to guide backfill placement prior to commencement of backfill operations. The intent of the zoning plan was to provide horizontal layer continuity of the various, available soil and rock materials and mixtures and to avoid random zones of fill with significant differences in compressibility. The zoning plan consisted of excavating and backfilling the mine in a sequence of cells defined by the existing mine pillars that remained in place.

3.3 Observation and Testing

All foundation preparation, removal of unsuitable existing fill materials, fill placement, and compaction was observed full-time by the Engineer's representative. Oversized material from the stockpiles was identified and further broken down prior to placement within the fill. Discrepancies with the planned placement specification and zoning plan were brought to the attention of the contractor's representative and rectified as they occurred.

Based on our observations during construction, the rock fill placed within the limits of the mine has been constructed in accordance with our recommendations and any outstanding discrepancies have been resolved.

3.4 Post-Construction Settlement Monitoring

Following completion of backfill operations, at least three survey monuments should be installed across the deeper fill sections. The monuments should be at least 1.5 feet by 1.5 feet in plan view, placed at a depth of at least 2 feet below grade and extending at least 4 inches above grade. A bolt or similar object should be cast into the top of concrete to use as the measuring point. Elevations of the survey monuments should be obtained at least weekly for a period of 2 months and submitted to the Engineer for review.

4.0 LIMITATIONS

Recommendations contained in this memorandum are applicable only for the portions of the project as described in this report. The enclosed recommendations are based upon the basis of design as presented in Sections 1.0 and 2.0, and on Terracon Consultants, Inc. present knowledge of the proposed construction.

If the scope of the proposed construction or the intended use of the project changes from that described in this report, Terracon should be consulted to review and update the enclosed recommendations and conclusions.

This report may be used only by Pyramid Contractors, Inc. and only for the purposes stated, within a reasonable time from its issuance, but in no event later than the contractual project completion date. Land or facility use, on and off-site conditions, regulations, or other factors may change over time, which would require additional work with the passage of time. Any party other than the client who wishes to use this report shall notify Terracon of such intended use. Based on the

Roeland Park Mine Reclamation Roeland Park, KS March 31, 2017 Terracon Project No. 02165402



intended use of the report, Terracon may require that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements, or use by an unauthorized party, will release Terracon from liability associated with such unauthorized use.

DRAINAGE MEMORANDUM

October 4th, 2022

SUBJECT:

Roeland Park Mixed-Use 4800 Roe Parkway Roeland Park, KS 66205 Johnson County, KS

Kansas Uniform Parcel #: 0460620401006002000

PROJECT AREA:

5.79 Acres

INTRODUCTION:

This drainage memorandum (memo) provides a summary of the existing and proposed conditions, related to the development of the site located at 4800 Roe Parkway in Roeland Park, Kansas. The project is anticipated to include multi-family units, a restaurant, a structured parking garage, as well as surface parking. Additionally, it will include sew private access drives, storm sewer, erosion control, sanitary sewer, and waterline. The site will be served by an underground detention facility which was constructed by the city to account for future development of this site. The detention facility is located to the east of Roe Parkway. The overall project site is approximately 5.79 acres, and the project limits (disturbed area) will be approximately the same.

EXISTING CONDITIONS:

The site is located on the northeast corner of Roe Avenue and West 48th Street. The existing drainage areas can be found in the calculations section below. The site generally drains northwest to southeast, collecting at a low point in the southeast corner of the site and then entering an existing storm sewer system through curb inlets found along Roe Parkway. The storm sewer system connects to the existing underground detention that was designed to serve future development, as well as, a portion of the existing development directly north of the site along 18th Street Expressway. The underground detention consists of 6 rows of 60inch perforated HDPE pipe placed on a suitable foundation and surrounded by clean stone wrapped in a geotextile fabric. The water is detained within the perforated pipes and allowed to slowly release into the surrounding fill. It is then routed through the system's underdrains to a flow control structure, which ensures peak flows during the 2-,10-, and 100-year storms in the post-development condition will be at or below the peak flows in the pre-development condition. Prior to entering the underground detention system, the drainage is filtered through a debris-separating baffle box. The baffle box promotes water quality by routing a treatment flow (typically the first-flush volume) through a non-clogging screen and hydrodynamic separator to capture sediments and other pollutants. The sediment and other undesirable materials are filtered out of the runoff and removed during regular maintenance.

PROPOSED CONDITIONS:

The proposed development and associated site improvements will maintain the existing drainage patterns. Runoff will generally drain from west to east across the site. The water will be routed through new catch basins and private storm sewer system toward the existing storm inlets along Roe Parkway and into the existing detention facility. The volume and intensity of flow of the runoff from the proposed mixed-use development is adequately detained and released by the existing underground detention system. This is achieved by keeping the impervious area in the "actual" proposed development at or below the impervious area the underground detention facility was designed to treat from the "expected" proposed development. The runoff coefficient for the actual proposed development is 0.64, while the runoff coefficient for the detention facility was designed for is 0.78. Furthermore, the underground detention facility design accounts for water quality treatment by providing upstream baffle boxes and infiltration. Thus, additional water quality treatment measures are not necessary and are not provided as part of our design. The proposed area breakdowns for the proposed site can be found in the calculations section below.

CALCULATIONS:

	Exis	ting	Proposed		
Parameter	Area (SF)	Area (AC)	Area (SF)	Area (AC)	
Impervious Area	48,776	1.12	62,295	1.43	
Building	9,867	0.23	82,239	1.89	
Pervious Area	193,551	4.44	107,660	2.47	
Total	252,194	5.79	252194	5.79	
Runoff Coefficient "C"	0.44		0.44 0.64		64

CLOSURE

As discussed above, the site impacts due to the proposed project are within the scope of what was planned during the design of the underground detention facility. The amount of impervious surface area for the proposed development is lower than what was expected, resulting in reduced stormwater peak flow rates and volume that were expected to be exiting the site. The existing storm sewer and adjacent underground detention provide sufficient water quality treatment for the site; thus, no additional water quality treatment measures are provided as part of the proposed design. Because impervious surface area is not increasing compared to expected development, and drainage patterns as a whole remain unchanged, no additional stormwater management facilities or improvements are being proposed.

KIMLEY-HORN AND ASSOCIATES, INC.

Matthew Kist, P.E.

LEGAL DESCRIPTION:

PER FIRST AMERICAN TITLE INSURANCE COMPANY, LLC. COMMITMENT NUMBER: NCS-1107019-OMHA EFFECTIVE DATE: JANUARY 04, 2022, AT 8:00 A.M.

TRACT 1:

ALL THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 12, RANGE 25, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4, THENCE NORTH 18° 09' 30" WEST ALONG THE KANSAS HIGHWAY RIGHT-OF-WAY, A DISTANCE OF 155.52 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN TO BE DESCRIBED; THENCE NORTH 18° 09' 30" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 135.48 FEET; THENCE NORTH 43° 15' 30" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 330 FEET; THENCE NORTH 46° 42' 10" EAST, A DISTANCE OF 269.38 FEET; THENCE NORTH 80° 36' EAST, A DISTANCE OF 374 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY OF ROE BOULEVARD AS SAID BOULEVARD NOW EXISTS; THENCE SOUTH 09° 28' EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 623.37 FEET; THENCE DUE WEST AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4, A DISTANCE OF 399.19 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN STREETS AND ROADS, AND EXCEPT:

A PARCEL OF GROUND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 12 SOUTH, RANGE 25 EAST, IN JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH 17° 313' 08" WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF 18TH STREET EXPRESSWAY, AS ESTABLISHED AUGUST 31, 1956, BY A DEED FOR STREET AND HIGHWAY PURPOSES, FILED IN THE JOHNSON COUNTY REGISTER OF DEEDS OFFICE IN BOOK 389, PAGES 335-342, A DISTANCE OF 155.52 FEET; THENCE SOUTH 89° 21' 39" EAST AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 208.33 FEET. TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 40° 05' 53" EAST, A DISTANCE OF 68.07 FEET; THENCE ON A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 137.05 FEET: THENCE SOUTH 54° 46' 51" EAST, A DISTANCE OF 17.73 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ROE BOULEVARD AS SAID BOULEVARD NOW EXISTS: THENCE SOUTH 08° 49' 38" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 20.66 FEET; THENCE SOUTH 53° 31' 37" WEST, A DISTANCE OF 138.20 FEET; THENCE SOUTH 40° 01' 22" WEST, A DISTANCE OF 13.83 FEET; THENCE NORTH 89° 21' 39" WEST, AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 56.18 FEET, TO THE TRUE POINT OF BEGINNING, AND EXCEPT:

A PARCEL OF GROUND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 12 SOUTH, RANGE 25 EAST, IN JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH 17° 31' 08" WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF 18TH STREET EXPRESSWAY, AS ESTABLISHED AUGUST 31, 1956, BY A DEED FOR STREET AND HIGHWAY PURPOSES, FILED IN THE JOHNSON COUNTY REGISTER OF DEEDS OFFICE IN BOOK 389, PAGES 335-342, A DISTANCE OF 155.52 FEET; THENCE SOUTH 89° 21' 39" EAST, AND PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 264.51 FEET, TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 40° 01' 22" EAST, A DISTANCE OF 13.83 FEET; THENCE NORTH 53° 31' 37" EAST, A DISTANCE OF 138.20 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ROE BOULEVARD AS SAID BOULEVARD NOW EXISTS; THENCE SOUTH 08° 49' 38" EAST ALONG SAID

RIGHT-OF-WAY, A DISTANCE OF 95.38 FEET; THENCE NORTH 89° 21' 39" WEST AND PARALLEL TO THE SOUTH LINEO F THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4, A DISTANCE OF 134.68 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS OR PUBLIC RIGHT OF WAY.

TRACT 2:

A TRACT OF LAND IN THE NORTH ONE-HALF (N 1/2) OF THE NORTH ONE-HALF (N 1/2) OF SECTION 4, TOWNSHIP 12 SOUTH (T12S), RANGE 25 EAST (R25E), CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS, MORE PARTICULARY DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 4, TOWNSHIP 12 SOUTH (T12S), RANGE 25 EAST (R25E), CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS; THENCE NORTH 18 DEGREES 09 MINUTES 30 SECONDS WEST ON THE EASTERLY RIGHT-OF-WAY-LINE OF THE 18TH STREET EXPRESSWAY, AS NOW ESTABLISHED, 36.86 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 18 DEGREES 09 MINUTES 30 SECONDS WEST ON SAID RIGHT-OF-WAY LINE, 119.59 FEET TO A POINT; THENCE SOUTH 89 DEGRESS 01 MINUTES 38 SECONDS EAST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 4, TOWNSHIP 12 SOUTH (T12S) RANGE 25 EAST (R25E), 134.58 FEET TO A POINT; THENCE SOUTH 40 DEGREES 20 MINUTES 06 SECONDS WEST, 107.31 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 394.89 FEET, 40.61 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PART DEDICATED FOR PUBLIC STREET BY BOOK 4140 AT PAGE 334.

AND EXCEPT ANY OTHER PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS OF WAY.

THE ABOVE TRACTS TO BE PLATTED AS THE ROCKS, A SUBDIVISION IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS.

CONFIRMATION

The Legal Record

1701 E. Cedar St., Ste. 111 Olathe, KS 66062-1775 Phone: (913) 780-5790

Attention: John Jacobson

Mailing Address:

ATTN: KELLEY NIELSEN CITY OF ROELAND PARK 4600 W 51ST STREET

ROELAND PARK KS 66205-3500

Phone: 913-722-2600

We received the following legal notice for publication in The Legal Record. Please look over the publication dates below and the contact information above. Let us know if you have any changes.

Received By: Jayma Hetherington

Date Received: 10/14/22

Publication: Hearing - Rezoning, Preliminary Development Plan and

Platting of the "Rocks" Subdivision

Case Number:

File Number:

Publication Dates: 10/18/22

EMAIL YOUR PUBLICATION TO US AT notices@thelegalrecord.net

PAYMENT RESPONSIBILITY FOR PUBLIC NOTICES

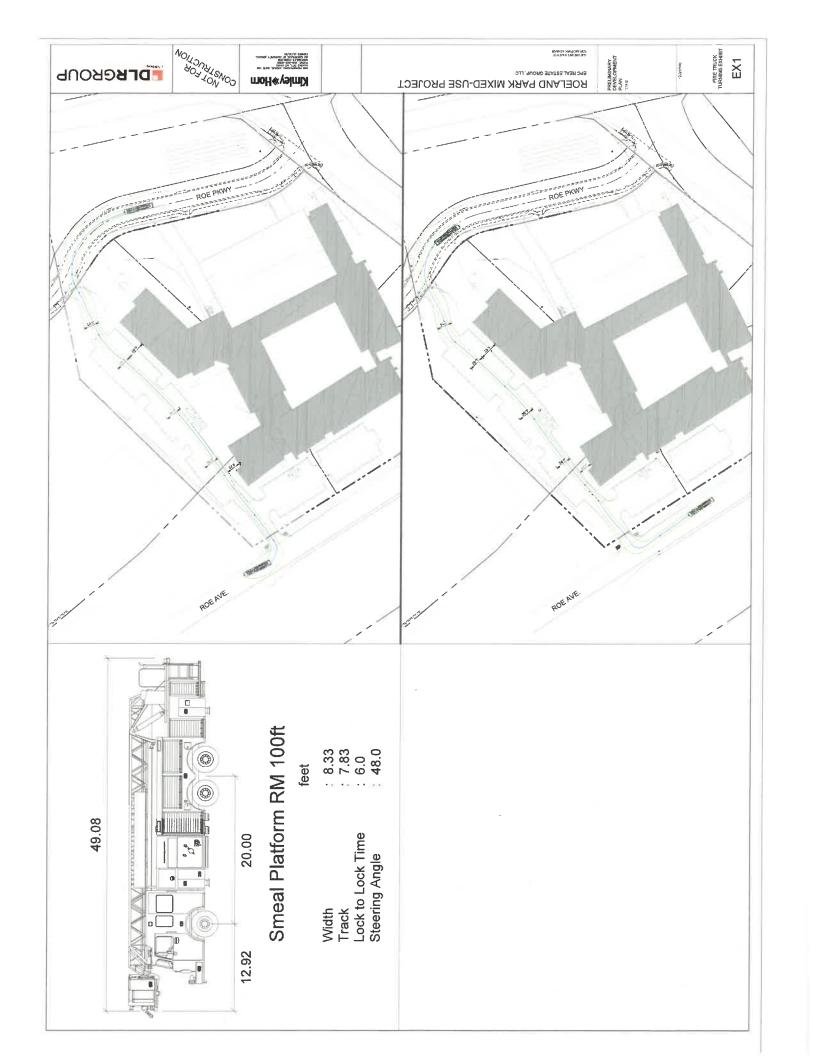
The Legal Record requires, and services are rendered strictly upon the condition, that the party submitting a public notice for publication is responsible for payment of publication charges. Where an attorney(s) or law firm submits a public notice for publication, The Legal Record requires, and services are rendered strictly upon the condition, that the attorney(s) submitting the public notice for publication is responsible for payment of publication charges.

We appreciate your business!

The Legal Record

1701 E. Cedar St., Ste. 111 Olathe, KS 66062-1775

> JOHN JACOBSON CITY OF ROELAND PARK 4600 W 51ST STREET ROELAND PARK KS 66205-3500



Kimley»Horn

October 17, 2022

Re: Property located at 4800 Roe Property. Roeland Park, KS proposed rezoning from Planned General Business District to MXD Mixed Use Development and Preliminary / Final Development Plan to allow for the constriction of building(s) and site for the purpose of operating a Multi-Family development with future commercial uses.

Dear Property Owner,

This letter is to notify you that the Roeland Park Planning Commission will hold a public hearing at 6:00 pm on November 15, 2022, at Roeland Park City Hall, 4600 W. 51st St., Roeland Park, KS to consider approval of the above referenced rezoning / Preliminary Development Plan and platting.

Attachment:

AL TA Survey and legal description for the subject property.

All interested property owners are invited to attend and be heard. More information on this application and copies of any submitted plans are available from the City or by contacting the undersigned.

Please do not hesitate to contact me if you have any questions concerning this matter.

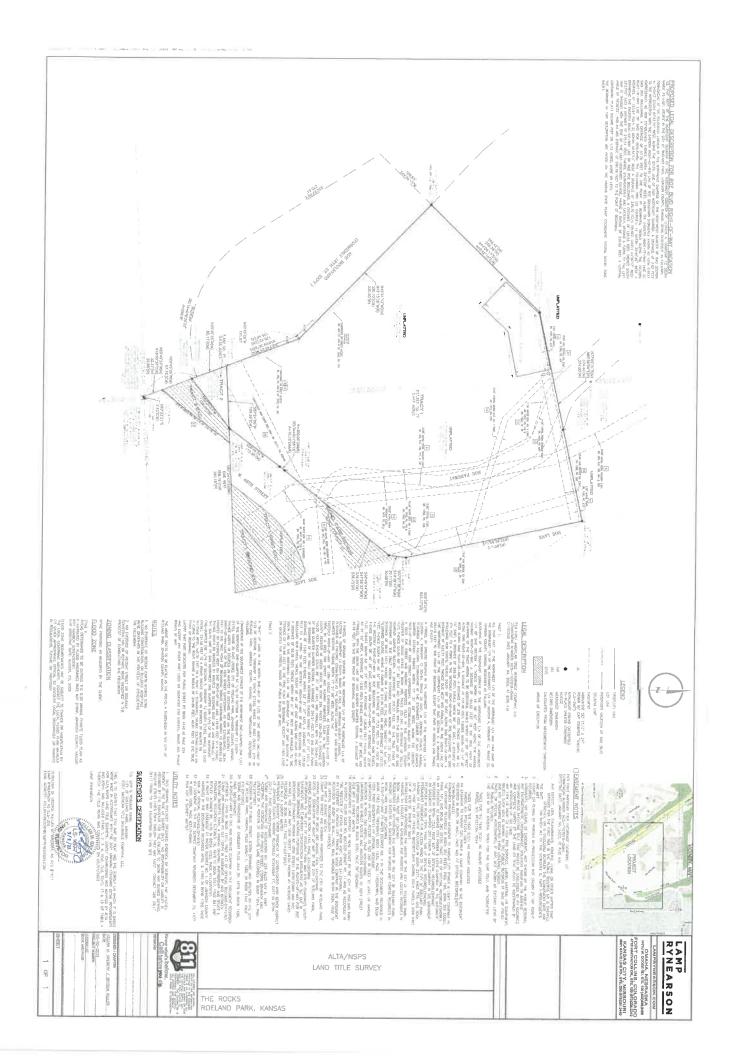
Sincerely,

Tyler Wysong, P.E.

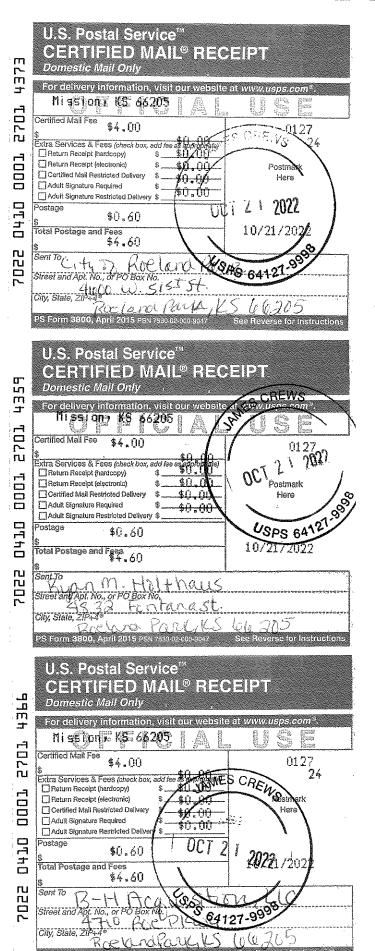
Project Manager

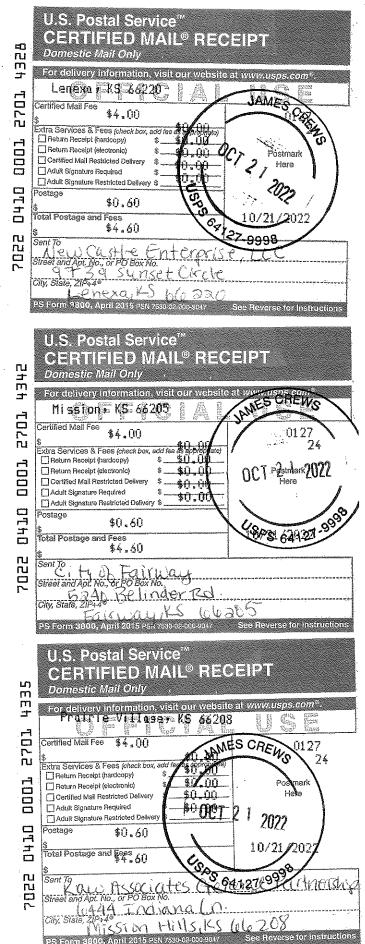
Tyler.Wysong@kimley-horn.com

O) 816-652-2334













80

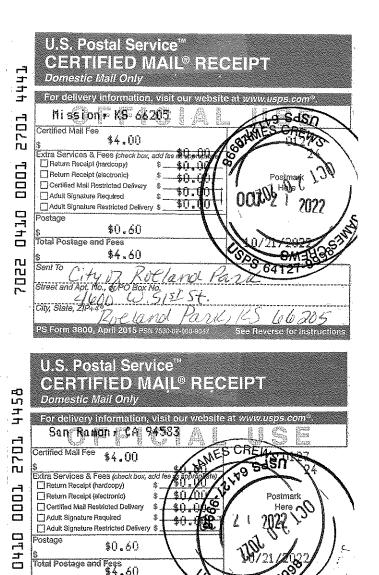
m

2701

047

LI LI

7



JL GIVU. IAPI. NO., OF POBOX NO

PS Form 3800, April 2015 PSN 7530-02-050

ш



October 14, 2022

Tyler Wysong, P.E. Kimley-Horn 805 Pennsylvania Avenue, Suite 150 Kansas City, MO 64105

RE: Roeland Park Mixed Use Roe Ave and W 48th Street Roeland Park, KS, 66205

To Whom It May Concern:

At your request, Evergy is providing this acknowledgement that the above-mentioned property is within Evergy's service territory and, consequently, Evergy will serve the project consistent with its General Rules and Regulations. This correspondence is not a guarantee of service on any specific timeline. Changes, delays, or additions to the project's design, timeline, and installation may result in delays or additional equipment necessary to ensure service upon completion of the project. Additionally, Evergy is subject to the availability of distribution equipment and any supply chain disruptions may affect Evergy's ability to provide service.

All projects must conform to Evergy's Electrical Service Standards and service is dependent upon a timely application for electrical service and supporting information. Upon submission of updated project information, Evergy will work with you to provide information regarding our timeline for provision of service.

Sincerely,

Gwen Corches

Field Design Supervisor Evergy

Gwen Corches

16215 W 108th St. Lenexa, KS, 66219

816-652-1842



October 14, 2022

Tyler Wysong, PE Kimley-Horn 805 Pennsylvania Avenue Suite 150 Kansas City, MO 64105

RE: Sanitary Sewer Availability for the Northeast Corner of 48th Street and Roe Avenue

PID PF251204-3014

Dear Tyler,

Collection of sanitary sewer flows for parcel PID PF251204-3014 located at the northeast corner of 48th Street and Roe Avenue is available. However, JCW does not treat the sanitary flows at this area. Confirmation that flows can be treated from this development by the Unified Government of Wyandotte County will need to be provided before JCW will release sanitary connection permits for this site.

Sanitary main extension(s) and/or modification of the existing system may be required to be completed prior to the issuance of sanitary connection permits. Sanitary extensions and/or modifications required to serve this site must be completed by the developer or owner of the property in accordance with Johnson County Wastewater (JCW) procedures, standards, and specifications. Plans for extensions and/or modifications are reviewed and approved by JCW before construction can proceed.

Information on the sanitary main extension and/or modification plan review and permitting process, including fees, procedures, standards, and specifications are available on the Privately-Financed Sewer Main Projects page at https://www.jocogov.org/department/wastewater/developers-engineers-contractors/privately-financed-sewer-main-development. Documents required for review shall meet JCW's Minimum Plan Requirements for Gravity Sewer Main Projects.

A JCW sewer connection permit is required prior to construction of the building sewers. Requirements for JCW commercial building permitting are available on the commercial permitting page at https://www.jocogov.org/department/wastewater/developers-engineers-contractors/commercial-permitting. For commercial building construction and all tenant finish projects, complete the JCW online Commercial Connection Permit application and provide a copy of the completed JCW online application with a complete set of project plans (including all site and building plans) to JCW's

Commercial Plan Review Group to initiate the review process. The commercial permit submittals are to be made no later than the submittal to the City for building permitting. A connection fee schedule is also available on the Commercial Permitting page.

If you have any questions, please contact me at 913-715-8542.

Sincerely,

Shannon Parks, PE New Development Compliance Engineer



11401 West 89th Street Overland Park, KS 66214 kansasgasservice.com

October 17, 2022

Mr. Tyler Wysong Kimley-Horn 805 Pennsylvania, Suite 150 Kansas City MO 64105

Re: "Will Serve" Letter – W. 48th & Roe Parkway, Roeland Park, KS

Dear Mr. Wysong,

This letter is to confirm Kansas Gas Service has gas main facilities in the vicinity of . 48th & Roe Parkway, Roeland Park, KS. The best route to get service to the site, installation of new gas main, easements, relocation of existing pipe location or size, grade changes, location of gas meters, termination of old services, or any cost associated would still need to be determined. Please consult with us prior to finalizing your plans so Kansas Gas Service can determine the best route to provide service to the project, adequate space and safe locations for all gas meters. A map of our facilities is attached for your information.

Feel free to contact me if you have any questions.

Sincerely,

Bill Ahrens

Project Manager III



WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

ONE Gas Map



tool and is not guaranteed, warranted, or represented to be to scale, complete, accurate, or depicting depth. ONE Gas disclaims any and

all liability for same. Call 811 by dialing 811 prior to and excavation.

Legend

Designer Utility Easement

Designer Abandon Service Line

- to be Removed (Contains Gas)
- to be Abandoned (Contains Gas)
- Removed (No Longer Contains Gas
- Abandoned (No Longer Contains G

Designer Service Line

- Status Not Available
- New Design Status Pending
- Proposed
- Approved
- **Under Construction**
- Operating

Designer Abandon Mains

- to be Removed (Contains Gas)
- to be Abandoned (Contains Gas)
- Removed (No Longer Contains Gas
- Abandoned (No Longer Contains G

Designer Mains

- Status Not Available
- New Design Status Pending
- Proposed
- Approved
- **Under Construction**
- Operating
- Service Point
- Regulator Station

Town Border Station

Distribution Main by Material

- Bare Steel, Unprotected
- Bare Steel, Anode Protected
- Bare Steel, Rectifier Protected
- Bare Steel, Undefined Protected
- Coated Steel, Unprotected
- Coated Steel, Anode Protected
- Coated Steel, Rectifier Protected Coated Steel, Undefined Protected
- ABS
- Cast Iron
- Copper
- PVC
- Wrought Iron

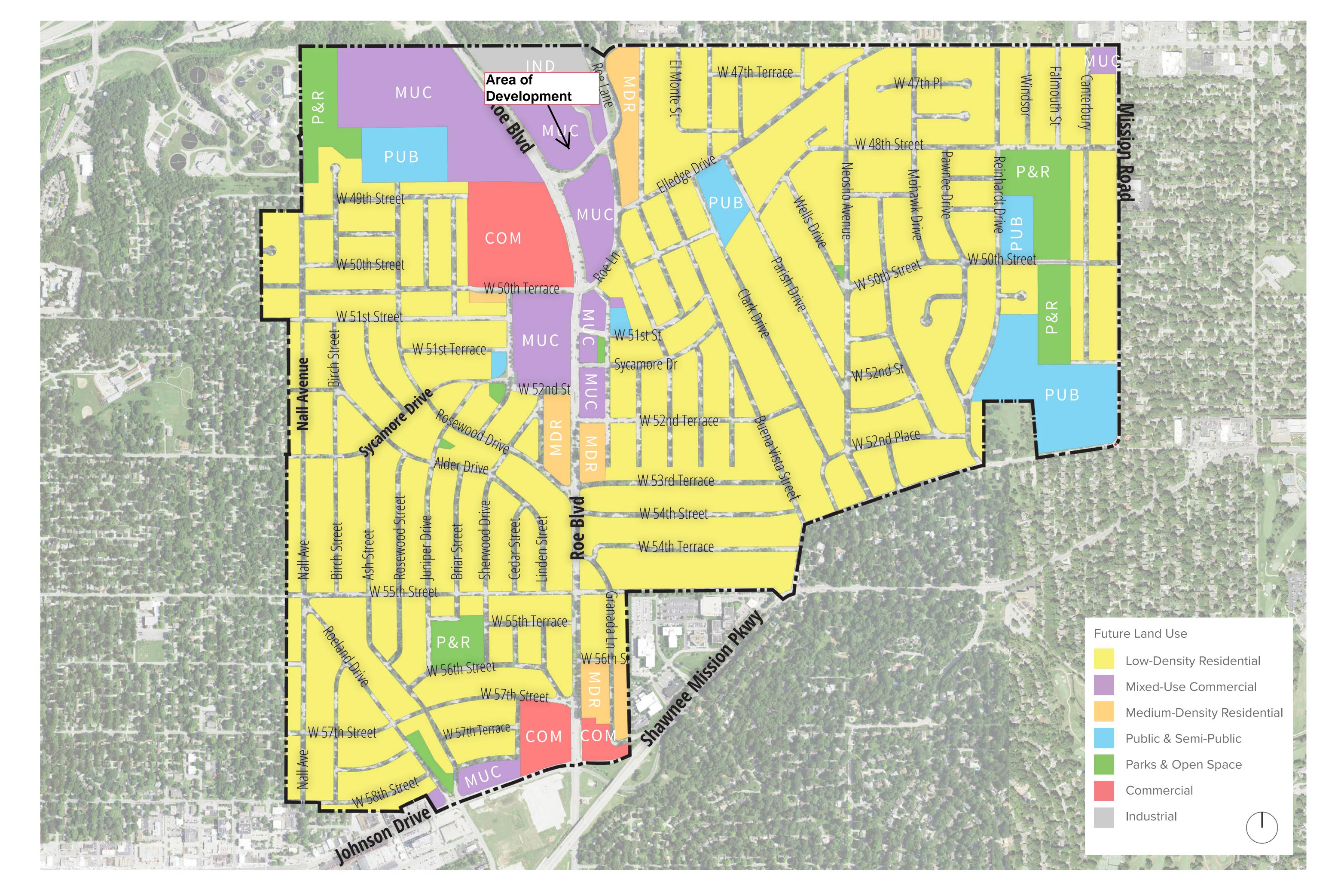
Transmission Main - Main Line

- Transmission
- HPD
- Production

Service Line by Material

- Null/Other
- Decommissioned
- Pending
- ABS
- BS
- Protected BS

- Protected CS
- CU
- DI
- EXT



City Council Adoption Date: 09-08-2020

Future Land Use Map



The Legal Record

1701 E. Cedar St., Ste. 111 Olathe, KS 66062-1775 (913) 780-5790

ATTN: KELLEY NIELSEN CITY OF ROELAND PARK 4600 W 51ST STREET ROELAND PARK KS 66205-3500

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS; Maureen Gillespie, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Clerk for The Legal Record which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Johnson County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

HEARING - PRELIMINARY DEVELOPMENT PLAN APPPLICATION AND REZONING ACTION FOR "THE ROCKS" SUBDIVISION 10/18/22

Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

October 18, 2022

Notary Public

DEBRA VALENTI Notary Public-State of Kansas My Appt. Expires Aug. 21, 2023

First published in The Legal Record, Tuesday Ortcher 18, 2022. PUBLIC HEARING NOTICE

Notice is hereby given to any and all persons that a preliminary development plan, platting and a rezoning action affecting specific parcels located in the City of Roeland Park, Johnson County, Kansas, will be considered at a public hearing of the City of Roeland Park Planning Commission.

The developer has submitted a preliminary development plan application in compliance with the zoning regulations and as part of a rezoning action for "The Rocks" Subdivision, Roeland Park, Kansas. The properties are located at the north of 48th Street and West of Roe Lane, Roeland Park, Kansas. The request is to rezone the properties from CP-2 Planned General Business District to MXD Planned Mixed Use District. A Jegal description of the properties involved is:

Legal Desc. (abbreviated)

4-12-25 TR IN NW1/4 NE1/4 & NE1/4 NW1/4 BG SE CR NE1/4 NW1/4 NW 155.52' TO BG NW 135.48' NW 330' NE 269.38' NELY 374' SE ON RTWY 623.37' W 399.19' TO POB EX .1397 AC EX .1946 AC EX .16 AC & EX .6155 AC 5.2865 ACS M/L RPC 81 BTAO 4035 0

A formal legal description of the effected properties is available for public viewing in City Hall, Roeland Park, Kansas.

The public hearing will be held November 15, 2022, at 6:00 p.m. in the Council Chamber of Roeland Park City Hall, 4600 W.51st Roeland Park Kansas. At that time and place, all interested persons will be granted a hearing by the city of Roeland Park Planning Commission.

L99379 Publication Fees: \$12.17



DLR Group inc. a Kansas corporation 7290 West 133rd Street Overland Park, KS 66213

November 1, 2022

John Jacobson Building Official City of Roeland Park Kansas 4600 W 51st Street Roeland Park, KS 66205

Re: Project Name: EPC Roeland Park Mixed Use Development- 4800 Roe Parkway

DLR Group Project No.: 12-22109-00

Dear Mr. Jacobson:

This letter is written in response to your comments to the Preliminary Development Plan Submission issued on October 16, 2022. We have formatted this letter in a way that shows your comments with our response below in *blue bold/italics*.

General

1) Please show any proposed signage in the project area.

DLR Group Response: The signage has not been designed for the project and will be submitted with the Final Development Plan or under separate cover as a sign permit.

2) Indicate right of way width on both Roe Lane and Roe Parkway.

Kimley-Horn Response: See revised plan sheet C1 & C2. Several locations were noted with the R/W width along Roe Lane, Roe Parkway, and other adjacent roadways. An additional note was added indicating where the R/W width varies.

- 3) Indicate width of planned extension of public sidewalk along the west side of Roe Parkway. Kimley-Horn Response: See revised plan sheet C2. Leader added denoting sidewalk width & sidewalk to be designed by others.
- 4) Show or provide a pedestrian network within the development area. Kimley-Horn Response: See revised plan sheet C2. A red dashed line is shown to dictate the pedestrian network within & around the development.
- 5) Please label any commons/park areas that will be available to the public.

 DLR Group Response: All outdoor common spaces are intended to be used by the residents and patrons of the development and are not considered public.

6) Please indicate Trash Enclosure locations.

Kimley- Horn Response: See revised plan sheet C2. Commercial & residential trash locations have

7) Please show parking garage elevations/materials.

DLR Group Response: The Façade of the parking garage is being developed to hopefully achieve the required open area to be a naturally ventilated garage. The design team is studying opportunities to incorporate public art on this façade to add visual interest, but also allow air to flow through it.

- 8) Indicate phasing (if proposed) of the uses on site-Specifically, the commercial component. DLR Group Response: The project is proposed to be built in a single phase. The commercial space will be built as exterior shell space, and the tenant will be responsible for the design and permitting within their interior space.
- 9) Indicate location for required art in the development area. DLR Group Response: The location of the public art has not been determined yet, but the parking garage façade is one area that is being considered. More information will be provided with the Final Development Plan Submittal.
- 10) Submit a material board for exterior finishes.

DLR Group Response: The exterior materials and colors are conceptual in nature to provide the general character of the building per the submittal requirements. The final material palette will be submitted with the Final Development Plan.

Parking

- 1) Show bicycle racks within 50' of the main entrance. Kimley-Horn Response: See revised plan sheet C2. Bicycle racks noted, including long-term bicycle parking stalls for the residents within the parking garage structure.
- 2) Indicate variance request on plan sheet to request parking between the structure and right of way. Kimley-Horn Response: Acknowledged. See revised plan site plan summary table on sheet C2 which notes the requested variance.
- 3) Identify accessible stalls on plan sheet and in total counts. Kimley-Horn Response: See revised plan sheet C2 for clearly marked accessible stalls & aisles. Parking counts updated to reflect this change.
- Submit fire apparatus access report with approval from Fire District #2. Kimley-Horn Response: Evidence of exhibit prepared & email sent to Fire District #2 has been included. The exhibit shows fire truck turning movements & acceptable fire apparatus.
- 5) Show loading berths for commercial use. Kimley-Horn Response: See revised plan sheet C2 for commercial loading berth area.

FROM Lamp Rynearson letter dated October 20, 2022

Stormwater Memo

1) We concur with the memo's findings and have no comments.

Response: Acknowledged.

Traffic Impact Assessment

 See attached review letter from Merge Midwest dated October 19, 2022. A traffic impact study is warranted for the project. The study may be submitted during the final development plan review process.

Response: Acknowledged, see note below from Merge Midwest

Engineering.

Preliminary Development Plan

 The traffic impact assessment comments and subsequent traffic impact study recommendations may impact proposed driveway connection locations along Roe Parkway. Kimley-Horn Response: Acknowledged.

2) Include accessible parking spaces in the vehicle parking calculations and show accessible parking spaces and associated unloading spaces on the plan.

Kimley-Horn Response: See revised plan sheet C2 for clearly marked accessible stalls & aisles. Parking counts updated to reflect this change.

 All private service connections and locations must be reviewed and approved by utility providers during final design.

Kimley-Horn Response: Acknowledged.

4) Proposed grading appears to add approximately 10.5 feet of fill at the existing Johnson County wastewater manhole at the southwest corner of the site. Any required manhole and main improvements due to the fill shall be reviewed and approved by JCW.

Kimley-Horn Response: Acknowledged. Design team is currently having our preliminary grading plans reviewed by JCW to determine site development impacts would have to their sewer.

5) For final design, ensure runoff from project is distributed evenly to the existing water quality units to the east of Roe Parkway.

Kimley-Horn Response: Acknowledged.

FROM MERGE MIDWEST ENGINEERING letter dated October 19, 2022

- The traffic assessment letter is very basic. Without volumes and capacity analyses, it is difficult to judge the impacts of the development on the roadway network. I would suggest requiring a full traffic study that would analyze the following:
 - a. Existing Peak-Hour Counts at the intersections of W 48th Street & Roe Parkway and W 48th Street & Roe Lane at a minimum. If operations for the westbound approach at the intersection of Roe Blvd & W 48th Street currently back-up, we may want to include that intersection as well.

Kimley-Horn Response: KH discussed need for full TIS with Merge Midwest. Merge Midwest was to discuss further with City. KH understood a brief traffic memo with trip generation is all that was required based on developer's conversations with the City.

b. Capacity analysis for the above-mentioned intersections as well as the driveway connections onto the public streets. I think we could get by with just an Existing and Existing + Site scenario. A future scenario may not be necessary. However, I would like to see the Existing + Site scenario analyzed with and without the proposed Roe Parkway extension to Roe Boulevard.

Kimley Horn Response: KH discussed need for full TIS with Merge Midwest. Merge Midwest was to discuss further with City. KH understood a brief traffic memo with trip generation is all that was required based on developer's conversations with the City.

- 2) The spacing of the proposed driveway into the parking garage is concerning as it is only 70' from the W 48th Street intersection. This could create issues with northbound traffic trying to turn into the site, especially if southbound queues block access. There would only be room to store 2 passenger cars before the queue would back into the W 48th Street intersection. Vehicles trying to turn right out of the parking garage could also have issues finding a gap if there are more than 2 vehicles queued southbound. Is there a way to reroute traffic to the connection north of the garage? Not sure if grades would prohibit that but it should strongly be considered.
 - **Kimley Horn Response:** Acknowledged. Traffic memo states Roe Parkway southbound right turn lane should be considered. KH to correspond with City engineer regarding Roe Parkway improvements to consider this turn lane.
- Given the horizontal and vertical topography, intersection sight distance should be measured for the proposed driveways onto Roe Parkway.
 - **Kimley Horn Response**: Acknowledged. We recommend making this a condition of approval for building permit as grading & access locations may be adjusted throughout final design.

END OF COMMENTS AND RESPONSES

November 1, 2022 Page 5

Please contact Brian Crawford if you have any questions regarding DLR Group's response. You can reach him at 913-685-5695 or bcrawford@dlrgroup.com

Sincerely, DLR Group

Brian Crawford, AIA, NCARB

Bu Co

Project Manager | Senior Associate

PLANNING COMMISSION MINUTES

CITY OF ROELAND PARK 4600 W 51st Street, Roeland Park, KS 66205 November 15, 2022, 6:00 P.M.

The Roeland Park Planning Commission met on November 15, 2022.

Commissioners Present: Lisa Brunner (Ward 1)

Josey Shaw (Ward 2) Mark Kohles (Ward 3) Matthew Lero (Ward 4) Haile Sims (Mayoral Appt.)

Commissioners Absent: Darren Nielsen (Mayoral Appt)

Macrina Abdouch (Mayoral Appt.)

Staff: Keith Moody, City Administrator

John Jacobson, Building Official Steve Mauer, City Attorney

I. ROLL CALL

Vice-Chair Commissioner Brunner called the meeting to order.

Mr. Jacobson called the roll noting that Commissioners Nielsen and Abdouch were absent. Staff present was City Administrator Keith Moody, Building Official John Jacobson, and City Attorney Steve Mauer.

II. Approval of Minutes

There were no minutes for approval.

III. Public Hearing

1. Redhair Acres

Commissioner Brunner opened the public hearing.

There is a request to plat the property to meet City regulations and make it permissible to apply for a building permit in the future.

Commissioner Brunner asked if there were plans to build an accessory dwelling unit. The applicant responded that currently the land is unplatted and there is no current development plan. In order to obtain a permit, they will need to have the property platted.

There were no public comments made with regard to this item.

2. Rezoning and Preliminary Development Plan for The Rocks Site

Brendon O'Leary from EPC gave an updated presentation on the proposed 280 multi-family project at The Rocks site that will include a structured parking garage, restaurant space, plaza outdoor seating for the restaurant patrons and residents, a residents-only courtyard, a clubhouse area, and a leasing office. Mr. O'Leary reviewed the grading plan and how the buildings will be constructed. The design plans are included in the agenda packet and include different angle views of the residential units. Mr. O'Leary also spoke to the quality materials that will be used.

The Commissioners asked for a view of the parking garage. Mr. O'Leary said it will be a concrete garage structure, but the design renderings are not complete as they are still deciding on what treatments to use.

Commissioner Brunner asked about retail spaces on the site. Mr. O'Leary said retail space would be conditional on the size of the restaurant. If the restaurant is under 5,000 square feet, they would have some retail space available, and they are still working on who those tenants would be.

Commissioner Brunner followed up asking about the views from the drone. Mr. O'Leary responded they weren't as impactful as they had hoped.

A Commissioner asked if they need to do a traffic study. Mr. O'Leary said they have started a traffic study which will be part of the final development plan. Mr. Jacobson said there is an initial report complete with the engineer's comments that will be available with the larger traffic study.

There were no public comments made.

Commissioner Brunner closed the public hearing.

IV. Action Items

1. Redhair Acres

MOTION:

COMMISSIONER KOHLES MOVED AND COMMISSIONER LERO SECONDED TO APPROVE THE PRELIMINARY AND FINAL PLATS OF THE REDHAIR ACRES SUBDIVISION. (THE MOTION CARRIED 4-0.)

2. Rezoning and Preliminary Development Plan for EPC Mixed Use Development

Mr. Jacobson said there are two variances to consider in their discussion. One is to allow the developer to construct parking between the street and retail along Roe Boulevard. The second is to allow the east façade of the parking garage to face the street. Mr. Jacobson said a future conversation could entail incorporating art into the façade of the structure.

There was more Commission discussion about the 1 percent for art requirement. City Administrator Moody said that City regulations state structured parking shall not have a side that fronts a building, so the parking garage cannot have a façade that faces a right-of-way. He noted the developer has done a good job obscuring it on three sides. When the final

development plan comes forward, they will be asked to employ screening to address the issue. This is difficult because the property has three rights-of-way adjacent to it.

There was Commission discussion about access to the restaurant from the parking garage. Mr. Jacobson said there is pedestrian access to the restaurant from the garage but not vehicle access. There will be designated parking access outside the restaurant.

Commissioner Sims asked for clarification on the second variance. Mr. Jacobson said they will need to screen the parking, but they need to be able to have that parking to make the restaurant a marketable property.

MOTION:

COMMISSIONER LERO MOVED AND COMMISSIONER KOHLES SECONDED TO APPROVE THE REZONING FROM CP2 TO MXD AND PRELIMINARY DEVELOPMENT PLAN FOR THE EPC MIXED USE DEVELOPMENT AT THE ROCKS TO INCLUDE VARIANCE REQUEST 1: THE ABILITY TO CONSTRUCT PARKING FACILITIES BETWEEN THE STREET AND THE RETAIL AREA ALONG ROE BOULEVARD; AND VARIANCE REQUEST 2: TO ALLOW THE FAÇADE OF THE PARKING GARAGE TO FACE A STREET ON THE EAST ELEVATION. (THE MOTION CARRIED 5-0.)

3. Final Plat: The Rocks Subdivision

Mr. Jacobson said that once the preliminary plat is approved, they need to look to the final plat which is for subdivision of the land.

City Administrator Moody said the property must include no more than 10 percent of the site for parkland or in lieu of land dedication payment can be made at fair market value for the land, which is figured to be 0.726 acres.

The following three options were discussed by the Planning Commissioners:

- Consider the gathering space included in the EPC project site as parkland.
- Accept the lot east of Roe Parkway to satisfy the parkland requirement, although there are significant elevation changes and a stormwater detention facility that will limit the use of the land.
- Payment in lieu of parkland dedication in which those resources can be used for improvements to existing parks or to purchase more park land.

Staff is recommending Option 3 as the best choice to meet the requirements of the City's regulations. The options were also presented to the Parks Committee and their preference was Option 3.

Commissioner Lero stated he is on the Parks Committee and in their conversations, they discussed the upcoming improvements to Nall Park and that the monies would be better suited on parks the City currently has versus trying to wedge in a park that would have an accessibility issue.

Commissioner Shaw suggested some nice plantings for the area but not as a park but instead for a greenspace.

Mr. Jacobson said there is substantial landscaping planned for around the site. Also, where the stormwater detention facility is no structures can be built and would by default remain a greenspace.

Mr. Jacobson said the Planning Commission's role is to make a recommendation to the Governing Body for their final decision.

Commissioner Shaw asked if the area is still a TIF district. City Administrator Moody said this area was placed into its own TIF district in anticipation of this development. The resources from the TIF will pay for the site development and parking structure. The payment for the parkland will come out of the proceeds when the City sells the ground. That anticipated dollar amount is included in the agenda packet.

MOTION: COMMISSIONER LERO MOVED AND COMMISSIONER SHAW SECONDED TO

RECOMMEND APPROVAL BY THE GOVERNING BODY THE FINAL PLAT FOR THE ROCKS SUBDIVISION AND TO ACCEPT OPTION 3 TO ACCEPT PAYMENT IN LIEU

OF PARKLAND DEDICATION. (THE MOTION CARRIED 5-0.)

V. Discussion Items

1. Roe House Concept Revisions

THE 5015 Buena Vista concept was presented to the Commissioners for their review. This will be discussed in depth at their Special Call Planning Commission meeting on December 6, 2022. Mr. Jacobson wanted to get this information to the Planning Commissioners so they can prepare for the meeting. There are also noted changes to the garages and their elevations.

Certified notices will be sent to surrounding property owners and there will be time for a protest period. They do anticipate public comments to be made at the public hearing. Once they pass that step, they will move on to the final development plan and plat.

Commissioner Shaw asked about art considerations for the site. Mr. Jacobson said that is something that goes before the Council, and is an area that is designated in the development plan. Commissioner Shaw said it would be nice to make some recommendations to have the art facing Roe. Mr. Jacobson said there are different options such as the art being incorporated into the structure versus a freestanding structure. They are anticipating seeing that on the development plan.

City Administrator Moody added that the 1 percent for art of a \$70 million is a large amount, and they never considered that large of an amount, noting there may be a combination of techniques that could be considered, but the final decision is that of the Council.

VI. Other Matters Before the Planning Commission

Mr. Jacobson reminded everyone of the Special Call Planning Commission meeting and said it is important that they have quorum, and to let him know if they are unable to attend the meeting.

VII. Adjournment

MOTION: COMMISSIONER SHAW MOVED AND COMMISSIONER KOHLES SECONDED TO

ADJOURN. (THE MOTION CARRIED 5-0.)

(Roeland Park Planning Commission Meeting Adjourned at 7:53 p.m.)

Item Number: New Business- VIII.-F.

Committee Meeting 12/19/2022

Date:



City of Roeland Park

Action Item Summary

Date: 12/15/2022 Submitted By: John Jacobson

Committee/Department: Neighborhood Services

Accept Easements, Public Infrastructure and Right of Way Dedication and

Title: Vacation for The Rocks Final Plat and Approve Payment In Lieu of

Parkland Dedication (5 min)

Item Type: Other

Recommendation:

Staff recommends accepting the easements, public storm drainage infrastructure and Roe Parkway right of way dedications as well as the Roe Boulevard right of way vacation incorporated into The Rocks final plat.

The Planning Commission and Parks Committee recommend payment in lieu of parkland dedication of \$377,000.

Details:

Staff Report for 12/19/22 Council Meeting:

The Planning Commissioned reviewed and approved The Rocks final plat on 11/15/22. The utility easements and public storm drainage infrastructure (in-ground storm water detention facility under lot 2) as well as Roe Parkway right of way dedication requires Council acceptance and approval. A unique element for this final plat is the vacation of excess Roe Boulevard right of way which is incorporated into Lot 1 through the final plat. Council's approval of this ROW vacation is also being sought.

The Planning Commission and Parks Committee recommend a payment in lieu of parkland dedication for this plat. The payment can come from land sale proceeds and be used on parks and recreation facilities throughout the City.

11/15/22 Planning Commission Staff Report:

Completed By: John Jacobson, Building Official

REQUEST:

The city, as the land owner is acting as its own agent is proposing a final plat to reflect the current legal description and public improvements on the site to facilitate future development.

BACKGROUND: The site has been a focal point of re-development for the city for over 30 years. This proposal addresses a market need and provides housing options for those that are searching for an alternative to single family housing. The site, market need, and scale of this proposal make this development unique in the northeast Johnson county area.

The city is acting as its own agent for this platting action

The only to doming do no own agonition and planning donors.

Staff has reviewed the plat and provided comment. The surveyor has responded and revised submittals accordingly.

ANALYSIS:

CHAPTER XVI – ZONING and SUBDIVISION REGULATIONS

Sec. 16-1436. - Final Plats—Contents and Submission Requirements.

- (a) Final plats shall be drawn to a scale of one inch to 100 feet, or at another scale acceptable to the City Engineer. Eight copies of the final plat shall be submitted in support of the application. The final plat shall contain the following information:
 - (1) North arrow and scale.
 - (2) Legal description.
 - (3) The name of the subdivision and adjacent subdivisions.
 - (4) A system of lot and block numbers in orderly sequence.
 - (5) The names of streets which shall conform to the existing pattern.
 - (6) A boundary survey of third order surveying accuracy (maximum closure error one in 5,000) with bearings and distances referring to section or fractional section corners or other baseline shown on the plat and readily reproducible on the ground.
 - (7) Calculation sheets containing the following data: length and radii of all curb, street and lot lines; bearings and length of all straight street and lot lines; and the area in square feet of each lot. Bearings and distances referring to section or fractional section corners or other baseline shown on the plat shall be readily reproducible on the ground.
 - (8) The dimensions, in feet and decimals of feet, of setback lines along front and side streets and the location and dimension of all necessary easements.
 - (9) Certification of dedication of all streets, highways and other rights-of-way or parcels for public park or other public use, signed by the owners and all other parties who have a mortgage or lien interest in the property.
 - (10) A statement on the plat concerning utility easements as follows:

"An easement or license to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E," is hereby granted to the City of Roeland Park, Kansas, and other governmental entities as may be authorized by state law to use the easement for these purposes."

• (11) A statement on the plat concerning prior easement rights as follows:

"The undersigned proprietor of that property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on that plat as streets, terraces, places, roads, drives, lanes, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on those parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and

agrees to indemnify the City of Roeland Park, Kansas, from any expense incident to the relocation of any existing utility installations within the prior easement."

- (12) Location and elevations of the 100-year flood plain for all lots thereby affected shall be shown and shall include calculations.
- (13) Certification by a registered surveyor to the effect that the plat represents a survey made by him or her.
- (14) Name and address of landowner.
- (15) Name and address of the engineer and surveyor preparing the plat.
- (16) Date of preparation of the plat.
- (17) Signature block for appropriate City officials.
- (b) The following items shall be submitted in support of the application for final plat

١

approval:

- All technical studies as may reasonably be required by the City Engineer.
- (2) Assurances of adequate public facilities as required by section 16-305.

PARKLAND Consideration

This proposal envisions a large multi-family use with a commercial component with intent on a small (3,500 sf) restaurant use. While the zoning classification is mixed use, the primary use of the site is residential in nature and as such has been reviewed for possible parkland dedication.

Subdivision regulations require not more than 10% of the gross acreage of a subdivision to be considered to fulfill the parkland dedication requirement. The land area contained in the final plat is 7.26 acres, inclusive of Roe Parkway right of way. Based upon the 10% limit, dedication of park land from this platted area would be limited to .726 acres.

Roeland Park has 4.37 acres of parkland per 1,000 population currently. If this site were to include 280 living units (current projection) with an average population per unit of 1.25 persons the total estimated population would be 350. Applying that 4.37 acre standard this development's population would require 1.53 acres of parkland (maintaining the city's current ratio). Note that this exceeds the 10% parkland dedication limit (.726 acres). The recreation and gathering space provided in the EPC project (central locations in green on the attached plat sheet) for the residents of this community totals (26,150/43,560) .60 acres. The green space (highlighted in yellow on the attach plan; NE= 7,555 sf and SW= 21,955 sf) areas total (29,510/43,560) .68 acres, staff would allocate that area a 25% credit or .17 acres toward parkland credit for a combined parkland equivalent of .77 acres provided on site.

The City is selling 6.64 acres to EPC for \$3.45 million or \$519,578/acre. This is the market rate of the ground. Option 1: Consider the .77 acres of gathering, recreating and green space provided in the EPC project site as meeting the parkland dedication requirement (areas highlighted in green and yellow on attached plan); no additional dedication or payment in lieu of dedication would be required.

Option 2: The lot east of Roe Parkway (highlighted in blue on the attached plan) could be donated as park land, it includes .85 acres and would satisfy the .726 acre parkland dedication requirement. This lot does have significant elevation change and is the site of an inground storm water detention facility which limits land use. Option 3: The .726 acre parkland requirement could be addressed with a payment in lieu of parkland dedication (proceeds would come from the land sale) of \$377,213. These resources could be used to make improvements to our existing parks or be used to purchase a suitable park site.

The options above have been considered by the Parks and Trees Committee and the consensus from that group including the co-chairs, is that Option 3, the \$377,213 payment in lieu of the park requirement that could be used towards Parks, makes the most sense and is the best option.

Staff is looking for a recommendation concerning the parkland dedication from the Planning Commission to accompany the final plat to the City Council

IMPACTS: Right of way boundaries are cleaned up with numerous encumbrances addressed as part of the plat action. Easement for existing public improvements and existing utilities for maintenance purposes in the future and compliance with minimum plat standards. There are no public utility extension or public roadway extensions anticipated with the creation of the two lots reflected in the final plat. The existing road and public utilities are sufficient to service the two lots.

POLICY ISSUES: In staff's opinion, there is no direct conflict with the minimum policy requirements. The submittal meets the spirit and intent of the subdivision regulations

RECOMMENDATION: The final plat is compliant with the subdivision regulations and are in line with the development goals for the site.

Staff would recommend a motion for approval of the final plat for the Rocks Subdivision as submitted for 4800 West Roe Parkway.

Financial Impact

Amount of Request: 0		
Budgeted Item?	Budgeted Amount: NA	

Additional Information

How does item relate to Strategic Plan?

Complies with Comprehensive Plan goals and land use projections for the area.

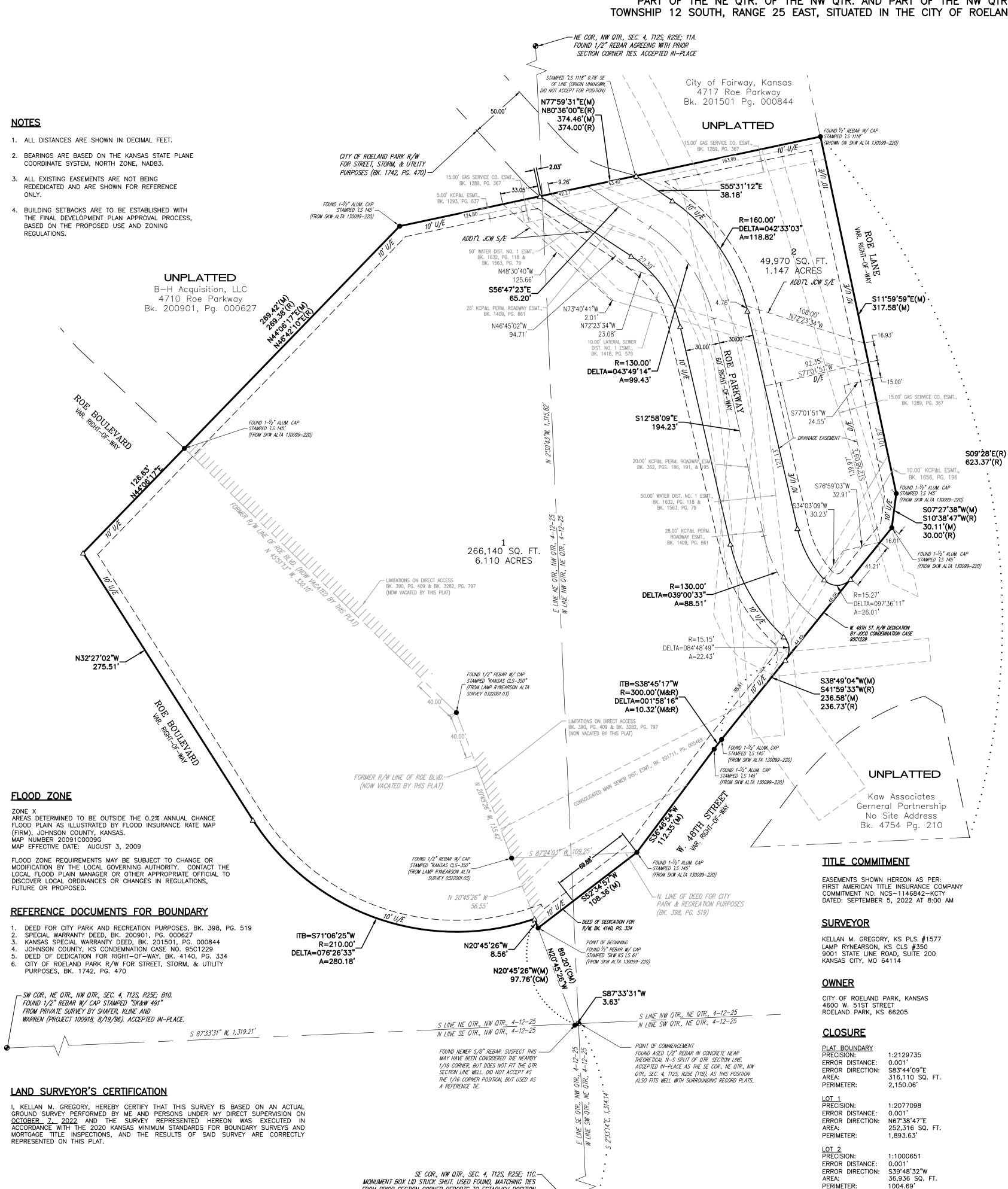
How does item benefit Community for all Ages?

ATTACHMENTS:

	Description	Type
D	Final Plat	Cover Memo
D	Final Plat Application	Cover Memo
D	Parkland Dedication Supporting Plan	Cover Memo

THE ROCKS

PART OF THE NE QTR. OF THE NW QTR. AND PART OF THE NW QTR. OF THE NE QTR., SECTION 4, TOWNSHIP 12 SOUTH, RANGE 25 EAST, SITUATED IN THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS



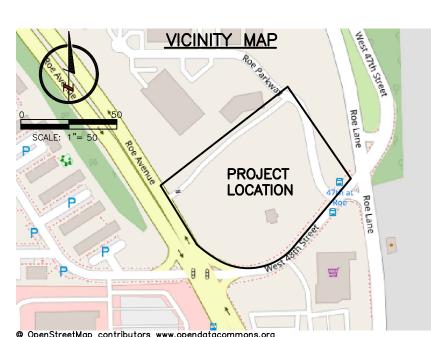
FROM PRIOR SECTION CORNER REPORTS TO ESTABLISH POSITION

THEREFOR THE ESTABLISHED POSITION, ARE ACCEPTED IN-PLACE

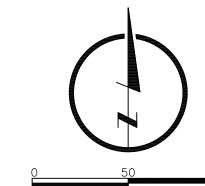
KELLAN M. GREGORY, KS PLS #157

LAMP RYNEARSON, KS CLS #350

OF A CALLED-FOR COTTON SPINDLE. TIES, AND



LOCATED IN: NE 1/4 & NW 1/4 SECTION 4, T12S, R25E



LEGEND BOUNDARY LINE — — — — — PLATTED EASEMENT LINE —— — — EXISTING LOT LINE ----- RIGHT-OF-WAY LINE ----- SECTION LINE EXISTING EASEMENT MEASURED DIMENSIONS

CALE: 1"= 50 S. SURVEY FEET

RECORD DIMENSIONS (CM) CALCULATED FROM MEASUREMENTS R/W RIGHT-OF-WAY

MONUMENT FOUND (ACCEPTED IN-PLACE UNLESS OTHERWISE

SET 5/8"x24" REBAR W/ 3-1/4" DIA. ALUMINUM CAP STAMPED "SURVEY MARKER LAMP RYNEARSON KS CLS 350"

JOHNSON COUNTY WASTEWATER

SECTION CORNER

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED

THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT WHICH

IN TESTIMONY THEREOF, WE THE UNDERSIGNED OWNER AND PROPRIETOR HAVE CAUSED THIS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

CAME MIKE KELLY, MAYOR OF THE CITY OF ROELAND PARK, KANSAS WHO IS PERSONALLY

KNOWN TO BE TO BE THE SAME PERSONS WHO EXECUTED THE WITHIN INSTRUMENT, AND SUCH PERSONS DULY ACKNOWLEDGES THE EXECUTION OF THE SAME TO BE THE ACT AND

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL

MY APPOINTMENT EXPIRES _____

'THE ROCKS'

DEDICATION

MAYOR, MIKE KELLY

COUNTY OF _____

PRINT NAME:

CLASS: URBAN

BE IT REMEMBERED, THAT ON THIS

THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC:_____

__ DAY OF _____

SHALL HEREAFTER BE KNOWN AS:

INSTRUMENT TO BE EXECUTED THIS

CITY OF ROELAND PARK, KANSAS, OWNER

LEGAL DESCRIPTION

Quarter of the Northeast Quarter of Section 4, Township 12 South, Range 25 East, situate in the City of Roeland Park, Johnson County, Kansas, as prepared by Kellan M. Gregory, Kansas PLS #1577 on October 13, 2022, being described as follows: Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 4, said corner monumented by a found, aged 1/2" rebar; thence South 87*33'31" West, along the South line of the Northeast Quarter of the Northwest Quarter of said Section 4, a distance of 3.63 feet to the intersection with the Southerly prolongation of the East right-of-way line of Roe Boulevard (formerly 18th Street Expressway) as established by a Deed of Dedication of Right of Way, filed with the Johnson County, Kansas Recorder of Deeds on November 11, 1993 in Book 4140 at Page 334, as now established; thence North 20°45'26" West, along the East right—of—way line of said Roe Boulevard and its Southerly prolongation, a distance of 89.20 feet to a found 1/2" rebar with a cap stamped "SKW KS LS 61", said point being the Point of Beginning; thence North 20°45'26" West, continuing along said East right-of-way line of Roe Boulevard, a distance of 8.56 feet to a set 5/8" rebar with a 3-1/4" dia. aluminum cap stamped "SURVEY MARKER LAMP RYNEARSON KS CLS-350"; thence Westerly and Northwesterly, departing the former East right-of-way line of said Roe Boulevard, on a curve to the right that is non-tangent with the exit of the last—described course, having an initial tangent bearing of South 71°06'25" West, a radius of 210.00 feet, a central angle of 76°26'33", and an arc distance of 280.18 feet to a set 5/8" rebar with a 3-1/4" dia. aluminum cap stamped "SURVEY MARKER LAMP RYNEARSON KS CLS-350" in the new Easterly right—of—way line of Roe Boulevard; thence North 32°27'02" West, continuing along said new Easterly right—of—way line of Roe Boulevard, a distance of 275.51 feet to the ntersection with the Southwesterly prolongation of the South line of a tract of land described in a Special Warranty Deed filed with said Recorder of Deeds on January 5, 2009 in Book 200901 at Page 000627, said point monumented with a set 5/8" rebar with a 3-1/4" dia. aluminum cap stamped "SURVEY MARKER LAMP RYNEARSON KS CLS-350"; thence North 44*06'17" East, along the Southwesterly prolongation of the South line of said tract of land and also said new Easterly right-of-way line of Roe Boulevard, a distance of 126.63 feet to the intersection with the East right-of-way line of said Roe Boulevard, said point monumented by a found 1-1/2" dia. aluminum cap stamped "LS 145"; thence North 44°06'17" East, continuing along the South line of said tract of land, a distance of 269.42 feet to a found 1-1/2" dia. aluminum cap stamped "LS 145"; thence North 77°59'31" East, continuing along the South line of said tract of land and also along the South line of a tract of land described in a Kansas Special Warranty Deed filed with said Recorder of Deeds on January 7, 2015 in Book 201501 at Page 000844, a distance of 374.46 feet to a point on the West right—of—way line of Roe Lane, as now established and also monumented by a found 1/2" rebar with a cap stamped "LS 1118"; thence South 11°59'59" East, along the West right-of-way line of said Roe Lane, a distance of 317.58 feet to a found 1-1/2" dia. aluminum cap stamped "LS 145"; thence South 7°27'38" West, continuing along the West right-of-way line of said Roe Lane, a distance of 30.11 feet to the intersection with the Northwest right-of-way line of W. 48th Street, as described in Johnson County, Kansas Condemnation Case No. 95C1229 and also now established, being monumented by a found 1-1/2" dia. aluminum cap stamped "LS 145"; thence along the Northwest right-of-way line of said W. 48th Street the following four (4) courses: 1) South 38°49'04" West a distance of 236.58 feet to a found 1-1/2" dia. aluminum cap stamped "LS 145"; 2) Southwesterly along a curve to the left that is non-tangent with the exit of the last—described course, having an initial tangent bearing of South 38°45'17" West, a radius of 300.00 feet, a central angle of 1.58'16", and an arc distance of 10.32 feet to a found 1-1/2" dia. aluminum cap stamped "LS 145"; 3) South 36°46'54" West a distance of 112.35 feet to a found 1-1/2" aluminum cap stamped "LS 145"; 4) South 52°34'57" West a distance of 108.36 feet to the Point of Beginning.

All that part of the Northeast Quarter of the Northwest Quarter and all that part of the Northwest

Containing 316,110 square feet or 7.26 acres, more or less.

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

AN EASEMENT OR LICENSE TO ENTER UPON, LOCATE, CONSTRUCT AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION OR MAINTENANCE AND USE OF CONDUITS, WATER, GAS, SEWER PIPES, POLES, WIRES, DRAINAGE FACILITIES, DUCTS AND CABLES, AND SIMILAR FACILITIES, UPON, OVER AND UNDER THESE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" OR "U/E," IS HEREBY GRANTED TO THE CITY OF ROELAND PARK, KANSAS, AND OTHER GOVERNMENTAL ENTITIES AS MAY BE AUTHORIZED BY STATE LAW TO USE THE EASEMENT FOR THESE PURPOSES.

AN EASEMENT FOR DRAINAGE, INGRESS, EGRESS AND MAINTENANCE PURPOSES (HEREINAFTER REFERRED TO AS "DRAINAGE EASEMENT" OR "D/E") INCLUSIVE OF BORING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, OPERATING, UPGRADING AND FOREVER MAINTAINING THEREON A STORMWATER QUALITY TREATMENT BASIN AND/OR FLOOD CONTROL DETENTION BASIN, TOGETHER WITH ALL NECESSARY APPURTENANCES APPERTAINING THERETO, A PERPETUAL RIGHT-OF-WAY OVER, UNDER, UPON AND ACROSS ALL THAT REAL PROPERTY SHOWN HEREON AND DESIGNATED.

AN EASEMENT OR LICENSE TO LAY, CONSTRUCT, MAINTAIN, ALTER, REPAIR, REPLACE AND OPERATE ONE OR MORE SEWER LINES AND ALL APPURTENANCES CONVENIENT FOR THE COLLECTION OF SANITARY SEWAGE, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, OVER AND THROUGH THOSE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "S/E" ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND THROUGH ADJOINING LAND AS MAY BE REASONABLY NECESSARY TO ACCESS SAID EASEMENT AND IS HEREBY DEDICATED TO JOHNSON COUNTY WASTEWATER OF JOHNSON COUNTY, KANSAS OR THEIR ASSIGNS. ALTERATION OF LAND CONTOURS WILL BE PERMITTED ONLY WITH THE EXPRESS WRITTEN APPROVAL OF JCW. ANY PLACING OF IMPROVEMENTS OR PLANTING OF TREES ON SAID PERMANENT RIGHT-OF-WAY WILL BE DONE AT THE RISK OF SUBSEQUENT DAMAGE THERETO WITHOUT COMPENSATION THEREOF.

THE UNDERSIGNED PROPRIETOR OF THAT PROPERTY SHOWN ON THIS PLAT DOES HEREBY DEDICATE FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES, ALL PARCELS AND PARTS OF LAND INDICATED ON THAT PLAT AS STREETS, TERRACES, PLACES, ROADS, DRIVES, LANES, AVENUES AND ALLEYS NOT HERETOFORE DEDICATED. WHERE PRIOR EASEMENT RIGHTS HAVE BEEN GRANTED TO ANY PERSON, UTILITY OR CORPORATION ON THOSE PARTS OF THE LAND SO DEDICATED, AND ANY PIPES, LINES, POLES AND WIRES, CONDUITS, DUCTS OR CABLES HERETOFORE INSTALLED THEREUPON AND THEREIN ARE REQUIRED TO BE RELOCATED, IN ACCORDANCE WITH PROPOSED IMPROVEMENTS AS NOW SET FORTH, THE UNDERSIGNED PROPRIETOR HEREBY ABSOLVES AND AGREES TO INDEMNIFY THE CITY OF ROELAND PARK, KANSAS, FROM ANY EXPENSE INCIDENT TO THE RELOCATION OF ANY EXISTING UTILITY INSTALLATIONS WITHIN THE PRIOR EASEMENT.

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED LAND HEREBY CONSENTS AND AGREES THAT THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS, SHALL HAVE THE POWER TO RELEASE SUCH LAND PROPOSED TO BE DEDICATED FOR PUBLIC WAYS AND THOROUGHFARES, OR PART THEREOF, FOR PUBLIC USE, FROM THE LIEN AND EFFECT OF ANY SPECIAL ASSESSMENTS, AND THAT THE AMOUNT OF UNPAID SPECIAL ASSESSMENTS ON SUCH LAND DEDICATED, SHALL BECOME AND REMAIN A LIEN ON THE REMAINDER OF THIS LAND FRONTING OR ABUTTING ON SUCH DEDICATED PUBLIC WAY OR

THE FORMER RIGHT-OF-WAY OF ROE BOULEVARD HAS HEREBY BEEN VACATED BY WAY OF THIS PLAT. THE LIMITS OF DIRECT ACCESS DEFINED IN BOOK 390, PAGE 409 AND BOOK 3287, PAGE 797 (AS FILED WITH THE JOHNSON COUNTY, KANSAS RECORDER OF DEEDS) HAVE ALSO HEREBY BEEN VACATED BY WAY OF THIS PLAT.

APPROVALS

APPROVED	BY TI	HE PLANN	ING C	COMMISSION	OF	THE	CITY	OF	ROELANI
PARK, JOH	INSON	COUNTY,	KANS	SAS.					

_____ DAY OF _____ _, 2022 CHAIRMAN, DARREN NIELSEN APPROVED BY THE GOVERNING BODY OF THE CITY OF ROELAND PARK, JOHNSON COUNTY, KANSAS ____ DAY OF ____ _ 2022

MAYOR, MIKE KELL

CITY CLERK, KELLEY NIELSEN

LAMP RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA 4710 W. DODGE RD, STE. 100 (402)496.2498 FORT COLLINS, COLORADO 4715 INNOVATION DR., STE. 100 (970)226.034 KANSAS CITY, MISSOURI 9001 STATE LINE RD., STE. 200 (816)361.044

KELLAN M. GREGORY, KS PLS #1577

LAMP RYNEARSON, KS CLS #350

:]	COUNTY, KANSAS

(now what's **below**... Call before you dig.

REVISIONS	
DESIGNER / DRAFTER	
KMG / RER	
DATE	
10/21/2022	

0322001.06 BOOK AND PAGE

PROJECT NUMBER

SHEET

OF 1

Fee:	
Rec'd By	
Date Paid	

APPLICATION FOR FINAL PLAT

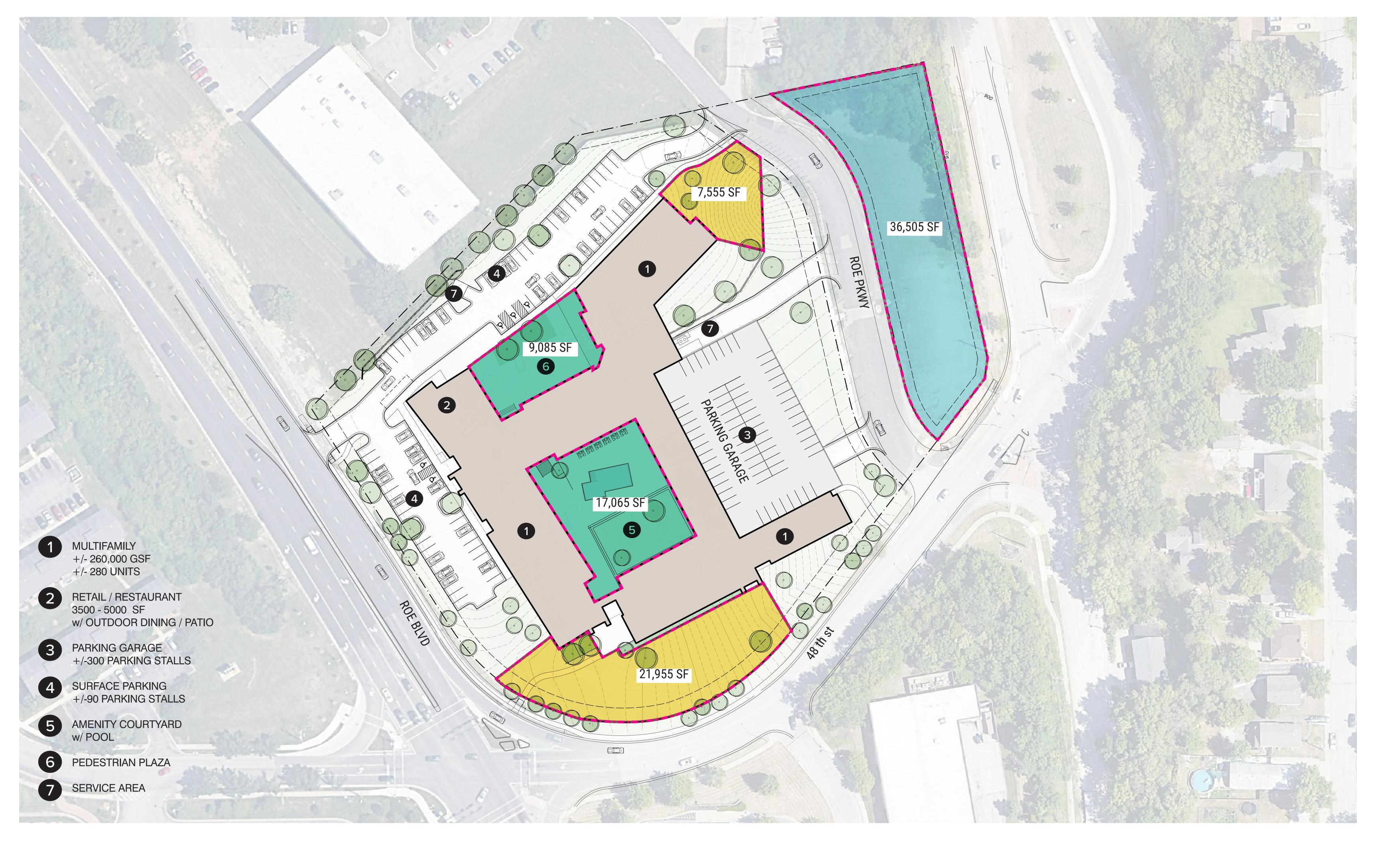
City of Roeland Park, Kansas

PLEASE PRINT

Applicant: Lamp Rynearson, c/o Kellan Gre	egory, PLS		
Owner: _ City of Roeland Park, KS			
Address: 4600 W. 51st Street	Phone: 913.722.2600		
City: Roeland Park			
City: Roeland Park Sta	Zip:		
Subdivision Subdivision Name: THE ROCKS			
Location: 4800 Roe Parkway			
Range 25E Township 12S Section:	4 Quadrant_NW/NE		
Size (in acres)7.26	Number of Lots: 2		
Current Zoning: CP-2 Pro	pposed Use:CP-2		
Engineer/Surveyor/Architect: Lamp Rynearso	on		
Contact Name: Kellan Gregory, PLS			
Address:9001 State Line Rd., Ste. 200 Phone: _816.361.0440			
City: Kansas City Star	te:MOz _{ip:} _64114		
Applicant signature	Date11/3/22		
To be completed by the City:			
Proof of ownership and/or authorization of agent affic	davit(s) submitted. Date: 11-3-82		
Preliminary Plat Approved. Date:			
Technical studies required? YesNo	~~~		
If yes, what type and when submitted? Submitted	Wird FOP		
Assurances of adequate public facilities received. Date Date application deemed complete:/D-/8-22_	2		
Surrounding property owners notified: 17-21-22	Date of publication 10 at 8 a 22		
Date notices sent: 10-21-22			
Planning Commission recommendation:	Date:		
City Council Action:	Date:		
	to 10 lots\$150.00 plus \$7.00 per lot I or more lots\$160.00 plus \$6.00 per lot		

PROOF OF OWNERSHIP AFFIDAVIT

STATE O	F Markows)
COUNTY	OF ICHESON SS
1	, being first duly sworn upon his/her oath deposes and states as follows:
(1)	[FILL IN ONLY IF APPLICATION SUBMITTED ON BEHALF OF THE LEGAL OWNER] [Name of owner signing Affidavit; if owner is a corporation or business, name of individual signing Affidavit, capacity and exact name and legal status of said corporation or business) is/are the legal owner/authorized official of the legal owner of the property that is the subject of Rezoning No. [Special Use Permit No/(Other)
(2)	[FILL IN ONLY IF APPLICATION SUBMITTED ON BEHALF OF A CONTRACT PURCHASER] That (Name of contract purchaser signing Affidavit; if a corporation or business, exact name and legal status of said corporation or business) is the holder of a contract to purchase the property that is the subject of Rezoning No. / Special Use Permit No/(Other) from the owner(s) and is therefore a "landowner" within the meaning of the Zoning Regulations.
Subscribe	Signature d and sworn to before me this day of Notary Public
My comm 4/10	KELLEY NIELSEN Notary Public-State of Kansas My Appt. Expires



Item Number: New Business- VIII.-G.

Committee 12/19/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/15/2022 Submitted By: Keith Moody

Committee/Department: Admin.

Title: First Amendment to Land Purchase Agreement with EPC (5

min)

Item Type: Agreement

Recommendation:

Staff recommends approval of the amendment to the land purchase agreement with EPC with clarifies the end of the due diligence period and resets the deadline for putting a lease in place for the Public Works site.

Details:

The language in the land purchase agreement concerning when the due diligence period ends is subject to interpretation. The amended due diligence language establishes a firm end date for clarity.

A deadline for putting in place a lease for the Public Works site to the City after the June 1, 2023 closing has passed. This step was not critical to other approval steps so the lease development was not prioritized. Now that we have completed the critical approvals the lease will be developed. The lease will NOT require the City to provide any compensation to EPC from 6/1/23 through 10/1/23. EPC wants the lease to be in place so they have something in writing.

Attached is the first amendment. The Original Land Purchase Agreement is attached to the Resolution Approving the Development Agreement.

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

First Amendment to Land Purchase Agreement for The Rocks Site

Cover Memo

FIRST AMENDMENT TO LAND PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO LAND PURCHASE AGREEMENT ("Amendment") is entered into, to be effective as of December ___, 2022, by and between the City of Roeland Park, Kansas, a Kansas ("Seller") and EPC Real Estate Group, LLC, a Kansas limited liability company, and its assigns (collectively, the "Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer previously executed that certain Land Purchase Agreement dated as of September 6, 2022 (the "**Agreement**"), pursuant to the terms of which Buyer agreed to purchase certain Property as set forth in the Agreement; and

WHEREAS, Seller and Buyer desire to amend the Agreement to revise the date of expiration of the Due Diligence Period and further amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective on the date first set forth above, the Parties agree to the foregoing recitals and as follows:

- 1. <u>Recitals; Defined Terms</u>. The recitals set forth above are incorporated herein. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.
- 2. <u>Due Diligence Period</u>. The first sentence of Section 1.7 of the Agreement is hereby amended to provide that the Due Diligence Period shall expire on April 1, 2023. Notwithstanding the foregoing, Buyer shall retain the two Extension Options as provided in Section 1.7 of the Agreement.

3. Earnest Money Deposit; Termination.

- a. Sub-subsection (b) of Section 1.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:
 - "(b) returned to Buyer in the event of any of the following: (i) Seller's default or failure of a condition precedent to Closing hereunder and Buyer elects to terminate this Agreement or the transaction contemplated by this Agreement is not consummated as a result; (ii) Buyer notifies Seller prior to the expiration of the Due Diligence Period (as may be extended) that Buyer elects to terminate this Agreement, (iii) Buyer exercises a termination right pursuant to Article I, Sections 1.13 or 1.14 below;"
- b. Section 1.8 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - "Section 1.8 Termination. Buyer, in its sole discretion, may terminate this Agreement at any time before the expiration of the Due Diligence Period, as may be extended under Section 1.7, by providing written notice to Seller. If Buyer exercises the right to terminate prior to the expiration of the Due Diligence Period (as may be extended), then this Agreement will automatically terminate and the Earnest Deposit will be returned to Buyer along with all interest and neither party will have any further obligations under this Agreement except those obligations that expressly survive. Notwithstanding the foregoing, Seller, in its sole discretion, may terminate this Agreement at any time after June 1, 2023 upon

written notice to Buyer if Buyer has not materially communicated, consulted, or otherwise worked on developing the Property for a period of ninety (90) consecutive days ("**Buyer Inaction**"). If Seller terminates this Agreement due to Buyer Inaction, then the Earnest Deposit (including any Extension Deposit(s)) shall be delivered to Seller."

- 4. <u>Commercial Lease</u>. The condition precedent to Closing in subsection (f) of Section 1.9 is hereby amended to extend the date for the parties to agree upon the form of the Commercial Lease to February 28, 2023.
- 5. **Full Force**. Except as modified by the terms of this Amendment, the Agreement shall remain in full force and effect. In the event of conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.
- 6. <u>Multiple Counterparts</u>. This Amendment may be executed in multiple counterparts via facsimile or electronic delivery, each of which shall constitute an original, but all of which together shall constitute but one instrument.
- 7. **Entire Agreement**. This Amendment embodies the entire understanding between Seller and Buyer with respect to its subject matter and can be changed only by an instrument in writing signed by Seller and Buyer.
- 8. <u>Amendment Binding</u>. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

[Remainder of page intentionally left blank.]

Name: ______
Title: _____

By:

Item Number: New Business- VIII.-H.

Committee 12/19/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/15/2022 Submitted By: Keith Moody

Committee/Department:

Title: Approve Task Order with SFS for Architectural Services
Related to Renovations at New Public Works Facility - 10 min

Item Type:

Recommendation:

Staff recommend approval of a task order with SFS for architectural and project management services related to the Public Works facility renovations.

Details:

Per the land purchase agreement with EPC the City has until October 1, 2023 to complete relocation of Public Works from the existing facility at the Rocks. Council has provided direction to employ a Construction Manager At Risk process for the renovations to the new public works facility. The attached task order with SFS addresses the architectural services we anticipate needing on this project. The scope includes SFS administering the RFP process for the Construction Manager at Risk selection as well as serving as Project Manager throughout the project.

The Phase 1 Environmental, Title Insurance Commitment, Building Condition Assessment and Alta Survey have been completed with no issues that would deter the city from moving forward with the purchase of the site. Approval of the task order allows us to continue to complete renovation related steps as we approach closing the first of the new year.

Financial Impact

Amount of Request: \$139,000		
Budgeted Item? Budgeted Amount: \$3 mm reflected in 2023 budget for public works facility		
Line Item Code/Description:		

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description Type

□ Task Order with SFS for Public Works Facility Renovations Cover Memo



December 16, 2022

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

Re: City of Roeland Park Kansas On-Call Architectural Services

Roeland Park Public Works Facility - Renovation at 1800 Merriam Lane

SFS Project No. 191022 - 11

Mr. Moody,

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

PROJECT UNDERSTANDING

Task Order Description

The City of Roeland Park is purchasing an existing industrial building located at 1800 Merriam Lane in Kansas City, Kansas. The building was originally constructed in 1969 and a small addition was constructed in 1985. The city intends to renovate this existing building to serve as the Public Works Maintenance Facility. Earlier this year SFS completed a programming study for the public works department to determine their space needs. A generic concept plan was also developed as part of this study.

In early December, SFS along with a team of engineers, prepared a Building Assessment Report of the conditions at the 1800 Merriam Lane building. The report addressed architectural, structural, mechanical, electrical, and plumbing systems and roof conditions. The information developed during the study and the assessment will inform the renovation scope.

The city must vacate their current public works facility before October 2023 and intends to solicit for Construction Management services during the design process to help expedite the schedule. The estimated construction budget is \$1.3M.

SCOPE OF WORK

Phase I Basic Services

Basic Services for this task order will include the disciplines of Architecture, MEP, and structural engineering. It is assumed that the renovation will need to occur in phases in order to meet the current budget. The scope outlined below assumes Phase I documentation.

Utilizing the previously developed space needs program, concept plan and building assessment report, and having visited the existing building and reviewed existing drawings, we assume the Phase I renovation scope will include the following:

- New exterior overhead doors to provide vehicular access into the facility
- Exterior envelope updates as required by code
- Select demolition of the interior office area to accommodate the shop needs
- Some reconfigurations of the existing interior office area to accommodate the program needs
- · Accessibility improvements as required by code
- Upgrades/replacements of select interior finishes and lighting in the office area



- Upgrades of the electrical, mechanical, and plumbing systems as required to support the program needs
- Creating shop, storage and fabrication areas as defined in the space program
- Determining utilization/needs for existing modular mezzanine system
- Incorporating an indoor wash bay
- Developing site areas to accommodate exterior material storage, dumpsters, and a fuel tank (in coordination with the civil engineer)

Phase I Basic Services Assumptions

The schedule and fees are based on the following assumptions:

- (5) meetings with the City and staff to review the design, budget and scope
- (1) meeting and coordination with the City of Kansas City, Kansas/Unified Government as required. It is our understanding that the project will not require a development plan submittal but will undergo an administrative review by staff.

Phase I Basic Services Exclusions

The following items are specifically excluded from the Basic Services noted above:

- Civil Engineering. SFS will coordinate with the Owner's consultant as required.
- Landscape Architecture services. SFS will coordinate with the Owner's consultant as required.
- Site Survey.
- Geotechnical investigations and recommendations.
- Traffic studies, roadway design and public improvements.
- Hazardous materials abatement assessment and design.
- Audio/visual or security design services.
- Furniture, fixtures and equipment design services. This service can be provided for a supplemental fee.
- Cost Estimating. It is assumed that the Construction Manager will provide this service.

Supplemental Services

SFS will provide management and coordination services for the selection of Construction Manager at Risk. The anticipated scope of these services is outlined below:

- Preparation and distribution of a Request for Proposal document.
- Review of and coordination with the City regarding the Standard form of Agreement Between City
 of Roeland Park, KS and Construction Manager
- Coordination of and attendance at a pre-proposal meeting and tour of the 1800 Merriam location
- Review of all proposals submitted and preparation of a scoring matrix for the city's use in selection of a short list
- Coordination of and attendance at interviews for shortlisted contractors
- Attendance at City Council meeting for CM selection approval

Phase I Deliverables

Deliverables anticipated for the above scope of work include:

- Schematic Design Package
 - Code Analysis/Summary, Floor Plans, Elevations, Details, MEP and Structural Narratives
- Design Development Package
 - Outline Project Specifications
 - Code Plans and Summary, Floor Plans, Reflected Ceiling Plans, Elevations, Sections/Details, Finish Plans and Finish Samples
 - M/E/P and Structural Preliminary Drawings
- Construction Documents 50% and 100%
 - o Full bid documents and drawings required for permitting, bidding, and construction.
- Conformed Construction Documents
 - o Compiled documents package with any changes resulting from permitting and bidding.
- Construction Administration Phase



 Field Reports, RFI responses, submittal reviews, and other items customarily provided during construction as outlined in Section 3 Scope of Basic Services in the AIA B101-2017 Standard Form of Agreement between Owner and Architect.

Schedule

A detailed schedule will be provided upon approval of this proposal; however, we have looked at a preliminary schedule and estimate a duration of 90 calendar days(+/-) from the start of design until completion of documents to be submitted for permitting and procurement of bids.

COMPENSATION

Professional Fees

SFS architecture proposes to provide the above services as follows:

Phase 1 Basic Services at a lump sum amount of \$130,000.

The above fee proposal is valid for 30 days and is based on a construction cost budget of \$1,300,000. Should the City elect to increase the construction budget, the Architect shall be entitled to a proportional adjustment to the Architects fee.

Supplemental Service for CM Selection Process at a lump sum amount of \$8,800.

Reimbursable Project Expenses

Project expenses are not included in the above compensation proposal. These expenses incurred by SFS or the consultants for reproduction, postage, local travel, and deliveries will be billed at the architect's actual cost plus 10%. We estimate expenses at \$1,500.00.

Invoicing

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

Kelly C. Stindt, AIA, LEED BD+C

Respectfully submitted

Principal

AUTHORIZATION TO PROCEED

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

Signature		
Printed Name / Title		
Date		

Item Number: Ordinances and Resolutions:- IX.-

A.

Committee

12/19/2022

Meeting Date:



City of Roeland Park

Action Item Summary

Date: 12/15/2022 Submitted By: Keith Moody

Committee/Department: Admin.

Title: Ordinance 1039 - Establishing a Tree Preservation Policy (10

min)

Item Type: Ordinance

Recommendation:

Per direction from Council at the 12/5/22 workshop two versions of Ordinance 1039 is attached. Version 1 provides for the policy to go into effect 90 days following passage. Version 2 provides for the policy to go into effect 180 days following passage.

Details:

12/5/22 Update

Councils' direction was for staff to develop two versions of the sample tree preservation policy which covers publicly owned trees as well as trees in the front yards on private property, version 1 goes into effect 90 days passage, version 2 goes into effect 180 days after passage.

11/28/2022 Update

Staff presented a review of the completed tree inventory at the 9/6/2022 workshop(attached). 3,700 trees were identified in a front yard or in the right way fronting a property with 68% of the trees located on private property and 32% located in the public right of way.

Minutes from the 1/3/22 Council meeting where this topic was last discussed are attached for reference. The direction from that meeting was for further discussion. A preferred ordinance has yet to be identified.

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

changes incorporated in the policy following that workshop include:

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

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

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

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

The fee concept was an element that received little support in the citizen survey. Removing the fee element eliminates the motivation for a person to leave mature trees in place. An application process is necessary for staff to track the removal and replacement process, eliminating this element would make administering the policy very difficult. The City has completed an inventory of the trees that would be subject to regulation so that the policy can be effectively administers.

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

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

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

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

responses included in the Small Survey report reflect these as well as other concerns.

Chris Brewster with Gould Evans has assisted staff on this effort and made the attached presentation to Council at a prior workshop. Chris was involved with the tree preservation regulations recently adopted by Prairie Village and Gould Evans provides assistance to Prairie Village in administration of the regulation. His shared insights were valuable as the policy was developed.

Financial Impact

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

Additional Information

Link to Roeland Park's Current Tree Policies: https://library.municode.com/ks/roeland_park/codes/code_of_ordinances? nodeId=CHXIIISTSI_ART5TRSHGR

Link to Fairway Tree Policy: https://library.municode.com/ks/fairway/codes/code_of_ordinances?nodeId=CH11TR

Link to Prairie Village Tree Policy: https://library.municode.com/ks/prairie_village/codes/code_of_ordinances? nodeId=CHXIXZORE CH19.47LAST

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

	Description	Type
D	Ordinance 1039- Version 1 Goes into Effect in 90 days	Cover Memo
D	Ordinance 1039- Version 2 Goes into effect in 180 days	Cover Memo
D	January 3, 2022 Council Minutes Section Regarding Tree Preservation Policy	Cover Memo
D	Review of Tree Preservation Sample Ordinances by Gould Evans	Cover Memo
D	Tree Preservation Survey Results	Cover Memo
D	Economics of Urban Forestry by the Arbor Day Foundation	Cover Memo
D	Tree Inventory Presentation	Cover Memo

ORDINANCE NO. 1039- Effective in 90 days

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

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

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

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

"Sec. 13-501. Maintenance.

The City shall have the right to plant, maintain, treat and remove trees and shrubbery within the right-of-way abutting streets, alleys, avenues and boulevards within the City. It shall be the duty of the owners of property abutting any sidewalk, street, avenue, alley or parking to cut and trim the branches and limits of any trees or shrubbery as provided in section 8-904 of this Code. It shall also be the duty of the owner or occupant of any property abutting any street, avenue, alley or parking to cut and remove any dead tree, dead branches, dead limbs or dead shrubbery upon their property which extends over any street, avenue or alley.

Sec. 13-502. Traffic Hazard.

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

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

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

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

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

Sec. 13-505. Saving Clause.

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

Sec. 13-506. Public and Private Tree Protection Definitions.

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

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

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

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

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

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

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

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

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

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

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

Sec. 13-507. Enforcement and Penalty.

The Public Works Director or their designee shall serve as Tree Manager and have the authority to enforce the terms and conditions of this article. Any person, firm, corporation, agent, or employee thereof who violates any provision of this article shall be assessed an administrative fine of not more than five hundred dollars (\$500.00) for each incident. The unlawful injury, destruction or removal of each protected tree shall be considered a separate incident. In addition, all violations shall be required to meet the requirements outlined under tree replacement provisions of this Section, or the Roeland Park Tree Fund. If any administrative fine or assessment to the Roeland Park Tree Fund shall remain unpaid thirty (30) days after receipt of notice of the imposition or assessment, the City may use any and all reasonable means available to collect the funds, including, but limited to, imposing a lien on the property for the amount of the fine or assessment.

Sec. 13-508. Appeal Process.

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

Sec. 13-509. Applicability of Section.

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

Sec. 13-510. Roeland Park Tree Fund.

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

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

If approved by the Tree Manager, an applicant or owner may make a \$1,000.00 payment into the Roeland Park Tree Fund in lieu of planting replacement trees, this would be an exception to the norm as the intent of the policy is to encourage the preservation of the tree canopy within the City by adding Replacement trees when mature trees are removed.

Any tree that is authorized for removal due to disease or health of the tree, or other public safety reason(s), may have the Mitigation fee waived provided at least one replacement tree is planted; the property owner may request reimbursement of the cost of removing said tree from the City

Council. The decision to use Tree Fund resources to cover the removal costs of said tree shall be based upon the property owner's ability to pay.

Sec. 13-511. Tree Protection.

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

- (1) *Protective/temporary fencing*. Protective/temporary fencing shall be required for all protected trees and feature trees to prevent infringement on the root system from any construction-related activities. The protective fencing shall be installed according to tree diameter at breast height (DBH) as follows:
 - (a) Trees greater than twenty-eight-inch (28") DBH must have a fence to encompass a perimeter twenty feet (20') from center or seventy-five percent (75%) of drip line (whichever is lesser);
 - (b) Trees between twenty-inch (20") and twenty-eight-inch (28") inch DBH must have a fence to encompass a perimeter fifteen feet (15') from center of tree or seventy-five percent (75%) of drip line (whichever is lesser);
 - (c) Trees less than twenty-inch (20") DBH must have a fence to encompass a perimeter ten feet (10') from the center of the tree or seventy-five percent (75%) of the drip line (whichever is lesser).

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

- (2) Prohibited activities. Prohibited activities adjacent to trees shall include the following:
- (a) *Material storage*. No materials for construction or waste accumulated due to excavation, demolition, or construction shall be placed under the canopy of any protected tree or feature tree.
- (b) Equipment cleaning/liquid disposal. No equipment shall be cleaned or other materials or liquids deposited or allowed to flow over land within the limits of the canopy of a protected tree or a feature tree. This includes, without limitation, paint, old solvents, asphalt, concrete, mortar or similar materials.
- (c) *Tree attachments*. No signs, wires or other attachments other than those of a protective nature shall be attached to any protected tree or feature tree.

- (d) *Vehicular traffic*. No vehicular and/or construction equipment traffic or parking shall take place within the limits of the protective fencing.
- (e) *Grade changes*. No grade changes in excess of two inches (2") (cut or fill) shall be allowed within the limits of the drip line of any protected tree or feature tree.
- (f) *New impervious paving*. No new paving with asphalt, concrete or other impervious materials in a manner which may, in the reasonable discretion of the Tree Manager, reasonably be expected to severely damage or kill a tree shall be placed within the limits of the drip line of a protected tree or a feature tree.
- (g) *Exceptions*. Notwithstanding anything contained in this Section shall not prohibit work that is necessary to install, maintain, repair, replace or remove utility lines or activity that merely disrupts the surface of the ground.

Sec. 13-512. Tree Removal.

Authorization. No person, directly or indirectly, shall cut down, destroy, move or remove, or effectively destroy, any protected tree located on covered property without first obtaining tree removal authorization. Generally, if a tree removal authorization is granted, the applicant shall replace each protected tree removed with a replacement tree unless an exception is afforded in Section 13-510 above. If, for whatever reason, planting replacement trees is deemed infeasible, the owner shall make payment to the Roeland Park Tree Fund subject to the provisions of Section 13-510.

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

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

- (1) *Deferral of decision*. The Tree Manager may defer the approval of a tree removal authorization to the Board of Zoning Appeals for any reason. All decisions made by the Board of Zoning Appeals shall be final.
- (2) *Approval*. The Tree Manager shall issue tree removal authorization provided the owner has agreed in writing to either meet the tree replacement criteria or make payment to the Roeland Park Tree Fund.
- (3) Replacement Tree List. The Tree Manager shall determine which species are eligible as replacement trees based on size at maturity, appropriateness for this region, and the context of a specific site. The Tree Manager may maintain a list of required or preferred species based on any reputable or professional tree resources applicable to this region.

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

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

- (1) The tree is dead. Commonly an expert such as a licensed arborist would provide confirmation to satisfy these criteria.
- (2) The tree is diseased or dying and constitutes a threat to healthy trees, to property, or to public safety. Commonly an expert such as a licensed arborist would provide confirmation to satisfy these criteria.
- (3) Removal of the tree is necessary for construction, development, or redevelopment, and:
 - (a) All reasonable efforts have been made to avoid removing the tree for construction/development and removal cannot be avoided.
 - (b) The presence of the tree places undue financial burden on the applicant.
 - (c) No other reasonable accommodations can be made to preserve the tree."

Section 2. This Ordinance shall become effective 90 days following the date of approval and after publication in the City's newspaper.

Passed by the Governing Body of the City of Roeland Park, Kansas this 19th day of December 2022.

ATTEST:	Mike Kelly, Mayor	
Kelley Nielsen, City Clerk		
APPROVED AS TO FORM:		

Steven E. Mauer, City Attorney

ORDINANCE NO. 1039- Effective in 180 days

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

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

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

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

"Sec. 13-501. Maintenance.

The City shall have the right to plant, maintain, treat and remove trees and shrubbery within the right-of-way abutting streets, alleys, avenues and boulevards within the City. It shall be the duty of the owners of property abutting any sidewalk, street, avenue, alley or parking to cut and trim the branches and limits of any trees or shrubbery as provided in section 8-904 of this Code. It shall also be the duty of the owner or occupant of any property abutting any street, avenue, alley or parking to cut and remove any dead tree, dead branches, dead limbs or dead shrubbery upon their property which extends over any street, avenue or alley.

Sec. 13-502. Traffic Hazard.

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

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

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

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

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

Sec. 13-505. Saving Clause.

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

Sec. 13-506. Public and Private Tree Protection Definitions.

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

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

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

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

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

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

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

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

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

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

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

Sec. 13-507. Enforcement and Penalty.

The Public Works Director or their designee shall serve as Tree Manager and have the authority to enforce the terms and conditions of this article. Any person, firm, corporation, agent, or employee thereof who violates any provision of this article shall be assessed an administrative fine of not more than five hundred dollars (\$500.00) for each incident. The unlawful injury, destruction or removal of each protected tree shall be considered a separate incident. In addition, all violations shall be required to meet the requirements outlined under tree replacement provisions of this Section, or the Roeland Park Tree Fund. If any administrative fine or assessment to the Roeland Park Tree Fund shall remain unpaid thirty (30) days after receipt of notice of the imposition or assessment, the City may use any and all reasonable means available to collect the funds, including, but limited to, imposing a lien on the property for the amount of the fine or assessment.

Sec. 13-508. Appeal Process.

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

Sec. 13-509. Applicability of Section.

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

Sec. 13-510. Roeland Park Tree Fund.

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

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

If approved by the Tree Manager, an applicant or owner may make a \$1,000.00 payment into the Roeland Park Tree Fund in lieu of planting replacement trees, this would be an exception to the norm as the intent of the policy is to encourage the preservation of the tree canopy within the City by adding Replacement trees when mature trees are removed.

Any tree that is authorized for removal due to disease or health of the tree, or other public safety reason(s), may have the Mitigation fee waived provided at least one replacement tree is planted; the property owner may request reimbursement of the cost of removing said tree from the City

Council. The decision to use Tree Fund resources to cover the removal costs of said tree shall be based upon the property owner's ability to pay.

Sec. 13-511. Tree Protection.

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

- (1) *Protective/temporary fencing*. Protective/temporary fencing shall be required for all protected trees and feature trees to prevent infringement on the root system from any construction-related activities. The protective fencing shall be installed according to tree diameter at breast height (DBH) as follows:
 - (a) Trees greater than twenty-eight-inch (28") DBH must have a fence to encompass a perimeter twenty feet (20') from center or seventy-five percent (75%) of drip line (whichever is lesser);
 - (b) Trees between twenty-inch (20") and twenty-eight-inch (28") inch DBH must have a fence to encompass a perimeter fifteen feet (15') from center of tree or seventy-five percent (75%) of drip line (whichever is lesser);
 - (c) Trees less than twenty-inch (20") DBH must have a fence to encompass a perimeter ten feet (10') from the center of the tree or seventy-five percent (75%) of the drip line (whichever is lesser).

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

- (2) Prohibited activities. Prohibited activities adjacent to trees shall include the following:
- (a) *Material storage*. No materials for construction or waste accumulated due to excavation, demolition, or construction shall be placed under the canopy of any protected tree or feature tree.
- (b) *Equipment cleaning/liquid disposal*. No equipment shall be cleaned or other materials or liquids deposited or allowed to flow over land within the limits of the canopy of a protected tree or a feature tree. This includes, without limitation, paint, old solvents, asphalt, concrete, mortar or similar materials.
- (c) *Tree attachments*. No signs, wires or other attachments other than those of a protective nature shall be attached to any protected tree or feature tree.

- (d) *Vehicular traffic*. No vehicular and/or construction equipment traffic or parking shall take place within the limits of the protective fencing.
- (e) *Grade changes*. No grade changes in excess of two inches (2") (cut or fill) shall be allowed within the limits of the drip line of any protected tree or feature tree.
- (f) *New impervious paving*. No new paving with asphalt, concrete or other impervious materials in a manner which may, in the reasonable discretion of the Tree Manager, reasonably be expected to severely damage or kill a tree shall be placed within the limits of the drip line of a protected tree or a feature tree.
- (g) *Exceptions*. Notwithstanding anything contained in this Section shall not prohibit work that is necessary to install, maintain, repair, replace or remove utility lines or activity that merely disrupts the surface of the ground.

Sec. 13-512. Tree Removal.

Authorization. No person, directly or indirectly, shall cut down, destroy, move or remove, or effectively destroy, any protected tree located on covered property without first obtaining tree removal authorization. Generally, if a tree removal authorization is granted, the applicant shall replace each protected tree removed with a replacement tree unless an exception is afforded in Section 13-510 above. If, for whatever reason, planting replacement trees is deemed infeasible, the owner shall make payment to the Roeland Park Tree Fund subject to the provisions of Section 13-510.

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

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

- (1) *Deferral of decision*. The Tree Manager may defer the approval of a tree removal authorization to the Board of Zoning Appeals for any reason. All decisions made by the Board of Zoning Appeals shall be final.
- (2) *Approval*. The Tree Manager shall issue tree removal authorization provided the owner has agreed in writing to either meet the tree replacement criteria or make payment to the Roeland Park Tree Fund.
- (3) Replacement Tree List. The Tree Manager shall determine which species are eligible as replacement trees based on size at maturity, appropriateness for this region, and the context of a specific site. The Tree Manager may maintain a list of required or preferred species based on any reputable or professional tree resources applicable to this region.

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

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

- (1) The tree is dead. Commonly an expert such as a licensed arborist would provide confirmation to satisfy these criteria.
- (2) The tree is diseased or dying and constitutes a threat to healthy trees, to property, or to public safety. Commonly an expert such as a licensed arborist would provide confirmation to satisfy these criteria.
- (3) Removal of the tree is necessary for construction, development, or redevelopment, and:
 - (a) All reasonable efforts have been made to avoid removing the tree for construction/development and removal cannot be avoided.
 - (b) The presence of the tree places undue financial burden on the applicant.
 - (c) No other reasonable accommodations can be made to preserve the tree."

Section 2. This Ordinance shall become effective 180 days following the date of approval and after publication in the City's newspaper.

Passed by the Governing Body of the City of Roeland Park, Kansas this 19th day of December 2022.

ATTEST:	Mike Kelly, Mayor	
Kelley Nielsen, City Clerk		
APPROVED AS TO FORM:		

Steven E. Mauer, City Attorney

III. Business from the Floor - Proclamations/Applications/PresentationA. Continue Discussion of Tree Preservation Policy

Chris Brewster from Gould Evans updated the proposed tree preservation policy since the last meeting and went over some of the highlights. Included updates are a cap on the fee with no excessive penalties or fees on very large trees. Options for mitigation have been added. Lots with significant front trees can be individually evaluated. There is a clarification that a protected tree can be removed for disease or safety issues and a fee will not be charged. Also, a replacement of one to one for a tree has been added. The City Administrator's office will maintain a species list for what is appropriate to plant as a replacement.

City Administrator Moody said the policy is based on Fairway's program and with input from their own Sustainability Committee. He said their preference is for education over regulation. A decision will need to be made whether the policy will pertain to public right-of-way trees or those trees in addition to private frontage trees. Mr. Moody said that most trees of concern are on private property with one-third in the right-of-way and two-thirds on private property.

Mr. Brewster said the possible areas to protect along with the frontage and public right-of-way trees are also perimeter trees or all trees in the City. Trees that are older and more established have a greater impact than less established and they need to decide how to protect them if removed, removed with mitigation, or removed with payment. He suggested having a base of taking one out and planting three in its place. If the homeowner does not want to replace, they can pay a fee of \$1,000 maximum unless the tree is diseased or is creating a safety hazard. Mr. Brewster said the policy will help them target unnecessary tree removals.

Mayor Kelly said he appreciated the diligent work on this. He added that when they speak about a fee being waived for disease or public safety reasons that public safety can also be a nuisance such as tree roots growing into a water line, for example. Mr. Brewster said the ordinance is flexible in that regard and that a tree manager can make that decision. He also added that tree roots generally grow in search of water and do not break pipes to look for it. If there are tree roots in the pipes, then there was a problem not caused by the trees.

CMBR Hill said on page 5, regulating front yard trees, she would like the potential caliper size versus the actual size. City Administrator Moody said the approach wasn't anticipating that the ultimate girth would be replaced. Tree replacement would be to provide for a variety and provide guidance to get the right tree in the right place.

CMBR Faidley asked about the tree survey. Mr. Brewster said it will be good to know the number of frontage trees and right-of-way trees, as well as who the tree belongs to as some might assume a right-of-way tree is on their property. He added that MARC has

been doing research on the tree canopy and studying the urban tree forest over the last ten years. CMBR Faidley said as a Tree City that is good to know.

CMBR Raglow asked about trees that are damaged by weather related incidents and the unsightly utility tree trimmings. Mr. Brewster said a tree expert can tell whether tree is diseased and dying. As for the utility companies, he said they are not concerned about the tree at all. They have a broad view of what they want to do and that their trimmings can expose the trees to disease.

CMBR Brauer said she is in support of protecting their trees, but she does have reservations about people on their property not being able to remove them or have an ability to add solar panels or a garden. She also asked about people looking to expand their home. She notes that homes in Roeland Park are smaller, and they are wanting to keep their residents in the City. She said it gives her pause fining people for cutting down a tree.

CMBR Rebne said he was raised and taught to honor private property and their right to say what happens with it. He noted that there is a significant degree of tension and noted that the ordinance does include education. He asked what commitment they are willing to make to help a homeowner maintain his trees.

Mr. Brewster said a lot of the fee cap was based on the private/public tension. He also noted that trees are often underappreciated in what they do for a property. Not only do they raise the property value of the lot they are, but they also add value to the properties around them.

CMBR Rebne asked if property owners will know up front which trees are protected. Mr. Brewster said as part of the public education piece of this will be explaining the benefits and what is protected. He also added that many times a tree canopy provides more benefits than solar, but people will be able to explore the cost and benefits of different options.

City Administrator Moody said the tree inventory would be available for public review and incorporated into their City website as well as the educational information. He said there needs to be an effort on behalf of the City to try to raise awareness. In creating these standards, they are also creating consistency among their neighborhoods and consistency of use. He added that a property owner has the right to use their land, but it is common for a city to develop regulations to guide the development and use of the land.

CMBR Madigan said he is having a hard time understanding why they are discussing this when two-thirds of the people are not supportive of City authorization or the preservation fund. He said that NextDoor has been very active on this topic, and he has reviewed the comments and people do not support interference on their property. He

said that people were surprised to find the fund went to help the City plant trees and not to help the residents plant trees.

CMBR Faidley asked what the rationale was to not include the perimeter trees. City Administrator Moody said it was a compromise.

CMBR Hill said the reason this all came about is when trees were cut down on Reinhart to allow for a sidewalk because they couldn't get an easement. She said there is a want and a need to continue this conversation.

There was majority consensus to continue the conversation at a future date.

Mayor Kelly said he sees the value of doing both types of trees, and also the need for education. He added that this would need to become a budget objective. His recommendation would be to begin with the public trees and look to include private front yard trees in the future.

CMBR Faidley said she agreed with the Mayor and that they need to do for both public and private trees. She agrees it is a big price tag, but first they need to do the education component.



Why Do This?

Economic benefits

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

Transportation benefits

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

Public health benefits

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

Climate adaptation & ecosystem services

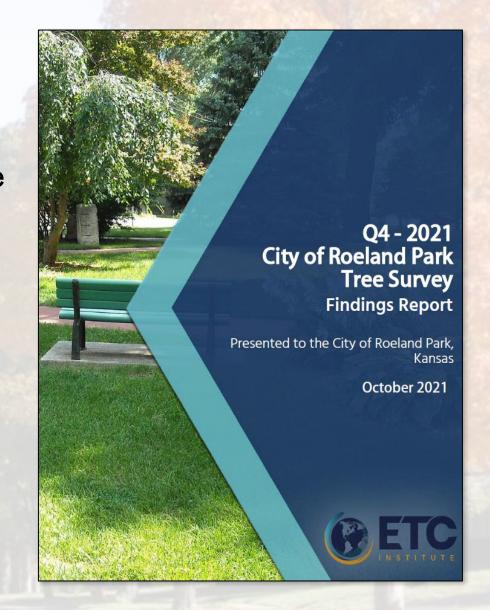
- Protect against flooding
- Reduce heat island effects
- Reduce greenhouse gas and absorb pollutants in runoff

All trees produce these benefits, but older and larger trees produce them at

far higher levels. Therefore, it is important to protect older and more established trees

Survey Results:

- Less support for required authorization to remove
- More support for requiring replacement vs. fees
- Concern over cost implications
 - Preference for education over regulation
 - Distinction between public and private trees



3 Key Questions:

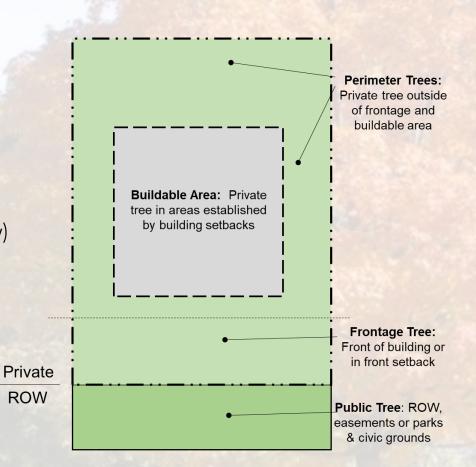
What areas to protect?

What is protected (size)?

How is protected (removal / mitigation requirements)?

What areas to protect:

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

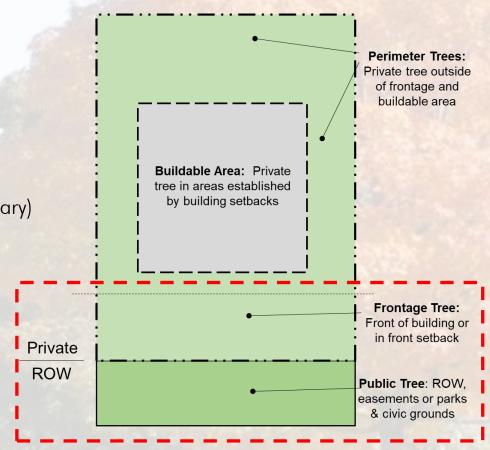


What areas to protect:

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

Staff Draft:

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



What size is protected:

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

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

^{*} Most trees are 5 to 10+ years at planting

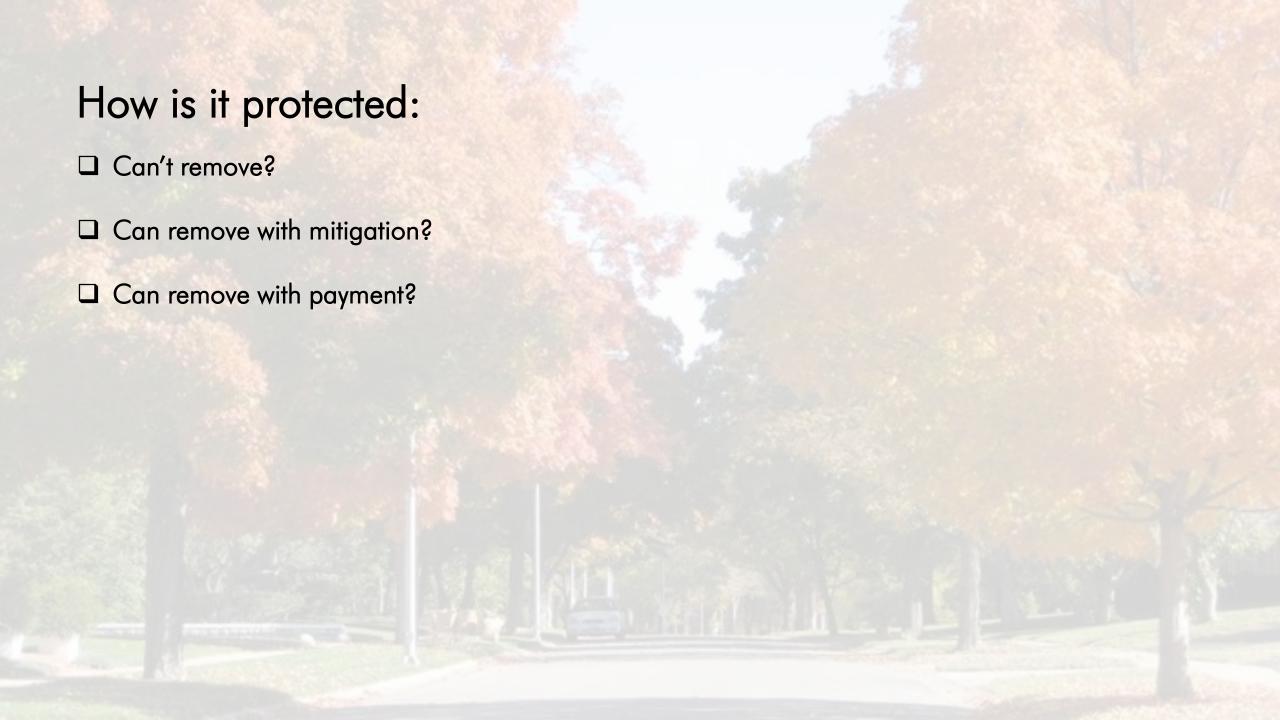
What size is protected:

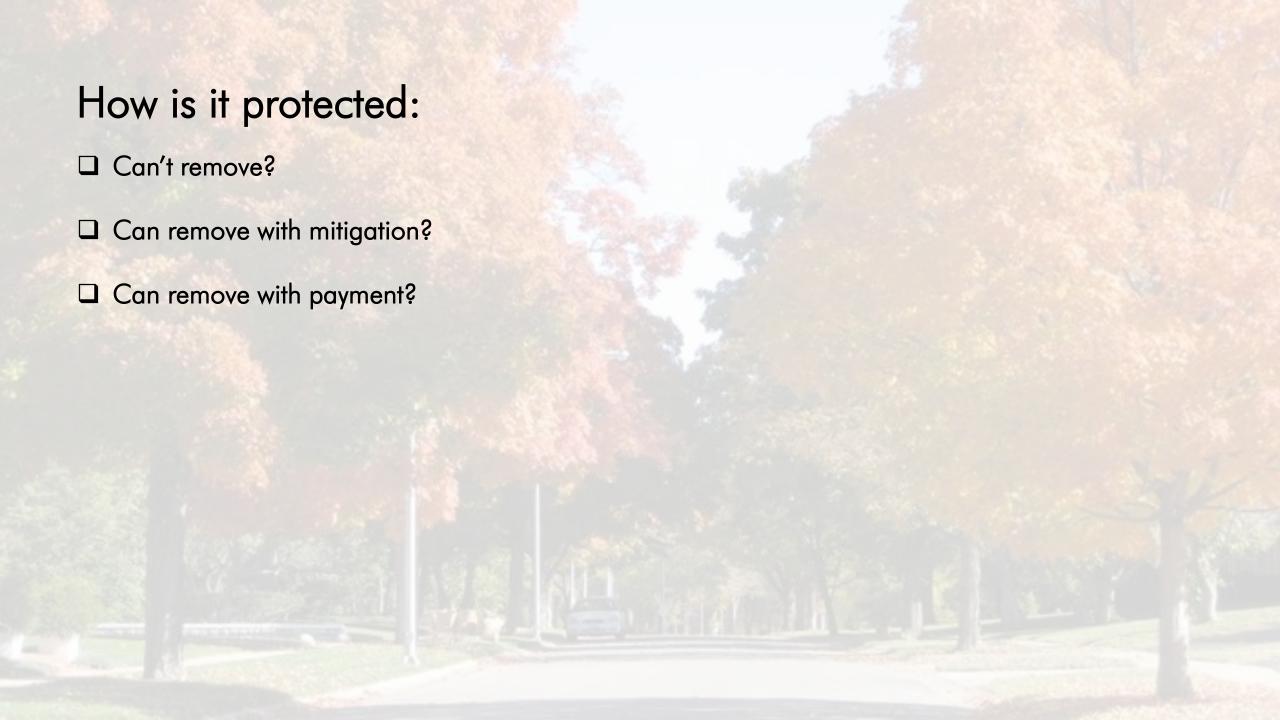


Staff Draft

* Most trees are 5 to 10+ years at planting

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





How is it protected:

✓ Can't remove?

For any tree 30" dbh+; City Council approval

- ☑ Can remove with mitigation?
- ✓ Can remove with payment?

Staff Draft

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

Rationale:

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



Degrees of protection / options....

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

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

How is it protected?

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

How is protection measured...

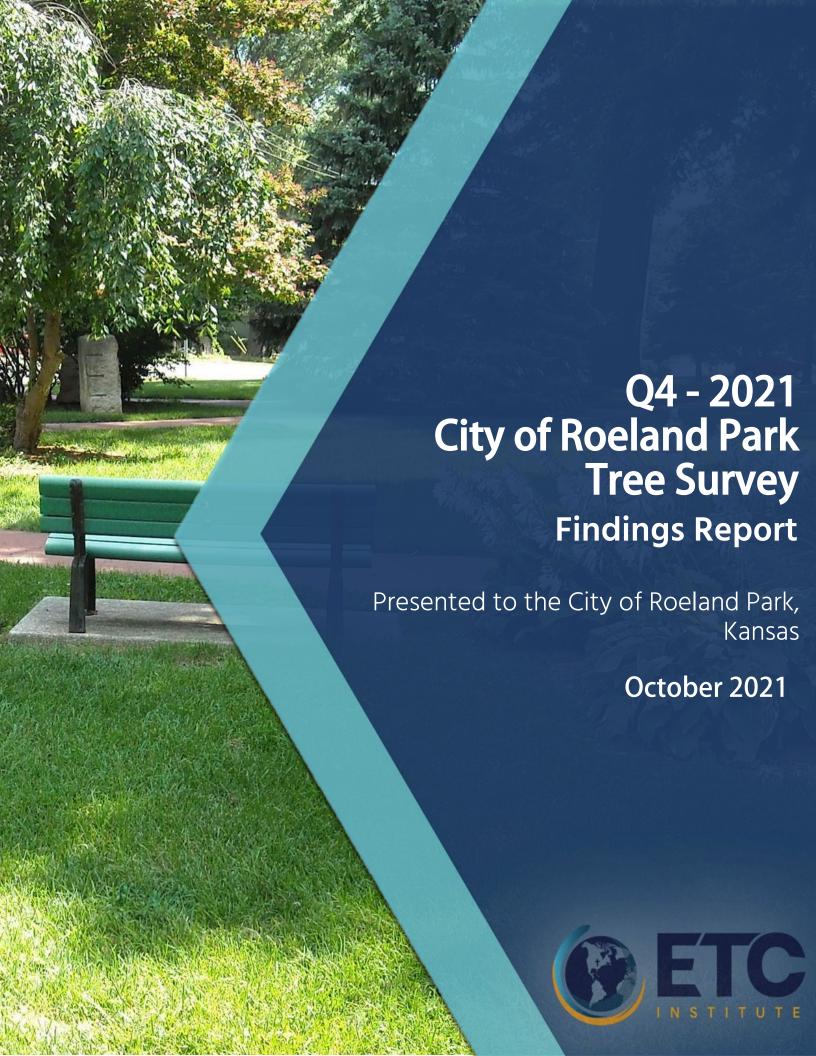
- Against removing an existing tree.
- Against removing so that property is deficient... but deficient to what standard (i.e. need a street tree or property landscape standard to measure against.)
- How is on-going enforcement addressed formal obligation to keep in place or replant if removed, diseased,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

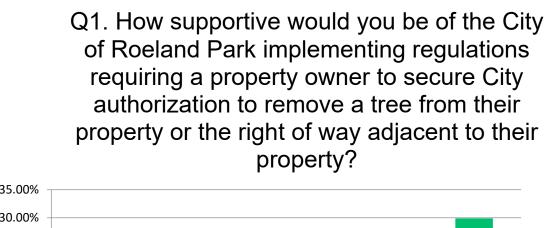
Cost issues... comes up in 3 places;

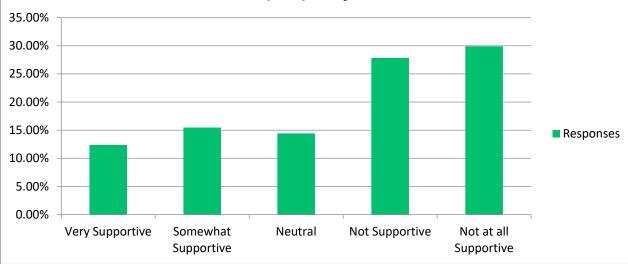
- Cost to do the work (remove / plant / etc.) (mitigation)
- Cost for mitigation (fee for not putting it in OR fee for making up the difference for what went out vs. what went in) (mitigation / deterrent)
- Penalty either for violating the ordinance OR for choosing to remove larger and/or priority trees.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

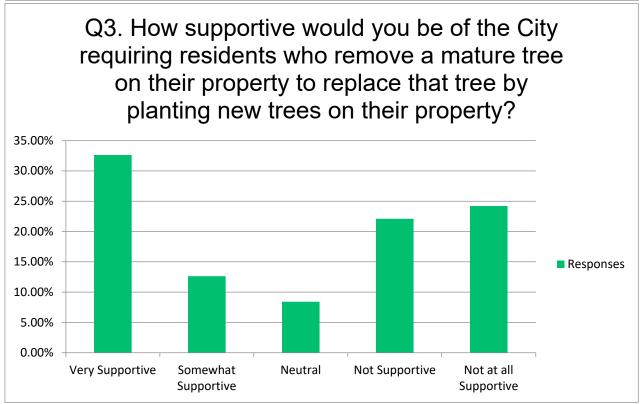


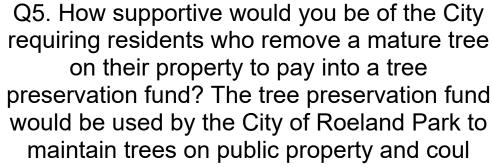
Charts and Graphs:

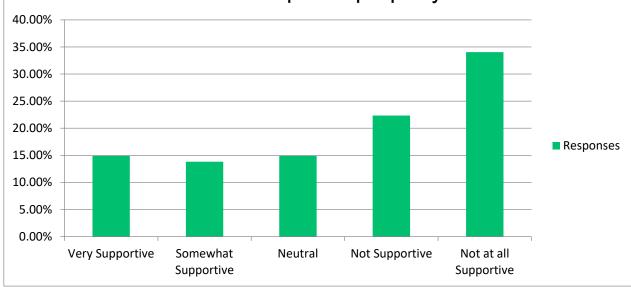


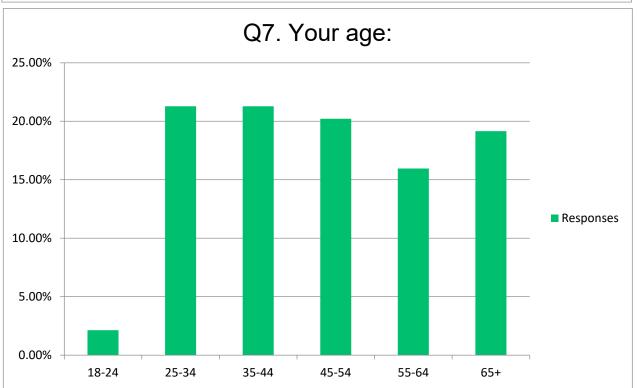


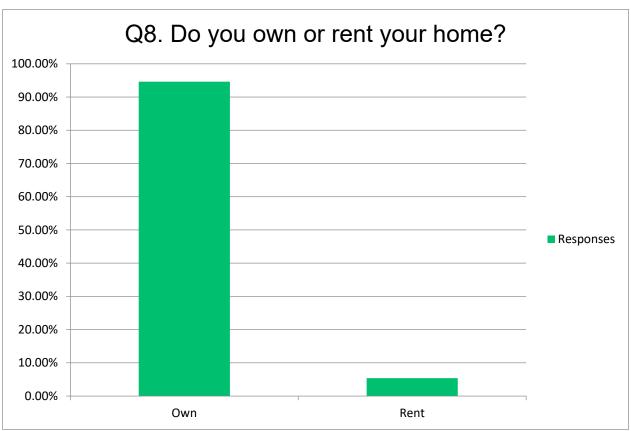


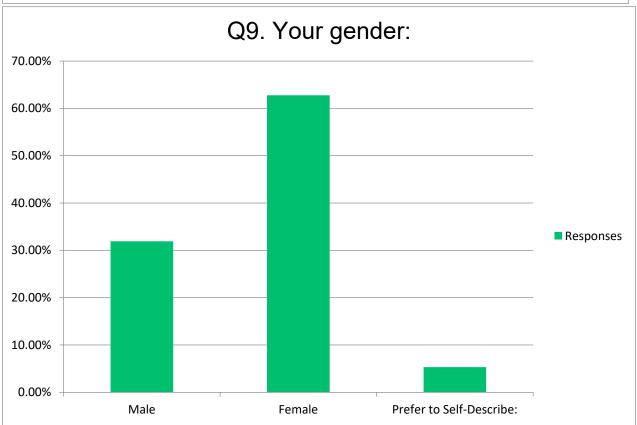














Tabular Data

Roeland Park Tree Survey Results

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

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

Answer Choices	Percentage %
Very Supportive	12.37%
Somewhat Supportive	15.46%
Neutral	14.43%
Not Supportive	27.84%
Not at all Supportive	29.90%
GRAN	D TOTAL 100.00%

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

Answer Choices		Percentage %
Very Supportive		32.63%
Somewhat Supportive		12.63%
Neutral		8.42%
Not Supportive		22.11%
Not at all Supportive		24.21%
	GRAND TOTAL	100.00%

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

Answer Choices	Percentage %
Very Supportive	14.89%
Somewhat Supportive	13.83%
Neutral	14.89%
Not Supportive	22.34%
Not at all Supportive	34.04%
GRAND TOTAL	100.00%

DEMOGRAPHICS

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

Q8. Do you own or rent your home?	
Answer Choices	Percentage %
Own	94.62%
Rent	5.38%
GRAN	D TOTAL 100.00%

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



Open Ended Responses

Roeland Park Tree Survey Results

Open-Ended Responses

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

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

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

- 1) Worry that it will become a more costly & bureaucratic effort (cost of specialized arborist, time spent convincing city council, and more money). "Most" folks who cut down trees have valid reasons (tree is dying or diseased, or tree is damaging house via its roots or limbs).
- 2) If the city agrees to pay for any damages done to property for said tree that is forced to stay then maybe I would concede.
- 3) Open to reasonable idea of requiring another tree of similar type to be replanted (but knowing that it will take years to become a "big" tree). Not open to expecting someone to replant the same "immediate sized tree" to fill the space.
- 4) RoPa has beautiful trees, yes! But I really feel the city should try to first manage/enforce some of its less costly ordinances (parking, grass on sidewalks/curbs cracks, trash bins that don't stay in the open all week, noise after 10 pm, etc). These cost the city tax payer less and would also beautify the city.
- 5) Trimming a tree is costly enough (\$1000s). I honestly don't believe folks are cutting down trees just for the fun of it.
- 6) Incentive planting more trees, but don't make it a huge ordeal (financial & time) for a family who needs to maintain their property & home. They are not spending \$1000 because they want to. Trust me.

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

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

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

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

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

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

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

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

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

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

Too much red tape

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

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

I believe it's the owners decision on their personal property to determine what can cut down. We've removed two trees on our property and if RP would need to be on board, that's seems a bit over reaching. There needs to be more done about run down homes and the city not enforcing those codes, before enacting more.

Property owners should have the right to decide what plantings and landscaping is appropriate for their property. Requiring city approval infringes on the current rights of property owners.

The city makes me get permission to do a lot. I don't know that they should need me to get permission to cut down a tree. That seems excessive.

Home owners should retain control over everything on their private property, not the City.

That should be the property owners decision-with the exception of a clearly dead or dying/dangerous tree

It is my property. The city did not give us choices when you cut my trees when you expanded Elledge

I think roeland park needs to worry about there own problems. I had a mess in front of my house for 5 months.

My property, my decision, my rights

Concerns of the turnaround time for approval to remove

Its my private property and my business.

The notion is ridiculous so the way through the survey. This is no different than how an HOA acts when they're a power struggle. Someone there thinks making a change, even for the sake of changing, is a good idea. You fine already for dead trees, overgrown vegetation, grass clippings in yard if you deem them an eyesore. Yet, you'd like to charge someone for cleaning up their own property, not the city council's land

The level of manipulation and deception portrayed by the mere proposal of this, and while still obfuscating the truth as to why(someone wants to pad their resume and say "my proposal brought in \$XX"), and then saying it is for the low-income household. Unbelievable.

The property owner owns the land

Homeowners should be able to decide what they would like or would not like in there yards.

It's my tree and if it needs to come out that's my decision. I know what's best for my property, not the city.

Not your business. It's your property you can do what you want. This is a complete overstep by the city government

That tree is on the owner's property and is there's to deal with. Unless it is a safety issue

I think the property owner should be free to make decisions on the use of their property.

It's my land

I am a conservationist and environmentalist. I plant a tree every six months. I support education and help for homeowners to plant native trees and care for their trees. But to require government permission to remove a tree on your property seems unAmerican to me. People should have the right to determine what plants grow on their property. Roeland Park is a small city. It shouldn't be too hard to educate people about the importance of maintaining mature trees.

I love trees. I hope new-build homes preserve as many trees on their lots as possible. But above all else, I prefer small government. I want the people to have the right to make their own decision-making, not seek approval from the government.

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

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

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

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

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

This city is out of control!

I think this is the property owners decision

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

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

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

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

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

- 1-why should a homeowner and landowner be required to get permission from the city to remove a piece of their own property.
- 2. All these recent proposals are lending credence to the premise that RP elected officials are power hungry or want to make changes for the sake of making changes to pad the ole resumes.
- Very concerning that a City wants to operate as HOA.

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

It's a tree!

MY PROPERTY MY CHOICE

iust because

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

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

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

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

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

My property my right.

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

Again. It all comes down to cost.

Same answer as previous

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

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

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

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

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

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

It's not our decision

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

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

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

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

No

It should be the property owners choice

My property, my rights

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Again, decision made by property owner

Again it is NONE of the city's business.

property owners decision

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

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

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

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

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

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

MY PROPERTY MY CHOICE

the price of trees is sky high

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

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

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

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

My property

That's ridiculous

I would rather have them plant a new tree

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

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

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

This is ridiculous

I like planting trees over money is a good idea.

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

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

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

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

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

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

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

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

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

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

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

My property, my rights

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

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

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

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

Unnecessary

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

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

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

This is a complete overstep. Not their property. We do not live in a communist country so drop this Same. Let's have that fund, but not make only certain people contribute under certain circumstances. I would contribute to the fund voluntarily.

This is just another money grab for the government. You can't budget effectively, so you have to come up with new "programs" or "initiatives" to take more from the people. Reduce your size and involvement. If I want to remove tree for any reason, I should not be punished. I would however, be happy to support special fundraising projects for a Tree Preservation Fund. I would also be willing to apply for state and federal grants for such a project.

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

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

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

Taxes are already too high

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

property owners decision; use taxes for needs for the city

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

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

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

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

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

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

See answer for first question, should be numbered 2.

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

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

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

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

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

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

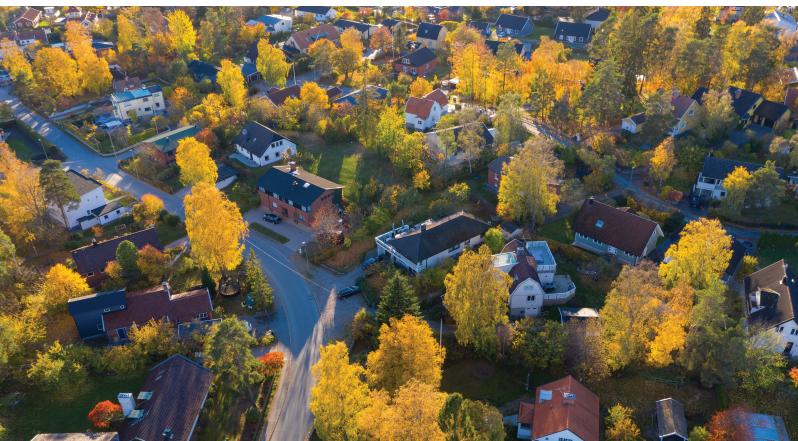
Property owners should choose what to do on their own property.

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



The Economics of Urban Forestry

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



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

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

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

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

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



The National Perspective

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



THE PRIVATE SECTOR

For the purposes of this study, there are six relevant industry segments, as identified in the federal government's North American Industry Classification System. Some

322,931 people are employed in these industries with the total economic footprint being an impressive \$61.9 billion. Only activities related to growing, distributing, planting, and maintaining of urban trees were included in the data collection. For example, in the landscape services industry, lawn maintenance was excluded.

The direct economic footprint in the following table is based on

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

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

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

*\$ in millions

LOCAL GOVERNMENTS AND UTILITIES

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

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

*\$ in millions

EMPLOYMENT

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

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

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

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

*\$ in millions



QUALITY-OF-LIFE BENEFITS

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

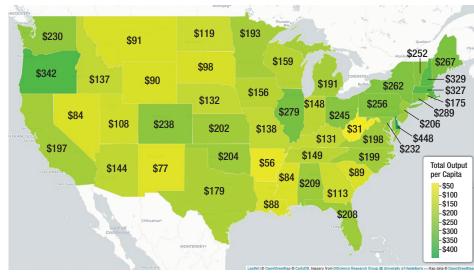
ECONOMIC BENEFITS (MEASURED IN 2017)	VALUE
Property Value Impact	\$604,167.4 million
Annual Value of Services by Trees to Property Owners	\$31,518.4 million
Annual Value of Pollution and Runoff Mitigation	\$73,436.5 million
TOTAL ANNUAL VALUE	\$104,954.9 million

Economic Benefits State by State

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

URBAN FORESTRY OUTPUTS PER RESIDENT IN 2017

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



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

ecoservices trees provide.



	STATEWIDE IMPACT OF	TREE COVER ON PROPERTY VALUES AND ENVIRONMENTAL AMENITIES				
Chaha	Dranarty Value *	Conhon	1	rom i-Tree	Total	
State	Property Value *	Carbon	Pollution	Hydrology	Total	
Alabama	\$17,995	\$3,367	\$193	\$114	\$3,675	
Alaska	\$29	\$0	\$0	\$0	\$0	
Arizona	\$877	\$181	\$3	\$1	\$184	
Arkansas	\$9,984	\$2,439	\$71	\$84	\$2,594	
California	\$17,570	\$3,023	\$136	\$62	\$3,221	
Colorado	\$6,989	\$577	\$16	\$10	\$603	
Connecticut	\$10,285	\$285	\$122	\$64	\$472	
Delaware	\$2,110	\$73	\$13	\$6	\$93	
District of Columbia	\$805	\$2	\$6	\$1	\$9	
Florida	\$38,657	\$3,889	\$303	\$240	\$4,432	
Georgia	\$33,688	\$4,141	\$344	\$254	\$4,739	
Hawaii	\$15	\$0	\$0	\$0	\$0	
Idaho	\$1,564	\$740	\$22	\$15	\$777	
Illinois	\$10,725	\$500	\$111	\$66	\$676	
Indiana	\$7,092	\$576	\$47	\$29	\$652	
lowa	\$1,624	\$295	\$7	\$11	\$314	
Kansas	\$1,991	\$328	\$12	\$12	\$351	
Kentucky	\$12,123	\$1,235	\$83	\$71	\$1,388	
Louisiana	\$12,387	\$2,981	\$110	\$130	\$3,222	
Maine	\$6,701	\$1,474	\$55	\$54	\$1,583	
Maryland	\$15,417	\$407	\$114	\$46	\$567	
Massachusetts	\$21,426	\$390	\$249	\$160	\$799	
Michigan	\$20,380	\$1,799	\$123	\$125	\$2,047	
Minnesota	\$5,301	\$760	\$26	\$26	\$812	
Mississippi	\$11,356	\$3,983	\$110	\$84	\$4,176	
Missouri	\$10,370	\$935	\$91	\$67	\$1,094	
Montana	\$1,628	\$874	\$28	\$25	\$927	
Nebraska	\$472	\$114	\$3	\$3	\$121	
Nevada	\$549	\$254	\$9	\$2	\$265	
New Hampshire	\$6,833	\$388	\$36	\$35	\$458	
New Jersey	\$20,267	\$298	\$173	\$71	\$543	
New Mexico	\$1,508	\$592	\$11	\$3	\$606	
New York	\$33,723	\$1,484	\$302	\$135	\$1,922	
North Carolina	\$36,577	\$3,921	\$248	\$157	\$4,326	
North Dakota	\$108	\$60	\$2	\$1	\$62	
Ohio	\$21,698	\$954	\$202	\$118	\$1,274	
Oklahoma	\$5,823	\$1,106	\$62	\$33	\$1,201	
Oregon	\$11,579	\$1,785	\$115	\$101	\$2,001	
Pennsylvania	\$37,746	\$1,780	\$313	\$125	\$2,218	
Rhode Island	\$3,667	\$56	\$45	\$26	\$127	
South Carolina	\$20,470	\$2,498	\$114	\$85	\$2,698	
South Dakota	\$509	\$58	\$4	\$2	\$63	
Tennessee	\$20,513	\$1,467	\$154	\$107	\$1,727	
Texas	\$30,786	\$5,624	\$297	\$231	\$6,153	
Utah	\$3,238	\$390	\$21	\$13	\$423	
Vermont	\$2,923	\$363	\$15	\$23	\$400	
Virginia	\$27,033	\$2,208	\$151	\$110	\$2,469	
Washington	\$21,099	\$1,588	\$83	\$119	\$1,790	
West Virginia	\$9,036	\$1,264	\$48	\$42	\$1,750	
Wisconsin	\$8,738	\$1,295	\$49	\$41	\$1,386	
Wyoming	\$184	\$433	\$49	\$3	\$1,300	
TOTALS	\$604,167	\$65,234	\$4,857	\$3,345	\$73,437	

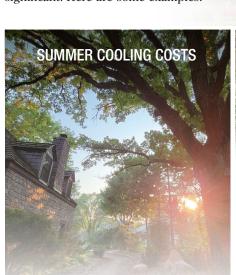
*\$ in millions

More on Economic Benefits

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

TREES AT HOME AND IN THE COMMUNITY

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



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

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

ONE WELL-PLACED TREE can reduce air conditioning

costs alone up to 50%. Reduced energy demand

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



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

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



beautify the neighborhood, provide safety from traffic, and add summer comfort -- as well

as contribute to resale value.

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



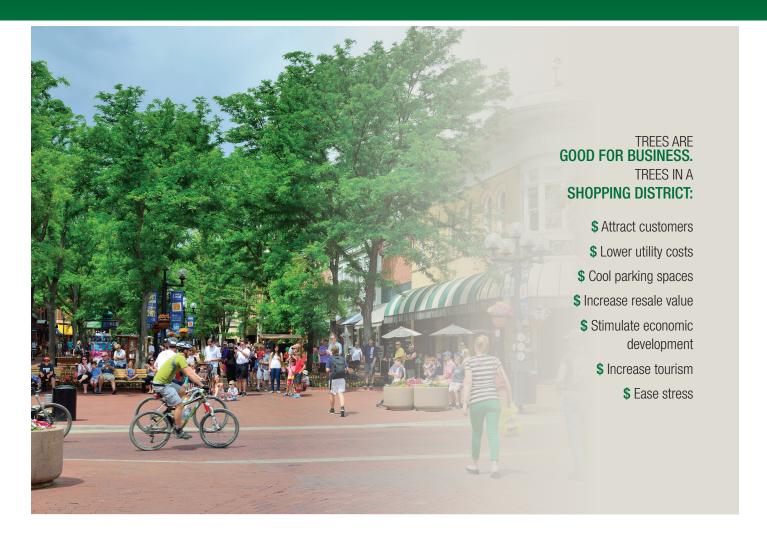
TREES USED AS WINDBREAKS can save 20% to 50% in energy used for heating.

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



GLOBALLY, TREES HELP by removing fossil fuel emissions.

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



TREES IN THE BUSINESS DISTRICT

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

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

PARKS AND OPEN SPACE

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

OTHER VALUES

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



Beneficiaries — The Bottom Line

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



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

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

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

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



FOR MORE INFORMATION

For links to the entire report of the Economics of Urban Forestry and other information related to this issue, please visit **arborday.org/treereport**.



AS AN INVESTOR who renovates neglected homes, Evelyn Ware-Jackson looks at blighted areas a little differently than most people. Where others see despair, Evelyn sees opportunity. She also realizes restoring one home alone is not enough. You must redevelop the whole neighborhood. Nowhere has she

been more successful than in Melrose East, a once thriving neighborhood in Baton Rouge, Louisiana, that has suffered years of disinvestment, neglect, crime, and disillusionment.

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

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



THE UNIVERSITY OF IDAHO is located in Moscow, Idaho, a small city surrounded by some of the nation's most productive acreages of winter wheat. As early as 1909, university officials recognized the importance of trees as part of campus education, and a 36-acre arboretum was planted. The site became so popular for

community recreation that an additional 63 acres of farm land adjoining the university was acquired to plant a variety of trees and shrubs from all over the world.

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

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

Tree City USA Bulletin © 2021 Arbor Day Foundation. Published by the Arbor Day Foundation; James R. Fazio, editor; Karina Helm, graphic designer. TECHNICAL REVIEWERS FOR THIS ISSUE: Dr. Eric Thompson, Director, Bureau of Business Research, University of Nebraska-Lincoln and Dr. Mitch Herian, Bureau of Business Research, University of Nebraska-Lincoln.







2022 PUBLIC ROW/FRONT YARD TREE INVENTORY ROELAND PARK, KS

AUGUST, 2022

Scope of Work

Wiregrass Ecological was the selected contractor to preform the inventory for all Public ROW Trees within 11' from back of curb as well as Front Yard Trees from 11' to the front face of residential homes, full width of the lot. The inventory included all trees that measured a diameter of 12" or larger.

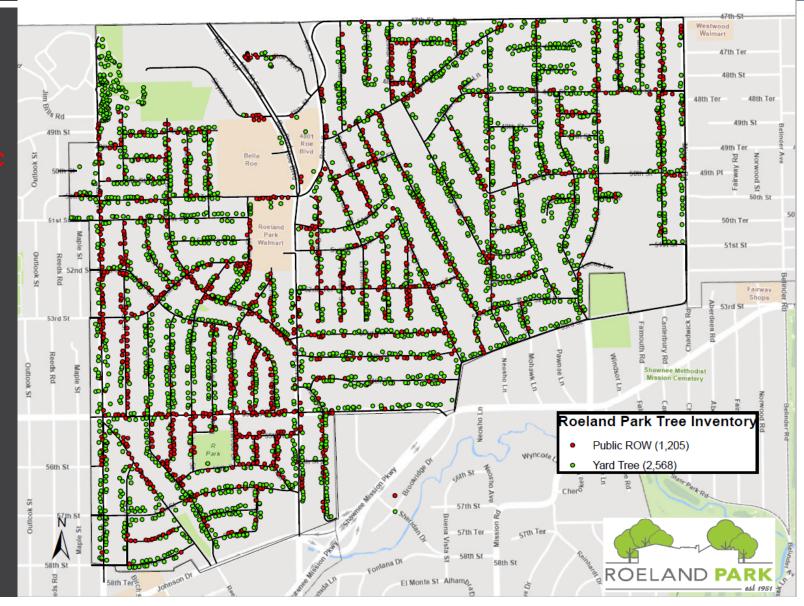
The inventory took place in June and was completed in 10 days. Total cost of inventory was \$27,000

The data fields collected for each tree included:

- Location (point file with latitude/longitude recorded automatically with sub-meter precision through use of the ESRI Field Maps mobile application paired with a BadElf™ GPS Bluetooth receiver)
- The tree species (common and scientific name)
- Diameter at breast height (DBH) in inches
- Estimated height (in 5 foot increments)
- Tree spread (in 5 foot increments)
- The overall condition of the tree (Excellent, Good, Fair, Poor, or Removal)
- Photographs of each tree inventoried to record a visual inspection of the tree for posterity,
- The impact of insect or disease on the tree, and a general notes field to record observations not covered within the other fields or any ancillary observations.

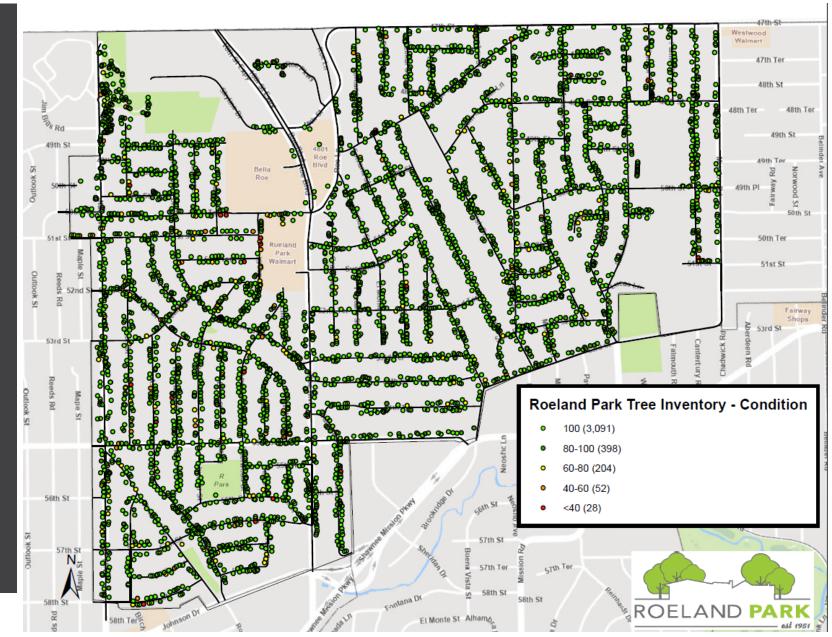
ROELAND PARK TREE INVENTORY LOCATIONS

- 32% of the trees inventoried are located within the Public ROW
- 68% of tree inventoried are in the Front Yards



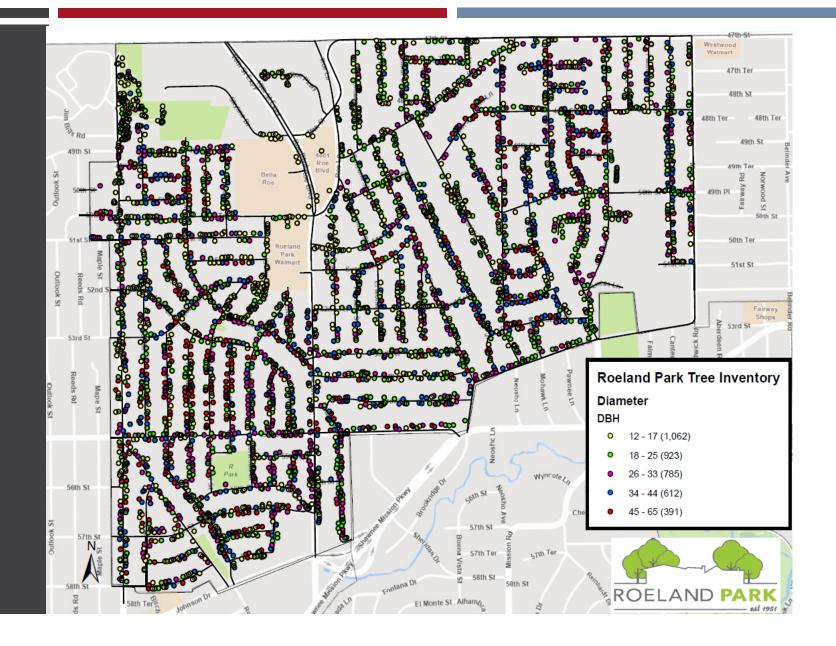
ROELAND PARK TREE INVENTORY - CONDITION

- 82% of the trees inventoried are shown to be in Excellent shape
- 10% of the trees inventoried are shown to be in Good shape
- 6% of the trees inventoried are shown to be in Fair shape
- 1% of the trees inventoried are shown to be in Poor shape
- .07% of the trees inventoried are shown to be Removed



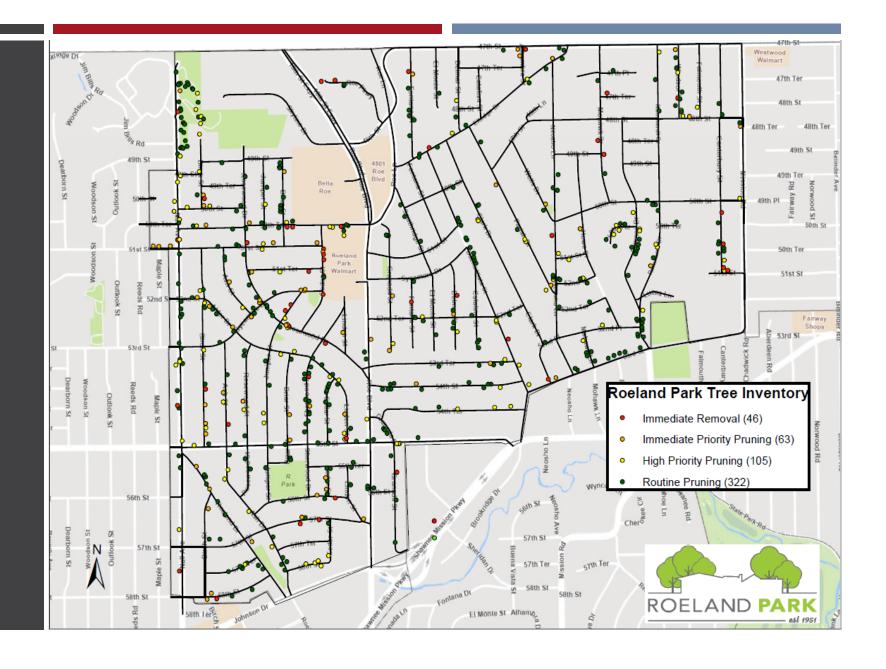
ROELAND PARK TREE INVENTORY – DBH(DIAMETER AT BREAST HEIGHT)

- 28% of the trees have a DBH between 12-17
- 24.5% of the trees have a DBH between 18-25
- 21% of the trees have a DBH between 26-33
- 16% of the trees have a DBH between 34-44
- 10% of the trees have a DBH between 45-65



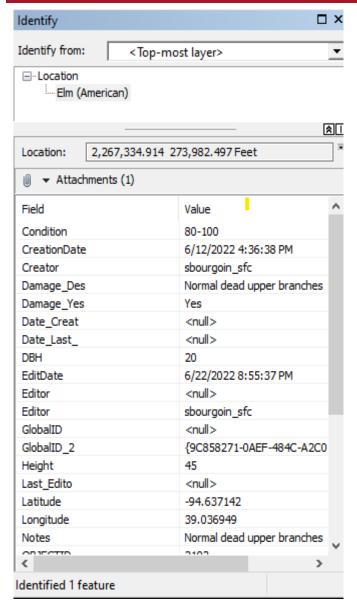
ROELAND PARK TREE INVENTORY – MAINTENANCE MAP

- 1% of the tree's shown need Immediate Removal(22 trees in public ROW & 24 private front yard trees)
- 1.5% of the trees shown need Immediate Priority Pruning(46 private yard trees & 17 public ROW trees)
- 2.75% of the trees shown need High Priority Pruning
- 8.5% of the trees shown need Routine Pruning



ROELAND PARK TREE INVENTORY

- Each tree that was inventoried has a picture associated with the data point on the map
- Data can be edited or updated if a tree has been removed and/or maintenance was completed
- Provides specific notes and details about each tree





CONCLUSIONS

- 92% of the trees inventoried are in great shape
- 3,773 trees inventoried; we have the information needed to discuss next steps
- Maintaining tree canopy is vital to the reduction of greenhouse gases & promotes clean oxygen

ANY QUESTIONS